



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 5
Bridge View Center, 102 Church St.

February 4, 2025
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. 3 on January 21, 2025 and Special Meeting No. 4 on January 28, 2025 as presented.
2. Acknowledge and approve February 4, 2025 Claims List as submitted by the Finance Department.
3. Civil Service Eligibility List for January 22, 2025: Police Officer Entrance.
4. Resolution No. 13-2025, approving the contract, bonds, and certificate of insurance for the Ottumwa Cemetery Office and Maintenance Building Project.
5. Resolution No. 17-2025, setting February 18, 2025 at 5:30 P.M. as the date for a public hearing on the proposed Ordinance No. 3239-2025, Amending Section 31-14(a) entitled "Fees and Charges, Costs."
6. Beer and/or liquor applications for: The Keg, 622 Church St., with outdoor service area; Albia Road BP, 1340 Albia Rd.; North Court BP, 1301 N. Court; Pennsylvania & Jefferson BP, 1147 N. Jefferson; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Presentation from the Riverfront Development Group.

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 Proposal to Convey Interests in Real Property at 2411 North Court and 2415 North Court to Blunt Investments, Limited Liability Company.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 10-2025, approving and authorizing the conveyance of certain real property at 2411 North Court and 2415 North court to Blunt Investments, Limited Liability Company and approving and authorizing execution of a related Purchase Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 10-2025.

G. ORDINANCES:

1. Ordinance No. 3238-2025, Amending the Municipal Code of the City of Ottumwa, Iowa by Repealing and Replacing Section 25-114, as it relates to possession of tobacco by underage persons.

RECOMMENDATION: Pass the Second Consideration of Ordinance No. 3238-2025.

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

1. Approve a Two-Year Lease Agreement for the Ottumwa Levee System Farm Ground between 120th Avenue and 77th Street in Wapello County, Iowa with Austin Bakalar.

RECOMMENDATION: Authorize the Mayor to sign the attached Lease Agreement.

2. City Code Chapter 12 – Elections – Primary Provisions.

RECOMMENDATION: Review information and direct City Staff if changes to the election process are desired.

I. RESOLUTIONS:

1. Resolution No. 15-2025, Set February 18, 2025 at 5:30 P.M. as the date for a public hearing on the proposition to authorize a Loan and Disbursement Agreement and the Issuance of Notes Not to exceed \$16,000,000 Sewer Revenue Capital Loan Notes of the City of Ottumwa, State of Iowa, and providing for publication of notice thereof.

RECOMMENDATION: Pass and adopt Resolution No. 15-2025.

2. Resolution No. 16-2025, Set February 18, 2025 at 5:30 P.M. as the date for a public hearing on the authorization of a Loan Agreement and the issuance of Notes not to exceed \$550,000 General Obligation Capital Loan Notes (GCP) to evidence the obligations of the City thereunder.

RECOMMENDATION: Pass and adopt Resolution No. 16-2025.

3. Resolution No. 18-2025, approving the purchase of a new Combi Oven for the Bridge View Center, in the amount of \$46,748.90.

RECOMMENDATION: Pass and adopt Resolution No. 18-2025.

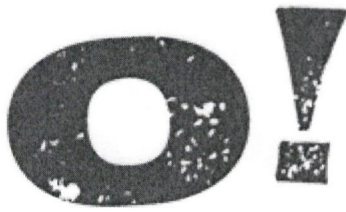
J. PUBLIC FORUM:

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. *****



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 1/31/2025 TIME: 9:40 AM NO. OF PAGES 3
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #05 to be held on 2/4/2025 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

FAX MULTI TX REPORT

JOB NO. 0338
DEPT. ID 4717
PGS. 3

TX INCOMPLETE -----
TRANSACTION OK 916416847834
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ERROR 916606271885
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Ottumwa Courier
Ottumwa Waterworks
KTVO
Tom FM



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MEMO: Tentative Agenda for the Regular City Council Meeting #05 to be held on 2/4/2025 at 5:30 P.M. at the Bridge View Center, 102 Church Street.

OTTUMWA CITY COUNCIL MINUTES

Item No. B.-1.

REGULAR MEETING NO. 3
Bridge View Center, 102 Church St.

January 21, 2025
5:30 O'Clock P.M.

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

Present were Council Member McAntire, Reid, Galloway, Hoffman and Mayor Johnson.
Council Member Caviness was absent.

Galloway moved, seconded by Hoffman to approve consent agenda: Mins. from Regular Mtg. No. 1 on Jan. 7, 2025 and Special Mtg. No. 2 on Jan. 14, 2025 as presented; Ack. and approve Jan. 21, 2025 Claims List submitted by Finance; Ack. Dec. 2024 financial stmts. submitted by Finance; Beer and/or liquor applications for: Dollar General Store #7179, 721 N. Quincy Ave.; Recovery Room, 1805 W. Second St.; Uncle Buck's Bar & Grill, 518 Church St.; Cedar Creek Golf Course, 13120 Angle Rd., with OSA. Motion carried 3-2. Ayes: McAntire, Galloway, Hoffman. Nays: Reid. Absent: Caviness.

McAntire moved, seconded by Hoffman to approve agenda as presented. Motion carried 4-1. Absent: Caviness.

City Admin. Rath reported on website language and signage at BVC (weapons policy); Venuworks and the City are now in compliance with IA Code 724.28. Our Ottumwa 2040 Comp Plan update. Further clarification from IDOT on upcoming project by North Fire Station.

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

Hoffman moved, seconded by Galloway to pass first consideration of Ord. No. 3238-2025, Amending the Municipal Code by Repealing and Replacing Section 25-114, as it relates to possession of tobacco by underage persons. Motion carried 4-1. Absent: Caviness.

McAntire moved, seconded by Hoffman to approve contract with Area 15 RPC for technical assistance required in obtaining CDBG Funds for sewer lining project to rehabilitate sewer mains. Galloway requests a break-down of each service (with cost) provided by RPC. Motion carried 4-1. Absent: Caviness.

Hoffman moved, seconded by Reid to auth. city staff to give trusses to Legacy Foundation for new gateway structure over Market St. as part of riverfront development project. Rath reported Riverfront Development Comm. will present to Council on Feb. 4, 2025. Motion carried 4-1. Absent: Caviness.

McAntire moved, seconded by Reid that Res. No. 8-2025, approving applications for residential and commercial tax abatements under Urban Revitalization Plan, totaling \$7,370,475 and subject to review by the local assessor, be passed and adopted. Comm. Dev. Dir. Simonson reported 31 residential and 6 commercial properties included. Motion carried 4-1. Absent: Caviness.

Reid moved, seconded by Hoffman that Res. No. 9-2025, setting date for Public Hearing on Proposal to Convey 2411 N. Court and 2415 N. Court to Blunt Investments, LLC, be passed and adopted. Motion carried 4-1. Absent: Caviness.

Galloway moved, seconded by McAntire that Res. No. 11-2025, approving and auth. signature, MOU with Teamsters Local 238, Police, be passed and adopted. Motion carried 4-1. Absent: Caviness.

Mayor inquired if anyone from the audience wished to address an item not on the agenda. There were none.

Council recessed at 6:06 P.M.

Regular Meeting No. 3
Bridge View Center, 102 Church St.

January 21, 2025
6:00 O'Clock P.M.

Council reconvened at 6:13 P.M. for closed session proceedings.

Present were Council Member McAntire, Reid, Galloway, Hoffman and Mayor Johnson.
Council Member Caviness was absent.

Galloway moved, seconded by Hoffman to enter closed session in accordance with IA Code Section 21.5(1)(i). ("To evaluate professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.") to discuss City Admin. performance goals tied to his evaluation and employment contract. Motion carried 4-1. Absent: Caviness.


The meeting entered closed session at 6:14 P.M.

Galloway moved, seconded by Hoffman to return to open session at 7:34 P.M. Motion carried 4-1.
Absent: Caviness.

There being no further business, Hoffman moved, seconded by McAntire that the mtg. adjourn. Motion carried 4-1. Absent: Caviness.

Adjournment was at 7:35 P.M.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor



ATTEST:

Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 1/30/2025.

OTTUMWA CITY COUNCIL MINUTES

SPECIAL WORK SESSION NO. 4
Room 8B – Depot Conference Room

January 28, 2025
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 and Mayor Johnson.
City Staff present: City Admin. Rath, Finance Dir. O’Donnell, PW Dir. Burgmeier, Dir. of Airport Operations Wheaton, HR Dir. Codjoe.

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

This is the first budget workshop for FY25/26; presented by O’Donnell. Explained the format of the reports provided out of the new finance system. Began discussing central garage through PW dept. and noticed some figures did not transfer over into the report, so instead of continuing, request to postpone this discussion until reports are corrected. Everyone agreed.

Hoffman reported, he would like to see Council discuss primary provisions (election) again and to have it on a future agenda.

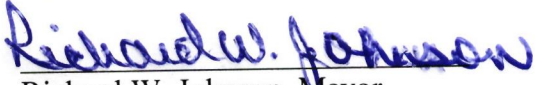
There being no further business, Hoffman moved, seconded by Reid that the mtg. adjourn. All ayes.

Adjournment was at 6:18 P.M.

ATTEST:


Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 2/4/2025.

Item No. B.-2.

CITY OF OTTUMWA		
CLAIMS LISTING 2-4-25 COUNCIL MEETING		
Vendor Name	Purpose	Amount
ACROSS THE BOARD INC	MISC CONTRACT WORK	3,000.00
AED UNITED	EMS SUPPLIES	1,112.00
AHLERS & COONEY P.C.	Legal Fees	16,638.17
ALL ROADS TRUCK & TRAILER	OTHER SUPPLIES	231.41
ALTORFER	VHCL MTCE SUPPLIES	1,714.83
ATLANTIC BOTTLING COMPANY	CONCESSION SUPPLIES	157.32
ATSI	OTHER PROF SERV	729.69
BI-STATE CONTRACTING INC.	CONTRACTUAL SERVICES	226,891.39
BUB'S TREE CARE	TREE TRIMMING	2,900.00
BYWATER SOLUTIONS, LLC	CONTRACTUAL SERVICES	7,080.00
CAPITAL ONE	OFFICE SUPPLIES	797.03
CENTRAL SALT LLC	STREET MAINT SUPPLIES	6,224.44
CLUB SENTRY SOFTWARE	TECHNOLOGY SERVICES	32.95
D P PLUMBING PLUS	BUILDING MAINT REPAIR	198.65
DERANS TOWING SERVICE	VHCL MTCE SUPPLIES	660
DINGES FIRE COMPANY	SUSTENANCE SUPPLIES	199
ECOSYSTEMS INC	SLUDGE HAULING	5,610.00
ELLIOTT OIL COMPANY	STATE FUEL TAX	34.98
ENVIRONMENTAL EDGE	CONTRACTUAL SERVICES	9,700.00
FASTENAL COMPANY	TOOLS & SMALL EQUIP	224.14
GAMMA SCIENTIFIC INC.	TECHNOLOGY SERVICES	715
GEOTECH SAND & STONE INC	STREET MAINT SUPPLIES	2,506.19
GINGERICH LOGGING	VHCL MTCE SUPPLIES	128.85
GRAINGER	OPERATING SUPPLIES	283.98
GREATER OTTUMWA PARTNERS	OTHER PROF SERV	542
HARRISON, MORELAND, WEBBER,	AR CASH CLEARING	200
HINDMAN PERSON HEATING	BLDG MAINT & REPAIR	120
HOPKINS & HUBBNER PC	LEGAL FEES	5,535.67
HUMANA INSURANCE CO	HEALTH CLAIMS	26,610.20
IMWCA	FIRE W/C 411 CLAIMS	20,510.49
INDUSTRIAL CHEMICAL	BUILDING MAINT REPAIR	72
INGRAM LIBRARY SERVICES	LIBRARY MAT.-JAMES ESTATE	1,434.77
IOWA COMMUNITIES ASSURANC	VHCL LIABILITY INSURANCE	718
IOWA ONE CALL	OTHER PROF SERV	151.4
J & J MOWING	CONTRACTUAL SERVICES	2,437.50
JONES CONTRACTING CORP	CONTRACTUAL SERVICES	6,730.13
KIRKHAM MICHAEL	ENGINEERING	9,001.77
KNIGHTS OF COLUMBUS	PROGRAM SUPPLIES	500
MACQUEEN EQUIPMENT	SUSTENANCE SUPPLIES	3,630.07
MAIN STREET OTTUMWA	DOWNTOWN MAINTENANCE	9,784.50
MEET OTTUMWA	CONV & VISITOR BUREAU	20,993.96
MIDWEST TAPE	LIBRARY MAT.-JAMES ESTATE	35.23
MOTION INDUSTRIES	OTHER MAINT & REPAIR	441.05
MUNICIPAL SUPPLY INC	OTHER MAINT & REPAIR	19,404.00

NAVIANT	CONTRACTUAL SERVICES	926.1
NORRIS ASPHALT PAVING INC	STREET MAINT SUPPLIES	1,513.05
NORSOLV SYSTEMS ENVIRONM	OTHER PROF SERV	391.9
OTTUMWA SCALE SERVICE	BUILDING MAINT REPAIR	525
PPG ARCHITECTURAL FINISHE	OPERATING SUPPLIES	58.68
ROYAL PORTABLE TOILETS	SANITATION	115.56
RUSSELL, KRISTYN	PAYMENT TO OTHER ENTITIES	1,000.00
S & L ALL SEASON	TOOLS & SMALL EQUIP	153.74
SAMANTHA CAIN	TRAVEL & CONFERENCE	20.3
SCS ENGINEERS	ENGINEERING	1,065.00
Sean Canto	SUSTENANCE SUPPLIES	49.11
SINCLAIR TRACTOR	EQUIP REPAIR	216.6
SOUTHERN IOWA DIESEL INC	VHCL MTCE SUPPLIES	61.46
SPILMAN AUTO PARTS INC	VHCL MTCE SUPPLIES	40
SUPREME STAFFING INC	CONTRACT EMPLOYEES	3,973.42
TEAM SERVICES INC	OTHER PROF SERV	323.75
TORRES CONSTRUCTION	CONTRACTUAL SERVICES	1,200.00
UPS	POSTAGE & SHIPPING	253.67
WAPELLO CO MUTUAL AID AS	DUES & MEMBERSHIPS	100
WAPELLO COUNTY SHERIFF	GARNISHMENTS PAYABLE	359.27
WAYNE'S TIRE	VHCL MTCE SUPPLIES	1,240.00
WICKS CONSTRUCTION INC	CONTRACTUAL SERVICES	6,060.15
WILCOX EQUIPMENT	VHCL MTCE SUPPLIES	1,039.82
WINGER COMPANIES	OTHER MAINT & REPAIR	8,427.50
ALLIANT ENERGY COMPANY	ELECTRIC	79244.17
BRIDGE CITY SANITATION LL	OTHER PROF SERV	159245.95
CENTURYLINK	Telephone/IT	981.47
CENTURYLINK	Telephone/IT	5.52
CHARTER MACHINE COMPANY	OTHER MAINT & REPAIR	100
CHILD SUPPORT SERVICES	CHILD SUPPORT PAYABLE	2093.67
GALLS LLC-DBA CARPENTER	SUSTENANCE SUPPLIES	755.54
IMWCA	IMWCA 411 TPA FEES	1500
IOWA DEPARTMENT OF REVENUE	GARNISHMENTS PAYABLE	511.23
MIDAMERICAN ENERGY CO	NATURAL GAS	752.15
MISSIONSQUARE	ICMA DEF COMP PAYABLE	1285.38
WINDSTREAM ENTERPRISE	Telephone/IT	816.17
TOTAL		693,028.09

OTTUMWA CIVIL SERVICE COMMISSION

Police Officer – Entrance Eligibility List

1. Drake Bittner

Certified January 22, 2025

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman

Ann Youngman

Amy Gardner

received
1.2.25 100p

Item No. B.-4.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 4, 2025

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head

Gene Rathje
City Administrator Approval

AGENDA TITLE: Resolution #13-2025. Approving the contract, bonds, and certificate of Insurance for the Cemetery Office and Maintenance Building Project.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution #13-2025

DISCUSSION: This project involves the construction of an office and maintenance building in Ottumwa Cemetery. These are the required bonds, certificate of insurance, and signed contract with RG Construction of Ottumwa, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the January 7, 2025 City Council meeting in the amount of \$1,520,000.

Source of Funds: CIP

Budgeted Item: Budget Amendment Needed: No

RESOLUTION # 13-2025

A RESOLUTION APPROVING THE CONTRACT, BONDS, INSURANCE FOR THE CEMETERY OFFICE
AND MAINTENANCE BUILDING PROJECT

WHEREAS, RG Construction of Ottumwa has submitted the low bid for the construction of the cemetery office and maintenance building project, and;

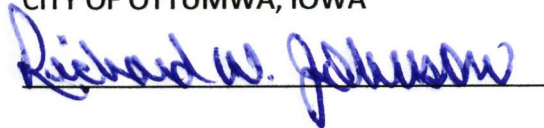
WHEREAS, The City of Ottumwa has approved their bid, and:

WHEREAS, A contract, bonds, and insurance from RG Construction are required for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bonds, and insurance from RG Construction for the cemetery office and maintenance building project are hereby approved by the Ottumwa City Council.


APPROVED, PASSED, AND ADOPTED, this 4th day of February, 2025.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christine Reinhard, City Clerk

CONTRACT

This contract made and entered into in triplicate at Ottumwa, IA this 4th day of February by and between **CITY OF OTTUMWA, IA** hereinafter called the "OWNER" and RG Construction hereinafter called the "CONTRACTOR".

WITNESSETH:

1.00 SCOPE OF THE WORK

The Contractor will furnish all tools, equipment, components, machinery, supplies, superintendence, insurance, transportation and other construction accessories, services and facilities specified or required to be incorporated in and form a permanent part of the completed work, which includes the construction of a new office and maintenance building at the Ottumwa Cemetery, 401 E. Park Avenue.

In addition, the Contractor shall provide and perform all necessary labor in a good, firm, substantial workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and this Contract, said documents both forming the Contract between the parties. If there is a conflict in terms between the Bid Proposal and this Contract, this Contract shall control.

All work must be completed in accordance with plans and specifications that were bid on and created by Willett-Hoffman. The Contractor must comply with all Federal, State and Local Laws and Ordinances. In addition, all OSHA, NFPA and ADA regulations must be complied with. Contractor will insure a drug free environment in accordance with Federal regulations.

2.00 TIME OF COMPLETION

The Contractor agrees to commence work under this Contract by no later than April 1, 2025 and to fully complete the work by no later than March 31, 2026. Full completion for the project shall be defined as all work and punch list items completed, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of \$100 **Dollars per calendar day** will be assessed for work not completed within the designated Contract term(s).

3.00 CONTRACT SUM

The Owner shall pay to the Contractor for performance of the work encompassed by this Contract, and the Contractor will accept as full compensation therefor the lump sum of \$1,520,000, to be paid by progress payments in cash or its equivalent, or as otherwise agreed between Owner and Contractor.

4.00 CHANGE ORDERS

A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

The Contractor must submit change proposals covering a contemplated Change Order within ten (10) days after request of the Owner, or the Architect or within ten (10) days of the event giving rise to the Contractor's claim for a change in the Contract Sum or Contract time.

No increase in the Contract Sum or extension of the Contract Time will be allowed the Contractor for the cost or time involved in making change proposals. Change proposals will define or confirm in detail the Work which is proposed to be added, deleted, or changed and must include any adjustment which the Contractor believes to be necessary in (i) the Contract Sum, or (ii) the Contract Time. Any proposed adjustment must include detailed documentation including, but not limited to: cost, properly itemized and supported by sufficient substantiating data to permit evaluation including cost of labor, materials, supplies and equipment, rental cost of machinery and equipment, additional bond cost, plus a fixed fee for profit and overhead.

If the Owner determines that a change proposal is appropriate, the Architect will prepare and submit a request for a Change Order or Contract Amendment providing for an appropriate adjustment in the Contract Sum or Contract Time, or both, for further action by the Owner. No such change is effective until the Owner and Architect sign the Change Order. Any markup included in a Change Order shall not exceed 15%.

5.00 ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Contractor and Owner shall make such inspection, and when the work is found to be acceptable under the Contract and the Contract fully performed in accordance with the Contract Documents, including the satisfactory completion of all punch list items, then the balance found to be due the Contractor shall be paid. Before issuance of the Owner's Letter of Acceptance, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work has been or will promptly be paid. All payments made will be in accordance with applicable Iowa law.

6.00 OWNER'S RIGHT TO DO WORK

If Contractor neglects to prosecute work properly or fails to perform any provision of this Contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any

other remedy he or she may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

7.00 OWNER'S RIGHT TO TERMINATE CONTRACT

Owner may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice, terminate employment of Contractor for any of the following reasons:

- a. Contractor makes a general assignment for benefit of creditors, or is adjudged a bankrupt.
- b. Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted to provide enough skilled workers or proper materials.
- c. Contractor fails to make prompt payment to subcontractors for material or labor.
- d. Contractor persistently disregards laws and ordinances or instructions of Owner.
- e. Contractor violates a provision of Contract.

If Owner terminates employment of Contractor, Owner shall take possession of premises and all materials, tools and appliances thereon and shall finish work by whatever method deemed expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.

If unpaid balance of Contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner.

8.00 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If Owner fails to pay to Contractor within seven (7) days of its maturity and presentation, any sum certified by Owner, then Contractor may, upon seven (7) days' simultaneous written notice to Owner, stop work or terminate this Contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this Contract, by written notice, he or she shall recover from Owner payment for all work executed to date of notice.

9.00 ASSIGNMENT

The Contractor shall not assign all of his rights or obligations under this Contract without the express written consent of the Owner. Upon any assignment even though consented to by the Owner, the Contractor shall remain liable for the performance of the work under this Contract.

10.00 PARTIAL INVALIDITY

If any provisions of this Contract are in violation of any statute or rule of law of the State of Iowa, then such provisions shall be deemed null and void to the extent that they may be violative of law, but without invalidating the remaining provisions hereof.

11.00 WAIVER

No waiver of any breach of any one of the agreements, terms conditions or covenants of this Contract by the Owner shall be deemed or imply or constitute a waiver of any other agreement, term, condition or covenant of this Contract. The failure of the Owner to insist on strict performance of any agreement, term, condition or covenant, herein set forth, shall not constitute or be construed as a waiver of the Owner's rights thereafter to enforce any other default; neither shall such failure to insist upon strict performance be deemed sufficient grounds to enable the Contractor to forego or subvert or otherwise disregard any other agreement, term, condition or covenant of this Contract.

12.00 COUNTERPARTS

This Contract may be executed in several counterparts and each such counterpart shall be deemed an original.

13.00 GOVERNING LAW

Venue for any and all legal actions regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Wapello County, State of Iowa or the United States District Court for the Southern District of Iowa. This transaction shall be governed by the laws of the state of Iowa.

14.00 NOTICES

All notices, requests, demands and other communications given or to be given under this Contract shall be in writing and shall be deemed to have been duly given when served if served personally, or on the second day after mailing if mailed by first class mail, registered or certified, postage prepaid, and properly addressed to the party to whom notice is to be given as set forth below.

If to Owner:

If to Contractor:

Either party may change its address for purposes of notice by giving written notice to the other party in accordance with this paragraph.

15.00 ENTIRE AGREEMENT

The within Contract, together with the bidding documents, Proposal from Contractor, and the design documents, constitute the entire agreement of the parties hereto. If there is a conflict in terms between the Proposal and this Contract, this Contract shall control. No modification, change, or alteration of this Contract shall be of any legal force or effect unless in writing, signed by all the parties.

16.00 INSURANCE

A certificate of insurance for liability, bodily injury, and property damage satisfactory to the Owner, in the amount of \$300,000. for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit shall be provided to Owner prior to commencement of the Work. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

17.00 BONDS

Contractor shall provide a performance bond and labor/material payment bond as required by Iowa law both valued at 100% of the contract amount. Said bonds shall be provided prior to beginning any work on the Project.

18.00 INDEMNIFICATION

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agents and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

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

19.00 TAX EXEMPTION

Owner is exempt from Iowa State Sales Tax and the Local Option Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. The Owner shall issue a tax exemption certificate to the Contractor authorizing purchase of the materials for this work without payment of sales and local option tax. If any sub-contractor will be purchasing materials or equipment to be incorporated into this work, the Contractor shall

request a tax exemption certificate from the Owner, which will authorize the sub-contractor to purchase such materials without paying the sales or local option taxes.

In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

20.00 DISPUTE RESOLUTION


The parties shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation which shall be in accordance with Iowa Code Chapter 679C, unless otherwise mutually agreed by the parties. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Contractor are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

If mediation is selected, the parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any legal claim brought under this Agreement shall be filed in the Iowa District Court in and for the County in which the Project is located, unless otherwise mutually agreed to by the parties.

IN WITNESS WHEREOF, this Contract has been executed in triplicate on the date first herein written.


CITY OF OTTUMWA


Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk




Contractor

By: Zed Crooms

Address: 215 E. 4th St.

Ottawa. IA 52501

AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)
R.G. Construction, Limited Liability Company
215 East 4th Street

Ottumwa, IA 52501

OWNER:

(Name, legal status and address)
City Of Ottumwa
105 E. Third Street

Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date: 2/04/2025

Amount: \$1,520,000.00

Description:

(Name and location)

Construction of a new office and maintenance building at the Ottumwa Cemetery; 401 E Park Avenue. Ottumwa, Iowa

BOND

Date: 2/04/2025

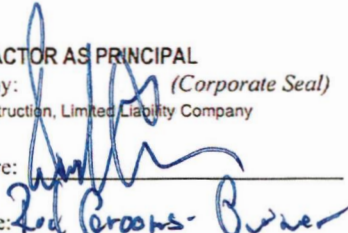
(Not earlier than Construction Contract Date)

Amount: \$1,520,000.00 ONE MILLION FIVE HUNDRED TWENTY THOUSAND AND 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

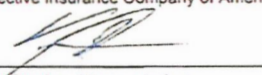
Company: *(Corporate Seal)*
R.G. Construction, Limited Liability Company

Signature: 
Name and Title: Ted Crooks - Owner

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
Selective Insurance Company of America

Signature: 
Name and Title: Troy Staples, Attorney-in-fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651) 457-6842

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Willett, Hofmann & Associates, Inc.
809 East 2nd Street
Dixon, IL 61021

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

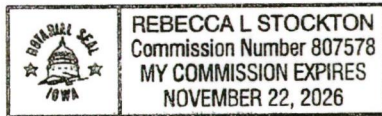
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of IOWA)
County of WAPELLO)

On this 17th day of JANUARY, in the year 2025, before me personally come(s) ROD GROOMS, to me known, who, being duly sworn, deposes and says that he/she is the OWNER of the R.G. CONSTRUCTION LIMITED LIABILITY COMPANY the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

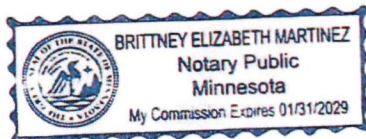


[Signature]
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 4th day of February, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Selective Insurance Company of America with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Selective Insurance Company of America company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]
Notary Public

SELECTIVE
BE UNIQUELY INSUREDSM

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000
Bond No. B 1323656

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Troy Staples**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **\$8,000,000.00**

Signed this 4th day of February, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____

Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



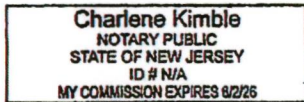
CERTIFIED COPY

STATE OF NEW JERSEY :

:ss. Branchville

COUNTY OF SUSSEX :

On this 4th day of February, 2025 before me, the undersigned officer, personally appeared **Brian C. Sarisky**, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.



Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

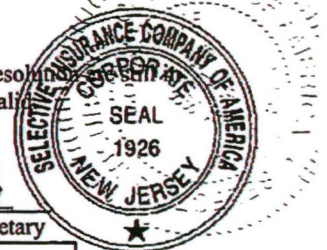
"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution in full force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 4th day of February, 2025.

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

R.G. Construction, Limited Liability Company
215 East 4th Street

Ottumwa, IA 52501

OWNER:

(Name, legal status and address)

City Of Ottumwa
105 E. Third Street

Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date: 2/04/2025

Amount: \$1,520,000.00

Description:

(Name and location)

Construction of a new office and maintenance building at the Ottumwa Cemetery; 401 E Park Avenue. Ottumwa, Iowa

BOND

Date: 2/04/2025

(Not earlier than Construction Contract Date)

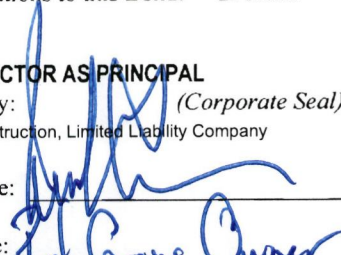
Amount: \$1,520,000.00 ONE MILLION FIVE HUNDRED TWENTY THOUSAND AND 00/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

R.G. Construction, Limited Liability Company

Signature: 

Name


and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*

Selective Insurance Company of America

Signature: 

Name

and Title:

Troy Staples, Attorney-in-fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651) 457-6842

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Willett, Hofmann & Associates, Inc.
809 East 2nd Street

Dixon, IL 61021

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)
R.G. Construction, Limited Liability Company
215 East 4th Street

Ottumwa, IA 52501

OWNER:

(Name, legal status and address)
City Of Ottumwa
105 E. Third Street

Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date: 2/04/2025

Amount: \$1,520,000.00

Description:

(Name and location)

Construction of a new office and maintenance building at the Ottumwa Cemetery; 401 E Park Avenue. Ottumwa, Iowa

BOND

Date: 2/04/2025

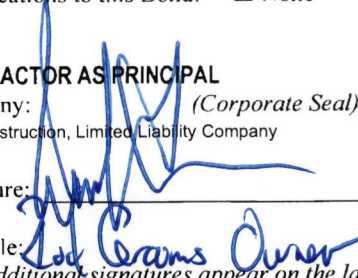
(Not earlier than Construction Contract Date)

Amount: \$1,520,000.00 ONE MILLION FIVE HUNDRED TWENTY THOUSAND AND 00/100

Modifications to this Bond: None See Section 18

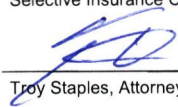
CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
R.G. Construction, Limited Liability Company

Signature: 
Name: Todd Grams
and Title: Owner
(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
Selective Insurance Company of America

Signature: 
Name: Troy Staples, Attorney-in-fact
and Title:



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651) 457-6842

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Willett, Hofmann & Associates, Inc.
809 East 2nd Street
Dixon, IL 61021

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____

(Corporate Seal)

Company: _____

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

Signature: _____

Name and Title: _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

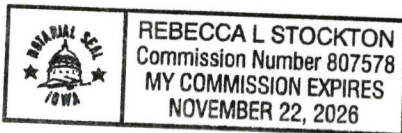
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of IOWA)
County of WAPELLO)

On this 17th day of JANUARY, in the year 2025, before me personally come(s) ROD GROOMS, to me known, who, being duly sworn, deposes and says that he/she is the OWNER of the R.G. CONSTRUCTION, LIMITED LIABILITY COMPANY the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.



[Signature]
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 4th day of February, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Selective Insurance Company of America with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Selective Insurance Company of America company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]
Notary Public

received
1-28-25 145

boviano
2025 2/25

Item No. B.-5.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 4, 2025

Finance
Department

O'Donnell
Prepared By
O'Donnell
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION SETTING HEARING ON A PROPOSED ORDINANCE
AMENDING SEC. 31-14 OF THE CODE OF ORDINANCES OF THE CITY OF
OTTUMWA FOR THE PURPOSE OF INCREASING SANITARY SEWER RATES

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and Adopt Resolution No. 17-2025 setting public hearing for
February 18, 2025 at 5:30 PM.

DISCUSSION: See attached.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

In order to meet the Council priority of street repair and maintenance, staff has recommended using LOSST revenues for that purpose. As a result, the SRF loan for Division 3 of the sewer separation will be paid from sewer fees. In order to meet the required coverage by the State, a rate increase is necessary. While not required by Iowa Statute, staff is requesting a public hearing on the increase as has been practice in the past.

The proposed ordinance would have a 6.5% increase starting July 1, 2025 and the same for the next five years. This increase would apply to the usage and base fees. Additionally, the ordinance requires that multi-unit accounts with one water meter be charged a base fee for every unit. This applies to multifamily and trailer courts.

A reminder, under the previous plan, Divisions 4-6 were to be paid from sewer fees. This would have required a rate increase. The adopted CIP has Division 4 being paid from sewer reserves.

RESOLUTION NO. 17-2025

**RESOLUTION SETTING HEARING ON A PROPOSED ORDINANCE
AMENDING SEC. 31-14 OF THE CODE OF ORDINANCES OF THE CITY
OF OTTUMWA FOR THE PURPOSE OF INCREASING SANITARY
SEWER RATES**

WHEREAS, Iowa Code section 384.84 provides the governing body of a city utility may establish, impose, adjust, and provide for the collection of rates and charges to produce gross revenues at least sufficient to pay the expenses of operation and maintenance of the city utility; and

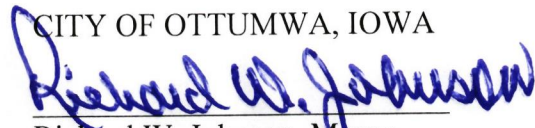
WHEREAS, the City of Ottumwa plans to make improvements to the sanitary sewer system; and

WHEREAS, it is necessary to increase sanitary sewer rates to pay for the improvements.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that:

1. The City Council will hold a public hearing on a proposed ordinance amending sec. 31-14 of the Code of Ordinances of the City of Ottumwa for the purpose of increasing sanitary sewer rates on Tuesday, February 18, 2025 at 5:30 pm at the Bridge View Center, 102 Church St., Ottumwa, Iowa.
2. The City Clerk be and is hereby directed to publish notice of hearing once in a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date fixed as the date for a public hearing on the proposed ordinance.

APPROVED, PASSED AND ADOPTED, this 4th day of February, 2025.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA, STATE OF IOWA, ON THE
MATTER OF A PROPOSED ORDINANCE AMENDING SEC. 31-14 OF THE CODE OF ORDINANCES OF THE
CITY OF OTTUMWA FOR THE PURPOSE OF INCREASING SANITARY SEWER RATES

PUBLIC NOTICE is hereby given that the City Council of the City of Ottumwa, State of Iowa, will hold a public hearing on the 18th day of February, 2025, at 5:20 P.M., at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, at which meeting the Council proposes to take additional action for the purpose of adopting an ordinance increasing sanitary sewer rates.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the adoption of the Ordinance or will abandon action on the Ordinance.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Sections 384.24A and 384.26 of the Code of Iowa.

Dated this 4 day of February, 2025.

Christina Reinhard

City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

MARKET STREET LANDING

Ottumwa City Council Meeting
February 4, 2025



LEGACY
FOUNDATION



WHY RIVERFRONT DEVELOPMENT?



- Sets us apart – makes us unique
- Enjoy natural beauty
- Potential economic driver
- Improved quality of life
- It is for everyone



LEGACY
FOUNDATION



COMMUNITY REQUEST FOR DECADES

- 1992 Central Area Business Development Guide
- 1996 Downtown Development Guide
- 2001 Comprehensive Plan
- 2023 Greater Ottumwa Master Parks Plan
- Our Ottumwa 2040 Plan



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OTTUMWA 2040 PLAN GOALS MET

QUALITY OF LIFE GOALS

Goal #1 - Continue to enhance and improve the Downtown and Riverfront

- a) Continue to coordinate and partner with downtown interests to implement downtown and riverfront improvements and programs
- b) Prioritize downtown, the Amtrak station, and the riverfront for investment in redevelopment, new development, and public improvements that will improve the quality of life for all residents
- e) Continue to improve and expand pedestrian and bicycle circulation and connectivity throughout the downtown and riverfront area

Goal #2 Maintain and expand the existing parks and open space system, recreation programs and trail network

- b) Expand recreational activities for the entire community including indoor and outdoor winter activities and after school programs



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HOUSING GOALS

Goal #2 - Foster investment and growth in new housing in all categories and prices

- b) Identify infill areas for new single-family, townhome, apartment and senior-oriented housing
- d) Continue to see partnerships with the development community to build new housing

CELEBRATE DIVERSITY GOALS

Goal #2 - Make Ottumwa liveable and enjoyable for people of all ages and abilities



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RIVERFRONT RENAISSANCE - 2014



LEGACY
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RIVERFRONT STEERING COMMITTEE

- **Tim Albert** – *Ottumwa Waterworks General Manager*
- **Holly Berg** – *Rippling Waters Executive Director & Ottumwa Arts Council*
- **Chris Bowers** – *Area 15 Regional Planning Executive Director*
- **Zenna Boyd** – *JBS Human Resources Director*
- **Phillip Burgmeier** – *City of Ottumwa Public Works Director*
- **Laura Carrell** – *Meet Ottumwa Executive Director*
- **Darwin Fish** – *John Deere Ottumwa Works*
- **Kelly Genners** – *Legacy Foundation President*
- **Kim Hellige** – *Wapello County Trails*
- **Rick Johnson** – *City of Ottumwa Mayor*
- **Kris Patrick** – *Main Street Ottumwa Director*
- **Phil Rath** – *Ottumwa City Administrator*
- **Gene Rathje** – *City of Ottumwa Parks Director*
- **Marc Roe** – *GOPIP Executive Director*
- **Zach Simonson** – *City of Ottumwa Community Development Director*
- **Fred Zesiger** – *Main Street Ottumwa Director (Retired)*



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SITE VISITS



5

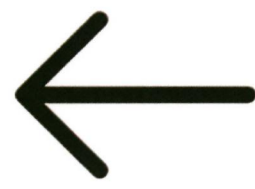
Communities Visited for Best Practices Around Riverfront Design and Programming, Art, Signage, Sensory Parks and Housing



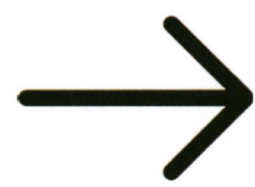
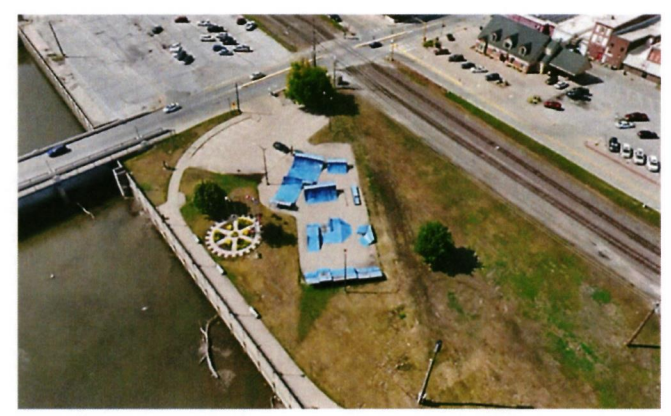
DEVELOPMENT SITE



**EAST SIDE OF
MARKET STREET**



**WEST SIDE OF
MARKET STREET**



**LEGACY
FOUNDATION**





CHALLENGES OF EXISTING SITE

- Proximity to the river
- Railroad
- Utilities above
- Infrastructure below
- Quality of infill
- Relocation of other existing amenities
- Dam future
- Funding



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PROJECT METHODOLOGY

1

FIND A TRUSTED EXPERT

GENUS LANDSCAPE ARCHITECTS - BRETT DOUGLAS, PRINCIPAL

2

CREATE RIVERFRONT STEERING COMMITTEE

STAKEHOLDERS TO INFORM DESIGN/SECURE RESOURCES/INTEGRATED PARTNERSHIPS

3

STUDY THE SITE

GEOTECH, ENVIRONMENTAL, ARMY CORPS, RAIL, TRAFFIC

4

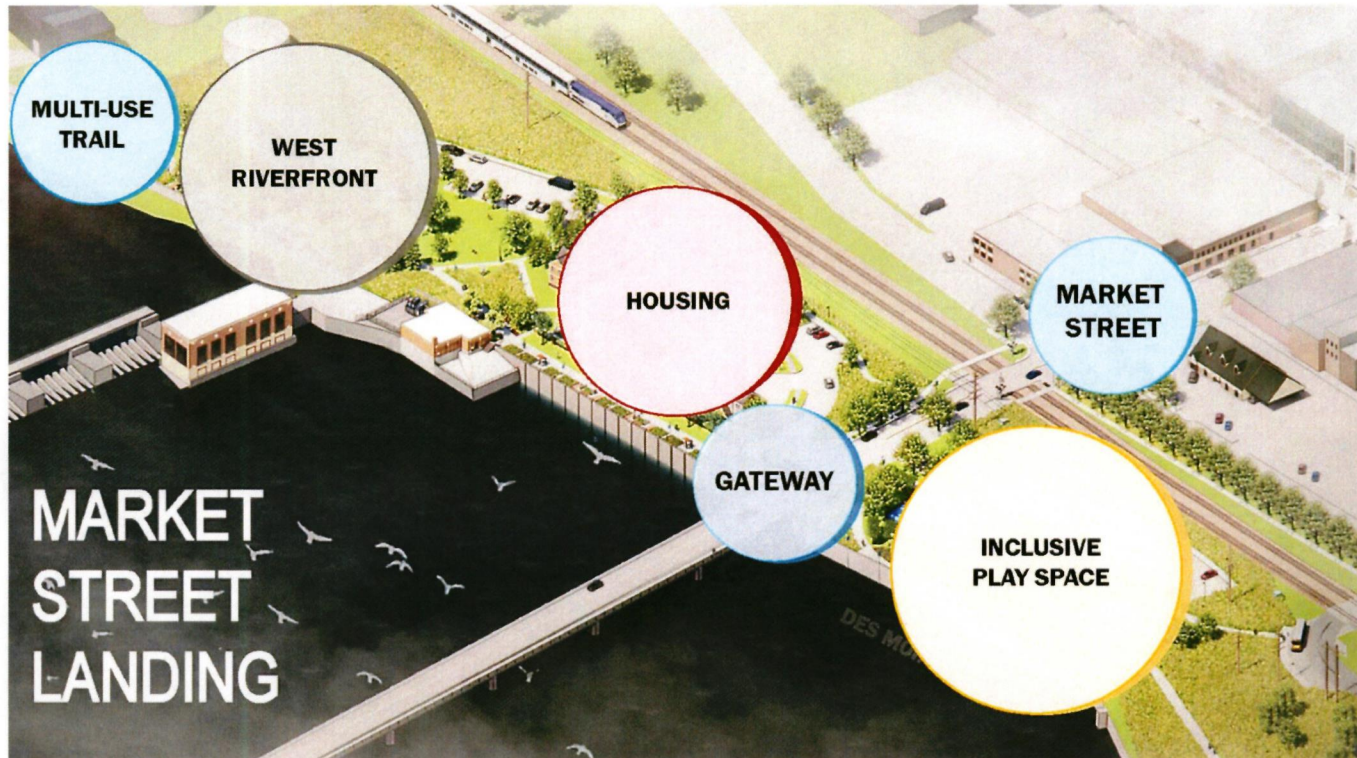
DEVELOP GUIDING PRINCIPALS

WHAT ARE THE TOUCHPOINTS IN PLANNING FOR THE FUTURE WHILE BEING OPPORTUNISTIC



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DESIGN PLAN



LEGACY
FOUNDATION

gēnus

[landscape architects]



MARKET STREET LANDING

ICONIC NORTH / SOUTH GATEWAY FOR DOWNTOWN

GUIDING PRINCIPLES



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- Sight triangles
- Bulb-outs
- Sidewalk width
- Building setbacks
- Street lighting
- Curb cuts and upright curbs
- Crosswalk design
- Pedestrian-only zones
- Street trees
- Roadway speed

MARKET STREET LANDING

GUIDING PRINCIPLES

SAFE CONNECTIONS TO DOWNTOWN + PUBLIC AMENITIES



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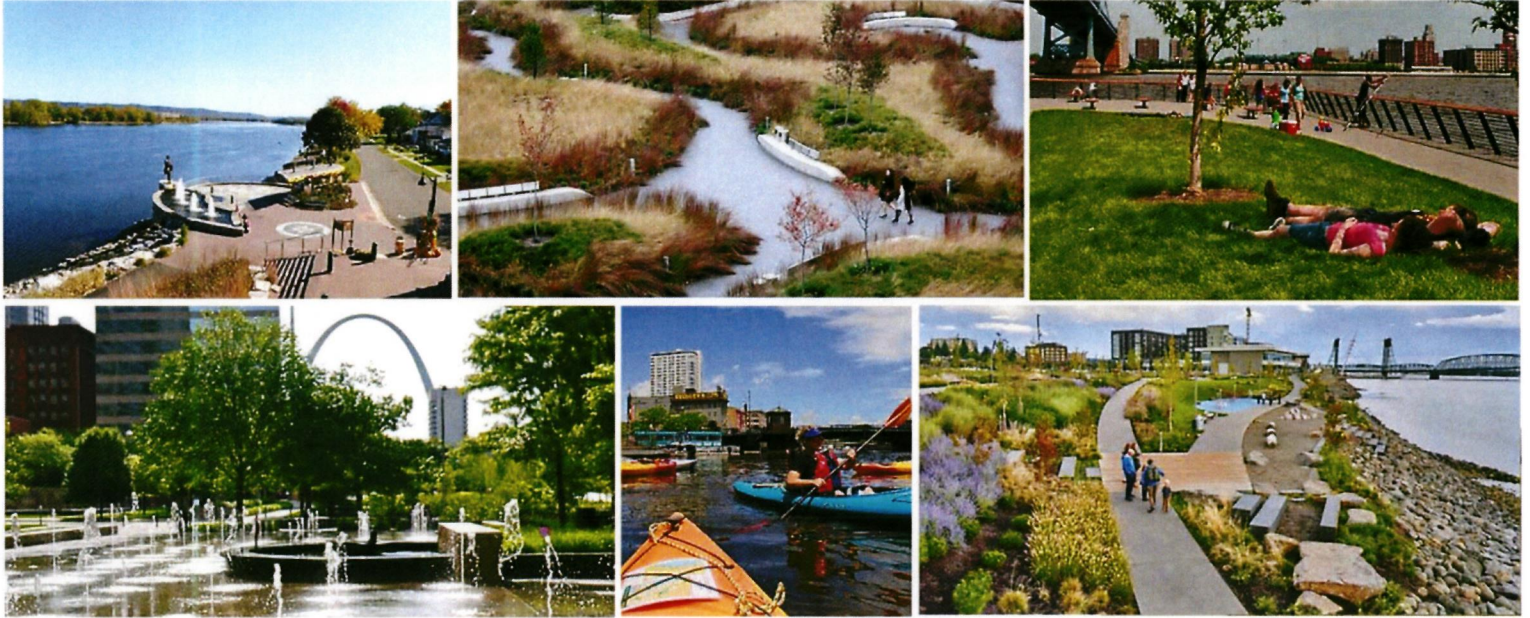
MARKET STREET LANDING

SEAMLESS EAST / WEST TRAIL CONNECTION

GUIDING PRINCIPLES



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MARKET STREET LANDING

GUIDING PRINCIPLES

MEANINGFUL CONNECTION TO THE RIVER



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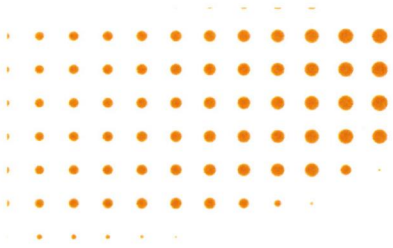
MARKET STREET LANDING

GUIDING PRINCIPLES

EMBRACE DIVERSITY + INCLUSIVITY FOR ALL



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MARKET STREET LANDING

TRANSFORMATIVE URBAN HOUSING ALONG THE RIVER

GUIDING PRINCIPLES

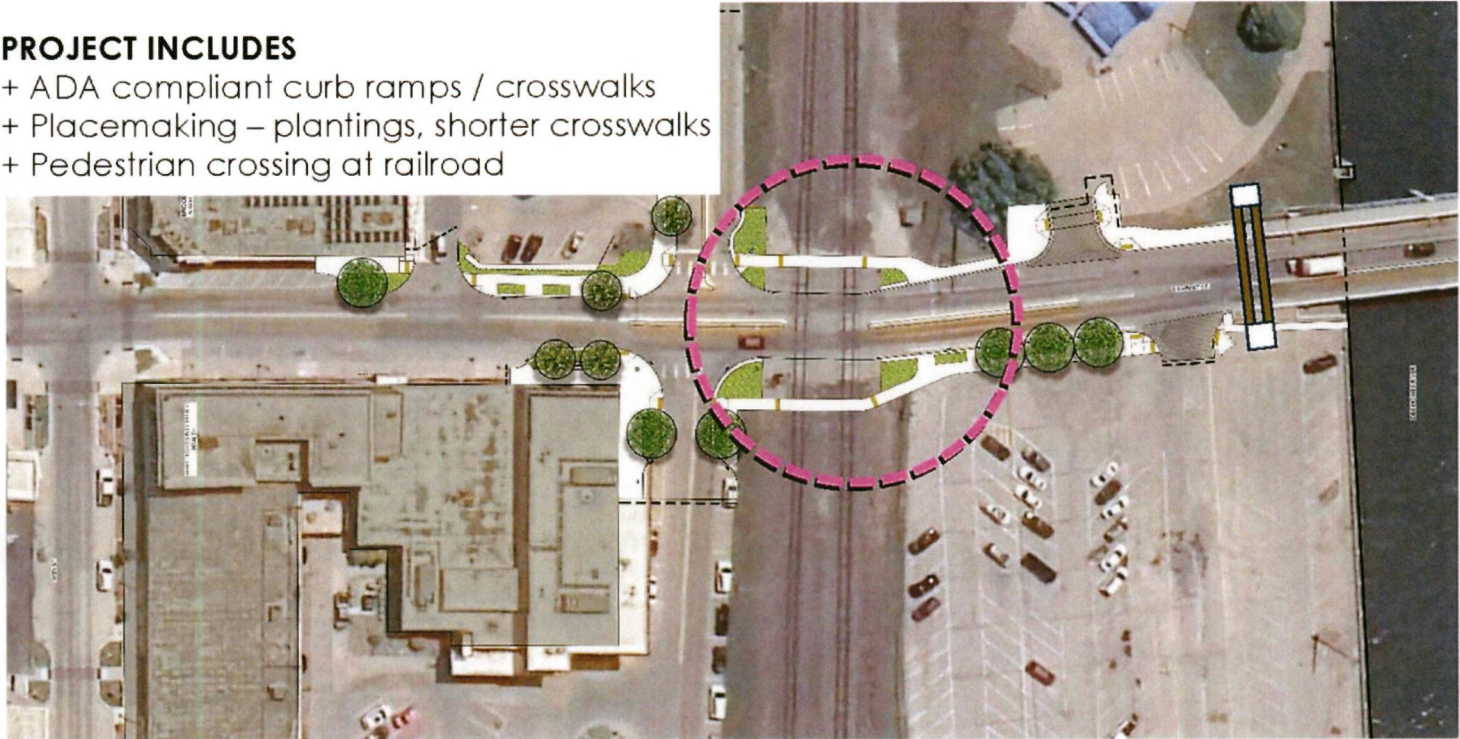


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PROJECT INCLUDES

- + ADA compliant curb ramps / crosswalks
- + Placemaking – plantings, shorter crosswalks
- + Pedestrian crossing at railroad



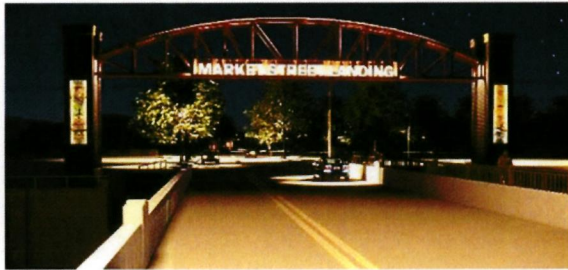
MARKET STREET IMPROVEMENTS

OVERVIEW

ENHANCE WALKABILITY BETWEEN DOWNTOWN + RIVERFRONT



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FOUNDATION



PROJECT INCLUDES

- + Creates threshold to Market Street Landing/Downtown
- + Reuse of Ottumwa Coliseum trusses
- + Public Art
- + Illuminated – night presence

PROJECT STATUS

- + Bid in February/March

PROJECT CONSTRUCTION DURATION 6-8 months

PROJECT TIMING Complete in 2025

MARKET STREET LANDING GATEWAY

OVERVIEW

PROVIDE ICONIC THRESHOLD TO DOWNTOWN OTTUMWA



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FOUNDATION



10'-8"

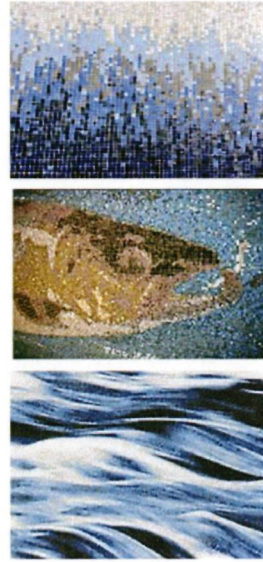
Growth | Optimism



2'-7"



City of Bridges | Transportation



Civic | Government



Ecology | Fishing



MARKET STREET LANDING GATEWAY

PROVIDE ICONIC THRESHOLD TO DOWNTOWN OTTUMWA

OVERVIEW



LEGACY FOUNDATION



MARKET STREET LANDING GATEWAY

OVERVIEW

PROVIDE ICONIC THRESHOLD TO DOWNTOWN OTTUMWA



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FOUNDATION



MARKET STREET LANDING GATEWAY

OVERVIEW

PROVIDE ICONIC THRESHOLD TO DOWNTOWN OTTUMWA



LEGACY
FOUNDATION

INCLUSIVE PLAY SPACE



“ This isn’t just a park; it’s a place that welcomes everyone, regardless of age, ability and background. With this project, we have the opportunity to create a vibrant, transformative space along the Riverfront that fosters belonging, joy and connection - reminding us all of the power of play and community. ”



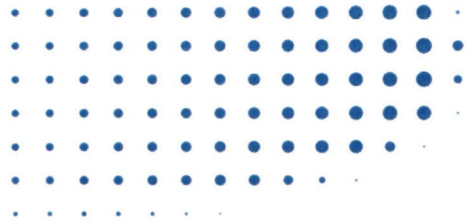
INCLUSIVE PLAY SPACE DESIGN COMMITTEE

Expertise in physical, spiritual and mental health: pediatrician, occupational therapist, pastor, sign language interpreter, mental health and special education professionals, educators. Also included are wheelchair users and family members of individuals with physical or intellectual disabilities.

Lisa Bishop
Chris Childs
Brett Douglas
Kelly Genners
Alair Gregory
Kim Hellige
Christina Kruse
Ingrid Kanics
Cindy Kurtz-Hopkins
Megan Logan
Dr. Deb Miller
Gene Rathje
Ellen Moreland
Amy Nossaman
Amber Pargmann
Zach Simonson
Sara Sparks
Mike Stiemsma
Heather Voyles
Sadie Waugh
Liz Wilson
Susan Woodford



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First Resources Corp.
Connect. Engage. Empower.

Susan Woodford, Executive Director

- *Why is this project important?*
-And-
- *What impact will it have on the community?*





PROJECT INITIATIVES

- + Preserve Rotary Garden
- + Enhances trail connection

PROGRAM CONSIDERATIONS

- + Inclusive Play Space for local and regional users
- + Skate Park [relocated]
- + On site parking for cars and buses
- + Public restroom and picnic space
- + Public open/flex space

PROJECT TIMING

2026 Construction

PROJECT STATUS

Design Development

MARKET STREET LANDING | INCLUSIVE PLAY SPACE

OVERVIEW

CREATE A PUBLIC SPACE FOR USERS OF VARYING AGES + ABILITIES



LEGACY
FOUNDATION

MARKET STREET LANDING INCLUSIVE PLAY SPACE



LEGACY
FOUNDATION



MARKET STREET LANDING INCLUSIVE PLAY SPACE



LEGACY
FOUNDATION



MARKET STREET LANDING INCLUSIVE PLAY SPACE



LEGACY
FOUNDATION



PROJECT INCLUDES

- + Removes 2/3 of Municipal Parking Lot
- + Creates public amenities and trail along river
- + Preserves space for future housing
- + Retains Boeke Blvd in current location.
- + Presents a 'looking forward' image

PROJECT TIMING: TBD **PROJECT STATUS**
Schematic Design Complete

WEST RIVERFRONT – PHASE I

OVERVIEW

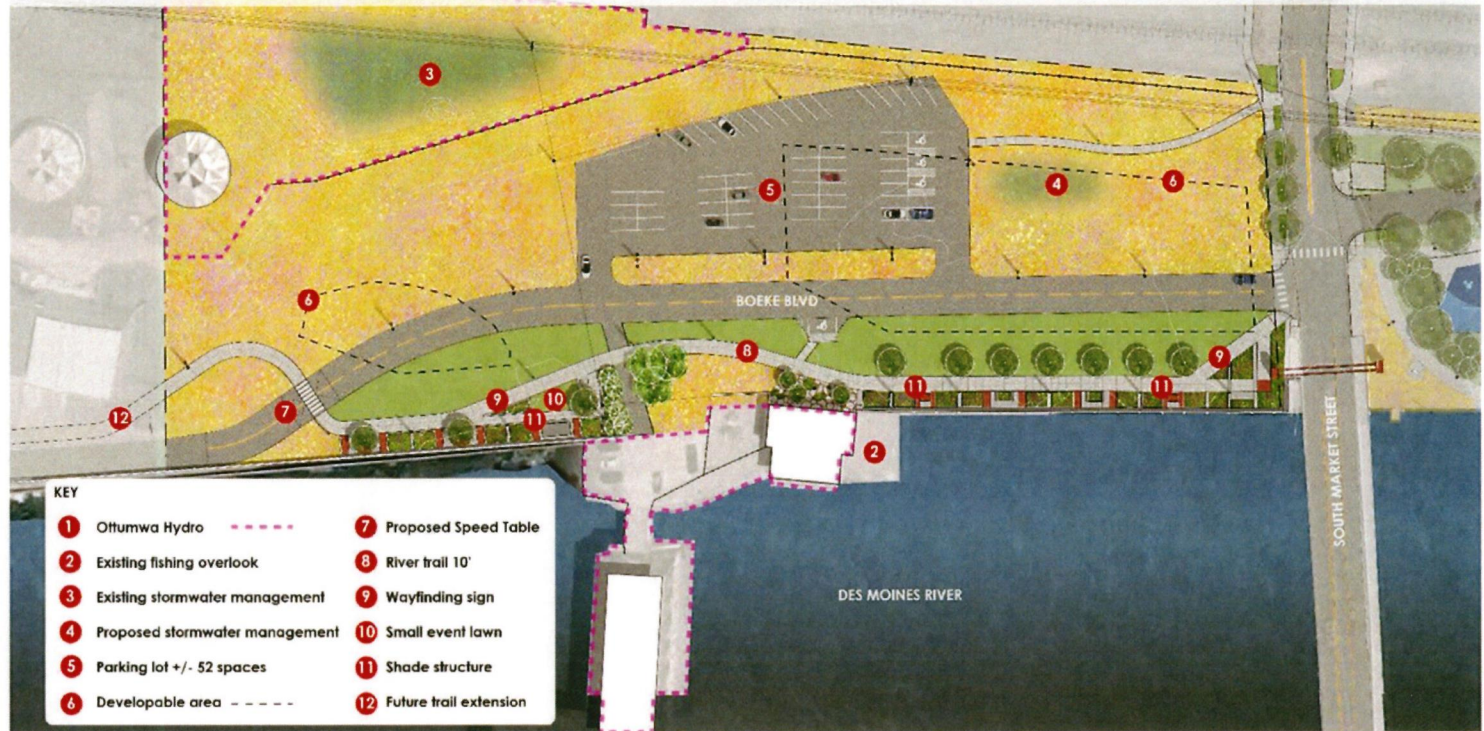
EXTEND TRAIL + PUBLIC AMENITY WEST



LEGACY
FOUNDATION

WEST RIVERFRONT

PROJECT OVERVIEW | PLAN - PHASE ONE



LEGACY
FOUNDATION



PROJECT INCLUDES

- + Relocation of Boeke Blvd.
- + Establishes community green space
- + Completes infrastructure for site utilities
- + Transforms West Riverfront character

PROJECT TIMING TBD

PROJECT STATUS

Schematic Design Complete

MARKET STREET LANDING WEST RIVERFRONT – PHASE II

OVERVIEW

RELOCATES BOEKE BLVD + SETS STAGE FOR COMPLETING THE WEST RIVERFRONT



LEGACY
FOUNDATION

WEST RIVERFRONT

PROJECT OVERVIEW | PLAN - PHASE TWO



- KEY**
- 1 Paved parking - 49 stalls
 - 2 Proposed stormwater management
 - 3 River trail 10'
 - 4 Public art
 - 5 Native plantings
 - 6 Event lawn



LEGACY
FOUNDATION



MARKET STREET LANDING - WEST RIVERFRONT



LEGACY
FOUNDATION



MARKET STREET LANDING - WEST RIVERFRONT | PHASE II



LEGACY
FOUNDATION



MARKET STREET LANDING - WEST RIVERFRONT | PHASE II



LEGACY
FOUNDATION



MARKET STREET LANDING - WEST RIVERFRONT | PHASE II



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FOUNDATION



MARKET STREET LANDING WEST RIVERFRONT



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PROJECT INCLUDES

- + Extension of riverfront trail to trailhead
- + Connects the dots!

PROJECT TIMING TBD

PROJECT STATUS

Design/engineering not started

MARKET STREET LANDING - WEST RIVERFRONT TRAIL EXTENSION

OVERVIEW

PROVIDES SEAMLESS TRAIL CONNECTION



LEGACY
FOUNDATION



SKATE PARK RELOCATION



LEGACY
FOUNDATION

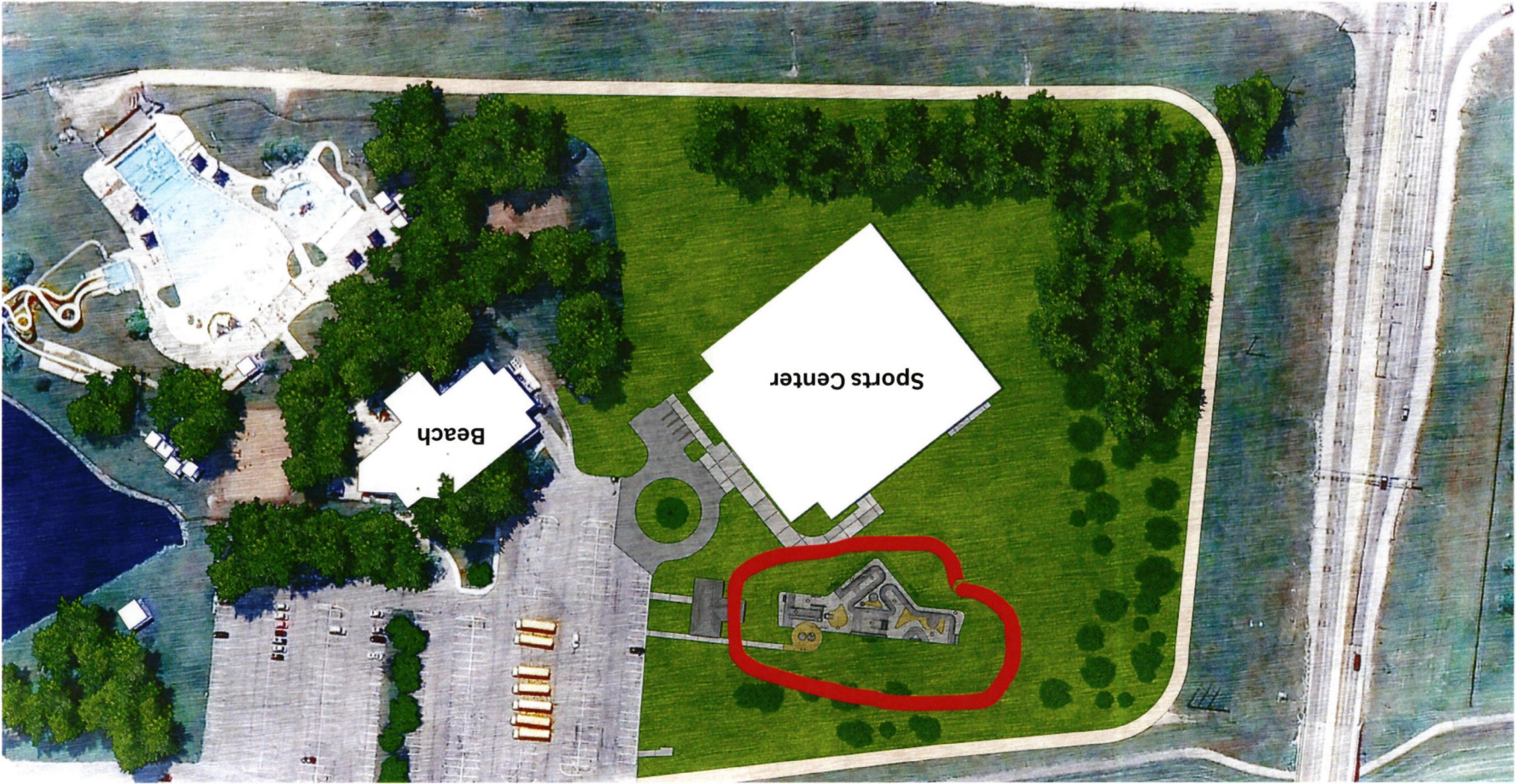


WHEELED SPORTS STEERING COMMITTEE

Josh Gettings
Randall Gimm
Jerrod Glasgow
Gene Rathje
Alexis Reyman
Andy Maw
Vince O'Neil
Ron Thomas



LEGACY
FOUNDATION



The skatepark will be a game changer for Ottumwa's wheels sports community - simultaneously energizing seasoned riders, while activating a whole new generation of skateboarders and wheel sports athletes.



ALL-WHEELS SPORTS PARK

Thoughtful flow and terrain that accommodates all skill levels and riding styles.

10,000 square foot contemporary concrete layout featuring ramps, pads, rails and steps, as well as multiple horseshoe bowls



PERSPECTIVE FROM A SKATE BOARDER

Randall Gimm, Wheeled Sports Steering Committee Member



LEGACY
FOUNDATION

Kelly Genners

Legacy Foundation

kgenners@ottumwalegacy.org

641.455.5260

MORE INFORMATION

www.marketstreetlanding.org



LEGACY
FOUNDATION

received
1.30.25 11:30

Item No. F.-1.

received
1.30.25 11:30

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 4, 2025

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 10-2025: Resolution Approving and Authorizing the Convenyance of Certain Real Property at 2411 N Court and 2415 N Court to Blunt Investments, Limited Liability Company and Approving and Authorizing Execution of a Related Purchase Agreement.

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

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

RECOMMENDATION: Pass and adopt Resolution No. 10-2025

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 parcels were rezoned at previous Council meetings to permit the car wash use. This resolution approves the purchase agreement to sell the parcels. The buyer has offered \$5,000 as well as half of the cost for preparing the easements necessary to secure access to City stormwater infrastructure.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

February 4, 2025

5:30 P.M.

- Public hearing on the proposal to convey interests in real property at 2411 N Court and 2415 N Court to Blunt Investments, Limited Liability Company pursuant to a proposed Purchase Agreement
- Resolution approving and authorizing the conveyance of certain real property at 2411 N Court and 2415 N Court to Blunt Investments, Limited Liability Company, and approving and authorizing execution of a related Purchase Agreement

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.

February 4, 2025

The City Council of the City of Ottumwa in the 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 at 2411 N Court and 2415 N Court to Blunt Investments, Limited Liability Company and to approve and authorize execution of a related Purchase Agreement by and between the City of Ottumwa and Blunt Investments, Limited Liability Company, 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 AT 2411 N COURT AND 2415 N COURT TO BLUNT INVESTMENTS, LIMITED LIABILITY COMPANY AND APPROVING AND AUTHORIZING EXECUTION OF A RELATED PURCHASE AGREEMENT", 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 _____, 2025.

Council Member McAntire 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. 10-2025

RESOLUTION APPROVING AND AUTHORIZING THE
CONVEYANCE OF CERTAIN REAL PROPERTY AT 2411 N
COURT AND 2415 N COURT TO BLUNT INVESTMENTS,
LIMITED LIABILITY COMPANY AND APPROVING AND
AUTHORIZING EXECUTION OF A RELATED PURCHASE
AGREEMENT

WHEREAS, the City of Ottumwa (the "City") has received a proposal from Blunt Investments, Limited Liability Company (the "Buyer"), in the form of a proposed Purchase Agreement (the "Agreement"), which Agreement proposes that the City would sell certain City-owned real property (the "Property") to Buyer for a purchase price of \$5,000 and in consideration of Buyer's other obligations under the Agreement, which Property is legally described as follows:

A part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Seven (7), Township Seventy-two (72) North, Range Thirteen (13) West of the 5th P.M. and also a part of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Seventy-two (72) North, 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 (SW $\frac{1}{4}$) of the Southwest Quarter. (SW $\frac{1}{4}$) 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 the 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 SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ 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 (SW $\frac{1}{4}$) of said Section 7; thence South 89 degrees – 36' – 40" West on a line that is parallel with the North line of the said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section.12, a distance of 148.55 feet to a point on the Easterly right-of-way line of 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 SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ 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 SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 12, a distance of 79.18 feet to the point of beginning containing a total of 2.30 acres more or less.

Note: In the above description the West line of the NW¼ of the SW¼ of Section 7, Township 72 North, Range 13 West of the 5th P.M. was assumed to bear North 00 degrees – 00' – 06" East.

WHEREAS, the Agreement provides for the City's reservation of a permanent public easement; and

WHEREAS, by Resolution adopted January 21, 2025, this Council set a public hearing on the proposed conveyance of the Property for the City Council meeting on February 4, 2025; 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 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 Property described herein shall be conveyed by the City to Blunt Investments, Limited Liability Company in exchange for \$5,000 and in consideration of other obligations under the Agreement, pursuant to the terms and conditions of the Agreement.

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

PASSED AND APPROVED this 4th day of February, 2025.

Richard W. Johnson
Mayor

ATTEST:

Christina Reinhard
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 4th day of February, 2025.

Christine Reinhard

City Clerk, City of Ottumwa, State of Iowa



PURCHASE AGREEMENT

FOR

2411 N COURT AND 2415 N COURT, OTTUMWA, IOWA (the "Property")

This Purchase Agreement (the "Agreement") is entered into by and between the City of Ottumwa, Iowa, a municipality (the "City") and Blunt Investments, Limited Liability Company (the "Buyer").

WHEREAS, the City has received a proposal from the Buyer (the "Buyer's Proposal") for the purchase of the Property, a summary of which is attached hereto and incorporated herein by this reference as Exhibit A; and

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 Buyer under this Agreement, the City agrees to sell, and the Buyer agrees to purchase, the Property, 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 process required by the City pursuant to Iowa Code Section 364.7. Buyer 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, Buyer may, at Buyer'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 Buyer, and Buyer'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 and the conditions to closing herein being satisfied, shall occur on a mutually agreeable date to be scheduled within 45 days of the City's approval and execution of this Agreement (the "Closing Date"). Possession of the Property ("Possession") shall be delivered to Buyer 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 Buyer of a duly executed deed without warranty (the "Deed") for the Property, the filing of all title transfer documents, and the City's receipt of all funds due at the Closing Date from Buyer 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. One-half of the cost to survey the Property for the purpose of identifying, reserving, and documenting easements.
 - iii. One-half of the cost of an abstract for the Property.
 - iv. One-half of a closing fee charged by a closing agent, if any.
 - v. Transfer taxes, if applicable.

- b. The Buyer agrees to pay:
 - i. The Purchase Price.
 - ii. Buyer's attorney's fees or other professional fees incurred by Buyer in connection with this transaction.
 - iii. One-half of the cost to survey the Property for the purpose of identifying, reserving, and documenting easements.
 - iv. One-half of the cost of an abstract for the Property.
 - v. One-half of a closing fee charged by a closing agent, if any.
 - vi. 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 Buyer acknowledges that the Seller is a tax-exempt government entity, and the Buyer agrees that the Seller shall not be required to pay any real estate taxes or to give the Buyer a credit for prorated real estate taxes at Closing. The Buyer 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 Buyer 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 Buyer 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 Buyer shall complete the Closing regardless of the extent of damages. Buyer shall bear the risk of loss or damage to the Property after Closing.

Section 1.6. Inspection and Disclaimer of Warranties. Buyer 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. Buyer represents to the City that Buyer has conducted, or will conduct prior to Closing, any investigations of the Property, including its physical and environmental condition, as the Buyer deems necessary to satisfy itself as to the condition of the Property. **Buyer acknowledges and agrees that at the Closing, Buyer shall accept the Property “as is, where is, with all faults.”** At the Closing, Buyer shall be deemed to have released the City from any claims, known or unknown, which the Buyer 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. Buyer 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 Buyer and at equal expense to Buyer and Seller, 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 Buyer’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 Buyer 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 Buyer when the Purchase Price is paid in full.

Section 1.8. Conditions to Closing. The Buyer’s and Seller’s obligations under this agreement are subject to the fulfillment of each of the following conditions:

- a. This Agreement being approved by the City Council of the City of Ottumwa, Iowa.
- b. The City of Ottumwa successfully completing the process to rezone the Property from the existing zoning classifications to a C-2 Community Commercial District classification.
- c. Buyer and Seller executing and recording easement agreements, in substantially the form attached hereto as Exhibit B, to provide for the reservation of any necessary utility easements.
- d. Seller’s representations and warranties set forth in this agreement being true, correct, and complete as of the Closing Date.

If these conditions precedent are not satisfied prior to the Closing Date, either party may terminate this agreement by providing written notice to other.

Section 1.9. Certification. The Buyer 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. PROPERTY MAINTENANCE OBLIGATIONS

Section 2.1. Compliance with Laws. Buyer shall comply with all state, federal, and local laws, rules, and regulations relating to the Property, 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 2.2. Available Information. Upon request, Buyer shall promptly provide the City with copies of information requested by City that are related to this Agreement and the Buyer's obligations hereunder.

Section 2.3. Insurance. The Buyer shall, during its ownership of the Property, maintain insurance coverages with respect to the Property 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 2.4. Maintenance of Property. From and after the Closing Date, Buyer agrees to maintain, preserve, and keep the Property (and the Improvements, once constructed) 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. Buyer 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 Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Buyer 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 Buyer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Property; 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 Buyer, or its officers, agents, servants, or employees or any other person who may be about the 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, the parties' sole remedies for a default under this Agreement shall be as follows:

e. If the City breaches, repudiates, or otherwise fails to timely perform this agreement, the Buyer'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.

f. If the Buyer 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 Buyer and to recover its actual out-of-pocket expenses associated with this transaction, not to exceed \$1,000, from the Buyer.

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 to the Buyer at the Buyer'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.

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. 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 Buyer 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.

BUYER: Blunt Investments

Signature: Jason Blunt

Date: 2-4-25

Print Name of Signer: Jason W. Blunt

If signing in representative capacity, signer's title in Buyer entity: Member-Manager

CITY OF OTTUMWA, IOWA

By:

Richard W. Johnson
Mayor

Date:

2-4-2025

Attest By:

Christine Reinhard
City Clerk



EXHIBIT A
TERMS OF BUYER'S PROPOSAL

PROPERTY:

Street Address of Property: 2411 N Court and 2415 N Court, Ottumwa, Iowa

Legal Description of Property:

A part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Seven (7), Township Seventy-two (72) North, Range Thirteen (13) West of the 5th P.M. and also a part of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Seventy-two (72) North, 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 (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) 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 the 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 SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ 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 (SW $\frac{1}{4}$) of said Section 7; thence South 89 degrees – 36' – 40" West on a line that is parallel with the North line of the said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 12, a distance of 148.55 feet to a point on the Easterly right-of-way line of 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 SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ 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 SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 12, a distance of 79.18 feet to the point of beginning containing a total of 2.30 acres more or less.

Note: In the above description the West line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, Township 72 North, Range 13 West of the 5th P.M. was assumed to bear North 00 degrees – 00' – 06" East.

BUYER:

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

Blunt Investments, Limited Liability Company

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

639 Mill Street, Ottumwa, Iowa 52501

PURCHASE PRICE:

Five Thousand Dollars and No Cents (\$5,000.00)

EXHIBIT B

[page intentionally left blank]

Prepared by: Logan S. Brundage, Ahlers & Cooney, P.C., 100 Court Ave, Ste. 600, Des Moines, IA 50309; 515-246-0331

Return to: City of Ottumwa, Iowa, 105 E. Third Street, Ottumwa, Iowa 52501

DECLARATION OF RESERVED PUBLIC UTILITY EASEMENT

This Declaration of Reserved Public Utility Easement is dated as of _____, 2025 and is made by and between the City of Ottumwa, Iowa (the "City") and Blunt Investments, Limited Liability Company ("Blunt").

The City intends to sell certain real property locally known as 2411 N Court and 2415 N Court and legally described in Exhibit 1 attached hereto and incorporated herein by this reference (the "Property") to Blunt, but desires to reserve unto itself the rights described in this easement, in order to provide for continued access across a portion of the Property (the "Easement Area") described as follows:

See Exhibit 2 attached hereto and incorporated herein by this reference.

The City therefore reserves an easement in the Easement Area on the following terms:

1. **Reservation of Easement.** The City hereby reserves unto itself, and for the benefit of the City, its permittees, and its licensees, a permanent easement and right of way for public utilities, as from time to time determined by the City, over, under, through, on, within, and across the Easement Area for the purpose of constructing, reconstructing, repairing, replacing, grading, improving, inspecting, and maintaining infrastructure for public utilities, including, but not limited to, public water, sewer, electrical, natural gas, telephone, and data transmission utility services, together with necessary appurtenances thereto, under, over, through, on, within, and across said Easement Area.

2. **Limitations on Use.** Except as otherwise provided herein, the legal title owners of the Easement Area, or any portion thereof, and their successors and assigns shall not erect any fence or structure under, over, on, through, across, or within the Easement Area that would impede the use of the Easement Area as provided for herein, without obtaining the City's prior written consent.

3. **Maintenance.** The legal title owners of the Easement Area, or any portion thereof, and their successors and assigns shall keep and preserve the Easement Area in good repair and condition at all times, and shall not plant nor permit to grow any trees or other vegetative growth within the Easement Area which might reasonably be expected to obstruct or impair the City's use and enjoyment of the Easement Area for the purposes described herein. Except as specified herein, the City shall not be responsible for any maintenance of the land located within the Easement Area whatsoever and that responsibility shall remain with the legal title owners of the Easement Area, or any portion thereof, and their successors and assigns.

4. **Change in Grade Prohibited.** The legal title owners of the Easement Area, or any portion thereof, and their successors and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City.

5. **Easement Area 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.

6. **Right of Access.** The City shall have the right of access to the Easement Area from property adjacent to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area as herein described, including, but not limited to, the right to remove any unauthorized obstructions, structures, planting, or material placed or erected on the Easement Area and the right to improve, repair, and maintain the Easement Area in whatever manner necessary consistent with its purpose.

7. **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.

8. **Easement and Covenants Run with the Land.** The Property and the Easement Area shall be held and conveyed subject to the terms of this easement agreement, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any interest in said properties, or any part thereof, and their respective successors and assigns. This easement agreement shall not merge into fee simple title when the Property is conveyed by the City to the Blunt.

9. **Choice of Law.** All claims relating to this easement 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 easement agreement shall be in state court located in Wapello County, Iowa.

11. **Entire Agreement.** This easement agreement constitutes the entire understanding between the parties with respect to the subject matter of this easement agreement and supersedes all other agreements, whether written or oral, between the parties.

12. **Modification.** No amendment of this easement agreement will be effective unless it is in writing and signed by the City and the title owner of the Easement Area, or their respective successor in interest.

13. **Waiver.** No waiver under this easement agreement will be effective unless it is in writing and signed by the person or entity granting the waiver.

14. **Severability.** The parties agree that if a dispute between the parties arises out of this easement agreement, they would want the court to interpret this easement 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 easement 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 easement agreement, by holding the entire easement agreement unenforceable.

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



ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

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

STATE OF IOWA, COUNTY OF WAPELLO, ss:

On this 4th day of February, 2025, before me, the undersigned, 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, pursuant to City Council Resolution, and that said Mayor and City Clerk acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Katy King

Notary Public in and for the State of Iowa



EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

Locally known as: 2411 N Court and 2415 N Court, Ottumwa, Iowa,

And legally described as:

A part of the Southwest Quarter (SW $\frac{1}{4}$) of Section Seven (7), Township Seventy-two (72) North, Range Thirteen (13) West of the 5th P.M. and also a part of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Seventy-two (72) North, 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:

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Note: In the above description the West line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, Township 72 North, Range 13 West of the 5th P.M. was assumed to bear North 00 degrees – 00' – 06" East.

EXHIBIT 2

Utility Easement Legal Description / Plat of Easement

An Easement for Storm Sewer Water Management over and across the Fractional Southwest Quarter of the Fractional Southwest Quarter of Section 7 - Township 72 North - Range 13 West of the 5th P.M., and the Southeast Quarter of the Southeast Quarter of Section 12 - Township 72 North - Range 14 West of the 5th P.M., all in the City of Ottumwa, Iowa, being a part of that tract of land described in Book 2015 on Page 5249 in the Office of the Wapello County Recorder and more particularly described as follows:

Commencing at the Northwest corner of said Southwest Fractional Quarter of the Southwest Fractional Quarter; thence North $87^{\circ}42'45''$ East 129.96 feet along the Southerly line of Lot Four in Bradford's Northgate Addition to the City of Ottumwa to the Point of Beginning; thence continuing North $87^{\circ}42'45''$ East 141.25 feet along said Southerly line; thence South $66^{\circ}23'10''$ West 89.45 feet; thence South $38^{\circ}57'45''$ West 193.36 feet to the North line of Lot One in Lakin Subdivision, on Addition to the City of Ottumwa; thence South $88^{\circ}13'50''$ West 66.04 feet along said South line; thence continuing along said South line South $88^{\circ}46'10''$ West 19.58 feet; thence North $38^{\circ}57'45''$ East 235.36 feet to the Point of Beginning, containing 0.37 acres.

INDEX LEGEND	
LOCATION:	SW FR. 1/4 - SW FR 1/4 OF SEC. 7-72-13 & SE 1/4 - SE 1/4 OF SEC. 12-72-14
PROPRIETOR:	CITY OF OTTUMWA
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577

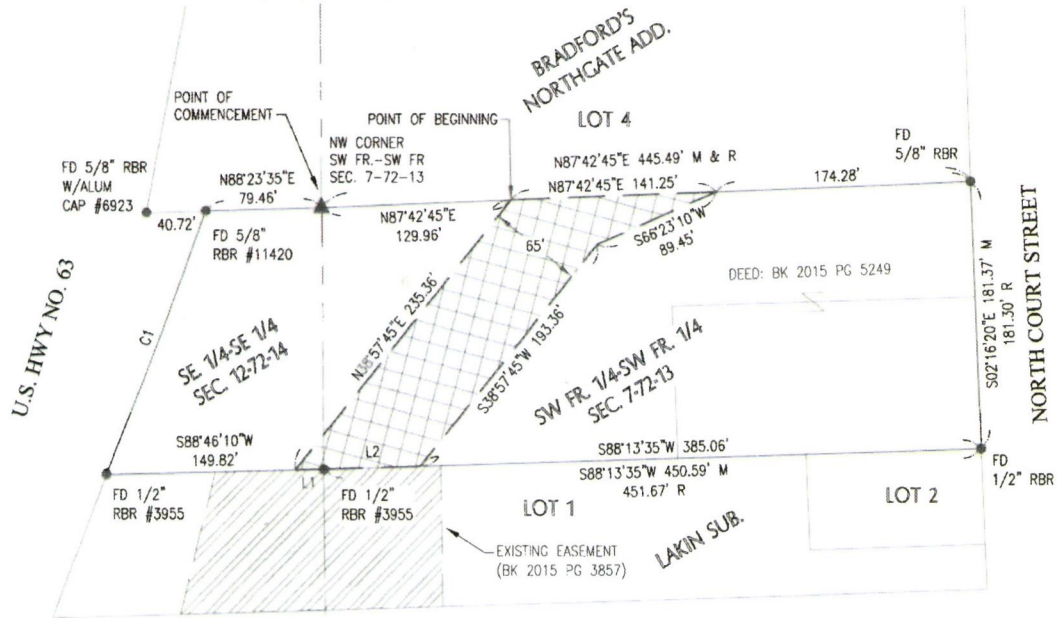


RESERVED FOR RECORDER'S USE
P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

EASEMENT PLAT

An Easement for Storm Sewer Water Management over and across the Fractional Southwest Quarter of the Fractional Southwest Quarter of Section 7 - Township 72 North - Range 13 West of the 5th P.M., and the Southeast Quarter of the Southeast Quarter of Section 12 - Township 72 North - Range 14 West of the 5th P.M., all in the City of Ottumwa, Iowa, being a part of that tract of land described in Book 2015 on Page 5249 in the Office of the Wapello County Recorder and more particularly described as follows:

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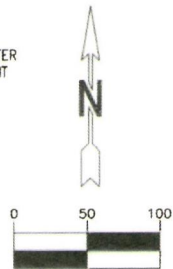


LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°46'10"W	19.58'
L2	S88°13'50"W	66.04'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHD. BRG.	CHORD
C1	191.06'	3995.00'	N20°58'55"E	191.05'

= PROPOSED STORM WATER MANAGEMENT EASEMENT (0.37 ACRES)

- ▲ = SECTION CORNER FOUND
- △ = SECTION CORNER SET (5/8" X 30" REBAR #19960)
- = PROPERTY CORNER FOUND
- = PROPERTY CORNER SET (5/8" X 30" REBAR #19960)
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION



DATE OF FIELDWORK: DECEMBER 2024
BASIS OF BEARINGS: IOWA RCS, ZONE 12

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 Professional Land Surveyor under the laws of the State of Iowa.

Bobby J. Maddaleno 1-23-25
Bobby J. Maddaleno, P.L.S. Date
License number: 19960
My license renewal date is December 31, 2025
Pages or sheets covered by this seal: 1



CITY OF OTTUMWA
PART OF SW FR. 1/4-SW FR. 1/4 OF
SEC. 7-72-13 AND PART OF
SE 1/4-SE 1/4 OF SEC. 12-72-14
OTTUMWA, IOWA

DATE: 1-23-25 DRN. BJM APP.

FLD.BK. PROJ.NO. 6024372

received
1-23-25 130

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 4, 2025

City Clerk _____
Department

Chris Reinhard

Prepared By

Chris Reinhard

Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Ordinance No. 3238-2025, Amending the Municipal Code of the City of Ottumwa, Iowa by Repealing and Replacing Section 25-114 as it relates to Possession of Tobacco by Underage Persons.

Public hearing required if this box is checked.

RECOMMENDATION: Pass the second consideration of Ordinance No. 3238-2025.

DISCUSSION: Section 25-114 of the City of Ottumwa Municipal Code identifies the legal age for possession of any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes as 18 years of age. State Code Chapter 453A.2 was recently updated to reflect and identify the legal age for possession of any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes as 21 years of age. Ordinance No. 3238-2025 updates this section to match State Code.

Source of Funds: NA

Budgeted Item: Budget Amendment Needed: No

ORDINANCE NO. 3238-2025

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA BY REPEALING AND REPLACING SECTION 25-114 AS IT RELATES TO THE POSSESSION OF TOBACCO BY UNDERAGE PERSONS AS SET FORTH HEREAFTER.

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

SECTION ONE. The Municipal Code of the City of Ottumwa, Iowa is hereby amended by repealing and replacing sec. 25-114 as follows:

Sec. 25-114. - Possession of tobacco by or sales to person under legal age.

- (a) A person shall not sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under 21 years of age.
- (b) A person under 21 years of age shall not smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes.
- (c) Possession of tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes by an individual under 21 years of age does not constitute a violation under this section if the individual under 21 years of age possesses the tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes as part of the individual's employment and the individual is employed by a person who holds a valid permit under state and local law, or who otherwise lawfully offers for sale or sells cigarettes or tobacco products.
- (d) Exception.
 - (1) A person shall not be guilty of a violation of this section if conduct that would otherwise constitute a violation is performed to assess compliance with tobacco, tobacco products, alternative nicotine products, vapor products, or cigarette laws if any of the following applies:
 - a. The compliance effort is conducted by or under the supervision of law enforcement officers.
 - b. The compliance effort is conducted with the advance knowledge of law enforcement officers and reasonable measures are adopted by those conducting the effort to ensure that use of tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes by individuals under 21 years of age does not result from participation by

any individual under 21 years of age in the compliance effort.

- (2) For the purposes of this subsection, the term "law enforcement officer" means a peace officer as defined in I.C.A § 801.4 and includes persons designated under subsection (d) of this section to enforce this section.

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

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

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

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

Passed on its first consideration on the 21 day of January, 2025.

Passed on its second consideration on the 4 day of February, 2025.

Passed on its third consideration on the day of , 2025.

Approved this 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:

Christina Reinhard, CMC, City Clerk

received
1.28.25 9:40 AM

Item No. H.-1.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 4, 2025

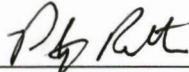
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Approve a Two-Year Lease Agreement for the Ottumwa Levee System Farm Ground Between 120th Avenue and 77th Street in Wapello County, Iowa with Austin Bakalar

Public hearing required if this box is checked.

RECOMMENDATION: Authorize the Mayor to sign the attached Lease Agreement

DISCUSSION: The City of Ottumwa owns approximately 44 acres of potential farm ground along with timber and scrub ground behind the levee system at the Water Pollution Control Facility between 120th Ave and 77th St in Wapello County, Iowa. A portion of this had been previously farmed, but has not been rented for the past few years. The City was contacted by two individuals with an interest in clearing the land and farming the eligible acreage. Since beginning conversation one has relinquished interest leaving Austin Bakalar interested in the property. The attached Lease Agreement identifies the terms of the arrangement...In exchange for maintaining the land, Bakalar can farm the land and will pay \$350 / yr.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

**CITY OF OTTUMWA
FARM LEASE AGREEMENT
WITH AUSTIN BAKALAR**

This Lease Agreement made and entered into this 4 day of February, 2025 by and between the City of Ottumwa, Iowa, a municipal corporation, situated in Wapello County, Iowa, hereinafter referred to as “**LANDLORD**” and Austin Bakalar hereinafter referred to as “**TENANT**”.

WITNESSETH:

WHEREAS, the City of Ottumwa owns approximately 44 acres of land, more or less, situated behind the levee system adjacent to the Water Pollution Control Facility between 120th Avenue and 77th Street in Wapello County, Iowa, which is owned by the LANDLORD, and subject to the management and control of the LANDLORD; and

WHEREAS, TENANT has agreed to rent approximately 44 acres more or less of hay/crop ground and unimproved timber ground as identified on Exhibit A and attached hereto; and

WHEREAS, TENANT has agreed to maintain the land via mowing, clearing timber, and/or farming the stated acreage at their expense.

THE PARTIES AGREE AS FOLLOWS:

- 1. REAL ESTATE AND TERM.** LANDLORD leases to TENANT the following real estate situated in Wapello County Iowa, (the “REAL ESTATE”):

Approximately 44 acres of hay/crop/timber ground behind the levee system at the Water Pollution Control Facility as shown on the attached map (Exhibit 1).

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

Possession by TENANT shall be for a term of two (2) years to commence on or before March 1, 2025 following approval by both parties and ending on February 28, 2027 (the “TERM”).

- 2. RENT.** TENANT shall pay to LANDLORD \$150.00 per year as annual cash rent for the REAL ESTATE (the “RENT”). The RENT shall be payable in a single installment on or before March 1 of each year of the Lease. All RENT is to be paid to LANDLORD at the address above or at such other place as LANDLORD may direct in writing. RENT must be in LANDLORD’s possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires LANDLORD’s consent. All payments from participation in governmental programs shall be received by TENANT.

3. **INPUT COSTS AND EXPENSES.** TENANT shall prepare the REAL ESTATE and plant such crops in a timely fashion. TENANT shall only be entitled to pasture or till those portions of the REAL ESTATE designated by LANDLORD. All machinery, equipment, and labor, necessary to carry out the terms of this Lease shall be furnished by and at the expense of the TENANT. All materials, in the amounts required by good husbandry, shall be acquired and paid for by TENANT.
4. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS, AND GRASS.** TENANT shall farm the REAL ESTATE in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event TENANT fails to do so, LANDLORD reserves the rights, personally or by designated agents, to enter upon the REAL ESTATE and properly care for and harvest all growing crops, charging the cost of the care and harvest to the TENANT, as part of the RENT. TENANT shall timely control all weeds, including noxious weeds, weeds in fence rows, along driveways and around buildings throughout the REAL ESTATE. TENANT shall comply with all terms of any Natural Resource and Conservation Service (NRCS) conservation plan and any other required environmental plans for the REAL ESTATE. TENANT shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces, and tile drains, and abstain from any practice which will cause damage to the REAL ESTATE. TENANT shall investigate and report all broken or inoperative tile lines to LANDLORD. Repairs and maintenance of tile will be paid for on-half by TENANT and one-half by LANDLORD.

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

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

TENANT shall maintain accurate yield records for the REAL ESTATE, and upon request, during or after the TERM, shall disclose to LANDLORD, all yield base information required for participation in government programs.

5. **ENVIRONMENTAL.** TENANT shall comply with all applicable environmental laws concerning application, storage, and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. TENANT shall apply any chemicals used for

weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the REAL ESTATE.

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

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

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

testing, engineering studies, determining utility availability, determining the appropriateness of access of highways and other modes of transportation, obtaining approval of public and governmental authorities relating to zoning, special use permits or similar requirements. Moreover, TENANT fully agrees to cooperate with LANDLORD in executing or approving all applications, petitions, agreements, or other documents relating to LANDLORD engaging in such undertakings. LANDLORD shall compensate TENANT for damage to crops that arise out of such entry.

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

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

TENANT will not, without the express written approval of the LANDLORD, place any sign or decorations on the leased premises. The size and location of a sign, if any, will be determined by mutual consent of the TENANT and LANDLORD.

(Remainder of page left blank intentionally)

IN WITNESS HEREOF, the parties hereto have caused their duly authorized representatives as of the date first written above.

**LANDLORD:
CITY OF OTTUMWA, IOWA**

By: Richard W. Johnson
Name: Richard W. Johnson
Title: Mayor

ATTEST:

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



TENANT:

By: Audie Penn

2472 Glasgow Rd Fairfield IA, 52556
Address



↑ North



Homeless Camp
He would clean this
up too if homeless
were gone

Depending on lease amount - would
lease it all.

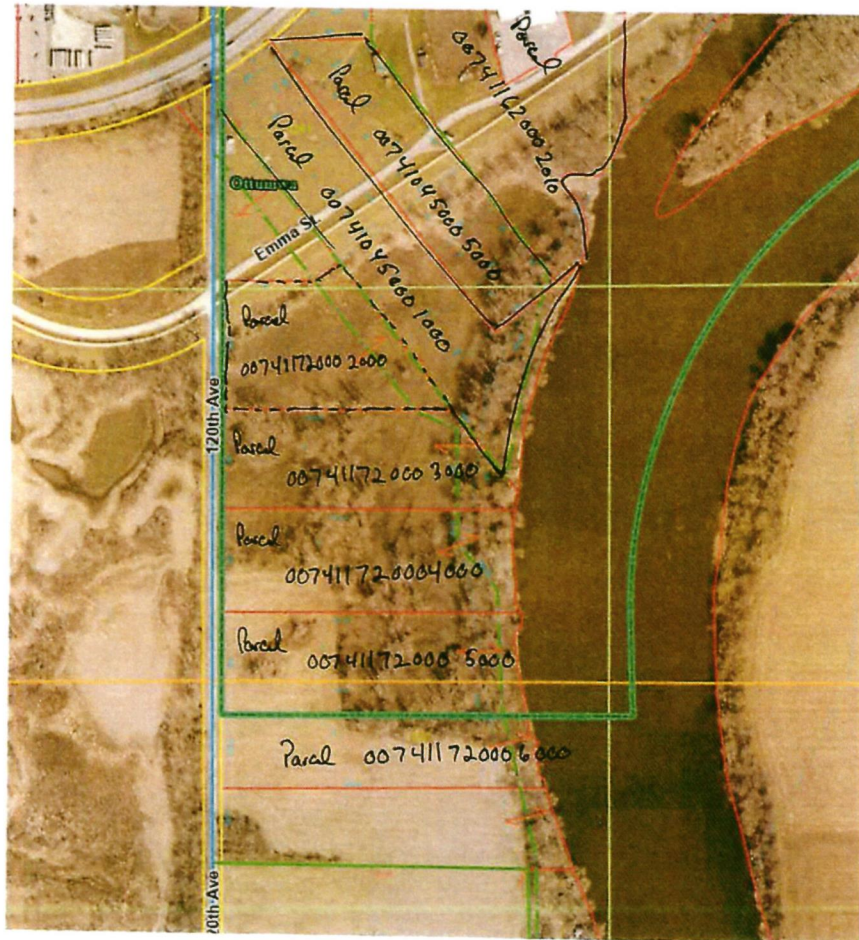
He also offered to just clean it up w/
permission if we don't want to lease.

He just plans on cutting brush - keep it
mowed and cutting smaller trees. Nothing big (trees).

There is a low area in the middle - would fill
with wood chips if approved.

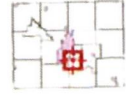
Some concrete in the middle that has been dumped
in the past.

↑ NORTH





Overview

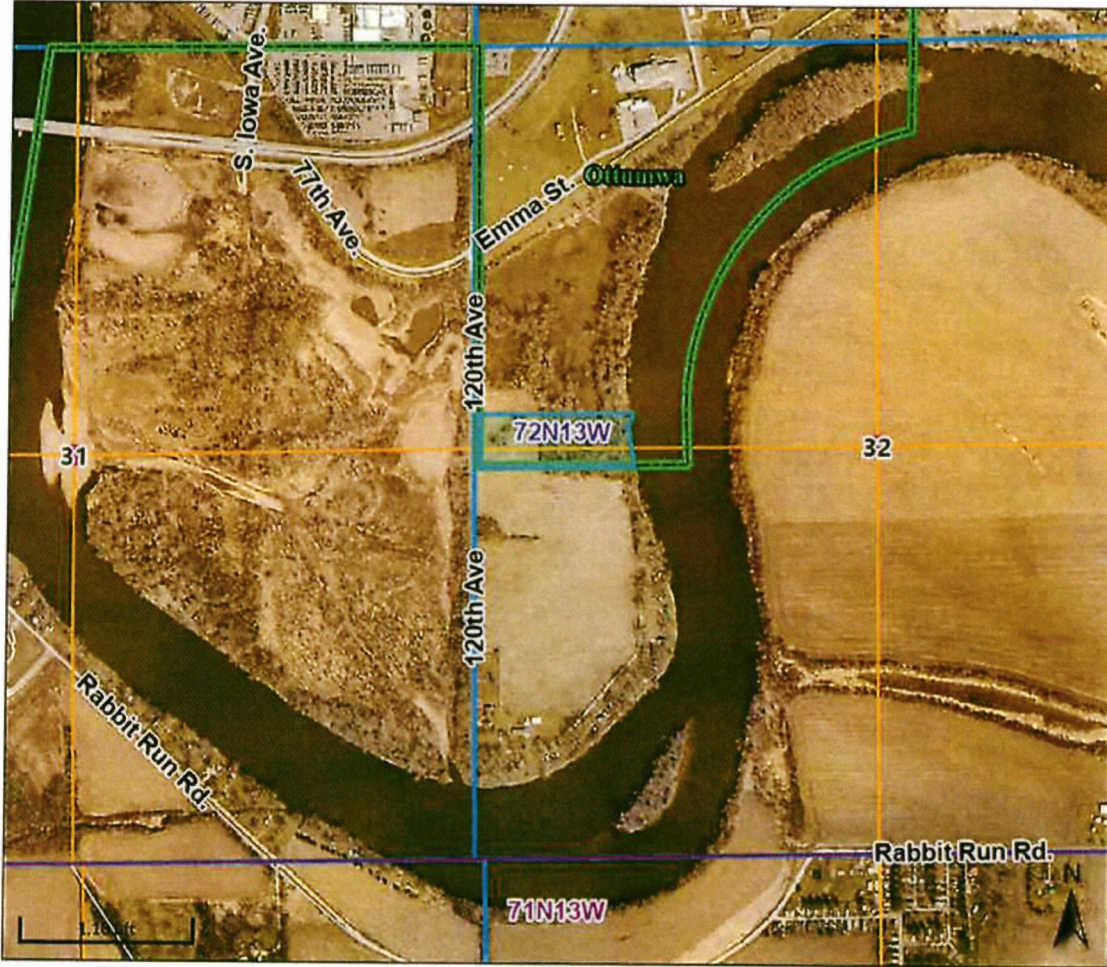


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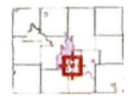
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- Lots
- Parcels**
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- Subdivisions
- City Limits
- Lot Symbols
- Misc Symbols
- Parcel Symbols
- Road Symbols
- Right-of-Way Line
- Roads**
- Sections
- Section Center
- Quarter Lines
- Quarter Quarter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

Parcel ID	007411720006000	Alternate ID	n/a	Owner Address	Ottumwa City
Sec/Twp/Rng	0-0-0	Class	R		105 E Third
Property Address		Acreage	7.76		Ottumwa, IA 52501
District	OTTUMWA/OTTUMWA /WESTGATE4 TIF				
Brief Tax Description	GODFREYS ADD LOT 6				
	(Note: Not to be used on legal documents)				

Date created: 10/7/2024
 Last Data Uploaded: 10/7/2024 6:02:54 AM



Overview

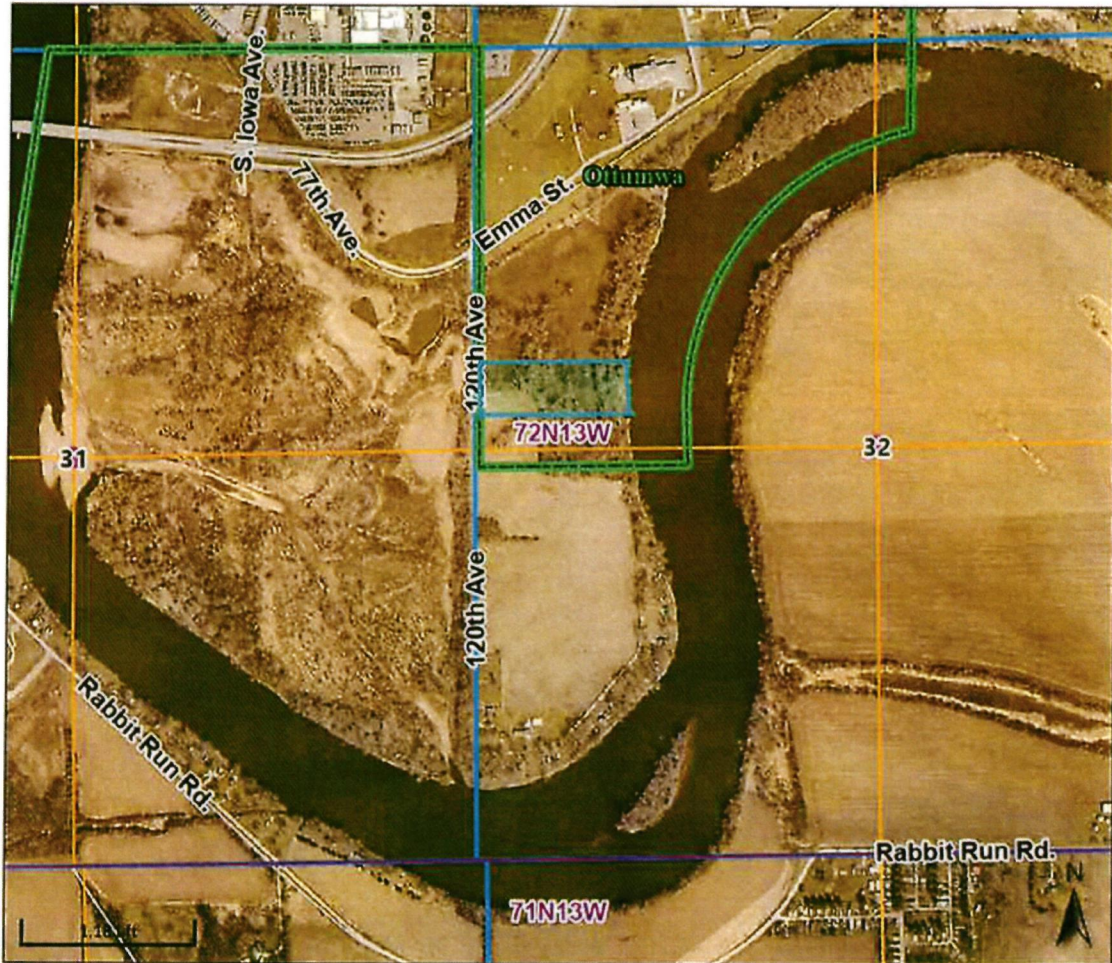


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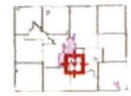
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- Subdivisions
- City Limits
- Parcel Symbols
- Right-of-Way Line
- Roads**
- Sections
- Section Center
- Quarter Lines
- Quarter Quarter Lines

Parcel ID	007411720005000	Alternate ID	n/a	Owner Address	Ottumwa City
Sec/Twp/Rng	0-0-0	Class	R		105 E Third
Property Address		Acres	5.73		Ottumwa, IA 52501
District	OTTUMWA/OTTUMWA /WESTGATE4 TIF				
Brief Tax Description	GODFREYS ADD LOT 5				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 10/7/2024
 Last Data Uploaded: 10/7/2024 6:02:54 AM



Overview

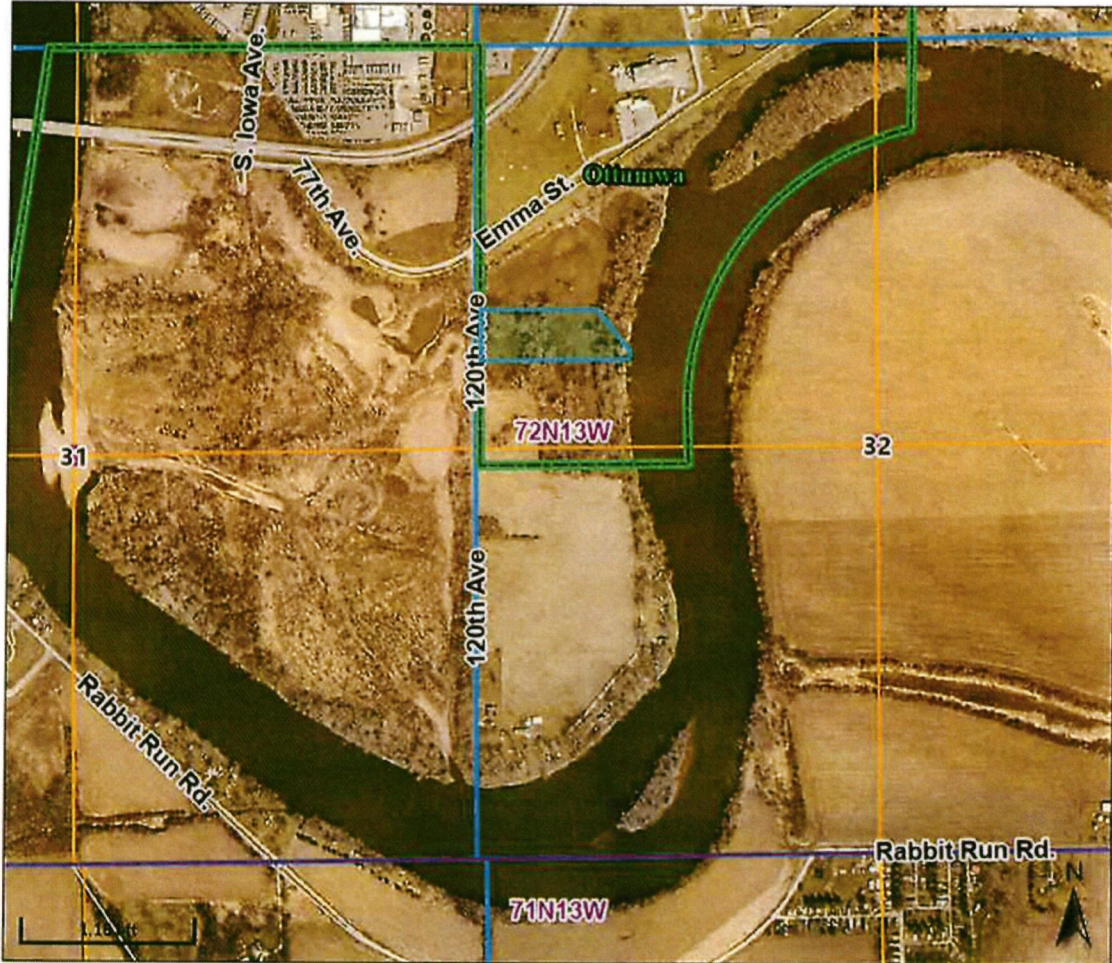


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- Lots
- Parcels**
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- Subdivisions
- City Limits
- Parcel Symbols
- Right-of-Way Line
- Roads**
- Sections
- Section Center
- Quarter Lines
- Quarter Quarter Lines

Parcel ID	007411720004000	Alternate ID	n/a	Owner Address	Ottumwa City
Sec/Twp/Rng	0-0-0	Class	R		105 E Third
Property Address		Acreeage	7.32		Ottumwa, IA 52501
District	OTTUMWA/OTTUMWA /WESTGATE4 TIF				
Brief Tax Description	GODFREYS ADD LOT 4 & TRACT BTWN LOTS 3 & 4				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 10/7/2024
 Last Data Uploaded: 10/7/2024 6:02:54 AM



Overview

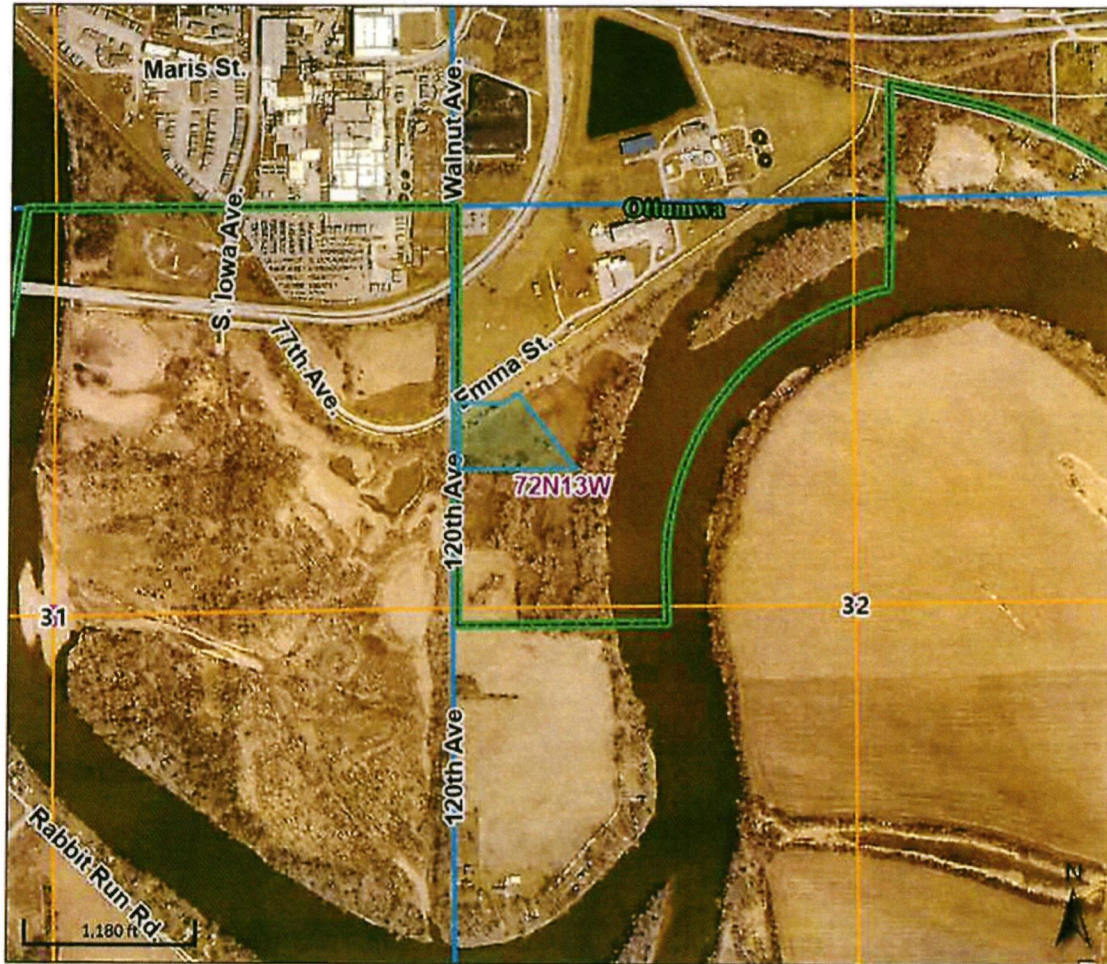


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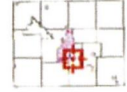
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- Roads**
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- Quarter Quarter Lines

Parcel ID	007411720003000	Alternate ID	n/a	Owner Address	Ottumwa City
Sec/Twp/Rng	0-0-0	Class	R		105 E Third
Property Address		Acreeage	6.86		Ottumwa, IA 52501
District	OTTUMWA/OTTUMWA /WESTGATE4 TIF				
Brief Tax Description	GODFREYS ADD LOT 3 & PT OLD ICE CHUTE				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 10/7/2024
 Last Data Uploaded: 10/7/2024 6:02:54 AM



Overview



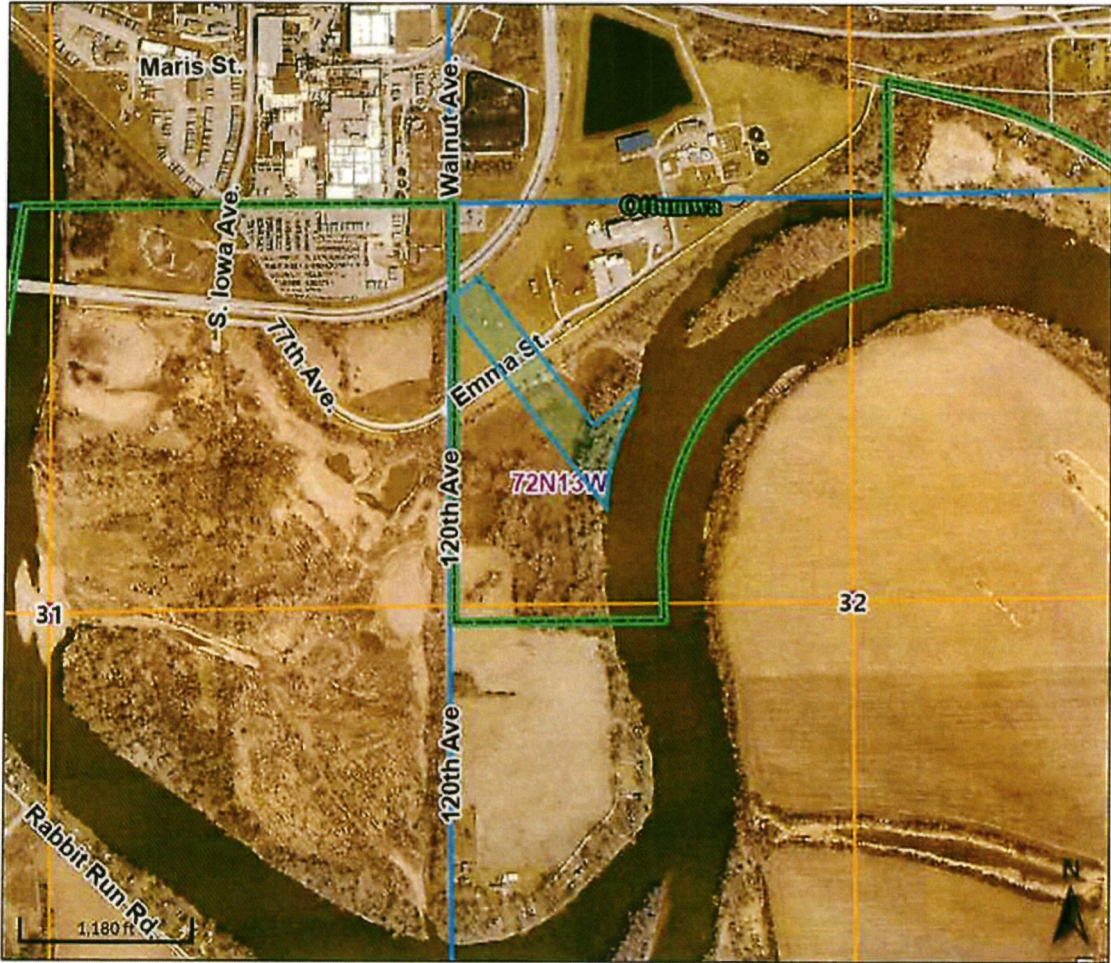
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- Lots
- Parcels**
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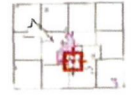
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Sec/Twp/Rng	32-72-13	Class	R		105 E Third
Property Address		Acreage	6.08		Ottumwa, IA 52501
District	OTTUMWA/OTTUMWA /WESTGATE4 TIF				
Brief Tax Description	GODFREYS ADD LOT 2 & ICE CHUTE ADJ LOT 2 BEING PT NW NW				
	(Note: Not to be used on legal documents)				

Date created: 10/7/2024
 Last Data Uploaded: 10/7/2024 6:02:54 AM

Developed by **SCHNEIDER**
 GEOSPATIAL



Overview

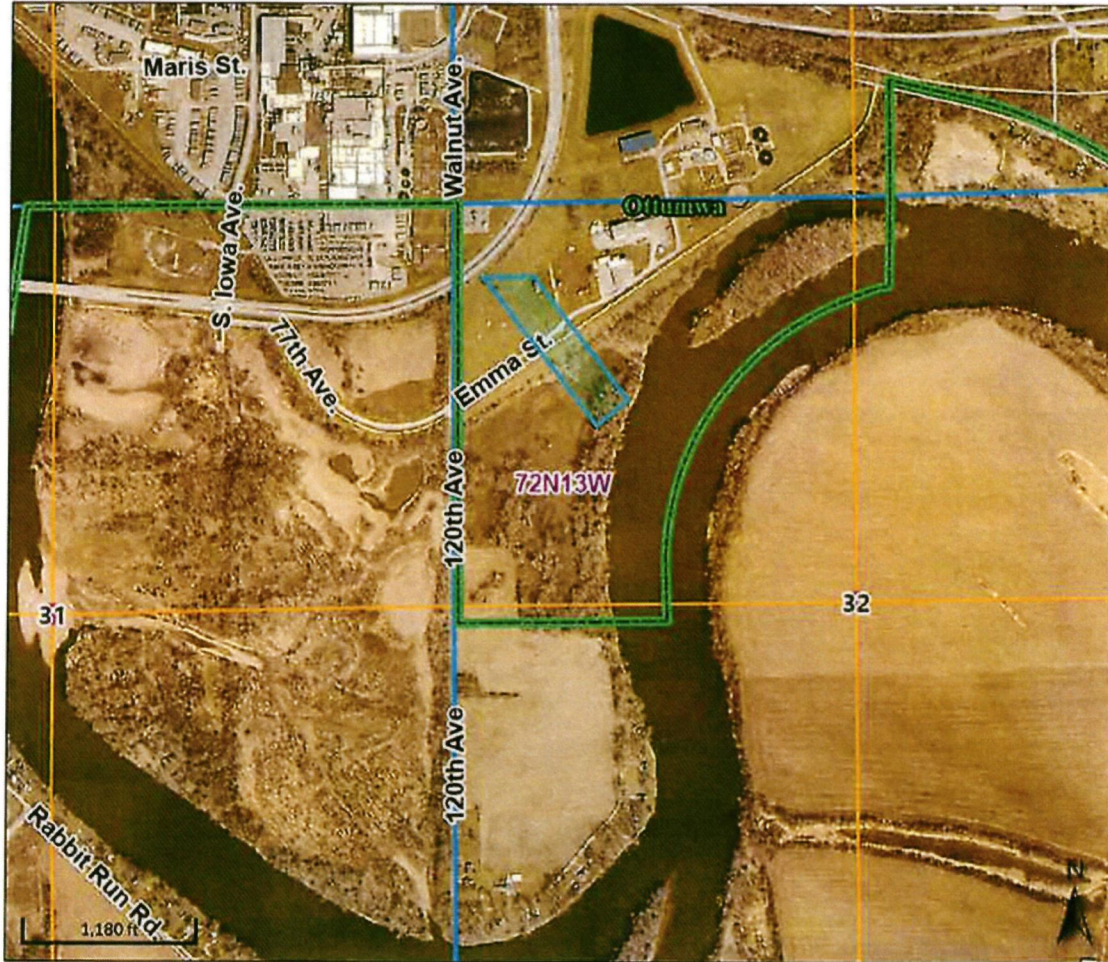


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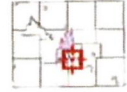
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- Subdivisions
- City Limits
- Parcel Symbols
- Right-of-Way Line
- Roads**
- Sections
- Section Center
- Quarter Lines
- Quarter Quarter Lines

Parcel ID	007410450001000	Alternate ID	n/a	Owner Address	City Of Ottumwa
Sec/Twp/Rng	0-0-0	Class	R		105 E Third
Property Address		Acreage	n/a		Ottumwa, IA 52501
District	OTTUMWA/OTTUMWA /WESTGATE4 TIF				
Brief Tax Description	EGANS ADD LOTS 1-10 EX PT LOT 10 IN BK 363 PG 855 & BK 500 PG 1036				
	(Note: Not to be used on legal documents)				

Date created: 10/7/2024
 Last Data Uploaded: 10/7/2024 6:02:54 AM



Overview

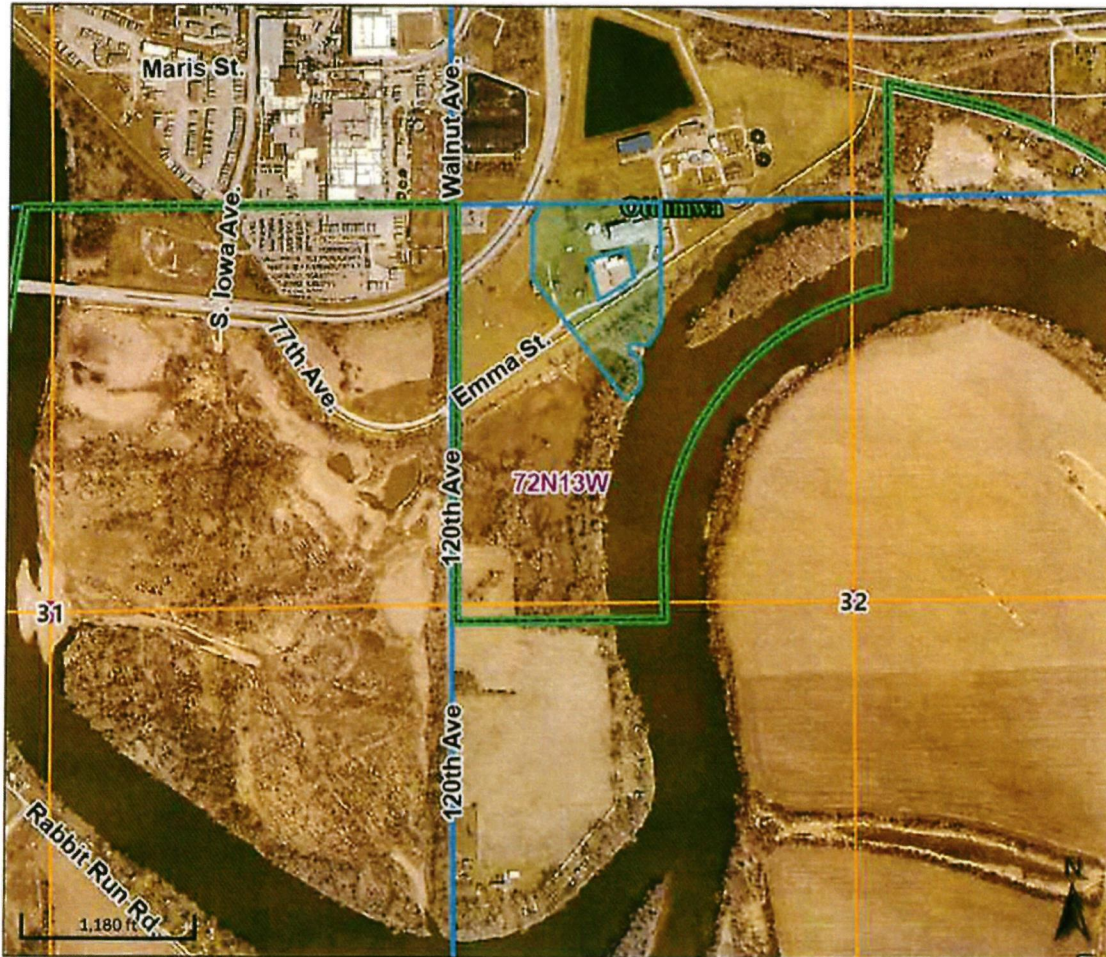


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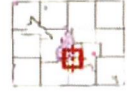
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- City Limits
- Parcel Symbols
- Right-of-Way Line
- Roads**
- Sections
- Section Center
- Quarter Lines
- Quarter Quarter Lines

Parcel ID	007410450005000	Alternate ID	n/a	Owner Address	City Of Ottumwa
Sec/Twp/Rng	0-0-0	Class	R		105 E Third
Property Address		Acreage	n/a		Ottumwa, IA 52501
District	OTTUMWA/OTTUMWA /WESTGATE4 TIF				
Brief Tax Description	EGANS ADD LOTS 18-24 INC 7 A				
	(Note: Not to be used on legal documents)				

Date created: 10/7/2024
 Last Data Uploaded: 10/7/2024 6:02:54 AM



Overview



Legend

- Easements
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- Parcels**
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- Subdivisions
- City Limits
- Parcel Symbols
- Right-of-Way Line
- Roads**
- Sections
- Section Center
- Quarter Lines
- Quarter Quarter Lines

Parcel ID	007411620002010	Alternate ID	n/a	Owner Address	City Of Ottumwa
Sec/Twp/Rng	32-72-13	Class	R		105 E Third
Property Address	2415 S EMMA	Acreage	n/a		Ottumwa, IA 52501
	OTTUMWA				

District OTTUMWA/OTTUMWA /WESTGATE4 TIF

Brief Tax Description
 PT GL 2 NW SEC 32-72
 -13EX PARCEL A IN BK
 2023 PG 0803 (16.53
 AC)(2415 SEMMA-RECY
 CLING PLANT2425 S EM
 MA-SADDLE CLUB- 2
 300 S EMMA-ASPHALT T
 ANK)

(Note: Not to be used on legal documents)

Date created: 10/7/2024
 Last Data Uploaded: 10/7/2024 6:02:54 AM

received
1-30-25 1130

CITY OF OTTUMWA
Staff Summary

reviewed
1-30-25

**** ACTION ITEM ****

Council Meeting of: Feb 4, 2025

City Clerk _____
Department

Christina Reinhard

Prepared By

Christina Reinhard 
Department Head



City Administrator Approval

AGENDA TITLE: City Code Chapter 12 - Elections - Primary Provisions.

Public hearing required if this box is checked.

RECOMMENDATION: Review provided information and direct City Staff to provide the required Ordinance(s) to change the election process if desired.

DISCUSSION: Historically, the City of Ottumwa has included the use of primaries in the nomination process when the total number of eligible candidates was greater than two times the number of eligible seats. Chapters 44 and 45 of the Iowa Code provide options for the nomination process which does not include primary nor runoff elections should a City choose to adopt either. Council previously discussed this during a work session held January 16, 2024 with a new Ordinance presented on February 6, 2024 that adopted Iowa Code Chapter 45, Nomination by Petition, where neither a primary election nor a runoff election would be required. The first

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

consideration of Ordinance No. 3222-2024 failed with a 2-3 vote; therefore, no other considerations were presented. The City of Ottumwa continued with Primary Provisions. Voter turnout continues to decline while election costs increase (pending the total number of entities affected to split costs with). Legal Counsel provided the most straightforward approach to city elections, and one that is commonly used back in 2024. If choosing to adopt Chapter 45 as the candidate nomination process, there is no need for either primaries or runoff elections - only the regular city election; Section 376.8(3) provides that where Chapter 45 has been adopted, the candidates who simply receive the greatest number of votes for each office on the ballot are elected, to the extent necessary to fill the positions open.

This past year, 2024, the City held a primary August 13 (est. cost \$7,600), a Special (LOST-public measure) September 10 election (est. cost \$4,000), and a General November 5 election. Voter turnout was low for both the primary and special elections.

The City will have three council seats and one mayor seat coming up for election this year.

received
1-30-24 8:30pm

Item No. G.-1.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 6, 2024

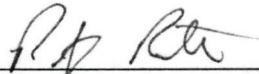
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3222-2024: An Ordinance Amending City of Ottumwa, Iowa Code of Ordinances Chapter 12 - Elections and Adopting the Nomination by Petition Manner of Election for the City of Ottumwa Pursuant to Iowa Code Chapter 45

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt the first reading of Ordinance No. 3222-2024

DISCUSSION: Historically the City of Ottumwa has included the use of primaries in the nomination process when the total number of eligible candidates was greater than two times the number of eligible seats. Chapters 44 and 45 of the Iowa Code provide options for the nomination process which does not include primary nor runoff elections should a City choose to adopt either. Following a work session of the city council held on January 16, 2024, the city attorney drafted the attached ordinance to adopt Iowa Code Chapter 45 in regard to the nomination process for candidates for City Office. This ordinance repeals and replaces Sections 12-1 through 12-18.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed: No

ORDINANCE NO. 3222-2024

**AN ORDINANCE AMENDING CITY OF OTTUMWA, IOWA
CODE OF ORDINANCES CHAPTER 12 – ELECTIONS AND
ADOPTING THE NOMINATION BY PETITION MANNER OF
ELECTION FOR THE CITY OF OTTUMWA PURSUANT TO
IOWA CODE CHAPTER 45**

WHEREAS, Iowa Code chapter 376 provides for the procedures and requirements for conducting city elections; and

WHEREAS, Iowa Code section 376.6(1) requires that a primary election be held for city offices where the number of individuals for whom valid petitions have been filed is more than twice the number of positions to be filled, unless a city chooses by ordinance to hold runoff elections, pursuant to Iowa Code section 376.9, in lieu of primary elections, or a city chooses by ordinance to have candidate nominations made in the manner provided in either Iowa Code chapter 44 or Iowa Code chapter 45; and

WHEREAS, pursuant to Iowa Code section 376.6(1), where a city chooses by ordinance to have candidate nominations made in the manner provided in either Iowa Code chapter 44 or Iowa Code chapter 45, neither a primary election nor a runoff election is required; and

WHEREAS, pursuant to Iowa Code section 376.8(3), where a city has chosen to have nominations made in the manner provided in either Iowa Code chapter 44 or Iowa Code chapter 45, the candidates who receive the greatest number of votes for each office on the ballot will be elected, to the extent necessary to fill the positions open; and

WHEREAS, Iowa Code chapter 45, in part, provides for nominations for candidates for elective offices in cities by petition signed by an applicable number of eligible electors who are residents of the city; and

WHEREAS, the City of Ottumwa, Iowa (“City”) desires that candidate nominations for elective city offices be made in the manner provided in Iowa Code chapter 45 and that the City not be required to hold either primary elections or runoff elections, in accordance with Iowa Code chapter 376.

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

SECTION ONE. Chapter 12 is hereby amended by repealing and replacing Sections 12-1–12-18 – Reserved, as follows:

Sec. 12-1. Nominations for Candidates for City Office.

FIRST READING: MOTION FAILS 2-3

AYES: McAntire, Caviness
NAYS: Galloway, Hoffman, Bossou

Nominations for candidates for elective city office shall be made in the manner provided in Iowa Code chapter 45 as such chapter now exists or may be amended in the future.

Sec. 12-2. No Primary or Runoff Elections.

Having adopted the manner of nominations for candidates for elective city offices provided in Iowa Code chapter 45, the City shall not be required to hold either primary elections or runoff elections in preparation for or as a result of its regular city elections. The candidates receiving the greatest number of votes for each office on the ballot in the regular city election shall be elected, to the extent necessary to fill the positions open.

[State Law Reference: Iowa Code §§ 376.6(1)(b), 376.8(3)]

Sec. 12-3–12-18. Reserved.

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

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

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

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

PASSED on its first consideration the _____ day of _____, 2024.

PASSED on its second consideration the _____ day of _____, 2024.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2024.

APPROVED this _____ day of _____, 2024.

CITY OF OTTUMWA, IOWA

FIRST READING: MOTION FAILS 2-3

AYES: McAntire, Caviness
NAYS: Galloway, Hoffman, Bossou

By: _____
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:

Chris Reinhard, City Clerk



WAPELLO COUNTY, IOWA ELECTIONS

[Past Elections](#)

[HOME](#) [VOTE](#) [ELECTIONS](#) [ELECTED OFFICIALS](#) [CANDIDATES](#) [NEWS](#) [FAQ](#)

[Sample Ballots](#)

[Precinct Election Officials](#)

[Types of Elections](#)

General Election

A General Election is the election in which federal and state officers, members of Congress and of the general assembly, county and township officers, and other officers appear on the ballot. General Elections are held the 1st Tuesday after the 1st Monday in November of each even-numbered year.

Primary Election

The Primary Election is an election to determine which candidates will qualify for the General Election for a given party. In Iowa you must be a member of the political party of which you wish to vote for in order to participate. This is known as a "closed primary." The primary election is held on the 1st Tuesday following the 1st Monday in June of each even-numbered year.

Special Election

A Special Election is any election that is not regularly scheduled. A special election may be held for any purpose authorized or required by law; often to fill a vacancy or for a public measure.

Caucus

The Iowa Caucuses are most commonly known for the role they play in selecting each political party's nominee for president every four years. Under Iowa law, the Iowa Caucuses are the first event in the presidential nomination season in the country. The Caucuses are also held in non-



WAPELLO COUNTY, IOWA ELECTIONS



[HOME](#) [VOTE](#) [ELECTIONS](#) [in their administration.](#) [ELECTED OFFICIALS](#) [CANDIDATES](#) [NEWS](#) [FAQ](#)

City/School Election

Beginning in 2019, School and City Elections will be combined and held in November of odd-numbered years. A City election is used to elect the Mayor and Council Members and any other elected city officials. In Wapello County, all cities except Blakesburg have provisions where if enough candidates file to run for Mayor or City Council a city primary election would be held in October to determine the candidates for the regular city election in November. A School Election is an election to select School Board members for school districts within Wapello County.

Wapello County Auditor

Wapello County Courthouse
101 W. 4th St.
Ottumwa, IA 52501

[Contact Us](#)

[Accessibility](#)

[Wapello County Website](#)

Office Hours

Monday - Friday
8:00am to 4:30pm

Phone Number

Office: (641) 683-0020

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Election Costs for City of Ottumwa

		2024		Voter Turnout	Voter Turnout	
Primary	\$	7,600.00	8/13/2024		730	\$ 10.41
City	\$	4,000.00	9/10/2024		1129	\$ 3.54
		2023		Voter Turnout	Voter Turnout	
Primary	\$	14,362.10	10/10/2023		1266	\$ 11.34
City	\$	6,646.33	11/7/2023		2995	\$ 2.22
		2021		Mayor	Council	
Primary	\$	13,607.72	5-Oct-21	1239	3363	
City	\$	4,028.15	2-Nov-21	3315	8624	
		2019		Mayor	Council	
Primary	\$	11,417.27	10/8/2019			
City	\$	6,092.43	11/5/2019			
		2017		Mayor	Council	
Primary	\$	11,636.63	10/10/2017			
City	\$	11,105.69	11/7/2017			
		2015		Mayor	Council	
Primary	\$	11,818.91	10/6/2015	1363		
City	\$	11,103.95	11/3/2015	1797	676	

STATE OF IOWA

ABSTRACT OF VOTES

Wapello County, Iowa

We, the undersigned Members of the Board of Supervisors, and ex-officio Board of County Canvassers, for Wapello County, hereby certify the following to be a true and correct abstract of the votes cast in this county at the 2024 Special City Primary Election held on the 13th day of August, as shown by the tally lists returned from the election precincts.

City of Ottumwa – Council Member (To Fill Vacancy)

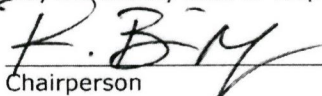
Mitch Niner	Received one hundred (100) votes
Cyan Bossou	Received two hundred sixty (260) votes
Kevin Sylvester	Received one hundred sixty-eight (168) votes
Dan Reid	Received two hundred one (201) votes
Candidate Total	Seven hundred twenty-nine (729) votes
Scattering	Received one (1) vote
TOTAL	Seven hundred thirty (730) votes

We therefore declare:

Cyan Bossou and Dan Reid duly nominated to go on to the Special Election to be held on September 10, 2024.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

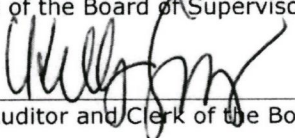
Done at Ottumwa, the county seat of Wapello County, this 15th day of August 2024.


Chairperson





Members of the Board of Supervisors and ex-officio County Board of Canvassers

Attest: 
County Auditor and Clerk of the Board of Supervisors

received
8-19-2024

City of Ottumwa

STATE OF IOWA

ABSTRACT OF VOTES

Wapello County, Iowa

We, the undersigned Members of the Board of Supervisors, and ex-officio Board of County Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the September 10, 2024 Wapello County LOSST Special Election, as shown by the tally lists returned from the election precincts.

Public Measure "C"

For the question, there were:	Seven hundred seventy-eight (778) votes
Against the question, there were:	Three hundred forty-four (344) votes
Total	One thousand one hundred twenty-two (1122) votes

We therefore declare Public Measure "C" to be adopted.

Summary: To authorize imposition of a local sales and services tax in the City of Ottumwa, Iowa, at the rate of one percent (1%) to be effective on January 1, 2026 until December 31, 2035.

The use of the cumulative one percent (1%) local sales and services tax shall be changed in the City of Ottumwa, Iowa effective from January 1, 2026 to December 31, 2035.

PROPOSED USES OF TAXES:

30% for property tax relief.

70% for street improvements and/or sewer improvements.

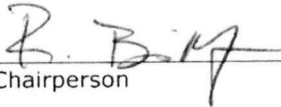
CURRENT USES OF THE TAX:

10% for property tax relief.

90% for street improvements and/or sewer improvements.


IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Ottumwa, the county seat of Wapello County, this 17th day of September, 2024.



Chairperson





Members of the Board of Supervisors and ex-officio County Board of Canvassers

Attest: 

County Auditor and Clerk of the Board of Supervisors

City of Ottumwa

STATE OF IOWA
ABSTRACT OF VOTES

Wapello County, Iowa

We, the undersigned Members of the Board of Supervisors, and ex-officio Board of County Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the September 10, 2024 Wapello County LOSST Special Election, as shown by the tally lists returned from the election precincts.

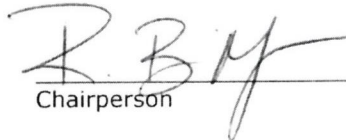
	Council Member (To Fill Vacancy)
Cyan Bossou	Received five hundred twelve (512) votes
Dan Reid	Received six hundred sixteen (616) votes
Candidate Total	One thousand one hundred twenty-eight (1128) votes
Scattering	One (1) vote
TOTAL	One thousand one hundred twenty-nine (1129) votes

We therefore declare:

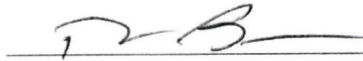
Dan Reid duly elected to the office of Council Member (To Fill Vacancy) for the remainder of the term.

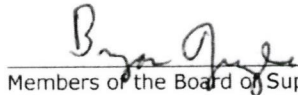
IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Ottumwa, the county seat of Wapello County, this 17th day of September, 2024.



Chairperson





Members of the Board of Supervisors and ex-officio County Board of Canvassers

Attest: 

County Auditor and Clerk of the Board of Supervisors

Summary Results Report
City Primary
October 10, 2023

OFFICIAL RESULTS
Wapello County, Iowa

Statistics

TOTAL

Election Day Precincts Reporting	10 of 10
Precincts Complete	10 of 10
Precincts Partially Reported	0 of 10
Absentee/ Early Precincts Reporting	10 of 10
Registered Voters - Total	13,949
Ballots Cast - Total	723
Ballots Cast - Blank	1
Voter Turnout - Total	5.18%

City of Ottumwa - Council Member

Vote For 2

TOTAL

Joe Damerval	229
Marcla McDaniel	94
Bill Hoffman Jr.	324
Cyan Bossou	293
Keith D. Caviness	316
Write-In Totals	10
Total Votes Cast	1,266
Overvotes	4
Undervotes	176

STATE OF IOWA

ABSTRACT OF VOTES

Wapello County, Iowa

We, the undersigned Members of the Board of Supervisors and ex-officio Board of County Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the Wapello County City School Election held on the 7th day of November, 2023, as shown by the tally lists returned from the election precincts.

Council Member-Ottumwa

Joe Damerval	Received six hundred forty-three (643) votes
Bill Hoffman Jr.	Received eight hundred eighty-three (883) votes
Cyan Bossou	Received six hundred seventy-one (671) votes
Keith D. Caviness	Received seven hundred eighty-one (781) votes
CANDIDATE TOTAL	Two thousand nine hundred seventy-eight (2978) votes
SCATTERING	Seventeen (17) votes
TOTAL	Two thousand nine hundred ninety-five (2995) votes

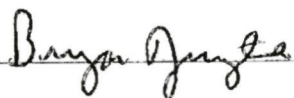
We therefore declare:

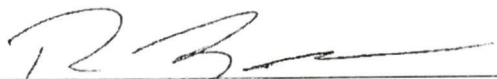
Bill Hoffman Jr. and Keith D. Caviness duly elected to the office of council member for the term of 4 years.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Ottumwa, the county seat of Wapello County, this 14th day of November, 2023.


Chairperson




Members of the Board of Supervisors and ex-officio County Board of Canvassers

Attest: 
County Auditor and Clerk of the Board of Supervisors

Wapello County Auditor's Office

KELLY SPURGEON
COMMISSIONER OF ELECTIONS

Teresa Baker - Payroll Deputy
Dawn Mitchell - Real Estate Deputy
Danielle Weller - Elections Deputy

COURTHOUSE
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518
PHONE 641-683-0020 FAX 641-683-0053

841 M



February 8, 2022

Chris Reinhard
Ottumwa City Clerk
105 E. 3rd. St
Ottumwa, IA 52501

Listed below are the costs incurred in the **City Primary Election** held in
Ottumwa on **October 5, 2021**.

Please remit the total as shown below.

ES&S Programming	3481.60
Ballot Stock & Printing	2653.04
Newspaper Publication	290.72
Rent for Precinct	300.00
Election Workers	5827.32
Miscellaneous Election Supplies	1055.04

Total \$ 13,607.72

Thank you,
Danielle Weller
Wapello County Elections Deputy

001-6-620-6413

OK to pay - Chris Reinhard
2/11/2022

STATE OF IOWA
ABSTRACT OF VOTES

Wapello County, Iowa

We, the undersigned Members of the Board of Supervisors, and ex-officio Board of County Canvassers, for Wapello County, hereby certify the following to be a true and correct abstract of the votes cast in this county at the 2021 City Primary Election held on the 5th day of October, as shown by the tally lists returned from the election precincts.

City of Ottumwa - Mayor	
Robert LaPoint	Received one hundred thirty-eight (138) votes
Rick Johnson	Received five hundred eighty-five (585) votes
Rick Bick	Received five hundred eleven (511) votes
Candidate Total	One thousand two hundred thirty-four (1234) votes
Scattering	Received five (5) votes
TOTAL	One thousand two hundred thirty-nine (1239) votes

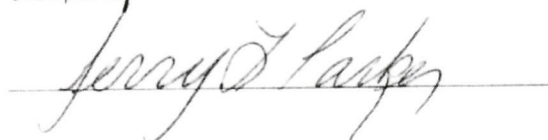
We therefore declare:

Rick Johnson and Rick Bick duly nominated to go on to the City/School Election on November 2, 2021.

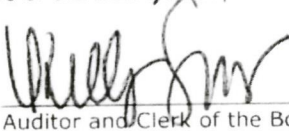
IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Ottumwa, the county seat of Wapello County, this 7th day of October, 2021.


Chairperson




Members of the Board of Supervisors and ex-officio County Board of Canvassers

Attest: 
County Auditor and Clerk of the Board of Supervisors

STATE OF IOWA

ABSTRACT OF VOTES

Wapello County, Iowa

We, the undersigned Members of the Board of Supervisors, and ex-officio Board of County Canvassers, for Wapello County, hereby certify the following to be a true and correct abstract of the votes cast in this county at the 2021 City Primary Election held on the 5th day of October, as shown by the tally lists returned from the election precincts.

City of Ottumwa - Council Member

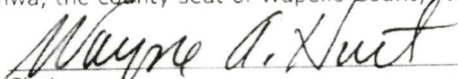
Cara Galloway	Received five hundred sixteen (516) votes
Mitch Niner	Received two hundred seven (207) votes
Douglas David McAntire	Received six hundred fifty-five (655) votes
Sandra G. Pope	Received five hundred seventy-nine (579) votes
Brad Stines	Received one hundred fifty-eight (158) votes
Russ Hull	Received two hundred thirty-two (232) votes
Ashley Noreuil	Received three hundred forty-one (341) votes
Matthew E. Pringle	Received four hundred thirty-three (433) votes
LeRoy A. Hanna Jr.	Received two hundred twenty-eight (228) votes
Candidate Total	Three thousand three hundred forty-nine (3349) votes
Scattering	Received fourteen (14) votes
TOTAL	Three thousand three hundred sixty-three (3363) votes

We therefore declare:

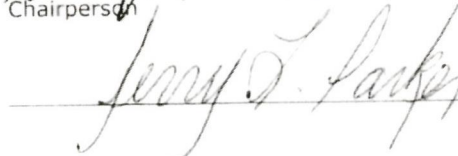
Douglas David McAntire, Sandra G. Pope, Cara Galloway, Matthew E. Pringle, Ashley Noreuil and Russ Hull duly nominated to go on to the City/School Election on November 2, 2021.

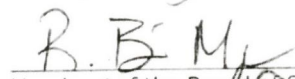
IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Ottumwa, the county seat of Wapello County, this 7th day of October, 2021.

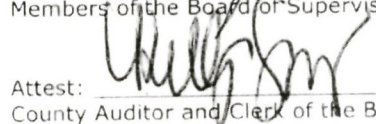


Chairperson





Members of the Board of Supervisors and ex-officio County Board of Canvassers

Attest: 

County Auditor and Clerk of the Board of Supervisors

Summary Results Report
City Primary Election
October 5, 2021

UNOFFICIAL RESULTS

Wapello County, Iowa

City of Ottumwa - Mayor

Vote For 1

	TOTAL
Robert LaPoint	138
Rick Johnson	585
Rick Bick	511
Write-In Totals	5
Total Votes Cast	1,239
Overvotes	2
Undervotes	27
Contest Totals	1,268

City of Ottumwa - Council Member

Vote For 3

	TOTAL
Dara Galloway	516
Mitch Niner	207
Douglas David McAntire	655
Sandra G. Pope	579
Brad Stines	158
Russ Hull	232
Ashley Noreuil	341
Matthew E. Pringle	433
LeRoy A. Hanna Jr.	228
Write-In Totals	14
Total Votes Cast	3,363
Overvotes	0
Undervotes	441
Contest Totals	3,804

Wapello County Auditor's Office

KELLY SPURGEON
COMMISSIONER OF ELECTIONS

Teresa Baker - Payroll Deputy
Dawn Mitchell - Real Estate Deputy
Danielle Weller - Elections Deputy

COURTHOUSE
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518
PHONE 641-683-0020 FAX 641-683-0053

 841.M*

February 8, 2022

Chris Reinhard
Ottumwa City Clerk
105 E. 3rd. St
Ottumwa, IA 52501

Listed below are the costs incurred in the City/School Election held in
Ottumwa on November 2, 2021.

Please remit the total as shown below.

ES&S Programming	314.68
Ballot Stock & Printing	1394.23
Newspaper Publication	30.53
Rent for Precinct	100.02
Election Workers	1686.86
Miscellaneous Election Supplies	501.83

Total \$ 4,028.15

001-6-620-6413
OK to pay - Chris Reinhard
2/11/2022

Ottumwa

STATE OF IOWA

ABSTRACT OF VOTES

Wapello County, Iowa

We, the undersigned Members of the Board of Supervisors and ex-officio Board of County Canvassers for this County, do hereby certify the following to be a true and correct abstract of the votes cast in this County at the Wapello County City/School Election held on the 2nd day of November, 2021, as shown by the tally lists returned from the election precincts.

Mayor

Rick Johnson	Received two thousand two hundred seventy-two (2272) votes
Rick Bick	Received one thousand twenty-six (1026) votes
CANDIDATE TOTAL	Three thousand two hundred ninety-eight (3298) votes
SCATTERING	Seventeen (17) votes
TOTAL	Three thousand three hundred fifteen (3315) votes

We therefore declare:

Rick Johnson duly elected to the office of mayor for the term of 4 years.

Council Member

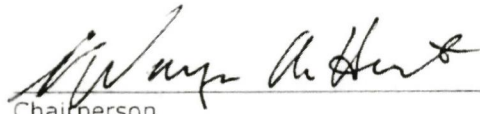
Cara Galloway	Received one thousand five hundred eighty-nine (1589) votes
Douglas David McAntire	Received one thousand seven hundred thirty-nine (1739) votes
Sandra G. Pope	Received one thousand nine hundred fifty-seven (1957) votes
Russ Hull	Received one thousand one hundred eighty-eight (1188) votes
Ashley Noreuil	Received one thousand one hundred twenty (1120) votes
Matthew E. Pringle	Received nine hundred eighty-five (985) votes
CANDIDATE TOTAL	Eight thousand five hundred seventy-eight (8578) votes
SCATTERING	Forty-six (46) votes
TOTAL	Eight thousand six hundred twenty-four (8624) votes

We therefore declare:

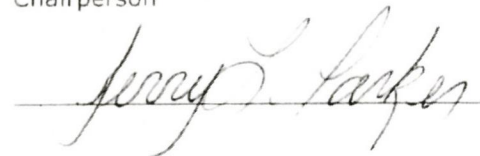
Cara Galloway, Douglas David McAntire and Sandra G. Pope duly elected to the office of council member for the term of 4 years.


IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors.

Done at Ottumwa, the county seat of Wapello County, this 9th day of November, 2021.



Chairperson





Members of the Board of Supervisors and ex-officio County Board of Canvassers

Attest:   Deputy Auditor
County Auditor and Clerk of the Board of Supervisors

Summary Results Report
City School Election
November 2, 2021

UNOFFICIAL RESULTS

Wapello County, Iowa

Statistics

TOTAL

Election Day Precincts Reporting	22 of 22
Precincts Complete	22 of 22
Precincts Partially Reported	0 of 22
Absentee/ Early Precincts Reporting	22 of 22
Registered Voters - Total	21,744
Ballots Cast - Total	4,734
Ballots Cast - Blank	0
Voter Turnout - Total	21.77%

Summary Results Report
 City School Election
 November 2, 2021

UNOFFICIAL RESULTS

Wapello County, Iowa

Mayor City of Eldon

Vote For 1

	TOTAL
erry L. Potts	115
Write-In Totals	11
Total Votes Cast	126
Overvotes	0
Undervotes	30
Contest Totals	156

Council Member City of Eldon

Vote For 2

	TOTAL
Carl Culp	98
Brandon Potts	99
Write-In Totals	41
Total Votes Cast	238
Overvotes	0
Undervotes	74
Contest Totals	312

Mayor City of Kirksville

Vote For 1

	TOTAL
Write-In Totals	22
Total Votes Cast	22
Overvotes	0
Undervotes	4
Contest Totals	26

Council Member City of Kirksville

Vote For 5

	TOTAL
Karl Wilz	23
Mary McCollum	23
Write-In Totals	60
Total Votes Cast	106
Overvotes	0
Undervotes	24
Contest Totals	130

Mayor City of Ottumwa *


Vote For 1

	TOTAL
Rick Johnson	2,272
Rick Bick	1,026
Write-In Totals	17
Total Votes Cast	3,315
Overvotes	1
Undervotes	107
Contest Totals	3,423

Summary Results Report
City School Election
November 2, 2021

UNOFFICIAL RESULTS

Wapello County, Iowa

Council Member City of Ottumwa 
Vote For 3

	TOTAL
Lara Galloway	1,589
Douglas David McAntire	1,739
Jandra G. Pope	1,957
Russ Hull	1,188
Ashley Noreuil	1,120
Matthew E. Pringle	985
Write-In Totals	46
Total Votes Cast	8,624
Overvotes	3
Undervotes	1,642
Contest Totals	10,269

School Board Member Cardinal SD
Vote For 2

	TOTAL
Andy Noe	325
Timothy Albert	304
Write-In Totals	14
Total Votes Cast	643
Overvotes	0
Undervotes	125
Contest Totals	768

EBF School District DD #2
Vote For 1

	TOTAL
Micah Van Mersbergen	0
Patrick Powers	10
Write-In Totals	0
Total Votes Cast	10
Overvotes	0
Undervotes	0
Contest Totals	10

EBF School District DD #6
Vote For 1

	TOTAL
Curt M. Houk	63
Write-In Totals	5
Total Votes Cast	68
Overvotes	0
Undervotes	5
Contest Totals	73

Wapello County Auditor's Office

KELLY SPURGEON
COMMISSIONER OF ELECTIONS

Teresa Baker - Payroll Deputy
Dawn Mitchell - Finance Deputy
Danielle Weller - Elections Deputy

COURTHOUSE
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518
PHONE 641-683-0020 FAX 641-683-0053

641-AP

January 28, 2020

Chris Reinhard
Ottumwa City Clerk
105 E. 3rd. St
Ottumwa, IA 52501

Listed below are the costs incurred in the City Primary Election held in
Ottumwa on October 8, 2019.

Please remit the total as shown below.

ES&S Programming	1807.52
Ballot Stock & Printing	2182.44
Newspaper Publication	153.51
Rent for Precinct	250.00
Election Workers	6320.00
Miscellaneous Election Supplies	703.80

Total \$ 11,417.27

Thank you,

Danielle Weller
Wapello County Elections Deputy

*OK to pay
Chris Reinhard 2/3/2020*

001-6-620-6413

Wapello County Auditor's Office

KELLY SPURGEON
COMMISSIONER OF ELECTIONS

Teresa Baker - Payroll Deputy
Dawn Mitchell - Finance Deputy
Danielle Weller - Elections Deputy

COURTHOUSE
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518
PHONE 641-683-0020 FAX 641-683-0053

641-MP

January 28, 2020

Chris Reinhard
Ottumwa City Clerk
105 E. 3rd. St
Ottumwa, IA 52501

Listed below are the costs incurred in the City/School Election held in
Ottumwa on November 5, 2019.

Please remit the total as shown below.

ES&S Programming	622.42
Ballot Stock & Printing	1603.27
Newspaper Publication	22.07
Rent for Precinct	125.00
Election Workers	3070.52
Miscellaneous Election Supplies	649.15

Total \$ 6,092.43

*OK to pay - Chris Reinhard
2-3-2020*

001-6-620-6413

Wapello County Auditor's Office

KELLY SPURGEON
COMMISSIONER OF ELECTIONS

Teresa Baker - Payroll Deputy
Dawn Mitchell - Finance Deputy
Danielle Weller - Elections Deputy

COURTHOUSE
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518
PHONE 641-683-0020 FAX 641-683-0053



© 2008 841-M

January 3, 2018

Amanda Valent
Ottumwa City Clerk
105 E. 3rd. St
Ottumwa, IA 52501

Listed below are the costs incurred in the **City Primary Election** held in
Ottumwa on **October 10, 2017**.

Please remit the total as shown below.

ES&S Programming	1861.60
Ballot Stock & Printing	1951.05
Newspaper Publication	119.12
Rent for Precinct	200.00
Election Workers	6352.83
Miscellaneous Election Supplies	1152.03

Total \$ 11,636.63

Thank you,

Danielle Weller
Danielle Weller

Wapello County Elections Deputy

OK! 6-620-0413

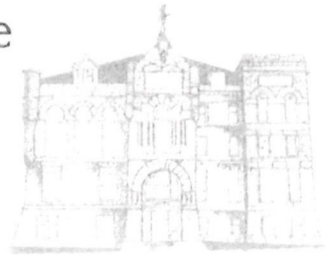
OK Amanda 1.9.18

Wapello County Auditor's Office

KELLY SPURGEON
COMMISSIONER OF ELECTIONS

Teresa Baker - Payroll Deputy
Dawn Mitchell - Finance Deputy
Danielle Weller - Elections Deputy

COURTHOUSE
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518
PHONE 641-683-0020 FAX 641-683-0053



841-MF

January 5, 2018

Amanda Valent
Ottumwa City Clerk
105 E. 3rd. St
Ottumwa, IA 52501

2018 JAN -8 PM 1:01
OTIWA IOWA

Listed below are the costs incurred in the City Election held in Ottumwa on November 7, 2017.

Please remit the total as shown below.

ES&S Programming	1566.52
Ballot Stock & Printing	1917.00
Newspaper Publication	104.31
Rent for Precinct	200.00
Election Workers	6182.50
Miscellaneous Election Supplies	1135.36

Total

\$ 11,105.69

201-6 620-1043
OK 2/19/18 11:18

Wapello County Auditor's Office

KELLY SPURGEON
COMMISSIONER OF ELECTIONS

Danielle Weller - Elections Deputy
Teresa Baker - Payroll Deputy
Tammy Gullett - Finance Deputy

COURTHOUSE
101 W. 4TH ST. OTTUMWA, IOWA 52501-2518
PHONE 641-683-0020 FAX 641-683-0053



November 16, 2015

Amanda Valent
Ottumwa City Clerk
105 E. 3rd. St
Ottumwa, IA 52501

Listed below are the costs incurred in the City Primary Election held in
Ottumwa on October 6, 2015.

Please remit the total as shown below.

ES&S Programming	2501.46
Ballot Stock & Printing	1427.80
Newspaper Publication	153.76
Rent for Precinct	250.00
Election Workers	6181.62
Miscellaneous Election Supplies	1304.27

Total \$ 11,818.91

Thank you,

Danielle Weller
Wapello County Elections Deputy

311-6-683-0020
if available
11/16/15

City Primary Election Results

10/6/2015		Ottumwa City Council					
Polling Places	Public Count	Don Lewis	Mitch Niner	John JR Richards	Marc E Roe	Victor Streeby	Write-Ins
Pct 1	67	16	28	39	24	22	0
Pct 2	232	51	28	71	133	154	0
Pct 3	232	51	43	57	151	149	0
Pct 4	84	36	25	46	27	24	1
Pct 5	98	29	22	27	52	52	3
Pct 6	97	36	31	43	39	39	0
Pct 7	59	23	27	25	23	11	0
Pct 8	77	34	35	25	24	26	1
Pct 9	169	71	50	66	73	69	2
Pct 10	122	52	42	45	54	38	0
Total	1237	399	331	444	600	584	7
Absentee	126	28	34	36	71	45	0
Grand Totals	1363	427	365	480	671	629	7

Total Voter Turnout: 9.06%

(1 person eliminated for Regular City Election 11-3-2015)

Wapello County Auditor's Office

KELLY SPURGEON
COMMISSIONER OF ELECTIONS

Danielle Weller - Elections Deputy

Teresa Baker - Payroll Deputy

Tammy Gullett - Finance Deputy

COURTHOUSE

101 W. 4TH ST. OTTUMWA, IOWA 52501-2518

PHONE 641-683-0020 FAX 641-683-0053



December 15, 2015

Amanda Valent

Ottumwa City Clerk

105 E. 3rd. St

Ottumwa, IA 52501

Listed below are the costs incurred in the Regular City Election held in Ottumwa on November 3, 2015.

Please remit the total as shown below.

ES&S Programming	2004.01
Ballot Stock & Printing	1228.41
Newspaper Publication	107.43
Rent for Precinct	250.00
Election Workers	6068.54
Miscellaneous Election Supplies	1445.56

Total \$ 11,103.95

11/15/15 11:43

cc: Valent 12/15/15

Regular City Election Results

11/3/2015		Ottumwa Mayor		Ottumwa City Council					Agency Mayor		Agency City Council	
Polling Places	Public Count	Tom X Lazio	Write-Ins	Don Lewis	John JR Richards	Marc E Roe	Victor Streeby	Write-Ins	Kevin Snyder	Write-Ins	Todd Nickel	Write-Ins
Pct 1	115	86	6	43	66	50	54	3				
Pct 2	374	335	8	73	122	236	276	1				
Pct 3	350	322	9	71	113	227	259	3				
Pct 4	127	95	10	48	61	47	59	6				
Pct 5	128	99	11	46	36	76	79	2				
Pct 6	148	119	11	57	67	70	79	4				
Pct 7	97	74	10	35	56	56	34	2				
Pct 8	159	119	15	78	73	69	79	1				
Pct 9	274	208	7	92	135	148	157	0				
Pct 10	184	125	9	63	82	102	99	5				
Agency	33								30	0	30	14
Blakesburg												
Chillicothe												
Eddyville												
Eldon												
Kirkville												
Total		1582	96	606	811	1081	1175	27	30	0	30	14
Absentee		215	10	70	104	155	135	0	2	0	2	0
Grand Totals		1797	106	676	915	1236	1310	27	32	0	32	14

Regular City Election Results

11/3/2015	Blakesburg Mayor		Blakesburg City Council			Chillicothe Mayor		Chillicothe City Council					
	Bill Hinshaw	Write-Ins	Larry J Howe	Bryant McSparen	Bill Mitchell	Write-Ins	James M Lasley	Write-Ins	David Dalbey	Sharon Lasley	Troy L Ragen	John Richmond	Write-Ins
Polling Places													
Pct 1													
Pct 2													
Pct 3													
Pct 4													
Pct 5													
Pct 6													
Pct 7													
Pct 8													
Pct 9													
Pct 10													
Agency													
Blakesburg	81	9	35	57	76	76	8	2	12	10	8	12	4
Chillicothe													
Eddyville													
Eldon													
Kirkville													
Total	81	9	35	57	76	76	8	2	12	10	8	12	4
Absentee	5	0	2	3	5	5	0	1	0	1	1	1	0
Grand Totals	86	9	37	60	81	81	8	3	12	11	9	13	4

Regular City Election Results

11/3/2015	Eddyville Mayor		Eddyville City Council		Eldon Mayor		Eldon City Council								
	John Simmers	Write-Ins	Dwight Lobberecht	Write-Ins	Jerry Lee Potts	Write-Ins	David Bowen	Craig Brown	Patti Durlinger	Roger Gosnell	Michael R Harville	Michael McClure	Jerry L Potts	Shirley Ann Stacey	Write-Ins
Polling Places															
Pct 1															
Pct 2															
Pct 3															
Pct 4															
Pct 5															
Pct 6															
Pct 7															
Pct 8															
Pct 9															
Pct 10															
Center															
Agency															
Blakesburg															
Chillicothe															
Eddyville	60	12	57	67											
Eldon					87	39	66	122	119	83	36	96	94	84	6
Kirkville															
Total	60	12	57	67	87	39	66	122	119	83	36	96	94	84	6
Absentee	0	0	0	0	2	0	2	2	2	0	0	2	0	2	0
Grand Totals	60	12	57	67	89	39	68	124	121	83	36	98	94	86	6

Regular City Election Results

11/3/2015	Public Count	Kirkville Mayor	Kirkville City Council			
Polling Places		Jesse Fridley Jr	John Fridley	Paula Hurley	Bill Ragen	Write-Ins
Pct 1						
Pct 2						
Pct 3						
Pct 4						
Pct 5						
Pct 6						
Pct 7						
Pct 8						
Pct 9						
Pct 10						
Agency						
Blakesburg						
Chillicothe						
Eddyville						
Eldon						
Kirkville	28	25	26	24	27	31
Total	28	25	26	24	27	31
Absentee		0	0	0	1	4
Grand Totals		25	26	24	28	35

Total Absentee Count: 264
 Total Public Count: 2629
 Total Voter Turnout: 15.40%

received
1.28.25 145

reviewer
2/11/25

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 4, 2025

Finance
Department

O'Donnell
Prepared By
O'Donnell
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$16,000,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and Adopt Resolution No. 15-2025 setting public hearing.

DISCUSSION: When staff was completing the CIP, analysis showed that LOSST could not support both Phase 3 sewer separation loan payments and significant street maintenance. To meet the Council priority of street repair, the SRF loan for Phase 3 will be shifted from general obligation to revenue bonds. This provides a better interest rate. As the loan was previously approved as go, a second public hearing is required to change the loan to revenue. Staff is recommending February 18, 2025 at 5:30 PM.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

**ITEMS TO INCLUDE ON AGENDA
FOR THE COUNCIL MEETING ON FEBRUARY 4, 2025**

CITY OF OTTUMWA, IOWA

Not to Exceed \$16,000,000 Sewer Revenue Capital Loan Notes (State Revolving Fund Loan)

- Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

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

February 4, 2025

The City Council of the City of Ottumwa, State of Iowa, met in regular session, at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, 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: _____

Vacant: _____

* * * * *

Council Member Galloway introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$16,000,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Reid seconded the motion to adopt. The roll was called and the vote was,

AYES: Reid, Galloway, Hoffman, McAntire, Caviness

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 15-2025

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$16,000,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ottumwa, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Sewer Revenue Capital Loan Notes, in the amount of not to exceed \$16,000,000, as authorized by Sections 384.24A and 384.83, Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Water Pollution Control Works Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Note shall be payable solely and only out of the Net Revenues of the Municipal Sewer System and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Note; and

WHEREAS, before a Loan and Disbursement Agreement may be authorized and Sewer Revenue Capital Loan Notes issued to evidence the obligations of the City, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal to issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this City Council meet at the Bridge View Center, 102 Church Street , Ottumwa, Iowa, 52501, at 5:30 P.M., on the 18th day of February, 2025, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$16,000,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City thereunder, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including for Blake's Branch Sewer Separation, Phase 8, Division 3.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between: and February 5, 2025 and February 14, 2025)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF OTTUMWA, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$16,000,000 SEWER REVENUE CAPITAL
LOAN NOTES, AND THE PUBLIC HEARING ON THE
AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ottumwa, State of Iowa, will hold a public hearing on the 18th day of February, 2025, at 5:30 P.M., at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, at which meeting the Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$16,000,000 Sewer Revenue Capital Loan Notes, to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including for Blake's Branch Sewer Separation, Phase 8, Division 3. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer System.

At the above meeting the City Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the City Council will at this meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue the Notes.

This Notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa, as amended.

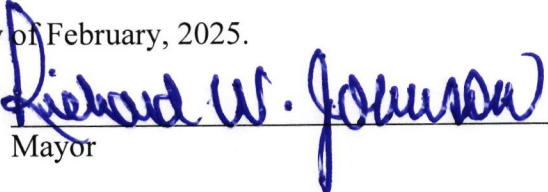
Dated this 4 day of February, 2025.

Christina Reinhard

City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

PASSED AND APPROVED this 4th day of February, 2025.



Mayor

ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Ottumwa, in the County of Wapello, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$16,000,000 SEWER REVENUE CAPITAL LOAN NOTES, OF THE CITY OF OTTUMWA, AND THE PUBLIC HEARING ON THE AUTHORIZATION AND ISSUANCE THEREOF

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Ottumwa Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2025.

WITNESS my official signature at Ottumwa, Iowa, this _____ day of _____, 2025.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

received
1-28-25 146

Item No. I.-2.

revision
1-28-25

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 4, 2025

Finance
Department

O'Donnell
Prepared By
O'Donnell
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$550,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

 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, this item will not be placed on the agenda.***

RECOMMENDATION: Pass and Adopt Resolution No. 16-2025, setting the public hearing for February 18th at 5:30 PM.

DISCUSSION: See attached.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

In the CIP there were several projects for FY 2026 that were not funded with the 2024 GO CIP issuance. Those projects were:

Depot Flooring	\$15,000
Depot Windows	\$100,000
HVAC Depot	\$420,000
Soccer Complex Equipment	\$87,000
Paint Wave Pool	\$40,000
Total	\$662,000

While most of the projects could be delayed to other years, the soccer complex equipment must be purchased. It would be more advantageous to borrow for all of the improvement rather than just the equipment.

After a meeting the Legacy Foundation, where staff was informed of a possible grant for the Inclusive Play Space that would include the skate park. The timing of the grant is such that the project will need to be started in the current calendar year. The CIP has \$300,000 programmed in FY 27 for the project. Staff recommends delaying the Depot HVAC until FY 27 and moving the skate park to FY 26. The issuance would then be as such:

Depot Flooring	\$15,000
Depot Windows	\$100,000
Skate Park	\$300,000
Soccer Complex Equipment	\$87,000
Paint Wave Pool	\$40,000
Total	\$542,000

With fees, the total issuance would be \$555,000. Using the estimated debt service schedule from Piper-Sandler, the effect on the Debt Service Levy is negligible due to other debt payments rolling off. The current projected levy is about \$0.18 less than FY 25 with approximately \$60,000 less in tax dollars requested.

**ITEMS TO INCLUDE ON AGENDA
FOR THE COUNCIL MEETING ON FEBRUARY 4, 2025**

CITY OF OTTUMWA, IOWA

Not to Exceed \$550,000 General Obligation Capital Loan Notes (GCP)

- Resolution fixing date for a meeting on the proposition to authorize a Loan Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

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

February 4, 2025

The City Council of the City of Ottumwa, State of Iowa, met in regular session, at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, 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: _____

Vacant: _____

* * * * *

Council Member Caviness introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$550,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Hoffman seconded the motion to adopt. The roll was called and the vote was,

AYES: Reid, Galloway, Hoffman, McAntire, Caviness

NAYS: _____

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

RESOLUTION NO. 16-2025

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$550,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF THE CITY OF OTTUMWA, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Ottumwa, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$550,000, as authorized by Sections 384.24A and 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$934,570; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action; and

WHEREAS, before the Notes may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Notes and the right to petition for an election.

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

Section 1. That this Council meet at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, at 5:30 P.M., on the 18th day of February, 2025, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$550,000 General Obligation Capital Loan Notes, for general corporate purposes, the proceeds of which notes will be used to provide funds to pay the costs of equipping the parks department, including equipment for soccer field maintenance and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. The Clerk is authorized and directed to proceed on behalf of the City with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the City's obligations to a principal amount of not to exceed \$550,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the City and acceptable to the Council.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between: February 5, 2025 and February 8, 2025)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF OTTUMWA, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$550,000 GENERAL OBLIGATION CAPITAL LOAN NOTES
OF THE CITY (FOR GENERAL CORPORATE PURPOSES),
AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ottumwa, State of Iowa, will hold a public hearing on the 18th day of February, 2025, at 5:30 P.M., at the Bridge View Center, 102 Church Street, Ottumwa, Iowa, 52501, at which meeting the Council proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$550,000 General Obligation Capital Loan Notes, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Notes to be issued to provide funds to pay the costs of equipping the parks department, including equipment for soccer field maintenance. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 384.24A and 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Sections 384.24A and 384.26 of the Code of Iowa.

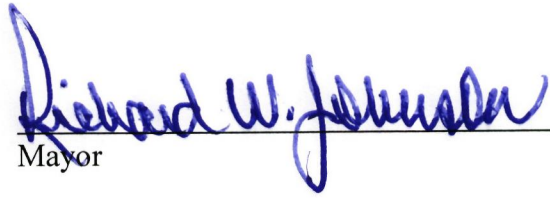
Dated this 4 day of February, 2025.

Christina Reinhard

City Clerk, City of Ottumwa, State of Iowa


(End of Notice)

PASSED AND APPROVED this 4th day of February, 2025.



Mayor

ATTEST:



City Clerk

CERTIFICATE

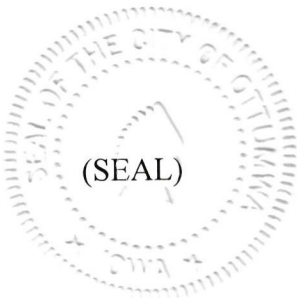
STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

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

WITNESS my hand and the seal of the Council hereto affixed this 4th day of February, 2025.

Christine Reinhard

City Clerk, City of Ottumwa, State of Iowa



CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Ottumwa, in the County of Wapello, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not to Exceed \$550,000 General Obligation Capital Loan Notes) (GCP)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Ottumwa Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2025.

WITNESS my official signature this _____ day of _____, 2025.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

received
1-30-25 1130

Item No. I.-3.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 4, 2025

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 18-2025 - Resolution Approving the Purchase of a New Combi Oven for the Bridge View Center

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 18-2025

DISCUSSION: This resolution will authorize the purchase of the kitchen equipment identified in a prior capital planning and bond process. Venu Works received four quotes on the proposed equipment. Martin Bros provided the best quote at \$46,748.90. City Council approved the funding up to \$60,000 for this equipment in the prior capital bond.

Source of Funds: Fund 313

Budgeted Item:



Budget Amendment Needed: No

RESOLUTION NO. 18-2025

**RESOLUTION APPROVING THE PURCHASE OF A COMBI OVEN FOR
BRIDGE VIEW CENTER**

WHEREAS, the City of Ottumwa, Iowa owns the Bridge View Center; and

WHEREAS, it has been determined that the purchase of a new combi oven will improve the efficiency of food service delivery for the event center; and

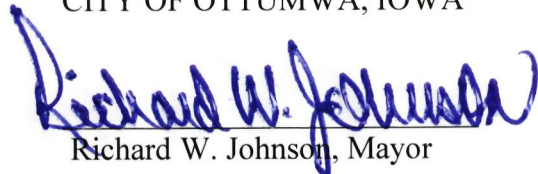
WHEREAS, quotes have been solicited with four responses returned with the lowest being from Martin Bros for \$46,748.90; and

WHEREAS, this purchase was budgeted for and financing was secured in a prior bond award for capital projects;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that Martin Bros be awarded the sale in the amount of \$46,748.90 for the purchase of a combi oven for the Bridge View Center.

APPROVED, PASSED AND ADOPTED, this 4th day of February, 2025.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



Philip Rath

From: Scott Hallgren <shallgren@bridgeviewcenter.com>
Sent: Wednesday, January 29, 2025 1:01 PM
To: Philip Rath; Cole O'Donnell
Cc: H.R. Cook; Adam Hunt; Chris Carton
Subject: BVC - Combi oven for kitchen - Council approval
Attachments: Edward Don & Company_Combi Oven_Quote for BVC_Jan 2025.pdf; Martin Bros_Combi Oven_FRfi0LJ1_quote_Jan 2025.pdf; Rapids_Rational_Combi Oven ltkHoBm0_Quote_Jan 2025.pdf; Wilson Restaurant Supply_Rational_Combi Oven_Quote_Jan 2025.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

This is an approved capital project expense as approved by Council last year. We have \$60,000 total budgeted. We will need some dollars to install a new water line and drain line to this unit for the steamer element, but we won't work on that until the unit arrives, we know exactly what we're looking at, and this purchase comes with installation support directly from Rationale, the manufacturer.

We received 4 bids or quotes – attached. Edward Don & Company was low bidder at \$47,639.38. We also used a kitchen appliance broker who has worked with VenuWorks to source very competitive bids for other accounts in our VenuWorks family.

We have bought numerous food & beverage appliances and supplies from Edward Don & Company, a major supplier to the F & B industry. A qualified vendor and one that has done business with us before. This is a significant purchase for BVC and will bring us up to today's standards in kitchens and will be a game changer in how some of our food is prepared and will keep us competitive and even move us ahead of much of the competition in our SE Iowa region. Majority of major public assembly venues like Bridge View Center have combi ovens in their kitchens for their culinary team to use.

Our recommendation is to accept and approve the purchase through Edward Don & Company for \$47,639.38. Would it be possible to get this on the agenda for our next City Council meeting on Tuesday, February 4? This way we can keep this project moving forward.

Thanks. Please contact me with any questions.

sh

Scott Hallgren, CVE
Executive Director, **Bridge View Center**
C: 641-680-2684 | O: 641-226-5352
shallgren@bridgeviewcenter.com



Bridge View Center
Delivering *Outstanding* Experiences

Proudly Powered by [VenuWorks](#)



Martin Bros.
DISTRIBUTING CO INC

01/15/2025

Quotation


Project: Bridgeview Center

From: Martin Brothers

Job Reference Number: 35358

A prepayment may be required prior to placing the order. A pre-payment invoice can be created upon request. If you have any questions regarding payment, please reach out to our credit department to discuss further. Deb Kroeze (319) 553-0456 or Michelle Even (319) 859-9841

Equipment will be delivered by common carrier. Unloading, un-crating, inspected for damage before signing bill of lading and installation by owner. Martin Bros can not be held responsible for freight damage not duly noted on the bill of lading. Installation quote available upon request.

Item	Qty	Description	Sell	Sell Total
1	1 ea	COMBI OVEN, GAS  RATIONAL ICP 6-FULL ON 6-FULL NG 208/240V 1 PH Two (2) (CC1GRRRA.0000238) iCombi Pro® 6-Full Size Combi Ovens, double stack, natural gas, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 106,500 BTU each, 208/240v/60Hz/1-ph, 6 ft. cord, 0.9 kW each, CE, IPX5, cCSAus, NSF, ENERGY STAR®	\$37,753.13	\$37,753.13
	1 kt	60.75.752 Combi-Duo Universal Stacking Kit, for iCombi 6-half size or 6-full size (electric or gas) on iCombi 6-full size (gas only)	\$1,247.59	\$1,247.59
	1 ea	60.31.204 Stand I for Combi-Duo, mobile, 7-3/4"H, all sides open, stainless steel construction, height adjustable casters, for iCombi 6-	\$781.10	\$781.10

Item	Qty	Description	Sell	Sell Total
		full size on 6-full size		
1 ea		87.00.732US Safety-Set, Equipment placement system for all casters-mounted equipment, allows precise, consistent equipment placement for drain lines to floor sinks and under the fire suppression in ventilation systems, satisfies NFPA codes 17A (5.6.4) and 96 (12.1.2.3), includes tow (2) pieces and installation pack. THIS ITEM IS NON_DISCOUNTABLE (NET)	\$66.15	\$66.15
1 ea		NOTE: All discounts subject to approval by manufacturer		
1 ea		2 years parts and labor, 5 years steam generator warranty		
1 ea		CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge		
1 ea		9999.2002 Pre-Installation Site Consultation, provides an installation consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is needed for every four (4) cooking systems, includes 100 miles (200 miles round trip). (see attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	\$525.00	\$525.00
2 ea		9999.2252 RCI RATIONAL Certified Installation, new certified installation for each table-top iCombi of a combi-duo, 100 miles (200 round-trip) included. (See attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	\$1,312.50	\$2,625.00
2 ea		8720.1560US Installation Kit, for gas iCombi/SCC/CMP 101G (120/60Hz/1ph); gas iCombi/SCC/CMP 62G (208-240/60Hz/1ph); gas iCombi/SCC/CMP 61G (120/60Hz/1ph) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	\$654.15	\$1,308.30
1 ea		1900.1158US Water Filtration Double Cartridge System, for full-size Combi-Duos or if used for more than (2) units, includes: (1) double head with pressure gauge, (2) R95-CLX filter & (1) filter installation kit (for each additional unit add (1) additional head & additional cartridge. Maximum (4) cartridges)	\$1,438.04	\$1,438.04
1 ea		9999.2271 RCI RATIONAL Certified Installation, additional installation cost for a RATIONAL Water Filter System is available when purchased with Certified Installation of RATIONAL unit THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	\$183.75	\$183.75
1 ea		Note: The RATIONAL Water Filtration Systems helps provide consistent high-quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines, and chlorine while delivering the required flow rates.		
2 ea		56.01.535 Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with a unit) (NET)	\$130.10	\$260.20
2 ea		56.00.562 Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, with CareControl - Serial SG, SH or SI series (minimum order quantity: 2pcs, unless	\$117.60	\$235.20

Item	Qty	Description	Sell	Sell Total
		ordered with a unit) (NET)		
	6 ea	6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel	\$54.24	\$325.44
			Extended Total:	\$46,748.90

FREIGHT INCLUDED WITH PURCHASE OF UNITS

Subtotal	\$46,748.90
Total	\$46,748.90

Price does not include Sales Tax unless shown in total. Applicable sales tax will be charged when the invoice for the equipment is printed.

FREIGHT IS ONLY AN ESTIMATE.

Thumbnail pictures are representatives and may not show equipment as proposed.

This is a special order item. Special order items are non-returnable.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$46,748.90

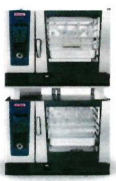
To:
 BRIDGE VIEW CENTER (d/c 02)
 VENU WORKS OF OTTUMWA LLC
 102 CHURCH STREET
 OTTUMWA , IA 52501

Project:
 Bridgeview Center Ottumwa

From:
 Edward Don & Company
 Chris Norstrud
 9801 Adam Don Parkway
 Woodridge, IL 60517-8136
 (708)442-9400

Customer ID: 0001158654

Job Reference Number: 1614158

Item	Qty	Description	Sell	Sell Total
1	1 ea	COMBI OVEN, GAS  RATIONAL Model No. ICP 6-FULL ON 6-FULL NG 208/240V 1 PH Two (2) (CC1GRRRA.0000238) iCombi Pro® 6-Full Size Combi Ovens, double stack, natural gas, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 106,500 BTU each, 208/240v/60Hz/1-ph, 6 ft. cord, 0.9 kW each, CE, IPX5, cCSAus, NSF, ENERGY STAR®	\$38,472.24	\$38,472.24
	1 kt	60.75.752 Combi-Duo Universal Stacking Kit, for iCombi 6-half size or 6-full size (electric or gas) on iCombi 6-full size (gas only)	\$1,271.35	\$1,271.35
	1 ea	60.31.204 Stand I for Combi-Duo, mobile, 7-3/4"H, all sides open, stainless steel construction, height adjustable casters, for iCombi 6-full size on 6-full size	\$795.98	\$795.98
	1 ea	87.00.732US Safety-Set, Equipment placement system for all casters-mounted equipment, allows precise, consistent equipment placement for drain lines to floor sinks and under the fire suppression in ventilation systems, satisfies NFPA codes 17A (5.6.4) and 96 (12.1.2.3), includes tow (2) pieces and installation pack. THIS ITEM IS NON_DISCOUNTABLE (NET)	\$67.41	\$67.41
	1 ea	NOTE: All discounts subject to approval by manufacturer		
	1 ea	2 years parts and labor, 5 years steam generator warranty		
	1 ea	CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge		
	1 ea	9999.2002 Pre-Installation Site Consultation, provides an installation consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is needed for every four (4) cooking systems, includes 100 miles (200 miles round trip). (see attached installation flyer for details) THIS	\$535.00	\$535.00

Item	Qty	Description	Sell	Sell Total
		ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)		
	2 ea	9999.2252 RCI RATIONAL Certified Installation, new certified installation for each table-top iCombi of a combi-duo, 100 miles (200 round-trip) included. (See attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	\$1,337.50	\$2,675.00
	2 ea	8720.1560US Installation Kit, for gas iCombi/SCC/CMP 101G (120/60Hz/1ph); gas iCombi/SCC/CMP 62G (208-240/60Hz/1ph); gas iCombi/SCC/CMP 61G (120/60Hz/1ph) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	\$666.61	\$1,333.22
	1 ea	1900.1158US Water Filtration Double Cartridge System, for full-size Combi-Duos or if used for more than (2) units, includes: (1) double head with pressure gauge, (2) R95-CLX filter & (1) filter installation kit (for each additional unit add (1) additional head & additional cartridge. Maximum (4) cartridges)	\$1,465.43	\$1,465.43
	1 ea	9999.2271 RCI RATIONAL Certified Installation, additional installation cost for a RATIONAL Water Filter System is available when purchased with Certified Installation of RATIONAL unit THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	\$187.25	\$187.25
	1 ea	Note: The RATIONAL Water Filtration Systems helps provide consistent high-quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines, and chlorine while delivering the required flow rates.		
	2 ea	56.01.535 Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with a unit) (NET)	\$132.57	\$265.14
	2 ea	56.00.562 Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, with CareControl - Serial SG, SH or SI series (minimum order quantity: 2pcs, unless ordered with a unit) (NET)	\$119.84	\$239.68
	6 ea	6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel	\$55.28	\$331.68
			ITEM TOTAL:	\$47,639.38

FREIGHT INCLUDED WITH PURCHASE OF UNITS

Total \$47,639.38

IMPORTANT NOTICE: Never trust wiring instructions or ACH or other banking information sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions and bank information. These emails are convincing and sophisticated. Always independently confirm wiring instructions and ACH or other banking information in person or via a telephone call to a trusted and verified phone number. Never wire or transfer money without double-checking that the wiring instructions and ACH or other banking information are correct.

This quote is for product only and final billing will include freight, taxes, and any vendor special charges related to this order. Customer specifically acknowledges

and accepts such additional charges upon acceptance of this quote. To the extent that these charges are not incorporated into the Customer's purchase order, Customer agrees to accept responsibility notwithstanding any purchase order language to the contrary. Prices are valid for 30 days from the date of this quote and are subject to manufacturer price increases.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$47,639.38

Quote

01/16/2025

To:
Wilson Restaurant Supply
5746 Westminster Dr.
Cedar Falls, IA 50613-6962
(319) 277-9000

Project:
Bridgeview Center
Adam Hunt 641-226-5355

From: Wilson Restaurant Supply
Doug Macke Cell 319-350-9173:
Cre8tive Hospitality Solutions
Bert Lowry
12730 State Line Rd
Leawood, KS 66209
913-378-1691
757-635-6148 (Contact)

Job Reference Number: 35358

Item	Qty	Description	Sell	Sell Total
1	1 ea	COMBI OVEN, GAS RATIONAL Model No. ICP 6-FULL ON 6-FULL NG 208/240V 1 PH Two (2) (CC1GRRRA.0000238) iCombi Pro® 6-Full Size Combi Ovens, double stack, natural gas, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 106,500 BTU each, 208/240v/60Hz/1-ph, 6 ft. cord, 0.9 kW each, CE, IPX5, cCSAus, NSF, ENERGY STAR®	39,134.34	39,134.34
	1 kt	60.75.752 Combi-Duo Universal Stacking Kit, for iCombi 6-half size or 6-full size (electric or gas) on iCombi 6-full size (gas only)	1,293.23	1,293.23
	1 ea	60.31.204 Stand I for Combi-Duo, mobile, 7-3/4"H, all sides open, stainless steel construction, height adjustable casters, for iCombi 6-full size on 6-full size	809.68	809.68
	1 ea	87.00.732US Safety-Set, Equipment placement system for all casters-mounted equipment, allows precise, consistent equipment placement for drain lines to floor sinks and under the fire suppression in ventilation systems, satisfies NFPA codes 17A (5.6.4) and 96 (12.1.2.3), includes tow (2) pieces and installation pack. THIS ITEM IS NON_DISCOUNTABLE (NET)	66.15	66.15
	1 ea	NOTE: All discounts subject to approval by manufacturer		
	1 ea	2 years parts and labor, 5 years steam generator warranty		
	1 ea	CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge		
	1 ea	9999.2002 Pre-Installation Site Consultation, provides an installation consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is	500.00	500.00

Initial: _____

Item	Qty	Description	Sell	Sell Total
		needed for every four (4) cooking systems, includes 100 miles (200 miles round trip). (see attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)		
2 ea		9999.2252 RCI RATIONAL Certified Installation, new certified installation for each table-top iCombi of a combi-duo, 100 miles (200 round-trip) included. (See attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	1,250.00	2,500.00
2 ea		8720.1560US Installation Kit, for gas iCombi/SCC/CMP 101G (120/60Hz/1ph); gas iCombi/SCC/CMP 62G (208-240/60Hz/1ph); gas iCombi/SCC/CMP 61G (120/60Hz/1ph) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	654.15	1,308.30
1 ea		1900.1158US Water Filtration Double Cartridge System, for full-size Combi-Duos or if used for more than (2) units, includes: (1) double head with pressure gauge, (2) R95-CLX filter & (1) filter installation kit (for each additional unit add (1) additional head & additional cartridge. Maximum (4) cartridges)	1,490.65	1,490.65
1 ea		9999.2271 RCI RATIONAL Certified Installation, additional installation cost for a RATIONAL Water Filter System is available when purchased with Certified Installation of RATIONAL unit THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)	175.00	175.00
1 ea		Note: The RATIONAL Water Filtration Systems helps provide consistent high-quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines, and chlorine while delivering the required flow rates.		
2 ea		56.01.535 Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with a unit) (NET)	130.10	260.20
2 ea		56.00.562 Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, with CareControl - Serial SG, SH or SI series (minimum order quantity: 2pcs, unless ordered with a unit) (NET)	117.60	235.20
6 ea		6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel	56.23	337.38
			ITEM TOTAL:	48,110.13
FREIGHT INCLUDED WITH PURCHASE OF UNITS				
			Total	48,110.13

Acceptance: _____ Date: _____

Printed Name: _____

RAPIDS

Quote

01/14/2025

To:
Adam Hunt
641-226-5255 (Contact)

Project:
Bridgeview Center
102 Church St
Ottumwa , IA 52501

From:
Mackenzie Beals
6201 S Gateway Drive, Marion, IA
52302
319-440-0450

Job Reference Number: 27157

Please note that the pricing reflected on this quote is valid for ONLY 30 DAYS from date on the quote

Please discuss any concerns with your Sales Representative

Item	Qty	Description	Sell	Sell Total
1	1 ea	COMBI OVEN, GAS RATIONAL Model No. ICP 6-FULL ON 6-FULL NG 208/240V 1 PH Two (2) (CC1GRRR.0000238) iCombi Pro® 6-Full Size Combi Ovens, double stack, natural gas, (12) 18" x 26" sheet pan or (24) 12" x 20" steam pan or (12) 2/1 GN pan capacity, (6) stainless steel grids included, intelligent cooking system with (4) assistants; iDensityControl, iCookingSuite, iProductionManager, & iCareSystem, (6) operating modes, (5) cooking methods, (3) manual operating modes, 85° to 572°F temperature range, quick clean, care control, eco mode, 6-point core temperature probe, retractable hand shower, Ethernet interface, Wi-Fi enabled, 106,500 BTU each, 208/240v/60Hz/1-ph, 6 ft. cord, 0.9 kW each, CE, IPX5, cCSAus, NSF, ENERGY STAR®	\$49,467.00	\$49,467.00
	1 kt	60.75.752 Combi-Duo Universal Stacking Kit, for iCombi 6-half size or 6-full size (electric or gas) on iCombi 6-full size (gas only)		
	1 ea	60.31.204 Stand I for Combi-Duo, mobile, 7-3/4"H, all sides open, stainless steel construction, height adjustable casters, for iCombi 6-full size on 6-full size		
	1 ea	87.00.732US Safety-Set, Equipment placement system for all casters-mounted equipment, allows precise, consistent equipment placement for drain lines to floor sinks and under the fire suppression in ventilation systems, satisfies NFPA codes 17A (5.6.4) and 96 (12.1.2.3), includes tow (2) pieces and installation		



Item	Qty	Description	Sell	Sell Total
		pack. THIS ITEM IS NON_DISCOUNTABLE (NET)		
	1 ea	NOTE: All discounts subject to approval by manufacturer		
	1 ea	2 years parts and labor, 5 years steam generator warranty		
	1 ea	CAP Chef Assistance Program, a RATIONAL certified Chef conducts 4 hours/location specialized application training with personnel, no charge		
	1 ea	9999.2002 Pre-Installation Site Consultation, provides an installation consultation to ensure the site has proper space and connections for gas, electric, drain & water, one (1) Consultation is needed for every four (4) cooking systems, includes 100 miles (200 miles round trip). (see attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)		
	2 ea	9999.2252 RCI RATIONAL Certified Installation, new certified installation for each table-top iCombi of a combi-duo, 100 miles (200 round-trip) included. (See attached installation flyer for details) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)		
	2 ea	8720.1560US Installation Kit, for gas iCombi/SCC/CMP 101G (120/60Hz/1ph); gas iCombi/SCC/CMP 62G (208-240/60Hz/1ph); gas iCombi/SCC/CMP 61G (120/60Hz/1ph) THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)		
	1 ea	1900.1158US Water Filtration Double Cartridge System, for full-size Combi-Duos or if used for more than (2) units, includes: (1) double head with pressure gauge, (2) R95-CLX filter & (1) filter installation kit (for each additional unit add (1) additional head & additional cartridge. Maximum (4) cartridges)		
	1 ea	9999.2271 RCI RATIONAL Certified Installation, additional installation cost for a RATIONAL Water Filter System is available when purchased with Certified Installation of RATIONAL unit THIS ITEM IS NON-DISCOUNTABLE, USA ONLY (NET)		
	1 ea	Note: The RATIONAL Water Filtration Systems helps provide consistent high-quality water to your RATIONAL cooking systems. The patented carbon block technology reduces the effects of sediment, chloramines, and chlorine while delivering the required flow rates.		
	2 ea	56.01.535 Active Green Cleaner Tabs, for all iCombi Pro/Classic, 150 pieces/bucket (minimum order quantity- 2 ea, unless ordered with a unit) (NET)		
	2 ea	56.00.562 Care Tabs, bucket of 150 packets for all iCombi Pro/Classic models and SelfCooking Center® units from 10/2008, with CareControl - Serial SG, SH or SI series (minimum order quantity: 2pcs, unless ordered with a unit) (NET)		
	6 ea	6010.2101 Gastronorm Grid Shelf, 2/1 size, 25-5/8" x 20-7/8", stainless steel		

01/14/2025

Merchandise	\$49,467.00
Freight	\$2,000.00
Tax 7%	\$3,462.69
Total	\$54,929.69

Tax: Unless otherwise indicated, sales prices do not include, and Purchaser is responsible for and agrees to pay (unless Purchaser shall provide Seller at the time an order is submitted with exemption certificate or other documents acceptable to taxing or custom authorities), all sales, use, value added, excise and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated, except for Seller's franchise taxes and taxes on Seller's net income. If applicable, a separate charge for taxes will be shown on Seller's invoice. Some taxes may not be known at the time of quotation. These taxes will be added to the final contract amount and Purchaser agrees to pay all such taxes.

Freight: Freight charges unless otherwise noted includes only delivery to dock or curbside, all unloading, set in place and leveling by customer. Lift gate delivery is available at an additional charge.

Inspection of Freight: To protect your investment, the bill of lading must only be signed after the merchandise is inspected. If this step is not taken and damage has occurred, there is no recourse with the freight company for resolution or reimbursement.

Prices: Prices are good for 30 days unless otherwise stated

Returns: No returns will be accepted without prior written authorization of the Seller. Returns are subject to a minimum 30% restocking charge. Purchaser shall be responsible for the cost of freight to return products. Notwithstanding the foregoing, no returns are permitted with respect to custom design and fabricated equipment and furniture.

Specific Exclusions: Unless otherwise stated the pricing on this contract is for equipment only and does not include freight, tax, delivery or set in place. In addition all electrical, mechanical, HVAC, plumbing materials and labor, and the fees permits and licenses associated with such work are excluded unless otherwise indicated. This exclusion includes but is not limited to the following: 1. Plumbing, gas piping, refrigeration drainline installation, hanging of hand sinks, all faucet and garbage disposal installation and setup, 2. Caulking of sinks, tables and other items, 3. Plumbing, electrical and other final connections, 4. Ductwork and all penetrations within building, and all balancing of exhaust hoods and makeup air, 5. Walkin cooler/freezer piping and penetrations, hanging of evaporator coils, condenser and compressor placement, defrost timer connection and all necessary heat tape, 6. Floor tile, grout, concrete, grout leveling, and concrete leveling. 7. Concrete curbs, concrete filler, and/or sand filler. 8. Supports/blocking for FS equipment. 9. Insulation, vapor barrier, and wear slabs at the freezers and coolers.

Terms & Conditions: Our standard terms require 100% payment in advance of merchandise shipping. If buyer chooses to use a credit card for payment 4% will be added to the sell price of the contract. Terms other than this will require credit applications and trade references, which may take up to 3 weeks to complete. Final contract will require signature and completion of our standard contract form which includes all terms and conditions as stated on the face page of the Seller's Conditional Sales Contract or AIA Contract documentation as appropriate.