



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 3
Council Chambers, City Hall

January 20, 2026
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Galloway, Hoffman, Duprey, Caviness, Reid and Mayor Foote.
- B. CONSENT AGENDA **Part I:**
1. Minutes from Regular Meeting No. 1 on January 6, 2026, and Special Meeting No. 2 on January 13, 2026 as presented.
 2. Acknowledge and approve January 20, 2026, Claims List as submitted by the Finance Department.
 3. Approve release of forfeiture funds in the amount of \$37,671 to be used by the Southeast Iowa Inter-Agency Drug Task Force.
 4. Resolution No. 13-2026, a resolution determining the necessity and fixing a date for a public hearing on the matter of the adoption of a proposed Amendment No. 2 to the Amended and Restated Ottumwa Urban Revitalization Plan.
 5. Resolution No. 15-2026, accepting the quote of \$43,351 from Brentwood Industries for Primary Clarifier Single Cell Chain and Flight Replacement for WPCF.
 6. Resolution No. 19-2026, approving the lease agreement between the City of Ottumwa and the Ottumwa Saddle Club.
- B. CONSENT AGENDA **Part II:**
5. Beer and/or liquor applications for: Dollar General Store #30778, 616 W. Mary Street; Dollar General Store #7179, 721 N. Quincy Ave.; Recovery Room, 1805 W. Second Street; All applications pending final inspections.
- C. APPROVAL OF AGENDA
- D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:
1. Main Street Ottumwa – Executive Director Kris Patrick presenting.

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 approving the Plans, Specifications, Form of contract and estimated cost for the T-Hangar Project at the Ottumwa Regional Airport.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 9-2026, approving the plans, specifications, form of contract and estimated cost for the T-Hangar Project at the Ottumwa Regional Airport.

RECOMMENDATION: Pass and adopt Resolution No. 9-2026.

G. ORDINANCES:

1. Ordinance No. 3253-2026, an Ordinance to Reinstate the Public Safety Advisory Committee by Amending Chapter 2, Article VI, Division 5, of the Code of Ordinances of the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3253-2026.

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

1. Possible redevelopment of City owned property located at 105-107 and 109 E. Main Street.

RECOMMENDATION: Consider Motion to receive and File Request for Project Support for proposed Mixed-Use Redevelopment at 105-107 and 109 E. Main Street.

I. RESOLUTIONS:

1. Resolution No. 10-2026, providing for the financial support of the Area 15 Regional Planning Commission for Fiscal Year 26/27.

RECOMMENDATION: Pass and adopt Resolution No. 10-2026.

2. Resolution No. 11-2026, providing for the financial support of the Regional Planning Affiliation (RPA 15) for Fiscal Year 26/27.

RECOMMENDATION: Pass and adopt Resolution No. 11-2026.

3. Resolution No. 12-2026, approving and authorizing execution of a Mortgage Release for 180 North Ward Street.

RECOMMENDATION: Pass and adopt Resolution No. 12-2026.

4. Resolution No. 16-2026, approving the change in authorization of signature from former Mayor Richard W. Johnson to current Mayor Benjamin Foote for the Community Development Block Grant – CDBG Contract # 25-WS-030.

RECOMMENDATION: Pass and adopt Resolution No. 16-2026.

5. Resolution No. 17-2026, Approving the Contract between Iowa Economic Development Authority (IEDA) and the City of Ottumwa for the Community Development Block Grant (CDBG) program and authorizing the Mayor to sign Contract (CDBG Contract #25-WS-030).

RECOMMENDATION: Pass and adopt Resolution No. 17-2026.

6. Resolution No. 18-2026, adopting an Invocation Policy for the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 18-2026.

7. Resolution No. 20-2026, approving Professional Services Agreement between the City of Ottumwa and WHKS for professional engineering services for the WPCF and authorizing the Mayor to sign the agreement.

RECOMMENDATION: Pass and adopt Resolution No. 20-2026.

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 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

Council will recess and reconvene in Conference Room 128A for Closed Session Proceedings.

Regular Meeting No. 3
Conference Room 128A, City Hall

January 20, 2026
6:00 O'Clock P.M.

ROLL CALL: Council Member Galloway, Hoffman, Duprey, Caviness, Reid and Mayor Foote.

1. Motion to enter closed session in accordance with the Iowa Code Section 21.5(1)(c). ("To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in the litigation, and in accordance with Iowa Code Section 622.10 to discuss attorney/client privileged and attorney work product matters with legal counsel.")
2. Return to open session for any related action and/or to adjourn.

ADJOURN

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

*Items on the TABLE:

1. Resolution No. 201-2025, approving and adopting a revised Building and Facility Security Policy for the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 201-2025.

2. Resolution No. 205-2025, approving the relocation of the Historic "National Humane Alliance" Fountain from Ballingall Park to a site near the front entrance of the Bridge View Center.

RECOMMENDATION: Pass and adopt Resolution No. 205-2025.



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 1/15/2026 TIME: 2:30 PM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #3 to be held on 1/20/2026
at 5:30 P.M.

FAX MULTI TX REPORT

JOB NO. 1041
DEPT. ID 4717
PGS. 4

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

KTVO
Ottumwa Waterworks
Ottumwa Courier
Tom FM



CITY OF
OTTUMWA

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at 5:30 P.M.

TX REPORT

JOB NO. 1041
DEPT. ID 4717
ST. TIME 01/15 14:36
SHEETS 4
FILE NAME

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916416823269
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KTVO
Ottumwa Waterworks
Ottumwa Courier
Tom FM



CITY OF
OTTUMWA

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FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #3 to be held on 1/20/2026
at 5:30 P.M.

REGULAR MEETING NO. 1
Council Chambers, City Hall

January 6, 2026
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, Duprey and Mayor Foote.

Caviness moved, seconded by Hoffman to approve consent agenda Part I: Mins. from Regular Mtg. No. 33 on Dec. 16, 2025, and Special Mtg. No. 34 on Dec. 29, 2025, as presented; Ack. and approve Jan. 6, 2026 Claims; Canvasser/Solicitor application for Mad City Windows & Baths for Jan. 12, 2026 – Feb. 13, 2026; Res. No. 8-2026, setting Jan. 20, 2026, as date for Public Hearing to approve plans, specs., form of contract and est. cost for T-Hangar Project at Ottumwa Reg. Airport. All ayes.

Galloway moved, seconded by Hoffman to approve consent agenda Part II: Beer and/or liquor applications for: La Guadalupana, 301 Church St.; El Rancho Grande, 232 E. Main St.; IA Liquor & Tobacco, 1021 E. Main St.; Ottumwa Golf & Social Club, 304 E. Golf Ave., with OSA; Cedar Creek Golf Course, 13120 Angle Rd., with OSA. Motion carried 4-1. Ayes: Caviness, Galloway, Hoffman, Duprey. Nays: Reid.

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

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

This was the time, place and date set for a public hearing on proposal to convey certain real property (330 S. Davis St.), to Manny Martinez. P&Z Coord. Rusch reported two bids rec'd. No objections rec'd. Galloway moved, seconded by Reid to close public hearing. All ayes.

Caviness moved, seconded by Galloway that Res. No. 6-2026, accepting bid and approving sale of 330 S. Davis St. to Manny Martinez for \$4,200, be passed and adopted. All ayes.

Galloway moved, seconded by Hoffman to pass Second Cons. of Ord. No. 3252-2025, to add Sec. 14-33 and 14-34 to Ch. 14, Fire Prevention & Protection. Fire Chief Canto presented. This sets forth minimum requirements that the city should follow; do not want to see continued loss of business or services in the area; or businesses with a false sense of safety by not having regular, routine fire inspections. Council agrees, fire inspections are important and there should be fees tied to them; however, they want further discussion on the fee structure and other questions answered before adopting Ordinance. Canto added, Ottumwa is nowhere near industry standards. Currently operating under 2021 IFC; while state Fire Code just adopted 2024 version. Galloway added, this would be a good time to sit with Chief to get your questions answered. Council agrees; a work session is warranted. Motion failed 1-4. Ayes: Galloway. Nays: Caviness, Reid, Hoffman, Duprey.

Galloway moved, seconded by Reid to auth. pymt. \$24,789.78 to Wapello Co. Sheriff's Dept. for programming/maintenance fees of the in-house computer software. All ayes.

Galloway moved, seconded by Duprey to pass motion directing staff to initiate two IEDA Community Catalyst Bldg. Remediation Program Grants to support repair, rehabilitation, or redevelopment of City-owned bldgs. located at 105 E. Main & 131 E. Main. All ayes.

Reid moved, seconded by Galloway that Res. No. 1-2026, designating depositories for City Monies and Funds not to exceed sums indicated per financial institution, be passed and adopted. All ayes.

Caviness moved, seconded by Hoffman that Res. No. 2-2026, accept General Legal Services Engagement Agt. with Ahlers & Cooney, PC, for 2026-2027 and auth. Mayor to sign, be passed and adopted. Motion carried 4-0. Ayes: Reid, Galloway, Hoffman, Duprey. Absent: Caviness.

Caviness stepped out of council chambers at 7:03 PM.

Galloway moved, seconded by Reid that Res. No. 3-2026, approve changes in plan contacts for City of Ottumwa's 457 (b) retirement plan through MissionSquare, be passed and adopted. Motion carried 4-0. Ayes: Reid, Galloway, Hoffman, Duprey. Absent: Caviness.

Caviness returned at 7:07 PM.

Hoffman moved, seconded by Reid that Res. No. 4-2026, adopt Goal Setting Rpt. prepared from 2025 Strategic Goal Setting Work Session, be passed and adopted. Rath reported, top priorities identified: recruit two or three large businesses, develop airport master plan, construct twenty new upper/middle homes, and determine direction of EMS. All ayes.

Galloway moved, seconded by Reid, that Res. No. 5-2026, a Res. in Support of Proposed Terms to be included in purchase, sale and Development Agt. by and between the City of Ottumwa and Landover Corp., or a related entity, be passed and adopted. All ayes.

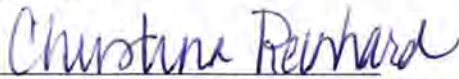
Mayor Foote appointed council person Hoffman as Mayor Pro Tem for 2026.

Res. No. 201-2025 and Res. No. 205-2025 remain on the TABLE.

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

Adjournment was at 7:25 P.M.

ATTEST:


Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA


Benjamin Foote, Mayor

Published in the Ottumwa Courier on 1/17/2026.



OTTUMWA CITY COUNCIL MINUTES

SPECIAL WORK SESSION NO. 2
Council Chambers, City Hall

January 13, 2026
5:30 O'Clock P.M.

The meeting was called to order at 5:31 P.M.

Present were Council Member Reid, Hoffman, Duprey, Caviness (via phone) and Mayor Foote. Council Member Galloway was absent.

Hoffman moved, seconded by Duprey to approve agenda as presented. Motion carried 4-0. Absent: Galloway.

Mayor Foote led the discussion and assignment of elected officials to City brds. and commissions. Revisit Public Safety Adv. Committee – expand responsibilities and redefine purpose. What is needed by the City and each dept. (police & fire) to work together and identify those needs (equipment, personnel, more efficient ways of doing things, etc.) Want at least one council member assigned, with option for two. What direction EMS is headed may be another topic this group will focus on. Comprised of five citizens; three of which must reside in City limits and the other two in Wapello County. Discuss with police and fire before presenting as Ord. to reinstate committee.

Discussion of adding youth seat to each board/commission; opportunity for council to mentor.

Mayor discussed Invocation Policy as presented. Intent is not causing division amongst citizens, but to start mtgs. with the correct tone; with reverence. Want to bring unification to local churches; by giving an opportunity to be a part of the city's vision. This has been through legal review. All council members in attendance were in favor of bringing this back for action. City Admin. Rath read Council person Galloway's email correspondence along with her recommendations to the policy.

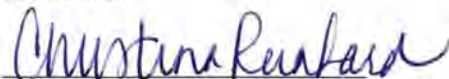
There being no further business, Hoffman moved, seconded by Reid that the mtg. adjourn. Motion carried 4-0. Absent: Galloway.

Adjournment was at 6:36 P.M.

CITY OF OTTUMWA, IOWA


Benjamin Foote, Mayor

ATTEST:


Christina Reinhard, CMC, City Clerk

Published in the Ottumwa Courier on 1/24/2026.



Item No. B.-2.

CITY OF OTTUMWA		
CLAIMS LISTING - 01/20/2026 CITY COUNCIL MEETING		
Vendor Name	Purpose	Amount
ADVANTAGE ADMINISTRATORS	OTHER PROF SERV	\$ 208.00
AED UNITED	EMS SUPPLIES	\$ 1,186.00
AFLAC	AFLAC DEDUCTION PAYABLE	\$ 1,698.52
ALL ROADS TRUCK & TRAILER	VHCL MTCE SUPPLIES	\$ 26.40
ASCAP	DUES & MEMBERSHIPS	\$ 458.00
ATOMIC TERMITE & PEST	BUILDING MAINT REPAIR	\$ 342.07
BAILEY OFFICE EQUIPMENT	OFFICE SUPPLIES	\$ 607.86
BLACKHAWK BODYSHOP AND	VHCL MTCE SUPPLIES	\$ 2,647.52
BLACK'S TIRE COMPANY LLC	VHCL MTCE SUPPLIES	\$ 4,917.00
BMI	DUES & MEMBERSHIPS	\$ 459.00
BP	FUEL	\$ 9.94
BRIDGE CITY SANITATION LLC	REFUSE HAULING	\$ 5,315.90
BRIDGE CITY SANITATION LLC	OTHER PROF SERV	\$ 167,414.47
BROWNELLS INC.	TOOLS & SMALL EQUIP	\$ 121.32
BUB'S TREE CARE	TREE TRIMMING	\$ 2,225.00
BYWATER SOLUTIONS LLC	CONTRACTUAL SERVICES	\$ 7,080.00
CANTERA AGGREGATES LLC	STREET MAINT SUPPLIES	\$ 4,194.05
CENTER POINT LARGE PRINT	LIBRARY MAT.-JAMES ESTATE	\$ 95.88
CENTRAL SALT LLC	STREET MAINT SUPPLIES	\$ 13,321.96
CENTURYLINK	TELEPHONE/IT	\$ 159.16
CLAYTON ERHARDT	RENTS & LEASES	\$ 540.00
CNH INDUSTRIAL ACCOUNTS	VHCL MTCE SUPPLIES	\$ 3,098.65
CONSOLIDATED ELECTRICAL	OTHER CAPITAL EQUIP	\$ 93.32
CUES	TECHNOLOGY SERVICES	\$ 15,770.00
D P PLUMBING PLUS	BLDG MAINT & REPAIR	\$ 173.42
DENISES ALTERATIONS	SUSTENANCE SUPPLIES	\$ 116.00
DERANS TOWING SERVICE	VHCL MTCE SUPPLIES	\$ 200.00
DXP ENTERPRISES INC.	VHCL MTCE SUPPLIES	\$ 439.56
ELITE PLUMBING	BUILDING MAINT REPAIR	\$ 165.00
ELLIOTT BULK SERVICES LLC	FUEL	\$ 4,729.12
ELLIOTT OIL COMPANY	IOWA FUEL TAX	\$ 10,206.76
EUROFINS ENVIRONMENT	LAB SUPPLIES	\$ 2,923.73
FASTENAL COMPANY	VHCL MTCE SUPPLIES	\$ 67.11
GEOTECH SAND & STONE INC	STREET MAINT SUPPLIES	\$ 4,485.66
GINGERICH LOGGING	EQUIP REPAIR	\$ 171.97
GREATER OTTUMWA PARTNERS	DUES & MEMBERSHIPS	\$ 15,305.00
GRP & ASSOCIATES	HAZARDOUS WASTE DISPOSAL	\$ 98.00
HARDY DIAGNOSTICS	LAB SUPPLIES	\$ 232.27
HAWKEYE TRUCK EQUIPMENT	OTHER CAPITAL EQUIP	\$ 9,006.37
HEARTLAND HUMANE SOCIETY	OTHER PROF SERV	\$ 290.00
HINDMAN PERSON HEATING	BLDG MAINT & REPAIR	\$ 1,120.00

HUPP TOYOTALIFT	VHCL MTCE SUPPLIES	\$ 1,015.77
IMWCA	IMWCA 411 TPA FEES	\$ 6,570.63
INGRAM LIBRARY SERVICES	LIBRARY MAT.-JAMES ESTATE	\$ 1,335.55
INTERSTATE BATTERY	VHCL MTCE SUPPLIES	\$ 708.75
IOWA DEPT NATURAL RESOURC	PERMITS	\$ 1,250.00
IOWA ONE CALL	OTHER PROF SERV	\$ 213.30
IOWA TIRE SALES COMPANY	VHCL MTCE SUPPLIES	\$ 462.50
J & J MOWING	CONTRACTUAL SERVICES	\$ 1,755.00
JAVON MARTIN	REFUNDS	\$ 50.00
JEFF SLY	CLOTHING ALLOWANCE	\$ 165.84
KIRKHAM MICHAEL	ENGINEERING	\$ 8,489.49
KLODT DOOR SERVICE LLC	BLDG MAINT & REPAIR	\$ 404.00
KRONOS	Contractual Services	\$ 5,040.00
LOCK MASTER	BUILDING MAINT REPAIR	\$ 180.00
MAIN STREET OTTUMWA	DOWNTOWN MAINTENANCE	\$ 10,000.00
MARK JACKSON CONSULTING	TRAINING	\$ 1,500.00
MENARDS	SUSTENANCE SUPPLIES	\$ 5,388.93
MIDAMERICAN ENERGY CO	NATURAL GAS	\$ 3,542.12
MIDWEST TAPE	LIBRARY MAT.-JAMES ESTATE	\$ 85.98
MOSE LEVY COMPANY INC	VHCL MTCE SUPPLIES	\$ 824.87
Nationwide	OTHER PROF SERV	\$ 255.00
OCCUPATIONAL SAFETY SOLUT	OTHER PROF SERV	\$ 4,000.00
OFFICIAL PEST CONTROL	MISC CONTRACT WORK	\$ 55.00
OTTUMWA AUTO PARTS	VHCL MTCE SUPPLIES	\$ 432.87
OTTUMWA HEALTH GROUP LLC	EMPLOYEE PHYSICALS/TESTS	\$ 304.00
OTTUMWA PRINTING INC.	PRINTING	\$ 62.00
OTTUMWA WATER & HYDRO	WATER	\$ 462.23
PIERCE CONST & FENCE CO L	GROUND MAINT & REPAIR	\$ 1,998.00
PLUMB SUPPLY COMPANY	GROUND MAINT & REPAIR	\$ 135.40
PROFESSIONAL JANITORIAL	JANITORIAL	\$ 3,140.00
RACOM CORPORATION	EQUIP REPAIR	\$ 1,866.82
ROBYN REESE	OTHER PROF SERV	\$ 900.00
ROYAL PORTABLE TOILETS	MISC CONTRACT WORK	\$ 231.12
S & L ALL SEASON	EQUIP REPAIR	\$ 199.74
SAMANTHA CAIN	TRAVEL & CONFERENCE	\$ 16.80
SCHIMBERG CO.	OTHER MAINT & REPAIR	\$ 1,049.56
SCHROEDER GRAPHICS & SIGN	SUSTENANCE SUPPLIES	\$ 1,264.41
SCHUMACHER ELEVATOR CO	BUILDING MAINT REPAIR	\$ 1,012.20
SCHUYLER HARLAND	Travel & Conferences	\$ 26.60
SINCLAIR NAPA	VHCL MTCE SUPPLIES	\$ 1,051.28
SNYDER WATER	OTHER SUPPLIES	\$ 420.00
SOUTHERN IOWA ELECTRIC	OPERATING SUPPLIES	\$ 87.48
SUPREME STAFFING INC	CONTRACT EMPLOYEES	\$ 9,231.86
Titan Machinery	VHCL MTCE SUPPLIES	\$ 316.91

TMOBILE	OTHER PROF SERV	\$ 50.00
TORRES CONSTRUCTION	CONTRACTUAL SERVICES	\$ 30,500.00
UKG KRONOS SYSTEMS LLC	CONTRACTUAL SERVICES	\$ 6,223.08
UPS	POSTAGE & SHIPPING	\$ 27.02
VAN METER INCORPORATED	TOOLS & SMALL EQUIP	\$ 1,076.48
VAUGHN AUTOMOTIVE	VHCL MTCE SUPPLIES	\$ 88.20
VETTER'S INC-CULLIGAN WAT	LAB SUPPLIES	\$ 59.49
WAPELLO RURAL WATER ASSC	WATER	\$ 39.24
WAYNE'S TIRE	VHCL MTCE SUPPLIES	\$ 700.00
WILCOX EQUIPMENT	EQUIP REPAIR	\$ 295.86
WINDSTREAM ENTERPRISE	Telephone/IT	\$ 1,253.32
WOODRIVER ENERGY LLC	NATURAL GAS	\$ 20,805.23
TOTAL		\$ 420,339.92

received
1-15-26 10 AM

Item No. B.-3.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jan 20, 2026

Police
Department

Lt. Jason Bell
Prepared By
Chief Chad Farrington
Department Head



City Administrator Approval

AGENDA TITLE: Provide forfeiture funds to the Drug Task Force for the purchase of a new vehicle.

☐

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

☐

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

RECOMMENDATION: To approve the release of the funds and provide payment to the Southeast Iowa Inter-Agency Drug Task Force in the amount of \$37,671 to be used for the purchase of a new vehicle.

DISCUSSION: The Ottumwa Police Department is the grant administrator for the Southeast Iowa Inter-Agency Drug Task Force. Federal asset forfeiture disbursement requirements require the City of Ottumwa to be the fiduciary for any federal forfeiture funds allocated to the drug task force from federally prosecuted investigations.

The drug task force would like to utilize these funds to purchase a vehicle that will be utilized by the task force for their operations. This is an allowable purchase per the federal asset forfeiture guidelines.

Source of Funds:

175-112-6413

Budgeted Item:

☐

Budget Amendment Needed:

No

This requested balance originated from court ordered forfeiture of cash that was originally seized from drug dealers as proceeds from their illegal activity. Vehicles purchased by the drug task force are not sourced through the fleet committee.

received
1-15-26 10 Am

Item No. B.-4.

CITY OF OTTUMWA Staff Summary

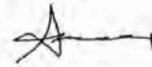
**** ACTION ITEM ****

Council Meeting of: January 20,
2026

Community Development
Department

Amal Eltahir

Prepared By



Department Head



City Administrator Approval

AGENDA TITLE: Consider resolution No. 13-2026 determining the necessity and fixing a date for a public hearing on the matter of the adoption of a proposed Amendment No. 2 to the Amended and Restated Ottumwa Urban Revitalization Plan.



**Public hearing required if this box is checked.

**



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

RECOMMENDATION: Pass and Adopt Resolution No. 13-2026.

DISCUSSION:

The City of Ottumwa adopted the Amended and Restated Urban Revitalization Plan in December 2021 to encourage reinvestment and redevelopment through property tax exemptions for qualifying residential, commercial, and industrial improvements. The Plan was amended in 2024 to align with recent changes to Iowa Code Chapter 404.

Amendment No. 2 proposes a targeted update to the Plan to better support residential reinvestment while maintaining compliance with state law and preserving existing incentive structures.

Comprehensive & Strategic Plan Alignment

The proposed action starts the process for a council action that has potential for advancing the housing goal by encouraging more investment in single family housing.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

January 20, 2026

5:30 P.M.

Amended and Restated Ottumwa Urban Revitalization Plan

- Resolution determining the necessity and fixing a date for a public hearing on the matter of the adoption of a proposed Amendment No. 2 to the Amended and Restated Ottumwa Urban Revitalization Plan

IMPORTANT INFORMATION

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

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

January 20, 2026

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Foote, in the chair, and the following named Council Members:

Cara Galloway, Bill Hoffman Jr., JoElla Duprey, Keith Caviness,
Dan Reid

Absent: _____

Vacant: _____

* * * * *

Council Member Galloway introduced the following Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND FIXING A DATE FOR A PUBLIC HEARING ON THE MATTER OF THE ADOPTION OF A PROPOSED AMENDMENT NO. 2 TO THE AMENDED AND RESTATED OTTUMWA URBAN REVITALIZATION PLAN", and moved its adoption. Council Member Duprey seconded the motion to adopt. The roll was called, and the vote was:

AYES: Galloway, Hoffman, Duprey, Caviness, Reid

NAYS: _____

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

RESOLUTION NO. 13-2026

RESOLUTION DETERMINING THE NECESSITY AND
FIXING A DATE FOR A PUBLIC HEARING ON THE MATTER
OF THE ADOPTION OF A PROPOSED AMENDMENT NO. 2
TO THE AMENDED AND RESTATED OTTUMWA URBAN
REVITALIZATION PLAN

WHEREAS, pursuant to the provisions of Iowa Code Chapter 404, by resolution adopted December 21, 2021, the City of Ottumwa, Iowa (the "City"), designated certain areas of the City as a revitalization area, by the adoption of the Amended and Restated Ottumwa Urban Revitalization Plan for the Ottumwa Urban Revitalization Area (the "Revitalization Area" or "Area"); and

WHEREAS, the Amended and Restated Ottumwa Urban Revitalization Plan has subsequently been amended by the adoption of Amendment No. 1 to the Amended and Restated Plan in 2024; and

WHEREAS, by the foregoing action, the Council has determined that the Revitalization Area within the City can be revitalized as authorized by Iowa Code Chapter 404; and

WHEREAS, a proposed Amendment No. 2 to the Plan ("Amendment") has been prepared, the purpose of which is to update the exemption schedule for property assessed as residential anywhere in the Area from three years to five years for Qualifying Improvements completed after February 1, 2026; and

WHEREAS, before such Amendment can be adopted, it is necessary that a public hearing be held thereon and that due notice be given in accordance with the requirements of Iowa Code Chapter 404.

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

Section 1. It is determined that the rehabilitation, conservation, redevelopment, economic development or a combination thereof of the Area is necessary in the interest of the public health, safety, or welfare of the residents of the City, and the Area substantially meets the criteria of Iowa Code Section 404.1 and the proposed Amendment, attached to this Resolution as Exhibit 1, and the Plan as amended thereby, is declared to substantially meet the criteria of Iowa Code Section 404.2.

Section 2. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the matter of the adoption of the Amendment at a regularly scheduled meeting of the City Council, on February 3, 2026, at 5:30 P.M., in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa.

Section 3. That the City Clerk. be and is hereby directed to publish a notice of a public hearing on the Amendment, at least once not less than four days prior to the date of said public hearing, as provided in Iowa Code Section 404.2(6).

Section 4. Be it further resolved that copies of the Amendment be made available to the public through the office of the City Clerk.

Section 5. The notice of the proposed hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF OTTUMWA, IOWA, ON THE MATTER OF THE
ADOPTION OF A PROPOSED AMENDMENT NO. 2 TO THE
AMENDED AND RESTATED OTTUMWA URBAN
REVITALIZATION PLAN

Public notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on February 3, 2026, at 5:30 P.M., in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the adoption of an Amendment No. 2 ("Amendment") to the Amended and Restated Ottumwa Urban Revitalization Plan ("Plan") for the Ottumwa Urban Revitalization Area ("Area") described therein, under the authority of Iowa Code Chapter 404, as amended.

The purpose of the Amendment is to update the exemption schedule for property assessed as residential anywhere in the Area from three years to five years for Qualifying Improvements completed after February 1, 2026.

Any persons interested may appear at said meeting of the Council and present evidence for or against the adoption of the Amendment. The proposed Amendment is on file in the office of the City Clerk and available for public inspection or copying during ordinary business hours.

This notice is given by order of the City Council of the City of Ottumwa, Iowa, pursuant to Section 404.2, Code of Iowa.

Dated this 20 day of January, 2026.

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

(End of Notice)

PASSED AND APPROVED this 20th day of January, 2026.

A handwritten signature in blue ink, appearing to read "B. F. C.", written over a horizontal line.

Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Christine Runkel", written over a horizontal line.
City Clerk

ATTACH AMENDMENT NO. 2
LBELED AS EXHIBIT 1 HERE

AMENDMENT NO. 2
TO THE
AMENDED AND RESTATED OTTUMWA URBAN REVITALIZATION PLAN
FOR THE
OTTUMWA URBAN REVITALIZATION AREA

City of Ottumwa, Iowa

INTRODUCTION

The City of Ottumwa, Iowa (“City”) adopted the Amended and Restated Ottumwa Urban Revitalization Plan (“Amended and Restated Plan” or “Plan”) for the Ottumwa Urban Revitalization Area (the “Urban Revitalization Area” or “Area”) by action of the City Council on December 21, 2021. The Amended and Restated Plan was adopted to continue to promote the revitalization of properties in the Area, by providing tax abatement on eligible improvements on properties assessed as commercial, industrial, or residential.

In 2024, the City amended the Plan by an Amendment No. 1 to align the provisions of the Amendment and Restated Plan with the revised provisions of Iowa Code Chapter 404. The City is further amending the Plan with the adoption of this Amendment No. 2 to the Amended and Restated Plan (“Amendment” or “Amendment No. 2”) to update the exemption schedule for property assessed as residential anywhere in the Area from three years to five years for Qualifying Improvements completed after February 1, 2026.

Except as modified by this Amendment, the provisions of the Amended and Restated Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided therein. All subsections of the Amended and Restated Plan, as previously amended, not mentioned in this Amendment shall continue to apply to the Plan and the Area. In case of any conflict or uncertainty, the terms of this Amendment shall control and any parts of the Amended and Restated Plan in conflict with this Amendment are hereby repealed.

AMENDMENT TO THE PLAN

The specific changes being made by this Amendment to the Amended and Restated Plan, as previously amended, include the following:

1. Section IX of the Amended and Restated Plan, as previously amended, providing the available tax exemption schedules under the Amended and Restated Plan, is hereby repealed in its entirety and replaced with the following:

The following exemption schedules are available for Eligible Properties with Qualifying Improvements under this Plan:

Residential (Qualifying Improvements Completed by February 1, 2026)

All Eligible Property assessed as residential is eligible to receive exemption from taxation on the actual value added by the Qualifying Improvements completed by February 1, 2026. The amount of the exemption is one hundred percent (100%) on the actual value added by the Qualifying Improvements; *provided, however, that the exemption from taxation shall not apply to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D.* The exemption is for a period of three (3) years.

Residential – Historical Contributing Building (Qualifying Improvements Completed by February 1, 2026)

All Eligible Property assessed as residential and (1) listed as a “contributing building” in the nomination papers for the Court Hill Historic District, Fifth Street Bluff Historic District, Vogel Place Historic District or North Fellows Historic District, or (2) individually listed on the National Register of Historic Places is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements completed by February 1, 2026. In order to be eligible for this exemption, the Qualifying Improvements must not increase the population density of the facilities being improved and must be found to by the Ottumwa Historic Preservation Commission to be historically sensitive based on the criteria established by the Ottumwa Planning and Development Department.

The amount of the exemption is one hundred percent (100%) on the actual value added by the Qualifying Improvements; *provided, however, that the exemption from taxation shall not apply to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D.* The exemption is for a period of five (5) years.

This exemption is available for this particular subset of residential property in lieu of the general residential property exemption set forth above, and is made available to further the City’s planning objectives with respect to preserving and appropriately redeveloping significant historical structures.

Residential (Qualifying Improvements Completed After February 1, 2026)

All Eligible Property assessed as residential is eligible to receive exemption from taxation on the actual value added by the Qualifying Improvements completed after February 1, 2026. The amount of the exemption is one hundred percent (100%) on the actual value added by the Qualifying Improvements; *provided, however, that the exemption from taxation shall not apply to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D.* The exemption is for a period of five (5) years.

Residential with Three or More Separate Dwelling Units

All Eligible Property assessed as residential under Iowa Code Section 441.21(14)(a)(6) on or after January 1, 2022, having three or more separate dwelling units, is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements; *provided, however, that the exemption from taxation shall not apply to property tax levies imposed by a school district for applications submitted on or after July 1, 2024, as and to the extent required by Iowa Code Section 404.3D.* The exemption is for a period of ten (10) years. The amount of the partial exemption is equal to a percent of the actual value added by the Qualifying Improvements, determined as follows:

First Year	—	100%
Second Year	—	100%
Third Year	—	80%
Fourth Year	—	80%
Fifth Year	—	60%
Sixth Year	—	60%
Seventh Year	—	40%
Eighth Year	—	40%
Ninth Year	—	20%
Tenth Year	—	20%

This exemption is available for this particular subset of residential property in lieu of the general residential property exemption set forth above, and is made available to further the City's planning objectives with respect to ensuring the availability of a variety of housing options and promoting the development of multi-family residential properties.

Commercial or Industrial

All Eligible Property assessed as commercial or industrial is eligible to receive an exemption from taxation on the actual value added by the Qualifying Improvements. The exemption is for a period of five (5) years. The amount of the partial exemption is equal to a percent of the actual value added by the Qualifying Improvements, determined as follows:

First Year	—	80%
Second Year	—	65%
Third Year	—	45%
Fourth Year	—	25%
Fifth Year	—	10%

EFFECTIVE DATE OF AMENDMENT

This Amendment No. 2 shall become effective on the date it is approved by Resolution by the City Council of the City of Ottumwa, Iowa ("Effective Date"). All exemptions awarded prior to the Effective Date shall continue until their expiration.

4934-2606-7585-1\10981-192

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 20 day of January, 2026.



4924-2620-6598-1\10981-192

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

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

NOTICE OF PUBLIC HEARING

_____, 2026.

WITNESS my official signature at Ottumwa, Iowa, this _____ day of _____, 2026.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)



Item No. B.-5.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: January 20, 2026

John Lloyd WPCF Superintendent

Prepared By

Public Works - WPCF
Department

Phillip Burgmeier Public Works Director
Department Head

City Administrator Approval

AGENDA TITLE: Primary Clarifier Single Cell Chain and Flight Replacement.

☐

****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:

Approve Resolution 15-2026 accepting the quote of \$43,351 from Brentwood Industries for Primary Clarifier Single Cell Chain and Flights.

DISCUSSION:

This is to replace the chain and flights for one of the 3 cells in the Primary Clarifier. The chains and flights are worn and need to be replaced. They were last replaced more than 13 years ago. The chains hold the flights which push the scum and sludge to collectors for the anaerobic digestors. The chains are worn and have been jumping the drive sprockets. This uneven wear contributes to poor collection of solids in the digester cell.

This is proprietary equipment, and the vendor is Brentwood Industries.
The quote is \$43,351.00.

The project payment would come from line item 610-815-6399, Other Maintenance and Repair is budgeted \$300,000 and 96,197.45 has been spent. This leaves \$203,802.55 left in the fund.

Source of Funds: Sewer Fund

Budgeted Item: YES

Budget Amendment Needed: NO

RESOLUTION NO. 15-2026

Resolution 15-2026 Approving Primary Clarifier Single Cell Chain and Flight Replacement.

WHEREAS, The City of Ottumwa, Iowa, Water Pollution Control Facility staff received a quote on parts to replace in one of the three Primary Clarifier Cells, and

WHEREAS, The City of Ottumwa, Iowa Water Pollution Control Facility staff reviewed the quote and recommends the purchase from Brentwood Industries in the amount of \$43,351.00, and

WHEREAS, parts cost surpasses the purchasing criteria, and a resolution is necessary for purchase,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The parts necessary to repair a primary clarifier cell chain and flight be purchased in the amount of \$43,351.00 and authorizing the Mayor to sign for the purchase.

PASSED, ADOPTED and APPROVED this 20th day of January 2026.

CITY OF OTTUMWA, IOWA



Benjamin Foote, Mayor

ATTEST:



Christina Reinhard, CMC, City Clerk

Quotation Summary

PO TO BE ADDRESSED TO: BRENTWOOD INDUSTRIES, INC. - CORP500 SPRING RIDGE DRIVE
READING PA 19610 USA

SCOPE OF SUPPLY: Only the material detailed in this quotation is being offered. No assumption should be made that anything not specifically defined is included.

VALIDITY: This quotation is valid for 30 days.

PRICE: The price quoted is for all items purchased at one time. Partial orders may be subject to a price adjustment.

PAYMENT TERMS: Net 30 days.

SHIPMENT: Approximately TBD weeks after our acceptance of your written purchase order.

WARRANTY: 12 months from shipment.

TERMS AND CONDITIONS: Our standard terms and conditions apply. A copy is available upon request.

Quotation Summary

The following is a price summary for this quotation. Please see item specific pages for more details.

Item Number	Part Number	Part Description	Qty	Lead Time	Unit Sell Price	Unit Purchase Price	Unit Packaging Price	Unit Freight Price	Extended Sell Price
001	10001032-001	NCS-720S, CHAIN LINK, HALF PITCH, PBT	4	2	\$ 16.65	\$ 16.65	\$ 0.25	\$ 0.00	\$ 67.60
002	10000275-058	NCS-720S CHAIN STRAND, 9.5 FEET	80	1	\$ 194.65	\$ 194.65	\$ 2.92	\$ 0.00	\$ 15,805.60
003	10000150-010	10 HOLE C-CHANNEL FLIGHT HARDWARE KIT, ENG, 316 SS	36	1	\$ 25.51	\$ 25.51	\$ 0.38	\$ 0.00	\$ 932.04
004	10000274-001	NCS-720S CHAIN ATTACHMENT KIT, F22-8, NM	80	2	\$ 31.78	\$ 31.78	\$ 0.48	\$ 0.00	\$ 2,580.80
005	10001039-001	FILLER BLOCK, 3X8 C-CHANNEL FLIGHT, PP-BLACK	80	1	\$ 17.01	\$ 17.01	\$ 0.26	\$ 0.00	\$ 1,381.60
006	10000711-007	CARRYING WEAR SHOE, 4 HOLES, 5.50", LUBRICATED PA6/6-BLACK	80	1	\$ 11.69	\$ 11.69	\$ 0.18	\$ 0.00	\$ 949.60
007	10000595-006	RETURN WEAR SHOE, LUGGED, 6 HOLES, 4.50", LUBRICATED PA6/6-BLACK	80	1	\$ 17.19	\$ 17.19	\$ 0.26	\$ 0.00	\$ 1,396.00
008	10001060-001	3X8 C-CHANNEL FLIGHT, 240.00", BLANK, FRP	36	1	\$ 385.83	\$ 385.83	\$ 5.28	\$ 0.00	\$ 14,079.96
009	10000066-005	RETURN RAIL WEAR STRIP HARDWARE KIT, ENG, 316 SS (KIT=4SCR-4CFW-4FW-4LN)	36	1	\$ 12.71	\$ 12.71	\$ 0.19	\$ 0.00	\$ 464.40

Brentwood Industries

010	10000286-002	WEAR STRIP, 0.50" X 2.63" X 120.00", 1 HOLE & 3 SLOTS, UHMW- PE	72	2	\$ 73.17	\$ 73.17	\$ 1.11	\$ 0.00	\$ 5,348.16
011	10001040-001	CONCRETE FLOOR WEAR STRIP HARDWARE KIT (KIT=4SCR-4CFW-#FCANC)	36	1	\$ 9.45	\$ 9.45	\$ 0.14	\$ 0.00	\$ 345.24
Grand Total									\$ 43,351.00





received
1-14-26 230

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jan 20, 2026

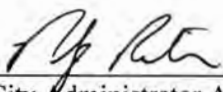
Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head



City Administrator Approval

AGENDA TITLE: Resolution #19-2026, Approving the Lease Agreement between the City of Ottumwa and the Ottumwa Saddle Club

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution No. 19-2026

DISCUSSION: The City of Ottumwa has been leasing approximately 11 acres on Emma Street next to WPCF to the Ottumwa Saddle Club for their equine events for many years. This lease agreement is similar to the leases the City has with baseball, softball, and soccer groups. The Ottumwa Saddle Club will continue to pay the City a sum of \$10 per year, pay to maintain all of the structures it has constructed, and pay for all utility costs for the usage of the 11 acre property. This lease will begin on February 1, 2026, and last until January 31, 2028. This lease was approved by the Ottumwa Parks Advisory Board at their meeting on January 13, 2026. A copy of the lease agreement is attached.

Source of Funds:

Budgeted Item:

☐

Budget Amendment Needed:

RESOLUTION #19 -2026

A RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF OTTUMWA AND
THE OTTUMWA SADDLE CLUB

WHEREAS, The Ottumwa City Council proposes to continue to lease an 11 acre parcel to the Ottumwa Saddle Club located on Emma Street in Ottumwa; and

WHEREAS, This Lease Agreement is for a period of 2 years; and

WHEREAS, The Saddle Club will pay to the City annual rent and will maintain the grounds and buildings located thereon.

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

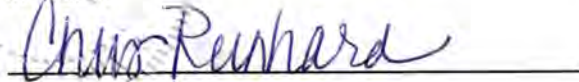
That the 2 year Lease Agreement between the Ottumwa Saddle Club and the City of Ottumwa for the lease of approximately 11 acres of ground on Emma Street is hereby approved and the Mayor is authorized to sign the Lease Agreement on behalf of the City of Ottumwa.

APPROVED, PASSED, AND ADOPTED, this 20th day of January, 2026.



Mayor Benjamin Foote

ATTEST:



Chris Reinhard, City Clerk

**LEASE BETWEEN
THE CITY OF OTTUMWA, IOWA
AND
OTTUMWA SADDLE CLUB**

This Lease made and entered into this 1st day of February 2026, by and between the City of Ottumwa, Iowa, a Municipal Corporation, hereinafter referred to as Lessor, and the Ottumwa Saddle Club, an Iowa Corporation, hereinafter called Lessee,

WITNESSETH:

ONE. Leased Premises. Subject to the terms and conditions herein, the Lessor hereby leases to the Lessee, the real estate described in Exhibit "A" attached hereto and made a part hereof by this reference.

TWO. Lease Period. This lease shall be effective as of the 1st day of February 2026, and shall continue for a period of two (2) years thereafter, ending January 31, 2028, subject to all the terms and conditions hereof including paragraph Four.

THREE. Rent. Lessee shall pay as rent for use of the above described real estate, the sum of \$10.00 per year, payable the 1st day of January of each year of the term of this lease until the expiration of this lease or any renewal or extension thereof with the first payment being due on the date of the execution of this lease.

FOUR. Termination of Lease. This lease may be terminated at any time during the original term of said lease as set out in Paragraph Two above or any renewal periods as set out in Paragraph Four by Lessor should Lessee, its members, agents, employees or assigns (including any persons or organizations who rent the said facilities from lessees on a day by day or week by week basis for shows, rodeos, etc) violate the term of this Lease or any laws of the State of Iowa or resolutions, rules or ordinances of the City of Ottumwa, Iowa. Furthermore, this Lease may be terminated at any time by Lessors should Lessors deem that said premises are needed and required for municipal purposes including the sale of said premises by the Lessor.

FIVE. Use of Lease Premises. The Lessee shall have the right to use the leased premises for the purpose of operating and maintaining an arena and grounds for horse shows and associated activities. Said premises shall not be used for any unlawful purposes nor in any manner in violation of any Municipal, State and/or Federal law or regulation applicable thereto.

SIX. Rights of Lessee. The Lessee may erect upon said leased premises, such buildings, structures, machinery, equipment and facilities as may be expedient, necessary or appropriate for

the conduct of its business. The Lessee shall have the right, subject to the provisions of this lease to remove from the leased premises, all of such building, fixtures and equipment of whatever nature, brought on said premises by the Lessee provided that the same shall be removed at the date of the expiration of this lease or any renewal thereof, or any termination thereof, and the leased premises shall be restored to its original condition, or in condition satisfactory to Lessor.

All such property shall remain the property of the Lessees subject to the terms and provisions hereof during the term of this lease or any extension thereof, and the Lessee agrees that it will not permit any liens of any nature to attach to said described real estate for any materials furnished or labor performed in connection with the erection of any buildings, structures, machinery, equipment or facilities or in connection with any maintenance or subsequent improvements which may be placed upon said described real estate.

Any buildings or facilities erected on said premises by Lessees shall conform with all rules, regulations, ordinances and laws of the State of Iowa and the City of Ottumwa applicable thereto.

SEVEN. Right of Entry for Inspection. The lessor herein or its duly authorized representatives, shall have the right and privilege to enter upon said described leased premises at all reasonable times for the purpose of inspecting the same or for any proper purpose.

EIGHT. City Liability. The Lessee agrees to make no claim against the Lessor for any damages, loss or injury to its property resulting from high waters of the Des Moines River or the flooding of the area covered by this lease. It is understood and agreed that Lessor shall not be responsible for any damage or loss of business which may be caused by the said high waters.

NINE. Maintenance of Leased Premises. Lessee shall at all times maintain said premises so that the appearance and condition of said premises are kept up in a reasonable state of good repair and appearance.

TEN. Insurance. The Lessee agrees, at its expense, to maintain insurance for liability, bodily injury and property damage satisfactory to the city in the amount of \$300,000.00 for each person bodily injury and \$1,000,000.00 per occurrence of or aggregate limit, or \$1,000,000.00 combined single limit. The City must be included as an additional insured on the certificate of insurance, and said certificate is to be placed on file with the City Clerk of the City of Ottumwa, Iowa. Said policy or certificate shall provide that said policy shall not be cancelled without thirty (30) days prior written notice to the City. Ottumwa Saddle Club agrees to indemnify and hold harmless the City of Ottumwa, its agents, employees, or any other person against loss or expense, including attorney fees, by reason of the liability imposed by law upon the City of Ottumwa for damage because of bodily injury, including death at any time resulting there from,

sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any negligence of the City, its employees or agents or any other person. It is further understood and agreed that Ottumwa Saddle Club shall, at the option of the City defend the City of Ottumwa with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suite arising hereunder. In witness whereof, the parties hereto have hereunto subscribed their names on this ____ day of ____, 20__.

CITY OF OTTUMWA, IOWA

B-F-T

Benjamin Foote, Mayor

ATTEST:

Chris Reinhard

Chris Reinhard, City Clerk

OTTUMWA SADDLE CLUB - Lessee

By

President



City Council Update January 2026



The Main Street Ottumwa program fosters a vibrant, dynamic, and healthy downtown through community engagement and collaborative partnerships.

President



AJ Gevock

Vice-President



Kolby Mercer

Treasurer



James Maize

Secretary



Shiloh Seim

Immediate
Past-President



Holly Berg

BOARD OF DIRECTORS

GOPIP Representative



Cyan Bossou

City Council
Representative



Cara Galloway

General Member



Maggie Horan

General Member



Lori Palmer

General Member



Austin Garmon

Staff



Zach Simonson

Marketing Specialist and
Volunteer Coordinator



Kris Patrick

Executive Director



Amanda Bennett

Green & Clean Specialist

2025-2026 Strategic Plan

Strategy 1: Create a culture of living in Downtown Ottumwa

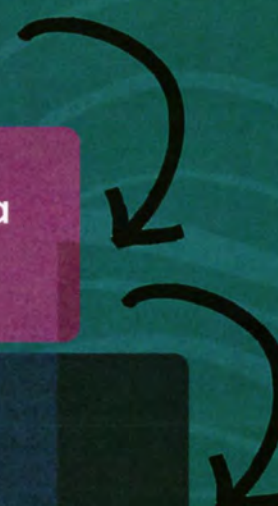
Develop exciting places to live downtown. Support a vibrant, diverse, and active neighborhood.

Measures of Success

- 15 New apartments
- 25 new residents
- Property value increase by:
- 15% in district
- 40% improved properties
- Launch new neighborhood association
- One-on-One Conversations with residents

Actual Success

4 new apartments
19 new residents
13.4% in SSMID District;
36.74% improved properties



2025-2026 Strategic Plan

Strategy 2: Support business by fostering development, growth, and success in Downtown Ottumwa

Building, growing and maintaining a network of likeminded community members. Provide educational workshops/business seminars to help both new and existing businesses by eliminating obstacles.

Measures of Success

- | | |
|---|-----------------|
| • Reduce 1st floor vacancies to 10% | Actual
15.7% |
| • Net gain of 5 new businesses per year | 10 |
| • Have 10 businesses go through BBA each year | 12 |
| • Increase tax sales numbers in downtown | |

2025-2026 Strategic Plan

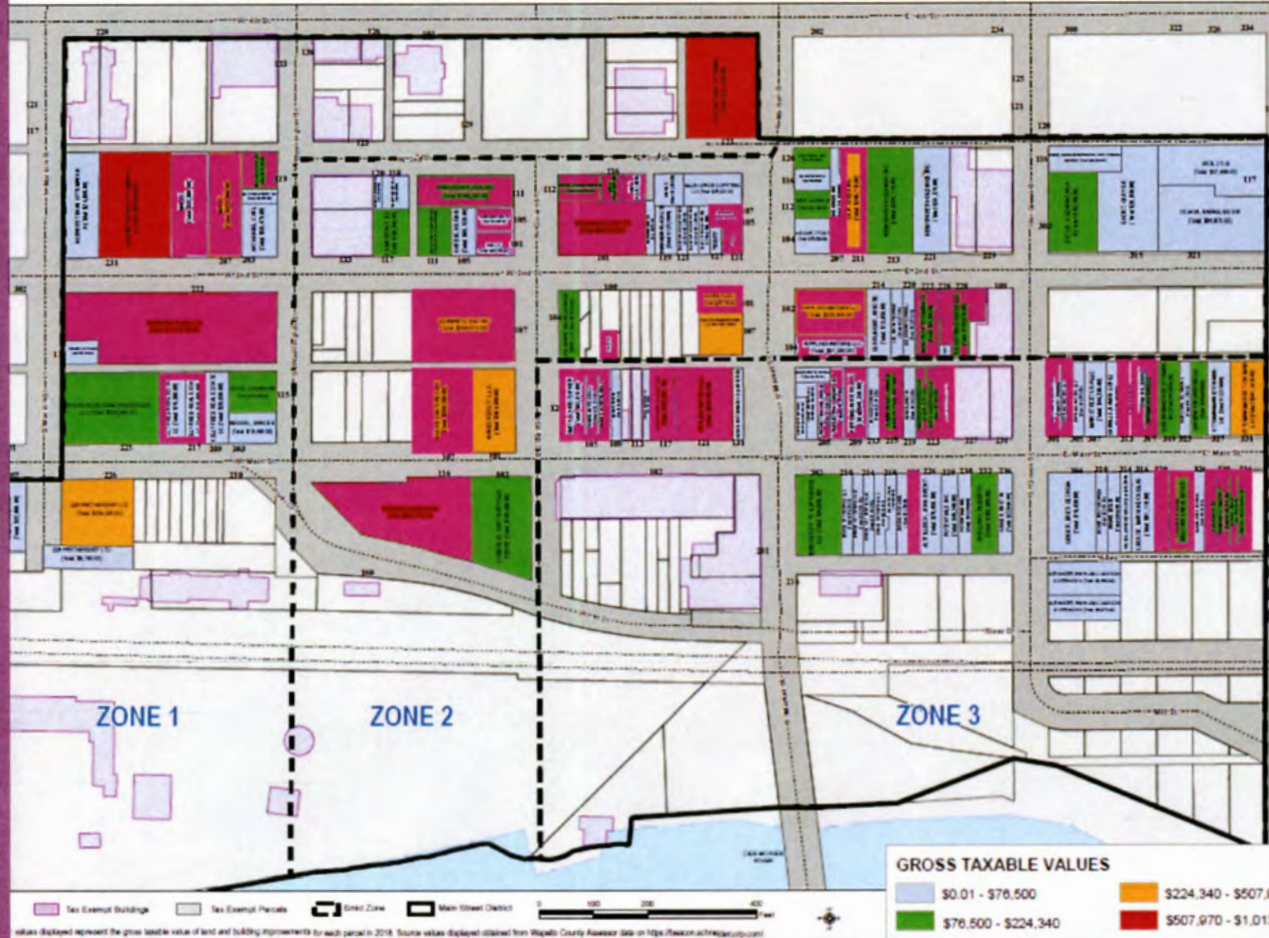
Strategy 3: Build trust and awareness of Main Street Ottumwa through enhanced marketing efforts and storytelling

Improve community awareness of the services and progress within with the Main Street Ottumwa district to strengthen our community and build strong partnerships.

Measures of Success:

- Increase in organizational sustainability 18.7%
- Net assets increased 33.8 % from endowment giving
- Increase in marketing reach added regular radio ads
- Increased number of investors
- Achieve program recognition at the national level through the Business Builder Academy and Booms Tracker

Ottumwa Main Street District-SSMID



Self-Supporting Improvement District

ZONES

- 1 Pays \$1 per \$1,000 assessed
- 2 Pays \$2 per \$1,000 assessed
- 3 Pays \$3 per \$1,000 assessed

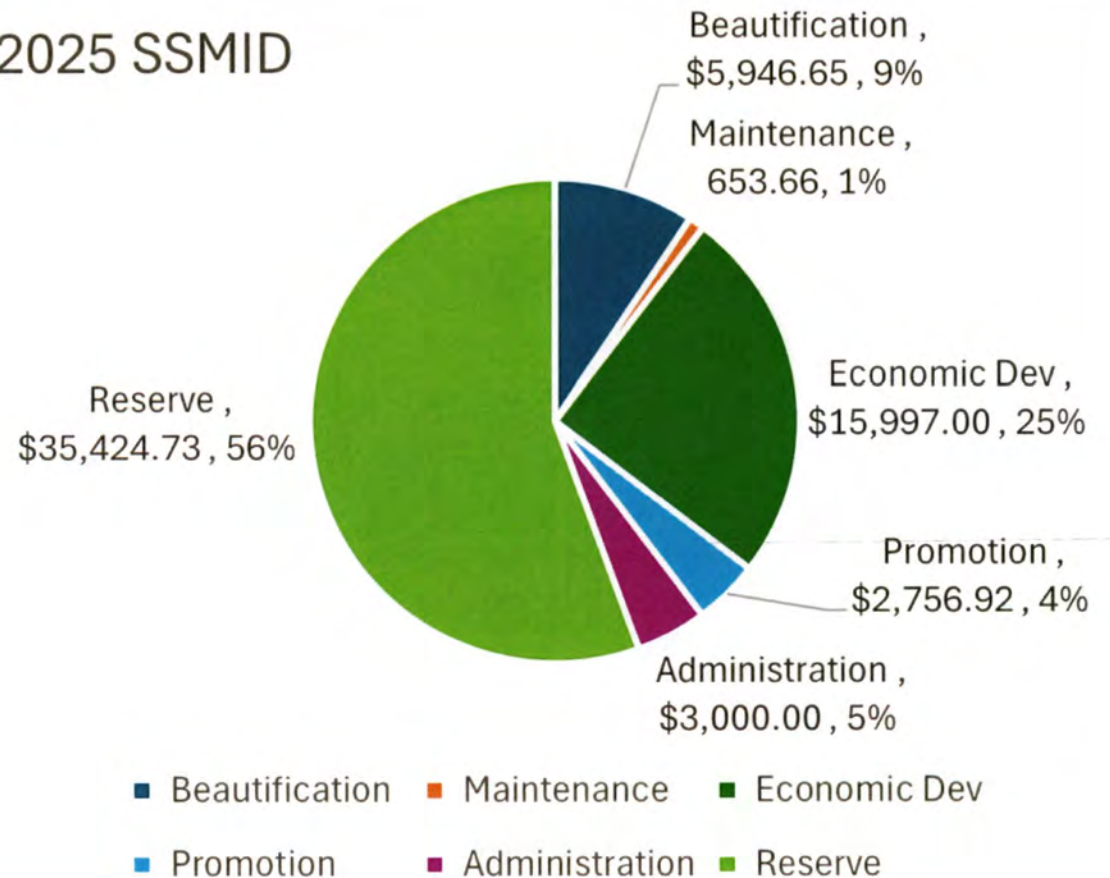
Was voted on & approved in 2024

- 25% of property owners
- 25% of assessed value

SSMID: Self-Supported Municipal Improvement District



FY 2025 SSMID

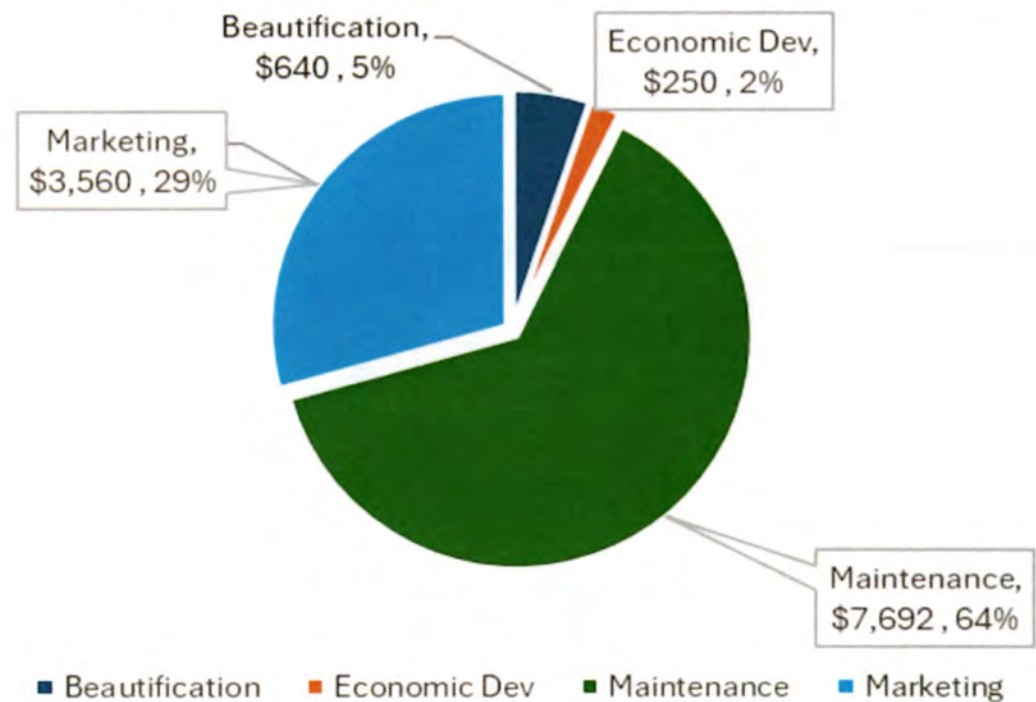


SSMID: Self-Supported Municipal Improvement District



FY 2026 SSMID Expenses

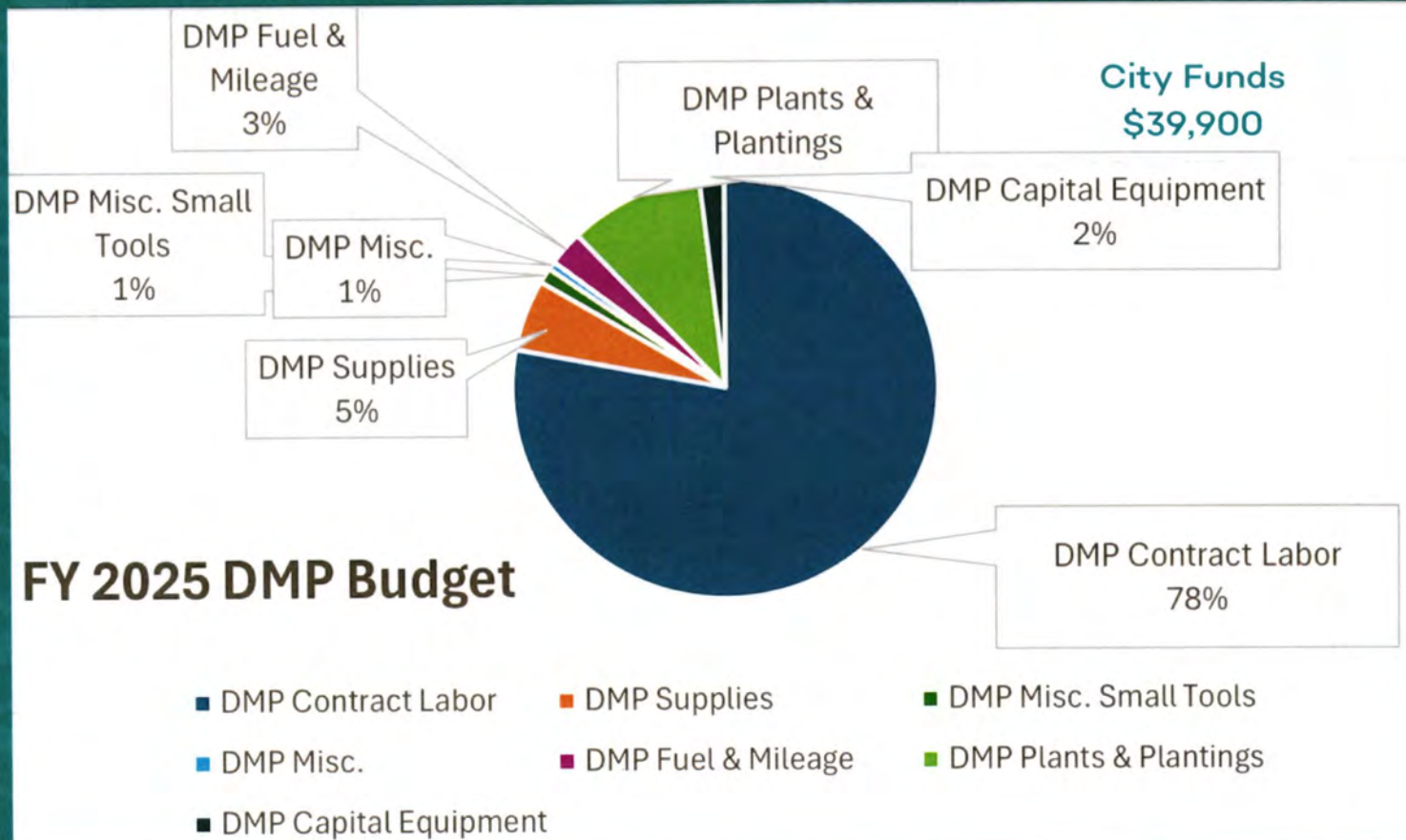
\$12,142



Downtown Green and Clean



FY 2025 DMP Budget

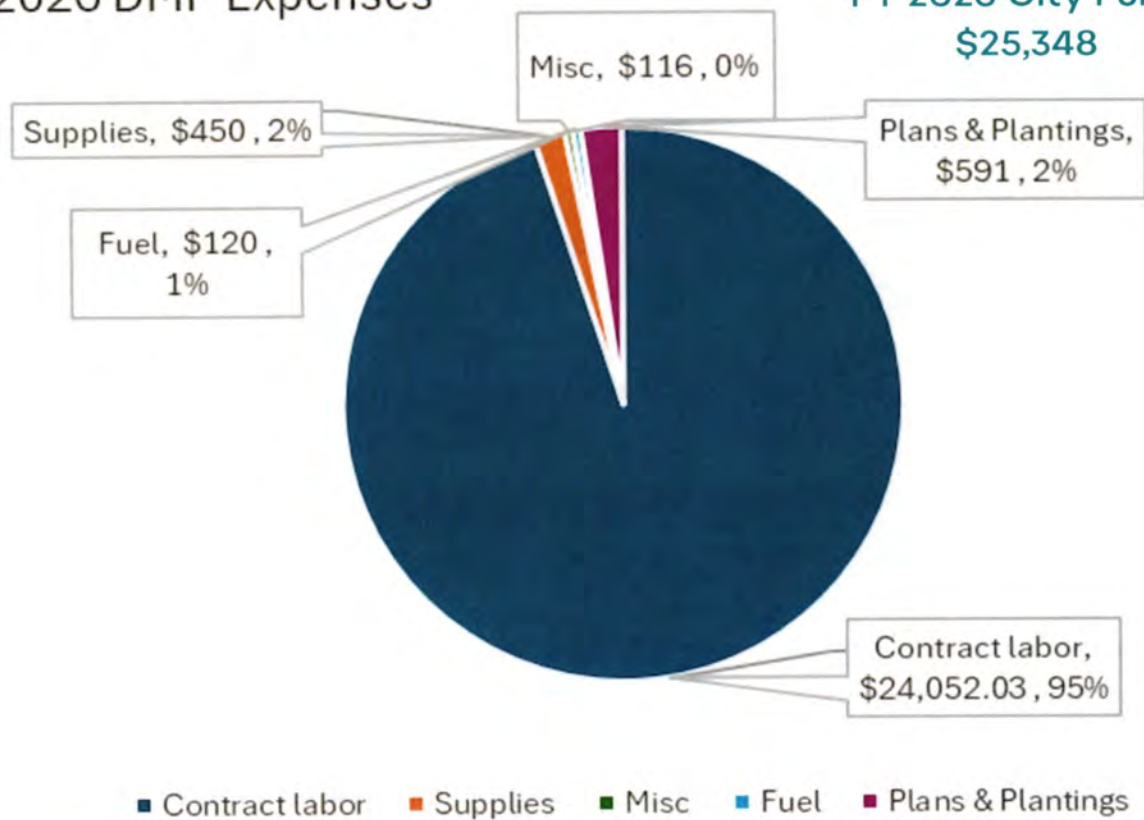


Downtown Green and Clean



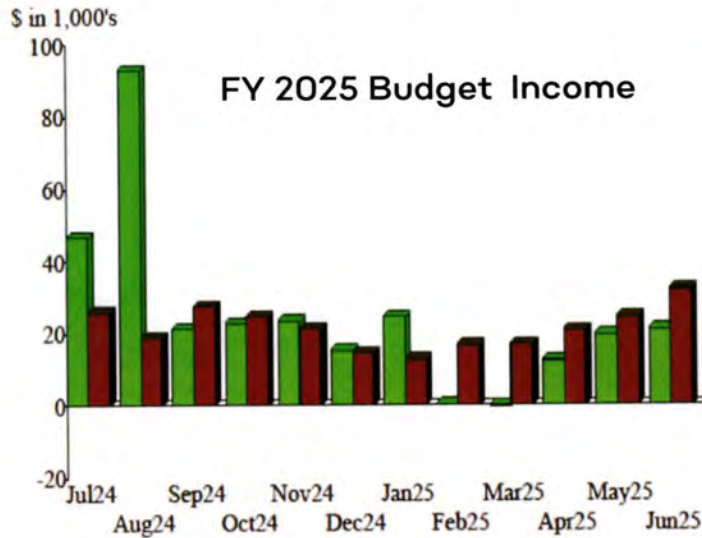
FY2026 DMP Expenses

FY 2026 City Funds
\$25,348



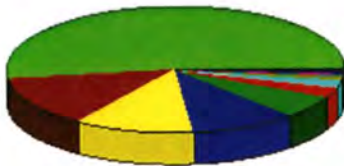
Income and Expense by Month
July 2024 through June 2025

Income
Expense



Income Summary
July 2024 through June 2025

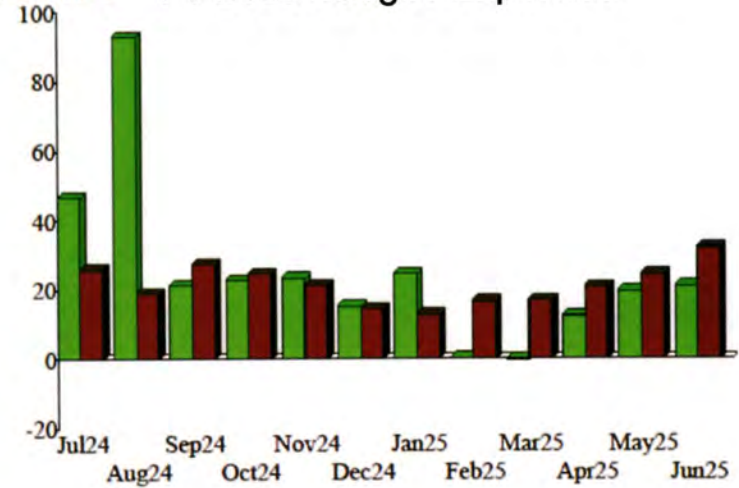
53300M · Government Support	52.19%
55000M · Grant Income	13.23
56020M · Organization Committ	11.51
51100M · Donations Income	10.31
56800M · Unrealized Gain (Loss)	5.99
56040M · Business Promotions In	2.66
56030M · Design Committee Inco	1.92
56010M · Promotions Committee	1.02
52000M · Other Income	0.33
56080M · Economic Vitality	0.33
Other	0.51
Total	\$299,502.67



Income and Expense by Month
July 2024 through June 2025

Income
Expense

\$ in 1,000's **FY 2025 Budget Expenses**



Expense Summary
July 2024 through June 2025

72900M · Director Wages	22.69%
75100M · Restricted Grant Expe	16.71
74100M · DMP Expenses	15.59
72901M · Other Wages	11.90
76020M · Organization Committee	6.24
73310M · SSMID Expenses	4.30
72100M · Professional Fees	4.19
72270M · Health Insurance	2.92
72905M · Payroll Taxes	2.55
76040M · Business Promotions C	2.17
Other	10.75
Total	\$256,137.62



Downtown Earth Day Clean up

Putting Around Downtown

Hometown Hero Banners

Business Brew

Upstairs Downtown Tour

Ntl Day of Service

Endowment Dinner

Lunch Club

Events

Queen of the Green

Back to School Event

Downtown Baskets & Planters

Witch way to Main

A Very Merry Main Street Stroll

Lights of Love

Bizarre Bazaar

Ladies Night Out

Central Park Cinema

Small Business Saturday



2025 Volunteer Hours
3,367
valued at \$115,454

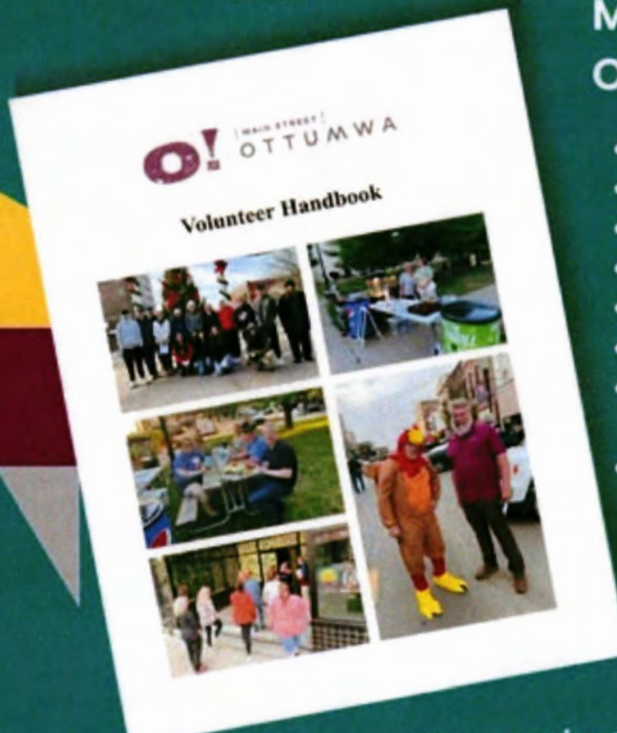


Committees

- Communication Team –
- Design
- Economic Vitality
- Organization
- Promotions
 - NEW Holiday Festival of Light Task Force

Volunteers

Event and project-based.
Efforts to make it easier to sign up and schedule.



The image shows the cover of a 'Volunteer Handbook' for Main Street Ottumwa. The cover is white with a green header containing the 'Main Street Ottumwa' logo. Below the logo, the title 'Volunteer Handbook' is printed. The cover features a collage of six photographs showing various community events and volunteers. The background of the slide is a dark green rectangle with a geometric pattern of yellow and white triangles. To the right of the handbook image, the text 'Volunteer with Main Street Ottumwa!' is displayed in white. Below this text is a list of volunteer activities. At the bottom right of the green rectangle, the website address 'www.mainstreetottumwa.com' is printed in white.

Volunteer with Main Street Ottumwa!

- Design
- Promotions
- Economic Vitality
- Fundraising
- Events
- Business Building
- Historical Preservation
- So much more!

www.mainstreetottumwa.com



2025 Main Street **IMPACT**

Est.
2006



145

Downtown
Businesses



13

New
Start-ups



14

District
Eateries



1,184

Downtown
Employees



122

Downtown
Apartments



180

Downtown
Residents



83%

1st Floor
Occupancy

Since 2006:



\$38,282,187 Private Investment



93

New
Businesses



316

New
Jobs



122+

New Housing
Units



284

Buildings
Rehabbed



52,117

Volunteer
Hours



\$1,813,150

Volunteer
IMPACT

Upper Floor Housing

Benefit to an Iowa downtown economy from an upper floor housing unit rented to a couple for between \$800 and \$1,300/month

Food at home	\$2,553--\$5,104
Food & drink out	\$1,085--\$2,169
Rent	\$7,200--\$15,600
Other Housing costs including utilities, maintenance, insurance and upkeep	\$6,195--\$12,391
Furniture, equipment & electronics	\$753--\$1,160
Apparel & apparel services	\$914--1,827
Vehicular and transportation related	\$2,663--\$5,327
Health related	\$1,101--2,200
Entertainment	\$1,303--\$2,606
Personal Services	\$438--\$877
All others	\$1,391--\$2,781
Total Annual Economic Impact of an Upper Floor Apartment in an Iowa downtown	\$24,205--\$52,042

Cost of an Empty Building

Building Owner	\$11,716 in rent
	\$7,030 in property value
Local Government	\$140 in property tax
	\$6,975 in sales tax
State Government	\$20,924 in sales tax
Utility Companies	\$6,556 for utilities, telephone and internet
Banks	\$55,099 in loan demand
	\$3,069 in bank fees and interest
	\$23,713 in deposits
Suppliers	\$1,813 in maintenance and repairs
	\$ 697 in printing and copying
	\$1,255 in supplies
Professional Services	\$3,766 in insurance premiums
	\$1,255 in legal and accounting fees
	\$697 in property management fees
Media	\$8,648 in advertising, marketing and PR expenditures
Workers	\$79,230 as employees of that business
	\$43,939 in business owner's compensation and profit
	\$33,617 workers elsewhere in the community



Tools Other Communities Use



Vacant & Abandoned Building Registry

Definitions and Scope: An "abandoned building" is defined as a structure that has been vacant for an extended period (typically more than six months) and shows signs of neglect, such as unsecured entry points or code violations. The registry applies to all such properties within city limits.

Registration Requirements: Owners must register within 30 days of a property becoming vacant or abandoned. Registration includes providing owner contact information, property details, and a maintenance plan. Citizens are encouraged to report potential vacant structures via an online form, aiding proactive identification.

**Main Street Iowa
Proposed Facade Renovation
Former Plum Crazy Building
Ottumwa, Iowa**



IOWA
life | changing



existing
proposed



PROJECT #19709
DRAWN BY: T. Reinders, M. Wagler

CONCEPTUAL DRAWING ONLY



Technical Services

Design

- Renderings
- Facade Improvements
- Signage
- Upper story Housing
- Commercial Spaces
- Public & Outdoor uses
- Preservation Consultation
- Property Study
- Accessibility Assessment
- Design Document Review
- Downtown Design Guidelines

MAIN STREET OTTUMWA

OTTUMWA, IOWA



MARKET SNAPSHOT

Main Street Ottumwa is taking a pro-active approach to planning for the future prosperity of Ottumwa's historic downtown district.

The efforts of the Main Street Ottumwa organization and its partners, along with investments made by the public and private sectors, are working to heighten the appeal of the downtown district among consumers, investors and entrepreneurs. Moving forward, it will be critical for the community to capitalize upon and leverage these investments and ongoing Ottumwa marketing efforts to position the district as a local economic engine and center for commerce.

This Market Snapshot, prepared by Main Street Iowa, offers a comprehensive overview of demographic, lifestyle, and retail data, as well as market characteristics and trends. The insights, combined with data from local surveys and community input, establish a foundation, benchmarks, and a basis for critical decision-making processes that will guide future business development strategies for the Ottumwa downtown district.

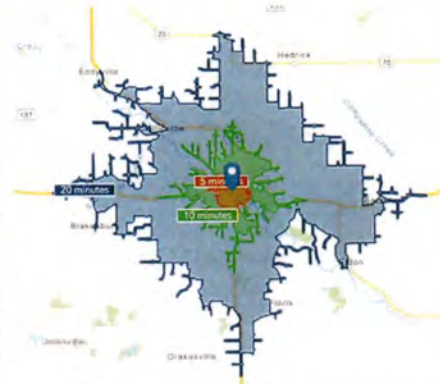
Main Street Iowa is a downtown revitalization program through the Iowa Downtown Resource Center at the Iowa Economic Development Authority. Ottumwa has participated in this program since 2006.



Ottumwa is a Main Street Iowa community.

The mission of the Main Street Iowa Program is to improve the social and economic well-being of Iowa's communities by assisting selected communities to capitalize on their unique identity, assets and character of their historic commercial district.

OTTUMWA DRIVE TIME MARKET DEMOGRAPHIC FAST FACTS



POPULATION	26,010	10 Minute Drive Time 2024 2024-29 Growth: -0.12%
Population	5 Min. 10 Min. 20 Min.	
2024 Estimate	13,507 26,010 32,871	
Growth (2024-29)	-0.19% -0.12% -0.13%	
	Est. State Pop Growth (2024-29)	0.24%

DAYTIME POP	29,114	10 Minute Drive Time 2024
Daytime Population	5 Min. 10 Min. 20 Min.	
Total Daytime Pop	17,823 29,114 34,429	
Workers	10,538 14,619 16,235	

HOUSEHOLDS	10,293	10 Minute Drive Time 2024 2024-29 Growth: -0.20%
Households	5 Min. 10 Min. 20 Min.	
2024 Estimate	5,210 10,293 13,091	
HH Growth (2024-29)	-0.25% -0.20% -0.19%	
	Est. State HH Growth (2024-29)	0.40%

MEDIAN HH INCOME	\$57,105	10 Minute Drive Time 2024 2024-29 Growth: 2.97%
Median HH Income	5 Min. 10 Min. 20 Min.	
2024 Estimate	\$52,476 \$57,105 \$60,249	
Growth (2024-29)	3.01% 2.97% 3.22%	
	2024 State: \$74,738 2024-29 Growth: 2.3%	

Source: Est. Market Profile | 1,25



Technical Services

Economic Vitality Services

- Business & Building Inventories
- Economic Vitality & Taskforce training
- Business Transition planning
- Data-based marketing for small business
- Economic Development Incentives
- Entrepreneur Ecosystem Assessment
- Real Estate Development
- Community Snapshot
- Visual Merchandising
- Challenge Grant
- Open 4 Business Contest



BUSINESS
BUILDER
Academy

- Eight-class program
- Teach business fundamentals to new businesses to get them started and growing
- Utilized local business owners and specialists to help entrepreneurs gain skills and increase their networks
- Thirty-two entrepreneurs have completed the course
- Majority planning to open brick & mortar locations



Business Updates

Welcome to the District:

- 23:20 Fitness
- Amore Restaurant
- Balba's NutriCreations
- Bombshell Studio
- Boondocks Bathing Company
- Empire Cards
- Habana Bella
- Haus of Beauty
- Haven on Mane
- M-P Oriental Market
- Old School Pizza & Pub
- Ottumwa express Clinic
- Rose's Nail Salon & Spa
- Therapy Group Inc.



New in January 2026:

- NuCara returns to 109 W Main
- Ohana Grill 207 E Second St

Major Stakeholders and Partners

- City of Ottumwa
 - Parks Department
 - Planning and Zoning
 - Public Works
- Ottumwa Legacy Foundation
- Greater Ottumwa Partners in Progress
- Ottumwa School District
- Meet Ottumwa (convention and visitors bureau)
- Area 15 Regional Planning Commission
- South Ottumwa Savings Bank
- Community First Credit Union
- Wapello County Veteran's Administration
- Indian Hills Community College
- United Way and the RSVP Volunteer Program
- Local businesses

Questions



"Coming together is a beginning.
Keeping together is progress.
Working together is success."
— Henry Ford



— Kris Patrick
Executive Director

"Creating a sustainable vibrant culture
requires collaboration, creativity and
understanding we are more powerful
together"

www.mainstreetottumwa.com

Contact

director@mainstreetottumwa.com

334 East Main Street
Ottumwa, IA 52501

(641) 814-5225





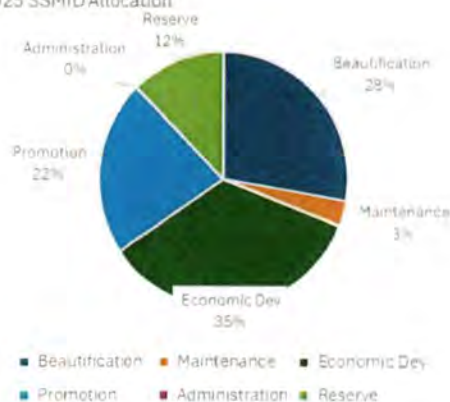
MSO Quarterly Report to Ottumwa City Council
January 15, 2026

Thank you for this opportunity to share the impact our partnership has on downtown Ottumwa over the last year. Included is a brief recap of Main Street Ottumwa for new council members. We appreciate the city staff, city council and Mayor Johnson participating in our national accreditation on September 9. Main Street America staff evaluated Ottumwa and the downtown based on our transformational strategies Main Street Iowa assisted our board drafting last May. A summary of our three strategies is attached and the full document is available on request. We were accredited by Main Street America for another two years.

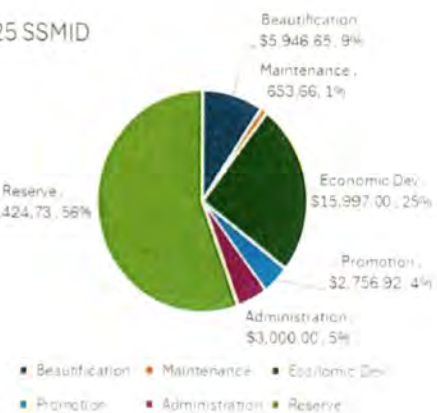
Main Street Ottumwa was accepted into the Main Street Iowa in May 2006. We are celebrating our 20th Anniversary this year. Our district includes 16 square blocks from Marion Street to Jefferson Street and 4th street south to the river's edge. This overlays with more than one historic district and the Self-Supporting Municipal Improvement District. The health of a downtown is a heartbeat of a community and is indicative of the health of a community as a whole.

- SSMID:** Main Street Ottumwa (MSO) administers the Self-Supporting Municipal Improvement Funds from the Downtown (SSMID). District property owners pay an extra \$1, \$2, or \$3 per thousand for improvements to the business district for beautification, maintenance, Economic development, and promotion of the district. Our committee of nine property owners have created a metric for use of the funds to best serve and promote the district, reserve funds for the future, and Main Street receives a 5% administration fee.. Below is our FY 2025 expenses and reserve allocation. SSMID purchased a sidewalk sweeper to keep debris off pedestrian walkways, plants and bushes to replace materials that died, speaker stands to replace the worn stands that were unsafe, and sponsorship of the Business Builder Academy pitch contest prizes totaling \$5,000 and Store Front grant restriction of \$10,000.

FY 2025 SSMID Allocation

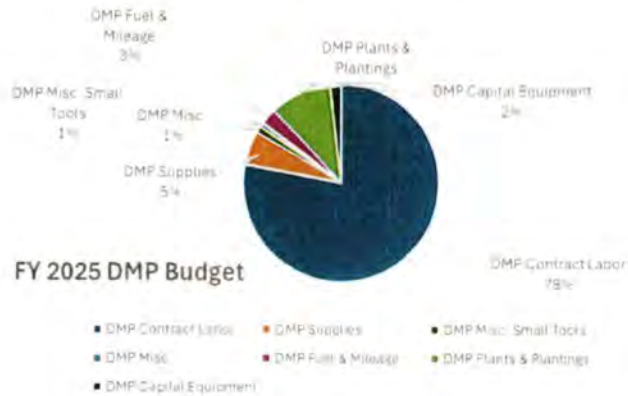


FY 2025 SSMID



- SSMID Priorities:**
 - Alley lights on third street by the city parking lot
 - Researching district wide sidewalk snow removal plan
 - Signage Grant
 - Tree trimming
- Downtown Maintenance Plan:** MSO and the City have a contract agreement to improve and maintain the downtown aesthetic including planting all in ground beds, street planters and hanging baskets, removing

debris, and reporting life safety concerns in the downtown area. We purchase equipment and hire two or three seasonal part-time employees through a staffing company. Employees work from April to November. Our coordinated efforts with City staff include working closely with Gene Rathje for green spaces and trees and Robin Fitzsimmons to coordinate cleaning efforts with the streetsweeper. We are able to complete this work annually with the assistance of volunteers for an amount less than a full time city employee receiving benefits.



Main Street work falls into four foundational categories: Design, Economic Development, Organization, and Promotion. Our Four Point Approach is attached.

- **Design Services:** Main Street Iowa provides free business support services and design services for accredited programs. During 2025 six properties received design renderings and four received consulting services. Main Street also offers technical assistance to our Promotion and Organization teams.
- **Design Committee Projects include:**
 - Downtown maintenance work and volunteer led district clean up days every month
 - Volunteer planted downtown hanging baskets
 - Hometown Veteran Banner Project-donates a percentage to the Veteran's Affairs Disabled Veterans' Program.
 - Hometown First responder and teacher Banners - NEW 2026 Will donate a percentage to Ottumwa Food Bank through the Food Bank of Iowa.
 - Historical Panels in Canteen Alley funded by a Fahrney Grant
 - Ballingall Park historical panels, depot uplighting, plants, and new banners funded in part by a Fahrney Grant and SSMID
 - Upstairs Downtown Tour
 - Promoting Incentives for property development
 - District building inventory including interior and exterior images
 - Image inventory of current conditions of back of buildings and alleys
- **Economic Vitality/ Development Services:** Main Street Iowa free business support services include current market analysis data, confidential business consulting services including start-up and succession planning. Our current Market Analysis was delivered to the Council in May. It is available on request. In March 2026 we will be using the Main Street Iowa survey platform to conduct community wide surveys to determine community needs best served in the downtown. Simultaneously we will conduct business survey of all existing downtown businesses to assess needs and their long range planning

- **Business Builder Academy:** Our Business Builder Academy impacts beginning entrepreneurs developing their skills to launch their businesses and grow into a brick and mortar space. Lindsey Newland directs this program and continues to coach these businesses after they graduate from the program. Thirty -three students have completed the course and nine have launched businesses in brick and mortar store fronts. Necessities Mercantile received the 2024 Store Front sponsored by the Legacy Foundation. The 2025 academy began September 2, 2025 with twelve participants. Alondra Lopez, owner of Haven on Mane, 210 E Main St. won first place and a \$3,000 reimbursable grant. Rachel Irwin from Batavia won \$1,500 for Bushels and Blooms and Leah Adam won \$500 for The Complexion Company also in Batavia.
- **Economic Vitality Committee** Projects include:
 - Business Builder Academy funded by SSMID and grant donations
 - Business Recruitment and retention
 - Business and Building Inventory
 - Available downtown Properties "Hotlist" found on MSO website
 - Business visits by staff and volunteers
 - Business Brew quarterly event
 - Neighborhood involvement and education in the district
 - NEW 2026 - Lunch Club
 - Community Wide survey in March/April 2026

Business Recruitment & Outreach

- 23:20 Fitness
- Amore Restaurant-assisting
- Balba's NutriCreations- continue to assist
- Bombshell Studio
- Boondocks Bathing Company
- Empire Cards
- Haus of Beauty
- Haven on Mane
- M-P Oriental Market
- Old School Pizza & Pub
- Ottumwa Express Clinic
- Rose's Nail Salon & Spa
- Therapy Group Inc.
- **Organization Committee:** Organization involves creating a strong foundation for a sustainable revitalization effort, including cultivating partnerships, community involvement, and resources for the district. This committee is our fundraising team which assists in sponsor recruitment for events, community presentations, employee policies, budget development, volunteer recruitment and support, and communication. Our new Communication team began in July of 2025. This year we will also celebrate our 20th Anniversary.
- **Organization Committee** Projects include:
 - Annual Endowment Dinner and endowment donations
 - Annual investment Campaign
 - Volunteer recruitment, support and recognition
 - Lights Of Love in Central Park
 - NEW 2026 Franks A Lot volunteer recognition
 - Queen of the Green
 - Community Outreach
 - Monthly Newsletter
 - Board Member Development
 - National Accreditation and Main Street Iowa Partnership visits (alternating years)



- **Promotion Committee:** Promotion positions the downtown or commercial district as the center of the community and hub of economic activity, while creating a positive image that showcases a community's unique characteristics. This team helps create a neighborhood feel in the downtown connecting business and residents through activities and events. MSO is working with Meet Ottumwa to encourage visitors to explore downtown and educate businesses on how to interact with events happening in the area. We are creating day trip itineraries for the downtown. The new Downtown Holiday Taskforce is planning our 2025 Holidays by the River events and have begun working on a Festival of Lights for 2026.
- **Promotion Committee Projects include:**
 - Bizarre Bazaar makers fair with over 500 attendees and 40+ vendors
 - Central Park Cinema average attendance 250
 - Collaborative advertising
 - Development of a neighborhood association
 - Back to School Day
 - Ladies Night Out in April
 - Puttin' Around Downtown
 - Witch Way to Main 2025 attendance was 2,000 people.
 - Very Merry Main Street Business Stroll
 - Small Business Saturday Snowball Drop November 28

All projects and new recommendations are evaluated by our board of directors. Each project must align with transformational strategies and reflect our values before approval into our scope of work. The board participates in Main Street Iowa trainings, partnerships visits, meets monthly, and annually reviews policies and bylaws. Main Street Ottumwa has a working board as required by Main Street America. The directors are active committee members, volunteers and attend events and guide our organization.

Outreach

In 2025 we participated in 14 outreach events plus our monthly radio spot with Ellis on the Morning Magazine and national and regional training. Kris Patrick and Cyan Bossou, our GOPIP representative, attended the MSI Fall Workshop (Sept 30–Oct 1, Waterloo): "Write the Book on Vacancy" workshop. We received templates for several different policies concerning vacancies. KrisPatrick is also attending the Main Street America Academy working to receive the Main Street America Revitalization Professional credential. Kris and Cyan have applied for scholarships to attend the Main Street Now conference this spring in Tulsa, Oklahoma.

Main Street's current key focus is

- Keep our commercial spaces intact
- Recruit business to the district and filling empty storefronts
- Encourage upper story apartment rehabilitation
- Encourage the City to adopt a Vacancy Registry with hours of public operation.
- Assist the City to apply for a Catalyst Grant and an Emergency Catalyst grant for
- Maintenance of buildings
- Create a downtown neighborhood gathering quarterly of residents, owners and businesses

According to national studies, vibrant downtowns serve as a direct reflection of a community's overall vitality, driving economic growth, social cohesion, and public health outcomes. For instance, research shows that U.S. downtowns, despite comprising just 2% of a city's land area on average, account for 24% of citywide jobs and 38% of accommodation business sales, while boasting a median assessed property value of \$3.2 billion per square mile—over 15 times higher than the citywide average of \$205 million. Increased downtown activity also



The Main Street Ottumwa program fosters a vibrant, dynamic, and healthy downtown through community engagement and collaborative partnerships.



boosts business revenue, property values, and local tax bases, creating a ripple effect that enhances community-wide economic stability and quality of life

The Main Street America program exemplifies this through its nationwide impact, reinforcing efforts like those of Main Street Ottumwa in revitalizing downtown areas. Since 1980, Main Street programs have generated over \$70 billion in local reinvestment and supported more than 132,000 net new businesses. In 2024 alone, the network produced \$7.65 billion in reinvestment, 6,324 net new businesses, 33,835 net new jobs, and the rehabilitation of 10,126 historic buildings, with an average return of \$21.73 in community investment for every dollar spent on program operations. These outcomes highlight how targeted downtown revitalization directly bolsters broader community health.

In Iowa specifically, where Main Street Ottumwa operates as one of 54 accredited programs, the initiative has shown measurable benefits. A study of the Main Street Program across rural states found that participation in Iowa generates about 20 new downtown retail jobs and 2 new retail establishments per 1,000 residents within five years of adoption—effects not consistently seen in neighboring states—demonstrating a clear link between downtown investment and community-wide economic uplift. Statewide, Iowa's Main Street districts have cumulatively created 14,529 business starts or expansions, 17,088 net new jobs, and over \$2.88 billion in private investment since 1986.



These figures not only revitalize downtown Ottumwa but also reflect the community's broader vibrancy, as seen in increased retail activity, entrepreneurship training programs like the Business Builder Academy, and ongoing streetscape improvements. By fostering a thriving downtown, initiatives like this create a virtuous cycle: more foot traffic leads to stronger businesses, higher property values, and a more engaged, healthy community overall.

We appreciate the City's financial and staff support in our efforts to proactively align the downtown for development, program the district as a destination, and work closely with business and property owners to expand products and services in the downtown district. Thank you for your commitment to downtown Ottumwa, keeping downtown in the scope of your priorities, and the Main Street Ottumwa program.

Respectfully submitted,

Kris Patrick, Executive Director
Main Street Ottumwa



The Main Street Ottumwa program fosters a vibrant, dynamic, and healthy downtown through community engagement and collaborative partnerships.



2026 TRANSFORMATION STRATEGY WORK PLAN

Organization Name: Main Street Ottumwa Town, State: Ottumwa, Iowa				Version Date: 01/15/2026 Completed by:MSO Board & Committees	
Vision: Ottumwa will be the Southeast Iowa hub for arts, entertainment, commerce, residential and employment opportunities. Community pride will be evident in the restored buildings filled with restaurants, retail, and specialty shops. Business and building owners will be involved in retaining and attracting new businesses and professionals to the city center. Downtown will welcome new and returning Iowans and be home to more people who choose to stay or return to the community. Downtown's connection to the riverfront and the Bridge View Center will make it an exciting destination for entertainment, dining, shopping, and meeting friends.					
Transformation Strategy #1: Create a culture of living in downtown Ottumwa		Transformation Strategy #2: Support business by fostering development, growth, and success in downtown Ottumwa		Transformation Strategy #3: Build trust and awareness of Main Street Ottumwa through enhanced marketing efforts and storytelling	
Goal 1	Goal 2	Goal 1	Goal 2	Goal 1	Goal 2
Develop exciting places to live downtown. Define Success: 15 new apartments. 25 new residents. District property value increases by 15% and improved properties increases by 40% over three years	Support a vibrant, diverse, and active neighborhood Define Success: Launch a new neighborhood association led by residents with 10 active members. MSO hosts quarterly events which appeal to downtown residents.Improve 2 public spaces to provide outdoor options for downtown residents to gather.	Building, growing, and maintaining a network of like minded community members to help both new and existing businesses. Define Success: Reduce 1 st floor vacancies to 10%. Net gain of 5 new businesses per year. Increase sales tax numbers in downtown. Have 10 businesses go through the BBA per year.	Help eliminate obstacles to help both new and existing businesses. Define Success: Create 2 opportunities per year for BBA graduates to open a physical location in downtown Ottumwa. Increase storefront grant funding 100% in three to five years. Engage with 4 small businesses through business support tools.	Improve awareness of the services and programs within the Main Street Ottumwa district. Define Success: Renew SSMID. Report quarterly to the City Council. Increase social media engagement by 5%. Increase the number of investors in MSO by 10%. Increase MSO budget by 5% annually. Host two fundraising events annually	Build strong community partnerships. Define Success: 3 new volunteers per year, private investment by 10% over 3-5 years
Lead: Economic Vitality AJ Gevock	Lead: Promotion/EV	Lead: Economic Vitality	Lead: Economic Vitality	Lead: Organization	Lead:
AnnualBoard Responsibilities SSMID Bi-annual meetings Budgeting - Organization Accreditation - all Quarterly Reporting - MSA Accreditation Visit or MSI Partnership Visit Required training and professional development					

2026

o! [MAIN STREET]
OTTUMWA

EVENTS



FEB 19	Business Brew	Small Business Networking
MAR 13	Puttin' Around Downtown	Mini Golf Business Crawl
APRIL	Franks A Lot	Volunteer Appreciation BBQ
APR 16	Business Brew	Small Business Networking
APR 22	Earth Day Clean-Up	Downtown Clean-Up Day
APR	Ladies Night Out	Business Stroll
APRIL	Endowment Dinner	Fundraising Gala
MAY 9	Upstairs Downtown	Upper Level Tours
JUN 13	Central Park Cinema	Free Family Movie Night
JUL 11	Bizarre Bazaar	Maker and Vendor Fair
JUL 11	Central Park Cinema	Free Family Movie Night
JUL 16	Business Brew	Small Business Networking
JULY 25	Queen of the Green	Women's Golf Tournament
OCT 16	Business Brew	Small Business Networking
OCT 29	Witch Way to Main?	Trunk-or-Treat
NOV 27	Lights of Love	Memorial Tree Lighting
NOV 28	Small Business Saturday	Holiday Shopping Event

www.mainstreetottumwa.com

2025 Cost of an Empty Building

In Main Street Communities of every size, an annual priority is to fill empty store fronts. This is not just doing the building owner a favor. A building sitting empty for one year has a significant negative impact on the local economy.

As an example, let's look at an empty building that could hold a midsize business. Let's say a potential business tenant sells \$250,000 in goods annually, pays typical rents in a Main Street Iowa community and has typical or a similar-sized enterprise, it costs the community \$310,143. Building that stand empty lose money—not just for the building owner but for local and state government, utility companies, banks, suppliers and services, media and workers

Costs to the Community

Building Owner	\$11,716 in rent
	\$7,030 in property value
Local Government	\$140 in property tax
	\$6,975 in sales tax
State Government	\$20,924 in sales tax
Utility Companies	\$6,556 for utilities, telephone and internet
Banks	\$55,099 in loan demand
	\$3,069 in bank fees and interest
	\$23,713 in deposits
Suppliers	\$1,813 in maintenance and repairs
	\$ 697 in printing and copying
	\$1,255 in supplies
Professional Services	\$3,766 in insurance premiums
	\$1,255 in legal and accounting fees
	\$697 in property management fees
Media	\$8,648 in advertising, marketing and PR expenditures
Workers	\$79,230 as employees of that business
	\$43,939 in business owner's compensation and profit
	\$33,617 workers elsewhere in the community

SOURCE: Estimates of the cost of an empty building were based in part on RMA® Annual Statement Studies





The chart below pertains to downtown Ottumwa using Main Street Iowa's metric scale

Benefit to an Iowa downtown economy from an upper floor housing unit rented to a couple for between \$800 and \$1,300/month

Food at home	\$2,553--\$5,104
Food & drink out	\$1,085--\$2,169
Rent	\$7,200--\$15,600
Other Housing costs including utilities, maintenance, insurance and upkeep	\$6,195--\$12,391
Furniture, equipment & electronics	\$753--\$1,160
Apparel & apparel services	\$914--1,827
Vehicular and transportation related	\$2,663--\$5,327
Health related	\$1,101--2,200
Entertainment	\$1,303--\$2,606
Personal Services	\$438--\$877
All others	\$1,391--\$2,781
Total Annual Economic Impact of an Upper Floor Apartment in an Iowa downtown	\$24,205--\$52,042



Vacant Property Registries in Comparable Iowa Communities

Prepared by: Main Street Ottumwa Date: January 16, 2026

To: Ottumwa City Council

Subject: Examples of Vacant Property Registries in Clinton and Mason City, Iowa, and Their Community Advantages

Introduction

In September of 2025 we introduced a Vacancy Registry Concept to the City Council during our quarterly presentation. As part of our ongoing efforts to address urban blight, promote property maintenance, and enhance public safety, we recommend the City Council consider implementing a vacant property registry ordinance. Such registries have been successfully adopted in other Iowa communities to track and manage vacant buildings, reducing associated risks and encouraging redevelopment. This brief cites examples from Clinton and Mason City, Iowa, highlighting the structure of their registries and the advantages they provide. Mason City is a Main Street Community, Clinton is not. **Main Street Ottumwa suggests a registration fee no higher than \$250.** Examples below have a larger range of costs.

Clinton, Iowa: Vacant and Abandoned Building Registry

Clinton, a riverfront community in eastern Iowa with a population similar to Ottumwa's (approximately 25,000 residents), implemented its Vacant and Abandoned Building Registry under Chapter 104 of the City Code. The ordinance, updated as recently as 2025 (Ordinance Number 2025-02), requires owners of vacant residential, commercial, and industrial properties to register with the City. Key details include:

- **Definitions and Scope:** An "abandoned building" is defined as a structure that has been vacant for an extended period (typically more than six months) and shows signs of neglect, such as unsecured entry points or code violations. The registry applies to all such properties within city limits.
- **Registration Requirements:** Owners must register within 30 days of a property becoming vacant or abandoned. Registration includes providing owner contact information, property details, and a maintenance plan. Citizens are encouraged to report potential vacant structures via an online form, aiding proactive identification.
- **Fees and Inspections:** An initial registration fee applies, with potential annual renewals and administrative fees to cover city costs. The City conducts inspections to ensure compliance with maintenance standards, including securing buildings and addressing nuisances. Failure to register or maintain can result in penalties, including fines or revocation of registration.
- **Enforcement and Appeals:** The ordinance outlines penalties for non-compliance and an appeal process through the Building and Neighborhood Services Department.

Advantages for the Clinton Community:

- **Blight Reduction and Public Safety:** By tracking vacant properties early, the registry prevents structures from becoming habitual nuisances, reducing risks like vandalism, fires, and illegal occupancy. This has helped preserve neighborhood aesthetics and property values, deterring economic stagnation.
- **Economic Incentives:** Registration fees generate revenue to offset municipal monitoring and inspection costs, while the process encourages owners to rehabilitate or repurpose buildings, stimulating local development and entrepreneurship.
- **Community Engagement:** The public reporting mechanism fosters resident involvement, leading to quicker interventions and improved overall community welfare. Similar programs in Iowa have shown that such registries combat vermin, crime, and blight, promoting growth in areas affected by vacancies.

Mason City, Iowa: Vacant Building Registration Ordinance

Mason City, in north-central Iowa with a population of about 27,000, focuses its registry on commercial and industrial properties under Article K of the City Code. This targeted approach addresses downtown and business district vacancies, aligning with efforts to maintain a vibrant economic core. Key details include:

- **Definitions and Scope:** Vacant buildings are those unoccupied for a specified period, posing potential fire hazards or becoming attractive nuisances. The ordinance primarily covers commercial and industrial structures but can extend to mixed-use properties.
- **Registration Requirements:** Owners must register all vacant commercial and industrial buildings with the City, submitting a Vacant Building Plan that outlines maintenance, security measures, and timelines for reuse or sale. Registration is mandatory upon vacancy, with forms available through the City's Development Services Department.
- **Fees and Inspections:** An annual registration fee (e.g., around \$1,000 for commercial properties, based on similar Iowa models) funds inspections and enforcement. Owners must allow access for exterior and interior checks to ensure compliance with minimum maintenance standards, such as securing doors/windows and removing hazards.
- **Exemptions and Enforcement:** City-owned properties and certain historic buildings (e.g., those in the Mason City Downtown National Register Historic District) may be exempt. Non-compliance triggers fines, with incentives for timely rehabilitation.

Advantages for the Mason City Community:

- **Hazard Mitigation and Value Preservation:** The registry identifies buildings at risk of fire or vandalism, reducing life safety hazards and preventing diminution of neighboring property values. This has been particularly beneficial in preserving historic downtown areas, discouraging blight in commercial zones.



- **Economic Revitalization:** By requiring plans for productive reuse, the ordinance incentivizes owners to convert vacant spaces into active businesses, boosting entrepreneurship and local revenue. Iowa cities with similar programs report enhanced community perception, higher property values, and reduced economic drag from idle structures.
- **Administrative Efficiency:** Registration provides critical data for public safety planning (e.g., for fire departments) and generates funds to cover extra municipal costs. Overall, it promotes a safer, more desirable environment, aligning with resident feedback on community improvement.

Recommendations and Potential Benefits for Ottumwa

Drawing from Clinton and Mason City's experiences, a vacant property registry in Ottumwa could address similar challenges in our downtown and residential areas, where vacancies contribute to blight and safety concerns. Advantages would include:

- Enhanced public health and safety through proactive monitoring.
- Preservation of property values and stimulation of redevelopment, supporting Main Street Ottumwa's mission.
- Revenue generation to fund enforcement without burdening taxpayers.
- Community-wide benefits, such as reduced crime and improved aesthetics, fostering economic growth.

We urge the City Council to review these models and consider drafting a tailored ordinance for Ottumwa. Main Street Ottumwa is available to collaborate on this initiative.

Contact: Kris, Main Street Ottumwa Representative **References:** Clinton City Code Chapter 104; Mason City Code Article K; Iowa municipal examples from Council Bluffs, Newton, and Fort Madison.

received
1-14-26 230

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jan 20, 2026

Airport

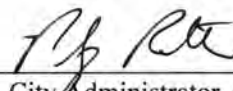
Department

JD Wheaton

Prepared By

JD Wheaton

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 9-2026 - Approving the plans, specifications, form of contract and estimated cost for the T-Hangar project at the Ottumwa Regional Airport.



Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 9-2026.

DISCUSSION: This is a Public Hearing on the Proposed plans, specifications, form of contract and estimated cost for the T-Hangar Project at the Ottumwa Regional Airport. Plans and Specifications for this project have been drafted by our Airport Consultants Kirkham Michael. This project qualifies for grant funding from both the IDOT and FAA. The base bid estimated cost of this project is \$1,237,105.91.

Bids will be opened by the City of Ottumwa on February 19th, 2026 at 2:00P.M. at City Hall. The bid report and bid award recommendation will be presented to the City Council at a later date.

Source of Funds: IDOT, FAA, Airport Fund Balance

Budgeted Item:



Budget Amendment Needed: No

RESOLUTION #9-2026

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR THE T-HANGAR PROJECT AT THE OTTUMWA REGIONAL AIRPORT

WHEREAS, the City Council of the City of Ottumwa, Iowa has conducted a Public Hearing approving the plans, specifications, form of contract and estimated cost for the above referenced project; and,

WHEREAS, the estimated cost of the project is \$1,237,105.91

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA That: The plans, specifications, form of contract and estimated cost for the T-Hangar Project at the Ottumwa Regional Airport are hereby approved and adopted.

APPROVED, PASSED AND ADOPTED this January 20th, 2026

CITY OF OTTUMWA, IOWA



Benjamin Foote, Mayor

ATTEST:



Christina Reinhard, City Clerk

OTTUMWA COURIER

marketplace

centralized online classifieds

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



community

Submitted: ksw

Notice of Public Hearing

Notice is hereby given that the City Council of the City of Ottumwa will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as T-HANGAR PROJECT AT THE OTTUMWA REGIONAL AIRPORT, at 5:30 P.M. on January 20, 2026 in Council Chambers, City Hall, 105 E. Third Street, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. All written public comments may be submitted to the City Clerk's Office, City Hall, by 4:30 P.M. on January 20, 2026. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract and the estimate of cost for the project.

The Federal Aviation Administration grants program offers grant funding for several types of aviation related projects. This T-Hangar Project qualifies for grant funding from both IDOT and FAA. All work and materials are to be in strict compliance with the Plans and Specifications prepared together with the proposed form of contract and estimate of cost.

PUBLIC NOTICES

owa.publicnotices.com

THE IOWA DISTRICT COURT FOR WAPELLO COUNTY IN THE MATTER OF THE ESTATE OF PAMELA KAYE SALTER Deceased.

CASE NO. ESPR0009320

NOTICE OF PROBATE OF WILL, OF APPOINTMENT OF EXECUTOR, AND NOTICE TO CREDITORS

To All Persons Interested in the Estate of Pamela Kaye Salter, Deceased, who died on or about December 7, 2025:

You are hereby notified that on December 29, 2025, the last will and testament of Pamela Kaye Salter, deceased, bearing date of May 20, 1993 was admitted to probate in the above named court and that Brett Salter is appointed executor of the estate. Any

Public Notices

action to set aside the will must be brought in the district court of said county within the later to occur of four months from the date of the second publication of this notice or one month from the date of mailing of this notice (unless otherwise allowed or paid) a claim is thereafter forever barred.

Dated: December 31, 2025

Stephen Pickens
229 W. Woodland Avenue
Ottumwa, IA 52501

Cynthia D. Hicks,
ICIS#: AT0003699
Attorney for Executor
Box & Box
304 N Court
Ottumwa IA 52501

Date of second publication
January 10, 2026.

REQUEST FOR PROPOSAL
This is an invitation to submit a proposal to Ottumwa Housing Authority for concrete repair/replacement at the following sites. Please prepare proposals separately for each site in Ottumwa, Iowa, as listed:

Southoak Towers,
102 West Finley Avenue,
Carnelot Towers,
827 Albia Road,
Westgate Towers,
910 West Second Street,
1102-1120 Elm Court,
223-229 Fairview Avenue,
302 Summit Street Apt 2-12,
1105-1115 Jay Street,
808-814 N Fellows Avenue,
103-149 Taft Circle &
125-127 Taft Avenue,
Tindell Apartments A-D.

Proposals must be submitted separately per site, labeled Concrete Repair/Replacement (site name) 2026 and are due January 23, 2026, by 12:00 p.m. at Ottumwa Housing Authority Administrative Office, 935 West Main Street, Ottumwa, Iowa 52501.

Contractors interested in this project must submit proposals by dropping at the OHA Administrative Office during business hours of Monday Friday 8:00 a.m. to 12:00 noon and 1:00 p.m. to 4:00 p.m., drop in the 24-hour drop off located at the front of the office, or mail to: Ottumwa Housing Authority, 935 West Main, Ottumwa, IA 52501.

A site walk-through is scheduled for January 16, 2026, and will begin at the OHA Administrative Office @ 1:00 p.m. For further information, contractors may contact DeWayne Boyd at 641-954-1062.

All contractors submitting

Public Notices

proposals must be registered and licensed with the State of Iowa. Contractors must be insured at a minimum of: public liability with bodily injury and property damage limits of not less than \$1,000,000.

Probate Code Section 304

Auctions

FARMLAND AUCTION

KEOKUK & JEFFERSON COUNTY

208 Acres M/L

Sold in 3 Tracts

Located on Pezin, Vicky limits

Tract 1: 72 A.M/L

71.46 Tillable A.M/L

CS#2: 84.5

Tract 2: 78 A.M/L

77.99 Tillable A.M/L

CS#2: 86.5

Tract 3: 112 A.M/L Includes Machine Shed

108.11 Tillable A.M/L

CS#2: 86.7

OPEN HOUSE: Tues, Jan 13; 10 AM-Noon

33125 230th Ave. Olin

Tues, Jan. 20th at 10 AM

Hedrick Community Center

109 N Main, Hedrick

Bidding available online & in person

Call Mac Clifton at 641-954-1869 or

Jay Lampe at 319-470-7049

for more information!

Brochure Available Online

GROWTHLAND

Ottumwa, IA 52501 • 641-682-4107

growthland.com

Bids

NOTICE TO BIDDERS
Sealed bids for Water Treatment Chemicals from February 1, 2026 to January 31, 2027 for and on behalf of the City of Ottumwa, Iowa, will be received at the City Clerk's Office, City Hall, 105 E. Third Street, Ottumwa, Iowa 52501, until 4:00 p.m. on the day of opening. Bids will be opened at 10:00 a.m. on the day of opening. Bids will be opened in public session, or composition or to classify any advertisements.

CANCELLED SUBSCRIPTION POLICY

Subscriptions are non-refundable. Cancellations will take effect at the end of the current subscription term.

ALL ADS SUBJECT TO CREDIT APPROVAL



homes



TPN

with every notice

**Construct T-Hangar
Ottumwa Regional Airport (OTM)**

BASE BID

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
1	Mobilization	1	LS	\$ 75,000.00	\$ 75,000.00
2	Construction Safety Plan and Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
3	Existing Pavement Removal	1398	SY	\$ 10.00	\$ 13,980.00
4	Excavation (Established Quantity)	819	CY	\$ 40.00	\$ 32,760.00
5	Overexcavation	246	CY	\$ 20.00	\$ 4,920.00
6	12-Inch Compacted Subgrade	786	SY	\$ 17.50	\$ 13,755.00
7	6-Inch Crushed Aggregate Base Course	786	SY	\$ 22.50	\$ 17,685.00
8	6-Inch Asphalt Paving	287	TONS	\$ 140.00	\$ 40,180.00
9	Construct Hangar, 4 Stalls, Complete	1	LS	\$ 650,000.00	\$ 650,000.00
10	2-Foot Crushed Aggregate Base Under Hangar	625	SY	\$ 55.00	\$ 34,375.00
11	Electrical Line	104	LF	\$ 25.00	\$ 2,600.00
12	Electrical Line (Bored)	44	LF	\$ 30.00	\$ 1,320.00
13	Bollard	4	EA	\$ 1,800.00	\$ 7,200.00
14	Seeding	623	SY	\$ 7.00	\$ 4,361.00
15	Mulching	623	SY	\$ 7.00	\$ 4,361.00
BASE BID TOTAL					\$ 912,497.00

ALTERNATE BID

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
3A	Existing Pavement Removal	973	SY	\$ 10.00	\$ 9,730.00
4A	Excavation (Established Quantity)	558	CY	\$ 40.00	\$ 22,320.00
5A	Overexcavation	167	CY	\$ 20.00	\$ 3,340.00
6A	12-Inch Compacted Subgrade	698	SY	\$ 17.50	\$ 12,215.00
7A	6-Inch Crushed Aggregate Base Course	698	SY	\$ 22.50	\$ 15,705.00
8A	6-Inch Asphalt Paving	240	TONS	\$ 140.00	\$ 33,600.00
9A	2 Additional Hangar Stalls, Complete	1	LS	\$ 325,000.00	\$ 325,000.00
10A	2-Foot Crushed Aggregate Base Under Hangar	377	SY	\$ 55.00	\$ 20,735.00
11A	Electrical Line	44	LF	\$ 25.00	\$ 1,100.00
14A	Seeding	205	SY	\$ 7.00	\$ 1,435.00
15A	Mulching	205	SY	\$ 7.00	\$ 1,435.00
16A	Remove and Relocate Chain Link Fence	215	LF	\$ 30.00	\$ 6,450.00
17A	Install New Chain Link Fence	116	LF	\$ 25.00	\$ 2,900.00
18A	Remove and Relocate Fence Gate, Sensor, Card Reader	1	EA	\$ 15,000.00	\$ 15,000.00
19A	Remove and Relocate Pedestrian Gate	1	EA	\$ 8,000.00	\$ 8,000.00
20A	Remove Water Manhole	1	EA	\$ 4,000.00	\$ 4,000.00
21A	Remove Water Surface Hydrant	1	EA	\$ 4,000.00	\$ 4,000.00
22A	Remove Sanitary Manhole	2	EA	\$ 4,000.00	\$ 8,000.00
23A	Silt Fence	105	LF	\$ 10.00	\$ 1,050.00
ALTERNATE BID 1 TOTAL					\$ 496,015.00
BASE BID PLUS ALTERNATE BID 1 TOTAL					\$ 1,408,512.00

Consultant's Project Budget

Item No.	Description	Estimated Quantity	Amount
A	Design	NTE	\$ 169,789.69
B	Bidding	NTE	\$ 20,111.54
C	Construction includes Testing	NTE	\$ 129,185.84
D	Closeout	LS	\$ 11,361.84
TOTAL			\$ 330,448.91

TOTAL PROJECT COSTS:

BASE BID PLUS ALTERNATE BID PLUS ENGINEERING	\$ 1,738,960.91
BASE BID PLUS ENGINEERING	\$ 1,242,945.91



CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: 1/20/26

Administration

Department

Mayor Foote

Prepared By

Department Head

City Administrator Approval

AGENDA TITLE: Ordinance No. 3253-2026, an Ordinance Reinstating the Public Safety Advisory Committee by Amending Chapter 2, Article VI, Division 5 of the Code of Ordinances of the City of Ottumwa, Iowa.

RECOMMENDATION: Pass the First Consideration of Ordinance No. 3253-2026.

DISCUSSION: The City of Ottumwa previously discontinued the Public Safety Advisory Committee by Ordinance No. 3234-2024 on December 17, 2024. The current Ottumwa City Council wishes to reinstate this Committee with a revised purpose and scope of duties.

The purpose of this division is to establish a public safety committee working as an advisory and communication board to the Ottumwa Fire Department, Ottumwa Police Department and Traffic Engineer.

ORDINANCE NO 3253-2026

AN ORDINANCE REINSTATING THE PUBLIC SAFETY ADVISORY COMMITTEE BY AMENDING CHAPTER 2, ARTICLE VI, DIVISION 5 OF THE CODE OF ORDINANCES OF THE CITY OF OTTUMWA, IOWA

WHEREAS, the City of Ottumwa previously discontinued the Public Safety Advisory Committee by Ordinance No. 3234-2024 on December 17, 2024; and

WHEREAS, the Ottumwa City Council wishes to reinstate the Public Safety Advisory Committee for the City of Ottumwa, Iowa with a revised purpose and scope of duties.

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

SECTION ONE. The Public Safety Advisory Committee is hereby reinstated

SECTION TWO. The Municipal Code of the City of Ottumwa, Iowa is hereby amended by repealing and replacing Chapter 2, Article VI, Division 5 in its entirety as follows:

DIVISION 5. – Public Safety Advisory Committee

Section 2-506. -Purpose:

The purpose of this division is to establish a public safety committee working as an advisory and communication board to the Ottumwa Fire Department, Ottumwa Police Department and Traffic Engineer. The committee shall be composed of local private business owners, community leaders and Ottumwa residents. The committee shall be available to the public and shall hold public meetings to achieve the outlined powers and duties in serving the community of Ottumwa.

Section 2-507. -Definitions:

When used in this division, unless the context otherwise requires:

Committee means the Public Safety Advisory Committee created by this division.

Section 2-508. -Committee Appointed:

- a) The Committee shall consist of five (5) members appointed by the mayor with approval of the city council, for terms of four years. Terms shall be staggered so that no more than two (2) members' terms expire in any one year. Three (3) members are to be residents of the City of Ottumwa; two (2) members are to be residents of Wapello County with ownership of either a residential property or business in the City of Ottumwa.
- b) A Committee member shall not serve more than two consecutive terms, unless there are no qualified applicants to fill the seat. In this case, a Committee member may

serve three consecutive terms. Partial terms, whether to fill a vacancy or for an initial appointment, shall not count for purposes of these term limits.

- c) In the event that a vacancy occurs in the membership of the Committee by death, resignation or otherwise prior to the normal expiration of the appointee's term, the mayor, with the approval of the city council, shall appoint a person to serve out the remainder of the unexpired term.
- d) Any member or all members of the Committee may be removed from office at any time by the mayor with the approval of the city council. The Committee shall annually elect one of its members to be chairperson.
- e) The members of the Committee shall serve without salary, wages or other compensation provided that they may receive reimbursement for actual and necessary expenses incurred as allowed by the city council pursuant to such procedures and policies for the reimbursement of expenses as shall be established from time to time.
- f) A liaison member shall be assigned from the city council with the option of two liaison members should there be interest. Liaison members shall not be voting members of the Committee.
- g) The Committee shall meet with the Police Chief, Fire Chief, Public Works Director and other city department heads regarding the public safety of the City of Ottumwa in coordination with each meeting to ensure regular communication, coordination and direction with each department and the City of Ottumwa.

Section 2-509. -Powers and Duties:

The Committee's powers and duties shall include:

- a) Meeting once a month on a consistent date established by the Committee and any additional meetings as called for by the Committee chairperson.
 - 1) An agenda for each meeting shall be made available a minimum of 24 hours prior to each meeting.
 - 2) A quorum shall be established when a minimum of three (3) voting members are present for a meeting.
- b) Listening to community members and determining a direction and vision regarding the public safety aspects of the City of Ottumwa.
- c) Provide research, study and reports on various aspects regarding public safety as directed by the mayor and/or city administrator.
- d) The Committee shall recommend to the mayor and city council policies and programs with the objective of implementing Committee goals concerning the wellbeing, growth, facilities and coordination of the Fire, Police and Streets departments.
- e) Collaborating with organizations and individuals in the community to provide a comprehensive vision for the Public Safety of Ottumwa citizens.
- f) To work in conjunction with the mayor, city council, city administrator and finance director to identify, document and report to the city council and community any

suggested revisions to the Fire, Police and Streets departments to accommodate future growth and to maintain a sustainable workforce.

- g) Provide assistance and input for any future hiring of the Fire Chief, Police Chief and Traffic Engineer.
- h) The Committee shall not have the power or authority to review the conduct of any city employees covered by Iowa Code Chapter 80F.

Section 2-510. -Non-voting youth seat:

- a) The Committee may include a non-voting youth member who is between the ages of 14 to 18 and who resides in the city.
- b) The youth member shall be appointed by the mayor with the approval of the council and shall serve a term of one year.
- c) The youth member shall be selected from a pool of applicants who have demonstrated an interest in civic government and finances, and who have completed an application.
- d) The youth member shall have the right to attend all meetings of the Committee and to participate in all discussions but may not vote on any matter before the Committee. The youth member may not participate in or attend closed sessions of the Committee.
- e) The purpose of the non-voting youth seat is to provide a voice for youth in the work of the Committee, to incorporate the next generation of ideas into the Committee's decisions and to promote greater understanding and engagement between the Committee and the youth community.

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 20 day of January, 2026.

PASSED on its second consideration the _____ day of _____, 2026.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2026.

APPROVED this _____ day of _____, 2026.

CITY OF OTTUMWA, IOWA

By: _____
Benjamin Foote, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2026.

Benjamin Foote, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2026.

_____ Veto affirmed this _____ day of _____, 2026 by failure of vote taken to repass.

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

ATTEST:

Christina Reinhard, City Clerk

4912-2133-6968-1\10981-1000

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1.14.26 315.

Item No. H.-1.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: January 20,
2026

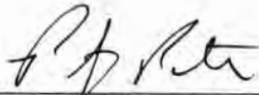
Community Development
Department

Amal Eltahir

Prepared By



Department Head



City Administrator Approval

AGENDA TITLE: Consider motion to receive and File request for project support for proposed mixed-use redevelopment at 105–107 and 109 E. Main Street

☐

**Public hearing required if this box is checked.

☐

**The Power of Participation for a Better Future (P3) is a trademark of the City of Ottumwa. The Project Publications are not affiliated with the City of Ottumwa. For more information, please visit the City website.

RECOMMENDATION: Approve Motion

DISCUSSION:

JCG Rentals LLC has expressed interest in the redevelopment of 105–107 and 109 E. Main Street. These properties were acquired by the City through the Iowa Code Chapter 657A, due to prolonged vacancy and deteriorated conditions. Both buildings are currently vacant and representing missed opportunities for economic activity and tax base stabilization. Absent reinvestment, the city risks continued decline and may increasingly constitute a liability.

The developer is proposing a mixed-use project that would include approximately 10 multi-family residential apartment units, an elevator to improve accessibility, a laundromat, and a proposed storefront golf simulator. If the project moves forward, a development agreement outlining terms for disposal of the properties and incentive package will be brought to council for consideration.

Comprehensive & Strategic Plan Alignment

This item is intended to acknowledge redevelopment interest and potential alignment with the downtown revitalization and housing goals as well as potential for reducing liability and protecting

community image.

Budget Impact

None at this time. This item is for receipt and filing only.



105-107 E MAIN ST REDEVELOPMENT

Motion receive & file - Agenda Item H.1

Council Meeting 20 January, 2026

STATUS 105-107 & 109

- Unfavorable Conditions
- Liability
- Potential CAT



STATUS 105-107 & 109

- **Poor Roof Condition**



PROJECT PARTNER

JCG RENTALS LLC

**Proposed 10 Apartment Units, Laundromat,
Storefront Simulator
Total \$3.7 Million estimated cost**

PROPOSED- C 8,470SF



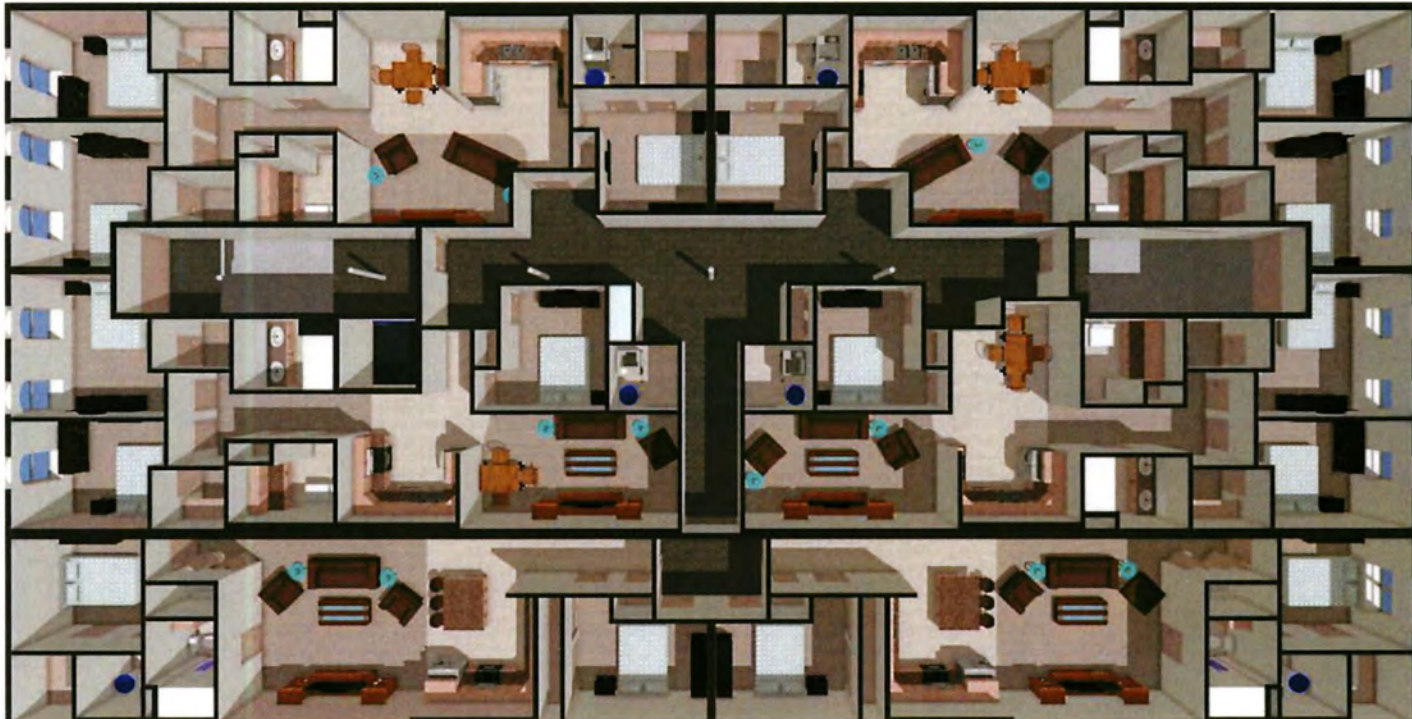
PROPOSED-R 14,630 SF



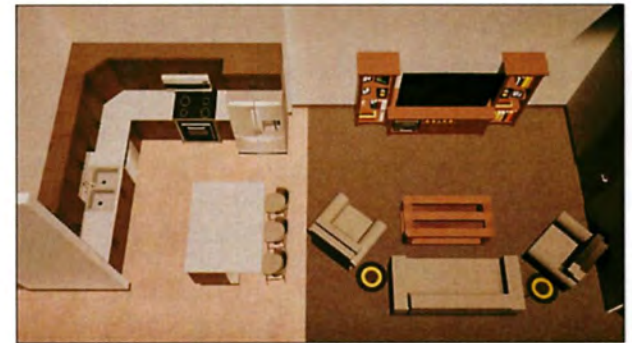
SECOND LEVEL FLOOR PLAN

1/4" = 1' - 0"

PROPOSED-RENDERING



PRELIMINARY DESIGN

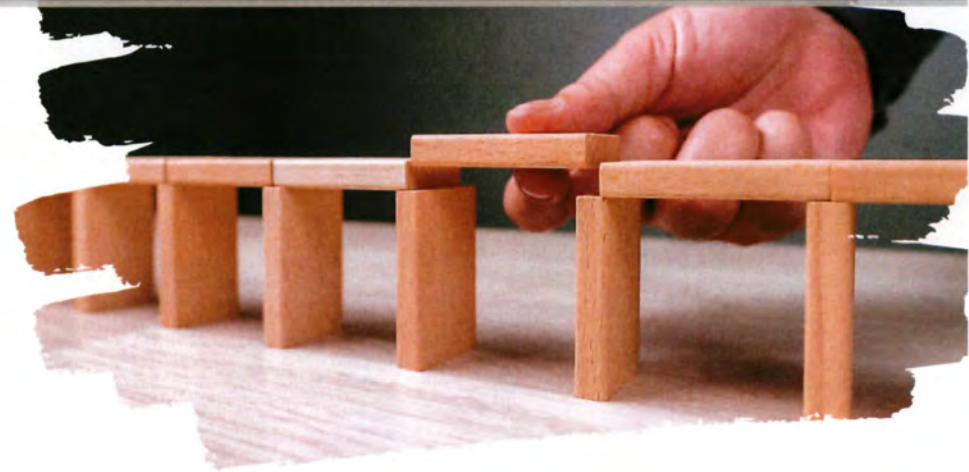


REQUESTED SUPPORT

Bridge Funding Gap ~200k

Potential incentive mix:

- **City: Property**
- **State: Grant (if awarded)**
- **City: 5 -year tax rebate or Tax Abatement**



CONSIDERATIONS

- Liability
- Potential demo cost
- **But for**
- Tax roll-growing tax base
- Impact on the area



received
1.8.2026 3pm

Item No. I.-1.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jan 20, 2026

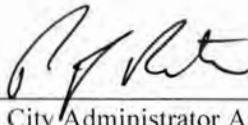
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 10-2026 - A Resolution Providing for the Financial Support of the Area 15 Regional Planning Commission

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 10-2026

DISCUSSION: In accordance with the 1973 Articles of Agreement with Area 15 Regional Planning Commission the City is responsible for \$0.55 per capita. This equates to a contribution of \$14,040.95 for the period covering July 1, 2026 through June 30, 2027.

Source of Funds: FY27 Budget

Budgeted Item:

☐

Budget Amendment Needed:

RESOLUTION NO. 10-2026

**A RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
AREA 15 REGIONAL PLANNING COMMISSION**

WHEREAS, Chapters 28E and 473A of the State Code of Iowa, as amended, authorized the governing bodies of governmental units to cooperate in the operation of a regional planning commission; and

WHEREAS, by the Articles of Agreement, signed on August 15, 1973, as amended, the Area 15 Regional Planning Commission did become the authorized planning agency for Service Delivery Area 15; and

WHEREAS, the governing body of the **City of Ottumwa, Iowa** is a part of the Area 15 Regional Planning Commission and has agreed to contribute \$0.55 per capita, for a total amount equal to **\$14,040.95** to cover financial operating costs of the Area 15 Regional Planning Commission from July 1, 2026 through June 30, 2027.

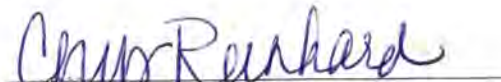
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa that the City of Ottumwa agrees to contribute \$14,040.95 to the Area 15 Regional Planning Commission to serve as FY27 contribution.

APPROVED, PASSED, AND ADOPTED this 20th day of January 2026.

CITY OF OTTUMWA, IOWA


Benjamin Foote, Mayor

ATTEST:


Chris Reinhard, City Clerk





P.O. Box 1110 • Ottumwa, IA 52501
(P) 641.684.6551
Area15rpc@AREA15RPC.COM
www.area15rpc.com
chris.bowers@AREA15RPC.COM

December 4, 2025

Season's Greetings!

As the new year arrives, Area 15 Regional Planning Commission is excited to begin its annual membership drive! As you begin budgeting for **FY2026-2027**, I hope you will continue your membership and support of your regional planning commission. Membership provides you with local professional staff to access programs and services for your community.

The past year has been very successful and busy for your Economic Development District (EDD)/Council of Governments (COG). With a 95% membership rate for FY2025-2026, your support is incredible! RPC staff helped our communities and citizens with planning, housing, and community/economic development projects.

The RPC has secured over **\$24.8 million** in grants from July 1, 2016 – June 30, 2025! This represents a return of **\$50** in grant funds for every \$1 of membership dues invested over the past ten years. However, this type of success does not happen without your support. Your annual participation is extremely important for the regional planning commission to provide you with professional planning staff. Our four (4) professional staff have a combined 61 years of experience working for you at Area 15 RPC. They have the knowledge, experience, and connections to help with your community needs.

Thank you to our public officials, economic development professionals, and regional partners who assisted us to pursue these community and economic development opportunities over the past year. I ask that you please consider and return the enclosed resolution for membership to keep your regional planning commission going strong!

If there is anything that we can do for you, please reach out to me at (641) 814-8403 or chris.bowers@area15rpc.com. Remember – we are working for you!

Sincerely,

Chris Bowers
Executive Director

received
12.8.2025

Please return this copy to the RPC

RESOLUTION # 10-2026

**RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
AREA 15 REGIONAL PLANNING COMMISSION**

WHEREAS, Chapters 28E and 473A of the State Code of Iowa, as amended, authorized the governing bodies of governmental units to cooperate in the operation of a regional planning commission; and

WHEREAS, by the Articles of Agreement, signed on August 15, 1973, as amended, the Area 15 Regional Planning Commission did become the authorized planning agency for Service Delivery Area 15; and

WHEREAS, the governing body of the City of **Ottumwa**, Iowa is a part of the Area 15 Regional Planning Commission and has agreed to contribute \$.55 per capita, for a total amount equal to **\$14,040.95** to cover financial operating costs of the Area 15 Regional Planning Commission from July 1, 2026 through June 30, 2027.

AGREED TO THIS 20 DAY OF January, 2026.

B - F - c
Mayor

ATTEST:

Chris Reinhard
City Clerk

received
1-8-2026 3pm

Item No. I.-2.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jan 20, 2026

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 11-2026 - A Resolution Providing for the Financial Support of the Regional Planning Affiliation (RPA 15)

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 11-2026

DISCUSSION: Regional Planning Affiliation for Region 15 (RPA 15) has been designated to provide transportation planning to its members, which includes the City of Ottumwa. The City is estimated to receive \$641,664 in financial support. In return, the City is requested to contribute a proportional share (\$7,054) of the local match for the planning grant. The local match is 20% of the planning grant or \$31,047.

Source of Funds: FY27 Budget

Budgeted Item:

☐

Budget Amendment Needed:

RESOLUTION NO. 11-2026

**A RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
REGIONAL PLANNING AFFILIATION (RPA 15)**

- WHEREAS, the State of Iowa has designated the counties of Jefferson, Keokuk, Mahaska, Van Buren, Wapello along with the cities of Fairfield, Oskaloosa and Ottumwa as the Regional Planning Affiliation for Region 15 (RPA 15); and,
- WHEREAS, RPA 15 Articles of Agreement, signed on December 22, 1994, and amended on January 23, 2014 designate the Area 15 Regional Planning Commission (Area 15 RPC) as the Regional Planning Affiliation for Region 15; and
- WHEREAS, the Iowa Department of Transportation (IDOT) requires each RPA to provide transportation planning to member jurisdictions prior to receiving Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funding from the Iowa Department of Transportation; and
- WHEREAS, RPA 15 expects to receive and program an estimated \$2,824,000 in federal highway transportation grant funds for FY27 to be used for road improvements in RPA 15, of which Ottumwa's estimated share is \$641,664; and
- WHEREAS, the IDOT requires Area 15 RPC to provide twenty percent (20%) local match toward the annual IDOT planning grant; and the FY27 local match requirement is an estimated \$31,047 and shall be proportionally shared by the member jurisdictions; and
- WHEREAS, the governing body of Ottumwa is a member of RPA 15 and whose apportioned share of FY26 local match equals \$7,054.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA HEREBY: agrees to contribute \$7,054 to the Area 15 Regional Planning Commission to serve as FY27 local match.

APPROVED, PASSED, AND ADOPTED this 20th day of January 2026.

CITY OF OTTUMWA, IOWA



Benjamin Foote, Mayor

ATTEST:



Chris Reinhard, City Clerk



P.O. Box 1110 • Ottumwa, IA 52501
(P) 641.684.6551
matt.naumann@area15rpc.com
www.area15rpc.com

December 4, 2025

City Clerk
City of Ottumwa
105 East Third
Ottumwa, IA 52501

Re: Resolution for Regional Planning Affiliation 15 (RPA 15) Local Match

Enclosed is the resolution for City of Ottumwa's local match for the FY2027 transportation planning grant. As described in the resolution, the \$7,054 requested is for the 20% local match required of the annual transportation planning grant for Area 15 Regional Planning Commission to perform the administrative and planning duties for RPA 15.

This match amount is less than 1.1% of City of Ottumwa's annual sub-allocation of transportation project funds.

Please consider and pass this resolution at your next meeting. Feel free to contact me or Hector Hernandez, Area 15 RPC Transportation Director, with any questions.

Matt M. Naumann
Area XV RPC
Program Coordinator

received
12.8.2025

Please return this copy to the RPC

RESOLUTION # 11-2026

**RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
REGIONAL PLANNING AFFILIATION (RPA 15)**

WHEREAS, the state of Iowa has designated the counties of Jefferson, Keokuk, Mahaska, Van Buren, Wapello along with the cities of Fairfield, Oskaloosa and Ottumwa as the Regional Planning Affiliation for Region 15 (RPA 15), and;

WHEREAS, RPA 15 Articles of Agreement, signed on December 22, 1994, and amended on January 23, 2014 designate the Area 15 Regional Planning Commission (Area 15 RPC) as the Regional Planning Affiliation for Region 15; and

WHEREAS, the Iowa Department of Transportation (IDOT) requires each RPA to provide transportation planning to member jurisdictions prior to receiving Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funding from the Iowa Department of Transportation; and

WHEREAS, RPA 15 expects to receive and program an estimated \$2,824,000 in federal highway transportation grant funds for FY27 to be used for road improvements in RPA 15, of which Ottumwa's estimated share is \$641,664; and

WHEREAS, the IDOT requires Area 15 RPC to provide twenty percent (20%) local match toward the annual IDOT planning grant; and the FY27 local match requirement is an estimated \$31,047 and shall be proportionally shared by the member jurisdictions, and

WHEREAS, the governing body of **Ottumwa** is a member of RPA 15 and whose apportioned share of FY27 local match equals \$7,054

NOW, THEREFORE BE IT RESOLVED that **Ottumwa** has agreed to contribute \$7,054 to the Area 15 Regional Planning Commission to serve as FY27 local match.

AGREED TO THIS 20 DAY OF January, 2026

B-F-E
Mayor

ATTEST:

Chris Reinhard
City Clerk

received
1-6-2026 330pm

Item No. I.-3.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jan 20, 2026

Finance

Department

O'Donnell

Prepared By

O'Donnell

Department Head

City Administrator Approval

AGENDA TITLE: **RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A MORTGAGE RELEASE**

☐

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. 12-2026.

DISCUSSION:

Richard and Judy Oakes received a housing improvement grant from the City on February 12, 2010. The grant requires the owners to own and occupy the dwelling for five years or the grant is repaid on prorated basis. To insure compliance, the city obtains a mortgage for the amount of the grant. The Oakes satisfied the terms of the agreement and repayment forgiven. At the time the Oakes met the requirements, the city's mortgage was not released. This resolution does that.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed: No

RESOLUTION NO. 12-2026

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A MORTGAGE RELEASE

WHEREAS, the City of Ottumwa, as mortgagee, and Richard L. and Judy R. Oakes, as mortgagor, entered into a mortgage on February 12, 2010; and

WHEREAS, the terms of the mortgage have been satisfied and it is therefore appropriate to file a release of the mortgage.

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

That the attached mortgage release is hereby approved and the Mayor and City Clerk are authorized and directed to sign the release and record it with the Wapello County recorder.

PASSED AND APPROVED this 20 day of January, 2026.



Mayor

ATTEST:



City Clerk

Prepared by: Kristine Stone, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: City of Ottumwa, 105 East Third Street, Ottumwa, IA 52501

RE: Lot Fifteen (15) and the North 4 feet of Lot Seventeen (17) in Block Five (5) in R.S. Smith's Second Addition to Pickwick, in the City of Ottumwa, Wapello County, Iowa, hereinafter the "Real Estate."

RELEASE OF MORTGAGE

The City of Ottumwa, Iowa, a municipality, does hereby acknowledge that a certain Mortgage dated February 12, 2010 and filed on February 22, 2010 in the records of the County Recorder of Wapello County, Iowa, in Book 2010, at Page 628, from Richard L. and Judy R. Oakes, as mortgagor, is hereby released, and the Real Estate in its entirety as herein described is released from said instrument.

Dated this 20 day of January, 2026.

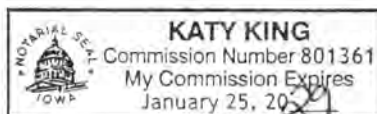
CITY OF OTTUMWA, IOWA

By: B. Foote
Mayor

Attest: Chris Reinhard
City Clerk

STATE OF IOWA | COUNTY OF WAPELLO } ss.

On this 20th day of January, 2026, before me a Notary Public in and for said State, personally appeared Benjamin Foote and Chris Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Katy King
Notary Public

received
1-14-26 230

Item No. I.-4.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: January 20, 2026

Engineering
Department

Phillip Burgmeier
Prepared By

Phillip Burgmeier

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #16-2026. Approving the change in authorization of signature from former Mayor Richard W. Johnson to current Mayor Benjamin Foote for the Community Development Block Grant (CDBG) CDBG Contract # 25-WS-030

☐ ****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 #16-2026.

DISCUSSION: Authorizes the new Mayor to sign documents pertaining to the CDBG grant.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #16-2026

A RESOLUTION APPROVING THE CHANGE IN AUTHORIZATION OF SIGNATURE FROM
FORMER MAYOR RICHARD W. JOHNSON TO CURRENT MAYOR BENJAMIN FOOTE FOR
THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CDBG CONTRACT # 25-WS-030

WHEREAS, The City of Ottumwa, Iowa has been awarded CDBG funds by the Iowa Economic Development Authority (25-WS-030) for sewer main lining improvements; and,

WHEREAS, The City of Ottumwa has elected a new mayor which will change the required signature for future CDBG documentation.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT the City of Ottumwa's new authorized signatory for CDBG funds is Mayor Benjamin Foote and is hereby approved and adopted, and the Mayor is authorized to sign the Signature Authorization for CEO Change form.

APPROVED, PASSED, AND ADOPTED, this 20th day of January 2026.

CITY OF OTTUMWA, IOWA


Benjamin Foote, Mayor

ATTEST:


Christina Reinhard, City Clerk



SIGNATURE AUTHORIZATION FOR CEO CHANGE

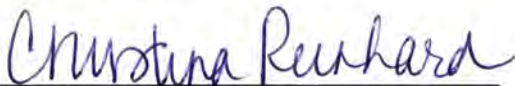
RE: Contract Number: 25-WS-030
Recipient: City of Ottumwa

Our community has had a change of Chief Elected Official (CEO). As of 01-02-2026,
the effective date of the change, reports and all related program correspondence will be signed by the
signatory below.

Sincerely,



CEO Signature



Witness Signature

New CEO Contact Information:

Benjamin Foote

Print Name

105 E. Third St., Ottumwa, IA 52501

Address

641- 683-0605

Phone Number

footeb@ottumwa.us

Email



Item No. I.-5.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: January 20, 2026

Engineering
Department

Phillip Burgmeier

Prepared By

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #17-2026. Approving the Contract between Iowa Economic Development Authority (IEDA) and the City of Ottumwa for the Community Development Block Grant (CDBG) program and authorizing the Mayor to sign the Contract. CDBG Contract # 25-WS-030

☐ **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 #17-2026.

DISCUSSION: This contract will award the City of Ottumwa \$491,000 to perform sewer lining. The sewer lining will consist of lining approximately 13,000 LF of sanitary sewer main with Cured-In-Place-Pipe primarily located from S. Weller to S. Madison, between Mary St. and Silk Ave. and with other smaller sections in various locations. These various locations include along James St., Glenwood Ave., Adeline Rd., Mowrey Ave., and N. Quincy Ave.

The total estimated cost of the project is \$1,123,300. The City of Ottumwa will fund 56% of the project costs, with the remaining 44% funded through the CDBG Grant. CDBG funds will be utilized to benefit low to moderate income areas, with a target that 54% of residents within the project area qualify as low to moderate income.

Type of Cost	CDBG Funds	Local Funds
Construction	\$451,000	\$632,300
Administration	\$40,000	\$0
Total	\$491,000	\$632,300

Source of Funds: Sewer (610)

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #17-2026

A RESOLUTION APPROVING THE CONTRACT BETWEEN IOWA ECONOMIC DEVELOPMENT
AUTHORITY (IEDA) AND THE CITY OF OTTUMWA FOR THE COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROGRAM AND AUTHORIZING
THE MAYOR TO SIGN THE CONTRACT
CDBG CONTRACT # 25-WS-030

WHEREAS, The City of Ottumwa, Iowa has been awarded CDBG funds by the Iowa Economic
Development Authority (25-WS-030) for sewer main lining improvements; and,

WHEREAS, This contract will allow the City of Ottumwa to receive funds from the IEDA; and,

WHEREAS, Grant funds are not to exceed \$491,000.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA,
IOWA THAT: The Contract for the CDBG program between the City of Ottumwa and the Iowa
Economic Development Authority is hereby approved and adopted, and the Mayor is authorized to sign
the Contract.

APPROVED, PASSED, AND ADOPTED, this 20th day of January 2026.

CITY OF OTTUMWA, IOWA

B-F-C

Benjamin Foote, Mayor

ATTEST:

Christina Reinhard
Christina Reinhard, City Clerk



IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONTRACT

Recipient:	City of Ottumwa
Contract number:	25-WS-030
Effective date:	January 1, 2026
Award amount:	\$491,000
Direct match:	\$632,000
End date:	December 31, 2028

This Community Development Block Grant contract is made by and between the Iowa Economic Development Authority, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority") and the Recipient effective as of the Effective Date stated above.

WHEREAS, the Authority is designated to receive, administer, and disburse CDBG funds; and

WHEREAS, the Authority desires to disburse CDBG Funds to the Recipient for eligible purposes primarily benefiting low- and moderate-income persons, eliminating slums and blight, or meeting community development needs having particular urgency; and

WHEREAS, the Recipient has certified to the Authority that the primary purpose for obtaining CDBG funds is to primarily benefit low- and moderate-income persons, eliminate slums and blight, or meet community development needs having a particular urgency;

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this contract, the following terms shall apply:

1.1 **ACT.** "Act" means Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.) and the regulations now or hereafter promulgated thereunder and the guidance now or hereafter disseminated with respect thereto.

1.2 **ACTIVITY.** "Activity" means the description of eligible work, services, and other accomplishments to be completed by the Recipient, as authorized by Section 105 of the "Act" and as further defined in 24 CFR 570.482, as revised April 1, 1997, or otherwise authorized by HUD through subsequent guidance or Federal Register Notices. Activities are line items in the budget and are found in the line items in the Recipient's "Budget Activity" in Attachment B to this contract.

1.3 **ALLOWABLE COSTS.** "Allowable Costs" are those costs which are identified in the "Budget Activity" in Attachment B to this Contract, and consistent with Federal regulations and guidelines applicable to the CDBG-DR program.

1.4 **BUDGET.** "Budget" means the "Budget Activity" as found in Attachment B to this Contract.

1.5 **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG).** "Community Development Block Grant Program" means the grant program authorized by Title I of the Housing and Community Development Act of 1974, as amended.

1.6 **CONTRACT.** "Contract" means this Contract and all the notes, leases, assignments, mortgages,

and similar documents referred to in the Contract and all other instruments or documents executed by the Recipient or otherwise required in connection with the Contract.

1.7 **END DATE.** "End Date" means the date the Contract ceases to be in force and effect. The Contract expires upon the occurrence of one of the following: a) the Recipient fulfills the conditions and Activity agreed to herein as of the end date stated above; or b) the Contract is terminated by the Authority due to any default under Article 10.1; or c) the Contract is terminated in accordance with provisions set forth in Sections 8 and 9 of the General Provisions, Attachment A of this Contract.

1.8 **FAIR MARKET VALUE.** "Fair Market Value" means a value based upon the fair market value of the property to be acquired.

1.9 **GRANT.** "Grant" means the award of CDBG funds to the Recipient for Activity.

1.10 **HUD.** "HUD" means the U.S. Department of Housing and Urban Development.

1.11 **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. This system is used for the administration of the CDBG program. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this contract.

1.12 **LOW- AND MODERATE-INCOME PERSONS.** "Low- and Moderate-Income Persons" means those families and individuals whose income does not exceed 80 percent of the median income of the area involved in an activity funded through this contract, as determined by HUD.

1.13 **PROGRAM.** "Program" means the Community Development Block Grant Program ("CDBG") authorized by Title 1 of the Housing & Community Development Act of 1974, Public Law 93-383, codified at 42 U.S.C. ss 5301-5321 (et seq.), as amended, relevant preceding notices, HUD approved Certifications and the Program Policies and Procedures Manual.

1.14 **PROGRAM INCOME.** "Program Income" means the same as defined in 24 CFR 570.500

1.15 **PROGRAM RULES.** "Program Rules" means the Act, as modified by the Housing and Community Development Act of 1974 and the regulations now or hereafter promulgated thereunder, including, but not limited to 24 CFR Part 570, and the guidance now or hereafter disseminated with respect thereto, any additional HUD Notices or other guidance that may be disseminated, HUD approved Certifications, and the Program Policies and Procedures Manual.

1.16 **RECIPIENT.** "Recipient" means the entity identified above that has been selected to receive Program funds to undertake the funded Activity and agrees to comply with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC 5302 et seq.), the CDBG program regulations at 24 CFR part 570, the applicable HUD approved Certifications, and the Program Policies and Procedures Manual. For purposes of this agreement the "Recipient" shall also be considered to meet the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92

1.17 **SPECIAL FLOOD HAZARD AREA.** "Special Flood Hazard Area" means an area designated as a special hazard flood area on the most recent National Flood Insurance Program map for such said area.

1.18 **SUBRECIPIENT.** "Subrecipient" means the entity selected by the Recipient to receive Program funds to undertake an activity that complies with all applicable CDBG requirements, including those found in Title I of the Housing and Community Development Act of 1974 (42 USC

5302 et seq.), the CDBG program regulations at 24 CFR part 570, the applicable HUD approved Certifications, and the Program Policies and Procedures Manual and meets the definition and qualifications as a "Subrecipient" as defined in 2 CFR 200.93 and 2 CFR 200.330 and agrees to receive this "Subaward" as defined in 2 CFR 200.92

1.19 TERM OF AFFORDABILITY. (For Housing Projects Only) "Term of Affordability" means the period of time during which the housing assisted through an eligible activity funded through this contract is rent-restricted, or the occupants of such housing are income-qualified as set forth in CDBG Management Guide.

ARTICLE 2

FUNDING

2.1 FUNDING SOURCE. The source of funding for the Grant is a Federal appropriation for the CDBG Program.

2.2 RECEIPT OF FUNDS. All payments under this Contract are subject to receipt by the Authority of sufficient Federal funds for the Program. Any termination, reduction or delay of Program funds to the Authority shall, at the option of the Authority, result in the termination, reduction, or delay of Program funds to the Recipient.

2.3 PRIOR COSTS. If any Recipient has received approval from the Authority to incur certain costs prior to the Effective Date of this Contract, then said approval and the terms and conditions therein are incorporated herein and made a part of this Contract by this reference as if fully set forth, shall be reimbursed. Any such costs incurred prior to the Effective Date of this Contract are subject to the Special Conditions and General Conditions of this Contract.

2.4 DISBURSEMENT OF LESS THAN THE TOTAL AWARD AMOUNT. If the total award amount has not been requested by the Recipient within thirty (30) days prior to the End Date, then the Authority shall be under no obligation for further disbursement. The Authority may allow access to funds after this time for allowable costs associated with the conduct of the audits required in Article 2.0 of the General Provisions, Attachment A to this Contract.

2.5 LIMIT ON GRANT PROCEEDS ON HAND. The Recipient shall request Activity funds only as needed and shall not have more than five hundred dollars (\$500.00) of Grant proceeds, including earned interest, on hand for a period of longer than ten (10) working days, after which time any surplus amount shall be returned to the Authority.

ARTICLE 3

TERMS OF GRANT

3.1 TIME OF PERFORMANCE. The services of the Recipient are to commence as of the Effective Date and shall be undertaken in such a manner as to assure their expeditious completion, as cited in the Recipients Application, also included in Attachment B. All the services required hereunder shall be completed on or before the End Date.

3.2 MAXIMUM PAYMENTS. It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for any item of work or service shall conform to the "Budget Activity" as found in Attachment B to this Contract. It is further understood and agreed that the total of all payments to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount unless modified by written amendment of this Contract as provided for in Section 1.0 of the General Provisions, Attachment A.

3.3 ADMINISTRATION. This Contract shall be administered in accordance with all applicable State and Federal laws and regulations now in effect and as may be amended from time to time, and

including the Program Policies and Procedures Manual and the Iowa Community Development Block Grant Management Guide as which may be amended or changed from time to time, and which can be accessed on the Authority's website, to the extent applicable to the Program and not in conflict with the Program Rules.

3.4 **LOCAL MATCH REQUIREMENTS.** The Recipient agrees to provide other funds to the Activity as defined as "Sources of local funding" shown in the "Budget Activity" as found on Attachment B to this Contract. Expenditures exceeding the award amount and necessary to complete the statement of work and services shall be paid with local/other funds. Reports of the local funds expended shall be included in the Request for Payment/Activity Status Report specified in Article 9.1 (b), "Reports". The Authority may agree to allow a delay in the contribution of local matching funds. When a delay is allowed, the delay shall be until the specified date or until two-thirds of the grant amount has been drawn down, whichever comes first at which time no further Federal funds may be drawn down until sufficient local cash has been expended to attain the ratio of Federal funds specified for the Activity.

3.5 **RECAPTURE OF GRANT. (For Housing Projects Only)** Provided that compliance is satisfactorily maintained, no repayment of the Grant will be required. If a rental Activity is converted to an alternate (non-residential) use during the Term of Affordability, the Grant shall be repaid as specified by the Authority. If an owner-occupied Activity is sold or transferred during the Term of Affordability, the Grant shall be repaid as specified by the Authority, the Recipient shall insure the Borrower shall pay the unforgiven balance of the Loan or the total of the net proceeds of the sale, whichever is less, and the funds returned to the Authority.

ARTICLE 4 **PERFORMANCE TARGET ACHIEVEMENT**

4.1 **PERFORMANCE TARGETS.** By the End Date, the Recipient shall have accomplished the activities and performance targets as described in the "Budget Activity" as found in Attachment B to this Contract.

4.2 **NATIONAL OBJECTIVE.** All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slum or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Recipient certifies that the activity(ies) carried out under this Agreement, will meet the National Objective described in Attachment B to this Contract.

4.3 **REPAYMENT OF FUNDS IF NO NATIONAL OBJECTIVE IS MET.** The Authority may require the repayment of CDBG funds, including administrative or project delivery funds, if an Activity is not completed and, therefore, does not meet a National Objective.

4.4 **DETERMINATION OF CONTRACT PERFORMANCE.** The Authority has the final authority to assess whether the Recipient has met their performance targets at the End Date and if a National Objective has been met. The Authority shall determine completion according to the performance targets set forth in the "Budget Activity" as found in Attachment B to this Contract. The Authority reserves the right to monitor and measure at any time during and after the Contract term to determine the achievement of the performance targets and ensure compliance with program requirements.

4.5 **AFFORDABILITY REQUIREMENTS. (For Housing Projects Only)** All housing Activities awarded under this contract will comply with the Term of Affordability stipulated in the CDBG Management Guide and enforced by the relevant Security Instrument.

ARTICLE 5 **ADDITIONAL DOCUMENTS**

5.1 **ADDITIONAL DOCUMENTS.** (For Housing Projects Only) The Recipient shall ensure

the preparation, execution, and recording, as needed and applicable, of all the following documents in favor of the Recipient for all contracts with Subrecipients in Recipient's favor, as required by the Authority, in form and substance satisfactory to the Authority:

- (i) Development Agreement that satisfies the requirements of 24 CFR Part 570, including, but not limited to including all the language in 24 CFR 570.503
- (ii) Agreement for Covenants and Restrictions.
- (iii) Mortgage/Lien (as applicable for housing projects)
- (iv) Assignment of Leases and Rents (as applicable for housing projects)
- (v) Uniform Commercial Code (UCC) and Addendum (as applicable for housing projects)

5.2 FILING. (For Housing Projects Only) The Recipient shall file and record (as applicable) in the proper and timely manner any and all Security Instruments noted in 5.1 above that are required by the Authority to be filed or recorded, and promptly provide the Authority with date stamped originals of the filed or recorded documents prior to disbursement of funds.

5.3 OTHER. (For Housing Projects Only) The Recipient shall obtain and provide to the Authority lien searches, a Title Guaranty Certificate with the endorsements required by the Authority, and the HUD closing (Financing) statement (as applicable).

ARTICLE 6

USE OF FUNDS

GENERAL. The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the Recipient's approved "Budget Activity" as found in Attachment B to this Contract.

6.1 PROGRAM INCOME. Unless otherwise agreed to in a signed amendment to this Contract, proceeds generated from the use of CDBG funds are considered program income when the total amount of any CDBG program income received by the Recipient in a fiscal year exceeds \$35,000, at which time the entire \$35,000 and excess are considered program income. Program income received by the Recipient shall be returned to the Authority.

6.3 BUDGET REVISIONS. Budget revisions shall be subject to approval of the Authority through the Contract amendment process. Budget revisions shall be compatible with the terms of this Contract and be of such a nature as to qualify as an allowable cost. Budget revisions requested during the final ninety (90) days of the Contract period will be approved by the Authority only if it determines that the revisions are necessary to complete all activities. The Authority retains the right to amend this contract to reduce the award amount when necessary to achieve an equitable distribution of funds for all areas of the state.

6.4 PROHIBITION ON USE OF FUNDS. No funds provided under this Contract may be used solely for the purchase of equipment or other personal property. Owner acknowledges that Iowa Code section 19.2 prohibits the Authority from expending any moneys appropriated by the general assembly or any other moneys derived from any other source to establish, sustain, support or staff a "diversity, equity, and inclusion office," or to contract, employ, engage, or hire an individual to serve as a "diversity, equity, and inclusion officer," as those terms are defined in Iowa Code section 19.1. Owner agrees and covenants that it will comply with Iowa Code, section 19.2 and will not use any monies received from the Authority under this Contract for any purpose in contravention of section 19.2. In the event Owner is found to knowingly be in violation of this provision, Owner may be required, at the discretion of the Authority, to return all or a portion of the funds received under this Contract, as well as be subject to all other applicable penalties provided by law.

6.5 USE OF FUNDS FOR MATCH. The funds provided under this Contract may be used as matching

requirement, share or contribution for any other Federal program when used to carry out an eligible CDBG activity as authorized by HUD.

6.6 **ADMINISTRATIVE COST LIMITATIONS.** Federal funds used for reasonable administrative costs, as allowed under Federal and State regulations, shall be limited as specified in Attachment B to this Contract.

6.7 [Reserved]

6.8 **COMPLIANCE WITH PROGRAM RULES.** All activities conducted and services performed pursuant to this contract shall be conducted and performed in compliance with the Program Rules.

6.9 [Reserved]

6.10 **FEDERAL FLOOD RISK MANAGEMENT STANDARD FLOODPLAINS.** No funds under this Activity shall be expended with respect to property located in a Federal Flood Risk Management Standard floodplain or equivalent in FEMA's most recent and current data source unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain accordance with Executive Order 11988 and 24 CFR part 55.

6.11 [Reserved]

6.12 **RECAPTURED FUNDS.** Recaptured funds are funds recaptured by the recipient when a housing unit assisted by CDBG funds does not continue to be the principal residence of the assisted homebuyer (i.e., is sold or transferred) for the full Term of Affordability. Recipient will repay all recaptured funds back to the Authority.

6.13 **COST VARIATION.** Recipient will inform the Authority of total cost variations. In the event that the total Activity is less than the amount specified in the Contract and Attachment B to this Contract, the Authority may reduce the amount of CDBG participation at the same ratio to the total Activity cost reduction. The Authority may require the Recipient to return funds should the amount of disbursed funds exceed the reduced CDBG participation amount.

ARTICLE 7

CONDITIONS PRECEDENT TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

7.1 **CONTRACT EXECUTED.** The Contract shall have been properly executed and, where required, acknowledged.

7.2 **COMPLIANCE WITH ENVIRONMENTAL AND HISTORIC PRESERVATION REQUIREMENTS.** Funds shall not be released under this Contract for non-exempt activities until the Recipient has satisfied the environmental review and release of funds requirements set forth in 24 CFR Part 58, "Environmental Review Procedures for the Community Development Block Grant Program" and summarized in the Iowa Community Development Block Grant Management Guide, each to the extent applicable to the Program and not in conflict with the Program Rules. In addition, construction contracts for non-exempt activities shall not be executed and construction shall not begin prior to providing the Authority with documentation of the Recipient's compliance with Section 106 of the National Historic Preservation Act and 36 CFR Part 800, "Protection of Historic Properties." The Recipient shall comply with any Programmatic Agreement between the Iowa Economic Development Authority and the Iowa State Historic Preservation Office, applicable to any activities included in this contract.

7.3 **FINANCIAL COMMITMENTS.** The Recipient shall have submitted a firm written commitment from each source of funds to the Activity identified in the "Budget Activity" as found in Attachment B attached to this contract. Each commitment shall include the amount, terms, estimated time of contributions, and conditions of the financial commitment, as well as any schedules. These commitments must be in a form and amount acceptable to the Authority.

7.4 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until the Authority has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Activity commencement.

7.5 **EXCESSIVE FORCE POLICY.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's policy on protecting individuals engaged in nonviolent civil rights demonstrations from the use of excessive force by law enforcement agencies within its jurisdiction, and enforcing state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction, consistent with the provisions of Section 906 of the National Affordable Housing Act of 1990 and Subsection 104(1) of the Housing and Community Development Act of 1974, as amended.

7.6 **RESIDENTIAL ANTI/DISPLACEMENT AND RELOCATION ASSISTANCE PLAN APPROVAL.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's Residential Anti/Displacement and Relocation Assistance Plan, consistent with the requirements of Section 104(d) of the Housing and Community Development Act of 1974, as amended.

7.7 **CONDITIONS TO DISBURSEMENT FOR A SPECIFIC ACTIVITY.** For each activity included in this grant as identified in the "Budget Activity" found in Attachment B to this Contract, the Recipient shall comply with the corresponding applicable conditions noted in Attachment B to release of funds for that activity.

7.8 **CODE OF CONDUCT.** The Authority, prior to release of funds under this Contract, shall review and approve the Recipient's code of conduct, consistent with 2 CFR 200.318.

ARTICLE 8 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

8.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract and has full power and authority to perform its obligations under this Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board for the execution and delivery of the Contract, have been effectively taken.

8.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Activity provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the Effective Date of the statements and related materials, and no material adverse change has occurred since that date.

8.3 **CLAIMS AND PROCEEDINGS.** No litigation, demand, investigation, claim or proceeding against the Recipient or any affiliate of the Recipient or any other litigation or proceeding directly affecting the Activity is pending or, to the best knowledge of the Recipient, threatened, before any court, administrative agency or other Governmental Authority that would, if adversely determined, have a material adverse effect on the Recipient or the construction, use and operation of the Activity. The Recipient and its Activity Team shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient or any affiliate of the Recipient.

8.4 **DEFAULT.** No default by the Recipient or any affiliate thereof having any relationship with the Activity has occurred or is continuing (nor has there occurred any continuing event which, with the giving

of notice or the passage of time or both, would constitute such a default in any material respect) under any of the financing documents for the Activity or other documents or instruments governing the development, use, occupancy and operation of the Activity.

8.5 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements, or arrangements of any kind which are inconsistent with the Contract.

8.6 **CERTIFICATES, PERMITS AND LICENSES.** All material building, zoning, health, safety, business and other applicable certificates, permits and licenses necessary to permit the construction, use, occupancy and operation of the Activity have been or will, at the time required, be obtained and maintained (other than, prior to completion of construction of the Activity or a specified portion thereof, such as are issuable only upon completion of construction or such specified portion thereof); and the Recipient has not received any notice or has any knowledge of any violation with respect to the Activity of any law, rule, regulation, order or decree of any Governmental Authority having jurisdiction which would have a material adverse effect on the Activity or the construction, use or occupancy thereof, except for violations which have been cured or can be cured within any applicable cure period, and are in the process of being cured, and notices or citations which have been withdrawn or set aside by the issuing agency or by an order of a court of competent jurisdiction.

8.7 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for funding is a complete and accurate representation of the Activity as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date of the Recipient submitted its Application to the Authority.

8.8 **EFFECTIVE DATE.** The covenants, warranties, and representation of this Article are made as of the Effective Date of this contract and shall be deemed to be renewed and restated by the Recipient at the time of each request for reimbursement.

8.9 **DEBARMENT.** The Recipient shall not award a contract to or fund any person or entity or affiliate thereof that has been debarred, suspended, proposed for debarment, or place on ineligibility status by HUD.

8.10 **LOBBYING.** No federal appropriated funds have been paid or will be paid by or on behalf of the Recipient, to any Person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and/or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

8.11 **ANTI-CORRUPTION.** No funds have been paid, by or on behalf of the Recipient, for influencing or attempting to influence an officer or employee of a Member of Congress in connection with a federal contract, grant, loan and/or cooperative agreement benefiting the Recipient. To the best knowledge of the Recipient, the Recipient has complied with all restrictions, certifications and disclosure requirements contained in the Byrd amendment to the fiscal 1990 appropriations measures for the United States Department of the Interior (P.L. 101-121) and with any guidelines and rules issued by any federal entity in connection therewith, if applicable.

8.12 **MONEY LAUNDERING.** The Recipient and all affiliate thereof have not engaged and shall not engage in any act or omission that would violate anti-money-laundering laws, including but not limited to 18 USC § 1956; have complied or will comply with requirements for instituting an anti-money laundering compliance program required under 31 USC § 5318(h) and applicable to all "financial institutions" as defined in 31 USC § 5312(a)(2); and have instituted or will institute policies and procedures and use commercially reasonable due diligence to identify and report Suspicious Transactions to relevant U.S. Government officials. "Suspicious Transactions" that may require reporting include, but are not limited to, (i) individual or related transactions in which a third-party provides payment in U.S. or foreign currency in excess of \$10,000 that may require reporting under 31 USC § 5331 and 26 USC § 6050I; (ii) any

transaction where the Recipient or any affiliate thereof knows, suspects, or has reason to know that the transaction (A) is for an illegal purpose, including but not limited to money laundering; (B) is otherwise an attempt to disguise funds derived from illegal activity or evade reporting requirements under U.S. law; or (C) is suspicious because the transaction appears to serve no business or lawful purpose.

ARTICLE 9

COVENANTS OF THE RECIPIENT

9.1 **AFFIRMATIVE COVENANTS.** Until the Activity has been closed out, audited, and approved by the Authority, the Recipient covenants with the Authority that:

(a). **Activity work and services.** The Recipient shall perform the work and services described in Attachment B by the End Date.

(b). **General reports.** The Recipient shall submit to the Authority any and all financial and performance reports that the Authority deems necessary to comply with the Program Rules, as the same may be amended from time to time. The Recipient acknowledges that HUD may impose additional reporting requirements upon the Authority and/or upon recipients of CDBG Funds and agrees to comply with all such requirements on a timely and complete basis.

(c). **Claims.** The Recipient shall review all Requests for Payment and verify that claimed expenditures are allowable costs. The Recipient shall maintain documentation adequate to support the claimed costs. Recipient shall submit its first request for payment for an eligible CDBG Activity within 6 months after execution of this Contract. After the Recipient has submitted its first request for payment for an eligible CDBG Activity, the Recipient shall continue to submit requests for payment at least every 90 days for each Activity. CDBG funds will be released on a reimbursement basis.

(d). **Specific reports.** The Recipient shall prepare, review and sign the requests and reports as specified below in the form and content specified by the Authority:

Claim/ request for reimbursement	At least every 90 days
Activity status reports	At least every 90 days
Section 3 report, if applicable	Annually
Updates to the Applicant/Recipient Disclosure Report (HUD Disclosure Form 2880)	As needed due to changes
Final claim/ request for reimbursement	Within 30 days prior to End Date
Form 3-D, Final Accomplishments, & Equal Opportunity data	Within 30 days prior to End Date
Audit Report	Within 30 days of receipt
Single Audit Form	Within 30 days of End Date
Other reports as required by rule or requested by the Authority	As needed

(e). **Records.** The Recipient shall maintain all records required by Federal regulations specified in 24 CFR 570.506 that are pertinent to the Activity funded under the Contract. Such records shall include but are not limited to:

(i). Records providing a full description of each Activity undertaken under this Contract.

(ii). Records demonstrating that each program activity undertaken meets a National Objective under the CDBG program.

(iii). Records to determine the eligibility of each Activity.

- (iv). Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance
- (v). Records documenting compliance with
- (vi). Financial records as required by 24 CFR 570.502 and 2 CFR 200
- (vii). Any other records necessary to document compliance with Subpart K of 24 CFR 570.

Recipient will maintain these materials for a minimum of three (3) years beyond the date upon which the Authority's grant with HUD is closed. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

(f). **Access to records.** The Authority reserves the right to inspect and gain access to any and all additional documents which are related to the CDBG Funds in the sole discretion of the Authority.

(g). **Use of grant funds.** The Recipient shall expend funds received under the Contract only for the purposes and activities described in Attachment B of this contract, and as approved by the Authority.

(h). **Documentation of project costs.** The Recipient shall deliver to the Authority, upon request, (i) copies of all contracts or agreements relating to the Activity, (ii) invoices, receipts, statements or vouchers relating to the Activity, (iii) a list of all unpaid bills for labor and materials in connection with the Activity, and (iv) budgets and revisions showing estimated Activity costs and funds required at any given time to complete and pay for the Activity.

(i). **Notice of proceedings.** The Recipient shall promptly notify the Authority of the initiation of any claims, lawsuits or proceedings brought against the Recipient.

(j). **Notice to Authority required.** The Recipient shall notify the Authority of any material alteration in the Activity, initiation of any investigation or proceeding involving the Activity, or any other similar occurrence.

(k). **Certifications.** The Recipient certifies and assures that the Activity will be conducted and administered in compliance with all applicable Federal and State laws, regulations, and orders. Certain statutes are expressly made applicable to activities assisted under the Act by the Act itself, while other laws not referred to in the Act may be applicable to such activities by their own terms. The Recipient certifies and assures compliance with the applicable orders, laws and implementing regulations, including but not limited to, the following, as modified by the waivers and alternative requirements contained in the Program Rules:

- (i) Financial Management guidelines issued by the U.S. Office of Management and Budget, including, but not limited to, OMB Circular A-133 ("Single Audit Act Amendment of 1996"), OMB Circular A-122 ("Cost Principles for Nonprofit Organizations"), OMB Circular A-87 ("Principles for Determining Cost Applicable to Grants and Contracts with State, Local and Federally recognized Indian Tribal Governments"), and 2 CFR part 200, subpart E.
- (ii) Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq.), and regulations which implement these laws.

(iii) [Reserved]

- (iv) Title VI of the Civil Rights Act of 1964 as amended (Public Law 88-352; 42 U.S.C. 2000d et seq.); Title VIII of the Civil Rights Act of 1968 as amended (Public Law 90-284; 42 U.S.C. 3601 et seq.); the Iowa Civil Rights Act of 1965; Chapter 19B.7, Code of Iowa, and Iowa Executive Order #34, dated July 22, 1988; Iowa Code Chapter 216, Presidential Executive Order 11063, as amended by Executive Order 12259; Presidential Executive Order 11246, as amended by Presidential Executive Order 11375; Section 504 of the Vocational Rehabilitation Act of 1973 as amended (29 U.S.C. 794); the Age Discrimination Act of 1975 as amended (42 U.S.C. 6101 et seq.); the Americans with Disabilities Act, as applicable, (P. L. 101-336, 42 U.S.C. 12101-12213); and related Civil Rights and Equal Opportunity statutes; and regulations which implement these laws.
- (v) Fair Housing Act, Public Law 90-284. The Public Fair Housing Act is part of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.); Section 109 of the Title I of the Housing and Community Development Act of 1974, as amended; Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u); and regulations which implement these laws
- (vi) Department of Housing and Urban Development regulations governing the CDBG program, 24 CFR 570, including all Federal law and regulations described in 24 CFR 570, subpart K.
- (vii) Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (PL 101235) and implementing regulation.
- (viii) Requirements for the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821 -4846), as amended, and implementing regulations
- (ix) Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5), where applicable under Section 110 of the Housing and Community Development Act of 1974, as amended; Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); the Copeland Anti-Kickback Act (18 U.S.C. 874); and regulations which implement these laws.
- (x) National Environmental Policy Act of 1969 and implementing regulations.
- (xi) Clean Air and Water Acts (for all contracts over \$100,000)
 - Section 306 of the Clean Air Acts (42 USC 1857(h))
 - Section 508 of the Clean Water Acts (33 USC 1368)
 - Executive Order 1178
- (xii) Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) "Recycled Product and Content
- (xiii) Age Discrimination Act of 1975 (42 USC 1601 et seq);
- (xiv) Americans with Disabilities Act (PM 101-336, 42 USC 12101-12213)
- (xv) National Historic Preservation Act of 1966, as amended (16 USC 70) and the

procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the Activity

- (xvi) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA)(42 U.S.C. 4601 - 4655) and implementing regulations; Section 104(d) of the Housing and Community Development Act of 1974, as amended, governing the residential anti displacement and relocation assistance plan; Section 105(a)(11) of the Housing and Community Development Act of 1974, as amended, governing optional relocation assistance.
- (xvii) Administrative rules adopted by the Authority, 261 Iowa Administrative Code, Chapter 23.
- (xviii) Iowa Civil Rights Act of 1965, Chapter 216
- (xix) Iowa Code Section ss 19B.7
- (xx) Financial and Program Management guidelines issued by the Iowa Economic Development Authority: the Iowa CDBG Management Guide, to the extent applicable to the Program and not in conflict with the Program Rules.
- (xxi) Government wide Restrictions on Lobbying Certification (Section 319 of PL 101-121) and implementing regulations.
- (xxii) Fair Labor Standards Act and implementing regulations
- (xxiii) Hatch Act and implementing regulations
- (xxiv) Citizen participation, hearing and access to information requirements found under 104(a) (2) and 104(a)(3) of the Title I of the Housing and Community Development Act of 1974, as amended.
- (xxv) Subsection 104(1) of the Title I of the Housing and Community Development Act of 1974, as amended, regarding the use of excessive force.
- (xxvi) Build America, Buy America (BABA). The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure Activity. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- (xxvii) Drug- Free Workplace Act.

(l). **Maintenance of Activity property and insurance.** The Recipient and any subrecipient shall maintain the Activity property in good repair and condition, ordinary wear and tear excepted and shall not suffer or commit waste or damage upon the Activity property. The Recipient or subrecipient shall pay for and maintain insurance as is customary in their industry. This insurance shall be in an amount not less than the full insurable value of the Activity property. In addition, the Recipient shall purchase and maintain liability insurance sufficient to afford coverage for any acts for which the

Recipient is required to indemnify the Authority pursuant to this Section 8.1. The subrecipient shall name the Recipient and Authority as a mortgagee and/or an additional loss payee, as appropriate, and the Recipient shall name the Authority as a mortgagee and/or an additional loss payee, as appropriate. The Recipient or subrecipient shall maintain copies of the policies as appropriate.

(m). **Activity photos.** At the Authority's request, Recipient will assist the Authority in obtaining photos of the Activity by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide necessary access to the Activity.

(n). **Subrecipient Contract.** Recipient shall include the provisions of the preceding paragraphs of Article 9 in every subrecipient, contractor, and subcontractor, unless exempt by the State of Iowa, and said provisions will be binding on each subrecipient, contractor, or subcontractor. The Recipient will take such action with respect to any subcontract as the State of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(o). **Compliance with Section 3 Requirements.**

- (i) The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701u) ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and Youthbuild participants, as defined at 24 CFR Part 75 ("Section 3 Regulations").
- (ii) The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Regulations.
- (iii) The Owner agrees to send to each labor organization or representative of workers with which the Owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Owner's commitments under this section of this Contract, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference and shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.
- (iv) The Owner agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in Section 3 Regulations. The Owner will not subcontract with any subcontractor where the Owner has notice or knowledge that the subcontractor has been found in violation of the regulations in Section 3 Regulations.

(v) The Owner will certify that any vacant employment positions, including training positions, that are filled (i) after a contractor is selected but before the contract is executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Owner's obligations under Section 3 Regulations.

(vi) Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

(p). **Negative covenants.** During the contract term, the Recipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly:

(i) Assignment. Assign its rights and responsibilities under the contract

(ii) Administration. Discontinue administration activities under the contract

ARTICLE 10 DEFAULT AND REMEDIES

10.1 **EVENTS OF DEFAULT.** The following shall constitute Events of Default under this Contract:

(a). **Noncompliance.** A breach by the Recipient of any of its representations, covenants, or warranties contained in this Contract or in the performance of any of its obligations under this Contract, in either event that (a) has or might reasonably be expected to have a material adverse impact on the operation of the Activity, and (b) is not cured within 10 Business Days (in the case of a monetary default) or 20 Business Days (in the case of a non-monetary default) following notice of such breach or default from the Authority to the Recipient, provided, however, that if a non-monetary default cannot reasonably be cured within 20 Business Days and the Recipient commences a cure within 20 Business Days and proceeds in good faith to effect such cure thereafter, the cure period with respect to such breach or default shall be extended for up to an additional 30 Business Days.

(b). **Material misrepresentation.** A representation, warranty or statement made or furnished to the Authority by, or on behalf of, the Recipient in connection with this Contract or to induce the Authority to make a grant to the Recipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within thirty (30) days after written notice by the Authority is given to the Recipient.

(c). **Failure to meet End Date.** If the Activity, in the sole judgment of the Authority, is not completed on or before the End Date.

(d). **Lack of capacity.** The Recipient demonstrates a lack of capacity to carry out the approved Project in a timely manner, in the sole discretion of the Authority

(e). **Misspending.** If the Recipient expends Grant proceeds for purposes not described in Attachment B, this Contract, or as authorized by the Authority.

(f). **Violation of law.** A violation of any law, regulation or order applicable to the Recipient or the Project that has or might reasonably be expected to have a material adverse impact on the operation of the Project and is not cured within the applicable cure period, if any, provided in such law, regulation, or order; or

(g). **Gross negligence and fraud.** Gross negligence, fraud, willful misconduct, misappropriation of funds, or criminal activity other than a simple misdemeanor by the Recipient or any affiliate of the Recipient providing services to or in connection with the Recipient or the Activity

(h). **Failure to report.** Repeated or prolonged failure to provide any required reports

(i). **Failure to maintain affordability.** The Activity funded with the CDBG funds fails to maintain the Term of Affordability required by the Program Rules

(j). **Insufficient insurance coverage.** If loss, theft, damage or destruction of any substantial portion of the property of the Recipient occurs for which there is either no insurance coverage or for which, in the opinion of the Authority, there is insufficient insurance coverage.

10.2 **NOTICE OF DEFAULT.** In the event of default, the Authority shall issue a written notice of default providing therein a fifteen (15) day period in which the Recipient shall have an opportunity to cure, provided that cure is possible and feasible.

10.3 **REMEDIES UPON DEFAULT.** If, after opportunity to cure, the default remains, the Authority shall have the right in addition to any rights and remedies specifically to it to do one or more of the following:

(a). Temporarily suspend making payments of CDBG funds under this Contract pending correction of the deficiency or default by the Recipient.

(b). Declare the Recipient and/ or its principals not in good standing with the Authority.

(c). Cease making any further payments of CDBG funds under this contract.

(d). Terminate this contract.

(e). Require immediate repayment of up to the full amount of funds disbursed to the Recipient under this contract, plus interest.

(f). Exercise any other rights and remedies that may be available under law or in equity.

10.4 **FAILURE TO MEET PERFORMANCE TARGETS.** If the Recipient is determined by the Authority to be in default of this Contract due to meeting less than one hundred percent (100%) of its Performance Targets, the Authority may require full Grant repayment or, at its discretion, the Authority may require partial repayment of Grant proceeds which allows partial credit for the performance targets which have been met, or the Authority may require other remedies that the Authority determines to be appropriate.

ARTICLE 11

INCORPORATED DOCUMENTS

11.1 **DOCUMENTS INCORPORATED BY REFERENCE.** The Recipient shall comply with the terms and conditions of this Contract and the following documents which are hereby incorporated by reference:

(a). Attachment A

(b). Attachment B

(c). [Reserved]

(d). [Reserved]

(e). CDBG Management Guide

(f). State Program Administrative Rules

11.2 **ORDER OF PRIORITY.** In the event of a conflict between this Contract or any of the documents listed in Section 11.1 above, the following order of priority shall govern:

- (a). Contract
- (b). [Reserved]
- (c). State Program Administrative Rules
- (d). CDBG Management Guide
- (e). Attachment A
- (f). Attachment B
- (g). [Reserved]

ARTICLE 12

ADDITIONAL PROVISIONS

12.1 **NOTICES.** Except as otherwise specifically provided herein, all notices, demands or other communications hereunder shall be either through IowaGrants or in writing and shall be deemed to have been given (i) two Business Days after being deposited in the United States mail and sent by certified or registered mail, postage prepaid, (ii) one Business Day after being delivered by a nationally recognized overnight delivery service, (iii) on the Day delivered personally, in each case, to the parties at the addresses set forth below or at such other addresses as such parties may designate by notice to the other parties:

(a). If to the Authority, at Iowa Economic Development Authority, Attn: CDBG Program Manager, 1963 Bell Avenue, Suite 200, Des Moines, Iowa, 50315

(b). If to the Recipient, City of Ottumwa, Attn: Mayor, 105 East 3rd Street, Ottumwa, Iowa, 52501.

12.2 **RULES OF CONSTRUCTION.** Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Contract:

(a). Words importing the singular number include the plural number, and words importing the plural number include the singular number.

(b). Words of the masculine gender include correlative words of the feminine gender and vice versa.

(c). The table of contents and the headings or captions used in this Contract are for convenience of reference and do not constitute a part of this Contract, nor affect its meaning, construction, or effect.

(d). Words importing persons include any individual, corporation, partnership, limited liability company, non-profit corporation, joint venture, association, joint stock company, trust, unincorporated organization, government or agency or political subdivision thereof.

(e). Any reference in this Contract to a particular "Article," "Section," or other subdivision shall be to such Article, Section, or subdivision of this Contract unless the context shall otherwise require.

(f). Each reference in this Contract to an agreement or contract shall include all amendments, modifications and supplements, to such agreement or contract unless the context shall otherwise require.

(g). When any reference is made in this document or any of the schedules or attachments attached hereto to the Contract, it shall mean this Contract, together with all other schedules and attachments attached hereto, as though one document.

12.3 **BINDING PROVISIONS.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, legal representatives, successors and assignees of the respective parties hereto, except in each case as expressly provided herein to the contrary in this Contract.

12.4 **ASSIGNMENTS.** This contract and any proceeds from the CDBG award may not be assigned, pledged, hypothecated, transferred, mortgaged or otherwise conveyed to any Person or Entity(ies) without obtaining prior consent from the Authority.

12.5 **WAIVERS.** No waiver by the Authority of any Event of Default hereunder shall operate as a waiver of any other Event of Default or of the same Event of Default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

12.6 **ABSENCE OF RIGHTS IN THIRD PARTIES.** No provision of this Contract shall be construed in any manner so as to create any rights in Persons or Entities that are not a party to this Contract other than the Tax Credit Investor and Lender where it is specifically given rights in this Contract. The provisions of this Contract shall be interpreted solely to define specific duties and responsibilities between the Recipient and the Authority and shall not provide any basis for claims of any other Person or Entity(ies).

12.7 **APPLICABLE LAW.** This Contract shall be interpreted in accordance with the laws of the State, and any action relating to the Contract shall only be commenced in the Iowa District Court for Polk County. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity in state or federal court, which may be available to the Authority or the State. By signing this Contract, the Recipient waives the right to jury trial in the event of any legal proceedings.

12.8 **ENFORCEMENT EXPENSES.** The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

12.9 **COUNTERPARTS.** This Contract may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto. Any counterpart of this Contract, which has attached to it separate signature pages which together contain the signatures of all the parties hereto or is executed by an attorney in fact on behalf of some or all of the parties, shall for all purposes be deemed a fully executed instrument.

12.10 **SURVIVAL.** All representations, warranties, and indemnifications contained herein shall survive the termination of this Contract.

12.11 **SEPARABILITY OF PROVISIONS; RIGHTS AND REMEDIES; ARBITRATION; CONSISTENCY WITH PROGRAM REQUIREMENTS.**

(a). Each provision of this Contract shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Contract which are valid.

(b). Unless otherwise specifically provided herein, the rights and remedies of any of the parties hereunder shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. Each of the parties confirms that damages at law may be an inadequate remedy for breach or threat of breach of any provisions hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threat of breach of any provision hereof, it being the intention by this paragraph to make clear that under this Contract the respective rights and obligations of the parties shall be enforceable in equity as well as at law or otherwise.

(c). The provisions of this Contract are intended to implement CDBG in accordance with Program Requirements and shall be interpreted consistently therewith. In the event of any conflict between the provisions of this Contract and the Program Requirements, the Program Requirements shall govern, and, to the extent necessary, the inconsistent provisions of this Contract shall be without effect.

12.12 **AMENDMENT.** This Contract may only be amended through written request to and written prior approval from the Authority by a written amendment executed by all parties hereto.

(a). This Contract is this Contract is subject to any change in the Act or any change in any applicable federal, state or local laws, regulations, rules or policies. The Authority may unilaterally modify in writing the Contract at will in order to accommodate any above referenced change and deliver such amendment to this Contract to the Recipient. Failure by the Authority to notify Recipient of such changes does not negate the Recipient's responsibility to comply with changes in the Act and any applicable federal, state or local laws, regulations, rules or policies.

(b). The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the Authority's original funding decision. Activity budget revisions shall be subject to approval of the Authority through the contract amendment process. In no instance shall the Authority be obligated to provide additional CDBG Funds for the Activity if the Recipient finds total costs will exceed those previously identified. Budget revisions shall be compatible with the terms of this Contract and of such a nature as to qualify as an allowable cost. Budget revisions requested will be approved if the Authority determines that the revisions are necessary to complete the Activity.

12.13 **INDEPENDENT CONTRACTOR/ INDEMNIFICATION.** It is expressly understood and agreed by the parties hereto that the Authority is contracting with the Recipient as an independent contractor, and that Recipient, as such, agrees to hold harmless and to indemnify the State of Iowa, the Authority and its members, members of its Board of Directors, officers, employees, agents, elected and appointed officials, and successors and assigns from and against any and all obligations, losses, costs, damages, deficiencies, demands, expenses and liabilities of any nature or kind including, but not limited to, attorney's fees (including the value of time of the Attorney General's office), litigation and court costs, costs of investigations, costs of settlement, amounts paid in settlement, and amounts paid to discharge judgment against an indemnified party, whether directly or indirectly, fines, arising or resulting from, directly or indirectly, or on account of, (i) the financing, acquisition, construction and/or rehabilitation, sale, management or operation of the Activity; (ii) any noncompliance or failure to perform any covenant related to this Activity (whether or not cured); (iii) any breach of a representation, warranty or covenant herein or in any other document; (iv) any other act or omission (whether or not cured) constituting a failure in compliance, or (v) the enforcement by the Authority, its successors and assigns of the Authority's rights and remedies under this Agreement.

12.14 **CONFLICT OF INTEREST.** The conflict of interest provisions found at 24 CFR 570.611 shall apply in the conduct of the CDBG program. In the procurement of property and services by the Recipient or any Recipient Parties, the conflict of interest provisions in 2 CFR Part 200, as appropriate, shall apply.

12.15 **NON-DISCRIMINATION.** The Recipient shall ensure that no person shall on the grounds of race, color, religions, sex, sexual orientation, handicap, familial status, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or Activity funded in whole or in part with funds provided under this Contract.

12.16 **INFORMATION REQUESTS.** The Recipient shall promptly provide the Authority any information relating to the Activity as may be reasonably requested by a federal or state agency (including HUD) for purposes of Program Requirements. Communication and details concerning this Contract and any information requests pursuant to the Program Requirements and this Contract shall be directed to the following persons and the contact persons listed with this Section may be changed upon 14 Days written notice to the other party.

Iowa Economic Development Authority
CDBG Team Leader
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

515.348.6217

12.17 **INTEGRATION.** This Contract and the related documents contain the entire understanding between the Recipient and the Authority and any representations that may have been made before or after the signing this Contract and related documents, which are not contained therein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Contract and related documents.

12.18 **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the performance of the terms of this Contract and related documents.

12.19. **IOWAGRANTS.GOV.** The Authority reserves the right to require the Recipient to utilize the lowagrants.gov system or a similar system to conduct business associated with this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: OTTUMWA

BY:

B-F-E
Mayor Benjamin Foote
105 East Third Street
Ottumwa, Iowa 52501

Christina Reinhard
Christina Reinhard, City Clerk

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Deborah Durham, Director

ATTACHMENT A

GENERAL CDBG PROVISIONS

1.0 AUDIT REQUIREMENTS.

(a). The Recipient shall ensure that an audit is performed in accordance with the Single Audit Act Amendment of 1996; OMB 2 CFR part 200, subpart E; and OMB 2 CFR part 200, subpart F, as applicable; and the Iowa CDBG Management Guide.

(b). As a condition of the grant to the Recipient, the Authority reserves the right to require the Recipient to submit to a post Project Activity completion audit and review in addition to the audit required above.

2.0 **COMPLIANCE WITH LAWS AND REGULATIONS.** The Recipient shall comply with all applicable State and Federal laws, rules, ordinances, regulations and orders including all Federal laws and regulations described in 24 CFR subpart K.

3.0 **UNALLOWABLE COSTS.** If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process, that the Recipient has expended funds which are unallowable, the Recipient will be notified of the cost questioned and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid by the Authority are unallowable under the terms of the Contract, the expenditures will be disallowed, and the Recipient shall repay to the Authority any and all disallowed costs.

4.0 **REAL PROPERTY ACQUIRED OR IMPROVED WITH CDBG FUNDS.** Real property under the Recipient's control in excess of \$25,000 and equipment that was acquired or improved in whole or in part with CDBG funds shall be used to meet one of the National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of the Agreement. If Recipient fails to use CDBG assisted real property that meets a National Objective during the five (5) year period the Recipient shall pay the Authority an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition or improvement to the real property.

5.0 TERMINATION.

(a). For cause. The Authority may terminate the Contract in whole or in part whenever the Authority determines that the Recipient has failed to comply with the terms and conditions of the Contract.

(b). For convenience. The Parties may terminate the Contract in whole or in part when all parties agree that the continuation of the Activity would not produce beneficial results commensurate with the future disbursement of funds.

(c) Due to reduction or termination of CDBG funding. At the discretion of the Authority, the Contract may be terminated in whole or in part if there is a reduction or termination of CDBG funds to the State.

6.0 PROCEDURES UPON TERMINATION.

(a). Notice. The Authority shall provide written notice to the Recipient of the decision to terminate, the reason(s) for termination, and the effective date of the termination. If there is a partial termination due

to a reduction in funds, the notice will set forth the change in the funding and the changes in the approved Budget Activity as described in Attachment B. The Recipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of noncancelable obligations in which the Authority determines were properly incurred prior to notice will be allowable costs.

(b). Rights in products. All finished and unfinished documents, data, reports or other material prepared by the Recipient under the Contract shall, at the Authority's option, become property of the Authority.

(c). Return of funds. The Recipient shall return to the Authority all unencumbered funds within one week of receipt of the notice of termination. Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring or close out procedures shall be returned to the Authority within thirty (30) days.

7.0 ENFORCEMENT EXPENSES. The Recipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of its attorneys, experts, and agents in connection with the exercise or enforcement of any of the rights of the Authority under this Contract.

8.0 LEAD BASED PAINT. The Recipient shall comply with requirements of the Notification, Evaluation, and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule (24 CFR Part 35, et al.); Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 - 4846), as amended, and implementing regulations.

9.0 LIMIT ON RECOVERY OF CAPITAL COSTS. The Recipient will not attempt to recover any capital costs of public improvements assisted in whole or part under this Contract by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under this Contract are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Housing and Community Development Act of 1974, as amended, or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income who are not persons of very low income, the Recipient has certified to the Authority that it lacks sufficient funds received under Title I of the Housing and Community Development Act of 1974, as amended, to comply with the requirements of this clause.

10.0 FEDERAL GOVERNMENT RIGHTS. If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

11.0 FRAUD AND WASTE. The Authority has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted.

12.0 PROHIBITED ACTIVITIES. In accordance with 24 CFR 570.207(a), the following activities may not be assisted with CDBG funds:

- (a). Buildings or portions thereof used for the general conduct of government, as defined at § 570.3(d). This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition

cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(b). General government expenses. Except as otherwise specifically authorized in this subpart or under 2 CFR part 200, subpart E, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance.

(c). Political activities. CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

13.0 ADDITIONAL REQUIREMENTS REGARDING ACTIVITIES. The Recipient:

(a). Shall not use grant funds to promote "gender ideology" as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

(b). Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

(c). Certifies it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

(d). Shall not use any grant funds to fund or promote elective abortions, as required by Executive Order (E.O.) 14182, Enforcing the Hyde Amendment.

(e). Must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646)(PRWORA) and any applicable requirements that HUD, the Attorney General or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

(f). May not use funds in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

(g). Must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

(h). May not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation or exercise.

14.0 LIQUIDATED DAMAGES. The Recipient shall include in all contracts and subcontract language that include the provision for contractors to be liable for Liquidated Damages for project delays or labor laws. Recipient shall define a specified period of performance and the defined fiscal penalty of the contracted Work exceeding the established period of performance or for a violation of labor laws.

**ATTACHMENT B
PROJECT DESCRIPTION AND BUDGET**

Recipient: Ottumwa

Contract number: 25-WS-030

Contract dates: 01/01/2026-12/31/2028

Project Description:

Sewer Cleaning and CIPP Lining, Protrusion Removals, CIPP End Seals.

National Objective: Low Moderate Income Area

Project Budget:

Activity	Performance Targets	CDBG Amount	Local Amount	Total
55-Sanitary Sewer Improvements	54%	\$451,000	\$632,300	\$1,083,300
181-Administration	N/A	\$40,000		\$40,000
TOTAL		\$491,000	\$632,300	\$1,123,300

Sources of local funding:

Funding source	Amount
Other	\$632,300
TOTAL	\$632,300

Conditions to Disbursement: Recipient will provide the following documents to the authority prior to the release of CDBG funds:

General:

- Completion of Environmental Review and evidence of a signed Release of Funds letter;
- CDBG compliant consultant/contractor contracts;
- CDBG compliant plans & specifications prior to bids (as applicable);
- Iowa Economic Development Authority-approved Davis-Bacon wage rates (as applicable);
- Locality approval of plans & specifications (for construction projects)

Infrastructure Projects:

- Water / Sewer / Storm:
 - Iowa DNR Approval of project plans & specifications;
 - Iowa DNR Water / Sewer Construction Permit;
 - Iowa DNR Water Quality permit (greater than 1 acre disturbance)

received
1.14.26 230

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jan 20, 2026

Administration

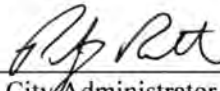
Department

Mayor Ben Foote

Prepared By

Admin Phil Rath

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 18-2026, A Resolution to Accept the Invocation Policy.

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution 18-2026

DISCUSSION:

The United States has began official government meetings with an invocation since its beginning. This established and important part of official proceeding has been adopted and used in a large majority of State governments, include the State of Iowa. Furthermore, many cities throughout the State of Iowa also include an invocation as part of their official proceedings. Beginning each council meeting with an invocation brings an opportunity to include our Creator into our decision making, start with a blessing for our City and additional guidance towards our decisions. Giving an opportunity for our local churches and the congregates to come together, united in giving a blessing over the City of Ottumwa and our citizens.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed: No

RESOLUTION NO. 18-2026

RESOLUTION ESTABLISHING POLICY RELATED TO THE PROCESS AND PROCEDURES FOR
PROVIDING AN INVOCATION AS PART OF CITY COUNCIL MEETINGS

WHEREAS, at the beginning of each council meeting it is established practice to begin each council meeting with the reciting of the Pledge of Allegiance, and

WHEREAS, it is an established practice throughout the history of our nation and the State of Iowa, along with many towns and cities in the State of Iowa to begin official proceedings with an invocation, and

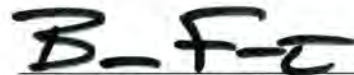
WHEREAS, it is appropriate to begin meetings of decisions for the City of Ottumwa with additional guidance and blessing for the city and all its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: the attached Consideration and Issuance of Invocation Policy be adopted, and

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

PASSED, APPROVED and ADOPTED this 20 day of January 2026.

CITY OF OTTUMWA, IOWA



Benjamin Foote, Mayor

ATTEST:



Christina Reinhard, CMC, City Clerk





City of Ottumwa Invocation Policy

The Pledge of Allegiance has been an established part of the City of Ottumwa Council meetings. The Pledge of Allegiance is also an established opening to legislative sessions of local, state and federal government and has been throughout the history of the United States. Federal legislative sessions open with prayer and have done so since the first Congress under the Constitution. A large majority of States, including the State of Iowa, follow this same example. At official city council meetings, an invocation will be given as an opening part of the meeting after the meeting is called to order and prior to the Pledge of Allegiance, which precedes the roll call.

This policy is not intended, and shall not be implemented or construed in any way to affiliate the City Council with, nor express the Council's endorsement or preference for any faith or religious denominations. Rather, this policy is intended to acknowledge and express the City Council's respect for the diversity of both organized and unorganized religious denominations, as well as other faiths, belief systems, or the lack thereof, represented and practiced among the citizens of the City of Ottumwa.

To ensure that invitational speakers are selected without preference to any specific religion, belief, faith, or ideology, from amongst a diverse pool of Ottumwa citizens, volunteers shall be selected according to the following procedure:

1. The invocation shall be voluntarily delivered, without compensation, by any person who is a resident of Ottumwa and on the list of volunteers, which shall be maintained by the Mayor. The Mayor shall include any resident on the list upon submission of written request including the person's local address and contact information, including e-mail.
2. Within thirty (30) days of the adoption of this policy, and on or about July 1 of each calendar year thereafter, the Mayor shall e-mail one invitation addressed to potential volunteer groups for delivery of the invocation and will also enable submitting a request to volunteer to provide the invocation on the City's website. The invitation shall state the following:
 - a. The City Council makes it a policy to invite residents of the City of Ottumwa to voluntarily offer an invocation or prayer not to exceed two minutes in length before the beginning of its meetings.
 - b. If you are willing to assist the City Council in this regard, please send a reply at your earliest convenience to the Mayor. Volunteer invitational speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's regularly scheduled meetings for the upcoming fiscal year are listed on the following, attached page. If you have a preference among the dates, please state that request in your written reply.



- c. This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. The City requests that the content of the invocation align with a tone suitable for conducting the business of the City.
 - d. To maintain a spirit of respect and ecumenism, the City Council requests only that the opportunity not be exploited as an effort to proselytize, i.e., convert others to the particular faith of the speaker, nor to disparage any faith or belief different than that of the speaker.
3. All requests shall be submitted through the City of Ottumwa's website with a timestamp showing when received. The Mayor shall schedule and notify the volunteer, by email, of the date and time the speaker should be prepared to offer the invocation or prayer. The notice shall remind the speaker of the duty not to proselytize nor disparage others' religions, faiths, beliefs, or lack thereof, and of the two-minute time limitation.
 4. No invitational speaker shall be scheduled to offer an invocation at consecutive meetings, or at more than three Council Meetings in any calendar year.

If the person scheduled to provide the invocation is unable to attend as scheduled, it is the option of the Mayor to forgo the invocation or to have the Council observe a moment of silence.

Invocations should be given in a solemn and respectful tone which lends gravity to the City Council's proceedings and invites the City Council to reflect upon shared ideals and common ends as they embark on the task of governing. Invocations are not to be treated as public comment periods. Invocations shall comply with the following:

1. The deliverer shall not disparage or vilify any other religions or beliefs.
2. The deliverer is not to proselytize or attempt to recruit or persuade others to join their faith, church or other religious organization.
3. No member of the City Council, City employee, or any other person in attendance at a meeting shall be required to participate in any invocation that is offered.
4. Neither the City Council, Mayor, City Clerk, nor City staff shall engage in any prior inquiry, review of, restriction, or involvement in, the content of any prayer or invocation to be offered.
5. The deliverer is to approach the podium used for public address when prompted by the Mayor that the meeting is in session and the invocation will



be given. The deliverer is to face the Mayor, Administrator, Clerk and Council when delivering their invocation.

6. It is requested that the invocation be concise and not exceed two minutes in length.
7. Any invitational speaker who violates this policy shall be subject to disqualification from offering future invocations by official notice from the Mayor.
8. If a speaker wishes to appeal the disqualification, he or she must file an appeal with the city clerk in writing within ten days of the date provided on the Mayor's disqualification notice.

received
1.15.26 12pm

Item No. I.-7.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: January 20, 2026

Engineering
Department

Phillip Burgmeier
Prepared By

Phillip Burgmeier

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #20-2026. Approving Professional Services Agreement between the City of Ottumwa and WHKS for professional engineering services for the Water Pollution Control Facility and authorizing the Mayor to sign the 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 #20-2026.

DISCUSSION: This agreement will provide professional engineering services relating to the WPCF Facility Plan, Nutrient Reduction Update and Optimization Study.

Compensation for WHKS will be based on the following estimated fees:

Meetings	\$ 3,260 including expenses
Facility Plan	\$26,600 lump sum
Optimization Assistance	\$19,140 including expenses
Nutrient Reduction	\$ <u>5,800</u> lump sum
Estimated Total:	\$54,800

RESOLUTION NO. 20-2026

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF OTTUMWA AND WHKS AND
AUTHORIZING MAYOR TO SIGN THE AGREEMENT

WHEREAS, This agreement will provide for professional services for the WPCF Facility Plan, Nutrient Reduction Update and Optimization Study; and

WHEREAS, Total compensation to WHKS is estimated to be \$54,800.

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

APPROVED, PASSED, AND ADOPTED, this 20th day of January 2026.

CITY OF OTTUMWA, IOWA



Benjamin Foote, Mayor

ATTEST:



Christina Reinhard, City Clerk



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Ottumwa Water Pollution Control Facility** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **WPCF Facility Plan, Nutrient Reduction Update, and Optimization Study**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Study phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Item 1 (Meetings): Billed Hourly with an estimated fee of \$3,260. Expenses billed as noted below.

Item 2 (Facility Plan): Lump Sum amount of \$26,600 including expenses.

Item 3 (Optimization Assistance): Billed Hourly with an estimated fee of \$19,140. Expenses billed as noted below.

Item 4 (Nutrient Reduction Update): Lump Sum \$5,800 including expenses.

Total Estimated Fee (Items 1-4): \$54,800. Expenses billed at actual cost and mileage at current published IRS rate per mile. External expenses included an administrative charge of 10 percent.

Executed this 20 day of January, 2026

City of Ottumwa, IA

By:

A handwritten signature in black ink, appearing to read "B-Foote".

Printed Name: Benjamin Foote

Title: Mayor

WHKS & co.

By:

A handwritten signature in blue ink, appearing to read "Derek J Thomas".

Printed Name: Derek J Thomas, PE

Title: Vice President

Exhibit A to Professional Services Agreement

A. Project Description:

The project, as defined for this agreement, is to perform the following tasks for the City of Ottumwa, Iowa Water Pollution Control Facility (WPCF).

1. **Facility Plan:** The Facility Plan will evaluate the facility's existing treatment processes to quantify available reserve capacity and assess the impact of recent CSO separations. The Facility Plan will include a condition assessment of existing process structures and equipment to determine their current condition and anticipate remaining useful life. The findings will be summarized in a Facility Plan report.
2. **Plant Optimization Assistance:** The Plant Optimization Assistance will identify potential improvements and operational changes to improve plant efficiency and operational flexibility specifically related to plant process isolation, aeration systems, solids digestion, and plant automation. This item will be performed on an as-requested basis.
3. **Nutrient Reduction Update:** The Nutrient Reduction Update will evaluate nutrient reduction alternatives and provide an analysis of these alternatives on sewer rates. The findings will be summarized in a Nutrient Reduction Update report.

B. Scope of Services Provided Under This Agreement:

1. **Project Management and Meetings**
 - Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
 - Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
 - Hold kick-off meeting with Client to discuss the project and review the scope.
 - Attend two (2) meetings with the Client to review preliminary and final report recommendations.
 - Attend one (1) additional meeting with the Client, upon the Client's request, to present the final recommendations of the report.
2. **Facility Plan**
 - Collect and review historic data:
 - i. Collect and review available information (studies, maps, reports, flow records, plans, IDNR correspondence, etc.) relating to the Facility.
 - ii. Review existing project information, including construction plans and operation and maintenance manuals, provided by the Client.

- iii. Review historical flows and loadings data for the past 10 years, including monthly operating reports, sampling data, and maintenance logs provided by the Client.
- Perform an assessment of the capacities and condition of existing treatment process structures and equipment and their ability to meet current and future anticipated NDPES permit limits. The condition assessment will be limited to visual inspections of equipment and structures and input provided by the Client on current operating conditions. This assessment will not include a detailed review of structural calculations or testing of existing structures, equipment, or electrical systems.
- Develop preliminary cost opinions for identified improvements.
- The study development process will include a series of meetings with WPCF staff to discuss and refine recommendations prior to development of the final report. Meetings are included in Item 1 above.
- Prepare a written report that will include the following:
 - i. Summary of existing and estimated future flows and loads. Future flows and loadings for the next 20 years will be estimated based on a review of past population growth and projected population and industrial growth based on input from City staff.
 - ii. Summary of existing conditions and anticipated remaining useful life of each major treatment process.
 - iii. Summary of capacities of existing treatment processes.
 - iv. Summary of recommended improvements to address age related equipment replacements and repairs.
 - v. An Engineer's Opinion of Probable Construction Costs for recommended improvements and recommended implementation schedule.
- Provide three (3) bound copies of the report.

3. Plant Optimization Assistance

- Provide technical assistance and troubleshooting in making operational changes on an as-requested basis. Tasks may include evaluating improvements to:
 - i. optimize plant process isolation
 - ii. aeration systems
 - iii. solids digestion
 - iv. plant automation.
- WHKS will perform modeling with wastewater treatment plant software as part of this task to evaluate potential operational changes.
- Fee based on 32 hours engineering and 80 hours of BioWin modeling.

4. Nutrient Reduction Update

- Prepare a written report that will include the following:
 - i. Evaluation of nutrient reduction upgrade alternatives.
 - ii. Preliminary cost opinions for nutrient reduction alternatives.
 - iii. Economic analysis of nutrient reduction alternatives on sewer rates. This analysis is a feasibility-level economic analysis to meet Iowa Department of Natural Resources requirements for Nutrient Reduction Studies. The analysis relies on rate and financial information provided by the Client. This is not a detailed rate study analysis.

- iv. An Engineer's Opinion of Probable Construction Costs for recommended improvements and recommended implementation schedule.
- Provide three (3) bound copies of the report.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Detailed structural evaluations and testing.
2. Detailed analysis and testing of electrical systems.
3. Preliminary and Final Design of any recommended improvements
4. Evaluations of existing collection systems, lift stations, or other wastewater handling and treatment systems other than those identified above.
5. Sewer Rate Studies
6. Land surveying and platting
7. Easement research, plats or descriptions
8. Negotiation for easements or land acquisition
9. Special assessment assistance
10. Quality control testing and construction materials testing
11. Permits other than those identified above
12. Funding assistance, including grant and/or loan applications
13. Wetland Delineations or mitigation plans
14. Floodplain and hydraulic/hydrologic modeling
15. Water and/or sanitary sewer rate studies
16. Geotechnical design/recommendations
17. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
18. National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
19. Structural evaluation and/or design
20. Attendance at additional meetings (other than those listed above)
21. Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings and project close-out services

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

received
11-18-25 8Am

TABLE

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 18, 2025

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 201-2025 - Resolution Approving and Adopting a Revised Building and Facility Security Policy for the City of Ottumwa

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 201-2025

DISCUSSION: One of the reasons for the renovation of city hall was to increase the facility security for employees and public assets, similar to other buildings and facilities throughout the city. Upon review of how other municipal entities addressed this, an outdated, general facility security policy was identified. The attached policy provides an update which outlines the procedures for how the City will manage access to secure areas within municipal buildings and facilities. In addition to security, the policy is aimed to aid in limiting the spread of illness, enhancing operational efficiency, achieving regulatory compliance and other areas.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed:

GALLOWAY MOVED, SECONDED BY MCANTIRE TO TABLE ITEM
MOTION CARRIED 4-1. AYES: REID, GALLOWAY, HOFFMAN, MCANTIRE. NAYS:
CAVINNESS.

RESOLUTION NO. 201-2025

RESOLUTION APPROVING AND ADOPTING A REVISED BUILDING AND FACILITY SECURITY POLICY FOR THE CITY OF OTTUMWA

WHEREAS, the City of Ottumwa is committed to providing and maintaining a safe and secure workplace for all employees, visitors and public assets; and

WHEREAS, it is a best practice to have a policy to prevent the unauthorized access of secure areas in order to: reduce the risk of data breaches, achieve regulatory compliance, enhance operational efficiency, ensure the safety of employees and visitors, limit the spread of illness, and provide better visibility and control over who has access to various resources; and

WHEREAS, the City of Ottumwa has a general, outdated policy outlining the procedures for managing access to secure areas within municipal buildings and facilities; and

WHEREAS, the attached policy has been drafted to update the procedures for managing access to secure areas within municipal buildings and facilities.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the City's Building and Facility Security Policy is hereby adopted and that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 18th day of November, 2025.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

TABLED

RESOLUTION NO. 201-2025

RESOLUTION APPROVING AND ADOPTING A REVISED BUILDING AND FACILITY SECURITY POLICY FOR THE CITY OF OTTUMWA

WHEREAS, the City of Ottumwa is committed to providing and maintaining a safe and secure workplace for all employees, visitors and public assets; and

WHEREAS, it is a best practice to have a policy to prevent the unauthorized access of secure areas in order to: reduce the risk of data breaches, achieve regulatory compliance, enhance operational efficiency, ensure the safety of employees and visitors, limit the spread of illness, and provide better visibility and control over who has access to various resources; and

WHEREAS, the City of Ottumwa has a general, outdated policy outlining the procedures for managing access to secure areas within municipal buildings and facilities; and

WHEREAS, the attached policy has been drafted to update the procedures for managing access to secure areas within municipal buildings and facilities.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the City's Building and Facility Security Policy is hereby adopted and that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 18th day of November, 2025.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

Building & Facility Security Policy

The City of Ottumwa is committed to maintaining a safe and secure workplace for all employees, visitors, and public assets. This policy applies to all municipal buildings, facilities, and offices and is applicable to employees and all non-employees including members of the public, contractors, vendors and guests who enter a City of Ottumwa facility.

PURPOSE

The purpose of the City of Ottumwa Secure Access Policy is to outline the procedures for how the City manages access to secure areas within City buildings and facilities. This policy has been adopted to prevent the unauthorized access of secure areas in order to: reduce the risk of data breaches, achieve regulatory compliance, enhance operational efficiency, ensure the safety of employees and visitors, limit the spread of illness, and provide better visibility and control over who has access to various resources.

DEFINITIONS

Authorized Personnel	Any employee who has a permanent office or work space within the building or facility, Ottumwa Police Department employees, any employee considered MAINTENANCE PERSONNEL, or members of the City Council and Mayor.
Common Area	Spaces open to the public, like lobbies and public meeting rooms. Anyone can use these spaces while the facility is open as long as their activities do not disrupt business or violate any other City policy.
Escort	AUTHORIZED PERSONNEL responsible for supervising and accompanying a VISITOR of the building or facility.
Maintenance Personnel	This includes vendors and employees who provide routine and emergency maintenance within City buildings and facilities. This includes janitorial services, maintenance of mechanical or technological equipment as well as the replacement of disposable goods (e.g. filters and bulbs).
Secure Area	Places in City buildings and facilities such as server rooms, private offices, and/or storage areas that contain sensitive information or equipment. Access is limited to AUTHORIZED PERSONNEL and their monitored guests.
Visitor	Any employee, citizen, contractor or other individual(s) who does not have a permanent office, work space, or reports to the specific location they are visiting.

POLICY

1. All reasonable precautions will be taken to prohibit unauthorized access to SECURE AREAS in City owned buildings and facilities.
2. All buildings and outdoor equipment not monitored on a 24 hour per day basis will be kept locked while unattended.
3. Damage to buildings, property, security gates, fences, signs, locks, etc. shall be repaired promptly.

4. Access to SECURE AREAS is limited to AUTHORIZED PERSONNEL and monitored VISITORS.
5. Employees must have appropriate credentials (e.g., key cards, biometric access, mechanical keys) to enter SECURE AREAS.
6. All areas deemed secure and sensitive will be clearly marked with appropriate signage indicating "Authorized Access Only."

VISITOR MANAGEMENT

- 1) MAINTENANCE PERSONNEL may access SECURED AREAS as needed, based upon their responsibilities, and must follow safety guidelines. Vendors who need to be left alone in SECURED AREAS to complete their maintenance work should be approved by the highest ranking employee of the building or their designee prior to being left unattended. When authorized to work unattended, MAINTENANCE PERSONNEL shall check in and out with the approving entity or their designee when entering or leaving the building or facility. This is to ensure all individuals are accounted for in the case of an emergency situation.
- 2) VISITORS are welcome in common areas; however, they must have an ESCORT when entering SECURED AREAS.
 - To gain access to a SECURE AREA, VISITORS should either contact the individual directly upon arrival or identify who they wish to meet with by speaking to the employee at the entrance and/or utilizing the phone and directory (where available).
 - VISITORS who are granted access will be greeted by AUTHORIZED PERSONNEL to escort them to their destination.
 - VISITORS should not be left alone in secure areas and are to be accompanied at all times while traveling through SECURE AREAS.
 - Host employees are responsible for ensuring their VISITORS comply with safety and confidentiality rules and regulations.
- 3) To maintain a professional work environment, VISITORS are encouraged to refrain from long personal visits during work hours. Exchanges of brief pleasantries are acceptable, but extended non-work conversations should be reserved for break periods and take place in common areas or designated break spaces to minimize distractions to the employee and/or co-workers.
- 4) In the event of an emergency, all VISITORS must follow the evacuation or shelter-in-place procedures for the building or facility.

IDENTIFICATION BADGES

As a vital part of our security system, a City of Ottumwa identification badge with your name, photo and department will be issued to each employee. Your City-issued ID badge helps keep our facilities secure and may provide employee access to areas they are authorized to enter. The badge also helps identify you as an employee of the City of Ottumwa to other employees who may not otherwise know you or your employment status.

- 1) Unless completing a safety sensitive work assignment, employees are encouraged to wear identification badges in an area which is clearly visible to others. Employees who are unable or unwilling to visibly wear their ID badge must carry it on them and be able to produce it upon request.

- 2) Employees will be provided a professional badge holder when they are provided their ID. Employees are welcome to use a personalized holder as long as it is appropriate for the workplace. Badge holders which are offensive, distracting, or unprofessional should be avoided.
- 3) If your identification badge is lost or stolen, the employee is to report the loss to Human Resources or Info Tech as soon as possible so a replacement can be issued and security measures can be taken to address the affected facilities.
- 4) Frequent issues with lost or damaged badges, or failure to wear them appropriately may lead to disciplinary action.

Upon separation from the City, employees will be required to return ID badges to their supervisor or Human Resources department. At the time of separation the supervisor shall inform their department head, who shall notify the City Administrator, Info Tech, and Human Resources.

TRAINING AND AWARENESS

- 1) Employees will receive training on the importance of security and access control procedures during onboarding, with routine updates following and when major revisions to the policy occur.
- 2) Employee observations of any unauthorized attempts to access SECURE AREAS should be reported to their supervisor immediately.

CONSEQUENCES OF POLICY VIOLATION

- 1) Any employee found violating this policy may face disciplinary action, which could include termination, depending on the severity of the violation.
- 2) Visitors who fail to adhere to this policy may be asked to leave the premises and could be restricted from future visits.

REVIEW AND AMENDMENTS

- 1) This policy will be reviewed bi-annually or as needed to ensure its effectiveness and compliance with security standards.
- 2) Suggestions for amendments are welcomed and can be submitted to the City Administrator for consideration.
- 3) Revisions to personnel access for SECURE AREAS must be approved and documented by the respective Department Head and City Administrator.

MOTION FAILED

JANUARY 20, 2026
RESOLUTION NO. 205-2025

RESOLUTION APPROVING THE RELOCATION OF THE HISTORIC "NATIONAL HUMANE ALLIANCE" FOUNTAIN FROM BALLINGALL PARK TO A SITE NEAR THE FRONT ENTRANCE OF THE BRIDGE VIEW CENTER

WHEREAS, the City of Ottumwa is in possession of an historic fountain gifted to the City by the National Humane Alliance, which is currently located in Ballingall Park; and

WHEREAS, a request to relocate this fountain to a site near the front entrance of the Bridge View Center has been received by the Wapello County Historical Society and Bridge View Center, Inc.; and

WHEREAS, the joint entities plan to assess the condition of the fountain, explore the possibility of restoring its original "running-water" function, determine the relocation costs, raise funds necessary for the relocation, oversee the relocation, and create new interpretive signage to provide information of the history; and

WHEREAS, the entities agree to provide copies of any documents and reports related to the condition assessment, exploration of restoration, determination of moving costs, and fundraising to the City upon completion of the various stages.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that should the entities raise the necessary funds and provide affirmation that the fountain can be successfully relocated the request to move the fountain is hereby authorized and that the Mayor and City Clerk are hereby directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 2nd day of December, 2025.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

MOTION FAILED - 0-5
ALL NAYS ON JANUARY 20, 2026



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Dec 2, 2025

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 205-2025 - Resolution Approving the Relocation of the
Historic "National Humane Alliance" Fountain from Ballingall Park to a
Site Near the Front Entrance of the Bridge View Center.

☐

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 205-2025

DISCUSSION: At the November 18 meeting of the City Council, a request was made by Dennis Wilhoit, representing the Wapello County Historical Society. The request was to allow for the relocation of the historic fountain from its current location at Ballingall Park to the desired site near the entrance of the Bridge View Center. The relocation request is a coordinated effort between the Wapello County Historical Society and Bridge View Center, Inc. The entities plan to assess the condition of the fountain, explore the possibility of restoring its original "running-water" function, determine the relocation costs, raising funds necessary for the move, oversee the relocation, and create new interpretive signage to provide information of the history.

Source of Funds: Proceeds of Donations

Budgeted Item:

☐

Budget Amendment Needed: Yes

The historic fountain known as the "horse trough" was moved to its current location following action by the city council at its meeting on February 7, 1989. At that time, the city council approved the relocation following a recommendation from the Plan Commission. There is nothing prompting a need to move the historic piece other than the request from the interested parties. With the request to include the provision of funds and oversight of the relocation it not anticipated to cost the City any public dollars should the city council desire to approve the request.

received
11-24-25 156

Pulled - No Legislative Action

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Dec 2, 2025

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 205-2025 - Resolution Approving the Relocation of the
Historic "National Humane Alliance" Fountain from Ballingall Park to a
Site Near the Front Entrance of the Bridge View Center.

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

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Source of Funds: Proceeds of Donations

Budgeted Item:

☐

Budget Amendment Needed: Yes

RESOLUTION NO. 205-2025

RESOLUTION APPROVING THE RELOCATION OF THE HISTORIC "NATIONAL HUMANE ALLIANCE" FOUNTAIN FROM BALLINGALL PARK TO A SITE NEAR THE FRONT ENTRANCE OF THE BRIDGE VIEW CENTER

WHEREAS, the City of Ottumwa is in possession of an historic fountain gifted to the City by the National Humane Alliance, which is currently located in Ballingall Park; and

WHEREAS, a request to relocate this fountain to a site near the front entrance of the Bridge View Center has been received by the Wapello County Historical Society and Bridge View Center, Inc.; and

WHEREAS, the joint entities plan to assess the condition of the fountain, explore the possibility of restoring its original "running-water" function, determine the relocation costs, raise funds necessary for the relocation, oversee the relocation, and create new interpretive signage to provide information of the history; and

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APPROVED, PASSED AND ADOPTED, this 2nd day of December, 2025.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

City Council Briefing – Historic National Humane Alliance Fountain Relocation Project

Good evening, Mayor and Council Members.

My name is Dennis Willhoit. I currently serve as the Wapello County Historical Society's Vice President. I'm here to provide an update regarding Ottumwa's historic National Humane Alliance fountain, located in Ballingall Park, which is, of course, near the depot, home of the former Iowa Heartland History Connection museum. This fountain is part of a remarkable legacy created by the National Humane Alliance, founded in 1897 by Herman Lee Ensign—a successful advertising executive and early animal-welfare advocate. After his death in 1899, his fortune funded the production and donation of more than a hundred uniform granite fountains, distributed to cities across the United States and Mexico between 1902 and 1915.

The fountains, most weighing five tons and six feet in diameter, were carved by the Bodwell Granite Company of Vinalhaven, Maine. Cities received them at no cost, with the condition that they be placed in a prominent public location, maintained locally, and supplied with running water for the care of both working horses and smaller animals. Today, roughly seventy remain publicly viewable, some listed on the National Register of Historic Places.

Ottumwa's fountain—owned by the City—has occupied at least four locations since its arrival, including the base of Central Park, the former pedestrian mall, Wildwood Park, and now Ballingall Park. During our years at the museum, we were pleased to informally steward this piece and remain committed to its ongoing care.

City staff have been working with Bridge View Center, Inc. in preparation to relocate the fountain to Bridge View Center campus. A concrete pad and landscaping are already prepared to the right of the Center's main entrance. This location provides significantly higher visibility and complements the outdoor sculpture collection, the Freedom Rock, and surrounding gardens.

Bridge View Center, Inc. and the Wapello County Historical Society (which operates the Iowa Heartland History Connection Museum) are collaborating

as this project moves forward. Together, our organizations will assess the condition of the fountain, explore the possibility of restoring its original running-water function, determine relocation costs, oversee the move, and create new interpretive signage with a QR code linking to the History Connection's website—where residents can learn more about the National Humane Alliance fountains in the United States and Mexico.

To complete this project and ensure the fountain's continued preservation, we anticipate seeking community volunteers and donors, and we fully accept responsibility for coordinating these efforts. We look forward to continuing our partnership with city staff and keeping the Council informed as the project progresses.

Thank you.



Citizen Input Request Form

1/20/26
Council Meeting Date

Name: Olson Miller

Address: 1128 Traul Ave

Item No. to Address: Resolution 18
(Agenda will be provided to complete this section)

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

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



CITY OF

OTTUMWA

Citizen Input Request Form

1-20-26
Council Meeting Date

Name: Robert LaPoint

Address: 525 Ray St

Item No. to Address: A16

(Agenda will be provided to complete this section)

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

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



Citizen Input Request Form

1-20-26
Council Meeting Date

Name: Kristen Payne

Address: 224 Wildwood

Item No. to Address: 18-2026

(Agenda will be provided to complete this section)

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

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



CITY OF
OTTUMWA

Citizen Input Request Form

1-20-2026

Council Meeting Date

Name: Christian Schwack

Address: 225 W Kenta

Item No. to Address: I-6
(Agenda will be provided to complete this section)

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

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



Citizen Input Request Form

1-20-2026

Council Meeting Date

Name: Travis Decker

Address: 719 Glenwood Ave

Item No. to Address: I b

(Agenda will be provided to complete this section)

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

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



Citizen Input Request Form

1-20-2026

Council Meeting Date

Name: JEAN DELL

Address: 1405 N. Jefferson

Item No. to Address: allowance of prayer
(Agenda will be provided to complete this section)

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

*before
e.
meeting*

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



CITY OF
OTTUMWA

Citizen Input Request Form

1-20-2026

Council Meeting Date

Name: Colleen Decker

Address: 719 Glenwood Ave

Item No. to Address: F6
(Agenda will be provided to complete this section)

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

prayer b/f meeting

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



CITY OF
OTTUMWA

Citizen Input Request Form

1-20-2026

Council Meeting Date

Name:

KATIE HOWARD

Address:

1111 Hamilton St

Item No. to Address:

Public Forum

(Agenda will be provided to complete this section)

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

Status of renters
in Ottumwa (re:
public participation)

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