

****AMENDED AGENDA
OTTUMWA CITY COUNCIL**

REGULAR MEETING NO. 16
Council Chambers, City Hall

May 21, 2019
5:30 O'Clock P.M.

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 15 on May 7, 2019 as presented.
2. Acknowledgement of April financial report and payment of bills as submitted by the Finance Department.
3. Reappointment of Larry Jarvis to the Planning and Zoning Commission, term to expire 4/01/2024.
4. Appointment of Scott McCarty to the position of Engineering Supervisor effective 5/13/2019.
5. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee C-Store (2457 N. Court St.).
6. Approving the hourly rate schedule for Professional Services between Veenstra & Kim and the City of Ottumwa to develop estimates for a Build Grant Application.
7. Resolution No. 89-2019, authorizing the monthly budgeted transfers for June 2019 as authorized in the fiscal year 2019 budget.
8. Resolution No. 94-2019, Approving the contract, bond and certificate of insurance for the Ottumwa Main Street (Downtown Streetscape) Project.
9. Resolution No. 110 -2019, setting June 18, 2019 as the date of a public hearing on the disposition of City owned property located at 411 Appanoose.
10. Resolution No. 111-2019, setting June 4, 2019 as the date of a public hearing on the disposition of City owned property described as Lots 51, 52, 53 and the West One-Half of Lot 54, all in Manning's First Addition (commonly known as 1726, 1732, 1736 and 1744 Mable St.).
11. Resolution No. 112-2019, setting June 4, 2019 as the date of a public hearing on the disposition of City owned property located at 122 S. Fellows.
12. Resolution No. 114-2019, Approving the contract, bond and certificate of insurance for the 2019 Asphalt Street Repair Program.
13. Resolution No. 115-2019, Approving the contract, bond and certificate of insurance for the 2019 Catch Basin Replacement Program.
14. Resolution No. 116-2019, Approving the contract, bond and certificate of insurance for the 2019 Sanitary Utility Access Program.
15. Resolution No. 117-2019, Approving the contract, bond and certificate of insurance for the 2019 Sidewalk Drop & Detectable Warning Installation Program.
16. Resolution No. 118-2019, Approving the contract, bond and certificate of insurance for the 2019 HMA, PCC Street Crack Repair Program.
17. Beer and/or liquor applications for: African & Asian Bar, LLC, 105-107 N. Market St.; Parkview Plaza (Hotel Ottumwa); 107 E. Second St.; Front Runners; 837 Church St.; Fraternal Order of Eagles; 109 S. Green St.; American Legion OB Nelson #3; 550 W. Main St.; Appanoose Rapids; 332 E. Main St. with outdoor service area; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. REPORTS FROM CITY OFFICERS, BOARDS, COMMISSIONS, COMMITTEES:

- **1. Blackbird – Update and Report to Council from Blackbird representatives.
2. Brian McMillin of Neapolitan Labs will be at City Hall on 5/24/19 to provide an annual update on our website and reach out to staff.
3. Sen. Grassley will be in Council Chambers at 9:30 A.M. on 5/30/19.
4. Parks Foundation

5. Solar Panel Feasibility Study Discussion – Ideal Energy – presentation for Council on 6/4/19.

E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:

(When called upon by the Mayor, step to the microphone; state their name, address and agenda item to be addressed. The Mayor will invite you to address the Council when that topic is being discussed. Remarks will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments are to be directly germane to the agenda item being discussed; if not directly germane as determined by the Mayor will be ruled out of order.)

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Presentation of Certificates of Appreciation for Make Ottumwa Shine initiative.

RECOMMENDATION: Present certificates of appreciation.

2. Ottumwa Community School District proposed update to the School Resource Officer Agreements with the City of Ottumwa, effective July 1, 2019.

RECOMMENDATION: Reject the school district's proposed update. Retain the current agreements.

G. PUBLIC HEARING:

1. This is the time, place, and date set for a public hearing on the sale of City owned property located at Lot 11 in Devin's Addition to the City of Ottumwa, Wapello County, Iowa, excepting the South 41 feet, commonly known as 206 East Court.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 87-2019, accepting the offer and approving the sale of City owned property located at Lot 11 in Devin's Addition to the City of Ottumwa, Wapello County, Iowa, excepting the South 41 feet, commonly known as 206 East Court to Janice Rutledge for the sum of \$250.

RECOMMENDATION: Pass and adopt Resolution No. 87-2019.

2. This is the time, place, and date set for a public hearing on the proposed adoption of Amendment No. 8 to the West Gate Economic Development Urban Renewal Plan.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 113-2019, determining an area of the City to be economic development and blighted area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for Urban Renewal projects; and adopting Amendment No. 8 to the West Gate Economic Development Urban Renewal Area.

RECOMMENDATION: Pass and adopt Resolution No. 113-2019.

H. RESOLUTIONS:

1. Resolution No. 86-2019, establishing fees for rental housing permits and inspections in the City of Ottumwa, Iowa and rescinding Resolution No. 214-2017.

RECOMMENDATION: Pass and adopt Resolution No. 86-2019.

2. Resolution No. 105-2019, establishing fees for building permits in the City of Ottumwa, Iowa and rescinding Resolution No. 177-2016.

RECOMMENDATION: Pass and adopt Resolution No. 105-2019.

3. Resolution No. 107-2019, establishing fees for Planning and Development services in the City of Ottumwa, Iowa and rescinding Resolution No. 94-2016.

RECOMMENDATION: Pass and adopt Resolution No. 107-2019.

4. Resolution No. 119-2019, approving the Professional Services Agreement between Garden & Associates, Ltd. and the City of Ottumwa in the amount of \$300,000 for the Ottumwa Main Street (Downtown Streetscape) Project.

RECOMMENDATION: Pass and adopt Resolution No. 119-2019.

5. Resolution No. 120-2019, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the 2019 RFP#4, Montagne Lane Concrete Project.

RECOMMENDATION: Pass and adopt Resolution No. 120-2019.

I. ORDINANCES:

1. Ordinance No. 3156-2019, amending Chapter 14, entitled Fire Protection and Prevention, by amending Section 14-31(3) and Section 14-31(10) and by adding new Subsection 14-31(37) of the Municipal Code of the City of Ottumwa, Iowa as set forth hereafter.

RECOMMENDATION:

- A). Pass the first consideration of Ordinance No. 3156-2019.
- B). Waive the second and third consideration, pass, and adopt Ordinance No. 3156-2019.
- C). Resolution No. 109-2019, establishment of a Fire Safety Operational Permit (FSOP) and fees associated with implementation of such permit.

RECOMMENDATION: Pass and adopt Resolution No. 109-2019.

J. PUBLIC FORUM:

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

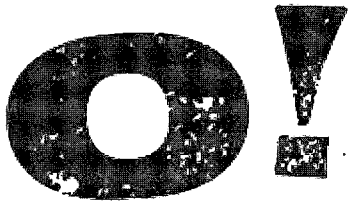
1. Proposed Alliant rate increase.

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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**** Added Item to Section D – Reports from City Officers, Boards, Commission, Committees**



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 5/20/19 TIME: 12:00 PM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Amended Agenda for the Regular City Council Meeting #16 to be held on 5/21/19.

*** FAX MULTI TX REPORT ***

JOB NO. 0262
DEPT. ID 4717
PGS. 5

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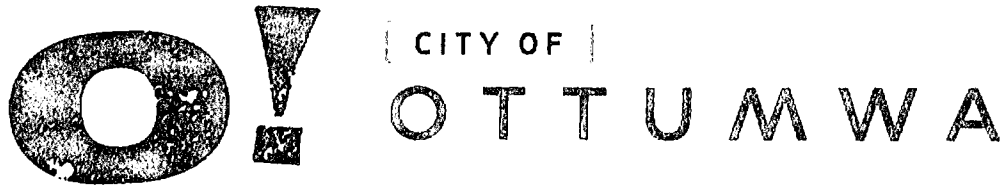
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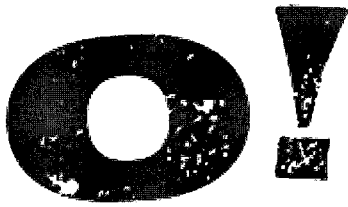
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(Including Cover Sheet)

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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 #16 to be held on 5/21/19.

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ST. TIME 05/16 16:05
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MEMO: Tentative Agenda for the Regular City Council Meeting #16 to be held on 5/21/19.

REGULAR MEETING NO. 15
Council Chambers, City Hall

May 7, 2019
5:30 O'Clock P.M.

The meeting was called to order at 5:32 P.M.

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

Roe moved, seconded by Stevens to approve the following consent agenda items and pulling Item B-17, Res. No. 95-2019, approving the contract, bond, and certificate of insurance for the Beach Ph. 3, Sound System Replacement Proj. to vote on separately: Mins. from Reg. Mtg. No. 13 on April 16, 2019 and Special Mtg. No. 14 on April 18, 2019 as presented; Acknowledgement of March financial rpt. and payment of bills as submitted by the Finance Dept.; Mayor's Proclamation of May 18, 2019 as Kids to Parks Day 2019; Mayor's Proclamation of the month of May as National Historic Preservation Month; Mayor's Proclamation of the 50th Anniversary of Municipal Clerk's Week, May 5 through May 11, 2019; Canvasser and Solicitors Application for American Legion Aux. to collect donations for poppy week for veterans on 5/20-27/19 at various businesses within the City; Purchase asphalt for the 2020 season – 2019/2020 fiscal yr.; Approve the purchase of five (5) Bravo Company patrol rifles and accessories, armor plates, plate carriers and accessories for the Ottumwa Police Dept. in the amount of \$24,466; Res. No. 58-2019, approve the purchase of a ¾ Ton 4WD Extended Cab Pickup Truck for the WPCF from Clemons, Inc., of Ottumwa, Iowa, for \$29,346.86; Res. No. 79-2019, setting the date for a public hearing on the intent to dispose of City owned property located at 912 N. Ash St.; Res. No. 84-2019, setting the date for a public hearing on the intent to dispose of City owned property located at 206 E. Court; Res. No. 85-2019, authorizing the monthly budgeted transfers as authorized in the fiscal year 2019 budget; Res. No. 88-2019, authorizing renewal and admin. services agt. between Wellmark Blue Cross and Blue Shield of Iowa and the City of Ottumwa, effective July 1, 2019 through June 30, 2020; Res. No. 91-2019, assessing delinquent sewer collection fees on property taxes for a total of \$528.51; Res. No. 92-2019, assessing delinquent refuse collection fees on property taxes for a total of \$661.60; Res. No. 93-2019, Approving the contract, bond, and cert. of insurance for the East Alta Vista Reconstruction Proj.; Cigarette Permit Application for The Battery Store; 616 Church St.; Beer and/or liquor applications for: Ottumwa Grocery, LLC; 129-131 E. Second St.; Las Palmas Bar & Grill, Inc.; 321 E. 2nd St.; Walgreens No. 1301; 327 W. Fourth St.; The Owl's Nest; 116 S. Court St.; temp. outdoor service area 5/31/19 at the Canteen Alley; Casey's General Store No. 7; 1001 E. Main St.; Casey's General Store No. 2208; 1603 W. Second St.; Casey's General Store No. 1886; 504 W. Mary St.; Casey's General Store No. 1678; 346 Richmond Ave.; Uncle Buck's Bar & Grill; 518 Church St.; temp. outdoor service area 5/25/19; all applications pending final inspections. All ayes.

Roe moved, seconded by Berg to approve Res. No. 95-2019, Approving the contract, bond, and cert. of insurance for the Beach Ph. 3, Sound System Replacement Proj. Ayes: Dalbey, Roe, Streeby, Berg. Nays: Stevens. Motion carried.

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

Fire Chief Miller recognized the following officers as they were pinned: Troy Pilcher, Jerry Lemeuse, Dillon McPherson and Braulio Flores.

City Admin. Morris mentioned the Fire Safety Operational Permit will be legislatively presented on 5/21/19. Fire Chief Miller stated they are migrating to a fire safety/operational permit as it relates to fire inspections. The inspections will increase in price from \$35 to \$50.

Mayor Lazio inquired if there was anyone from the audience who wished to address an item on the agenda. There were none.

Streeby moved, seconded by Stevens to approve the submission of the grant application to the Bureau of Justice Assistance to participate in the 2019 Bulletproof Vest Partnership Program, and authorize the Mayor to sign any related documents as may be required. Lt. Hucks stated the bulletproof vests have a life span of 5 yrs. As a result, the Police Dept. budgets to purchase five to ten vests per yr., depending on the need. This grant will cover purchases made between April 1, 2019 and August 31, 2021. All ayes.

Roe moved, seconded by Streeby to accept bid and award contract for asbestos removal, demo and clean-up of 1722 Mable and the vacant lot next to 1722 Mable to Environmental Edge, of Ottumwa, IA, in the amount of \$8,374. Dir. of Hlth. Insp. & Planning Flanagan reported four bids were received.

Streeby moved, seconded by Dalbey to accept bid and award contracts for demo to Tim Skinner Trucking & Excav., of Ottumwa, Iowa, in the amount of \$6,964 and to Dan Laursen Excav., of Ottumwa, IA, in the amount of \$7,400 for asbestos removal. Dir. of Hlth. Insp. & Planning Flanagan reported five bids were received.

This was the time, place, and date set for a public hearing on the Proposed Amendment to the 2019 City Budget. Finance Dir. Jay reported no increase to tax levies for specified fiscal yr. related to the proposed budget amendment. No objections were received. Roe moved, seconded by Streeby to close the public hearing. All ayes.

Dalbey moved, seconded by Roe that Res. No. 70-2019, amending the annual budget for the fiscal year ending June 30, 2019, be passed and adopted. All ayes.

This was the time, place, and date set for a public hearing on the sale of City owned property located at Lot 12 in Block 12 Blake's Addition, a vacant lot located on the corner of N. Cherry and Locust Streets. Dir. of Hlth. Insp. & Planning Flanagan reported Mr. Jones wants to use the lot for green space and yard for the apartment bldg. that he owns next door. Do we verify that lots purchased for green space are maintained? Staff looks at each property and may draft contractual agt. with purchaser if there are items that need addressed to make sure they remain compliant with maintenance within our code. No objections were received. Streeby moved, seconded by Berg to close the public hearing. All ayes.

Streeby moved, seconded by Roe that Res. No. 78-2019, accepting the offer and approving the sale of City owned property located at Lot 12 in Block 12 Blake's Addition, N. Cherry St., to Donald L. Jones for the sum of \$250, be passed and adopted. All ayes.

This was the time, place, and date set for a public hearing on proposed Ordinance No. 3154-2019, amending the Zoning Ord. No. 3088-2015 of the City of Ottumwa, Iowa, and as set forth in Ch. 38 of the Municipal Code of the City of Ottumwa, Iowa, by amending Sections 38-77(15) and 38-992, and inserting new Sections 38-77(15) and 38-992 of the Municipal Code of the City of Ottumwa, Wapello County, Iowa as set forth hereafter. Dir. of Hlth. Insp. & Planning Flanagan reported this ordinance adds crematoria to funeral services and provision of outstanding nuisance violations can be basis for denials of issuance of building permits. No objections were received. Roe moved, seconded by Streeby to close the public hearing. All ayes.

Streeby moved, seconded by Berg to pass the first consideration of Ordinance No. 3154-2019 amending the Zoning Ord. No. 3088-2015 of the City of Ottumwa, Iowa, and as set forth in Ch. 38 of the Municipal

Code of the City of Ottumwa, Iowa, by amending Sections 38-77(15) and 38-992, and inserting new Sections 38-77(15) and 38-992 of the Municipal Code of the City of Ottumwa, Wapello County, Iowa as set forth hereafter. All ayes.

Stevens moved, seconded by Roe to waive the second and third considerations, pass and adopt Ordinance No. 3154-2019. All ayes.

Roe moved, seconded by Berg that Res. No. 71-2019, adopt the Communications Policy, effective May 7, 2019, be passed and adopted. City Attorney Keith reported this policy sets out four basic types of communication through surveys, project updates, community meetings and website/social media posts. All ayes.

Berg moved, seconded by Dalbey that Res. No. 76-2019, awarding the contract for the Ottumwa Main St. Improvement Proj. (also known as Downtown Streetscape) to Portzen Construction, Inc. of Dubuque, IA, in the amount of \$5,096,359.30, be passed and adopted. PW Dir. Seals reported this project consists of complete reconstruction of the 100, 200 and 300 blocks of Main St. It will include full width, full depth PCC reconstruction, replacement of sanitary sewer lines and sewer laterals, installation of new water mains and service lines, new ADA compliant sidewalks and a separate storm system installed and recombined at Green St. intersection which will allow for future separation. Costs for resident engineering and construction surveying contracts still need finalized. Property owners will be financially responsible for water service lines from stop box to bldg. meters and for any added fire service lines for future build outs. Ottumwa Water & Hydro increased their funding from \$511,665 to \$600,000. Fourteen plan sets were mailed and/or downloaded, with only one bid received on April 10, 2019. All ayes.

Roe moved, seconded by Dalbey that Res. No. 80-2019, authorizing \$11,613.90 refund to Iowa DOT for excess reimbursement of the Market St. Bridge Proj., be passed and adopted. Finance Dir. Jay reported that during the pre-close audit of this project on the construction files held by Calhoun Burns, the IDOT discovered an excess payment to the City of Ottumwa. All ayes.

Streeby moved, seconded by Dalbey that Res. No. 81-2019, authorizing the transfer of \$11,613.90 from the Local Option Sales Tax Fund to the Street Capital Projects Fund for the Market St. Bridge Proj., be passed and adopted. Finance Dir. Jay reported the transfer of funds is required to assist in the Market St. Bridge Proj. to reimburse the IDOT. All ayes.

Dalbey moved, seconded by Streeby that Res. No. 83-2019, fixing an amount for abating a nuisance against certain properties in the City of Ottumwa, Iowa for a total of \$1,771.33, be passed and adopted. Dir. of Hlth. Insp. & Planning Flanagan reported a total of three properties are included in this resolution. All ayes.

Roe moved, seconded by Dalbey that Res. No. 90-2019, authorizing the Mayor to sign, and staff to submit, the Airport Capital Improvement Prog. (ACIP) data sheets and related documents to the Iowa DOT for the fiscal years 2019-2024, be passed and adopted. This includes the following projects: apron improvements, taxiway LED lighting, construction of box hanger. All ayes.

Streeby moved, seconded by Roe that Res. No. 96-2019, awarding the contract for the Asphalt St. Repair Prog. 2019 to Norris Asphalt Paving Co. LC, of Ottumwa, IA, in the amount of \$1,125,056.00, be passed and adopted. PW Dir. Seals reported one bid was received. Streets scheduled for overlays in 2019 include Wildwood (from city limits south to Albia Rd.), E. Third (from Market to Green), Sheffield (from Clay to Benton) and Clay (from Third to Sheffield). All ayes.

Roe moved, seconded by Berg that Res. No. 97-2019, awarding the contract for the Catch Basin Replacement Prog. 2019 to DC Concrete & Construction, LLC, of Douds, IA, in the amount of \$54,706, be passed and adopted. PW Dir. Seals reported one bid was received. All ayes.

Streeby moved, seconded by Dalbey that Res. No. 98-2019, awarding the contract for the Sanitary Utility Access Prog. 2019 to DC Concrete & Construction, LLC, of Douds, IA, in the amount of \$53,800, be passed and adopted. PW Dir. Seals reported one bid was received. All ayes.

Stevens moved, seconded by Dalbey that Res. No. 99-2019, awarding the contract for the Sidewalk Drop & Detectable Warning Installation Prog. 2019 to DC Concrete and Construction, LLC, of Douds, IA, in the amount of \$131,675, be passed and adopted. PW Dir. Seals reported three bids were received. All ayes.

Berg moved, seconded by Roe that Res. No. 100-2019, awarding the contract for the HMA, PCC Street Crack Repair Prog. 2019 to Kluesner Construction, Inc., of Farley, IA, in the amount of \$44,455, be passed and adopted. PW Dir. Seals reported two bids were received. All ayes.

Roe moved, seconded by Berg that Res. No. 101-2019, approving Chg. Order No. 1 for the Beach Ph. 3, Contract D, Electrical MCC Replacement Proj., be passed and adopted. Parks & Rec. Dir. Rathje reported this change order increases the contract by \$8,681.24, bringing the total contract amount to \$58,081.24. All ayes.

Streeby moved, seconded by Roe that Res. No. 102-2019, approving Change Order No. 1 for the Beach Ph. 4, RFP 4X, Safety Netting Replacement Proj., be passed and adopted. Parks & Rec. Dir. Rathje reported this change order increases the contract by \$1,200, bringing the total contract amount to \$9,588.88. All ayes.

Dalbey moved, seconded by Berg that Res. No. 103-2019, approving Change Order No. 1 and accepting the work as final and complete and approving the Final Pay Request for the 2018 RFP 15, City Hall Masonry Entrance Repair Proj., be passed and adopted. PW Dir. Seals reported this change order increases the contract by \$1,800 for quantity adjustment, bringing the total contract amount to \$19,400. Final pay request to Western Specialty Contractors in the amount of \$970 approved. All ayes.

Roe moved, seconded by Streeby that Res. No. 104-2019, approving Change Order No. 1 and accepting the work as final and complete and approving the Final Pay Request for the 2018 Catch Basin Replacement Prog., be passed and adopted. PW Dir. Seals reported this change order decreases the contract sum by \$9,368.50 for the reduction of qty. adjustments, bringing the total contract amount to \$44,861.38. Final pay request to Davis County Excavation in the amount of \$4,302.11 approved. All ayes.

Dalbey moved, seconded by Roe that Res. No. 106-2019, approving a MOU/Agt. between the City of Ottumwa and Bridge City Sanitation, LLC modifying the disposal contract regarding yard waste, be passed and adopted. Dir. of Hlth. Insp. & Planning Flanagan reported this item is supplier driven. Our bag vendor will only sell in bulk quantities (truck loads) which are too great for our storage and budgeted purchase scope. This will allow citizens to purchase their own compostable bags from any vendor in addition to Yard Waste tags from the recycling center, City Hall and other participating retail outlets in Ottumwa, for \$1. Recycling Coordinator Bain reported that all stores have been contacted about this

change and are expecting the roll out. She attempted to locate alternate vendors to supply our current bags before the decision was made to only supply the tags. All ayes.

Streeby moved, seconded by Berg that Res. No. 108-2019, approving Change Order No. 1 and accepting the work as final and complete and approving final pay request for the Milner St. Pump Station Removal Proj., be passed and adopted. PW Dir. Seals reported this change order decreases the contract sum by \$2,390.55 for qty. adjustments, and increases it by \$500 for extra work performed, for a total decrease of \$1,890.55 to the contract. Final pay request to DC Concrete & Construction in the amount of \$2,318.97 is approved. All ayes.

Roe moved, seconded by Streeby to pass the first consideration of Ordinance No. 3155-2019, amending Ch. 23, entitled Motor Vehicles and Traffic, by adding Subsection 23-150(3)(q); by amending subsections 23-150(5)(k) and 23-212(4); by deleting Subsections 23-206(8), 23-214(c)(3), 23-215, 23-216 and 23-221; and deleting Articles VIII and IX; and inserting new Subsections 23-214(c)(3) and 23-214(c)(4) and new Articles VIII and IX of the Municipal Code of the City of Ottumwa, Iowa. All ayes.

Dalbey moved, seconded by Stevens to waive the second and third considerations, pass and adopt Ordinance No. 3155-2019. All ayes.

Roe moved, seconded by Dalbey that Res. No. 82-2019, setting parking permit fees for the City's parking lots and parking ramp, be passed and adopted. There was a scrivener's error found within the Staff Summary, but the Ordinance reads correctly pertaining to parking on Market St. Permit fees remain unchanged. All ayes.

Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. Gene Muldoon turned in a petition for consideration of a new boat ramp/dock by Black Hawk Park.

June 1 - second annual canteen eating contest in the Canteen Alley.

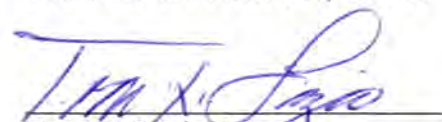
May 16 - ground breaking ceremony for the Downtown Streetscape Proj.

Iowa Utility Board meeting will be held at BVC tomorrow at 6:00 P.M. to discuss the proposed 25% rate increase from Alliant Energy.

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

Adjournment was at 6:54 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00100	AIA SANDBLASTING	201517	04/26/2019	38,000.00	CAPITAL IMPROVEMENTS
00198	ABC PEST CONTROL INC.	201314	04/12/2019	42.95	BLDG MAINT & REPAIR
00320	ACCO	201404	04/19/2019	1,160.55	OPERATING SUPPLIES
00681	AFLAC	201197	04/05/2019	1,911.96	AFLAC DEDUCTION PAYABLE
00688	AFSCME/TA COUNCIL 61	201405	04/19/2019	141.00	LIBRARY UNION DUES PAYABL
00800	AHLERS & COONEY P.C.	201518	04/26/2019	44,362.76	BOND ISSUE COSTS
00855	AIRGAS USA LLC	201199	04/05/2019	358.50	SUSTENANCE SUPPLIES
01197	ALBIA NEWSPAPER INC	201406	04/19/2019	78.00	EMPLOYEE RECRUITMENT
01700	ALLIANT ENERGY/IPL	201200	04/05/2019	86,967.79	ELECTRIC
01717	ALLIED 100 LLC	201407	04/19/2019	235.30	SUSTENANCE SUPPLIES
02080	ALTORFER INC.	201201	04/05/2019	552.30	VHCL MTCE SUPPLIES
02592	AMERICAN BOTTLING COMPANY	201316	04/12/2019	131.32	CONCESSION - RESALE
03611	AMERICAN RED CROSS	201317	04/12/2019	342.00	TRAINING
05116	ARAMARK	201408	04/19/2019	275.97	JANITORIAL
05124	ARANGEL SERVICES, LLC	201202	04/05/2019	2,316.67	MISC CONTRACT WORK
05370	AREA XV REGIONAL PLANNING	201203	04/05/2019	2,393.43	CONTRACTUAL SERVICES
05668	A-TEC RECYCLING INC	201204	04/05/2019	951.35	HAZARDOUS WASTE DISPOSAL
05700	ATOMIC TERMITE & PEST	201205	04/05/2019	195.00	OPERATING SUPPLIES
05860	AUTOZONE INC	201206	04/05/2019	138.83	VHCL MTCE SUPPLIES
05874	AVENU	201410	04/19/2019	1,400.00	OFFICE/COMP. EQUIP MAINT.
05891	AXON ENTERPRISE, INC	201207	04/05/2019	8,400.00	OTHER CAPITAL EQUIPMENT
06006	BP	201411	04/19/2019	1,893.95	VHCL-FUEL
06481	BAILEY OFFICE OUTFITTERS	201412	04/19/2019	554.36	OFFICE SUPPLIES
06740	JANICE BAIN	201318	04/12/2019	91.64	TRAVEL & CONFERENCE
06780	BAKER & TAYLOR	201319	04/12/2019	710.16	LIBRARY MAT-GRUBB ESTATE
07016	BARKER LEMAR ENGINEERING	201320	04/12/2019	16,268.75	ENGINEERING
08985	BITUMINOUS MATERIALS	201521	04/26/2019	1,951.91	STREET MAINT SUPPLIES
09360	BLACK'S TIRE COMPANY LLC	201208	04/05/2019	1,578.70	VHCL MTCE SUPPLIES
09522	WELLMARK BC & BS OF IOWA	201413	04/19/2019	22,707.20	MEDICARE PREMIUMS
09523	BLUEGLOBES LLC	201209	04/05/2019	406.25	GROUNDS MAINT & REPAIR
10012	BOOK PAGE	201414	04/19/2019	576.00	LIBRARY MAT-GRUBB ESTATE
11496	BRIDGE CITY SANITATION LLC	201415	04/19/2019	134,903.41	OTHER PROF SERV
11506	BRIDGE VIEW CENTER	201321	04/12/2019	90,194.70	MANAGEMENT SERVICES
12500	BUB'S TREE CARE	201322	04/12/2019	6,750.00	TREE TRIMMING
12971	PHILLIP BURGMEIER	201525	04/26/2019	8.00	TRAVEL & CONFERENCE
13579	C&C MANUFACTURING LLC	201526	04/26/2019	418.78	VHCL MTCE SUPPLIES
13609	CIT	201418	04/19/2019	384.39	PHOTOCOPIES
15760	CARROLL CONSTRUCTION SUPP	201323	04/12/2019	1,180.21	TOOLS & SMALL EQUIP
16265	CENTER POINT LARGE PRINT	201324	04/12/2019	85.08	LIBRARY MAT-GRUBB ESTATE
16300	CENTRAL IOWA FASTENERS	201419	04/19/2019	224.47	OPERATING SUPPLIES
16402	CENTURYLINK	201212	04/05/2019	4,283.99	TELEPHONE/IT
16403	CENTURYLINK	201422	04/19/2019	186.47	TELEPHONE/IT
16427	MIKE CHAPMAN	201423	04/19/2019	225.00	PROGRAM SUPPLIES
17520	CHRISTY CONSTRUCTION CO	201527	04/26/2019	1,960.15	MISCELLANEOUS
17620	CINTAS CORPORATION	201528	04/26/2019	185.47	SUSTENANCE SUPPLIES
17621	CINTAS LOC 22M	201424	04/19/2019	139.78	BLDG MAINT & REPAIR
17681	CIT	201325	04/12/2019	2,531.50	PHOTOCOPIES
18379	CLEMENS INC OF OTTUMWA	201214	04/05/2019	2,066.44	VHCL MTCE SUPPLIES
18502	CLUB SENTRY SOFTWARE	201215	04/05/2019	32.95	TECHNOLOGY SERVICES
18825	CHRIS COBLER	201529	04/26/2019	24.00	TRAVEL & CONFERENCE
18834	COLD SPRING GRANITE COMPA	201425	04/19/2019	303.00	OPERATING SUPPLIES
18980	COLLECTION SERVICES	201426	04/19/2019	4,528.16	CHILD SUPPORT PAYABLE
20332	CONFLUENCE, INC	201326	04/12/2019	4,199.03	CONTRACTUAL SERVICES
21500	RAY COVERT	201427	04/19/2019	123.99	TRAVEL & CONFERENCE

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
21825	CREDIT UNION	201217	04/05/2019	38,189.70	CREDIT UNION PAYABLE
21842	CRESCENT ELECTRIC SUP CO	201303	04/10/2019	11.76	TOOLS & SMALL EQUIP
21855	CRITEX LLC./MR MANHOLE	201327	04/12/2019	32,518.04	OTHER CAPITAL EQUIP
22457	DC CONCRETE & CONST. LLC	201430	04/19/2019	41,318.98	CONTRACTUAL SERVICES
22469	DJ CLEANING COMPANY	201218	04/05/2019	1,900.00	JANITORIAL
22479	D P PLUMBING PLUS	201329	04/12/2019	4,947.45	CONTRACTUAL SERVICES
22608	DANI'S AUTO SUPPLY LLC	201221	04/05/2019	3,209.30	VHCL MTCSE SUPPLIES
22625	DANKO EMERGENCY EQUIPMENT	201222	04/05/2019	17.99	EQUIP REPAIR
23032	JO ANNE DAVIS	201223	04/05/2019	48.86	OPERATING SUPPLIES
24325	DEMCO, INC	201224	04/05/2019	732.92	OPERATING SUPPLIES
25355	GARY DOUD	201432	04/19/2019	32.00	TRAVEL & CONFERENCE
25361	DOUDS STONE LLC	201225	04/05/2019	462.25	STREET MAINT SUPPLIES
25390	R. D. DRENKOW & CO INC	201433	04/19/2019	4,671.30	R.D. DRENKOW/FLEX PAY
25593	DXP ENTERPRISES, INC.	201531	04/26/2019	289.40	VHCL MTCSE SUPPLIES
26640	ECOSYSTEMS INC	201434	04/19/2019	10,030.00	CONTRACTUAL SERVICES
27005	ELECTRIC PUMP, INC.	201402	04/12/2019	14,528.04	CAPITAL IMPROVEMENTS
27010	ELECTRICAL ENGINEERING &	201304	04/10/2019	274.48	BLDG MAINT & REPAIR
27272	ELLIOTT BULK SERVICES LLC	201332	04/12/2019	4,374.38	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	201227	04/05/2019	9,867.38	VHCL-FUEL
27789	ENVIRONMENTAL EDGE	201436	04/19/2019	10,300.00	CONTRACTUAL SERVICES
28208	EUROFINS- TEST AMERICA	201532	04/26/2019	934.50	LAB SUPPLIES
28416	EVIDENT INC.	201228	04/05/2019	360.08	TOOLS & SMALL EQUIP
28610	EYES & EARS	201334	04/12/2019	1,000.00	PUBLIC INFORMATION
29300	FASFENAL COMPANY	201229	04/05/2019	281.63	MISCELLANEOUS
29576	FEDEX	201534	04/26/2019	63.62	POSTAGE & SHIPPING
29829	FIDELITY SECURITY LIFE	201535	04/26/2019	1,520.19	AVESIS PAYABLE
30119	FIRESTONE COMPLETE AUTO C	201536	04/26/2019	535.52	VHCL MTCSE SUPPLIES
30120	FIRE SERVICE TRAINING	201305	04/10/2019	750.00	TRAVEL & CONFERENCE
30148	FIREMANS ASSC	201439	04/19/2019	1,731.00	FIRE UNION DUES PAYABLE
30560	FISHER SCIENTIFIC	201440	04/19/2019	194.68	LAB SUPPLIES
30810	FORD HALL COMPANY	201441	04/19/2019	559.94	OPERATING SUPPLIES
31459	GRP & ASSOCIATES	201336	04/12/2019	412.00	HAZARDOUS WASTE DISPOSAL
31682	GALLS LLC-DBA CARPENTER	201232	04/05/2019	418.48	SUSTENANCE SUPPLIES
32756	GINGERICH LOGGING	201537	04/26/2019	224.03	OTHER MAINT & REPAIR
32792	GLOBAL EQUIPMENT COMPANY	201338	04/12/2019	531.76	OPERATING SUPPLIES
33635	GREAT WESTERN SUPPLY CO	201233	04/05/2019	1,197.84	GROUND MAINT & REPAIR
33648	GREATER OTTUMWA PARTNERS	201339	04/12/2019	10,000.00	CONTRACTUAL SERVICES
33701	GREGORY CONTAINER	201538	04/26/2019	5,150.00	OPERATING SUPPLIES
34332	HDR ENGINEERING, INC.	201442	04/19/2019	1,167.33	ENGINEERING
34900	HAMILTON PRODUCE COMPANY	201340	04/12/2019	2,033.73	NATURAL/PROPANE GAS
34959	KRISTY HARDEN	201234	04/05/2019	2,000.00	INSURANCE CLAIMS
34966	HARDY DIAGNOSTICS	201443	04/19/2019	309.67	LAB SUPPLIES
35430	HARRISON MORELAND WEBBER	201342	04/12/2019	45.00	LEGAL FEES
36083	HAWKEYE TRUCK EQUIPMENT	201235	04/05/2019	68.24	VHCL MTCSE SUPPLIES
36302	HEARTLAND HUMANE SOCIETY	201444	04/19/2019	216.00	OTHER PROF SERV
36500	HEITMAN FIRE EQUIPMENT	201343	04/12/2019	38.00	SUSTENANCE SUPPLIES
37415	HICKENBOTTOM INC	201539	04/26/2019	1,171.43	SEWER/DRAINAGE SUPPLIES
37476	HILL PRODUCTIONS & MEDIA	201344	04/12/2019	148.00	ADVERT/LEGAL PUBL
39180	HUTCHINSON SALT COMPANY	201540	04/26/2019	39,690.92	STREET MAINT SUPPLIES
39305	HYDROTECH SYSTEMS LTD	201345	04/12/2019	46,150.00	CAPITAL IMPROVEMENTS
39306	HYDRO GATE	201446	04/19/2019	15,987.00	CAPITAL IMPROVEMENTS
39438	HY-VEE ACCOUNTS RECEIVABLE	201447	04/19/2019	700.45	OPERATING SUPPLIES
41480	ICMA RETIREMENT TRUST 457	201448	04/19/2019	4,283.52	ICMA DEF COMP PAYABLE
41505	IMWCA	201449	04/19/2019	5,134.95	IMWCA TPA FEES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
41600	IDEAL READY MIX	201541	04/26/2019	4,888.25	BLDG MAINT & REPAIR
41920A	INDUSTRIAL CHEMICAL	201238	04/05/2019	174.00	BUILDING MAINTENANCE REPA
41925	INDUSTRIAL MEDICINE	201450	04/19/2019	154.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	201403	04/12/2019	2,244.11	PHOTOCOPIES
42160	INGRAM LIBRARY SERVICES	201543	04/26/2019	3,561.79	LIBRARY MATERIALS
42170	INLAND TRUCK PARTS & SERV	201544	04/26/2019	1,488.18	VHCL MTCE SUPPLIES
43265	INTERSTATE BATTERY	201241	04/05/2019	467.75	VHCL MTCE SUPPLIES
43290	IAMU	201347	04/12/2019	3,700.00	TRAINING
43518	IA DEPT INSPEC & APPEALS	201243	04/05/2019	150.00	PERMITS
43521	IOWA DEPT NATURAL RESOURC	201454	04/19/2019	175.00	MISCELLANEOUS
43526	IOWA DEPT PUBLIC HEALTH	201244	04/05/2019	280.00	PERMITS
43999	IOWA ONE CALL	201545	04/26/2019	227.70	TELEPHONE/IT
44037	IOWA PRISON INDUSTRIES	201349	04/12/2019	5,238.70	STREET MAINT SUPPLIES
44403	IOWA WATER ENVIRONMENT	201246	04/05/2019	25.00	TRAINING
45057	J & J MOWING	201546	04/26/2019	3,395.00	WEED MOWING
45221	J & S ELECTRONIC BUSINESS	201456	04/19/2019	298.70	OPERATING SUPPLIES
45499	ROBERT JAY	201457	04/19/2019	97.44	TRAVEL & CONFERENCE
45974	JOHN DEERE FINANCIAL	201458	04/19/2019	387.93	SUSTENANCE SUPPLIES
47688	KARL CHEVROLET	201351	04/12/2019	1,198.57	VHCL MTCE SUPPLIES
47998	KEEP IOWA BEAUTIFUL	201547	04/26/2019	100.00	DUES & MEMBERSHIPS
48017	KELTEK INCORPORATED	201352	04/12/2019	222.39	VHCL MTCE SUPPLIES
49039	KIRKHAM MICHAEL	201248	04/05/2019	18,250.00	ENGINEERING
49041	ALLYSON KIRKING	201459	04/19/2019	98.60	TRAVEL & CONFERENCE
49042	KIRKHAM MICHAEL	201249	04/05/2019	25,825.87	INFRASTRUCTURE
49500	KNIGHTS OF COLUMBUS	201460	04/19/2019	100.00	PROGRAM SUPPLIES
49804D	KRONOS	201461	04/19/2019	433.29	CONTRACTUAL SERVICES
50560	BOB LANCASTER OIL CO INC	201549	04/26/2019	4,616.63	VHCL-FUEL
50817	DAN LAURSEN EXCAVATING	201463	04/19/2019	4,600.00	CONTRACTUAL SERVICES
51513	BROOKLYN LEON	201251	04/05/2019	30.00	RENTAL PERMITS-UNITS
51969	LIBERTY TIRE SERVICES LLC	201550	04/26/2019	6,100.52	TIRE DISPOSAL
52254	LISCO	201551	04/26/2019	325.00	TECHNOLOGY SERVICES
52990	LOKTRONICS SECURITY CORP	201353	04/12/2019	438.11	OPERATING SUPPLIES
53176	LOWRY EQUIPMENT INC.	201552	04/26/2019	134.64	VHCL MTCE SUPPLIES
53297	LCD PROCESSING	201553	04/26/2019	425.00	ADVERT/LEGAL PUBL
53386	MPA COMPUTERS LLC	201354	04/12/2019	25.00	ADVERT/LEGAL PUBL
54181	MAHER PLUMBING & HEATING	201554	04/26/2019	933.17	CAPITAL IMPROVEMENTS
54390	MANATT'S INC	201555	04/26/2019	1,977.13	STREET MAINT SUPPLIES
55311	MASSMUTUAL RETIREMENT SER	201465	04/19/2019	500.00	HARTFORD DEF COMP PAYABLE
55532	LINDA BETSINGER MCCANN	201254	04/05/2019	40.00	LIBRARY MAT-GRUBB ESTATE
56656	MCKEE CONSTRUCTION AND	201355	04/12/2019	9,000.00	CONTRACTUAL SERVICES
56665	MCKIM TRACTOR SERVICE LLC	201556	04/26/2019	331.64	VHCL MTCE SUPPLIES
57195	MCMMASTER-CARR	201466	04/19/2019	75.37	OPERATING SUPPLIES
57385	MENARDS	201256	04/05/2019	906.88	BLDG MAINT & REPAIR
57387	MED-TECH RESOURCE INC.	201467	04/19/2019	283.21	TOOLS & SMALL EQUIP
57388	MENKE PROFESSIONAL AUTO P	201257	04/05/2019	1,027.36	VHCL MTCE SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	201557	04/26/2019	4,602.15	GROUP LIFE PREMIUMS
57997	METRO WASTE AUTHORITY	201258	04/05/2019	125.00	TRAINING
58001	METTLER TOLEDO	201259	04/05/2019	1,385.00	OFFICE/COMP. EQUIP MAINT.
58500	MIDAMERICAN ENERGY CO	201358	04/12/2019	3,274.87	NATURAL GAS
58555	MID-IOWA SOLID WASTE	201260	04/05/2019	2,934.22	VHCL MTCE SUPPLIES
59753	MIKES TIRE AND	201261	04/05/2019	63.00	VHCL MTCE SUPPLIES
60097	TONY MILLER	201307	04/10/2019	16.00	TRAVEL & CONFERENCE
60105	MILLIMAN, INC.	201558	04/26/2019	3,500.00	OTHER PROF SERV
60554	CALEB MITCHELL	201308	04/10/2019	36.00	TRAVEL & CONFERENCE

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
60560	MITCHELL & SONS HVAC INC	201469	04/19/2019	105.14	GROUND MAINT & REPAIR
60610	ZACH MIKITA	201309	04/10/2019	36.00	TRAVEL & CONFERENCE
60780	MOBILE LOCKSMITH & ALARM,	201470	04/19/2019	838.56	GROUND MAINT & REPAIR
61249	MONROE COUNTY CONSERVATIO	201471	04/19/2019	3,195.00	TRAINING
61361	MOODYS INVESTOR SERVICE	201262	04/05/2019	17,000.00	BOND ISSUE COSTS
61682	ANDREW MORRIS	201472	04/19/2019	112.87	TRAVEL & CONFERENCE
61785	MOTION INDUSTRIES	201473	04/19/2019	10,188.17	CAPITAL IMPROVEMENTS
62575	MUNICIPAL FIRE & POLICE	201559	04/26/2019	123,159.61	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	201560	04/26/2019	1,356.81	VHCL MTCE SUPPLIES
63032	NCL OF WISCONSIN INC	201474	04/19/2019	5,915.59	LAB SUPPLIES
63681	NARTEC, INC.	201362	04/12/2019	360.08	TOOLS & SMALL EQUIP
64400	NATIONWIDE RETIREMENT SOL	201475	04/19/2019	4,220.00	NRS-NATION RETIRE SOL
65489	NICHOLS EQUIPMENT LLC	201265	04/05/2019	51.05	VHCL MTCE SUPPLIES
66001	NORRIS ASPHALT PAVING INC	201363	04/12/2019	5,150.89	STREET MAINT SUPPLIES
66005	NORTHLAND PRODUCTS CO	201364	04/12/2019	143.95	MISCELLANEOUS
66086	NORTHERN SAFETY & INDUSTI	201476	04/19/2019	302.90	OPERATING SUPPLIES
66548	THE OFFICE CENTER	201365	04/12/2019	50.00	OFFICE/COMP. EQUIP MAINT.
66561	OFFICIAL PEST CONTROL	201266	04/05/2019	55.00	SUSTENANCE SUPPLIES
67098	O'REILLY AUTOMOTIVE	201267	04/05/2019	347.11	OPERATING SUPPLIES
67101	OTC BRANDS INC	201366	04/12/2019	344.40	PROGRAM SUPPLIES
67680	OTTUMWA AREA CHAMBER OF	201367	04/12/2019	8,519.00	DOWNTOWN MAINTENANCE
67752	OTTUMWA CHIROPRACTIC CLIN	201368	04/12/2019	255.00	EMPLOYEE PHYSICALS/TESTS
67759	OTTUMWA COMMUNITY SCHOOLS	201269	04/05/2019	457.20	PHOTOCOPIES
68000	OTTUMWA COURLIER	201478	04/19/2019	2,592.17	MISCELLANEOUS
68192	OTTUMWA FIBER LLC	201563	04/26/2019	150.00	TECHNOLOGY SERVICES
68240	OTTUMWA GLASS COMPANY	201564	04/26/2019	50.00	VHCL MTCE SUPPLIES
68556	OTTUMWA NAPA	201479	04/19/2019	228.59	VHCL MTCE SUPPLIES
68560	OTTUMWA PRINTING, INC.	201480	04/19/2019	989.00	PRINTING
68576	OTTUMWA RADIO	201271	04/05/2019	2,511.40	EMPLOYEE RECRUITMENT
69040	OTTUMWA WATER AND HYDRO	201371	04/12/2019	10,726.48	WATER
69688	DIXIE L PARKER	201481	04/19/2019	1,400.00	JANITORIAL
70610	PAYMENT REMITTANCE CENTER	201516	04/19/2019	10,570.64	TRAVEL & CONFERENCE
71931	PHYSIO-CONTROL, INC.	201482	04/19/2019	388.00	OFFICE SUPPLIES
72035	PIPESTONE VET CLINIC OF	201483	04/19/2019	255.40	OTHER PROF SERV
72561	PLUMB SUPPLY COMPANY-OT	201372	04/12/2019	93.71	BLDG MAINT & REPAIR
73250	POTENTIALS INC	201484	04/19/2019	13,450.00	CONTRACTUAL SERVICES
73267	POTTAWATTAMIE COUNTY	201485	04/19/2019	842.44	GARNISHMENTS PAYABLE
73419	PRAETORIAN DIGITAL	201567	04/26/2019	3,213.00	TECHNOLOGY SERVICES
73420	PRAIRIE AG SUPPLY INC	201273	04/05/2019	4,621.00	EQUIPMENT TRANSFERS
73926	PRODUCTIVITY PLUS ACCOUNT	201274	04/05/2019	113.54	VHCL MTCE SUPPLIES
73960	PROFESSIONAL COMPUTER	201275	04/05/2019	99.99	TECHNOLOGY SERVICES
74626	QUALITY SERVICES CORP	201276	04/05/2019	404.78	VHCL MTCE SUPPLIES
74740	RJ PERFORMANCE INC	201568	04/26/2019	35.99	VHCL MTCE SUPPLIES
74751	R.G. CONSTRUCTION, LLC	201277	04/05/2019	114,759.29	CONTRACTUAL SERVICES
74757	R&D COMPUTER SYSTEMS LLC	201278	04/05/2019	900.00	OFFICE/COMP. EQUIP MAINT.
74799	R & R INDUSTRIES, INC.	201373	04/12/2019	64.12	SUSTENANCE SUPPLIES
74955	RACOM CORPORATION	201279	04/05/2019	7,813.23	EQUIP REPAIR
75131	RAMSEY PAINT CONTRACTING	201280	04/05/2019	825.00	CAPITAL IMPROVEMENTS
75142	GENE RATHJE	201281	04/05/2019	14.00	TRAVEL & CONFERENCE
75901	RECORDED BOOKS INC	201374	04/12/2019	358.12	LIBRARY MAT-GRUBB ESTATE
75904	RECREATION SUPPLY COMPANY	201487	04/19/2019	54.15	CAPITAL IMPROVEMENTS
75919	REDSPEED	201375	04/12/2019	650.00	FINES-RED SPEED
75919A	REDSPEED	201376	04/12/2019	890.00	FINES-RED SPEED
76040	REED & REED, INC	201488	04/19/2019	165.00	RAMP MAINT & REPAIR

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
76296	CHRISTINA REINHARD	201489	04/19/2019	98.60	TRAVEL & CONFERENCE
76580	JOSHUA REYNOLDS	201312	04/10/2019	132.24	TRAVEL & CONFERENCE
77196	RIVER HILLS COMMUNITY	201571	04/26/2019	13.50	EMPLOYEE PHYSICALS/TESTS
77309	GAIL ROBERTS	201377	04/12/2019	130.19	TRAVEL & CONFERENCE
77800	ROSENWANS INC	201378	04/12/2019	68.22	VHCL MTCE SUPPLIES
78105	ROYAL PORTABLE TOILETS	201283	04/05/2019	92.88	SANITATION
78291	S & S PLUMBING, HEATING,	201490	04/19/2019	617.50	BLDG MAINT & REPAIR
78708	JOHN SANDEGREN HEATING	201379	04/12/2019	600.00	MISC CONTRACT WORK
78718	SANDRY FIRE SUPPLY LLC	201380	04/12/2019	497.89	SUSTENANCE SUPPLIES
79358	SCHUMACHER ELEVATOR CO	201381	04/12/2019	476.79	BUILDING MAINTENANCE REPA
79970	LARRY SEALS	201313	04/10/2019	8.00	TRAVEL & CONFERENCE
81360	SHERWIN WILLIAMS	201382	04/12/2019	38.83	STREET MAINT SUPPLIES
81507	SHRED-IT USA	201491	04/19/2019	37.80	OTHER PROF SERV
81680	SIGNWAREHOUSE.COM	201383	04/12/2019	95.99	STREET MAINT SUPPLIES
82135	SINCLAIR TRACTOR	201492	04/19/2019	178.01	VHCL MTCE SUPPLIES
82198	TIM SKINNER TRUCKING AND	201284	04/05/2019	8,896.00	CONTRACTUAL SERVICES
82329	RICHARD SLOAN	201285	04/05/2019	2,000.00	INSURANCE CLAIMS
82416	SMITH AND SON	201384	04/12/2019	25.00	VHCL MTCE SUPPLIES
83100A	SNAP-ON-TOOLS	201385	04/12/2019	431.45	TOOLS & SMALL EQUIP
83160	SOLENIS	201386	04/12/2019	4,007.50	OPERATING SUPPLIES
83880	SOUTHERN IOWA DIESEL, INC	201286	04/05/2019	18.20	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	201387	04/12/2019	83.29	ELECTRIC
84095	SPEER FINANCIAL INC	201287	04/05/2019	29,455.00	BOND ISSUE COSTS
85262	STATE HYGIENIC LABORATORY	201388	04/12/2019	26.00	CONTRACTUAL SERVICES
86970	SUPREME STAFFING INC	201493	04/19/2019	12,340.66	CONTRACTUAL SERVICES
86975	SUREFIRE, LLC	201494	04/19/2019	263.30	TOOLS & SMALL EQUIP
87593	TK CONCRETE	201573	04/26/2019	57,928.82	CONTRACTUAL SERVICES
88000	TEAMSTER LOCAL UNION 238	201495	04/19/2019	3,233.60	PUBLIC WKS UNION DUE PAYA
88345	TESTAMERICA LABORATORIES	201289	04/05/2019	2,145.68	LAB SUPPLIES
88858	TIFCO INDUSTRIES	201496	04/19/2019	134.40	OPERATING SUPPLIES
89090	TOTAL CHOICE SHIPPING	201574	04/26/2019	54.11	POSTAGE & SHIPPING
89308	TRANS-IOWA EQUIPMENT, INC.	201497	04/19/2019	869.05	VHCL MTCE SUPPLIES
89462A	TREASURER STATE OF IOWA	201389	04/12/2019	3,457.00	SALES TAX PAYABLE
89545	TRI-TECH FORENSICS, INC	201390	04/12/2019	199.50	TOOLS & SMALL EQUIP
89855	TRUITT ABSTRACT COMPANY	201575	04/26/2019	375.00	CONTRACTUAL SERVICES
90230	TYR SPORT INC	201391	04/12/2019	513.50	SUSTENANCE SUPPLIES
90454	ULINE	201290	04/05/2019	169.11	OFFICE SUPPLIES
90846	UPS	201576	04/26/2019	217.73	POSTAGE & SHIPPING
90851	UNITED SEEDS INC	201393	04/12/2019	540.00	GROUPS MAINT & REPAIR
90885	UNITYPOINT CLINIC	201394	04/12/2019	126.00	EMPLOYEE PHYSICALS/TESTS
91835	USA BLUE BOOK	201500	04/19/2019	1,223.49	LAB SUPPLIES
91956	USEMCO INC.	201579	04/26/2019	666.74	OPERATING SUPPLIES
92398	VAN MAANEN ELECTRIC, INC.	201395	04/12/2019	34,827.00	CAPITAL IMPROVEMENTS
92555	THE VAN METER COMPANY	201396	04/12/2019	1,154.46	MISCELLANEOUS
92648	VENSTRA & KIMM INC	201501	04/19/2019	6,043.62	MISCELLANEOUS
92665	VENMILL INDUSTRIES	201502	04/19/2019	159.98	OPERATING SUPPLIES
92679	VERIZON WIRELESS	201504	04/19/2019	1,154.63	TELEPHONE/IT
92680	VERMEER SALES & SERVICE	201580	04/26/2019	228.00	VHCL MTCE SUPPLIES
93504	WMPF GROUP, LLC.	201293	04/05/2019	139.91	EMPLOYEE RECRUITMENT
94000	WALMART COMMUNITY/RFCSLIC	201581	04/26/2019	963.75	OPERATING SUPPLIES
94001	WALMART COMMUNITY/RFCSLIC	201294	04/05/2019	265.70	LIBRARY MAT-GRUBB ESTATE
94125	WAPELLO COUNTY	201397	04/12/2019	3,250.00	DRUG TASK FORCE GRANT
94704	WAPELLO COUNTY RECORDER	201505	04/19/2019	32.00	RECORDING & COURT FEES
94720	WAPELLO COUNTY SHERIFF	201295	04/05/2019	8,933.52	NATURAL GAS

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
94721	WAPELLO CO SHERIFF'S OFFI	201398	04/12/2019	5,126.16	DRUG TASK FORCE GRANT
94725	WAPELLO COUNTY SHERIFF	201507	04/19/2019	526.00	GARNISHMENTS PAYABLE
95000	WAPELLO COUNTY UNITED WAY	201508	04/19/2019	70.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	201298	04/05/2019	65.45	WATER
95315	WATEROUS COMPANY	201582	04/26/2019	717.90	VHCL MTCE SUPPLIES
95368	WAYNE'S TIRE	201299	04/05/2019	650.14	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	201509	04/19/2019	361,359.60	GROUP HEALTH CLAIMS
95890	WESTERN SPECIALTY CONTRAC	201584	04/26/2019	16,720.00	CONTRACTUAL SERVICES
96525	JAY WHEATON	201585	04/26/2019	24.00	TRAVEL & CONFERENCE
97305	WINDSTREAM	201586	04/26/2019	574.24	TELEPHONE/IT
97320	WINGER COMPANIES	201510	04/19/2019	700.00	BLDG MAINT & REPAIR
97321	WINGER SERVICE	201587	04/26/2019	150.00	OPERATING SUPPLIES
97334	WINN CORP	201588	04/26/2019	12,334.80	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	201401	04/12/2019	9,664.47	NATURAL GAS
98684	ZIMMER & FRANCESCONE INC	201511	04/19/2019	13,702.00	CAPITAL IMPROVEMENTS

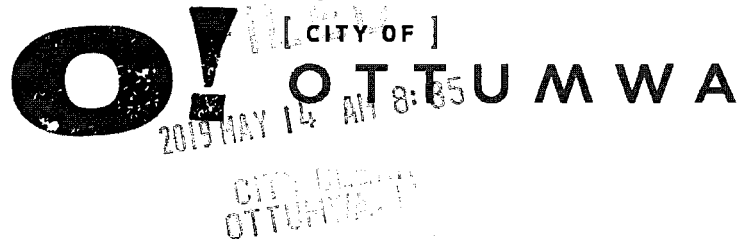
TOTAL NUMBER OF CHECKS 532 WRITTEN TO 285 VENDORS FOR 1,909,072.75

lowa Dept of Revenue
 IPERS 40,271.00 *Iowa withholding*
 IPERS 32,264.00 *IPERS WITHHOLDING*
 IPERS 48,421.50 *IPERS - city share*
 Internal Revenue Center 42,579.61 *payroll taxes*
 Internal Revenue Center 119,615.29 *employee withholding*
 Total disbursements 2,192,224.15

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 04/30/2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	2879978.45	2254549.34	1122481.03	4012046.76	15404.62	4027451.38
TOTALS FOR FUND 002	PARKING RAMP	30898.24	44.00	525.00	30417.24	165.00	30582.24
TOTALS FOR FUND 110	ROAD USE TAX	5940807.28	244285.15	315012.29	5870080.14	1118.01	5871198.15
TOTALS FOR FUND 112	EMPLOYEE BEN	-554290.00	1579025.62	444367.00	580368.62		580368.62
TOTALS FOR FUND 119	EMERGENCY FU		39940.92	39940.92			
TOTALS FOR FUND 121	SALES TAX 1%	1098268.23	246632.81	27583.66	1317317.38		1317317.38
TOTALS FOR FUND 124	VOGEL URBAN						
TOTALS FOR FUND 125	WESTGATE TIF						
TOTALS FOR FUND 126	AIRPORT TIF	333191.41	183288.26	8519.00	507960.67		507960.67
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	139457.32	1628.73		141086.05		141086.05
TOTALS FOR FUND 129	RISK MANAGEM	950652.64	134727.57	19411.35	1065968.86	67.26	1066036.12
TOTALS FOR FUND 131	AIRPORT FUND	140385.01	58188.77	45259.59	153314.19	88.00	153402.19
TOTALS FOR FUND 133	LIBRARY FUND	237022.36	130940.58	59472.17	308490.77	285.83	308776.60
TOTALS FOR FUND 135	CEMETERY FUN	-59856.75	59138.37	23636.38	-24354.76	1301.85	-23052.91
TOTALS FOR FUND 137	HAZ-WAT FUND	146517.03	22552.21	7594.01	161475.23	25.50	161500.73
TOTALS FOR FUND 141	2018 UPPER S	-60578.02	120945.04	61767.72	-1400.70		-1400.70
TOTALS FOR FUND 142	HOAP/HILP ES						
TOTALS FOR FUND 143	EPA BROWNFL						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV						
TOTALS FOR FUND 146	DOWNTOWN STR						
TOTALS FOR FUND 147	CDBG P-2 MAS	-151.99		42.70	-194.69		-194.69
TOTALS FOR FUND 148	2016 OMW CDB	-43569.53	50000.00		6430.47	6478.65	12909.12
TOTALS FOR FUND 151	OTHER BOND P						
TOTALS FOR FUND 167	FIRE BEQUEST	820972.03	466921.04	131693.30	1156199.77	17540.00	1173739.77
TOTALS FOR FUND 169	START UP FUN	23225.31			23225.31		23225.31
TOTALS FOR FUND 171	RETIREE HEAL	754341.80	95644.00	100038.51	749947.29	102.00	750049.29
TOTALS FOR FUND 173	LIBRARY BEQU	166192.79	376.00	7102.91	159465.88		159465.88
TOTALS FOR FUND 174	COMMUNITY DE	73535.65			73535.65		73535.65
TOTALS FOR FUND 175	POLICE BEQUE	87207.68	4775.00	735.70	91246.98	127.44	91374.42
TOTALS FOR FUND 177	HISTORIC PRE	1783.17			1783.17		1783.17
TOTALS FOR FUND 200	DEBT SERVICE	2323839.92	691514.48	111145.88	2904208.52		2904208.52
TOTALS FOR FUND 301	STREET PROJE	1024899.81	3102888.00	10336.14	4117451.67		4117451.67
TOTALS FOR FUND 303	AIRPORT PROJ	206057.89	1305284.05	30825.87	1480516.07		1480516.07
TOTALS FOR FUND 307	SIDEWALK & C	153964.36		62350.67	91613.69		91613.69
TOTALS FOR FUND 309	PARK PROJECT	172190.59	729540.30	198754.71	702976.18		702976.18
TOTALS FOR FUND 311	LEVEE PROJEC	179038.81			179038.81		179038.81
TOTALS FOR FUND 313	EVENT CENTER	-6178.69	150000.00	315.36	143505.95		143505.95
TOTALS FOR FUND 315	SEWER CONSTR	756121.40	640000.00	7832.10	1388289.30		1388289.30
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM						
TOTALS FOR FUND 503	CEMETERY PER						
TOTALS FOR FUND 610	SEWER UTILIT	1628692.65	230.00	567369.49	1479827.45	21225.75	230.00
TOTALS FOR FUND 611	SEWER SINKIN	1056497.00	418504.29		1163330.00		1501053.20
TOTALS FOR FUND 612	STORM WATER		106833.00				1163330.00
TOTALS FOR FUND 613	SEWER IMPROV	3175363.00	41707.00		3217070.00		3217070.00
TOTALS FOR FUND 670	LANDFILL FUN	1557155.30	1503542.63	109058.37	2951639.56	5662.38	2957301.94
TOTALS FOR FUND 671	LANDFILL RES	1093884.00			1093884.00		1093884.00
TOTALS FOR FUND 673	RECYCLING	133278.00	32186.76	47947.37	117517.39	4532.50	122049.89
TOTALS FOR FUND 690	TRANSIT FUND	654421.50	268185.37	84737.20	837869.67	1224.43	839094.10
TOTALS FOR FUND 695	1015 TRANSIT						

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 720	BRIDGEVIEW E	107836.16	120000.00	90713.56	137122.60		137122.60
TOTALS FOR FUND 750	GOLF COURSE	6210.62			6210.62		6210.62
TOTALS FOR FUND 810	POOLED INVES	-30182502.84	33046.86	11665018.35	-41814474.33		-41814474.33
TOTALS FOR FUND 820	PAYROLL CLEA	106663.94	1066642.26	1064504.17	108802.03	2135.00	110937.03
TOTALS FOR FUND 840	EQUIPMENT PU	1417583.20		3800.00	1413783.20		1413783.20
TOTALS FOR FUND 860	GROUP HEALTH	3643223.50	331743.36	311801.09	3663165.77		3663165.77
TOTALS FOR ALL LISTED FUNDS		2314230.23	16235451.77	16781693.57	1767988.43	77484.22	1845472.65



May 21, 2019

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointments to the Planning and Zoning Commission, terms to expire 4/01/2024.

Larry Jarvis
17 Woodshire

FILED
2019 MAY 16 PM 1:09
CITY OF OTTUMWA

CITY OF OTTUMWA
STAFF SUMMARY

Council Meeting of: May 21, 2019

ITEM NO. Joni Keith
Prepared By Joni Keith
LBS
Larry Seals
Department Head

Engineering
Department

Andy Morris
Andy Morris

AGENDA TITLE: Approve the appointment of Scott McCarty to the position of Engineering Supervisor with the City's Engineering Department effective May 13, 2019.

PURPOSE: Approve the appointment of Scott McCarty to the position of Engineering Supervisor with the City's Engineering Department effective May 13, 2019.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Scott McCarty is currently a Design Tech II in the City's Engineering Department. He has been a city employee since August of 2005. He started in the Engineering Department as a Design Tech and had been the supervisor in that department for a number of years before becoming a Design Tech II in July of 2014. This position would become effective May 13, 2019 and salary will be \$33.57 per hour plus longevity pursuant to City policy. This is a non-civil service, non-collective bargaining position. This position is vacant due to the transfer of former Engineering Supervisor Chad Carlson who took the position of Public Works Operations Superintendent.

FILED

2019 MAY 15 PM 1:23

CITY OF OTTUMWA
Staff Summary

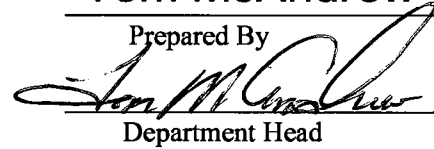
CITY OF
OTTUMWA

**** ACTION ITEM ****

Council Meeting of: May 21, 2019

Tom McAndrew

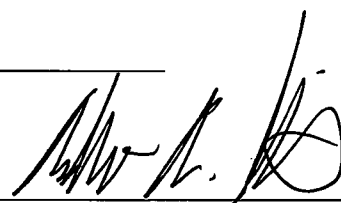
Prepared By



Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee C-Store.

Public hearing required if this box is checked.

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

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgement/Settlement Agreement for Hy-Vee, Inc. d/b/a Hy-Vee C-Store.

DISCUSSION: On April 26, 2019, an employee at a local tobacco retailer sold a tobacco product to a person under the age of eighteen. The business was:
Hy-Vee, Inc. d/b/a Hy-Vee C-Store
2457 N. Court St.
Ottumwa, Iowa

For the first violation of Selling Tobacco To A Minor, the Iowa Code requires that the business be assessed a \$300.00 civil penalty. The actual cigarette permit holder for the business has submitted a check to the City

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

of Ottumwa in the amount of \$300.00 and signed the settlement agreement for the penalty. The remaining process is for the City Council to authorize the Mayor to sign the order accepting the settlement.



Sales Receipt

Date	Sale No.
5/15/2019	81935

Sold To
Hy-Vee, Inc. 5820 Westown Parkway West Des Moines, IA 50266

City of Ottumwa
105 E Third St
Ottumwa, IA 52501

Check No.	Payment Method	Project
1475958	Check	Hy-Vee C-Store #2 -...

Item	Description	Amount
001-110-4765	Fines, Surcharge, Tobacco Penalty - 1st Violation	300.00

	Total	\$300.00
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**ORDER ACCEPTING ACKNOWLEDGMENT /
SETTLEMENT AGREEMENT
1ST VIOLATION**

BEFORE THE OTTUMWA CITY COUNCIL

IN RE:
Hy-Vee, Inc.
d/b/a Hy-Vee C-Store
5820 Westown Parkway
West Des Moines, IA 50266

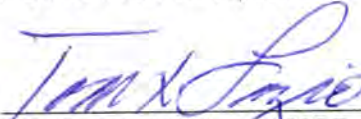
**ORDER ACCEPTING
ACKNOWLEDGMENT /
SETTLEMENT AGREEMENT**

ON this 21st day of May, 2019, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment / Settlement Agreement between the above captioned permittee and the City of Ottumwa.

Therefore, the Ottumwa City Council FINDS that the above captioned permittee has remitted to the "City of Ottumwa", a civil penalty in the amount of three hundred dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

CITY OF OTTUMWA, IOWA

By: 
TOM X. LAZIO, MAYOR

ATTEST:


CHRIS REINHARD, CITY CLERK



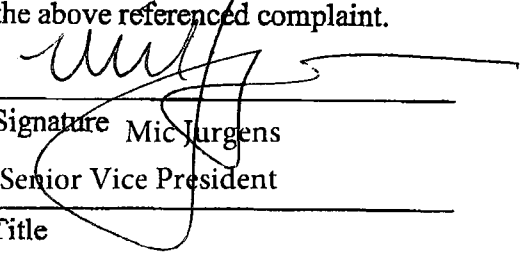
**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT
1ST VIOLATION**

IN RE;
Hy-Vee, Inc.
d/b/a Hy-Vee C-Store
5820 Westown Parkway
West Des Moines, IA 50266

**ACKNOWLEDGMENT /
SETTLEMENT
AGREEMENT**

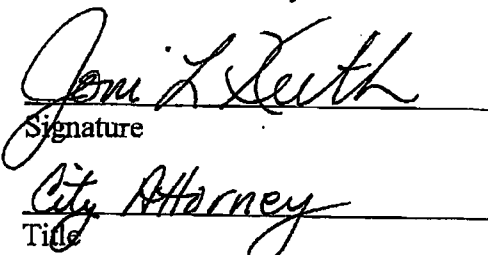
ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for the amount of \$300 made payable to the "City of Ottumwa" to settle the above referenced complaint.



Signature Mic Jurgens
Senior Vice President

Title



Signature
City Attorney

Title

5/9/19

Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300 check made payable to the "City of Ottumwa", should be returned to:

**Joni Keith, City Attorney
City Hall
105 East Third Street
Ottumwa, Iowa 52501**

FILED 

2019 MAY 16 PM 1:13

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 21, 2019

Engineering Department
Department

Larry Seals
Prepared By
Larry Seals

Department Head

[Handwritten Signature]

City Administrator Approval

AGENDA TITLE: Approving the hourly rate schedule for Professional Services between V&K and the City of Ottumwa.

RECOMMENDATION: Pass and adopt Proposed Hourly rates to develop estimates for a Build Grant Application.

DISCUSSION: During the past several years multiple downtown partners have developed general concept plans to redevelop the downtown riverfront areas. Major components would include continued development of completed streets along the Main Street corridor branching off to include South Court, Washington Street and Marion Street.

Public Works in conjunction with V&K would develop cost estimates for proposed street redevelopment and parking improvements under this proposed hourly rate schedule. This information will then be used as one component to develop a Build Grant application.

The first phase of the engineering services is estimated to be less than \$24,500.

Regional Planning Staff in coordination with Legacy will develop all other needed information such as environmental assessments and BCA.

Other major components include multiple housing developments complex's which are currently being pursued by our Planning Department. Redevelopment of the Amtrak station, Ballingall Park Area, Muni Parking Lot and sewer and storm infrastructure as needed.

The Build Grant submittal date is July 15th 2019.

Source of Funds: RU

Budgeted Item: No

Budget Amendment Needed: Yes

VEENSTRA & KIMM, INC.
 HOURLY RATES BY EMPLOYEE CLASSIFICATION
 (Effective July 2018)

Management I.....	\$172.00
Management II.....	170.00
Process Engineer.....	193.00
Engineer I-A.....	172.00
Engineer I-B.....	162.00
Engineer I-C.....	154.00
Engineer II-A.....	140.00
Engineer II-B.....	129.00
Engineer III-A.....	122.00
Engineer III-B.....	118.00
Engineer III-C.....	115.00
Engineer IV.....	111.00
Engineer V.....	102.00
Engineer VI.....	99.00
Engineer VII.....	91.00
Engineer VIII.....	87.00
Engineer IX.....	81.00
Engineer X.....	74.00
Engineer XI.....	67.00
Accountant I.....	100.00
Accountant II.....	60.00
IT I.....	125.00
IT II.....	95.00
Design Technician I.....	97.00
Planner I.....	108.00
Planner II.....	75.00
Planner III.....	69.00
Drafter IA.....	96.00
Drafter IB.....	89.00
Drafter II.....	84.00
Drafter III.....	79.00
Drafter IV.....	72.00
Drafter V.....	61.00
Drafter VI.....	58.00
Drafter VII.....	45.00
Clerical I.....	89.00
Clerical II.....	61.00
Clerical III.....	53.00
Clerical IV.....	46.00
Clerical V.....	36.00
Construction Manager.....	166.00
Surveyor I.....	115.00
Surveyor II.....	96.00
Technician I.....	86.00
Technician II.....	79.00
Technician III.....	73.00
Technician IV.....	69.00
Technician V.....	62.00
Technician VI.....	58.00
Technician VII.....	49.00
Technician VIII.....	43.00
Technician IX.....	35.00
Building Inspector I.....	154.00
Building Inspector I-A.....	108.00
Building Inspector II.....	83.00
Building Inspector III.....	61.00

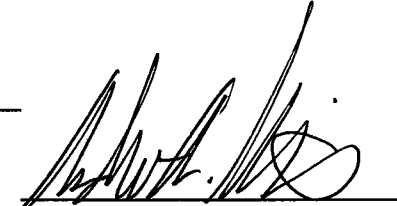
Robotics	30.00/Hour
GPS.....	30.00/Hour
Leica Total Station	20.00/Hour
Total Station Robotics	15.00/Hour
Tablet.....	45.00/Hour
Fluoroscope.....	50.00/Hour
4-Wheeler	45.00/Hour
Mileage545¢/Mile


REC-1
City of Ottumwa
2019 APR 24 PM 4: 08
Staff Summary

Council Meeting of: May 21, 2019

Item No. _____

Finance Department
Department


City Administrator

Robert Jay
Prepared By

Dept. Head

Agenda Title: Resolution No. 89-2019 Authorizing the Monthly Budgeted Transfers As Authorized in the Fiscal Year 2019 Budget.



Purpose: Authorized monthly budgeted transfers.

Recommendation: Pass and Adopt Resolution No. 89-2019

Discussion: This resolution is being prepared to comply with City Finance Committee Rules Chapter 545 of the Iowa Code. The budgeted transfers are attached for review. These transfers are for the month of June 2019. This will be a monthly required council action as well as a special resolution when the budget is approved.

RESOLUTION NO. 89-2019

A RESOLUTION AUTHORIZING THE MONTHLY BUDGETED TRANSFERS AS AUTHORIZED IN THE FISCAL YEAR 2019 BUDGET.

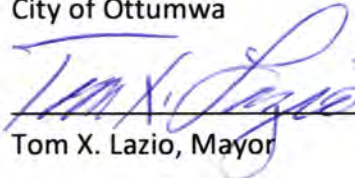
WHEREAS, The City Finance Department, effective April 13, 2019 is required by Iowa Code Chapter 545 to have all transfers between funds approved by resolution, and

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

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

PASSED AND APPROVED THIS 21st DAY OF MAY 2019.

City of Ottumwa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

(Seal)



CITY OF OTTUMWA
JOURNAL VOUCHER

J.V. No. _____ DATE 4/23/19 POST PERIOD 06 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>128-9-910-18110</u>	<u>118,238.75</u>		Wildwood Hwy 34 TIF
<u>2</u>	<u>128-1110</u>		<u>118,238.75</u>	
<u>3</u>	<u>200-1110</u>	<u>118,238.75</u>		Debt Service
<u>4</u>	<u>200-000-4830</u>		<u>118,238.75</u>	
<u>5</u>	_____	_____	_____	
<u>6</u>	_____	_____	_____	
<u>7</u>	_____	_____	_____	
<u>8</u>	_____	_____	_____	
<u>9</u>	_____	_____	_____	
<u>10</u>	_____	_____	_____	
<u>11</u>	_____	_____	_____	
<u>12</u>	_____	_____	_____	
<u>13</u>	_____	_____	_____	
<u>14</u>	_____	_____	_____	

DESCRIPTION: Budget Tran - WWTIF/DS

COMMENT: _____

#10

PREPARED BY: Km

APPROVED BY: _____

CITY OF OTTUMWA
JOURNAL VOUCHER

J.V. No. _____ DATE 4/23/19 POST PERIOD 06 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>125-9-910-6910</u>	<u>121,325.00</u>		711 w.c.
<u>2</u>	<u>125-1110</u>		<u>121,325.00</u>	Wildwood TIF Drive
<u>3</u>	<u>125-9-910-6910</u>	<u>126,384.50</u>		2013 D
<u>4</u>	<u>125-1110</u>		<u>126,384.50</u>	
<u>5</u>	<u>125-9-910-6910</u>	<u>378,280.00</u>		2013 A
<u>6</u>	<u>125-1110</u>		<u>378,280.00</u>	
<u>7</u>	<u>200-1110</u>	<u>575,989.50</u>		D&T SVC
<u>8</u>	<u>200-000-4830</u>		<u>575,989.50</u>	
<u>9</u>	_____	_____	_____	
<u>10</u>	_____	_____	_____	
<u>11</u>	_____	_____	_____	
<u>12</u>	_____	_____	_____	
<u>13</u>	_____	_____	_____	
<u>14</u>	_____	_____	_____	

DESCRIPTION: TIF Trans - Debt serv.

COMMENT: _____

#10

PREPARED BY: Km

APPROVED BY: _____

**CITY OF OTTUMWA
JOURNAL VOUCHER**

J.V. No. _____ DATE 4-23-19 POST PERIOD 06 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>610-9-910-6910</u>	<u>227,650.00</u>		Sewer Utility
<u>2</u>	<u>610-1110</u>		<u>227,650.00</u>	
<u>3</u>	<u>200-1110</u>	<u>227,650.00</u>		Debt Svc
<u>4</u>	<u>200-000-4830</u>		<u>227,650.00</u>	
<u>5</u>	_____	_____	_____	
<u>6</u>	_____	_____	_____	
<u>7</u>	_____	_____	_____	
<u>8</u>	_____	_____	_____	
<u>9</u>	_____	_____	_____	
<u>10</u>	_____	_____	_____	
<u>11</u>	_____	_____	_____	
<u>12</u>	_____	_____	_____	
<u>13</u>	_____	_____	_____	
<u>14</u>	_____	_____	_____	

DESCRIPTION: Bdgt Trans - Sewer/DS/PI

COMMENT: Phase 1

TOTAL
12-1 17,525.00
227,650.00
245,175.00

PREPARED BY: Km

APPROVED BY: _____

CITY OF OTTUMWA
JOURNAL VOUCHER

J.V. No. _____ DATE 4/23/19 POST PERIOD 06 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>121-9-910-6910</u>	<u>230,040.50</u>	_____	
<u>2</u>	<u>121-1110</u>	_____	<u>230,040.50</u>	LOST
<u>3</u>	<u>610-1110</u>	<u>230,040.50</u>	_____	
<u>4</u>	<u>610-000-4830</u>	_____	<u>230,040.50</u>	Sewer Utility
<u>5</u>	<u>200-1110</u>	<u>230,040.50</u>	_____	
<u>6</u>	<u>200-000-4830</u>	_____	<u>230,040.50</u>	Debt Service
<u>7</u>	<u>610-9-910-6910</u>	<u>230,040.50</u>	_____	
<u>8</u>	<u>610-1110</u>	_____	<u>230,040.50</u>	
<u>9</u>	_____	_____	_____	
<u>10</u>	_____	_____	_____	
<u>11</u>	_____	_____	_____	
<u>12</u>	_____	_____	_____	
<u>13</u>	_____	_____	_____	
<u>14</u>	_____	_____	_____	

Budget 259,956

DESCRIPTION: Bdgt Trans - lost / sewer / DS

COMMENT: Debt Service

#10

12-1	29,915.50
6-1	230,040.50
	<u>259,956</u>

PREPARED BY: Km

APPROVED BY: _____

CITY OF OTTUMWA
JOURNAL VOUCHER

J.V. No. _____

DATE 4-23-19

POST PERIOD 06 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT
<u>1</u>	<u>610-9-910-6910</u>	<u>154,987.00</u>	
<u>2</u>	<u>610-1110</u>		<u>154,987.00</u>
<u>3</u>	<u>200-1110</u>	<u>154,987.00</u>	
<u>4</u>	<u>200-000-4830</u>		<u>154,987.00</u>
<u>5</u>			
<u>6</u>			
<u>7</u>			
<u>8</u>			
<u>9</u>			
<u>10</u>			
<u>11</u>			
<u>12</u>			
<u>13</u>			
<u>14</u>			

Sewer
Utility

Debt
Service

DESCRIPTION:

Budget Trans - Sewer/debt serv.

COMMENT:

Series 2017

12-1 4987.00
6-1 154,987.00
TOTAL YEAR 159,974.00
159,974

PREPARED BY:

Km

APPROVED BY:

CITY OF OTTUMWA
JOURNAL VOUCHER

J.V. No. _____

DATE 4/23/19 POST PERIOD 06 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>610-1110</u>	<u>1,282,000.00</u>		
<u>2</u>	<u>610-815-4820</u>		<u>1,282,000.00</u>	Sewer Utility
<u>3</u>	<u>611-9-910-6910</u>	<u>1,282,000.00</u>		Sewer
<u>4</u>	<u>611-1110</u>		<u>1,282,000.00</u>	Revenue
<u>5</u>	_____	_____	_____	
<u>6</u>	_____	_____	_____	
<u>7</u>	_____	_____	_____	
<u>8</u>	_____	_____	_____	
<u>9</u>	_____	_____	_____	
<u>10</u>	_____	_____	_____	
<u>11</u>	_____	_____	_____	
<u>12</u>	_____	_____	_____	
<u>13</u>	_____	_____	_____	
<u>14</u>	_____	_____	_____	

DESCRIPTION: Budget Tran-Sewer

COMMENT: _____

#11

PREPARED BY: Km

APPROVED BY: _____

CITY OF OTTUMWA
JOURNAL VOUCHER

J.V. No. _____ DATE 4/23/19 POST PERIOD 06 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>610-1110</u>	<u>750,000.00</u>	_____	
<u>2</u>	<u>610-815-11500</u>	_____	<u>750,000.00</u>	Sewer Utility
<u>3</u>	<u>613-9-9-6910</u>	<u>750,000.00</u>	_____	Sewer
<u>4</u>	<u>613-1110</u>	_____	<u>750,000.00</u>	Reserve
<u>5</u>	_____	_____	_____	
<u>6</u>	_____	_____	_____	
<u>7</u>	_____	_____	_____	
<u>8</u>	_____	_____	_____	
<u>9</u>	_____	_____	_____	
<u>10</u>	_____	_____	_____	
<u>11</u>	_____	_____	_____	
<u>12</u>	_____	_____	_____	
<u>13</u>	_____	_____	_____	
<u>14</u>	_____	_____	_____	

DESCRIPTION: Budget Trans - Sewer Reserve

COMMENT: _____

PREPARED BY: Km

APPROVED BY: _____

CITY OF OTTUMWA
JOURNAL VOUCHER

J.V. No. _____ DATE 4/23/19 POST PERIOD 06 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>135 1110</u>	<u>9,050.00</u>		Cemetery
<u>2</u>	<u>135-450-4834</u>		<u>9,050.00</u>	
<u>3</u>	<u>129-9-910-6910</u>	<u>9,050.00</u>		Risk mgt.
<u>4</u>	<u>129-1110</u>		<u>9,050.00</u>	
<u>5</u>	_____	_____	_____	
<u>6</u>	_____	_____	_____	
<u>7</u>	_____	_____	_____	
<u>8</u>	_____	_____	_____	
<u>9</u>	_____	_____	_____	
<u>10</u>	_____	_____	_____	
<u>11</u>	_____	_____	_____	
<u>12</u>	_____	_____	_____	
<u>13</u>	_____	_____	_____	
<u>14</u>	_____	_____	_____	

DESCRIPTION: Budget TRANS - Cemetery Ins.

COMMENT: _____

#46

PREPARED BY: Kim

APPROVED BY: _____

CITY OF OTTUMWA
JOURNAL VOUCHER

J.V. No. _____ DATE 4/23/19 POST PERIOD 06 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>133-1110</u>	<u>5,000.00</u>	_____	<i>L. Gans</i>
<u>2</u>	<u>133-410-4834</u>	_____	<u>5,000.00</u>	
<u>3</u>	<u>129-9-910-2910</u>	<u>5,000.00</u>	_____	<i>Risk mgt</i>
<u>4</u>	<u>129-1110</u>	_____	<u>5,000.00</u>	
<u>5</u>	_____	_____	_____	
<u>6</u>	_____	_____	_____	
<u>7</u>	_____	_____	_____	
<u>8</u>	_____	_____	_____	
<u>9</u>	_____	_____	_____	
<u>10</u>	_____	_____	_____	
<u>11</u>	_____	_____	_____	
<u>12</u>	_____	_____	_____	
<u>13</u>	_____	_____	_____	
<u>14</u>	_____	_____	_____	

DESCRIPTION: Budget Trans - Library Ins.

COMMENT: _____

#46 _____

PREPARED BY: Km

APPROVED BY: _____

FILED
CITY OF OTTUMWA
2019 MAY 16 PM 1:09
Staff Summary
CITY OF OTTUMWA
** ACTION ITEM **

Council Meeting of: May 21, 2019

Alicia Bankson
Prepared By
Larry Seal
Department Head

[Signature]
City Administrator Approval

Engineering
Department

AGENDA TITLE: Resolution #94-2019. Approving the contract, bond, and certificate of insurance for the Ottumwa Main Street Project (Downtown Streetscape).

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

RECOMMENDATION: Pass and adopt Resolution #94-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Portzen Construction, Inc, of Dubuque, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the May 7, 2019 City Council Meeting in the amount of \$5,096,359.30.

Bid Amount: \$ 5,096,359.30

Engineer's Opinion of Cost: \$ 4,113,875.20
10% contingency \$ 420,159.00
\$ 4,534,034.20

<u>Funding:</u>	<u>Grants</u>
CDBG	\$ 800,000 split between City and Legacy
Water Quality	\$ 55,000
Legacy	\$1,946,000
City of Ottumwa	\$2,670,000
OWW	\$ 511,665
Total	\$5,982,665

Base bid \$5,096,359.30
Resident Engineer \$ 300,000.00

Total \$5,396,359.30 does not include gas service relocates nor final water service cost.

Source of Funds: FY19 CIP Budgeted Item: Yes Budget Amendment Needed: No

RESOLUTION #94-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE OTTUMWA MAIN STREET PROJECT (DOWNTOWN STREETSCAPTE)

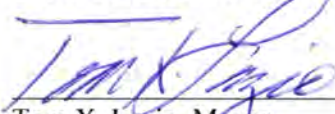
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Portzen Construction, Inc, of Dubuque, Iowa in the amount of \$5,096,359.30 based on total unit price and estimated quantities; and,

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with Portzen Construction, Inc. of Dubuque, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21st day of May, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **May 21, 2019**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the **OWNER** and **Portzen Construction, Inc. of Dubuque, Iowa**, the party of the second part, hereinafter called the **CONTRACTOR**.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: "**Ottumwa Main Street Improvement Project - Ottumwa, Iowa**" prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the **ENGINEER**, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by **November 1, 2020** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$5,096,359.30** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

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

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

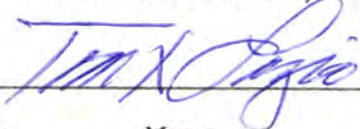
ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the two (2) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII


CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Plan Drawings and Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond and the Performance Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

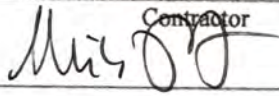
CITY OF OTTUMWA, IOWA

By 
Title Mayor

ATTEST:


Title City Clerk

Portzen Construction, Inc.

By 
Title Michael J. Portzen, Vice President
Address 205 Stone Valley Drive
City, State, Zip Dubuque, IA 52003

SECTION 00510
PERFORMANCE BOND

Bond #54-226661

KNOW ALL PERSONS BY THESE PRESENTS: that

Portzen Construction Inc

(Name of Contractor)

205 Stone Valley Drive, Dubuque, Iowa 52003

(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

United Fire & Casualty Company

(Name of Surety)

118 Second Avenue SE, Cedar Rapids, Iowa 52401

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Five million ninety six thousand three hundred fifty
(\$5,096,359) 30 lawful money of the United States, for the payment of which sum well and truly to be nine and
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. thirty cents

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 21st day of May, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

OTTUMWA MAIN STREET IMPROVEMENT PROJECT

Ottumwa, Iowa

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the two (2) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

**SECTION 00520
PAYMENT BOND**

Bond #54-226661

KNOW ALL PERSONS BY THESE PRESENTS: that

Portzen Construction Inc

(Name of Contractor)

205 Stone Valley Drive, Dubuque, Iowa 52003

(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

United Fire & Casualty Company

(Name of Surety)

118 Second Avenue SE, Cedar Rapids, Iowa 52401

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Five million ninety six thousand three hundred fifty
(\$5,096,359.30) lawful money of the United States, for the payment of which sum well and truly to be nine and
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. thirty cents

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract
with the OWNER, dated this 21st day of May, 2019, a copy of which is hereto attached and
made a part hereof for the construction of:

OTTUMWA MAIN STREET IMPROVEMENT PROJECT

Ottumwa, Iowa

Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations
furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract,
and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants,
oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection
with the construction of such WORK, and all insurance premiums on said WORK and for all labor performed
in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void: otherwise to
remain in full force and effect.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herem collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TERRANCE J. FRIEDMAN, SCOTT A. DESOUSA, MARK J. PHALEN, DAN A. WELLIK, SHIRLEY M. SHANNON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of October, 2013

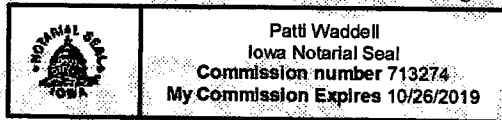


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 21st day of May, 2019



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Friedman Insurance, Inc. PO Box 759 Dubuque IA 52004-0759	CONTACT NAME: Pam Buchholtz	
	PHONE (A/C, No, Ext): 563-556-0272	FAX (A/C, No): 563-556-4425
E-MAIL ADDRESS: buchholtzp@friedman-group.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United Fire & Casualty		13021
INSURER B: Midwest Builders' Casualty Mutual Company		13126
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED PORTCON-02
 Portzen Construction Inc
 205 Stone Valley Dr.
 Dubuque IA 52003

COVERAGES **CERTIFICATE NUMBER:** 1881699765 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		60456157	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			60456157	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UI/UIM \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			60456157	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-0001565-2018A	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Installation Floater			60456157	12/31/2018	12/31/2019	Limit per Job Site Deductible 500,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Ottumwa Main Street Improvement Project. City of Ottumwa is listed as an Additional Insured on the above General Liability as provided by endorsement CG7280.

CERTIFICATE HOLDER**CANCELLATION**

City of Ottumwa
 105 East 3rd Street
 Ottumwa IA 52501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tenara Friedman

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**LIMITED EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Coverage D - Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E - Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Coverage F - Electronic Data Liability Coverage - \$50,000
- * Coverage G - Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Coverage H - Water Damage Legal Liability - \$25,000
- * Coverage I - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program - Limited Coverage
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
- * Additional Insured - Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors Automatic Status When Required in Construction Agreement With You
- * Additional Insured - Employee Injury to Another Employee
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * "Insured Contract" redefined for Limited Railroad Contractual Liability
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 12 FOR CHANGES AFFECTING
YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LIMITED EXTENDED ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At **2. Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

2. Expanded Fire Legal Liability

At **2. Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. Non-Owned Watercraft

At **2. Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2)(a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At **2. Exclusions** the following is added to paragraph (4) of exclusion **j. Damage To Property**:

This exclusion does not apply to “property damage” to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for “property damage” to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At **2. Exclusions** the following is added to paragraphs (3), (4) and (6) of exclusion **j. Damage To Property**:

This exclusion does not apply to “property damage” resulting from the use of elevators. However, any insurance provided for such “property damage” is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

“Property damage” to property of others caused by the insured:

a. While in your possession; or

b. Arising out of “your work”.

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. Damage to Property is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. **COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. **COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. **Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury".

- b. **"Property Damage"** means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. **COVERAGE G - PRODUCT RECALL EXPENSE**

- a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily Injury" or "Property Damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under Coverage H (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit. The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

6. COVERAGE I – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

The following exclusion is added to Paragraph 2. Exclusions of **SECTION I – COVERAGES COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** :

- r. This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" for any "consolidated (Wrap-up) insurance program" which has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not a consolidated (Wrap-up) insurance program:

- a. Provides coverage identical to that provided by this Coverage Part; or
- b. Has limits adequate to cover all claims.

This exclusion does not apply if a "consolidated (Wrap-up) insurance program" covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

For purposes of this exclusion a "consolidated (wrap-up) insurance program" is a program providing insurance coverage to all parties for exposures involved with a particular (typically major) construction project.

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item **1.b.** is amended as follows:

- b.** Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item **1.d.** is amended as follows:

- d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED**A.** The following change is made:**Extended Reporting Requirements**

Item **3.a.** is deleted and replaced by the following :

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:**4. BROAD FORM NAMED INSURED**

Item **1.f.** is added as follows:

- f.** Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Vendors

- a.** Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
- (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

- b.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) This insurance afforded the vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;

- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Sub-paragraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

6. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

7. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

8. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

9. Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision is an insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

10. Additional Insured Consolidated Insurance Program (Wrap-Up) Off-Premises Operations Only - Owners, Lessees or Contractors

- a. Any persons or organizations for whom you are performing operations, for which you have elected to seek coverage under a Consolidated Insurance Program, when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization at a premises other than any project or location that is designated as covered under a Consolidated Insurance Program. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies.

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection

11. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

- a. "Bodily injury" or "personal and advertising injury"
 - (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
 - (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 11 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III - LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B; and
 - d. Damages under Coverage H.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and Coverage G.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.
9. **Coverage G - Product Recall Expense**
Aggregate Limit \$50,000
Each Product Recall Limit \$25,000
 - a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of Product Recall Expenses which are in excess of the deductible amount. The deductible applies separately to each Product Recall. The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 11 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for “property damage” under **Coverage F - Electronic Data Liability Coverage** for loss of “electronic data” is \$50,000 without regard to the number of “occurrences”.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

(a) You must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim. Knowledge of an “occurrence” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the “occurrence” took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the “occurrence” or offense.

(b) If a claim is made or “suit” is brought against any insured, you must:

- i. Immediately record the specifics of the claim or “suit” and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or “suit” as soon as practicable. Knowledge of a claim or “suit” by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition (5) of 2.c.

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, “your work”, or “your products”. We waive this right where you have agreed to do so as part of a written contract, executed by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

15. Limited Railroad Contractual Liability

The following conditions are applicable only to coverage afforded by reason of the redefining of an "insured contract" in the **DEFINITIONS** section of this endorsement:

- a. Railroad Protective Liability coverage provided by ISO form CG 0035 with minimum limits of \$2,000,000 per occurrence and a \$6,000,000 general aggregate limit must be in place for the entire duration of any project.
- b. Any amendment to the Other Insurance condition of form CG 0035 alters the primacy of the coverage or which impairs our right to contribution will rescind any coverage afforded by the redefined "insured contract" language.
- c. For the purposes of the Other Insurance condition of form CG 0035 you, the named insured, will be deemed to be the designated contractor.

SECTION V – DEFINITIONS

A. At item 12. Mobile Equipment the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "bodily injury" is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. Item 9. "Insured Contract" c. is deleted and replaced with the following:

- c. Any easement or license agreement;

- D. Item 9. "Insured Contract" f.(1) is deleted
- E. The following definitions are added for this endorsement only:
23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
- a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
 - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.
25. "Product recall expense" means reasonable and necessary expenses for:
- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
 - b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
 - c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
 - d. Transportation and accommodation expense incurred by your employees.
 - e. Rental expense incurred for temporary locations used to store recalled products.
 - f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
 - g. Transportation expenses incurred to replace recalled products.
 - h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

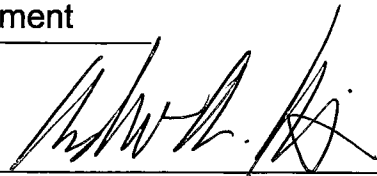
Council Meeting of : May 21, 2019

Planning & Development
Department

Jody Gates

Prepared By

Kevin C Flanagan
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 110 - 2019, a resolution setting June 18, 2019 as the date of a Public Hearing on the disposition of City owned property located at 411 Appanoose

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution No. 110 - 2019

DISCUSSION: The City is accepting bids on this property until June 11, 2019. The successful bidder will be identified at that time and the bid will be brought to the June 18th Council meeting.

Source of Funds: 001-3-341-6499

Budgeted Item: Budget Amendment Needed:

RESOLUTION No. 110 - 2019

A RESOLUTION SETTING JUNE 18, 2019 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 411 APPANOOSE

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 22 in Block 6 in Blake Park, an Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 411 Appanoose ; and

WHEREAS, the above described property is a placarded house which will be sold to be repaired to meet the minimum housing standards; and

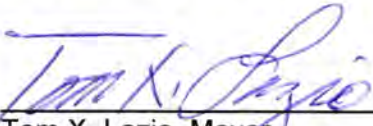
WHEREAS, the City will dispose of the property to the successful bidder.

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

That the 18th day of June 2019 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to the highest bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 21st day of May 2017.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:




Christina Reinhard, City Clerk

FILE
2019 MAY 15 PM
CITY OF OTTUMWA

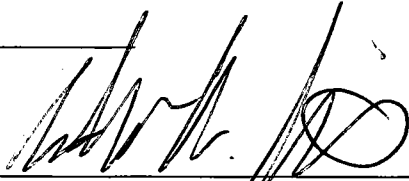
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 21, 2019

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 111 - 2019, a Resolution setting June 4, 2019 as the date of a public hearing on the disposition of city owned property described as Lots 51, 52, 53 and the West One-Half of Lot 54, all in Manning's First Addition to the City of Ottumwa, Wapello County, Iowa to Lorenzo Silva and Sebastian Silva - Zuniga

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. 111 - 2019.

DISCUSSION: The buyers offered the City \$1,250 for four lots located on Mable Street. The property is located in an I-1 zoning district and the buyers intend to build a mechanic workshop on the property. A development agreement will be required for this property sale and June 4, 2019 is the date set for a public hearing to consider the offer.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION No. 111- 2019

A RESOLUTION SETTING JUNE 4, 2019 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY DESCRIBED AS LOTS 51, 52, 53 AND THE WEST ONE HALF OF LOT 54 ALL IN MANNING'S FIRST ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA TO LORENZO SILVA AND SEBASTIAN SILVA - ZUNIGA

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lots 51, 52, 53 and the West one half of Lot 54 all in Manning's First Addition to the City of Ottumwa, Wapello County, Iowa; and

WHEREAS, the above described property are vacant lots; and

WHEREAS, the buyers offered \$1,250 for four vacant lots in order to build a mechanic workshop; and

WHEREAS, the lots are zoned I-1 and may therefore be used as a mechanic workshop; and

WHEREAS, the City will require buyers to sign a development agreement in which the workshop will be built within three years of the transfer of the lots; and

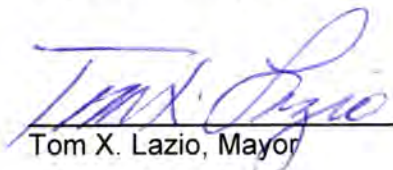
WHEREAS, the lot will be transferred by quit claim deed with the cost of publishing the public hearing notice and recording costs paid by the buyers.

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

That the 4th day of June 2019 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to Lorenzo Silva and Sebastian Silva- Zuniga for the sum of \$1,250.00 and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 21st day of May 2019.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:




Christina Reinhard, City Clerk



2019 FEB 10 AM 11:45
CITY CLERK
OTTUMWA IA

Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

Vacant Lot Are you a not for profit? NO
 Do you own property next to the lot? NO
 Building Has the city owned the lot for more than 5 years? NO
 Are you an Ottumwa School District? Yes

Address or legal description of property: 1726 Mable lot # 51

Buyers name, address and phone number:

Lorenzo Silva & sebastian Silva-Zuniga (641) 688-2706
239-E-Manning Ave Ottumwa IA 52501

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

If the City ownership of the lot exceeds 5 years the minimum offer is \$250 - If you own property next to the lot and the City ownership exceeds 5 years the minimum offer is \$125.

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

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

Dollar amount of the offer: 500.

If you are purchasing a building do you plan to renovate or demolish it? _____

If you are purchasing a vacant lot, what is the intended use of the lot? Build a Mechanic workshop

If the building is to be rehabilitated the buyer will submit a 6-month repair plan within 30 days of purchasing the building. If the building is to be demolished the buyer will complete demolition within 90 days of purchase. All buildings and lots are transferred by quit claim deed and buyers will pay all costs of transfer including the cost of publishing the public hearing notice in the Ottumwa Courier, deed preparation and recording and any property taxes owed. The schools will only pay the cost of publishing the public hearing notice and recording fee in addition to the \$1.00 offer.



CITY OF
OTTUMWA

Petition No.: 5049-2019

Petitioner Information:

Name: Lorenzo Silva & Sebastian Silva-Zuniga

Address: 239 E Manning Ave, Ottumwa, IA 52501

Phone Number: (641) 680-2706

Petition contains the required number of signatures.

Summary of Petition:

Purchase vacant lot to build a mechanic workshop - 1726 Mable, Lot 51.

1. Engineering Department

Approve

Deny

5-7-19

LBS

Comments:

Date

5-7-19

Dept. Initials
Required

2. Plan/Zoning/Dev. Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

3. Health Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

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

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

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



CITY OF BRIDGES...RIVER OF OPPORTUNITY

2018 FEB 10 AM 11:45

Revised 5-31-2018

CITY OF OTTUMWA

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

- vacant lot Are you a not for profit? no
Building Has the city owned the lot for more than 5 years? no
Are you an Ottumwa School District? yes

Address or legal description of property: 1732 Maple lot # 52

Buyers name, address and phone number:

Lorenzo Silva & Sebastian Silva-Zuniga (641) 880-7206
239-E-Manning Ave Ottumwa IA 52501

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

If the City ownership of the lot exceeds 5 years the minimum offer is \$250 - If you own property next to the lot and the City ownership exceeds 5 years the minimum offer is \$125.

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

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

Dollar amount of the offer: 250

If you are purchasing a building do you plan to renovate or demolish it?

If you are purchasing a vacant lot, what is the intended use of the lot? Build a Mechanic workshop

If the building is to be rehabilitated the buyer will submit a 6-month repair plan within 30 days of purchasing the building. If the building is to be demolished the buyer will complete demolition within 90 days of purchase. All buildings and lots are transferred by quit claim deed and buyers will pay all costs of transfer including the cost of publishing the public hearing notice in the Ottumwa Courier, deed preparation and recording and any property taxes owed. The schools will only pay the cost of publishing the public hearing notice and recording fee in addition to the \$1.00 offer.



CITY OF
OTTUMWA

Petition No.: 5050-2019

Petitioner Information:

Name: Lorenzo Silva & Sebastian Silva-Zuniga

Address: 239 E Manning Ave, Ottumwa, IA 52501

Phone Number: (641) 680-2706

Petition contains the required number of signatures.

Summary of Petition:

Purchase vacant lot to build a mechanic workshop - 1732 Mable, Lot 52.

1. Engineering Department

Approve

Deny

5-7-19

LBS

Comments:

Date ✓

Dept. Initials
Required

2. Plan/Zoning/Dev. Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

3. Health Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

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

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

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



CITY OF BRIDGES...RIVER OF OPPORTUNITY

2018 APR 10 AM 11:45

CITY OF OTTUMWA IA

Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

- Vacant Lot Are you a not for profit? NO
Do you own property next to the lot? NO
Building Has the city owned the lot for more than 5 years? NO
Are you an Ottumwa School District? Yes

Address or legal description of property: 1736-Mable lot # 53

Buyers name, address and phone number:

Lorenzo Silva & Sebastian Silva-Zuniga (641) 680-7206
239-E-Manning Ave Ottumwa IA 52501

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

If the City ownership of the lot exceeds 5 years the minimum offer is \$250 - If you own property next to the lot and the City ownership exceeds 5 years the minimum offer is \$125.

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

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

Dollar amount of the offer: 250

If you are purchasing a building do you plan to renovate or demolish it?

If you are purchasing a vacant lot, what is the intended use of the lot? Build a Mechanic Workshop

If the building is to be rehabilitated the buyer will submit a 6-month repair plan within 30 days of purchasing the building. If the building is to be demolished the buyer will complete demolition within 90 days of purchase. All buildings and lots are transferred by quit claim deed and buyers will pay all costs of transfer including the cost of publishing the public hearing notice in the Ottumwa Courier, deed preparation and recording and any property taxes owed. The schools will only pay the cost of publishing the public hearing notice and recording fee in addition to the \$1.00 offer.



CITY OF
OTTUMWA

Petition No.: 5051-2019

Petitioner Information:

Name: Lorenzo Silva & Sebastian Silva-Zuniga

Address: 239 E Manning Ave, Ottumwa, IA 52501

Phone Number: (641) 680-2706

Petition contains the required number of signatures.

Summary of Petition:

Purchase vacant lot to build a mechanic workshop - 1736 Mable, Lot 53.

1. Engineering Department

Approve

Deny

5-7-19

LBS

Comments:

Date

Dept. Initials
Required

2. Plan/Zoning/Dev. Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

3. Health Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

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



Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

- Vacant Lot Are you a not for profit? NO
- Building Do you own property next to the lot? NO
- Has the city owned the lot for more than 5 years? NO
- Are you an Ottumwa School District? Yes

Address or legal description of property: 1744-Mable lot #54

Buyers name, address and phone number:

Lorenzo Silva & Sebastian Silva-Zuniga (641) 680-7206
239-E-Manning Ave Ottumwa IA 52501

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

If the City ownership of the lot exceeds 5 years the minimum offer is \$250.- If you own property next to the lot and the City ownership exceeds 5 years the minimum offer is \$125.

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

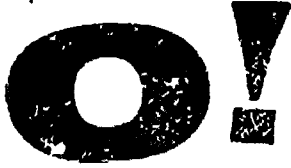
If you are an Ottumwa School District with a construction trades program and intend to build housing the price is \$1.00.

Dollar amount of the offer: 250

If you are purchasing a building do you plan to renovate or demolish it?

If you are purchasing a vacant lot, what is the intended use of the lot? Build a Mechanic workshop

If the building is to be rehabilitated the buyer will submit a 6-month repair plan within 30 days of purchasing the building. If the building is to be demolished the buyer will complete demolition within 90 days of purchase. All buildings and lots are transferred by quit claim deed and buyers will pay all costs of transfer including the cost of publishing the public hearing notice in the Ottumwa Courier, deed preparation and recording and any property taxes owed. The schools will only pay the cost of publishing the public hearing notice and recording fee in addition to the \$1.00 offer.



CITY OF
OTTUMWA

Petition No.: 5052-2019

Petitioner Information:

Name: Lorenzo Silva & Sebastian Silva-Zuniga

Address: 239 E Manning Ave, Ottumwa, IA 52501

Phone Number: (641) 680-2706

Petition contains the required number of signatures.

Summary of Petition:

Purchase vacant lot to build a mechanic workshop - 1744 Mable, Lot 54.

1. Engineering Department

Approve

Deny

5-7-19

LBS

Comments:

Date

Dept. Initials
Required

2. Plan/Zoning/Dev. Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

3. Health Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

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

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CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 21, 2019

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 112 - 2019, a Resolution setting June 4, 2019 as the date of a public hearing on the disposition of city owned property located at 122 S. Fellows to Brandi Kraushaar

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. 112 - 2019.

DISCUSSION: Brandi Kraushaar offered the city \$250.00 for a vacant lot located at 122 S. Fellows for the purpose of using it as additional yard space. This resolution sets June 4, 2019 as the date of public hearing for council to consider the offer.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION No. 112 – 2019

A RESOLUTION SETTING JUNE 4, 2019 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT LOT 28 IN BLOCK 4, JANNEY ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA TO BRANNDI KRAUSHAAR

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 28 in Block 4, Janney Addition to the City of Ottumwa, Wapello County, Iowa; and

WHEREAS, the above described property is a vacant lot; and

WHEREAS, Brannndi Kraushaar owns a house next to the lot; and

WHEREAS, Ms. Kraushaar offered the City \$250.00 for the above described property for the purpose of using it as additional yard space; and

WHEREAS, Ms. Kraushaar will remove any dead trees or fallen tree limbs on the property; and

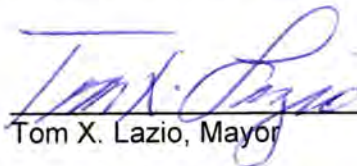
WHEREAS, the lot will be transferred by quit claim deed with the cost of publishing the public hearing notice and recording costs paid by the buyer.

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

That the 4th day of June 2019 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to Brannndi Kraushaar for the sum of \$250.00 and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 21st day of May 2019.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:




Christina Reinhard, City Clerk

OTTUMWA

CITY OF BRIDGES...RIVER OF OPPORTUNITY

Petition No.: 5054-2019

Petitioner Information:

Name: Branndi Kraushaar

Address: 126 S. Fellows Ave.

Phone Number: (641) 226-8341

Petition contains the required number of signatures

Summary of Petition:

Purchase 122 S. Fellows Ave., vacant lot, for extra yard space. Offer \$250.00, city owned less than 5 years, owns property next to lot. \$50 deposit #81794.

1. Engineering Department

Approve

Deny

5-8-19 LBS

Comments:

Date

Dept. Initials
Required

2. Plan/Zoning/Dev. Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

3. Health Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

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

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

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

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILED

2019 MAY 16 PM 1:09

CITY OF OTTUMWA

Council Meeting of: May 21, 2019

Alicia Bankson

Prepared By

Darryl Seals
Department Head

Engineering
Department

Robert H. [Signature]

City Administrator Approval

AGENDA TITLE: Resolution #114-2019. Approving the contract, bond, and certificate of insurance for the Asphalt Street Repair Program 2019.

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

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

RECOMMENDATION: Pass and adopt Resolution #114-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Norris Asphalt Paving Co., LC , of Ottumwa, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the May 7, 2019 City Council Meeting in the amount of \$1,125,056.00 (this includes a base bid total of \$1,044,425.00 and an alternate bid total of \$80,631.00).

Bid Amount: \$1,125,056.00.

Streets scheduled for overlays:

- Wildwood – City Limits south to Albia Rd
- E. Third – Market to Green
- Sheffield – Clay to Benton
- Clay St. – Third to Sheffield

RESOLUTION #114-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE ASPHALT STREET REPAIR PROGRAM 2019

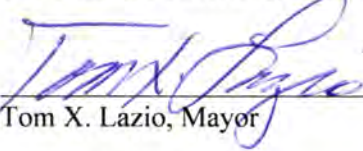
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Norris Asphalt Paving Company of Ottumwa, Iowa in the amount of \$1,125,056.00 (this includes a base bid total of \$1,044,425.00 and an alternate bid total of \$80,631.00) based on total unit price and estimated quantities; and,

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with Norris Asphalt Paving Company of Ottumwa, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21st day of May, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **May 21, 2019**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Norris Asphalt Paving Co. LC of Ottumwa, Iowa**, the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"ASPHALT STREET REPAIR PROGRAM 2019 - Ottumwa, Iowa"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed". The project shall be completed no later than September 1, 2019. Contract shall be **effective through December 31, 2019** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of \$1,125,056.00 (this includes a base bid total of \$1,044,425.00 and an alternate bid total of \$80,631.00) payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

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

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

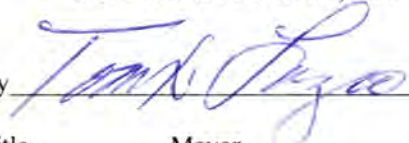
ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled.

ARTICLE VII


CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By 
Title Mayor


ATTEST:



Title City Clerk

Norris Asphalt Paving Co LC

Contractor

By 
Title VP

Address PO Box 695

City, State, Zip Ottumwa IA 52501

Phone 641-682-3427



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/9/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	CONTACT NAME: Heather Murad	
	PHONE (A/C, No, Ext): 712-274-8234	FAX (A/C, No):
	E-MAIL ADDRESS: Heather_murad@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Fire & Casualty Company	NAIC # 13021
	INSURER B:	
INSURED Norris Asphalt Paving Co. P.O. Box 695 Ottumwa IA 52501	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2145411417 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			60428843	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben \$ 300,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			60428843	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			60428843	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		N/A	60428843	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipment			60428843	4/1/2019	4/1/2020	Leased/Rented \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project: 2019 Street Repair HMA Program.

CERTIFICATE HOLDER

CANCELLATION

City of Ottumwa 105 E. Third St. Ottumwa IA 52501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

**SECTION 00510
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

Norris Asphalt Paving Co., LC

(Name of Contractor)

PO Box 695, Ottumwa, IA 52501

(Address of Contractor)

a corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Merchants Bonding Company (Mutual)

(Name of Surety)

6700 Westown Pkwy, West Des Moines, IA 50266

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of one million one hundred twenty five thousand fifty six and 00/100 (\$ 1,125,056.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

ASPHALT STREET REPAIR PROGRAM 2019

Ottumwa, Iowa

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the two (2) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 9th day of May, 2019.

ATTEST:

[Signature]
(Principal) Secretary

NO
(SEAL)

Lori Walker
(Witness, as to Principal)
PO Box 695
Ottumwa IA 52501
(Address)

Norris Asphalt Paving Co., LC

Principal
By [Signature] (s)

PO Box 695

Ottumwa, IA 52501

(Address)

ATTEST:

Not Required
(Surety) Secretary

(SEAL)

[Signature]
Witness as to Surety

6700 Westown Pkwy

West Des Moines, IA 50266

(Address)

Merchants Bonding Company (Mutual) (s)
Surety

By [Signature]
Tim Foreman, Attorney-in-Fact

6700 Westown Pkwy

West Des Moines, IA 50266

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**SECTION 00520
PAYMENT BOND**

Bond No.: IAC589125

KNOW ALL PERSONS BY THESE PRESENTS: that

Norris Asphalt Paving Co., LC

(Name of Contractor)

PO Box 695, Ottumwa, IA 52501

(Address of Contractor)

a corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Merchants Bonding Company (Mutual)

(Name of Surety)

6700 Westown Pkwy, West Des Moines, IA 50266

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of one million one hundred twenty five thousand fifty six and 00/100 (\$ 1,125,056.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

ASPHALT STREET REPAIR PROGRAM 2019

Ottumwa, Iowa

Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 9th day of May, 2019.

ATTEST:

[Signature]
(Principal) Secretary

NO
(SEAL)

Loni Walker
(Witness as to Principal)

PO Box 695

Ottumwa IA 52501
(Address)

Norris Asphalt Paving Co., LC

Principal
By [Signature] (s)

PO Box 695

Ottumwa, IA 52501

(Address)

ATTEST:

Not Required
(Surety) Secretary

(SEAL)

Lisa Lawson
Witness as to Surety

6700 Westown Pkwy

West Des Moines, IA 50266

(Address)

Merchants Bonding Company (Mutual) (s)
Surety

By [Signature]
Tim Foreman, Attorney-in-Fact

6700 Westown Pkwy

West Des Moines, IA 50266

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Tim Foreman

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

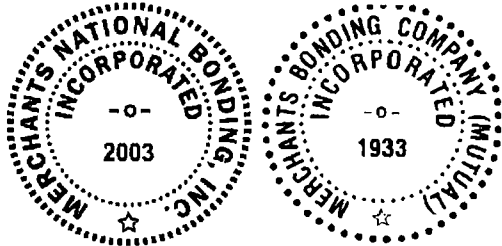
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of May, 2019.

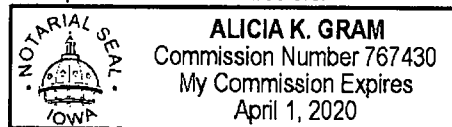


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 9th day of May, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

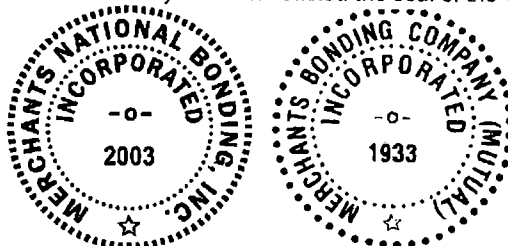


Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of May, 2019.



William Warner Jr.
Secretary

FILE
CITY OF OTTUMWA
2019 MAY 16 PM 1:08
Staff Summary
CITY OF OTTUMWA
** ACTION ITEM **

Council Meeting of: May 21, 2019

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #115-2019. Approving the contract, bond, and certificate of insurance for the Catch Basin Replacement Program 2019.

 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 #115-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with DC Concrete & Construction of Douds, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the May 7, 2019 City Council Meeting in the amount of \$54,706.00.

Bid Amount: \$54,706.00

Budgeted Amount: \$50,000 Sewer Fund

RESOLUTION #115-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE CATCH BASIN REPLACEMENT PROGRAM 2019

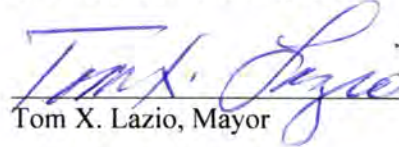
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to DC Concrete & Construction of Douds, Iowa in the amount of \$54,706.00 based on total unit price and estimated quantities; and,

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with DC Concrete & Construction of Douds, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21st day of May, 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **21st day of May 2019**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **DC Concrete & Construction LLC of Douds, Iowa**, the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **“Catch Basin Replacement Program 2019 - Ottumwa, Iowa”** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the “Notice to Proceed” and shall be completed **no later than July 31, 2019** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$54,706.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR’S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer’s Representatives will assume any of these duties or responsibilities.

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

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By Tom X. Szabo
Title Mayor

ATTEST:

Chris Rebaud
Title City Clerk

DC Concrete & Construction, LLC
Contractor

By Budget Coffman
Title Co-Owner

Address 15476 Emerald RD

City, State, Zip Dows, IA 52551

Phone 641-919-0636



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/15/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Alex Kessel, c/o FBL Financial Group Inc. CONTACT NAME: Alex Kessel, PHONE (A/C, No. Ext): (319) 293-7101, FAX (A/C, No.): INSURER(S) AFFORDING COVERAGE: Farm Bureau Property & Casualty Insurance Company, NAIC #: 13773

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes entries for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: City of Ottumwa, 105 E 3rd Street, Ottumwa, IA 52501. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Amanda Phillips

**SECTION 00510
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

DC Concrete & Construction LLC

(Name of Contractor)

15476 Emerald Rd, Douds, IA 52551-8104

(Address of Contractor)

a LLC, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

West Bend Mutual Insurance Company

(Name of Surety)

PO Box 620976, Middleton, WI 53562

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Fifty-four Thousand Seven Hundred Six and no/100 Dollars
(\$ 54,706.00) in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
contract with the OWNER, dated this 16 day of May, 2019, a copy of which is hereto
attached and made a part hereof for the construction of:

CATCH BASIN REPLACEMENT PROGRAM 2019

Ottumwa, Iowa

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and
during the two (2) year guaranty period, and if he shall satisfy all claims and demands incurred under such
contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense
which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and
expense which the OWNER may incur in making good any default, then this obligation shall be void,
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

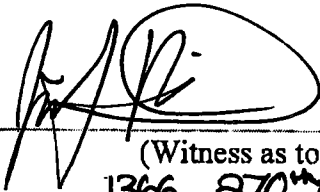
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 16 day of May, 2019.

ATTEST:

(Principal) Secretary

(SEAL)



(Witness as to Principal)
1366 870th St
Libertyville Ia 52567

(Address)

DC Concrete & Construction LLC
Principal
By  (s)

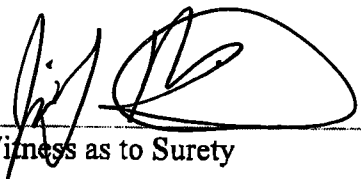
Dustan Coffman
15476 Emerald Rd, Douds, IA 52551-8104

(Address)

ATTEST:

(Surety) Secretary

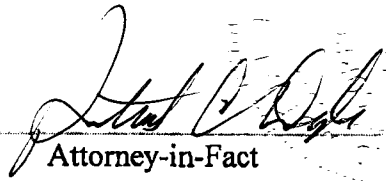
(SEAL)



Witness as to Surety
1366 870th St
Libertyville Ia 52567

(Address)

West Bend Mutual Insurance Company (s)
Surety

By 

Attorney-in-Fact

Patrick C. Doyle
PO Box 71, Fairfield, IA 52556

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PATRICK C DOYLE

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Four Hundred Thousand Dollars (\$400,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

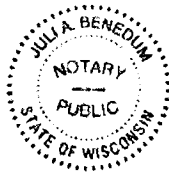
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 16th day of May, 2019.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

**SECTION 00520
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

DC Concrete & Construction, LLC

(Name of Contractor)

15476 Emerald Rd, Douds, IA 52551-8104

(Address of Contractor)

LLC

(Corporation, Partnership, or Individual)

. hereinafter called Principal, and

West Bend Mutual Insurance Company

(Name of Surety)

PO Box 620976, Middleton, WI 53562

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Fifty-four Thousand Seven Hundred Six and no/100 Dollars
(\$ 54,706.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 16 day of May, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

CATCH BASIN REPLACEMENT PROGRAM 2019

Ottumwa, Iowa

Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

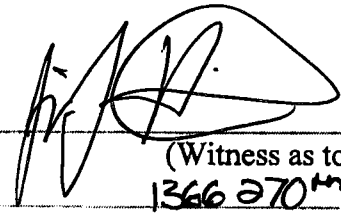
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 16 day of May, 2019.

ATTEST:


(Principal) Secretary

(SEAL)



(Witness as to Principal)
1366 270th St
Libertyville, Ia 52567

(Address)

DC Concrete & Construction LLC
Principal
By  (s)

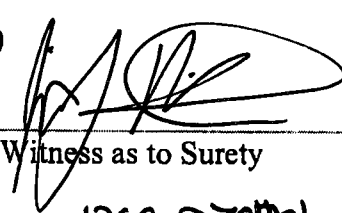
Dustan Coffman
15476 Emerald Rd, Douds, IA 52551-8104

(Address)

ATTEST:

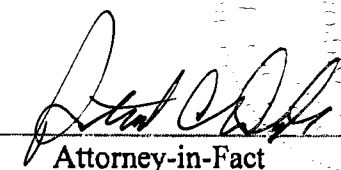
(Surety) Secretary

(SEAL)



Witness as to Surety
1366 270th St
Libertyville, Ia 52567

(Address)

West Bend Mutual Insurance Company (s)
Surety
By  Attorney-in-Fact

Patrick C. Doyle
PO Box 71, Fairfield, IA 52556

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PATRICK C DOYLE

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Four Hundred Thousand Dollars (\$400,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

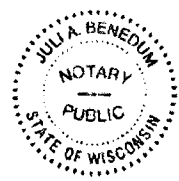
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 16th day of May, 2019.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

CITY OF OTTUMWA

2019 MAY 16 PM 1:08

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 21, 2019

Alicia Bankson

Prepared By

Engineering Department

Department

Larry Seals

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #116-2019. Approving the contract, bond, and certificate of insurance for the Sanitary Utility Access Program 2019.

**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 #116-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with DC Concrete and Construction, Inc. of Douds, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the May 7, 2019 City Council Meeting in the amount of \$53,800.00.

Bid Amount: \$53,800.00

Budgeted amount: \$50,000 Sewer Fund

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #116-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE SANITARY UTILITY ACCESS PROGRAM 2019

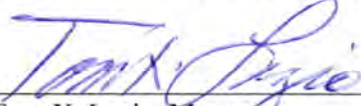
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to DC Concrete and Construction, Inc. of Douds, IA in the amount of \$53,800.00 based on total unit price and estimated quantities; and,

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with DC Concrete and Construction, Inc. of Douds, IA, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21st day of May, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:




Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **May 21, 2019**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **DC Concrete & Construction LLC of Douds, Iowa**, , the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **“Sanitary Utility Access Program - Ottumwa, Iowa 2019”** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the “Notice to Proceed” and shall be completed by **October 31, 2019** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$53,800.00**, payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR’S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer’s Representatives will assume any of these duties or responsibilities.

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

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By *Tom Lizio*
Title Mayor

ATTEST:
Chris Reibow
Title City Clerk

DC Concrete & Construction, LLC
Contractor

By *Budget Coffman*
Title *Co-Owner*
Address *15476 Emerald RD*
City, State, Zip *Dowds, IA 52551*
Phone *641-919-0636*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alex Kessel c/o FBL Financial Group Inc. 713 1st Street PO Box 69 Keosauqua, IA 52565-0069	CONTACT NAME: Alex Kessel PHONE (A/C No. Ext): (319) 293-7101 E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED DC CONCRETE AND CONSTRUCTION LLC 15476 EMERALD RD DOUDS, IA 525518104	INSURER A : Farm Bureau Property & Casualty Insurance Company	NAIC # 13773
	INSURER B : Scottsdale Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

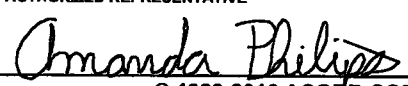
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/>	<input type="checkbox"/>	CPS3174792	05/03/2019	05/03/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>	CPP0004104	02/28/2019	02/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	CXS0014027	05/03/2019	05/03/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	WC 6005357	08/30/2018	08/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

City of Ottumwa 105 E 3rd Street Ottumwa, IA 52501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

SECTION 00510
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

DC Concrete & Construction LLC

(Name of Contractor)

15476 Emerald Rd, Douds, IA 52551-8104

(Address of Contractor)

a LLC

, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

West Bend Mutual Insurance Company

(Name of Surety)

PO Box 620976, Middleton, WI 53562

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Fifty-three Thousand Eight Hundred and no/100 Dollars
(\$ 53,800.00) in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
contract with the OWNER, dated this 16 day of May, 2019, a copy of which is hereto
attached and made a part hereof for the construction of:

SANITARY UTILITY ACCESS PROGRAM

Ottumwa, Iowa 2019

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and
during the two (2) year guaranty period, and if he shall satisfy all claims and demands incurred under such
contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may
suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense
which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and
expense which the OWNER may incur in making good any default, then this obligation shall be void,
otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

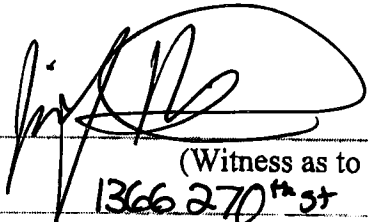
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 16 day of May, 2019.

ATTEST:

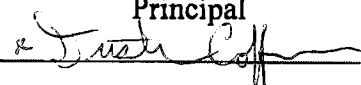
(Principal) Secretary

(SEAL)



(Witness as to Principal)
1366 270th St
Libertyville Ia 52567

(Address)

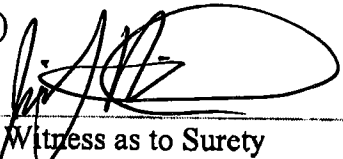
DC Concrete & Construction LLC
Principal
By  (s)

Dustan Coffman
15476 Emerald Rd, Douds, IA 52551-8104
(Address)

ATTEST:

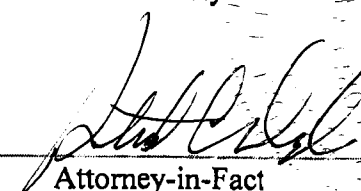
(Surety) Secretary

(SEAL)



Witness as to Surety
1366 270th St
Libertyville Ia 52567

(Address)

West Bend Mutual Insurance Company (s)
Surety
By  Attorney-in-Fact

Patrick C. Doyle
PO Box 71, Fairfield, IA 52556
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PATRICK C DOYLE

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Four Hundred Thousand Dollars (\$400,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

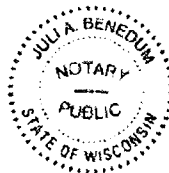
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 16th day of May, 2019.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

**SECTION 00520
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

DC Concrete & Construction LLC

(Name of Contractor)

15476 Emerald Rd, Douds, IA 52551-8104

(Address of Contractor)

a LLC, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

West Bend Mutual Insurance Company

(Name of Surety)

PO Box 620976, Middleton, WI 53562

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Fifty-three Thousand Eight Hundred and no/100 Dollars (\$ 53,800.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 16 day of May, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

SANITARY UTILITY ACCESS PROGRAM

Ottumwa, Iowa 2019

Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this

BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 16 day of May, 2019.

ATTEST:

DC Concrete & Construction LLC

Principal

By *Dustan Coffman* (s)

(Principal) Secretary

(SEAL)

Dustan Coffman

15476 Emerald Rd, Douds, IA 52551-8104

(Address)

[Signature]

(Witness as to Principal)

1366 270th St

Libertyville In 52567

(Address)

ATTEST:

West Bend Mutual Insurance Company (s)

Surety

By *Patrick C. Doyle*
Attorney-in-Fact

(Surety) Secretary

(SEAL)

Patrick C. Doyle

PO Box 71, Fairfield, IA 52556

(Address)

[Signature]

Witness as to Surety

1366 270th St

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NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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PATRICK C DOYLE

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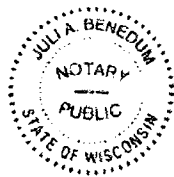
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 16th day of May, 2019.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

CITY OF OTTUMWA

2019 MAY 16 PM 1:08

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 21, 2019

Alicia Bankson

Prepared By

Engineering Department

Department

Jerry Seals

Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #117-2019. Approving the contract, bond, and certificate of insurance for the Sidewalk Drop and Detectible Warning Installation Project 2019.

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

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

RECOMMENDATION: Pass and adopt Resolution #117-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with DC Concrete & Construction of Douds, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the May 7, 2019 City Council Meeting in the amount of \$131,675.00.

Bid Amount: \$131,675.00

FY 2019 CIP: \$120,000.00

2012— Contract 1 - \$ 40, 898.99	McClure& Company Concrete (final cost)
2013— Contract 2 - \$ 116, 822.29	DeLong Construction (final cost)
2014— Contract 3 - \$ 48,355. 29	DC Construction (final cost)
2015— Contract 4 - \$ 119,179.20	DC Construction (final cost)
2016— Contract 5 - \$ 96,842. 22	M4i Concrete of Sigourney, Iowa (final cost)
2017— Contract 6 - \$ <u>100,808.78</u>	DC Concrete & Construction (final cost)
Total Cost to Date: \$ 522,906.77	
2018— Contract 7 - \$ 114,250.00	TK Concrete – bid amount, project not complete

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #117-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF
INSURANCE FOR THE 2019 SIDEWALK DROP & DETECTIBLE
WARNING INSTALLATION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to DC Concrete & Construction of Douds, Iowa in the amount of \$131,675.00 based on total unit price and estimated quantities; and,

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with DC Concrete & Construction of Douds, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21st day of May, 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **May 21, 2019**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **DC Concrete & Construction, LLC of Douds, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"SIDEWALK DROP AND DETECTABLE WARNING INSTALLATION PROGRAM 2019 - Ottumwa, Iowa"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed and shall be completed by **October 31, 2019** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$131,675.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

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

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By *Frank Lopez*
Title Mayor

ATTEST:
Chris Reiland
Title City Clerk

DC Concrete & Construction, LLC
Contractor

By *Bridget Coffman*
Title *Co-Owner*
Address *15476 Emerald RD*
City, State, Zip *Dows, IA 52551*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/15/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alex Kessel c/o FBL Financial Group Inc. 713 1st Street PO Box 69 Keosauqua, IA 52565-0069	CONTACT NAME: Alex Kessel PHONE (A/C, No, Ext): (319) 293-7101 E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED DC CONCRETE AND CONSTRUCTION LLC 15476 EMERALD RD DOUDS, IA 525518104	INSURER A: Farm Bureau Property & Casualty Insurance Company	NAIC # 13773
	INSURER B: Scottsdale Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

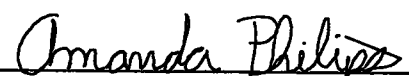
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS3174792	05/03/2019	05/03/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP0004104	02/28/2019	02/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CXS0014027	05/03/2019	05/03/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		WC 6005357	08/30/2018	08/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

City of Ottumwa 105 E 3rd Street Ottumwa, IA 52501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

**SECTION 00510
PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

DC Concrete & Construction LLC

(Name of Contractor)

15476 Emerald Rd, Douds, IA 52551-8104

(Address of Contractor)

a LLC, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

West Bend Mutual Insurance Company

(Name of Surety)

PO Box 620976, Middleton, WI 53562

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Thirty-one Thousand Six Hundred Seventy-five & no/100
(\$ 131,675.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 16 day of May, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

**SIDEWALK DROP & DETECTABLE WARNING
INSTALLATION PROGRAM 2019**

Ottumwa, Iowa

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the two (2) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.


PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 16 day of May, 2019.

ATTEST:

DC Concrete & Construction LLC

Principal

By  (s)

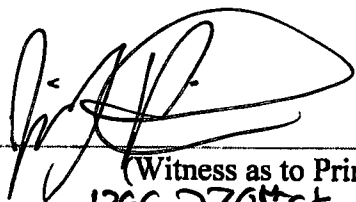
(Principal) Secretary

Dustan Coffman

15476 Emerald Rd, Douds, IA 52551-8104

(Address)

(SEAL)



(Witness as to Principal)

1366 270th St

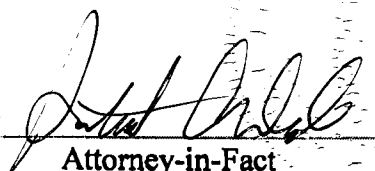
Libertyville, Ia 52567

(Address)

ATTEST:

West Bend Mutual Insurance Company (s)

Surety

By 
Attorney-in-Fact

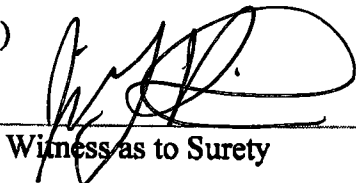
Patrick C. Doyle

PO Box 71, Fairfield, IA 52556

(Address)

(Surety) Secretary

(SEAL)



Witness as to Surety

1366 270th St

Libertyville, Ia 52567

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PATRICK C DOYLE

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Four Hundred Thousand Dollars (\$400,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

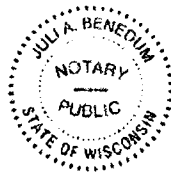
Attest Christopher C Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 16th day of May, 2019.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

**SECTION 00520
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

DC Concrete & Construction LLC

(Name of Contractor)

15476 Emerald Rd, Douds, IA 52551-8104

(Address of Contractor)

a LLC, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

West Bend Mutual Insurance Company

(Name of Surety)

PO Box 620976, Middleton, WI 53562

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Thirty-one Thousand Six Hundred Seventy-five & no/100
(\$ 131,675.00) in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
contract with the OWNER, dated this 16 day of May, 2019, a copy of which is hereto
attached and made a part hereof for the construction of:

**SIDEWALK DROP & DETECTABLE WARNING
INSTALLATION PROGRAM 2019**

Ottumwa, Iowa

Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations
furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract,
and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants,
oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection
with the construction of such WORK, and all insurance premiums on said WORK and for all labor
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be
void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 16 day of May, 2019.

ATTEST:

(Principal) Secretary

DC Concrete & Construction LLC
Principal
By [Signature] (s)

(SEAL)

Dustan Coffman

15476 Emerald Rd, Douds, IA 52551-8104
(Address)

[Signature]

(Witness as to Principal)
1366 270th St

Libertyville, Ia 52567

(Address)

ATTEST:

(Surety) Secretary

West Bend Mutual Insurance Company (s)
Surety

(SEAL)
[Signature]

Witness as to Surety
1366 270th St

Libertyville, Ia 52567

(Address)

By [Signature]

Attorney-in-Fact
Patrick C. Doyle

PO Box 71, Fairfield, IA 52556

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PATRICK C DOYLE

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Four Hundred Thousand Dollars (\$400,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

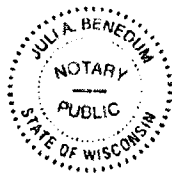
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
Juli A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 16th day of May, 2019.



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

FILED
CITY OF OTTUMWA

2019 MAY 16 PM 4:08
Staff Summary

CITY OF OTTUMWA
** ACTION ITEM **
OTTUMWA, IA

Council Meeting of: May 21, 2019

Engineering
Department

Alicia Bankson
Prepared By
Amy Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #118-2019. Approving the contract, bond, and certificate of insurance for the HMA, PCC Street Crack Repair Program, 2019.

**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 #118-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Kluesner Construction of Farley, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the May 7, 2019 City Council Meeting in the amount of \$44,455.00.

Bid Amount: \$44,455.00

Funding: 2019 ESRP \$50,000.00

RESOLUTION #118-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE HMA, PCC STREET CRACK REPAIR PROGRAM 2019

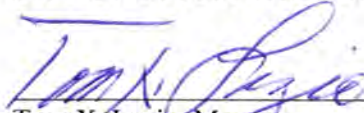
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Kluesner Construction of Farley Iowa in the amount of \$44,455.00 based on total unit price and estimated quantities; and,

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with Kluesner Construction of Farley, Iowa, for the above referenced project are hereby approved.


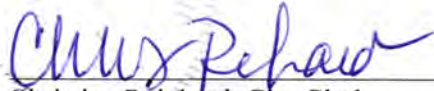
APPROVED, PASSED, AND ADOPTED, this 21st day of May, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this May 21, 2019, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Kluesner Construction, Inc. of Farley, Iowa** party of the second part, hereinafter called the CONTRACTOR.

WITNESSETH, the Contractor and the Owner for the consideration hereinafter named agree as follow:

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"HMA, PCC Street Crack Repair Program 2019 - Ottumwa, Iowa"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed". The project shall be completed no later than September 30, 2019. Contract shall be **effective through October 31, 2019** and in accordance with any special time frames as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$44,455.00**, payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

PROGRESS PAYMENTS. In consideration to the foregoing, the Owner agrees to make payments according and subject to the conditions set forth in the Official Notice and Specifications.

ARTICLE V

CONTRACTOR'S RESPONSIBILITY: The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and hold harmless the Owner against any liens filed for nonpayment of his bills in connection with the Contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment or service of any type under this Contract have been fully paid prior to the acceptance of the work by the Owner.

The Contractor agrees to accept full responsibility for all construction means, methods, sequences, techniques, proceedings, property and personal safety on the project site, including the same for all subcontractors, and do not expect that the Owner, Engineer or Engineer's Representatives will assume any of these duties or responsibilities.

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

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled.

ARTICLE VII

CONTRACT DOCUMENTS. The Official Notice, the Proposal, this Contract, Detailed Specifications (including Measurement and Payment), the General Specifications, the Instruction to Bidders, the Special Conditions, the General Conditions and the Contractor's Bond form the Contract and they are as fully a part of this Agreement and Contract and to the same effect as if each of them had been set forth in complete detail herein.

IN WITNESS WHEREOF. The parties have executed this Agreement and Contract and one other of like tenor as of the day and year first above written.

CITY OF OTTUMWA, IOWA

By *Tom Szio*
Title Mayor

ATTEST:

Chris Rehard
Title City Clerk

Cluesney Construction, Inc
Contractor

By *[Signature]*
Title President

Address 1007 1st Ave W - PO Box 355
City, State, Zip Farley, IA 52046



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Urbain Insurance Group 9079 E Tamarack Dr Dubuque, IA 52003	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Chris Breen</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (563)583-7722</td> <td>FAX (A/C, No): (866)843-6317</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: cbreen@uainsurance.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A:</td> <td>Midwest Family Mutual</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Chris Breen		PHONE (A/C, No, Ext): (563)583-7722	FAX (A/C, No): (866)843-6317	E-MAIL ADDRESS: cbreen@uainsurance.com		INSURER(S) AFFORDING COVERAGE		INSURER A:	Midwest Family Mutual	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED KLUESNER CONSTRUCTION INC 1007 1ST AVE NW FARLEY, IA 52046																					

COVERAGES **CERTIFICATE NUMBER: 00000000-5215189** **REVISION NUMBER: 273**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																							
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> CLAIMS-MADE</td> <td><input checked="" type="checkbox"/> OCCUR</td> </tr> </table> <small>GEN'L AGGREGATE LIMIT APPLIES PER</small> <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	Y		ACIA0560067495	02/01/2019	02/01/2020	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td><td style="text-align: right;">50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td><td style="text-align: right;">5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td>PRODUCTS - COM/POP AGG</td><td style="text-align: right;">\$</td><td style="text-align: right;">2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td><td></td></tr> </table>	EACH OCCURRENCE	\$	1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000	MED EXP (Any one person)	\$	5,000	PERSONAL & ADV INJURY	\$	1,000,000	GENERAL AGGREGATE	\$	2,000,000	PRODUCTS - COM/POP AGG	\$	2,000,000		\$	
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <small>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</small> <small>If yes, describe under DESCRIPTION OF OPERATIONS below</small>	Y/N	Y N/A	WCIA0560067496	02/01/2019	02/01/2020	<table style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td><td style="text-align: right;">1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000											
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: HMA, PCC Street Crack Repair Program 2019 - Ottumwa, Iowa
In regard to the above referenced project, the City of Ottumwa, Wapello County IA is included as Additional Insured on General Liability.

CERTIFICATE HOLDER CITY OF OTTUMWA 105 EAST THIRD STREET OTTUMWA, IA 52501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">(CMB)</div>
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PERFORMANCE BOND

Bond Number: 64638886

KNOW ALL PERSONS BY THESE PRESENTS, That we Kluesner Construction, Inc.

_____ of
1007 1ST AVE., N. W., FARLEY, IA 52046, hereinafter

referred to as the Principal, and WESTERN SURETY COMPANY,

as Surety, are held and firmly bound unto City of Ottumwa

of _____, hereinafter
referred to as the Obligee, in the sum of Forty Four Thousand Four Hundred Fifty Five and 00/100

Dollars (\$44,455.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the 21st day of May,
2019, for Hma, Pcc Street Crack Repair Program 2019-Ottumwa, Ia

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

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

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 13th day of May, 2019.

Kluesner Construction, Inc.
(Principal)

By [Signature] (Seal)

WESTERN SURETY COMPANY
(Surety)

By [Signature] (Seal)
Rick M Urbain Attorney-in-F



PAYMENT BOND

Bond Number: 64638886

KNOW ALL PERSONS BY THESE PRESENTS, That we Kluesner Construction, Inc.

_____ of
1007 1ST AVE., N. W., FARLEY, IA 52046, hereinafter

referred to as the Principal, and WESTERN SURETY COMPANY,

as Surety, are held and firmly bound unto City of Ottumwa

of _____, hereinafter

referred to as the Obligee, in the sum of Forty Four Thousand Four Hundred Fifty Five and 00/100

Dollars (\$ 44,455.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated 21st day of May,
2019, for Hma, Pcc Street Crack Repair Program 2019-Ottumwa, Ia

_____ copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 13th day of May, 2019.

Kluesner Construction, Inc.
(Principal)

By _____ (Seal)

WESTERN SURETY COMPANY
(Surety)

By Rick M Urbain (Seal)
Rick M Urbain Attorney-in-F



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 64638886

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Rick M Urbain

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Kluesner Construction, Inc.

Obligee: City of Ottumwa

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 64638886 is not issued on or before midnight of July 15th, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 13th day of May, 2019.

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On this 13th day of May, in the year 2019, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 13th day of May, 2019.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

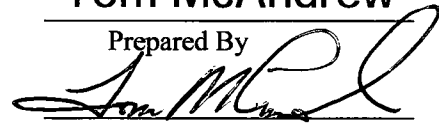
2019 MAY 14 PM 1:58
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 21, 2019

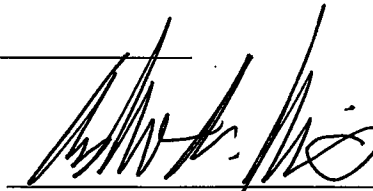
Tom McAndrew

Prepared By


Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Ottumwa Community School District proposed update to the School Resource Officer Agreements with the City of Ottumwa, effective July 1, 2019.

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: Reject the school district's proposed update. Retain the current agreements.

DISCUSSION: The Ottumwa Community School District has proposed changes to how much the school district will pay to have three (3) school resource officers. The current agreements have different formulas for what the school pays and what the City pays for each officer. The school district is requesting an equal cost share (50-50) of the total salary and benefit cost of an officer at the 2nd year wage rate. Under the current agreement formulas, for the 2019/2020 budget year the City would pay \$67,553.72 towards the cost of the three (3) school resource officers. The school district's proposal would result in the City paying an additional \$74,579.89 towards the cost of the three (3) school resource officers. Staff recommends rejecting this proposal.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

Ottumwa Police Department

To: City Administrator Andy Morris

From: Chief McAndrew

Date: April 24, 2019

RE: Ottumwa School District SRO Proposal

The Ottumwa Community School District has proposed changes to how much the school district will pay to have 3 school resource officers. The school district is requesting an equal cost share (50-50) of the total salary and benefit cost of an officer at the 2nd year wage rate. The current contracts have different formulas each for what the school pays and what the City pays (see attached Appendix's).

For the 2019/2020 budget year, the total cost including salary and benefits for a 2nd year officer would be \$94,755.74 each times 3 SRO's for a total of \$284,267.22. The following shows the breakdown of what the school would pay and what the City would pay according to the current contract formulas.

Cost per contract rate for 3 SRO's:	\$284,267.22
Total cost to school per contracts:	<u>216,713.50</u>
Balance paid by City of Ottumwa:	\$ 67,553.72

Listed below is a breakdown of the proposal made by the school district.

Cost per contract rate for 3 SRO's:	\$284,267.22
Total cost to school per 50-50 proposal:	<u>142,133.61</u>
Balance paid by City of Ottumwa	\$142,133.61

The school's proposal would result in the City of Ottumwa paying an additional \$74,579.89 towards the cost of the 3 SRO's.

Per Finance Director Bob Jay: The net effect of the budget would be a loss of \$74,579.89 in revenues received and then the City paying out the \$74,579.89 creating a net effect of \$149,159.78 to the budget

I would like to keep the current SRO positions we have; however, I do not have an additional \$75,000 budgeted for this increase. A budget amendment would be required.

I can meet with you and/or Council members to discuss this further.

APPENDIX A
2184 hrs.

OTTUMWA HIGH SCHOOL
SCHOOL RESOURCE OFFICER AGREEMENT

OTTUMWA COMMUNITY SCHOOL DISTRICT
and
CITY OF OTTUMWA

The amount paid by the District shall be the base salary plus the actual health insurance cost of a police officer for one year. Base salary shall mean the lowest amount of salary paid under the then applicable wage scale in effect for the police officers for the City of Ottumwa, Iowa.

	July 1, 2019 through June 30, 2020 \$25.77 / Hour	July 1, 2020 through June 30, 2021 \$26.29 / Hour
Salary:	\$56,281.68	\$57,417.36
Health Insurance:	23,036.00	23,036.00
Amount Paid by District:	\$79,317.68	\$80,453.36

APPENDIX A
2184 hrs.

OTTUMWA HIGH SCHOOL
SCHOOL RESOURCE OFFICER AGREEMENT

OTTUMWA COMMUNITY SCHOOL DISTRICT
and
CITY OF OTTUMWA

The amount paid by the District shall be equal to an amount determined by calculating the base pay of a police officer for the City of Ottumwa and multiplying said base x .60. That amount shall then be multiplied by .75 representing the nine months of service to the District. Base pay shall mean the lowest amount of salary paid under the then applicable wage scale in effect for the police officers for the City of Ottumwa, Iowa. Base pay shall include the City's contributions for pension, actual health insurance cost, life insurance, workman's compensation, and Medicare.

	July 1, 2019 through June 30, 2020 \$25.77 / Hour	July 1, 2020 through June 30, 2021 \$26.29 / Hour
Salary:	\$56,281.68	\$57,417.36
Pension:	13,738.36	14,015.58
Medicare:	816.08	832.55
Life Insurance:	337.69	344.50
Workman's Compensation:	545.93	556.95
Health Insurance:	23,036.00	23,036.00
 Total Salary & Benefits:	 \$94,755.74	 \$96,202.94
	 x .60 \$56,853.44	 x .60 \$57,721.76
	 x .75 \$42,640.08	 x .75 \$43,291.32
 Amount Paid by District:	 \$42,640.08	 \$43,291.32

APPENDIX A
2184 hrs.

EVANS MIDDLE SCHOOL
SCHOOL RESOURCE OFFICER AGREEMENT

OTTUMWA COMMUNITY SCHOOL DISTRICT
and
CITY OF OTTUMWA

The amount paid by the District shall be equal to an amount determined by calculating the base pay of a police officer for the City of Ottumwa. Base pay shall mean the amount of salary paid under the then applicable wage scale in effect for a police officer with one year of service with the City of Ottumwa, Iowa. Base pay shall include the City's contributions for pension, actual health insurance cost, life insurance, workman's compensation, and Medicare.

	July 1, 2019 through June 30, 2020 <u>\$25.77 / Hour</u>	July 1, 2020 through June 30, 2021 <u>\$26.29 / Hour</u>
Salary:	\$56,281.68	\$57,417.36
Pension:	13,738.36	14,015.58
Medicare:	816.08	832.55
Life Insurance:	337.69	344.50
Workman's Compensation:	545.93	556.95
Health Insurance:	23,036.00	23,036.00
Total Salary & Benefits:	\$94,755.74	\$96,202.94
Amount Paid by District	\$94,755.74	\$96,202.94

Amount paid by school per contract year
Based on 2nd year officer rate

2011/2012:	\$137,794.39	
2012/2013:	144,574.90	
2013/2014:	142,163.64	
2014/2015:	144,295.86	
2015/2016:	167,991.31	
2016/2017:	179,643.22	(49,934.72)
2017/2018:	184,072.55	(57,645.01)
2018/2019:	186,695.65	(58,555.49)
2019/2020:	\$216,713.50	(67,553.72)

In parenthesis is the cost to the City for the difference in what the school paid and what the cost was for a 2nd year officer.

The school amounts don't include the \$10,000 the school pays towards the DARE Program that is included in the total billing amount.

Cost Summary
3 SRO's
Per Contract
2184 hrs.

2019/2020:

Cost per contract for 3 SRO's:	\$284,267.22
Total cost to school per contract:	<u>216,713.50</u>
Balance paid by City of Ottumwa:	\$ 67,553.72

Per Contract:

Cost per contract is using the current formula used in each contract (see attached).
Cost includes the actual cost of health insurance for the officer working that position.

School Resource Officer
2019/2020
Per Contract
2184 hours

Pay Rate 7/1/19-6/30/20: \$25.77 (Family Health Insurance)

Salary:	\$56,281.68
Pension:	13,738.36
Work Comp:	545.93
Medicare:	816.08
Life Ins:	337.69
Health Ins:	<u>23,036.00</u>
Total:	\$94,755.74

Pay Rate 7/1/19-6/30/20: \$25.77 (Single Health Insurance)

Salary:	\$56,281.68
Pension:	13,738.36
Work Comp:	545.93
Medicare:	816.08
Life Ins:	337.69
Health Ins:	<u>9,841.00</u>
Total:	\$81,560.74

Cost is based on a 2nd year officer pay rate at 2184 hrs.

Cost Summary
3 SRO's
Actual Cost
2184 hrs.

2019/2020:

Actual cost for 3 SRO's:	\$318,248.54
Total cost to school per contract:	<u>216,713.50</u>
Balance paid by City of Ottumwa:	\$101,535.04

Actual cost:

Actual cost to City for officers working in these positions; Officer Gravett, Officer Overturf, & Officer Johnson.

Evans Resource Officer
Katlyn Overturf
2019/2020
2184 hours

Pay Rate 7/1/19-6/30/20: \$28.89

Salary:	\$63,095.76
Pension:	15,401.68
Work Comp:	612.03
Medicare:	914.89
Life Ins:	378.57
Health Ins:	<u>23,036.00</u>
Total:	\$103,438.93

2019/2020 Total Cost for Officer Overturf:	\$103,438.93
Amount paid by school per contract:	<u>- 94,755.74</u>
Balance paid by City	\$ 8,683.19

OHS Resource Officer
Brandon Gravett
2019/2020
2184 hours

Pay Rate 7/1/19-6/30/20: \$32.75

Salary:	\$71,526.00
Pension:	17,459.50
Work Comp:	693.80
Medicare:	1,037.13
Life Ins:	429.16
Health Ins:	<u>23,036.00</u>
Total:	\$114,181.59

2019/2020 Total Cost for Officer Gravett:	\$114,181.59
Amount paid by school per contract:	<u>- 79,317.68</u>
Balance paid by City	\$ 34,863.91

OHS Resource Officer
Chase Johnson
2019/2020
2184 hours

Pay Rate 7/1/19-6/30/20: \$27.88

Salary:	\$60,889.92
Pension:	14,863.23
Work Comp:	590.63
Medicare:	882.90
Life Ins:	365.34
Health Ins:	<u>23,036.00</u>
Total:	\$100,628.02

2019/2020 Total Cost for Officer Johnson:	\$100,628.02
Amount paid by school per contract:	<u>- 42,640.08</u>
Balance paid by City	\$ 57,987.94

Ottumwa Community School District

Proposed Updates to the School Resource Officer Agreement between the Ottumwa Community School District and the City of Ottumwa, effective July 1, 2019

- The Ottumwa CSD wishes to continue utilizing the services of three School Resource Officers (SRO) in the district.
- The District proposes a consistent financial arrangement for each School Resource Officer utilized in District facilities.
- The District proposes an agreement for an equal cost share of the total salary and benefit cost of an officer at the entry-level wage scale in effect for police officers for the City of Ottumwa resulting in a 50-50 cost share arrangement.
- The District is requesting the services of the School Resource Officer for scheduled school days and acknowledges that the Officer may be reassigned during days and breaks that the school district is not in session.
- The district proposes any agreement be on a year-to-year basis with updates to annual wage rates based upon the published cost of an entry-level Officer.
- The district proposes rewording scheduling language contained in sections 2 and 4, replacing it with terms that provide the district with the ability to flex the daily start and stop times when necessary to accommodate district special events or other circumstances that occur at times outside of the regularly scheduled school day.
- The district address information in section 11 shall be changed to the following:

Ottumwa Community School District
1112 North Van Buren Ave
Ottumwa, IA 52501

**Ottumwa CSD
School Resource Officer Review 2019-2020**

Position	2019/2020 Actual Cost	District Share	District Actual Cost Share	Arrangement Details
OHS Officer 1	100,628.02	42,640.08	42.4%	(Base officer total x 60%) x75%
OHS Officer 2	114,181.59	79,317.68	69.5%	Base officer salary & ins x 100%
Evans Officer	103,438.93	94,755.74	91.6%	Base officer total sal/ben x 100%
Total	318,248.54	216,713.50	68.1%	

District Proposed Updates for 2019/2020

General Provisions: Officers will be stationed at selected district facilities for 8 hours daily during regularly scheduled school days. The calculation used in determining costs will be figured using the salary/benefit total for an officer with one year of service.

Position	2019/2020 Base Pay	District Share	District Cost Share	Arrangement Details
OHS Officer 1	94,755.74	47,377.87	50.0%	50/50 cost sharing
OHS Officer 2	94,755.74	47,377.87	50.0%	50/50 cost sharing
Evans Officer	94,755.74	47,377.87	50.0%	50/50 cost sharing
Total	284,267.22	142,133.61	50.0%	

FILED

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CITY OF OTTUMWA

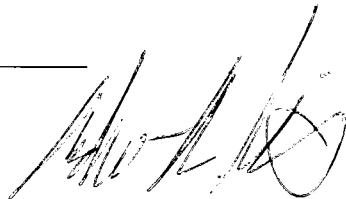
CITY OF OTTUMWA

Staff Summary

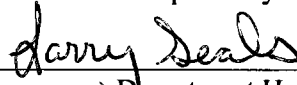
**** ACTION ITEM ****

Council Meeting of: May 21, 2019

Engineering Department
Department



City Administrator Approval

Larry Seals
Prepared By


Department Head

AGENDA TITLE: Approving the hourly rate schedule for Professional Services between V&K and the City of Ottumwa.

RECOMMENDATION: Pass and adopt Proposed Hourly rates to develop estimates for a Build Grant Application.

DISCUSSION: During the past several years multiple downtown partners have developed general concept plans to redevelop the downtown riverfront areas. Major components would include continued development of completed streets along the Main Street corridor branching off to include South Court, Washington Street and Marion Street.

Public Works in conjunction with V&K would develop cost estimates for proposed street redevelopment and parking improvements under this proposed hourly rate schedule. This information will then be used as one component to develop a Build Grant application.

The first phase of the engineering services is estimated to be less than \$24,500.

Regional Planning Staff in coordination with Legacy will develop all other needed information such as environmental assessments and BCA.

Other major components include multiple housing developments complex's which are currently being pursued by our Planning Department. Redevelopment of the Amtrak station, Ballingall Park Area, Muni Parking Lot and sewer and storm infrastructure as needed.

The Build Grant submittal date is July 15th 2019.

Source of Funds: RU

Budgeted Item: No

Budget Amendment Needed: Yes

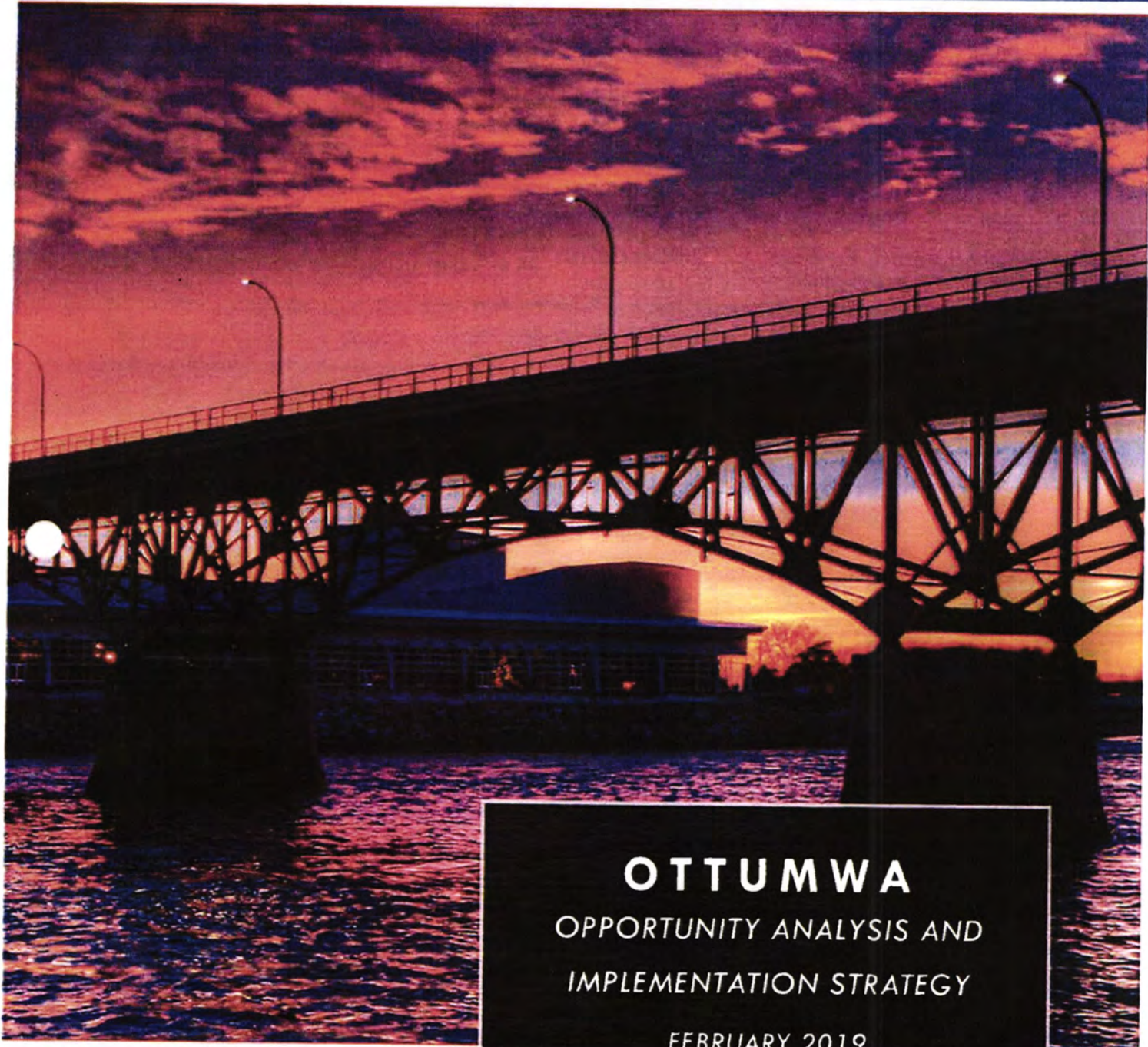
VEENSTRA & KIMM, INC.
 HOURLY RATES BY EMPLOYEE CLASSIFICATION
 (Effective July 2018)

Management I.....	\$172.00
Management II.....	170.00
Process Engineer.....	193.00
Engineer I-A.....	172.00
Engineer I-B.....	162.00
Engineer I-C.....	154.00
Engineer II-A.....	140.00
Engineer II-B.....	129.00
Engineer III-A.....	122.00
Engineer III-B.....	118.00
Engineer III-C.....	115.00
Engineer IV.....	111.00
Engineer V.....	102.00
Engineer VI.....	99.00
Engineer VII.....	91.00
Engineer VIII.....	87.00
Engineer IX.....	81.00
Engineer X.....	74.00
Engineer XI.....	67.00
Accountant I.....	100.00
Accountant II.....	60.00
IT I.....	125.00
IT II.....	95.00
Design Technician I.....	97.00
Planner I.....	108.00
Planner II.....	75.00
Planner III.....	69.00
Drafter IA.....	96.00
Drafter IB.....	89.00
Drafter II.....	84.00
Drafter III.....	79.00
Drafter IV.....	72.00
Drafter V.....	61.00
Drafter VI.....	58.00
Drafter VII.....	45.00
Clerical I.....	89.00
Clerical II.....	61.00
Clerical III.....	53.00
Clerical IV.....	46.00
Clerical V.....	36.00
Construction Manager.....	166.00
Surveyor I.....	115.00
Surveyor II.....	96.00
Technician I.....	86.00
Technician II.....	79.00
Technician III.....	73.00
Technician IV.....	69.00
Technician V.....	62.00
Technician VI.....	58.00
Technician VII.....	49.00
Technician VIII.....	43.00
Technician IX.....	35.00
Building Inspector I.....	154.00
Building Inspector I-A.....	108.00
Building Inspector II.....	83.00
Building Inspector III.....	61.00

Robotics	30.00/Hour
GPS.....	30.00/Hour
Leica Total Station	20.00/Hour
Total Station Robotics	15.00/Hour
Tablet.....	45.00/Hour
Fluoroscope.....	50.00/Hour
4-Wheeler	45.00/Hour
Mileage545¢/Mile



LEGACY
FOUNDATION



OTTUMWA
OPPORTUNITY ANALYSIS AND
IMPLEMENTATION STRATEGY
FEBRUARY 2019

**VANDEWALLE &
ASSOCIATES INC.**
Madison - Milwaukee

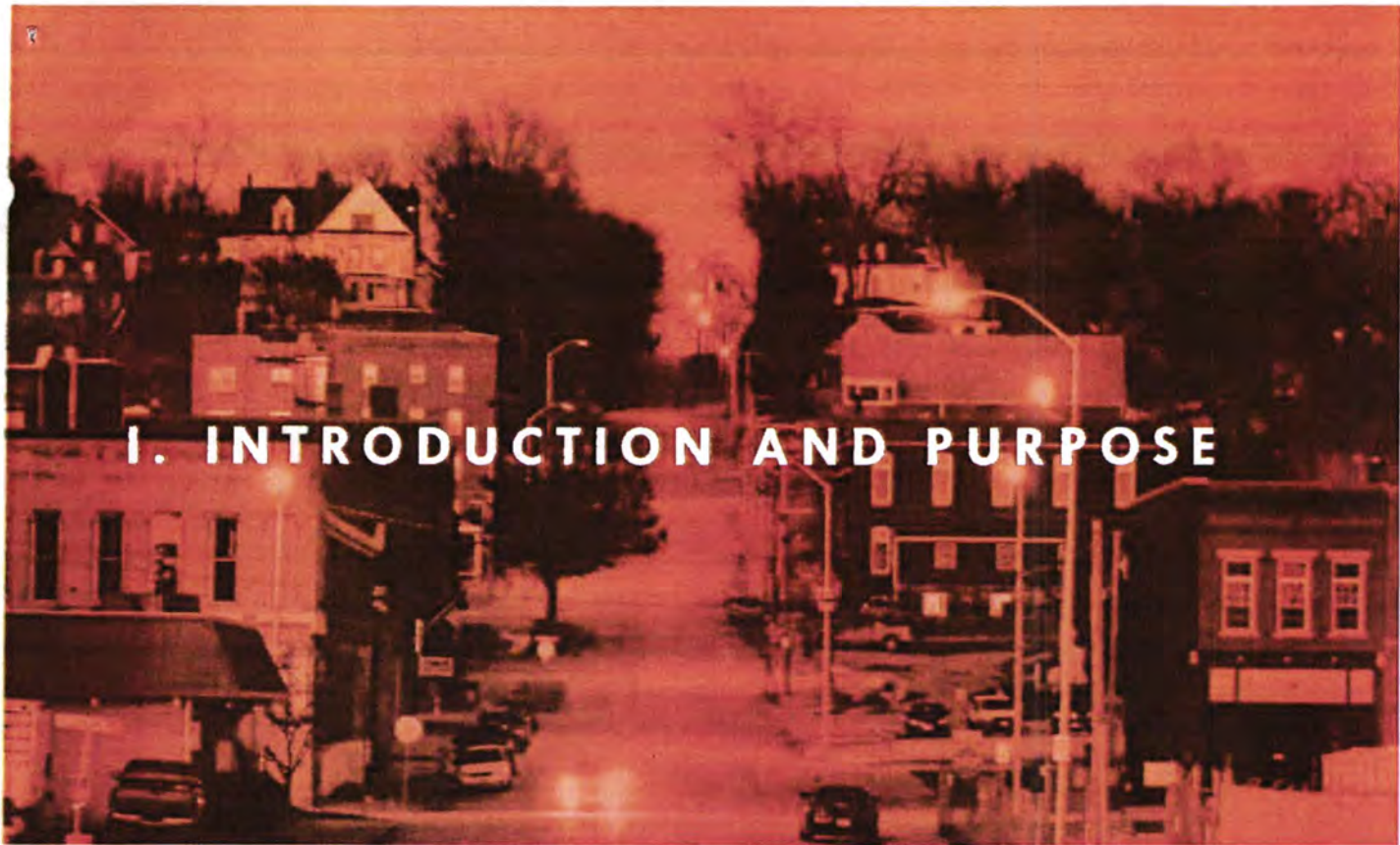
**THANKS TO THESE
LEGACY FOUNDATION COMMITTEE MEMBERS**

Holly Berg, Ottumwa City Council
Chris Bowers, Area 15
Leslie Conning, John Deere Ottumwa Works
Steve Dust, Legacy Foundation
Kevin Flanagan, City of Ottumwa Planning Department
Kelly Genners, Legacy Foundation
Brad Grefe, Area 15
Mike Heffernan, Ottumwa Water Works
Kim Hellige, Ottumwa Community School District
Mayor Tom Lazio, City of Ottumwa
Brian Morgan, Wapello County Board of Supervisors
Andrew Morris, City of Ottumwa Administration
Gene Rathje, City of Ottumwa Parks Department
Larry Seals, City of Ottumwa Public Works Department
Marlene Sprouse, Indian Hills Community College
Sharon Stroh, Ottumwa Economic Development Corporation
Andy Wartenberg, Greater Ottumwa Convention and Visitors Bureau
Fred Zesiger, Main Street Ottumwa



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I. INTRODUCTION AND PURPOSE

Ottumwa, Iowa is fortunate to have a desirable downtown asset in the Amtrak station on the California Zephyr line connecting Chicago to Denver. The Amtrak Station and surrounding Transit-Oriented-Development (TOD) area, which is the area within a half mile of the station, presents an opportunity to anchor the west end of the downtown district and provide a focus point for concentrated redevelopment activities. Advancing future catalytic projects within the half-mile TOD area will result in fully-leveraged public and private investment in the Amtrak Station and surrounding area, targeted for over \$50 million in new investment. A vision for redevelopment that defines desirable uses, sets the bar for a high-level of architectural design, and presents an historical homage with uses tuned to the modern market that will build the tax base, leverage Tax Increment Financing (TIF), and thus add vibrancy to downtown Ottumwa. In addition to the Amtrak Station and TOD, the evolving assets and

projects underway in downtown Ottumwa will provide further momentum to achieve transformation that supports Ottumwa's future.

HOW TO USE THIS DOCUMENT

The Opportunity Analysis and Implementation Strategy in this document should be used to build excitement, attract funding, and share information with private investors, developers, elected officials, and public sector supporters. The projects and initiatives embedded in the Opportunity Analysis will outline the initial implementation steps needed to accomplish project goals. These opportunities and projects described in this document are projects that have the potential to generate \$50 million in new taxable investment, provide a match for state & federal funding, attract young professionals, and create a more vibrant downtown Ottumwa.

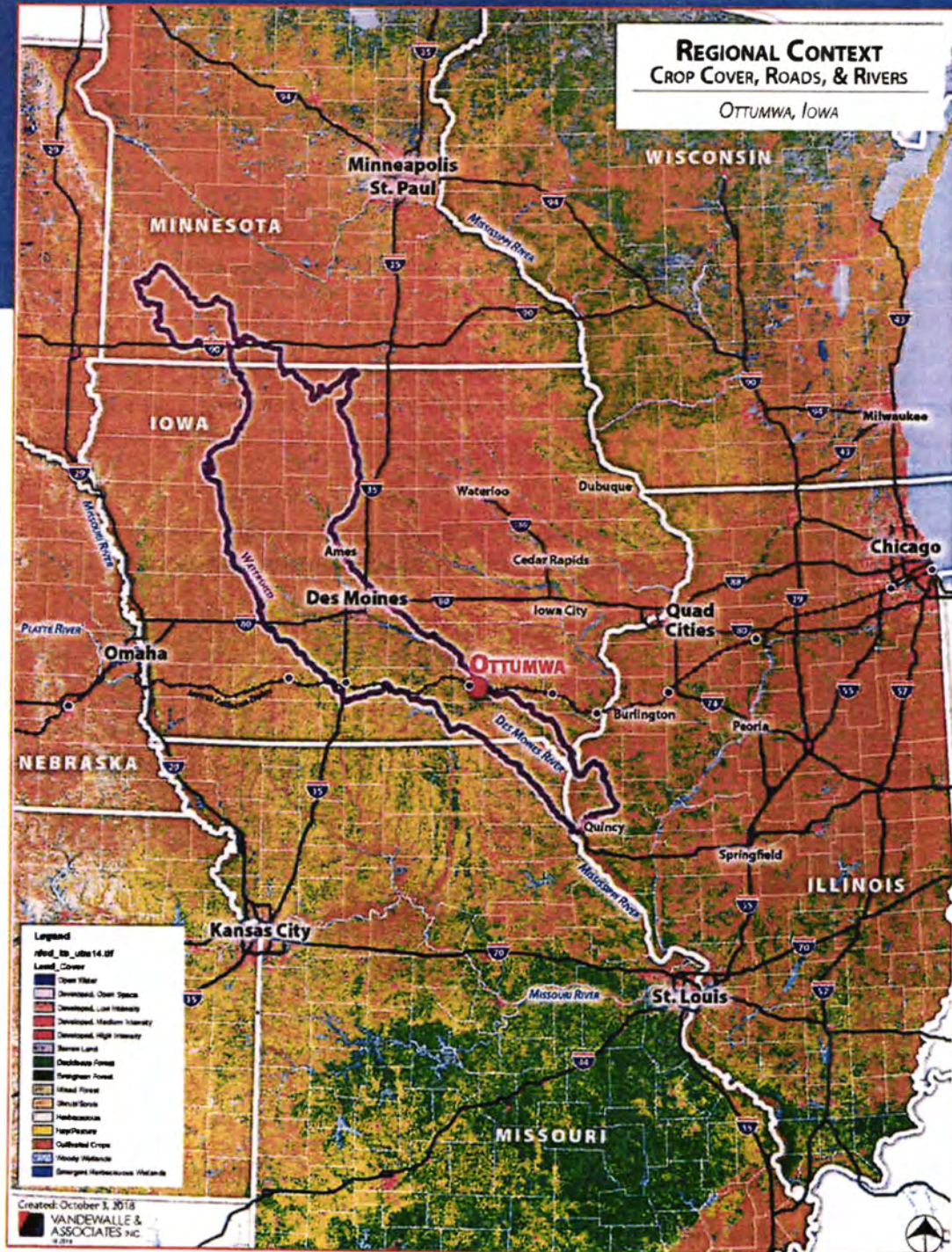


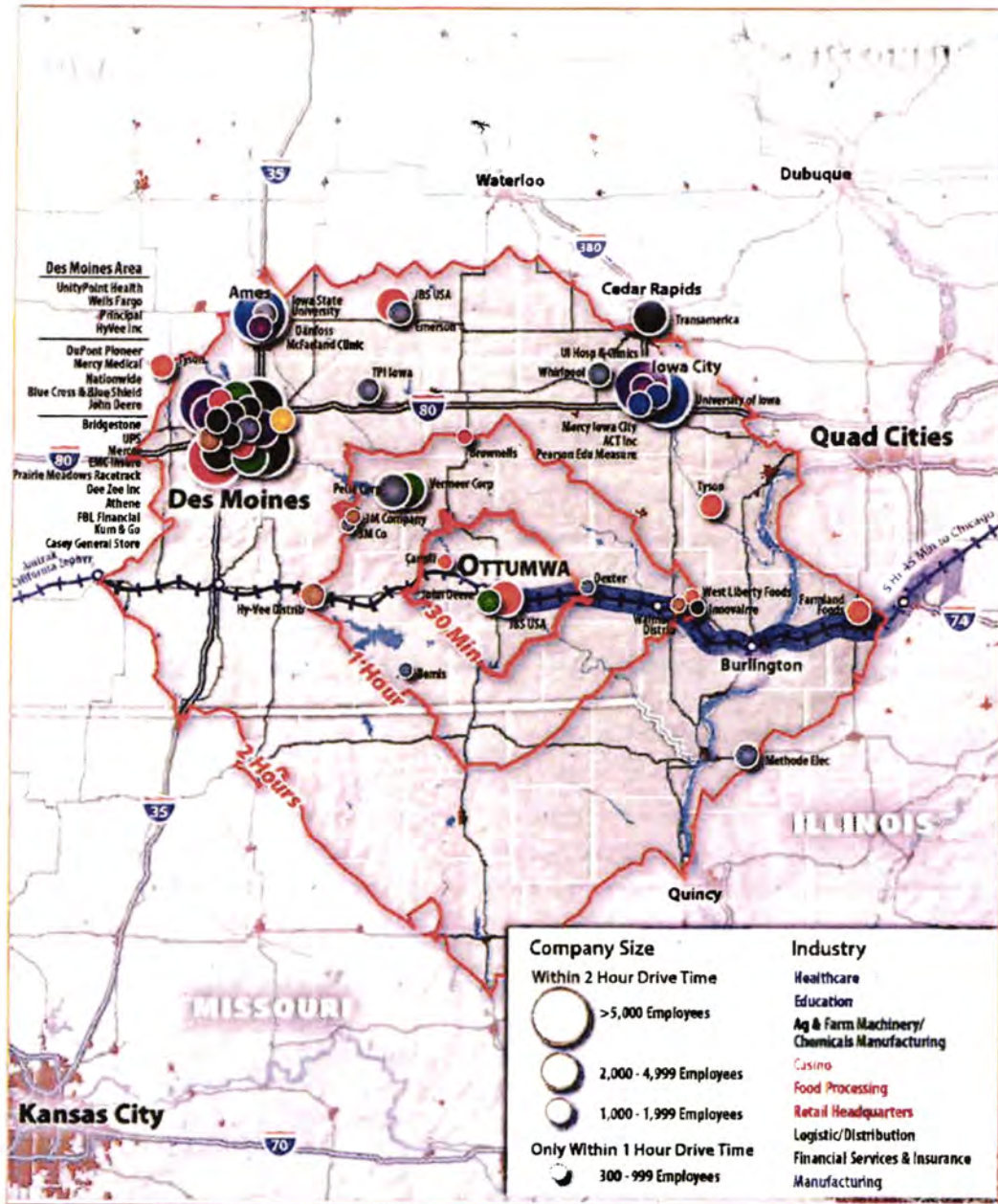
LEGACY
FOUNDATION

II. OTTUMWA IN ITS REGIONAL GEOGRAPHY

Ottumwa is nestled in southeast Iowa in the Des Moines River watershed. The Des Moines river valley landscape includes a mixture of cultivated crops (corn, soybeans) and mixed forest. Ottumwa is within a 4-hour drive to four major cities, including Omaha, Kansas City, Des

Moines, and Saint Louis, which contains a regional population of over 8,700,000. Ottumwa's location on the California Zephyr line, connecting Chicago and Omaha by train, is a unique asset that enhances the opportunities for Ottumwa to grow more prestigious as a destination.





CORPORATE AND INDUSTRY LABORSHED SNAPSHOT

Ottumwa is within a two-hour drive to Des Moines, Iowa's capital city and a major statewide employment center. Des Moines' largest employers are in financial services and insurance, health care, logistics/distribution, and retail headquarters sectors. The region encompassing Des Moines and Ottumwa within a two-hour drive time also includes strong manufacturing and agriculture economic sectors.

John Deere Ottumwa Works and JBS USA are the largest employers in Ottumwa and provide a strong ag-equipment, food processing, and manufacturing industry presence. Within an hour's drive are several company headquarters and branches with over 500 employees. Pella Corporation and Vermeer are large manufacturing employers, along with other companies in retail distribution, food processing, paper manufacturing, and consulting services, which provide a range of skilled workforce opportunities and economic sustainability within Ottumwa's core laborshed.

III. EXISTING CONDITIONS & DOWNTOWN ASSETS

Downtown Ottumwa is accessible by several highways, including US 63 and US 34. With employment centers downtown and by the airport, Ottumwa's major destinations have excellent accessibility by car, airplane, and train service.



DOWNTOWN ASSETS

Major assets in downtown Ottumwa, such as the Amtrak Station, active Main Street business district, historic building stock, and natural areas and riverfront, provide a backdrop for downtown revitalization.



AMTRAK STATION ON CALIFORNIA ZEPHYR LINE

Ottumwa's Amtrak Train Station was built in 1951 on the limestone foundation of the original 1889 train depot and is a stop on the famous California Zephyr line. Ballingall Park provides a context and entrance for the station. The Amtrak stop connects Ottumwa with Chicago to the east and Denver, Salt Lake, and San Francisco in the west.

RIVERFRONT REDEVELOPMENT SITE & LOCALLY-OWNED HYDROELECTRIC DAM

Between Market Street and Jefferson Street is a prime site on the river that is poised for redevelopment of apartments and mixed-use that would provide additional housing options for the Ottumwa area workforce. Adjacent to this key redevelopment site is the hydroelectric dam owned by Ottumwa Water Works. The dam is currently selling power to Alliant Energy and has potential for greater localized use for hydropower.

HISTORIC BUILDING STOCK & ACTIVE MAIN STREET FAÇADE PROGRAM

Ottumwa's Main Street is thriving with active uses and a successful façade improvement program. Over 100 upper-story apartments have been renovated for adaptive reuse in historic Main Street buildings, with more to come. The historic building stock located on the west end of Main Street is currently underutilized and has potential for targeted programming of uses around the station to complement existing activity. Developer recruitment for key, catalytic projects will expand private sector activity in downtown Ottumwa within the TOD area.

BRIDGE VIEW CONVENTION CENTER AND NEW HOTEL

The Bridge View Center is well-located on the south bank of the Des Moines River and provides corporate meeting space and an active entertainment venue for concerts and performances. With over 92,000 square feet available, Bridge View Center currently hosts over annual 476 events with a total attendance of over 160,000. A new 90+ room business-class hotel is currently underway that will connect with Bridge View and thus expand the types of events that can be held there and provide additional room night options for visitors to Ottumwa.

CENTRALIZED EMPLOYMENT CENTER AND CONVENIENT HIGHWAY ACCESS

Ottumwa's largest employers, JBS and John Deere Ottumwa Works, are centrally located near downtown and easily accessible by an extensive and convenient highway network. Since these employers are deeply embedded in the manufacturing, ag equipment, and food processing supply chain, supporting their workforce needs is vital to the future of Ottumwa. Additionally, hundreds of jobs have recently been added to the downtown core, including those from a large health clinic and a contact center. Currently, over 1,100 individuals are employed in the downtown area providing a stable employment base in the "heart" of the city.

NATURAL AREAS, RIVERFRONT, AND TRAIL SYSTEM

Prominent and attractive park land wraps around downtown and adjacent to the winding Des Moines River. Greater Ottumwa Park, the Oxbow, and Turkey Island provide both formal and informal green space for sports, recreation, and exploration. While active with organized sports, such as baseball and softball, and self-directed activities such as trail cycling are popular in the Ottumwa park system.



IV. OPPORTUNITY ANALYSIS

**OPPORTUNITY #1:
UPGRADE AMTRAK STATION AND AMTRAK SQUARE TO INCREASE
OTTUMWA'S DOWNTOWN AND REGIONAL APPEAL**

**OPPORTUNITY #2:
CREATE TRANSIT ORIENTED DEVELOPMENT (TOD) AROUND
AMTRAK STATION TO ATTRACT PRIVATE INVESTMENT
AND ENHANCE DOWNTOWN VIBRANCY**

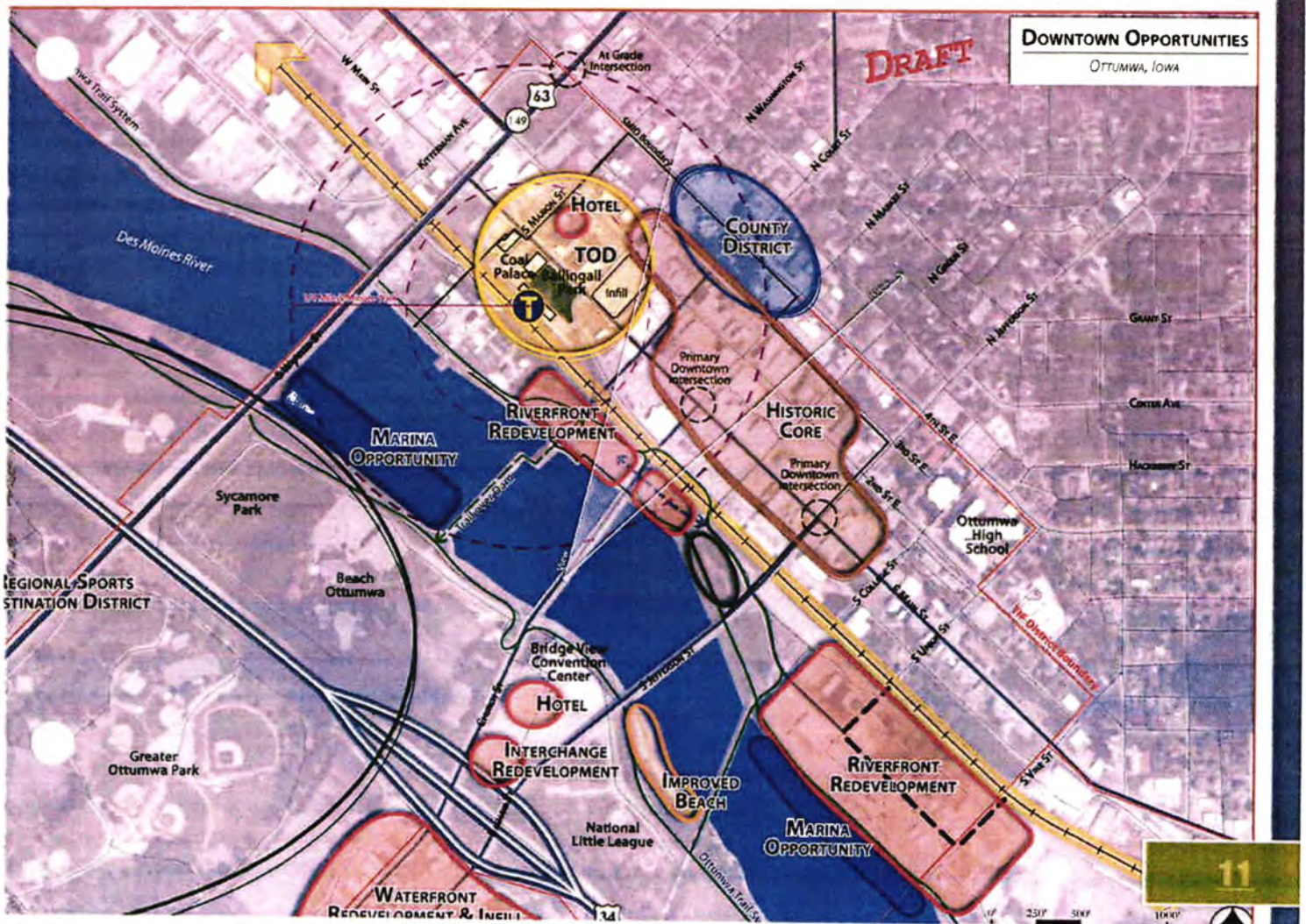
**OPPORTUNITY #3:
PRIORITIZE RIVERFRONT REVITALIZATION INCLUDING
NEW RESIDENTIAL APARTMENTS**

**OPPORTUNITY #4:
BOOST RIVERWALK SYSTEM WITH DYNAMIC
RIVERFRONT "ELECTRIC PARK" VENUE**

OPPORTUNITY #5:
**LEVERAGE LOCALLY-OWNED HYDROPOWER DAM
 FOR ADVANCED GREEN ENERGY MICROGRID**

OPPORTUNITY #6:
**DEVELOP OTTUMWA AS EXCURSION DESTINATION
 WITHIN THE CHICAGO TO OMAHA CORRIDOR**

OPPORTUNITY #7:
**REPOSITION THE OXBOW AS AN ENHANCED
 DOWNTOWN GATEWAY AND SPORTS TRAILHEAD**



OPPORTUNITY #1

UPGRADE AMTRAK STATION AND AMTRAK SQUARE TO INCREASE OTTUMWA'S DOWNTOWN AND REGIONAL APPEAL

The Amtrak Station that connects Ottumwa with the global city of Chicago is an asset with enormous potential. While Ottumwa has been the site of active passenger rail since the late 1880s, current demographics highlight an opportunity to provide more robust access to Chicago and Omaha for corporate business travel and the millennial workforce. Additional

public and private investment should be leveraged to improve the Amtrak Station's interior functionality, exterior experience, signage, parking, and access, including the addition of multi-modal amenities (bus, car rental, bicycle parking, EV-charging stations) to better capitalize on this opportunity.

PROJECTS AND INITIATIVES

1.1 Enhance Amtrak Train Station façade

1.2 Update loading platform and canopy, in partnership with Amtrak

1.3 Work with architect to determine conceptual design for interior improvements, such as more seating, bathroom upgrades, local feature and marketing kiosks, Wi-Fi, and digital schedule board

1.4 Reconfigure entry drive and relocate parking, improve signage and add additional wayfinding signage

1.5 Construct new clock tower feature that references 1890s train station

1.6 Build pedestrian bridge and train-viewing parklet over tracks connecting to riverfront and Electric Park

1.7 Enhance Ballingall Park and Amtrak Square

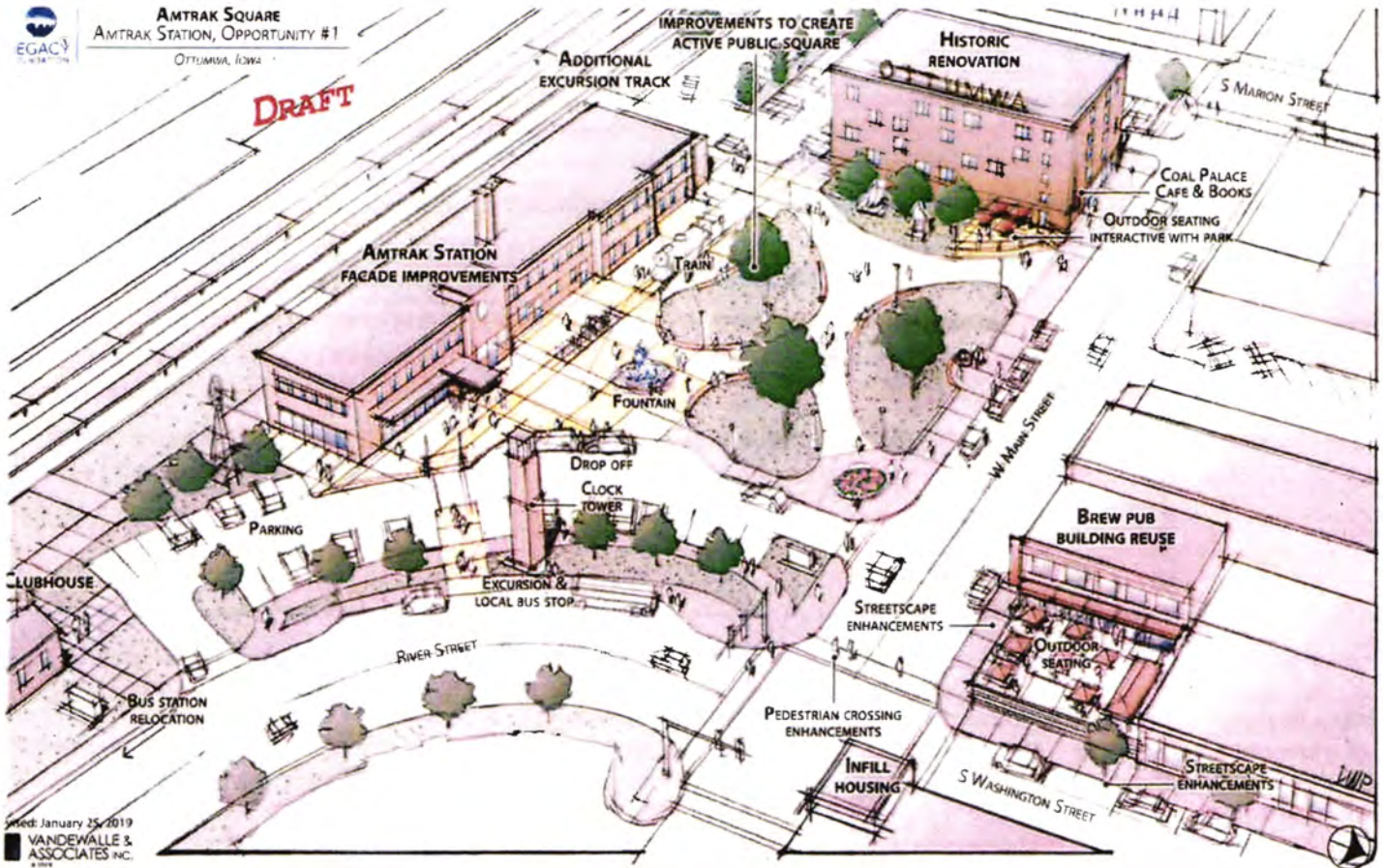
1.8 Relocate and integrate bus station into train station

1.9 Add multi-modal transit amenities for "hub," such as bicycle parking, access to rental cars and car-sharing, public bus transportation integration, EV-charging stations, wayfinding signage, and connectivity to on-street bike lanes

1.10 Improve signage and add additional wayfinding signage



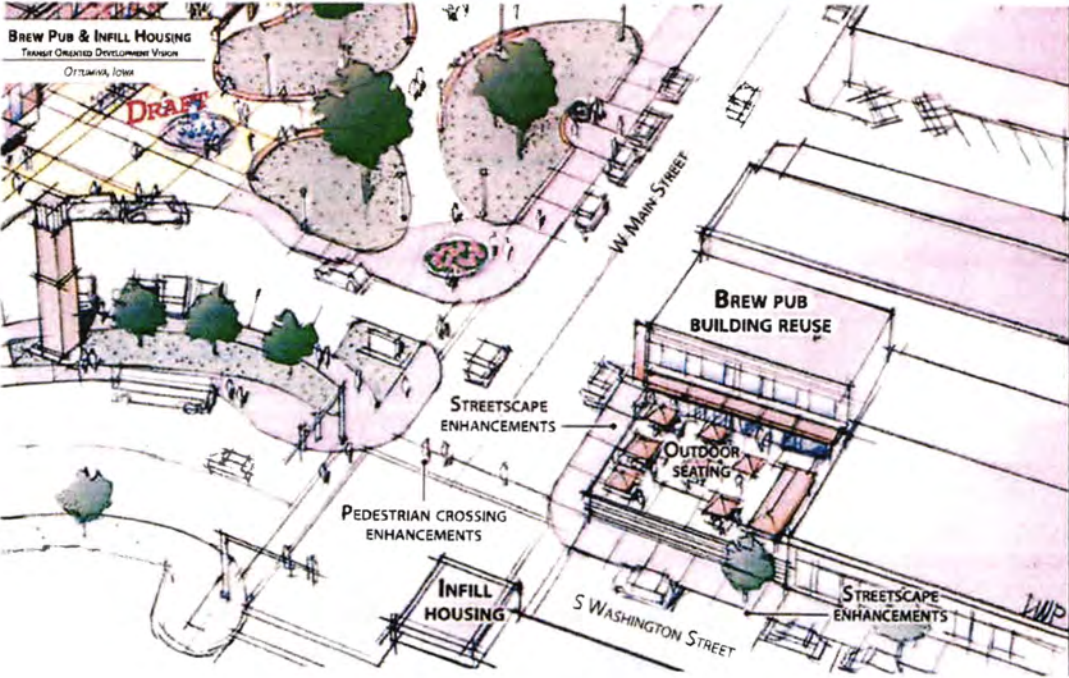
DRAFT



dated: January 25, 2019
 VANDEWALLE &
 ASSOCIATES INC.



*EXAMPLES of Bike Share,
 Car Share, and brew pub
 development*



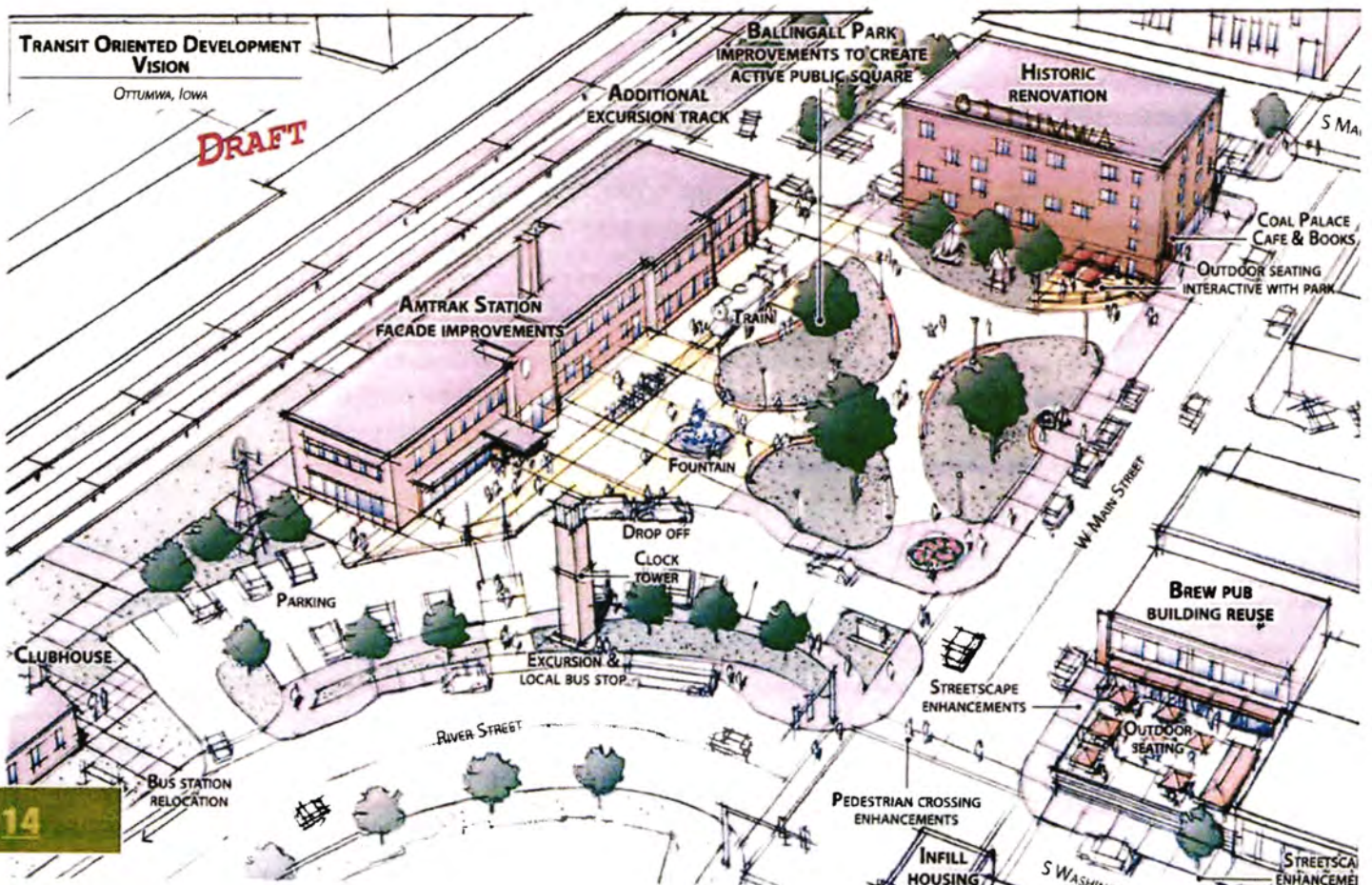
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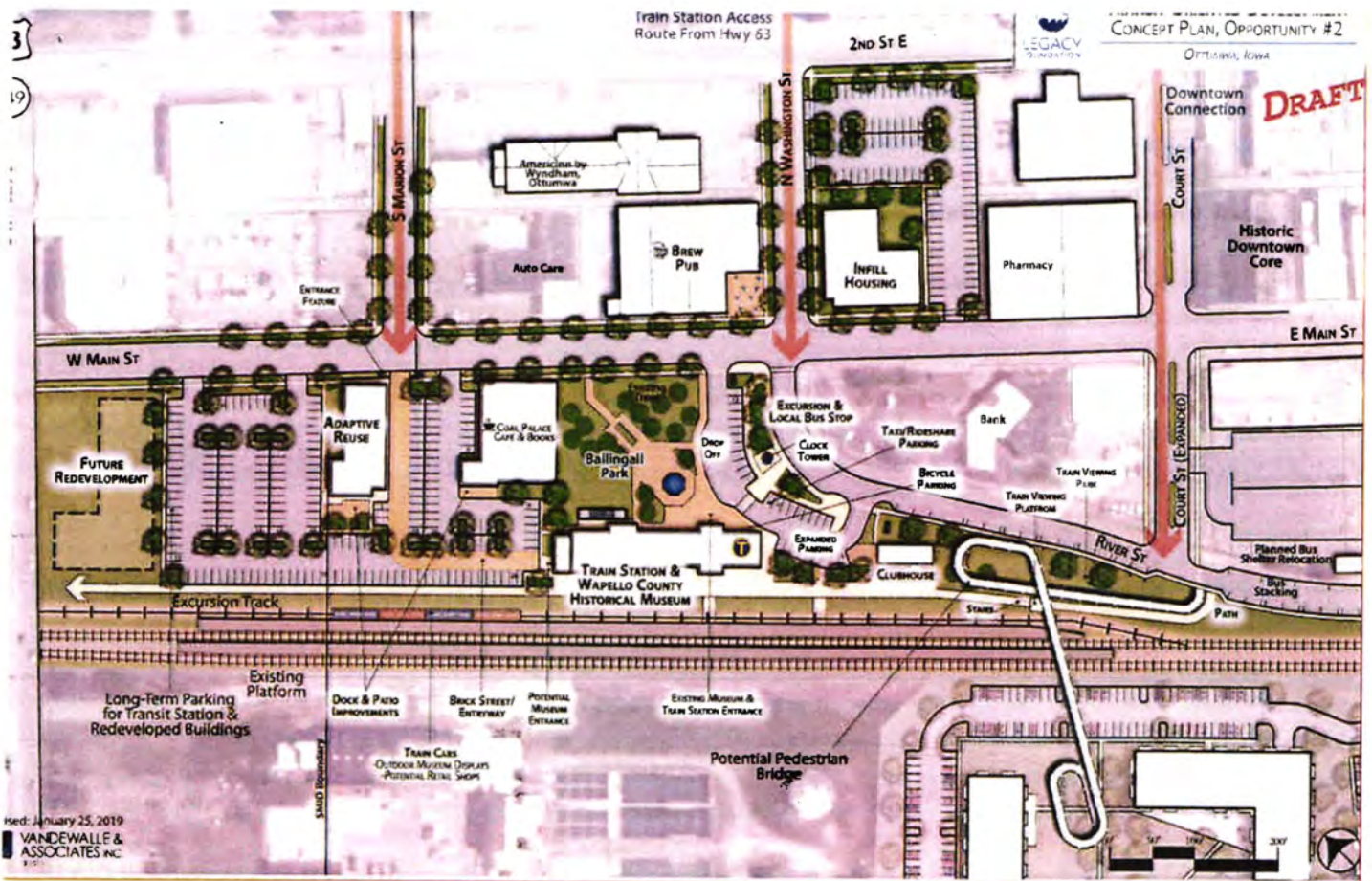
OPPORTUNITY #2

CREATE TRANSIT ORIENTED DEVELOPMENT (TOD) AROUND AMTRAK STATION TO ATTRACT PRIVATE INVESTMENT AND ENHANCE DOWNTOWN VIBRANCY

An enhanced TOD around the Amtrak Station will include recruitment of private investment through inspiring historic rehab of adjacent buildings, the addition of outdoor dining and activity areas, a destination brew pub and restaurant, and improved multi-modal connectivity, such as enhanced drop-off and parking areas, bicycle parking, car rentals, and electric car charging stations. Adaptive reuse of existing buildings like the Hutchinson Wholesale and Cigar Factory buildings should be targeted for redevelopment.

A proposed infill site across from the station will add more downtown residents that can walk to the Amtrak Station and Main Street businesses. Interpretive themes that highlight Ottumwa's rail and river history could be incorporated into public art or place-based experiences in the TOD. Concentrated private and coordinated redevelopment in the TOD area will increase the vibrancy of the area surrounding the station for both residents and future visitors stopping in Ottumwa during travel between Chicago and Omaha.





PROJECTS AND INITIATIVES

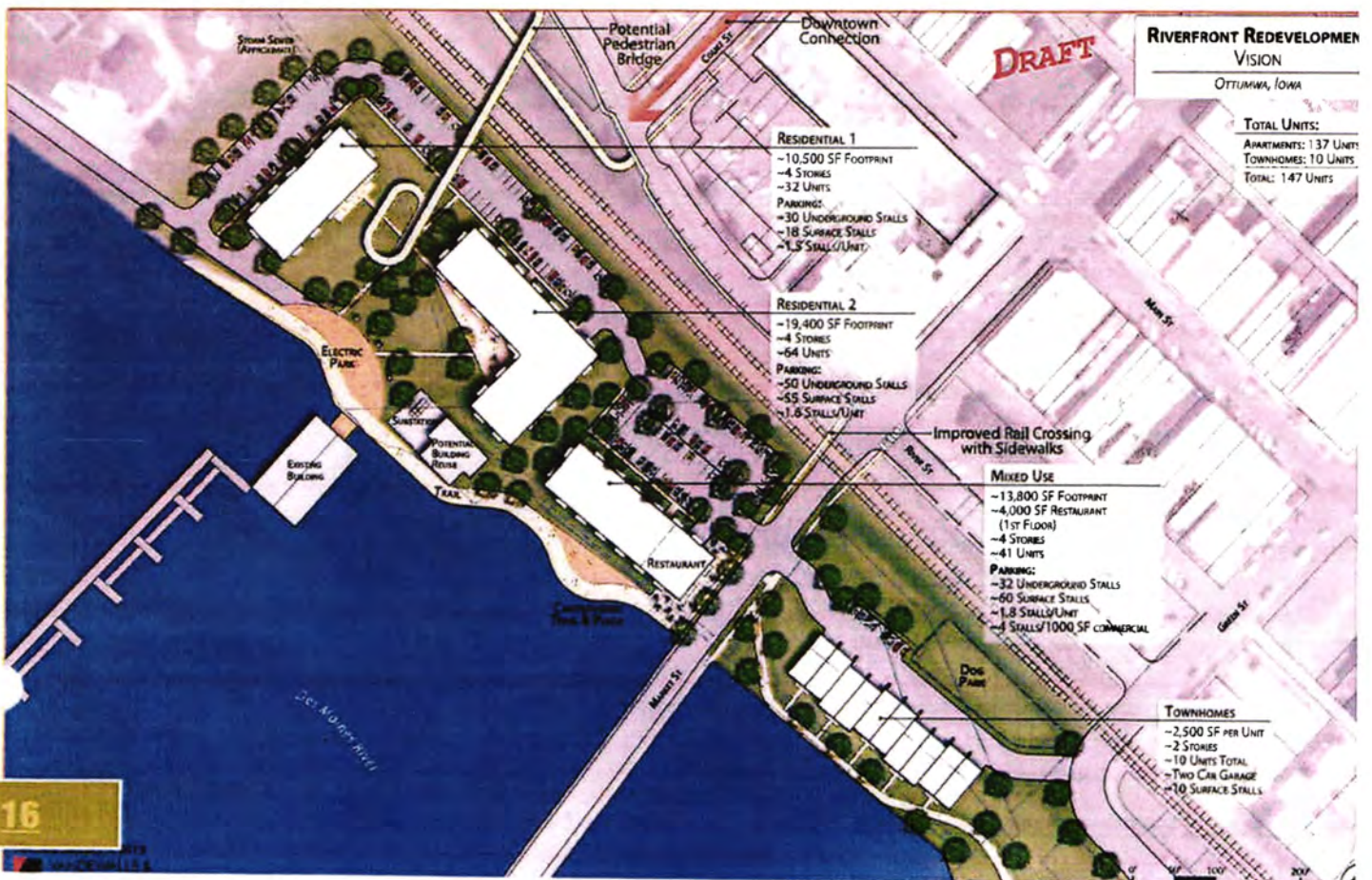
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|---|--|
| <p>2.1 Strengthen multi-modal and visual connections to Business District and Main Street</p> <hr/> <p>2.2 Recruit brewery to former auto repair building, including compelling outdoor beer garden</p> <hr/> <p>2.3 Renovate Hutchinson Wholesale building to accommodate additional users</p> <hr/> <p>2.4 Enhance streetscape on Main Street, Marion Street, and Washington Street in TOD</p> <hr/> <p>2.5 Implement enhancements to accommodate safe pedestrian and bicycle circulation</p> | <p>2.6 Recruit housing developer for redevelopment site at Main Street and Washington Street</p> <hr/> <p>2.7 Incorporate regional bus service (Des Moines, Iowa City, etc.)</p> <hr/> <p>2.8 Enhance access to car rentals and car-sharing options</p> <hr/> <p>2.9 Accommodate taxi, Uber, and Lyft pick-up and drop-off</p> <hr/> <p>2.10 Expand trail system to Amtrak Station, adding linkage to 12 miles of existing trail network</p> |
|---|--|

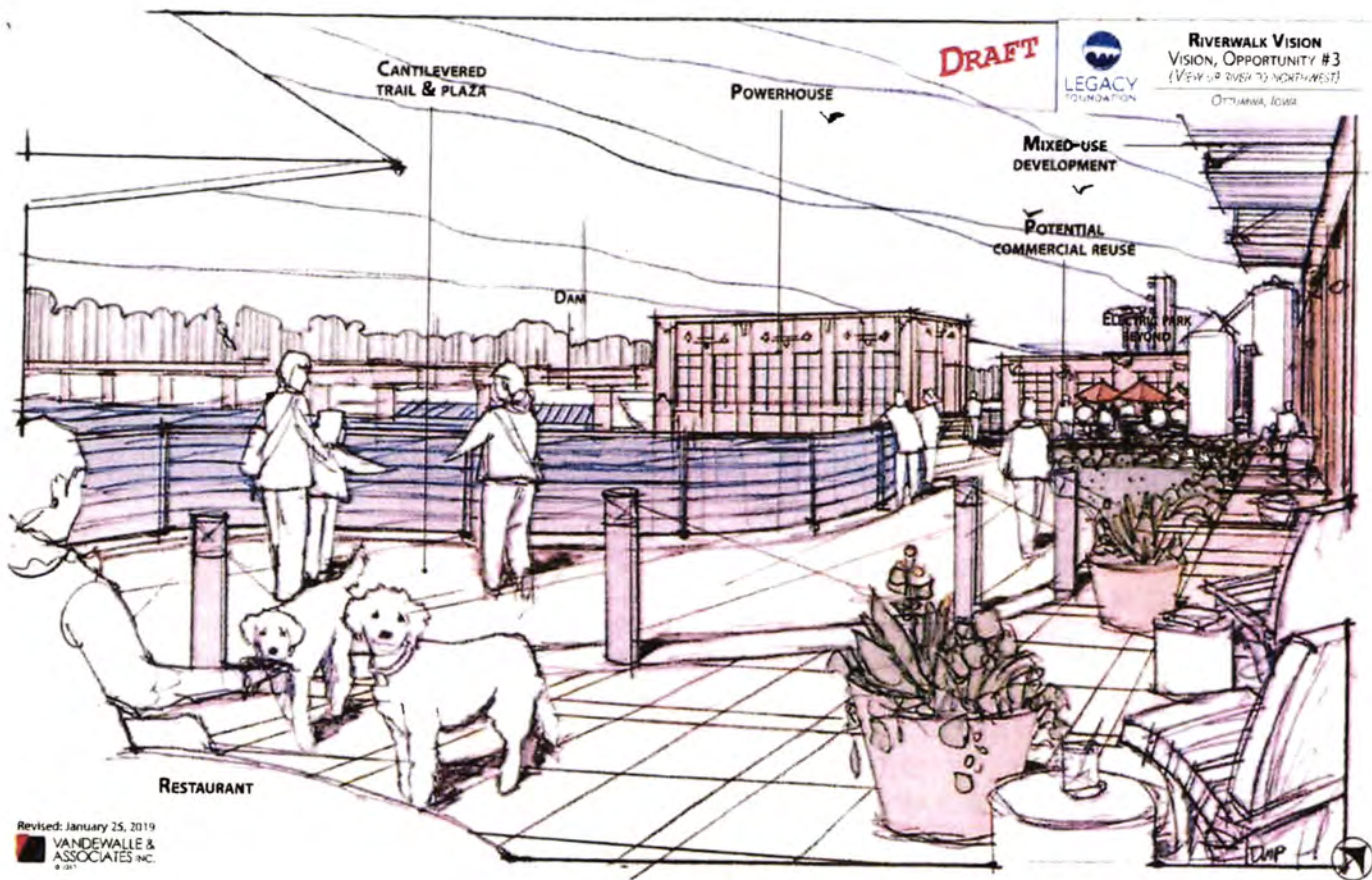
OPPORTUNITY #3

PRIORITIZE RIVERFRONT REVITALIZATION INCLUDING NEW RESIDENTIAL APARTMENTS

In today's economy it is imperative to attract and retain young professionals to fill desirable positions at regional employers. One factor in achieving this aim is to offer desirable housing types that fit the lifestyle of working Millennials, engineers, and young professionals out of college. Riverfront apartments with accessibility to retail amenities, bike trails and nature, downtown entertainment, and public transit are highly desirable to this demographic. Many active retired or working empty-

nesters looking to downsize also find the lifestyle offered by riverfront apartments to be appealing. Ottumwa has a riverfront site at Market Street that is perfectly suited for developer recruitment for this type of project. The site also offers a unique opportunity for "Electric Park," envisioned as a destination that serves as a gathering and entertainment venue which uses the hydroelectric dam to power interpretive lights and eye-catching motion elements.





PROJECTS AND INITIATIVES

- 3.1 Recruit developer for multi-family housing and mixed-use development on key riverfront site at Market Street

- 3.2 Enhance safe pedestrian connections to Market Street

- 3.3 Enhance pedestrian rail crossings

- 3.4 Design and construct bike lanes as part of complete street connectivity to site

- 3.5 Develop design concept and cost estimates for river-viewing platforms and visitor parking areas

- 3.6 Explore reuse of historic pump house for restaurant/brew pub or other destination use

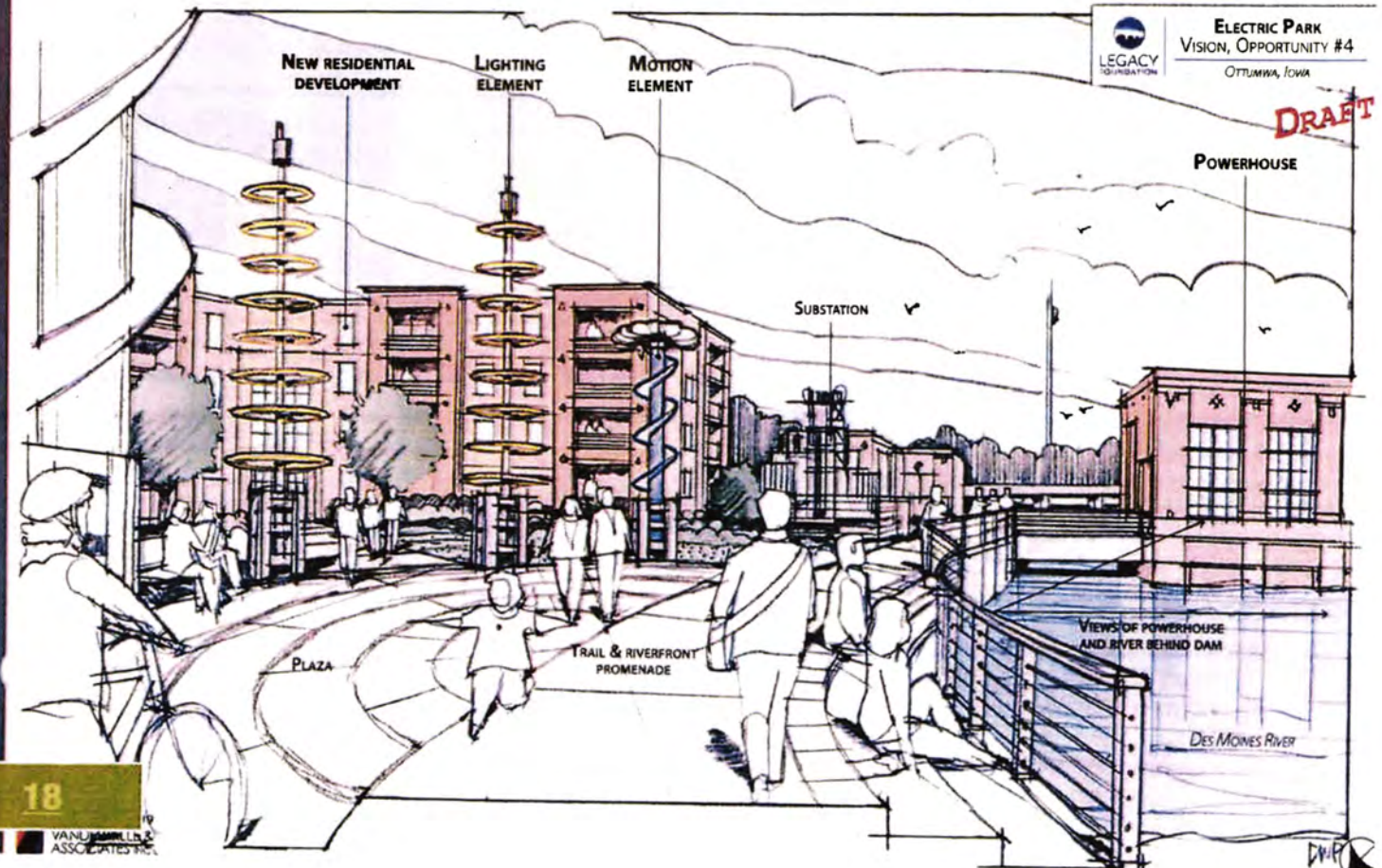
- 3.7 Conduct site preparation activities, such as Phase I and Phase II Environmental Site Assessments

OPPORTUNITY #4

BOOST RIVERWALK SYSTEM WITH DYNAMIC RIVERFRONT "ELECTRIC PARK" VENUE

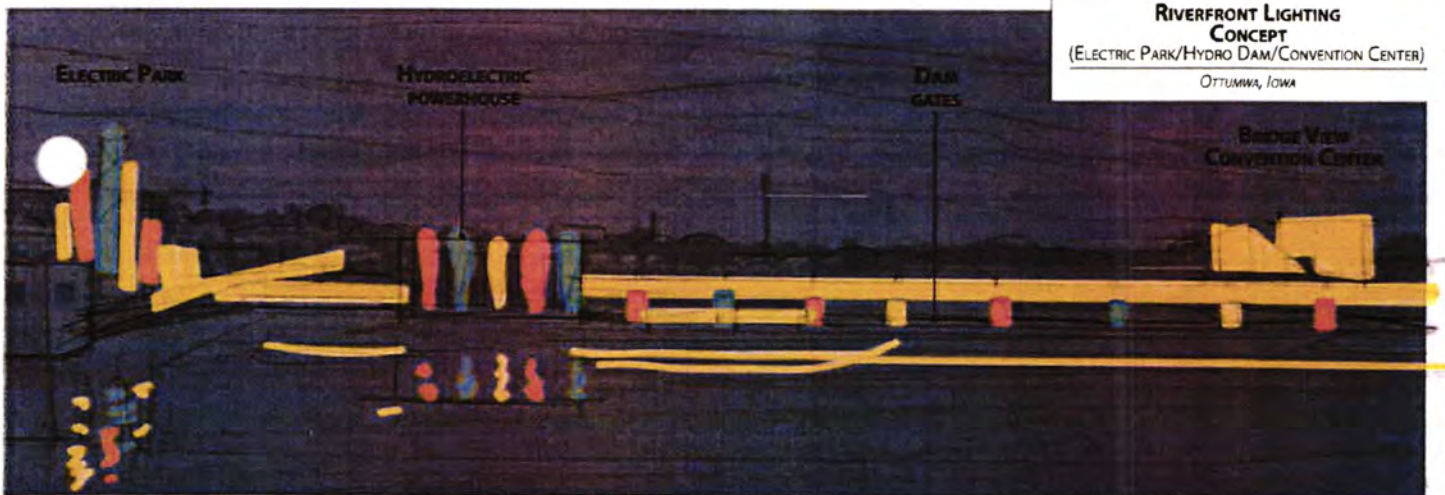
A one-of-a-kind destination like Electric Park has the power to transform new development and historic infrastructure into a distinctive community asset that sets Ottumwa apart in the region and makes it a memorable place to live and visit. Replicating the kinetic energy of light and the motion of the river, Electric Park will incorporate interactive light and motion sculptures to create a unique experience that goes beyond public art.

Transferring light and connection across the Des Moines River from its location near Market Street to the Bridge View Center, illuminating the hydrodam, its source of power and inspiration, create an even greater sense of place. Electric Park will not only serve as a place for friends and families to gather, but it will attract residents and visitors to experience the planned riverfront residential and riverwalk.



PROJECTS AND INITIATIVES

- 4.1 Develop design concept for Electric Park, including lighting the riverwalk and dam through hydropower
- 4.2 Determine timing of Electric Park project in relation to other projects on the riverfront
- 4.3 Determine funding strategy to fund Electric Park through local, state, and federal sources
- 4.4 Develop Electric Park programming to maximize park features and create a destination for residents and visitors



CASE STUDY: RIVER LIGHTS, SOUTH BEND, IN

River Lights is an interactive public art installation that uses colored, LED light to brightly highlight the city's major asset: the St. Joseph River. Powered by the hydroelectric turbine adjacent to the installation, River Lights is energy efficient, using less power than six hair dryers, and minimizes light pollution. River Lights has attracted private development to downtown South Bend while also creating a special experience in the city as it connects destinations in the downtown and provides opportunities for unique community programming including, a summer concert series, music festival, and holiday-themed lighting.

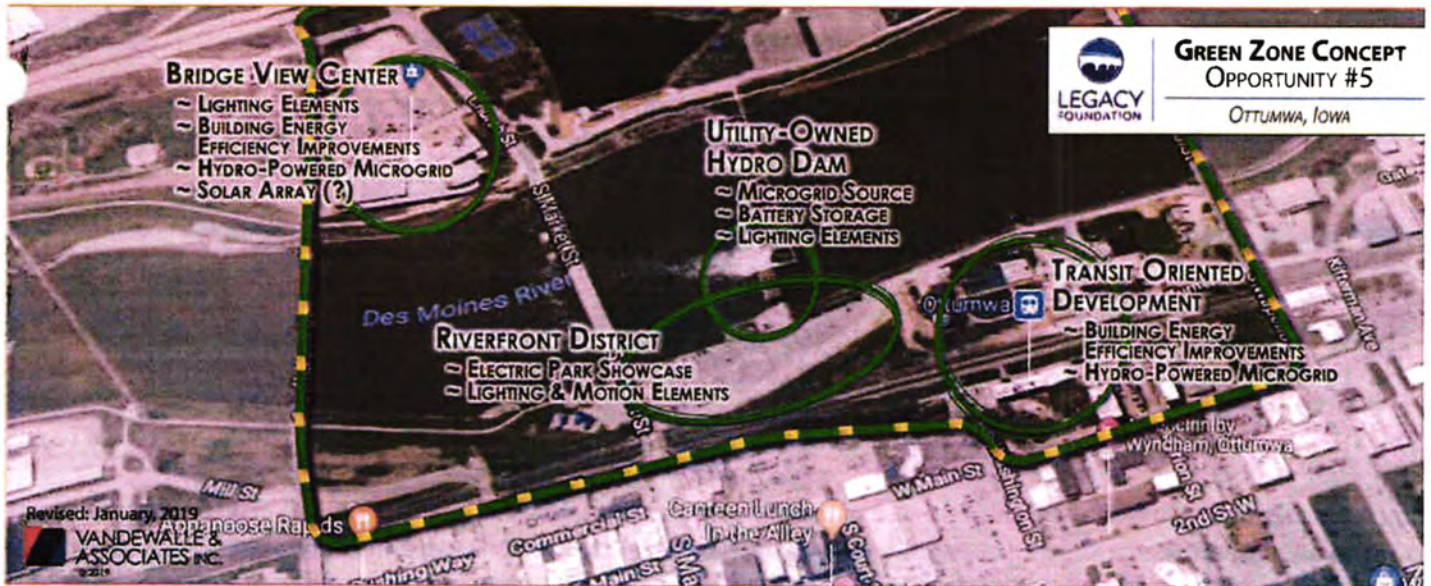


OPPORTUNITY #5

LEVERAGE CITY-OWNED HYDROPOWER DAM FOR ADVANCED GREEN ENERGY MICROGRID

The city-owned hydropower dam provides a rare opportunity to position the community for recognition of new energy solutions that build resiliency and redundancy in relation to our changing climate. Ottumwa could become a recognized place in Iowa for a standout carbon neutral project, where the hydroelectric dam is utilized to power modern residential apartments, the dynamic lighting features of “Electric

Park,” and other destinations, such as Bridge View Center, within the designated green energy microgrid. Exploration of the use of hydropower within a microgrid and the opportunity for battery storage should occur in the next 12 months. Additional energy independence efforts could be explored, such as a building energy efficiency program, and other renewable energy systems such as solar panels.



HYDRO-DAM MICROGRID EXAMPLES

STERLING, MA

2 MW of battery storage;
3 MW solar array

Islanded to power police dept and emergency dispatch system
~2 weeks

SOUTH BEND, IN

Future installation of 2MW hydro-dam

7-10% Notre Dame's power
Seitz Park and River Lights – current and active visitor attraction

IDAHO FALLS, ID

90% energy from hydropower (23 MW)

Microgrid, Back-up for reliability and resiliency

Planning for battery storage

WHAT IS A MICROGRID?

Defined as a small, locally-operated electrical grid that can independently power individual areas or a small network of users. A microgrid is usually connected to the national power grid, providing redundancy and resiliency. Operating autonomously can keep users in a microgrid operational during inclement weather, power failures, and other disasters.

Microgrids can:

- Easily integrate renewable energy sources like solar, wind, geothermal, and hydropower
- Incorporate battery storage to increase the redundancy and reliability of a microgrid
- Utilize smart control technology to create a smartgrid that provides operators greater control and detailed data



PROJECTS AND INITIATIVES

- 5.1 Determine designated area for Green Zone hydropower district and microgrid

- 5.2 Perform technical assessment of dam to determine whether new technologies or upgrade could be made to the facility to increase efficiency or output from the dam

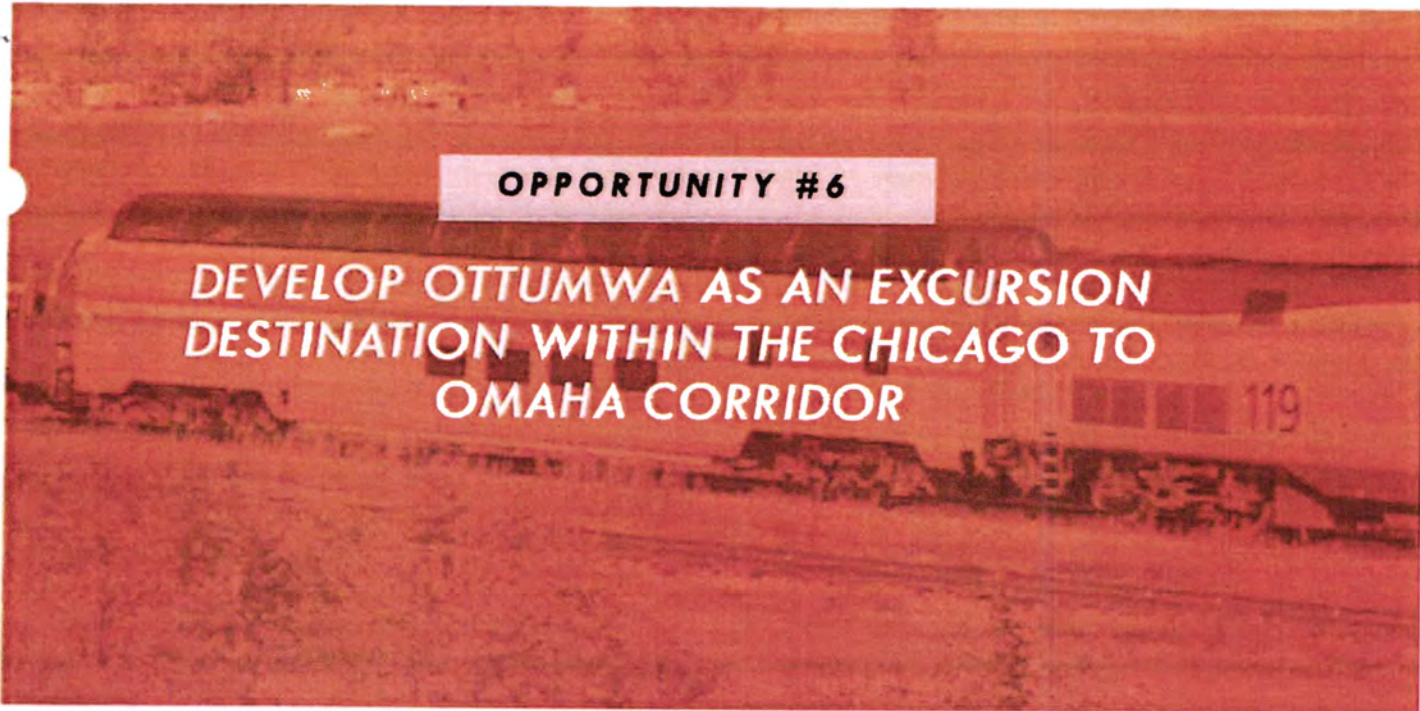
- 5.3 Identify key projects to target for use of hydropower microgrid, including unique lighting system for dam and "Electric Park," potential battery storage system, Bridge View Center, and future residential

- 5.4 Coordinate with utilities to determine how the power generated by the dam could be distributed for use in localized microgrid, including to power Ottumwa's Water Works

- 5.5 Determine role for energy storage through battery systems on site

- 5.6 Conduct feasibility study to determine permissions and infrastructure needed to utilize hydropower at Bridge View Center and other venues

- 5.7 Determine funding strategy to accomplish the outcomes determined in the project exploration and feasibility analysis



OPPORTUNITY #6

**DEVELOP OTTUMWA AS AN EXCURSION
DESTINATION WITHIN THE CHICAGO TO
OMAHA CORRIDOR**

With its central location in Iowa and convenient travel by car and train to Omaha (4 hours) and Chicago (5 hours), Ottumwa should develop a strategic approach to linking with both major cities as part of an excursion destination corridor. The redevelopment plans for downtown Ottumwa and

upgrade of the Amtrak Station will help to put Ottumwa on the map for other travelers. Connecting with these major cities will strengthen both tourism and business linkages as part of an economic development strategy and community branding initiative.



**[MILLENNIAL
WORKFORCE
EXCURSION
OPPORTUNITY]**

Leave Ottumwa at **9:09 a.m.**
on Friday. Work on Amtrak.

Arrive in Chicago at **2:50 p.m.**
Working dinner.

Weekend with friends.

Sunday return from Chicago on **2:00 p.m.**
train. Arrive in Ottumwa at 6:53 p.m.

PROJECTS AND INITIATIVES

- 6.1 Partner with Omaha to advocate for additional daily trains between Omaha and Chicago

- 6.2 Expand designated excursion train track and destination features

- 6.3 Develop marketing initiative to promote Ottumwa as day or weekend stop between Omaha and Chicago

- 6.4 Strengthen connection to Mississippi River tourism, such as Viking Cruises, steam paddleboat tours, and casinos

- 6.5 Determine parameters to recruit high speed rail to this corridor

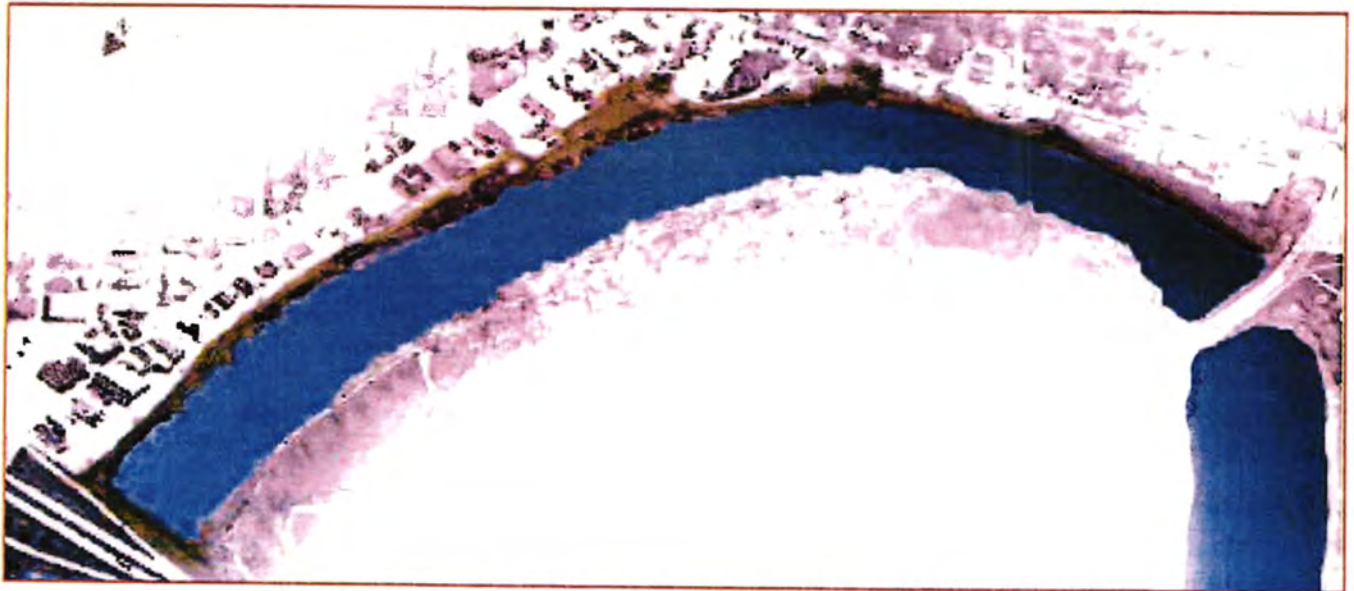


OPPORTUNITY #7

REPOSITION THE OXBOW AS AN ENHANCED DOWNTOWN GATEWAY AND SPORTS TRAILHEAD

The natural areas around the Des Moines River, including Greater Ottumwa Park and the Oxbow have been analyzed extensively in relationship to outdoor recreation and sports opportunities. In this document, the focus is on the opportunity to redevelop the "gateway" at Church Street, US Highway 34, and river access along the Oxbow for enhanced commercial

development and additional connections to the trail system. In addition, the potential hotel at the Bridge View Center provides opportunities for new uses at the convention center and additional, complementary uses along the gateway. Further analysis of this area should be conducted and incorporated in parallel to other plans and initiatives in this area.



THE OXBOW - *Riverfront Renaissance Master Plan* - Ottumwa Regional Legacy Foundation
Studio C. Rushing Alta Planning & Design and Elemi Architects



*GREATER OTTUMWA PARK - Riverfront Renaissance Master Plan -
Ottumwa Regional Legacy Foundation*

Studio C. Rushing Alta Planning & Design and Elemi Architects

PROJECTS AND INITIATIVES

7.1 Enhance and implement trail connections along oxbow waterway

7.2 Conduct blight and preservation analysis and redevelopment site identification

7.3 Develop design concept for gateway and interchange area

7.4 Incorporate existing and new sports facilities in repositioning efforts

7.5 Analyze complementary uses for Bridge View Center and new hotel for recruitment to Church Street and gateway area

7.6 Incorporate efforts for bridge, dam, and riverfront venue lighting

V. IMPLEMENTATION STRATEGY

1. **Create BUILD Grant Readiness Team, which should include representatives from Area 15, Legacy Foundation, the City, Main Street, and V&A. The BUILD Grant Readiness Team should begin to further define the BUILD grant project scope and determine cost estimates.**

2. **Apply for BUILD Grant in 2019 grant cycle (June/July deadline expected).**

3. **Develop Project Management Team/Design Build Management Team (PMT/DBMT) process and team structure and graphic based around the Steering Committee that guided the Opportunity Analysis and Implementation Strategy.**

4. **Work with Project Management Team to assign priorities and timing to each opportunity in order to begin implementation, including the Amtrak station, the private development around Amtrak Square, riverfront redevelopment, Electric Park, the microgrid/hydrodam, and Ottumwa's regional destination marketing strategy.**

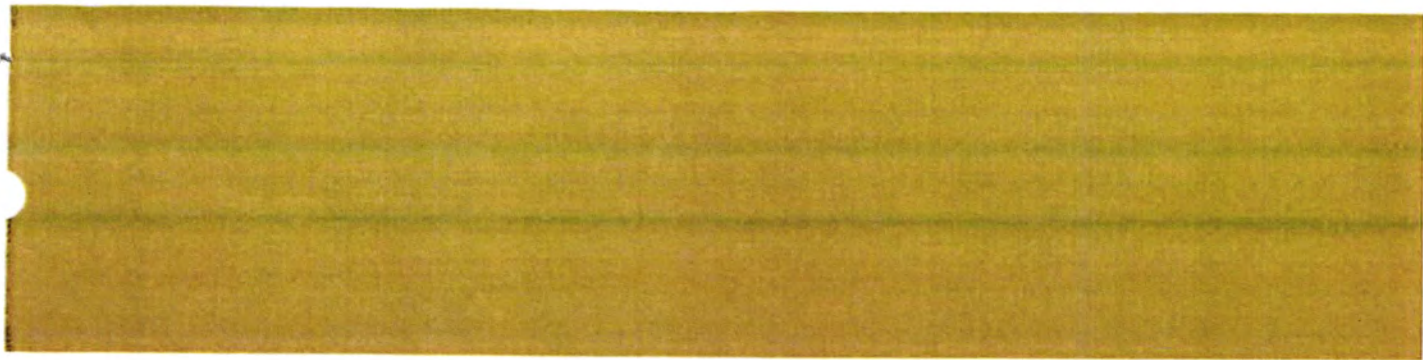
5. **Within implementation team structure (PMT/DBMT), determine projects that can move forward independently of the BUILD grant application.**

6. **Determine additional funding needs and potential sources, such as Tax Increment Financing, USDA Rural Development funding, Iowa Economic Development Authority programs, federal and state brownfield grants, etc., For each opportunity and project.**

DRAFT Preliminary Opportunity Analysis Including Initial BUILD Projects for Future Grant

WORKING DRAFT: Preliminary Opportunity Analysis & Implementation Strategy Including Initial BUILD Projects for Future Grant Request

Opportunity #1: Upgrade Amtrak Station and Amtrak Square to Increase Ottumwa's Downtown and Regional Appeal		
	Potential Partners	Potential Funding Sources*
1.1 Enhance Amtrak Train Station façade	Mayor, City Planning Dept., Wapello County Museum, Legacy Fdn, Main Street, Area 15	BUILD grant; Amtrak, historic tax credits, IDOT TAP
1.2 Update loading platform and canopy, in partnership with Amtrak	Mayor, City Planning Dept., Wapello County Museum, Legacy Fdn, Main Street, Area 15	BUILD grant; Amtrak
1.3 Work with architect to determine conceptual design for interior improvements, such as more seating, bathroom upgrades, local feature and marketing kiosks, Wi-Fi, and digital schedule board	Mayor, City Planning Dept., Wapello County Museum, Legacy Fdn, Main Street, Area 15	BUILD grant; City; Amtrak; IDOT TAP
1.4 Reconfigure entry drive and relocate parking	Mayor, City Planning Dept., Wapello County Museum, Legacy Fdn, Main Street, Area 15	BUILD grant; IDOT TAP
1.5 Construct new clock tower feature that references 1890s train station	Mayor, City Planning Dept., Wapello County Museum, Legacy Fdn, Main Street, Area 15	BUILD grant
1.6 Build pedestrian bridge and train-viewing parklet over tracks connecting to riverfront and Electric Park	Mayor, City Planning Dept., Wapello County Museum, Legacy Fdn, Main Street, Area 15	BUILD grant; City; IDOT TAP
1.7 Enhance Ballingall Park and Amtrak Square	Mayor, City Planning Dept., Wapello County Museum, Legacy Fdn, Main Street, Area 15	BUILD grant
1.8 Relocate and integrate bus station into train station	Mayor, City Planning Dept., Wapello County Museum, Legacy Fdn, Main Street, Area 15	BUILD grant; City
1.9 Add multi-modal transit amenities for "hub," such as bicycle parking, access to rental cars and car-sharing, public bus transportation integration, EV-charging stations, wayfinding signage, and connectivity to on-street bike lanes	Mayor, City Planning Dept., Wapello County Museum, Legacy Fdn, Main Street, Area 15	BUILD grant; IDOT TAP
1.10 Improve signage and add additional wayfinding signage	Mayor, City Planning Dept., Wapello County Museum, Legacy Fdn, Main Street, Area 15	BUILD grant
Opportunity #2: Create Transit Oriented Development (TOD) Around Amtrak Station to Attract Private Investment and Enhance Downtown Vibrancy		
	Potential Partners	Potential Funding Sources*
2.1 Strengthen multi-modal and visual connections to Business District and Main Street	City Planning Dept., Legacy Fdn, Main Street, Public Works	City funding; CDBG; IDOT TAP
2.2 Recruit brewery to former auto repair building, including compelling beer garden	City Planning Dept., Legacy Fdn, Main Street	Private funding; TIF; Iowa brownfield tax credit
2.3 Renovate Hutchinson Wholesale building to accommodate additional users	City Planning Dept., Legacy Fdn, Main Street	Private funding; historic tax credits; TIF; Iowa Brownfield Tax Credit
2.4 Enhance streetscape on Main Street, Marion Street, and Washington Street in TOD	City Planning Dept., Legacy Fdn, Main Street, Public Works	BUILD grant; City funding; CDBG; IDOT TAP
2.5 Implement enhancements to accommodate safe pedestrian and bicycle circulation	City Planning Dept., Legacy Fdn, Main Street, Public Works	BUILD grant; IDOT TAP
2.6 Recruit housing developer for redevelopment site at Main Street and Washington Street	City Planning Dept., Legacy Fdn, Main Street	Private funding; TIF; Iowa brownfield tax credit
2.7 Incorporate regional bus service (Des Moines, Iowa City, etc.)	City Planning Dept., Legacy Fdn, Main Street, CVB	BUILD grant; Private
2.8 Enhance access to car rentals and car-sharing options	City Planning Dept., Legacy Fdn, Main Street, CVB	BUILD grant; Private
2.9 Accommodate taxi, Uber, and Lyft pick-up and drop-off	City Planning Dept., Legacy Fdn, Main Street, Public Works	City funding; IDOT TAP
2.10 Expand trail system to Amtrak Station, adding linkage to 12 miles of existing trail network	City Planning Dept., Legacy Fdn, Main Street, Public Works, Wapello County Trails Council	IDOT TAP; local funds
Opportunity #3: Prioritize Riverfront Revitalization Including New Residential Apartments		
	Potential Partners	Potential Funding Sources*
3.1 Recruit developer for multi-family housing / mixed-use development on key riverfront site at Market St.	City Planning Department, Legacy Fdn, V&A	Private funding; TIF; Iowa brownfield tax credit
3.2 Enhance safe pedestrian connections to Market Street	City Planning Dept., Legacy Fdn, Main Street	BUILD grant; IDOT TAP
3.3 Enhance pedestrian rail crossings	City Planning Dept., Legacy Fdn, Main Street, Public Works	BUILD grant; IDOT TAP
3.4 Design and construct bike lanes as part of complete street connectivity to site	City Planning Dept., Legacy Fdn, Main Street, Public Works	IDOT TAP; City; CDBG
3.5 Develop design concept and cost estimates for river-viewing platforms and visitor parking areas	City Planning Dept., Legacy Fdn, Main Street, Public Works, V&A	Local funds
3.6 Explore reuse of historic pump house for restaurant/brew pub or other destination use	City Planning Dept., Legacy Fdn, Main Street, Water Works, V&A	Private funding; TIF; Iowa brownfield tax credit
3.7 Conduct site preparation activities, such as Phase I and Phase II Environmental Site Assessments	City Planning Dept.	US EPA, Iowa EPA



2019
CITY OF OTTUMWA
City Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 21, 2019

Jody Gates

Prepared By

Kevin C Flanagan *KCF*

Department Head

Health & Inspections

Department

[Handwritten Signature]

City Administrator Approval

AGENDA TITLE: Resolution No. 87 - 2019, a Resolution accepting the offer and approving the sale of Lot 11 in Devin's Addition to the City of Ottumwa, Wapello County, Iowa, excepting the South 41 feet, to Janice Rutledge for the sum of \$250.00



Public hearing required if this box is checked.



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

RECOMMENDATION: Pass and adopt Resolution No. 87 - 2019.

DISCUSSION:

Janice Rutledge offered the City \$250.00 for a vacant lot located at 206 E. Court Street. Ms. Rutledge wants to use the lot as additional yard space for her house next door. The property will be transferred by quit claim deed and the buyer will pay the cost of publishing the public hearing notice and the recording fees.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 87 - 2019

A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF CITY OWNED PROPERTY DESCRIBED AS LOT 11 IN DEVIN'S ADDITION, EXCEPTING THE SOUTH 41 FEET, TOT THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA T JANICE RUTLEDGE FOR THE SUM OF \$250.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 11 in Devin's Addition, being a subdivision of part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 72, Range 13 West to the City of Ottumwa, Wapello County, Iowa, excepting the South 41 feet thereof, described as follows: Beginning at point 41 feet North of the Southeast Corner of said Lot; thence North to the Northeast Corner thereof on the South line of East Court Street in the City of Ottumwa, Wapello County, Iowa; thence West 44 feet to the Northwest Corner of said lot; thence south to a point 41 feet North of the Southwest Corner of said lot; thence East 44 feet to the place of beginning; and

WHEREAS, pursuant to Resolution No. 84 - 2019 approved, passed and adopted May 7, 2019 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to Janice Rutledge for an offered price of \$250.00; and

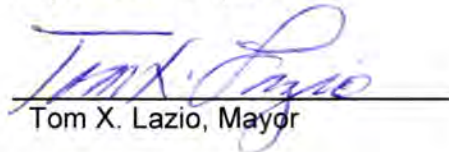
WHEREAS, the buyer owns a house next to the lot and intends to use the vacant lot for additional yard space; and

WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay the cost of publishing the public hearing notice and the recording fees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the offer received from Janice Rutledge in the amount of \$250.00 for the purpose of using the lot for additional yard space, be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 21st day of May 2019.

City of Ottumwa, Iowa


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



FILE
2019 MAY 16 10:31 AM
CITY OF OTTUMWA
Staff Summary
CITY OF OTTUMWA
** ACTION ITEM **

Council Meeting of : May 21, 2019

Planning & Development
Department

Kevin C. Flanagan
Prepared By
Kevin C. Flanagan
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 113-2019, A RESOLUTION ADOPTING AMENDMENT 8 TO THE WESTGATE ECONOMIC DEVELOPMENT URBAN RENEWAL AREA

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 113-2019.

DISCUSSION: This resolution will amend our Westgate URA to include provisions allowing for incentives related to our BVC Hotel project and various public/private initiatives that could be developed resulting from our Build Grant project.

The amendment covers the 20-year TIF rebatement concept for the BVC Hotel, not to exceed \$4 million, as well as the \$500,000 in

Source of Funds:

Budgeted Item: Budget Amendment Needed:

site prep and connectivity costs associated with performing the development and the operations following.

The amendment includes the capacity for \$8 million in incentives for the Market St. parking lot area - related to river walk/park development, public/private mixed-use initiatives (elevation commercial use and upper story housing), infrastructure improvements.

The amendment includes the capacity for \$4.5 million in incentives for the Washington St. parking lot area and in and around the train station related to public/private mixed-use projects, which could include elevation commercial use and upper story housing elements.

May 21, 2019

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Lazio, in the chair, and the following named Council Members:

Roe, Stevens, Streeby, Berg, Dalbey

Absent: None

Vacant: None

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 8 to the West Gate Economic Development Urban Renewal Plan, the Mayor first asked for the report of the Director of Health, Inspections, Solid Waste, and Planning & Development, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that one written recommendations were received from affected taxing entities. The report of the Director of Health, Inspections, Solid Waste, and Planning & Development, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that zero written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 8 to the West Gate Economic Development Urban Renewal Plan and none were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member Dalbey then introduced the following Resolution entitled "RESOLUTION DETERMINING AN AREA OF THE CITY TO BE ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 8 TO THE WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN" and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2019, at this place.

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

AYES: Roe, Stevens, Streeby, Berg, Dalbey

NAYS: None

Whereupon, the City declared the measure duly adopted.

RESOLUTION NO. 113-2019

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 8 TO THE WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN

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

WHEREAS, the Plan has subsequently been amended seven times, lastly by the adoption of Amendment No. 7 to the Plan, adopted by Resolution No. 203-2017, on October 3, 2017; and

WHEREAS, this Urban Renewal Area currently includes and consists of the following property:

ORIGINAL AREA

Being a part of Section 23, 24, 25, 26, T 72 N, R 14 W in the City of Ottumwa, Wapello County, Iowa, and being more particularly described as follows:

Beginning at the center of Sec. 23, T 72 N, R 14 W; Thence South along the North-South center line of Section 23 to the South Right-of-Way line of U.S. Highway 34; Thence West along the South Right-of-Way line of U.S. Highway 34 to the West Right-of-Way line of Wildwood Drive; Thence South along the West Right-of-Way line of Wildwood Drive to the South line of Richmond Avenue; Thence East along the South line of Richmond Avenue to the East line of Carlisle Street; Thence Northeasterly along the East line of Carlisle Street to the South Bank of the South Ottumwa Lagoon; Thence Northwest along the South bank of the Lagoon to the Easterly Right-of-Way line of Wapello Street; Thence Northeasterly along Wapello Street Right-of-Way line to the South line of U.S. Highways 63 and 34; thence West along said Right-of-Way line to the Westerly Right-of-Way line of U.S. Highway 63; Thence Northeasterly along the West line of U.S. Highway 63 to the center line of the Des Moines River Levee; Thence

Northwesterly along the center line of the Levee to the West line of Clay Street; Thence Northeasterly along the West line of Clay Street to the South line of Main Street; Thence Northwest along the South line of Main Street to the Westerly line of Blackhawk Street; Thence along the Northwesterly and North Right-of-Way line of Blackhawk Street to the center of Section 23, T 72 N, R 14 W and the Point of Beginning.

AMENDMENT NO. 1 AREA

Beginning at the center of Sec. 23, T 72 N, R 14 W; thence east and northeasterly along the north right-of-way line of Blackhawk Street to the south line of Main Street; thence southeasterly along the south line of Main Street to the west line of Clay Street; thence southwesterly along the west line of Clay Street to the center line of the Des Moines River Levee; thence southeasterly along the centerline of the levee to the west line of U.S. Highway 63; thence southeasterly along the westerly right-of-way line of U.S. Highway 63 to the south line of U.S. Highways 63 and 34; thence southeasterly along the south line of U.S. Highways 63 and 34 to the easterly right-of-way line of Wapello Street; thence southwesterly along the easterly right-of-way line of Wapello Street to the south bank of the south Ottumwa Lagoon; thence southeast along the south bank of the lagoon to the east line of Carlisle Street; thence southwesterly along the east line of Carlisle Street to the south line of Richmond; thence east along the south line of Richmond Avenue to the west line of Willard Street; thence south long the west line of Willard Street to the south right-of-way line of Vine Street; thence east and northeast along the south and southeasterly right-of-way line of Vine Street to the north right-of-way line of Second Street; thence northwesterly along the north right-of-way line to the easterly right-of-way line of Union Street; thence northeasterly along the right-of-way line of Union Street to the north right-of-way line of Fourth Street; thence northwesterly along said right-of-way line to the westerly right-of-way line of Kitterman Avenue; thence southwesterly along the said right-of-way line to the north right-of-way line of Second Street; thence northwesterly along said right-of-way line to the west corporate line; thence southeasterly and south along the west corporate line to the point of beginning.

AMENDMENT NO. 2 AREA

Commencing at the point of intersection between the center section line of Sec. 27-72-14 and the south right of way line of Highway US 34, thence southerly following the corporate limit line to Finley Avenue, thence easterly to Wildwood Drive, thence northerly to the south property line of residential property 921 Wildwood Drive, thence following the corporate limit line westerly to the southwest corner of said property, thence northerly 435 feet to the northwest corner of residential property 929 Wildwood Drive, thence easterly to the west right of way line of Wildwood, thence northerly to the southeast corner of the Team Dueda property, thence westerly 317.75 feet to the southwest corner of said

property, thence northerly 372.90 to the south right of way line of Highway US 34, thence westerly along said right of way line to the point of beginning.

The area excludes the Team Duea Property and the residential properties at 921 & 929 Wildwood Drive located in Wapello County. Included are the 5 acres west of the Team Duea Property previously annexed this year and the full rights of way of all streets forming the boundary.

Lots 1, 2, 3, 4 and 5 of Vaughn's Second Addition; Lot A (public right-of-way known as Vaughn Drive), and all of the public right-of-way of Quincy Avenue and U.S. Highway No. 34 contiguous to Vaughn's Second Addition.

NOTE: References in the legal description for the Amendment No. 2 Area to the "corporate limit line" refer to the corporate limit line existing in 2002, which is the year Amendment No. 2 to the Plan was adopted and approved.

AMENDMENT NO. 3 AREA

Commencing at the Northwesterly intersection of the Vine Street and Main Street Right of Way lines in the City of Ottumwa, Section 30, Township 72 North, Range 13 West, Wapello County, Iowa, and the Point Of Beginning, thence Easterly along the Northerly Right Of Way line of Main Street, continuing East across U.S. Highway 34 and following the North Right Of Way of Roemer Avenue to the Corporate City Limits; thence South along said Limits to the corner thereof; thence West to the corner thereof; thence South along said Limits through three small offsets to the East and continuing South to Brick Row; thence East along Brick Row to the corner thereof; thence South along said Limits to the Burlington Northern and Santa Fe Railroad; thence Northwesterly along said Railroad to the corner of said Limits; thence South along said Limits to Northerly bank of the Des Moines River; thence Southwesterly and Southerly along said river bank to the existing Corporate Limits; thence West along said Limits to the Easterly Right Of Way of 120th Avenue/Walnut Avenue; thence North along the Easterly Right of Way line of 120th Avenue/Walnut Avenue to the corner of the Corporate Limits, thence West along said limits to the corner thereof; thence Southerly along said limits and the Des Moines River to an extension of the North Right of Way of Mary Street; thence West along said North line and the Corporate Limits to the westerly Right Of Way line of U.S. Highway 63, thence Northwesterly along said Right of Way line to the Northwesterly Right Of Way line of Vine Street, thence Northeasterly along said Right of Way line to the Point Of Beginning.

The urban renewal area includes the full Right of Way of all streets forming the boundary.

AMENDMENT NO. 4 AREA

DELETING the following area from the West Gate Economic Development Urban Renewal Area:

THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 23 LYING SOUTH OF HIGHWAY 34 AND THAT PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, ALL IN TOWNSHIP 72 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID SECTION 23; THENCE N88°47'47"E, 30.00 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND THE EAST RIGHT OF LINE OF WILDWOOD DRIVE TO THE POINT OF BEGINNING; THENCE NORTH ALONG SAID LIMIT LINE TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 34; THENCE 558.99 FEET ALONG SAID RIGHT OF WAY LINE ON A 5558.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N82°42'02"E, 558.75 FEET); THENCE ALONG SAID RIGHT OF WAY S85°09'42"E, 98.40 FEET; THENCE ALONG SAID RIGHT OF WAY N81°11'49"E, 97.72 FEET; THENCE 124.64 FEET ALONG SAID RIGHT OF WAY LINE ON A 5575.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N88°12'39"E, 124.63 FEET); THENCE ALONG SAID RIGHT OF WAY N88°51'04"E, 25.45 FEET; THENCE S00°42'37"W, 44.47 FEET; THENCE S08°18'43"W, 43.41 FEET; THENCE S40°17'00"W, 112.44 FEET; THENCE S30°33'18"W, 67.46 FEET; THENCE S47°58'30"W, 71.07 FEET; THENCE S57°47'54"W, 181.33 FEET; THENCE S49°35'53"W, 243.76 FEET; THENCE S30°18'30"W, 181.95 FEET; THENCE S51°53'28"W, 196.54 FEET; THENCE S83°00'08"W, 153.71 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND EAST RIGHT OF WAY LINE OF WILDWOOD DRIVE, THENCE NORTH ALONG SAID EAST RIGHT OF WAY OF WILDWOOD DRIVE AND CORPORATE LIMIT LINE TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 9.89 ACRES MORE OR LESS.

AMENDMENT NO. 5 AREA

Amendment No. 5 did not add or remove land.

AMENDMENT NO. 6 AREA

Amendment No. 6 did not add or remove land.

AMENDMENT NO. 7 AREA

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 2ND STREET AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MCLEAN STREET; THENCE NORTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH MCLEAN

STREET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST HOLT STREET; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAST HOLT STREET EXTENDED EASTERLY TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST MAPLE AVENUE EXTENDED NORTHWESTERLY; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST MAPLE AVENUE TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 5TH STREET; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH 5TH STREET TO THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WEST 5TH STREET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID WEST 5TH STREET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WAPELLO STREET; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH WAPELLO STREET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 4TH STREET ALSO BEING A COMMON LINE WITH THE AMENDMENT #1 IN THE WEST GATE URBAN RENEWAL PLAN; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 4TH STREET TO THE WESTERLY RIGHT-OF-WAY LINE OF KITTERMAN AVENUE EXTENDED NORTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID KITTERMAN AVENUE TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 2ND STREET; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 2ND STREET TO THE POINT OF BEGINNING. AFORESAID, ALL BEING A COMMON LINE WITH THE AMENDMENT #1 IN THE WEST GATE URBAN RENEWAL PLAN, ALL IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

WHEREAS, a proposed Amendment No. 8 to the Plan ("Amendment No. 8" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm proposed urban renewal projects to be undertaken within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 8 adds no new land to the Area; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 8; and

WHEREAS, by resolution adopted on April 16, 2019, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 8 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 8 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Director of Health, Inspections, Solid Waste, and Planning & Development, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 8 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Ottumwa Courier, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 8, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 8 concerning the area of the City of Ottumwa, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 8 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is expected and with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development and blighted area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 8 to the West Gate Economic Development Urban Renewal Plan of the City of Ottumwa, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 8 to the West Gate Economic Development Urban Renewal Plan for the City of Ottumwa, State of Iowa"; Amendment No. 8 is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 8 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 8 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 8 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Wapello County, Iowa, to be filed and recorded in the manner provided by law.



Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 8, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 21st day of May, 2019.



Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 and attach it to this Resolution.

ATTACH THE AMENDMENT
LABELED AS EXHIBIT 1 HERE

AMENDMENT NO. 8
to the
WEST GATE ECONOMIC DEVELOPMENT
URBAN RENEWAL PLAN
for the
WEST GATE ECONOMIC DEVELOPMENT
URBAN RENEWAL AREA

CITY OF OTTUMWA, IOWA

Adopted – May 1989
Amendment No. 1 – July 1994
Amendment No. 2 – May 2002
Amendment No. 3 – November 2009
Amendment No. 4 – August 2011
Amendment No. 5 – March 2013
Amendment No. 6 – March 2016
Amendment No. 7 – October 2017
Amendment No. 8 – May 2019

AMENDMENT NO. 8
to the
WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN
for the
WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL AREA
CITY OF OTTUMWA, IOWA

INTRODUCTION

The West Gate Economic Development Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the West Gate Economic Development Urban Renewal Area (“Area” or “Urban Renewal Area”) was adopted in 1989 and amended in 1994, 2002, 2009, 2011, 2013, 2016, and 2017.

The Urban Renewal Plan is now being further amended to add and/or confirm proposed urban renewal projects to be undertaken within the Urban Renewal Area by this Amendment No. 8 (“Amendment” or “Amendment No. 8”). This Amendment adds no new land to the Area and has no effect on the duration, designation, or base value of the Plan or the Area.

Except as modified by this Amendment, the provisions of the original Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan.

DEVELOPMENT PLAN/ZONING

The City has a general plan for the physical development of the City as a whole outlined in The Ottumwa Plan, adopted by the City in September 2001 and updated in 2014. The Urban Renewal Plan, as amended, and the projects described in this Amendment No. 8, are in conformity with the goals, objectives, and overall policies identified in The Ottumwa Plan.

This Urban Renewal Plan, as amended, does not in any way replace the City’s current land use planning or zoning regulation process.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, is set forth in this Plan, as amended. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment, and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 8)

Although certain project activities may occur over a period of years, the Eligible Urban Renewal Projects under this Amendment include:

1. Development Agreements

A. *Agreement with Chrisbro 5, LLC and Chrisbro Hospitality.* The City expects to enter into a development agreement with Chrisbro 5, LLC (“Developer”) and Chrisbro Hospitality (“Operator”), to provide incentives for the development of a hotel with a connection to the existing Convention Center and on-site parking. Construction for this project is expected to be completed in 2020. As part of the terms of the development agreement, the Developer would agree to a minimum assessed value for the completed hotel and the Operator would agree to create or retain jobs therein. Pursuant to the terms and conditions of the development agreement, the City would, inter alia: (a) lease the property on which the hotel will be constructed to the Developer for 99 years; (b) make Economic Development Grants of up to \$4,000,000 to the Developer and comprised of 100% of the tax increment created by the construction of the hotel for up to 20 years; (c) move a sanitary sewer line that currently crosses the construction site at an estimated cost of \$125,000; (d) reimburse certain site improvement costs of up to \$500,000 from monies in the Community Development Fund; and (e) cause the construction of off-site parking with costs estimated at not to exceed \$1,100,000. The total cost of the incentives described above is approximately \$5,725,000. This Amendment summary does not contain all of the terms and conditions to be included in the detailed development agreement.

B. *Market Street Mixed-Use and River Walk Agreement.* The City expects to enter into a development agreement with a Developer to provide incentives for the development of a mixed-use development including approximately 65 housing units, commercial improvements, and park and river walk amenities to be completed in a multi-phase project. The City may support the project through the construction of, or the provision of incentives towards, public infrastructure, or provide other incentives such as tax increment rebates, in order to encourage economic development on current grayfield sites and blight remediation in the area. Construction for this project is expected to be completed between 2020-2022. As part of the terms of the development agreement, the Developer would agree to a minimum assessed value for the completed improvements on the property. Total incentives are not expected to exceed \$8 million. This Amendment summary does not contain all of the terms and conditions to be included in the detailed development agreement.

C. *Washington Street Mixed Use Agreement.* The City expects to enter into a development agreement with a Developer to provide incentives for the development of a mixed-use development including approximately 35 housing units, commercial development, and park and river walk amenities to be completed in a multi-phase project. The City may support the project through the construction of, or the provision of

incentives towards, public infrastructure, or provide other incentives such as tax increment rebates, in order to encourage economic development on current grayfield sites and blight remediation in the area. Construction for this project is expected to be completed between 2020-2022. As part of the terms of this development agreement, developer would agree to a minimum assessed value from the completed improvements on the property. Total incentives are not expected to exceed \$4.5 million. This Amendment summary does not contain all of the terms and conditions to be included in the detailed development agreement.

D. Development Agreements: The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$16,000,000.

2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$100,000

FINANCIAL DATA

1.	July 1, 2018 constitutional debt limit:	\$49,915,087
2.	Current outstanding general obligation debt:	\$25,680,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 8) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$34,325,000 This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

EFFECTIVE PERIOD

This Amendment No. 8 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council. The use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the *Code of Iowa*. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

This Urban Renewal Area, and all subareas therein, has been designated as being appropriate for both blight remediation and economic development activities. Because Iowa Code section 403.17(10) provides that the 20-year limitation on the division of revenues applies only to economic development area with no part containing slum or blighted conditions, and because the Urban Renewal Area, as amended, contains parts that are blighted, the Area is not subject to the 20-year limitation set forth in section 403.17(10). Therefore, notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the division of revenue in the Urban Renewal Area, as amended, has no sunset.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan or this Amendment not determined to be invalid or unconstitutional.

01570992-1\10981-137

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 _____ day of _____, 2019.

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

2019 APR 17 PM 4:24

CITY OF OTTUMWA

Staff Summary

CITY OF OTTUMWA

**** ACTION ITEM ****

Council Meeting of : May 21, 2019

Jody Gates

Prepared By

Kevin C Flanagan *KCF*

Department Head

Health & Inspections

Department

City Administrator Approval

AGENDA TITLE: Resolution No. 86 - 2019, a resolution establishing fees for rental housing permits and inspections in the City of Ottumwa, Iowa and rescinding Resolution No. 214 - 2017

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. 86 - 2019

DISCUSSION: Propose increasing rental inspection fees from \$30.00 per unit per year to \$50 per year for units one and two and \$40 per year for all units 3 and over in the same building. Inspections will continue to be performed once every three years. This proposed change was presented at a Landlord's meeting and if approved will become effective with the January 1, 2020 billing.

Source of Funds: 001-340-4154

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 86 - 2019

A RESOLUTION ESTABLISHING FEES FOR RENTAL HOUSING PERMITS AND INSPECTIONS IN THE CITY OF OTTUMWA, IOWA AND RESCINDING RESOLUTION NO. 214 - 2017

WHEREAS, the Municipal Code of the City of Ottumwa, Iowa provides for the registration, inspection and issuing of permits for rental housing and the attendant fees to be established by resolution of the City Council.

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

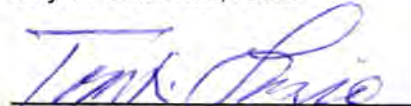
The rental housing permits and inspection fees shall be as follows from January 1, 2020 – December 31, 2020 and will then increase annually by the previous year's twelve month total of all items of the consumer price index rounded to the nearest dollar.

1. \$50.00 per rental unit per year for single family and duplexes
2. Multi-family dwellings - \$50.00 per rental unit per year for units one and two and \$40.00 per unit per year for the remaining units in the building.
2. \$50.00 per rental unit when violations are not corrected upon a second re-inspection.
3. \$50.00 per rental unit when violations are not corrected upon a third or subsequent re-inspection.
3. \$50.00 per occurrence when an owner or responsible person fails to be present for a scheduled inspection. Failure to notify tenants of a scheduled inspection will generate this fee also.
4. \$50.00 per rental unit per occurrence for additional inspections.

The change in fees will not be greater than the total of 12 months of the CPI all items nor less than zero.

Approved, passed and adopted, this 21 day of May 2019

City of Ottumwa, Iowa


Tom X. Lazio, Mayor

Attest:


Christina Reinhard, City Clerk



# Rentals as of December 2018	1-2 Units	Over 2 Units	Rental Fee 2019	Total Rental Revenue 2019
2,890	1,741	1,149	\$30.00	\$86,700
Proposed Fee Change 2020				
			1,741 \$50.00 for units 1 and 2	\$87,050
			1,149 \$40 for units 3 and over	\$49,200
			Total Rental Revenue 2020	\$136,250
			Increase Rental Revenue	\$49,550

City	Rental Fee	City	Rental Fee
Ottumwa	\$30 per year	Altoona	SFD = \$105 - 3 years Duplex = \$125 - 3years Multi = \$118 + 22 per unit - 2 years
West Des Moines	SFD = \$68 every 2 years Multi = \$68 + \$20 each additional unit every 2 years 1st reinspection - no charge Additional reinspections \$68 per trip plus \$34 for each specific correction list item not corrected	Windsor Heights	\$150 + \$30 per unit every 2 years 1st reinspection = \$50 2nd reinspection = \$70 3rd reinspection = \$120 4th reinspection = \$500
Urbandale	SFD = \$60 every 2 years Multi = \$60 + \$20 each additional unit - every year, except owners may perform a self - check one year and then there is no fee	Ames	Duplex = \$24.94 per unit yearly 3-6 units = \$24.53 per unit yearly 7-20 units = \$23.75 per unit yearly 20+ units = \$21.68 per unit yearly
Iowa City	Structure = \$165 every 2 years Multi = \$165 + \$17 per unit every 2 years Rooms \$165 + \$9 per bedroom every 2 years Rechecks after the first one are \$60	Marshalltown	SFD = \$33 yearly 2nd Unit = \$29.75 yearly 3-12 units = (10 x \$23.75) \$237.50 yearly all additional units over 12 = \$17.00 yearly Registration fee = \$50 Unregistered rental fee = \$500
Burlington	SFD= \$135 every 5 years Duplex = \$170 every 5 years Multi = \$170 + \$35 unit every 3 years	Mason City	\$20 per landlord annual license fee SFD = \$60 every 5 years Duplex = \$70 every 5 years 3 + units \$80 per building plus \$17 per unit every 5 years

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 21, 2019

Health & Inspections
Department

Jody Gates

Prepared By

Kevin C Flanagan *KCF*

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 105 - 2019, a resolution establishing fees for building permits in the City of Ottumwa, Iowa and rescinding Resolution No. 177 - 2016

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. 105 - 2019

DISCUSSION: This resolution establishes building permit fees through December 31, 2025 and adopts newer building valuations than are currently in place.

Source of Funds: 001-3-341-6499

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 105 - 2019

A RESOLUTION ESTABLISHING FEES FOR BUILDING PERMITS IN THE CITY OF OTTUMWA, IOWA AND RESCINDING RESOLUTION NO. 177 - 2016

WHEREAS, the Municipal Code of the City of Ottumwa, Iowa provides for the issuance of building permits with the fee therefore to be established by resolution of the City Council.

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

The permit fees shall be as listed in the Building Permit Fee Table dated 5-21-2019 and based upon the following:

May 21-2019 – December 31, 2020 – Building Valuation determined by the Building Valuation Data from the August 5, 2005 International Code Council

January 1, 2021 – December 31, 2022 – Building Valuation determined by the Building Valuation Data from January – February 2008 International Code Council

January 1, 2023 – December 31, 2025 – Building Valuation determined by the Building Valuation Data from August 2011 International Code Council

For all years commercial plan review fees shall be the building permit fee plus 65% of the permit fee and will be charged for projects covered by the IBC.

The regional cost modifier for Ottumwa is .80

Sign permits fees shall be as follows:

Roof signs, freestanding pole signs or ground signs	\$100.00
All other signs, except temporary signs	\$50.00
Temporary signs	\$25.00

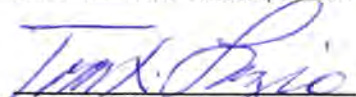
Other inspections and fees: Inspections outside of normal business hours (2 hour minimum), inspections for which no fee is specifically indicated (half hour minimum) and additional plan reviews required by changes, additions or revisions to approved plans will be charged at \$50.00 per hour or the total hourly cost to the jurisdiction, whichever is greatest. This cost will include supervision, overhead, equipment, and benefit hour wages of the employees involved.

Work begun without a permit shall be subject to an investigation fee equal to the amount of the building permit fee and shall be paid in addition to the building permit fee.

Remodeling projects with a valuation of \$50,000 or less on City owned buildings shall be exempt from the payment of building permit fees but the projects shall still require the issuance of building permits and inspections as determined by Building Code.

APPROVED, PASSED AND ADOPTED this 21st day of May 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



Building Permit Fee Table

Total Valuation	FEE
Up to \$500	\$30.00
\$501 to \$1,000	\$40.00
\$1,001 to \$2,000	\$55.00
\$2,001 to \$3,000	\$60.00
\$3,001 to \$4,000	\$65.00
\$4,001 to \$5,000	\$70.00
\$5,001 to \$10,000	\$70.00 for the first \$5,000 plus \$6.00 for Each additional \$1,000 or fraction thereof up to and including \$10,000
\$10,001 to \$25,000	\$100.00 for the first \$10,000 plus \$5.35 for each additional \$1,000 or fraction thereof up to and including \$25,000
\$25,001 to \$50,000	\$180.25 for first \$25,000 plus \$12.79 for each additional \$1,000 or fraction thereof up to and including \$50,000
\$50,001 to \$100,000	\$500.00 for the first \$50,000 plus \$7.00 for each additional \$1,000 or fraction thereof up to and including \$100,000
\$100,001 to \$500,000	\$850.00 for the first \$100,000 plus \$4.00 for each additional \$1,000 or fraction thereof up to and including \$500,000
\$500,001 to \$1,000,000	\$2,450.00 for the first \$500,000 plus \$3.40 for each additional \$1,000 or fraction thereof up to and including \$1,000,000
\$1,000,001 or greater	\$4,150.00 for the first \$1,000,000 plus \$2.25 for each additional \$1,000 or fraction thereof
Commercial Projects	Add 65% of the building permit fee for plan review fee

BUILDING VALUATION DATA

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. As indicated in the August 2005 issue of the Building Safety Journal, ICC will now publish one data sheet in the effort to move toward complete consolidation and provide the most efficient set of information for jurisdictions to use.

The resulting BVD table was compiled by ICC using the Marshall Valuation Service as published by the Marshall and Swift Publication Company, Los Angeles, California. ICC has developed this data to aid jurisdictions in determining permit fees.

The building valuation data in Table 1 represent average valuations for most buildings. In conjunction with IBC Section 108.3, this data is offered as an aid for the building official for determining if the permit valuation is underestimated. Again it should be noted when using this data that these are "average costs based on typical construction methods for each occupancy group and type of construction. The average costs include structural, electrical, plumbing, mechanical, interior finish, normal site preparation, architectural and design fees, overhead, and profit. The data represent a national average and must be modified using the appropriate regional cost modifier:

Table 1. Square Foot Construction Costs ^{a,b,c,d,e}

Group	(2003 International Building Code)	Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	178.44	172.70	168.68	161.74	150.39	149.60	156.63	139.34	134.32
	Assembly, theaters, without stage	164.68	158.84	154.82	147.88	136.54	135.75	142.78	125.49	120.47
A-2	Assembly, nightclubs	135.25	131.06	127.75	122.77	113.99	113.69	118.50	104.78	101.25
A-2	Assembly, restaurants, bars, banquet halls	134.25	130.06	125.75	121.77	111.99	112.69	117.50	102.78	100.25
A-3	Assembly, churches	165.34	159.60	155.57	149.63	137.27	136.48	143.53	126.22	121.20
A-3	Assembly, general, community halls libraries, museums	136.88	131.14	126.12	120.18	107.80	108.01	115.07	96.75	92.73
A-4	Assembly, arenas	134.25	130.06	125.75	121.77	111.99	112.69	117.50	102.78	100.25
B	Business	137.58	132.60	128.38	122.37	109.57	108.89	117.69	97.85	94.08
E	Educational	146.24	141.28	137.23	131.12	121.00	118.13	126.83	108.07	103.96
F-1	Factory and Industrial, moderate hazard	83.52	79.68	75.00	72.65	62.84	63.84	69.68	53.59	50.83
F-2	Factory and Industrial, low hazard	82.52	78.68	75.00	71.65	62.84	62.84	68.68	53.59	49.83
H-1	High Hazard, explosives	78.36	74.52	70.84	67.49	58.85	58.85	64.52	49.60	N.P.
H234	High Hazard	78.36	74.52	70.84	67.49	58.85	58.85	64.52	49.60	45.84
H-5	HPM	137.58	132.60	128.38	122.37	109.57	108.89	117.69	97.85	94.08
I-1	Institutional, supervised environment	135.63	131.01	127.53	122.39	112.35	112.31	121.55	103.36	99.26
I-2	Institutional, incapacitated	228.99	224.01	219.78	213.78	200.51	N.P.	209.10	188.79	N.P.
I-3	Institutional, restrained	156.30	151.32	147.09	141.09	129.52	127.84	136.41	117.80	112.03
I-4	Institutional, day care facilities	135.63	131.01	127.53	122.39	112.35	112.31	121.55	103.36	99.26
M	Mercantile	100.71	96.53	92.21	88.24	78.98	79.68	83.97	69.77	67.24
R-1	Residential hotels	135.99	131.37	127.89	122.75	112.80	112.76	122.00	103.81	99.71
R-2	Residential, multiple family	114.10	109.48	106.00	100.86	91.02	90.98	100.22	82.03	77.93
R-3	Residential, one- and two-family	109.41	106.41	103.79	100.93	96.29	96.06	99.22	91.74	86.37
R-4	Residential, care/assisted living facilities	135.63	131.01	127.53	122.39	112.35	112.31	121.55	103.36	99.26
S-1	Storage, moderate hazard	77.36	73.52	68.84	66.49	56.85	57.85	63.52	47.60	44.84
S-2	Storage, low hazard	76.36	72.52	68.84	65.49	56.85	56.85	62.52	47.60	43.84
U	Utility, miscellaneous	58.94	55.73	52.42	49.80	43.19	43.19	47.00	35.51	33.81

- a. Deduct 20% for shell-only buildings
- b. Deduct 80% for first-time tenant in shell-only buildings

- c. Private Garages use Utility, miscellaneous
- d. Unfinished basements (all use group) = \$15.00 per sq. ft.
- e. N.P. = not permitted

Table 2. Modified Values
multiply dollar amount by sq. ft. (do not apply regional modifier)

Single Family Residence (heated)	77.73	Residential Roof Conversions	17.50
Garages & Sheds	30.43	Residential Additions	55.00
Carports & Porches	19.44	Residential Additions with Plumbing	60.00
Foundation Only	16.19		

Building Valuation Data (continued)

accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.

- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period

(1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).

- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from site and foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs^{a, b, c, d}

Group	(2006 International Building Code)	Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	196.11	189.78	185.37	177.60	167.20	162.27	171.92	152.56	146.94
	Assembly, theaters, without stage	177.62	171.29	166.88	159.10	148.75	143.82	153.43	134.10	128.49
A-2	Assembly, nightclubs	149.94	145.74	142.04	136.49	128.53	124.91	131.71	116.50	112.58
A-2	Assembly, restaurants, bars, banquet halls	148.94	144.74	140.04	135.49	126.53	123.91	130.71	114.50	111.58
A-3	Assembly, churches	180.72	174.39	169.98	162.21	151.82	146.89	156.54	137.18	131.57
A-3	Assembly, general, community halls, libraries, museums	152.81	146.48	141.07	134.30	122.33	118.97	128.63	108.26	103.65
A-4	Assembly, arenas	176.62	170.29	164.88	156.10	146.75	142.82	152.43	132.10	127.49
B	Business	154.16	148.70	144.00	137.27	125.07	120.41	131.97	109.81	105.37
E	Educational	166.52	160.91	156.34	149.52	140.14	132.98	144.59	123.34	118.89
F-1	Factory and industrial, moderate hazard	92.68	88.42	83.70	80.93	72.45	69.29	77.68	59.67	56.50
F-2	Factory and industrial, low hazard	91.68	87.42	83.70	79.93	72.45	68.29	76.68	59.67	55.50
H-1	High Hazard, explosives	86.84	82.58	78.86	75.09	67.79	63.63	71.84	55.02	N.P.
H234	High Hazard	86.84	82.58	78.86	75.09	67.79	63.63	71.84	55.02	50.85
H-5	HPM	154.16	148.70	144.00	137.27	125.07	120.41	131.97	109.81	105.37
I-1	Institutional, supervised environment	152.30	147.08	143.14	137.34	128.24	124.73	138.61	116.09	111.54
I-2	Institutional, hospitals	256.26	250.80	246.11	239.38	226.55	N.P.	234.08	211.31	N.P.
I-2	Institutional, nursing homes	179.18	173.72	169.02	162.30	150.51	N.P.	157.00	135.27	N.P.
I-3	Institutional, restrained	174.99	169.52	164.83	158.10	147.16	141.52	152.80	131.92	125.48
I-4	Institutional, day care facilities	152.30	147.08	143.14	137.34	128.24	124.73	138.61	116.09	111.54
M	Mercantile	111.44	107.24	102.53	97.99	89.62	87.00	93.21	77.59	74.67
R-1	Residential, hotels	154.24	149.02	145.08	139.28	129.95	126.44	140.32	117.80	113.25
R-2	Residential, multiple family	129.33	124.11	120.17	114.37	105.16	101.65	115.53	93.01	88.46
R-3	Residential, one- and two-family	122.11	118.76	115.86	112.68	108.62	105.77	110.77	101.74	95.91
R-4	Residential, care/assisted living facilities	152.30	147.08	143.14	137.34	128.24	124.73	138.61	116.09	111.54
S-1	Storage, moderate hazard	85.84	81.58	76.86	74.09	65.79	62.63	70.84	53.02	49.85
S-2	Storage, low hazard	84.84	80.58	76.86	73.09	65.79	61.63	69.84	53.02	48.85
U	Utility, miscellaneous	65.15	61.60	57.92	55.03	49.70	46.33	51.94	39.23	37.34

- a. Private Garages use Utility, miscellaneous
 b. Unfinished basements (all use group) = \$15.00 per sq. ft.
 c. For shell only buildings deduct 20 percent.
 d. N.P. = not permitted

Electronic files of the latest Building Valuation Data can be downloaded from the Code Council website at www.iccsafe.org/cs/techservices

Building Valuation Data

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated and printed at six-month intervals, with the next update in August. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the "average" construction costs per sq. ft., which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 108.2 of the 2006 *International Building Code*® (IBC®) whereas Section 108.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 108.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy

group and type of construction. The average costs include structural, electrical, plumbing, mechanical, interior finish and normal site preparation. The data is a national average and does not take into account any regional cost differences. To this end, the table containing the regional cost modifiers was last printed in the October 2003 issue and has been discontinued.

PERMIT FEE MULTIPLIER

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

PERMIT FEE

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB Area: 1st story = 8,000 sq. ft.
Height: 2 stories 2nd story = 8,000 sq. ft.
Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$137.27/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$137.27/sq. ft x 0.0075 = \$16,472

Important Points

- In most cases the BVD does not apply to additions, alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

2011

Square Foot Construction Costs ^{a, b, c, d}

Group (2009 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	213.26	206.02	200.72	191.95	180.03	175.03	185.14	164.60	157.61
A-1 Assembly, theaters, without stage	195.09	187.85	182.55	173.78	161.91	156.91	166.97	146.48	139.49
A-2 Assembly, nightclubs	164.78	160.08	155.65	149.42	140.29	136.53	143.89	127.27	122.52
A-2 Assembly, restaurants, bars, banquet halls	163.78	159.08	153.65	148.42	138.29	135.53	142.89	125.27	121.52
A-3 Assembly, churches	197.06	189.82	184.52	175.75	163.84	158.84	168.94	148.41	141.42
A-3 Assembly, general, community halls, libraries, museums	165.45	158.21	151.91	144.14	131.22	127.22	137.33	115.79	109.80
A-4 Assembly, arenas	194.09	186.85	180.55	172.78	159.91	155.91	165.97	144.48	138.49
B Business	166.35	160.31	154.97	147.38	133.73	128.86	141.26	117.56	112.00
E Educational	176.39	170.31	165.24	157.71	146.90	139.05	152.20	127.81	123.47
F-1 Factory and industrial, moderate hazard	98.83	94.20	88.53	85.28	76.18	72.96	81.58	62.78	59.05
F-2 Factory and industrial, low hazard	97.83	93.20	88.53	84.28	76.18	71.96	80.58	62.78	58.05
H-1 High Hazard, explosives	92.63	88.00	83.32	79.08	71.17	66.94	75.38	57.76	N.P.
H234 High Hazard	92.63	88.00	83.32	79.08	71.17	66.94	75.38	57.76	53.03
H-5 HPM	166.35	160.31	154.97	147.38	133.73	128.86	141.26	117.56	112.00
I-1 Institutional, supervised environment	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
I-2 Institutional, hospitals	279.74	273.70	268.36	260.77	246.24	N.P.	254.66	230.07	N.P.
I-2 Institutional, nursing homes	194.86	188.82	183.48	175.89	162.52	N.P.	169.77	146.35	N.P.
I-3 Institutional, restrained	189.53	183.49	178.15	170.56	158.15	152.28	164.45	141.98	134.42
I-4 Institutional, day care facilities	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
M Mercantile	122.74	118.04	112.61	107.38	97.91	95.15	101.85	84.88	81.13
R-1 Residential, hotels	167.86	162.02	157.54	150.77	138.75	135.13	147.15	124.65	120.28
R-2 Residential, multiple family	140.76	134.93	130.44	123.67	112.32	108.70	120.72	98.22	93.85
R-3 Residential, one- and two-family	132.48	128.87	125.59	122.47	117.59	114.66	118.59	109.86	102.91
R-4 Residential, care/assisted living facilities	166.45	160.61	156.13	149.36	137.18	133.55	145.57	123.08	118.71
S-1 Storage, moderate hazard	91.63	87.00	81.32	78.08	69.17	65.94	74.38	55.76	52.03
S-2 Storage, low hazard	90.63	86.00	81.32	77.08	69.17	64.94	73.38	55.76	51.03
U Utility, miscellaneous	69.66	65.79	61.57	58.14	52.18	48.79	55.35	40.81	38.65

- Private Garages use Utility, miscellaneous
- Unfinished basements (all use group) = \$15.00 per sq. ft.
- For shell only buildings deduct 20 percent
- N.P. = not permitted



Building Valuation Data – August 2011

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The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2009 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

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The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and

does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB
 Area: 1st story = 8,000 sq. ft.
 2nd story = 8,000 sq. ft.
 Height: 2 stories
 Permit Fee Multiplier = 0.0075
 Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$147.38/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$147.38/sq. ft x 0.0075
= \$17,686

FILE

2019 MAY 13 PM 10:10
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 21, 2019

Jody Gates

Prepared By

Kevin C Flanagan

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: Resolution No. 107 - 2019, a resolution establishing fees for Planning and Development services in the City of Ottumwa, Iowa and rescinding Resolution No. 94 - 2016

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. 107 - 2019

DISCUSSION: This resolution increases the Planning and Development service and permit fees. The fees were last adjusted in 2016.

Source of Funds: 001-3-341-6499

Budgeted Item:

Budget Amendment Needed:

Resolution No. 107 – 2019

A RESOLUTION ESTABLISHING FEES FOR PLANNING AND DEVELOPMENT SERVICES IN THE CITY OF OTTUMWA, IOWA AND RESCINDING RESOLUTION NO. 94 – 2016

WHEREAS, the Municipal Code of the City of Ottumwa, Iowa provides for the charging of fees for a number of services provided by the Planning and Development Department with the fees therefore to be established by resolution of the City Council.


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

The fees shall be as follows:

Preliminary Plat:	\$200
Final Plat:	\$100
Rezoning Apps	\$300
Conditional Use Permits	\$200
Site Plans	\$100
Variances	\$150
Fence Permits	\$35

APPROVED, PASSED AND ADOPTED this 21st day of May 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:




Christina Reinhard, City Clerk

CITY OF OTTUMWA

2019 MAY 16 PM 1:08

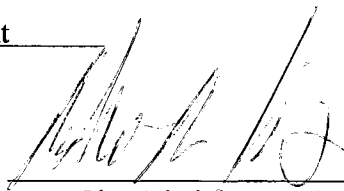
Staff Summary

**** ACTION ITEM ****

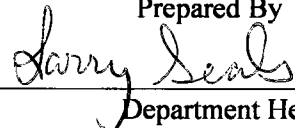
CITY CLERK
OTTUMWA, IA

Council Meeting of: May 21, 2019

Engineering Department
Department



City Administrator Approval

Alicia Bankson
Prepared By

Department Head

AGENDA TITLE: Resolution #119-2019. Approving the Professional Services Agreement between Garden & Associates, Ltd and the City of Ottumwa for the Ottumwa Main Street Project (Downtown Streetscape).

RECOMMENDATION: Pass and adopt Resolution #119-2019.

DISCUSSION: Garden & Associates, Ltd's will be performing construction observation, limited construction administration and construction survey and staking services. Work hours are estimated and based on an average forty hours/week for construction observation, five hours/week (average) for construction administration/oversight, and construction staking services as needed for two thirty-week construction seasons (2019 & 2020)

Reimbursable expenses will be billed at the attached rate. Total estimated fee is \$300,000.

Garden & Associates, Ltd's standard rate schedule is attached and will be adjusted in March 2020.

Billed expenses will be divided between the funding sources allocated.

Budgeted

CDBG Storm Water Management	\$ 800,000.00
IDALS Water Quality Initiative	\$ 55,000.00
City of Ottumwa	\$ 2,670,000.00
ORLF	\$ 1,946,236.00
OWW	\$ 600,000.00

Total allocated \$ 6,071,236.00

Source of Funds: Budgeted Item: Yes Budget Amendment Needed: No

Bid Amount:	\$ 5,096,359.30
Construction Survey	\$ 30,000.00
Construction Observation	\$ 270,000.00
Construction Engineering Genus	\$ 100,000.00
AEA Grant Administration	\$ 50,000.00
Total	\$ 5,546,359.30
8% Construction Contingency	\$ 407,708.74
Total	\$ 5,954,068.04
Gas Service relocate	\$ 79,500.00
Total	\$ 6,033,568.04

Source of Funds:

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #119-2019

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN GARDEN & ASSOCIATES, LTD AND THE CITY OF OTTUMWA FOR THE
OTTUMWA MAIN STREET PROJECT (DOWNTOWN STREETScape)

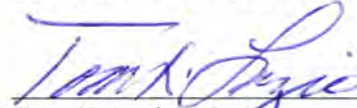
WHEREAS, Garden & Associates, Ltd's scope of work will include construction observation, construction administration/oversight, and construction staking services as needed for two thirty-week construction seasons (2019 & 2020); and,

WHEREAS, Total contract amount is \$300,000.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Professional Services Agreement between Garden & Associates, LTD and the City of Ottumwa for the Ottumwa Main Street Project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21st day of May, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



PROFESSIONAL SERVICES AGREEMENT

This agreement made between the City of Ottumwa
the CLIENT, and GARDEN & ASSOCIATES, LTD., the CONSULTANT, for services
concerning the following PROJECT:

Ottumwa Main Street Reconstruction

GARDEN & ASSOCIATES, LTD. agrees to perform the following professional services in
connection with the PROJECT:

Forty hours/week (average) of construction observation, five hours/week (average) of construction
administration/oversight, and construction staking services as needed for two thirty-week
construction seasons (2019 & 2020).

The CLIENT hereby agrees to provide the following services in connection with the PROJECT:

The CLIENT agrees to compensate the CONSULTANT for services rendered under this
agreement on the following basis:

Standard hourly rates plus reimbursable expenses with an Estimated Fee of \$300,000; current
G&A standard rate schedule is attached (annual adjustment will be made in March 2020).

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED
HERETO.

This agreement represents the entire and integrated agreement between the CLIENT and the
CONSULTANT and supersedes all prior negotiations, representations or agreements, either
written or oral. This agreement may be amended only by written instrument signed by both the
CLIENT and the CONSULTANT.

Tom X. Lopez, Mayor
CLIENT

5/21/2019
DATE

Brenda White
GARDEN & ASSOCIATES, LTD.

5/9/19
DATE

**ATTACHMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
GENERAL CONDITIONS**

Reference Conditions: Garden & Associates, Ltd. will hereinafter be referenced as G&A and the above referenced CLIENT will be referred to as CLIENT. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Change Order: The term "Change Order" as used herein is a written order to G&A and signed by G&A and CLIENT, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereto shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at G&A's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, G&A may, without waiving any claim or right against the CLIENT and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of G&A. In the event legal action is required to enforce the payment terms of this agreement, G&A shall be entitled to collect from the CLIENT any judgment or settlement sums due plus reasonable attorney's fees, court costs and other expenses incurred by G&A for such collection action.

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Compliance with Law: In the performance of all services to be provided hereunder, G&A and CLIENT agree to comply with all applicable federal, state, and local laws and ordinances and all lawful order, rules, and regulations of any constituted authority.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Iowa.

Standard of Care: Services performed by G&A under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty of guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

Professional Liability: To the maximum extent permitted by law, the CLIENT agrees to limit G&A's liability for the CLIENT's damages to the sum of \$50,000.00 or G&A's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Indemnification: The CLIENT shall indemnify and hold harmless G&A and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except G&A). G&A shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of G&A or anyone directly or indirectly employed by G&A (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and G&A, then the responsibility shall lie between the CLIENT and G&A in proportion to their

contribution of negligence. In no case shall G&A's liability exceed the limit of liability established under the Professional Liability Section of this contract, and in no event shall liability exist for any lost profits or loss of use.

Terms: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the Agreement until the date of completion of the services or either party becomes insolvent, make an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate the Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, CLIENT shall pay and reimburse G&A for services rendered and costs incurred by G&A prior to the effective date of termination. The indemnification of G&A by CLIENT wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Without Representation or Warranty: G&A makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. G&A assumes no responsibility with respect to CLIENT'S use thereof.

Applicability: These General Condition, being part of an Agreement for Surveying Services between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges and reimbursable expenses for services and costs incurred by G&A, they shall be based on the annually adopted Standard Rate Schedule of G&A for the period from March 1st through February 28th of each year. The Standard Rate Schedule will annually be subject to change each March 1st of each year.

Enforcement: In the event Client should fail to perform any obligation hereunder, Client agrees to pay all costs of enforcement, including G&A's reasonable attorney's fees and court costs. The parties further agree that in the event of litigation thereon, that the District Court of Mahaska County shall have exclusive jurisdiction, unless waived in writing by G&A.

**GARDEN & ASSOCIATES, LTD.
2019 RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 145.00
Project Manager	\$ 140.00
Engineer 1	\$ 128.00
Engineer 2	\$ 117.00
Engineer 3	\$ 108.00
Engineer 4	\$ 100.00
Engineer 5	\$ 93.00
Surveyor 1	\$ 118.00
Surveyor 2	\$ 114.00
Surveyor 3	\$ 96.00
Technician 1	\$ 105.00
Technician 2	\$ 92.00
Technician 3	\$ 87.00
Technician 4	\$ 81.00
Technician 5	\$ 71.00
Technician 6	\$ 57.00

REIMBURSABLE EXPENSES

Mileage, Per Mile	\$ 0.58
Printing, Per Square Foot	\$ 0.25
Printing - Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.25
Copying - Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 45.00
Robotic Total Station Equipment, Per Hour	\$ 45.00
ATV GPS Mapping, Per Hour	\$ 120.00
Laser Scanning, Per Hour	\$ 150.00
GIS, Mapping Equipment, Per Hour	\$ 10.00

OTHER REIMBURSABLE EXPENSES

- 1 Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
- 2 All other direct expenses will be invoiced at cost.

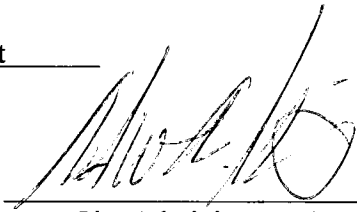
ADJUSTMENTS TO FEE SCHEDULE

- 1 Rate Schedule effective March 1, 2019 through February 28, 2020. The Rate Schedule shall be subject to change each March 1st of each year.

CITY OF OTTUMWA
Staff Summary
**** ACTION ITEM ****

FILED
2019 MAY 16 PM 1:08
CITY OF OTTUMWA

Council Meeting of: May 21, 2019

<u>Engineering Department</u> Department	 City Administrator Approval	<u>Alicia Bankson</u> Prepared By <u>Larry Seals <i>LBS</i></u> Department Head
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AGENDA TITLE: Resolution #120-2019. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2019 RFP #4 Montagne Lane Concrete.

**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 #120-2019.

DISCUSSION: McClure & Co. Concrete of Ottumwa, Iowa was awarded the contract for the 2019 RFP #4 Montagne Lane Concrete project on March 5, 2019 in the amount of \$6,110.00.

Change Order #1 increased the contract amount by \$313.02 for quantity adjustments. The new contract amount is \$6,423.02.

The contractor has completed the above referenced work according to the request for proposals. This will authorize approval of Change Order #1, release all retainage, and final payment.

Original Contract Amount	\$ 6,110.00
Change Order #1	\$ 313.02
New Contract Sum	\$ 6,423.02
Less Previous Payments	<u>\$ 5,804.50</u>
Final Amount Due	\$ 618.52

Source of Funds: Road Use

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION #120-2019
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST
FOR THE 2019 RFP #4 MONTAGNE LANE CONCRETE

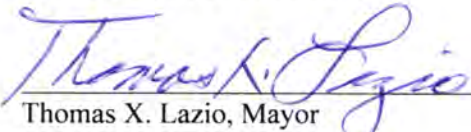
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on March 5, 2019 with McClure & Co. Concrete of Floris, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$313.02. The total new contract sum is \$6,423.02. The project is now completed in accordance with the contract.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved. The Montagne Lane Concrete (RFP #4-2019) is hereby accepted as complete, and authorization to make final payment to McClure & Co. Concrete of Floris, Iowa in the amount of \$618.52 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21st day of May, 2019.

CITY OF OTTUMWA, IOWA



Thomas X. Lazio, Mayor

ATTEST:




Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: 2019 RFP #4 Montagne Lane street patch

To Contractor: Mc Clure Concrete

Change Order Number: 1

The Contract is changed as follows:

DATE 5-15-19

Line Item Quantity Adjustment 3.33SY @ \$94.00 SY

\$313.02
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

Total: \$313.02

Base bid amount \$6,110.00

NEW PROJECT TOTAL \$6,423.02

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$6,110.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$6,110.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$313.02</u>
The new Contract Sum including this change order	<u>\$6,423.02</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.

Larry Seals
ENGINEER
DIRECTOR OF PUBLIC WORKS

5-16-19
DATE

Mc Clure Concrete
CONTRACTOR

5-16-19
DATE

Greg McClure
BY

Owner
TITLE

FILED

2019 MAY 16
CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 21, 2019

Tony Miller 

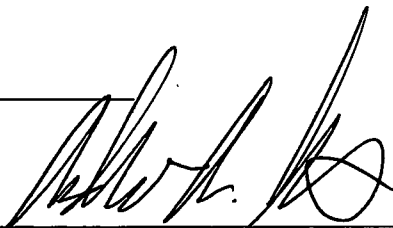
Prepared By

Tony Miller

Department Head

Fire

Department



City Administrator Approval

AGENDA TITLE: Ordinance No. 3156-2019, Amending Chapter 14, Entitled Fire Protection and Prevention, by Amending Section 14-31(3) and Section 14-31(10) and by Adding New Subsection 14-31(37) of the Municipal Code of the City of Ottumwa, Iowa.

Public hearing required if this box is checked.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3156-2019.
Waive the second and third considerations and pass and adopt Ordinance No. 3156-2019.

DISCUSSION: The City Council adopted the International Fire Code July 19, 2016. On March 7, 2017, City Council passed and adopted an expanded fire department inspection program. The only changes are new businesses shall obtain a permit prior to commencement of operations and any business in existence prior to the enactment of this code, must obtain said permit on or before December 31, 2019. Permits are subject to renewal and re-inspection every two years.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

ORDINANCE NO. 3156-2019

AN ORDINANCE AMENDING CHAPTER 14, ENTITLED FIRE PROTECTION AND PREVENTION, BY AMENDING SECTION 14-31(3) [REDACTED] OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA , AS SET FORTH HEREAFTER

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

SECTION ONE: The Municipal Code of the City of Ottumwa, Iowa is hereby amended by deleting Section 14-31(3) and inserting new Section 14-31(3), as follows:

Section 14-31. Amendments, modifications, additions and deletions.

(3) Section 105.1.2 is revised to read:

Section 105.1.2, Types of Permits. There shall be three types of permits as follows:

1. *Operational permit.* An operational permit allows the applicant to conduct an operation or a business for which a permit is required by Section 105.6 of the IFC for either:
 - 1.1 A prescribed period.
 - 1.2 Until renewed or revoked.
2. *Construction permit.* A construction permit allows the applicant to install or modify systems and equipment for which a permit is required by Section 105.7 of the IFC.
3. *Fire Safety Operational Permit. (FSOP)*
 - a. A fire safety operational permit (FSOP) allows the applicant to conduct business within the city and requires the applicant to provide requested business information every two years as required by the fire code official. The permit (FSOP) is valid for two years from the date of issuance.
 - b. The permit shall be posted in a prominent location in the business to be seen by patrons of said business.
 - c. Permit exception. Home-based businesses are not required to obtain a fire safety operational permit (FSOP).
 - d. New businesses shall obtain the permit prior to its commencement of operations. For businesses in existence prior to the enactment of this Code section, a permit must be obtained on or before December 31, 2019 and will be subject to renewal and re-inspection every two years.

Final passage and adoption on the 21 day of May, 2019.

CITY OF OTTUMWA, IOWA

Tom X. Lazio
Tom X. Lazio, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2019.

By: _____
Tom X. Lazio, Mayor

_____ Repassed and adopted over the veto the _____ day of _____, 2019.

_____ Veto affirmed this _____ day of _____, 2019.

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

ATTEST:

By: Christina Reinhard
Christina Reinhard, City Clerk




FILED

2019 MAY 16 PM 1:13
CITY OF OTTUMWA
Staff Summary

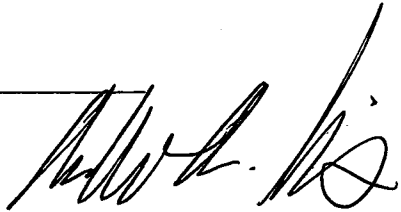
**** ACTION ITEM ****

Council Meeting of: May 21, 2019

Tony Miller 

Prepared By
Tony Miller
Department Head

Fire
Department


City Administrator Approval

AGENDA TITLE: Resolution No. 109-2019. Establishing the Fire Safety Operational Permit (FSOP) fee schedule.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 109-2019.

DISCUSSION: The OFD is updating a Fire Safety Operational Permit program and we have established a fee structure for this program which is included. The only change from the current system is the Fire Safety Operational Permit fee will raise from thirty-five to fifty dollars.

Fire Inspections:	Fire Safety Operational Permit	\$50
	Restaurants/Food Establishments	\$35
	Daycare Centers	\$35
	Initial New Business Inspection	\$35
	2nd Re-inspection	\$50
	3rd Re-inspection	\$100

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Structure Fires (tax exempt property only):	
Hourly rates for each fire engine	\$150
Hourly rates for each fire fighter	\$25
Hourly rates for each officer	\$35
Hourly rates for officer (IC only)	\$50
Vehicle Fires and Crashes:	
Ottumwa Resident	\$100
Non-Ottumwa Resident	\$250
Extrication	\$500
Commercial Vehicle Fires and Crashes:	
Ottumwa Resident	\$150
Non-Ottumwa Resident	\$500
Extrication	\$500
Smoke Complaints:	
After one free warning	\$25
Each smoke complaint thereafter	\$100
False Alarms:	
4th Calendar year false alarm	\$50
5th Calendar year false alarm	\$100
6th Calendar year false alarm	\$150
7th Calendar year false alarm	\$200
8th or more calendar year	\$250

RESOLUTION NO. 109-2019

RESOLUTION ESTABLISHING FEES FOR FIRE DEPARTMENT SERVICES – FIRE SAFETY
OPERATIONAL PERMIT

WHEREAS, The City of Ottumwa, Iowa operates the Ottumwa Fire Department; and,

WHEREAS, The Ottumwa Fire Department performs various services, including fire inspections, fire suppression, rescues, city complaints, and other emergency services; and,

WHEREAS, The Ottumwa Fire Department plans on doing a Fire Safety Operational Permit program where permits and occupancy signs will be posted.

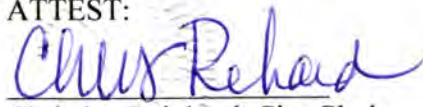
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, THAT THIS FEE SCHEDULE BE PASSED AND ADOPTED.

PASSED AND ADOPTED this 21st day of May, 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

