

TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 29  
Council Chambers, City Hall

October 15, 2019  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 27 on October 1, 2019 and Special Meeting No. 28 on October 8, 2019 as presented.
2. Approve the appointment of Brad Sertterh to the position of Engineering Design Technician I position effective October 21, 2019.
3. Resolution No. 223-2019, setting November 5, 2019 as the date of a public hearing on the disposition of city owned property located at 216 N. Marion to John and Noma Woudenberg.
4. Resolution No. 226-2019, setting November 22, 2019 as the time and place for receipt of Proposals and Development Agreements for the renovation of 203 E. Main/116 S. Market and setting December 3, 2019 as a public hearing on the intent to dispose of real property located at 203 E. Main/116 S. Market.
5. Resolution No. 229-2019, authorizing the purchase of six (6) sets of turnout gear for \$11,957.25 from Sandry Fire Supply for the Fire Department.
6. Resolution No. 230-2019, authorizing the purchase of thirty-two (32) winter parkas for \$7,542.40 from Galls Inc. for the Fire Department.
7. Resolution No. 233-2019, approving the contract, bond and certificate of insurance for the 2020 Roofing Improvements Rebid Project.
8. Resolution No. 234-2019, approving the contract, bond and certificate of insurance for the Beach Phase 4, Shade Structures Installation Project.
9. Resolution No. 237-2019, approve the purchase of a 2019 Dodge Ram 1500 Crew Cab in the amount of \$24,306 from Stew Hanson Dodge for the Sewer Department.
10. Resolution No. 238-2019, approve the purchase of a ProTech Snow pusher in the amount of \$4,360.50 from Martin Equipment for the Public Works Department.
11. Beer and/or liquor applications for: None.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Rental FBO Agreement
2. CVB Update – Andy Wartenberg
3. Tim Richmond – Iowa Emergency Mgmt Wapello County Coordinator – Hazard Mitigation Planning
4. PW Dir. Larry Seals – Streets – Selection and Cost

***All items on this agenda are subject to discussion and/or action.***

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Approve the Agreement between the City of Ottumwa and Allendar Butzke Engineers, Inc. for Geotechnical Engineering Services in connection with CSO, Phase VIII, Division 1, Blake's Branch sewer separation project.

RECOMMENDATION: Approve the Agreement with Allendar Butzke Engineers, Inc. and authorize the mayor pro tem to sign.

2. Requesting authorization to increase the Ottumwa Police Department's fleet of vehicles and accept the transfer of three (3) forfeited vehicles from the Southeast Iowa Inter-Agency Drug Task Force.

RECOMMENDATION: Authorize the Ottumwa Police Department to increase their fleet of vehicles and accept the transfer of three (3) forfeited vehicles from the Southeast Iowa Inter-Agency Drug Task Force.

3. Presentation on WPCF Change of Operations and Effect on Capacity.

RECOMMENDATION: Provide a presentation and update for City Council members on WPCF change of operations and the effect on capacity.

#### G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the proposed revocation of an Easement and the demolition of a storage unit adjacent to city-owned property located at 203 E. Main / 116 S. Market in Ottumwa, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 225-2019, approving the revocation of an easement for a storage unit adjacent to city-owned property located at 203 E. Main / 116 S. Market in Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 225-2019.

2. This is the time, place and date set for a public hearing on the plans, specifications, form of contract and estimated cost for the WPCF-Gatewell Conversion Project.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 235-2019, approving the plans, specifications, form of contract, and estimated cost for the WPCF – Gatewell Conversion Project.

RECOMMENDATION: Pass and adopt Resolution No. 235-2019.

#### H. RESOLUTIONS:

1. Resolution No. 227-2019, authoring Mayor Pro Tem Matt Dalbey to sign an agreement with Moulder & Associates/Midwest Municipal Consulting, a search firm, to assist in the recruitment and hiring of a City Administrator.

RECOMMENDATION: Pass and adopt Resolution No. 227-2019.

2. Resolution No. 228-2019, accepting Change Order No. 1 for the Airport Runway 13/31 Runway Reconstruction Project providing for the Instrument Landing System at the Ottumwa Regional Airport.

RECOMMENDATION: Pass and adopt Resolution No. 228-2019.

3. Resolution No. 231-2019, approving Change Order No. 1 and accepting the Apron Improvement Project at the Ottumwa Regional Airport as complete and authorizing final payment to the contractor.

RECOMMENDATION: Pass and adopt Resolution No. 231-2019.

4. Resolution No. 232-2019, accepting the work as final and complete for the Beach Renovations – Phase 3 Project – 2018, Contract A and approving the final payment to RG Construction in the amount of \$10,773.45.

RECOMMENDATION: Pass and adopt Resolution No. 232-2019.

#### I. ORDINANCES:

1. Ordinance No. 3168-2019, amending Chapter 25, entitled Public Offenses, of the Municipal Code of Ordinances for the City of Ottumwa, Iowa, and redefining Disorderly Conduct as a City offense.

RECOMMENDATION:       A) Pass the first consideration of Ordinance No. 3168-2019.  
                                  B) Waive the second and third consideration, pass and adopt Ordinance No. 3168-2019.

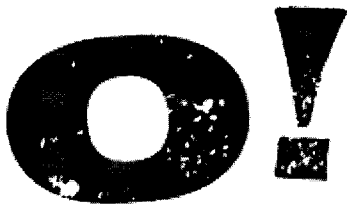
#### J. PUBLIC FORUM:

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.

#### K. PETITIONS AND COMMUNICATIONS

##### ADJOURN

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



[ CITY OF ]

OTTUMWA

**FAX COVER SHEET**

City of Ottumwa

DATE: 10/11/19 TIME: 9:00 AM NO. OF PAGES 4  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #29 to be held on 10/15/19

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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JOB NO. 0852  
DEPT. ID 4717  
PGS. 4

TX INCOMPLETE -----

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ERROR 916416828482

Ottumwa Courier  
KTVO  
Tom FM



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\*\*\* TX REPORT \*\*\*  
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JOB NO. 0852  
DEPT. ID 4717  
ST. TIME 10/11 08:52  
SHEETS 4  
FILE NAME  
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916606271885  
ERROR 916416828482

Ottumwa Courier  
KTVO  
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OTTUMWA CITY COUNCIL MINUTES Item No. B.-1.

REGULAR MEETING NO. 27  
Council Chambers, City Hall

October 1, 2019  
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Roe moved, seconded by Streeby to approve the following consent agenda items: Mins. from Reg. Mtg. No. 26 on Sept. 17, 2019 as presented; Acknowledge Aug. financial stmt and pymt. of bills as submitted by the Finance Dept.; Approve the Proclamation of Oct. 6-12, 2019 as Fire Prevention Wk.; Approve the Proclamation to designate Oct. 2019 as National Disability Awareness Month; Approve appointments of Roger Hemmings to the Cemetery Brd. of Trustees, term to expire 7/1/2026; Cara Galloway to the Historic Preservation Commission, term to expire 1/1/2020; and Rick Woten to the Historic Preservation Commission, term to expire 1/1/2022; Canvasser/Solicitor applications for Soap Creek Rebels Saddle Club to solicit donations within City limits from Oct. 1 to Nov. 30, 2019 and the Workingman's Christmas Party to solicit donations within City limits from Nov. 1 to Dec. 31, 2019; Approve the purchase of one (1) 2019 Polaris Ranger XP 1000 North Star Ed. utility vehicle from R/J Performance, Inc. in the amount of \$25,599, for the Police Dept., with funding awarded through the 2019 JAG Grant; Res. No. 197-2019, authorizing the Mayor/Interim City Admin. and Accountant to make investment purchases and sales in accordance with the City Investment Policy; Res. No. 198-2019, authorizing the Mayor/Interim City Admin. and Accountant to sign checks and make wire transfers for the City of Ottumwa; Res.No. 214-2019, accepting the work as final and complete and approving the final pay request for the 2019 Street Crack Seal Program; Res. No. 221-2019, setting Oct. 15, 2019 as a date of a public hearing on the Council's intent to voluntarily release an easement on City-owned property at 203 E. Main / 116 S. Market, Ottumwa, IA; Beer and/or liquor applications for: Supermercado Cerro Grande, 311 E. Main; Mexico Lindo, 530 W. Second; Richmond & Ferry BP, 720 Richmond Ave.; Club 888, 123 W. Third St.; Mizu Hibachi & Sushi, 1111 N. Quincy Ave.; all applications pending final inspections. All ayes.

Roe moved, seconded by Stevens to approve the agenda as presented. All ayes.

Interim City Admin. Lazio reported the following:

- Work Session on Finance & Budget – Erin Mullenix, Iowa League of Cities, 10/8/19, 4:30 PM. at Bridge View Center.
- Work Session on Streets – PW Dir. Seals, 10/15/19.
- Rpt. to Council on Finance Dir. Position - Closing date is 10/11; we've received 3 resumes to date.
- Rpt. to Council on RFQ for City Admin. Possibly more discussion on how to fill this position after attending the IA League of Cities Conf.
- Blackhawk River Access update. PW Dir. Seals provided a drone presentation showing the access points. Have attended joint mtgs. with Wapello County Suprv. Parker and want to make this area more accessible to the public. The City did not budget funding for this during current fiscal yr., but may want to look at future expenditures as a joint application has been submitted to the DNR. The City will do some channel cleaning this yr. according to budgeted funds.
- Rpt. on IA League of Cities Conf., Dubuque, IA. Councilman Dalbey, Councilperson Berg and Mayor Lazio attended from 9/25-9/27/19. Councilperson Berg obtained Certified Elected Municipal Officials (CEMO) designation this yr. Items to note: solar fields, wastewater plant, mobile hubs, quality of life, downtown revitalization.

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

Roe moved, seconded by Berg to approve a total refund of \$71,622.16 to Dr. Pepper for overpayment of Surcharge Fees. All ayes.

Berg moved, seconded by Stevens to approve the request for funding to Heartland Humane Society for the sum of \$8,000. All ayes.

Roe moved, seconded by Streeby to accept bid and award the contract for demo of 811 E. Mary to Tim Skinner Trucking & Excav., of Ottumwa, IA, in the amount of \$6,980. Dir. of Hlth. Insp. & Planning Flanagan reported four bids were received. All ayes.

This was 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 Ren. Plan. Dir. of Hlth. Insp. & Planning Flanagan reported this amendment allows the City to use TIF incentives for the development of BVC Hotel Project and various mixed-use, commercial/multi-family market rate housing projects in conjunction with the BUILD Grant River Develop. Initiative. No objections were received. Streeby moved, seconded by Stevens to close the public hearing. All ayes.

Streeby moved, seconded by Roe that Res. No. 217-2019, determining an area of the City to be an 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; and rescinding Resolution No. 113-2019, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the Resolution determining an area of the City to be an economic development 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 the Urban Renewal Plan. Dir. of Hlth. Insp. & Planning Flanagan reported this will establish the Agassiz Urban Renewal Area (URA) and adopt the Agassiz Urban Renewal Plan (URP) in conjunction with our efforts to work with developer Jim Danaher to develop workforce housing on the site of the former school. No objections were received. Streeby moved, seconded by Berg to close the public hearing. All ayes.

Roe moved, seconded by Streeby that Res. No. 218-2019, determining an area of the City to be an economic development 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 the Agassiz Urban Renewal Plan, be passed and adopted. All ayes.

Berg moved, seconded by Streeby to pass the first consideration of Ord. No. 3166-2019, an ordinance providing that general property taxes levied and collected each year on all property located within the Agassiz Urban Renewal Area, in the City of Ottumwa, County of Wapello of the State of IA, City of Ottumwa, County of Wapello, Ottumwa Community School Dist., and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by the City in connection with the Agassiz Urban Renewal Area (The Agassiz Urban Renewal Plan). No objections were received. All ayes.



Streeby moved, seconded by Roe to waive the second and third considerations, pass and adopt Ord. No. 3166-2019. All ayes.

Roe moved, seconded by Streeby that Res. No. 199-2019, fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, IA, totaling \$34,682.98, be passed and adopted. All ayes.

Berg moved, seconded by Streeby that Res. No. 215-2019, awarding the contract for the 2020 Roofing Replacement Project to Hawkeye Enterprise Roofing & Coating of Cincinnati, IA in the amount of \$111,263, be passed and adopted. PW Dir. Seals reported two bids were received. This project includes WPCF Maint. Roof, WPCF Airport Pump Station Roof and Fire Station No. 1 Dormitory Roof. All ayes.

Roe moved, seconded by Streeby that Res. No. 216-2019, awarding the contract for the Beach Renov. Ph. 4 Shade Structures Installation Project to ACCO Unlimited Corporation of Johnston, IA in the amount of \$99,535.70, be passed and adopted. Parks & Rec. Dir. Rathje reported three bids were received. This project will install new designated shade structures around the outdoor pools, complete with new concrete foundations, prefabricated steel framing and woven vinyl mesh fabric. All ayes.

Streeby moved, seconded by Roe that Res. No. 219-2019, setting the time and place for the receipt of Proposals and/or the approval of a Development Agt. with R.G. Property, LLC for the renovation of 307 E. Main and setting a public hearing on the intent to dispose of real property located at 307 E. Main in the City of Ottumwa, Wapello County, IA, be passed and adopted. City Attorney Keith reported Oct. 31, 2019, at 10:00 A.M. will be the time and date for submission of Proposal/Development Agt. for the renovation of 307 E. Main, defining the evaluation criteria and setting Nov. 5, 2019 as the time, place and date set for a public hearing regarding the intent to dispose of real property located at 307 E. Main. All ayes.

Roe moved, seconded by Streeby that Res. No. 220-2019, provides for the reallocation and transfer of designated funds from the Capital Projects Fund to the Community Development Fund for purposes of incentivizing the rehabilitation of 307 E. Main, Ottumwa, IA, be passed and adopted. Dir. of Hlth. Insp. & Planning reported the sum of \$40,000 will be used to incentivize the rehab of 307 E. Main to the successful Development Agt. All ayes.

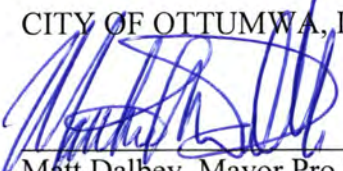
Streeby moved, seconded by Berg that Res. No. 222-2019, waiving the right of review for Matthew 5:5 Subdivision, be passed and adopted. Dir. of Hlth. Insp. & Planning reported the owner of 11122 Dahlonga Rd is piecing off a portion of 4 acres in order to sell to the neighbor for yard space. All ayes.

Mayor Pro Tem Dalbey inquired if anyone from the audience wished to address an item not on the agenda. Amy Hill, S. Fellows Ave. addressed mistreatment of animals within the City. She is disappointed how a situation was handled and requests that we have an animal control officer on duty more hours.

Interim City Admin. Lazio reminded Council that we will have a meeting Nov. 14, 2019, in Council Chambers, on the Comprehensive Plan, starting at 5:30 P.M.

There being no further business, Streeby moved, seconded by Roe that the meeting adjourn. All ayes.

Adjournment was at 6:19 P.M.



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Matt Dalbey, Mayor Pro Tem

ATTEST:





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Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 28  
Bridge View Center, 102 Church Street

October 8, 2019  
4:30 O'Clock P.M.

The meeting convened at 4:30 P.M.

Present were Council Member Roe, Stevens, Berg and Mayor Pro Tem Dalbey. Council Member Streeby was absent. Also present were Interim City Admin. Lazio, Public Works Dir. Seals, Police Chief McAndrew, Dir. of Hlth. Insp. & Planning Flanagan, Fire Chief Miller, City Engineer Dohlman, City Attorney/HR Dir. Keith, Planner Simonson and City Clerk Reinhard.

Roe moved, seconded by Stevens to approve the agenda as presented. All ayes.

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

Interim City Admin. Lazio introduced Erin Mullenix, Research Dir. Iowa League of Cities, to present on Finance and Budget for Iowa Municipalities.

Educational session – no legislative action occurred.

Items to note in addition to the PowerPoint presentation:


- City investments and infrastructures can have an effect on the tax rates.
- Cities having their own utilities – as opposed to those that do not can also have a large impact on rates.
- Valuation at end of 2020 – we have some of the oldest housing stock in SE Iowa.
- What are other cities doing to try and offset this decline (of assessments)? Revitalization efforts are the easiest way to offset by trying to grow our tax base; rehab neighborhoods; new housing stock.

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

There being no further business, Berg moved, seconded by Roe that the meeting adjourn. All ayes.

Adjournment was at 5:31 P.M.

ATTEST:

  
Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

  
Matt Dalbey, Mayor Pro Tem

FILED  
2019 OCT 10 AM 9:32  
CITY CLERK  
OTTUMWA, IA

CITY OF OTTUMWA  
STAFF SUMMARY

Council Meeting of: October 15, 2019

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

Engineering  
Department

*Tom X. Lazio*  
Tom X. Lazio, Interim City Administrator

AGENDA TITLE: Approve the appointment of Brad Sertterh to the position of Engineering Design Tech I position effective October 21, 2019.

\*\*\*\*\*  
PURPOSE: Approve the appointment of Brad Sertterh to the position of Design Tech I effective October 21, 2019.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Brad Sertterh recently successfully tested for a Design Tech I position in the Engineering position due to a resignation. This position became effective October 21, 2019 and salary will be \$21.08 per hour. This is a Civil Service, Bargaining Unit position.

FILED

2019 OCT -3 PM 12:03

**CITY OF OTTUMWA**

CITY OF  
OTTUMWA

**Staff Summary**

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

Council Meeting of: Oct 15, 2019

Health & Inspections  
Department

Jody Gates  
Prepared By  
Kevin C Flanagan  
Department Head

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

AGENDA TITLE: Resolution No. 223 - 2019, a Resolution setting November 5, 2019 as the date of a public hearing on the disposition of city owned property located at 216 N. Marion to John and Noma Woudenberg

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\*\*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. 223 - 2019.

DISCUSSION: The buyer offered the City \$501.00 for a vacant lot located at 216 N. Marion. The buyers want to purchase the lot because they own property in the neighborhood. November 5, 2019 is the date set for a public hearing to consider the offer.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 223 – 2019

A RESOLUTION SETTING NOVEMBER 5, 2019 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 216 NORTH MARION TO JOHN AND NOMA WOUDEMBERG

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as the Northeast 35 feet of Lot 102 and the Northwest 10 feet of the Northeast 35 feet of Lot 101 in Block 5 of the Original Plat of the Ottumwa, Wapello County, Iowa, also known as 216 N. Marion; and

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

WHEREAS, the buyer offered \$501.00 for the lot because they own property in the neighborhood; 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 5<sup>th</sup> day of November 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 John and Noma Woudenberg for the sum of \$501.00 and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 15<sup>th</sup> day of October 2019.

City of Ottumwa, Iowa



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



[ CITY OF ]  
**OTTUMWA**

2019 SEP 25 PM 4: 10

OTTUMWA

Petition No.: 5061-2019

**Petitioner Information:**

Name: John & Noma Woudenberg

Address: 122 W. 5th Street, Ottumwa, IA 52501

Phone Number: (641) 682-2662

Petition contains the required number of signatures.

**Summary of Petition:**

Purchase vacant city owned lot at 216 N. Marion (parcel #007413760038000). Own property on this block and would like to clean up the neighborhood. Offer \$501, deposit \$100 received 9/25/19 - sales receipt 83368.

\*\*\*\*\*

1. Engineering Department

Approve

Deny

9-27-19 LBS

Comments:

Date

Dept. Initials  
Required

2. Plan/Zoning/Dev. Department

Approve

Deny

Date 9-30-19

Dept. Initials  
Required

3. Health Department

Approve

Deny

Date 9-30-19

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**

FILED

CITY OF OTTUMWA  
Staff Summary

2019 OCT -9 AM 8:16

COUNCIL MEETING OF: October 15, 2019

Item No. \_\_\_\_\_

Joni Keith

Prepared By

Planning & Development

Department

Kevin Flanagan

Department Head

Tom X. Lazio  
Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Resolution No. 226-2019. A resolution setting the time and place for the receipt of Proposals and Development Agreements for the renovation of 203 E. Main/116 S. Market and setting a public hearing on the intent to dispose of real property located at 203 E. Main/116 S. Market in the City of Ottumwa, Wapello County, Iowa.

\*\*\*\*\*

PURPOSE: Set November 22, 2019, 2:00 p.m. as the time and date for the submission of Proposal/Development Agreements for the renovation and purchase of 203 E. Main/116 S. Market, Ottumwa, Iowa, defining the evaluation criteria and setting December 3, 2019, 5:30 p.m., City Hall, Ottumwa, Iowa, as the time, place and date for a public hearing regarding the intent to dispose of real property located at 203 E. Main/116 S. Market Street, Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 226-2019.

DISCUSSION: The city acquired this property through the Iowa Code Chapter 657A process as abandoned property under Iowa law. This property is in need of prompt renovation and the removal of miscellaneous debris, storage items and trash. The Resolution sets the time and place for the submission of proposal(s), which is 2:00 p.m. on November 22, 2019. Proposal(s) will be submitted to the City Clerk. The Resolution establishes a competitive criterion to evaluate proposal(s) submitted on the property.

The Resolution also sets the time and place for the public hearing, which will be held at 5:30 p.m. on December 3, 2019. Developers interested in submitting proposals may pick up the proposal documents at the Planning and Development office. The Resolution establishes a review team. A team will evaluate the proposals based upon the criterion identified in the Resolution. The team will provide a recommendation on the disposition of 203 E. Main/116 S. Market for the December 3, 2019 public hearing. A Development Agreement for the renovation of this property will also be presented as part of the public hearing.



INVITATION FOR PROPOSALS

SOLICITATION FOR PROPOSALS FOR THE RE-DEVELOPMENT OF CITY OWNED PROPERTY, AND NOTICE OF PUBLIC HEARING ON THE DISPOSITION OF PROPERTY LOCATED AT 203 EAST MAIN/116 SOUTH MARKET, CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Ottumwa, Iowa, proposes by Resolution to dispose by Quit Claim deed with no abstract the following Real Property as described:

A part of Lot 292 in Block 22 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Commencing at the Southwesterly corner of said Lot, the same being the Northeast Corner of the intersection of Main Street and Market Street in the City of Ottumwa, Iowa, thence Southeasterly on the Southwesterly Line of said Lot, which is also the Northeasterly Line of Main Street 20 feet; thence Northeasterly parallel with Market Street 82 feet; thence Northwesterly parallel with Main Street 20 feet to the Northwest Line of said Lot; thence Southwesterly along said Line 82 feet to the place of beginning.

Said real estate is also described as: The Northwest 20' of the Southwest 82' of Lot 292, Block 22, in Ottumwa, Wapello County, Iowa.

AND

A Part of Lot 292 in Block 22 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Beginning at a point on the Northeast building line of East Main Street in said City, and at the center of the public wall that is 20 feet Southeast from the NW line of said Lot 292, thence Northeast parallel to Market Street 83.26 feet to the line between 2 separate walls, viz: The Harman Wall and the H.M. Ennis rear wall; thence Northwest parallel to Main Street 20 feet to the Northwest line of said Lot 292; thence Northeast along the Northwest line of said Lot 292, 25.73 feet to the center of the public wall between Harman's & Phoenix Trust Building; thence Southeast along the centerline of this last mentioned wall and parallel to Main Street 40 feet; thence Southwest parallel to Market Street 27.73 feet; thence Northwest parallel to Main Street 0.5 feet to the center of the Southeast Wall of the Main Street Building on the property herein described; thence Southwest along the centerline of said last mentioned public wall and parallel to Market Street 81.26 feet to the Northeast building line of East Main Street; thence Northwest along the Northeast Building line of East Main Street 19 ½ feet to the point of beginning.

Said real estate is also described as follows: The Southeast 19 ½' of the Northwest 39 ½' of the Southwest 82' of Lot 292, Block 22, and the Southwest 25.73' of the Northeast 50.73' of the Northwest 40' of Lot 292, Block 22, in Ottumwa, Wapello County, Iowa.

This property is a commercial building, located in Ottumwa's downtown, in a C-4 Downtown Mixed Use zoning district. The City is disposing of the property for re-development of the structure and repair of structural deficiencies.

Invitations for Proposals are being requested subject to the following conditions:

The successful developer shall be required to submit a Proposal/Development Agreement to the City and execute said Agreement prior to the transfer of property. The buyer will pay the costs of conveyance and closing costs, delinquent taxes will be waived or paid by the City of Ottumwa prior to disposition of the property, and disposition will be by Quit Claim Deed.

The Proposal/Development Documents include: Invitation for Proposals, and Proposal/Development Agreement. Proposal/Development Agreement Document(s) may be picked up from the Department of Planning and Development on Second Floor, City Hall, 105 East Third Street, Ottumwa, IA.

Proposals shall be mailed or delivered to the City Clerk's office located on the First Floor of City Hall, 105 East Third Street, Ottumwa, IA 52501 in a sealed envelope and plainly marked **Proposal/Development Agreement for 203 E. Main/116 S. Market** prior to 2:00 P.M. on November 22, 2019. The developer shall provide confidential financial information and letter from financial institution to demonstrate the ability to promptly complete improvements to the structure. The Review Team will present a recommendation on the disposition of the property to the City Council in a public hearing at 5:30 p.m. on December 3, 2019 City Council meeting. The recommendation shall be based upon the following evaluation criteria approved under Resolution No. 226-2019:

**Developer qualifications**

**Proposed Use(s) and Impact on Central Business District**

**Cash Payment and Fiscal Impact**

**Fiscal Impact**

**Proposed Financing**

Persons interested in inspecting the interior of the structure may schedule an appointment through Kevin Flanagan, Director of Health, Inspections, Solid Waste & Planning, 641-683-0694, 105 East Third Street, Ottumwa, IA 52501. Questions regarding this Invitation for Proposals should be directed to Kevin Flanagan. The City reserves the right to accept or reject any or all proposals, and to waive technicalities and irregularities.

FOR THE CITY OF OTTUMWA, IOWA  
Christina Reinhard

**NOTICE OF PUBLIC HEARING**  
**203 E. MAIN/116 S. MARKET, OTTUMWA, IOWA**

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, December 3, 2019 at 5:30 p.m. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property at 203 E. Main/116 S. Market, Ottumwa, Wapello County, Iowa, legally described on Resolution #226-2019 pursuant to a Request for Proposals for a Development Agreement regarding the renovation of 203 E. Main/116 S. Market and the purchase of said property. A Review Team will be evaluating each bid proposal and providing a recommendation to council at said public hearing. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property.

**DEVELOPMENT AGREEMENT  
BETWEEN  
CITY OF OTTUMWA, IOWA  
AND**

---

**Conveyance of Property and Development Agreement for the following described property locally known as 203 East Main Street/116 S. Market Street, Ottumwa, Iowa:**

A part of Lot 292 in Block 22 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Commencing at the Southwesterly corner of said Lot, the same being the Northeast Corner of the intersection of Main Street and Market Street in the City of Ottumwa, Iowa, thence Southeasterly on the Southwesterly Line of said Lot, which is also the Northeasterly Line of Main Street 20 feet; thence Northeasterly parallel with Market Street 82 feet; thence Northwesterly parallel with Main Street 20 feet to the Northwest Line of said Lot; thence Southwesterly along said Line 82 feet to the place of beginning.

Said real estate is also described as: The Northwest 20' of the Southwest 82' of Lot 292, Block 22, in Ottumwa, Wapello County, Iowa.

AND

A Part of Lot 292 in Block 22 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, described as follows, to-wit: Beginning at a point on the Northeast building line of East Main Street in said City, and at the center of the public wall that is 20 feet Southeast from the NW line of said Lot 292, thence Northeast parallel to Market Street 83.26 feet to the line between 2 separate walls, viz: The Harman Wall and the H.M. Ennis rear wall; thence Northwest parallel to Main Street 20 feet to the Northwest line of said Lot 292; thence Northeast along the Northwest line of said Lot 292, 25.73 feet to the center of the public wall between Harman's & Phoenix Trust Building; thence Southeast along the centerline of this last mentioned wall and parallel to Main Street 40 feet; thence Southwest parallel to Market Street 27.73 feet; thence Northwest parallel to Main Street 0.5 feet to the center of the Southeast Wall of the Main Street Building on the property herein described; thence Southwest along the centerline of said last mentioned public wall and parallel to Market Street 81.26 feet to the Northeast building line of East Main Street; thence Northwest along the Northeast Building line of East Main Street 19 ½ feet to the point of beginning.

Said real estate is also described as follows: The Southeast 19 ½' of the Northwest 39 ½' of the Southwest 82' of Lot 292, Block 22, and the Southwest 25.73' of the Northeast 50.73' of the Northwest 40' of Lot 292, Block 22, in Ottumwa, Wapello County, Iowa.

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Ottumwa, Iowa, and \_\_\_\_\_, hereinafter referred to as "Developer." The City of Ottumwa, Iowa, an Iowa Municipal

Corporation, has its principal place of business at 105 East Third Street, Ottumwa, Iowa 52501, hereinafter will be referred to as the “City.”

### **RECITALS**

WHEREAS, the City owns real property situated in the City of Ottumwa, Wapello County, State of Iowa, legally described above and locally known as 203 East Main Street/116 South Market Street. Said property was acquired as abandoned property through Iowa Code Chapter 657A due to its dilapidated condition. The Iowa District Court granted title to the City on August 8, 2019 with the City obtaining possession on August 26, 2019; and

WHEREAS, it is the intention of the City to rehabilitate blighted areas and buildings in urban renewal areas and tax increment financing district areas in the City, which includes the above described property. Rehabilitation, redevelopment, development or a combination thereof of said areas, including this property, is in the interest of the public health, safety or welfare of the residents of the City. Said real estate is located within the West Gate Urban Renewal Area (the “Development Property”); and

WHEREAS, the City believes that it is in the best interests of the City and of its residents and is also in accord with the public purposes of applicable state and local laws, including Chapters 15A and 403 of the Code of Iowa, to enter into this Agreement to promote the development of 203 E. Main/116 S. Market Street, in Ottumwa, Iowa; and

WHEREAS, Developer desires to acquire said real property for the purpose of future development, and the City wishes to transfer ownership of the above described property to Developer for the purpose of rehabilitation, redevelopment, development or a combination thereof. Developer agrees to sign this Development Agreement with the City.

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

### **CONVEYANCE OF THE CITY’S REAL PROPERTY**

Subject to the terms and conditions of this Agreement, the City shall convey, transfer, assign and deliver to Developer on the closing date, under such terms as hereinafter defined and as set out in this Agreement executed between the City and Developer and which is incorporated herein.

## **REDEVELOPMENT CONDITIONS**

As consideration for the transaction contemplated by this Agreement and other good and valuable consideration, Developer agrees to the following redevelopment conditions:

1. Subject to all terms and conditions of this Agreement, the City will sell by Quit Claim Deed the above-described real estate to Developer for the amount of \_\_\_\_\_ Dollar(s) and other good and valuable consideration. Said real estate is being sold in its "AS IS" condition, with the City making absolutely no title guarantees and no warranties as to the condition of said property. Developer will pay all costs of transfer, including abstracting and title opinion, if requested.

2. Developer will accept the abovementioned property in its "AS IS" condition and will secure the building, including the roof, from weather and animals within 20 days of the date of transfer.

### **Section 1. Obligations of the Developer.**

1. Developer, at its sole cost and expense shall completely renovate the building at 203 E. Main/116 S. Market Street, Ottumwa, Iowa, within three (3) years from the date of the transfer of the real estate to Developer. Additional completion time must be approved by the Ottumwa Planning Director and may require City Council approval.

2. Upon approval of this Development Agreement and transfer of this property by the City Council, the Developer, on behalf of the City of Ottumwa, will immediately begin cleaning out the property and transporting any debris, trash and miscellaneous items that will not be personally kept by the Developer to the Solid Waste Commission Landfill.

3. All work on the building will be performed by Developer at its own expense. Developer will immediately secure said building, and ensure said building is not open to the elements due to roof and siding leaks or open or broken windows. Developer shall ensure that any renovation assures the structural integrity of any adjoining property walls. Demolition, cleanup, and repair within the building shall be conducted obtaining any necessary permits and complying with all local, state and federal regulations.

4. Developer will redevelop the property for uses permitted under the City of Ottumwa Zoning regulations, but in no event shall Developer lease to tenants or sell to prospective buyers who would require a conditional use permit under said City Zoning Code, Section 38-873: Adult entertainment businesses. When marketing said property to prospective buyers or tenants, Developer shall pay particular attention to retail mix, quality, and the type of

tenant or buyer and the image of the central business district. No sale of this property shall occur without the express written consent of the City, not unreasonably withheld.

5. Said real estate may be sold at any time during, before or after the rehabilitation, redevelopment or development process with the agreement by both parties prior to the conveyance of the property.

6. Any financial liability resulting from the sale of the real estate by the City to Developer will be the sole responsibility of Developer. Developer shall provide property damage and liability insurance on said property. Developer shall indemnify and hold harmless the City from any liability or loss associated with the redevelopment project, or resulting from Developer activities or lack thereof.

7. Any balance of funds from the sale of the property will be retained by Developer.

8. In the event Developer does not complete the improvements and redevelopment conditions set forth in this Agreement, and such failure continues for a period of sixty (60) days after the holder has been notified of the default, the purchase cost of the parcel will be refunded to Developer and the City shall have the right to take possession of the property, terminating the estate conveyed by the deed to Developer. The deed shall contain a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by Developer, the City at its option may declare a termination of the estate conveyed and take title and possession. If the Developer undertakes construction or completion of the improvements and does not finish such construction within the period as agreed, the original Developer and/or the City shall have the option of paying the costs of any improvements made by the holder and the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured.

9. In the event the real estate is sold before complete redevelopment, the purchaser (hereinafter referred to as "Developer") shall be required to sign a Development Agreement with the City that will encompass the following requirements:

(a) The Developer will submit a site plan containing the information listed in Exhibit "A." The Developer will redevelop the property in accordance with this Proposal/Development Agreement. **The Developer will submit plans and specifications to the Ottumwa Planning Department and the Ottumwa Department of Health to review for conformity with the Proposal for Development, and all applicable state and local laws and regulations. The Development Agreement runs to all subsequent purchasers, owners, successors and assigns.**

(b) **Development shall be completed within three (3) years of the real estate transaction closing date with the original Developer. Additional completion time must be approved by the Ottumwa Planning Director and may require City Council approval.**

(c) If the subsequent Developer desires to make any change in the Proposal for Development Agreement, Developer shall submit the proposed change(s) to the City for approval. Additional development not described in this agreement may be permitted by amending the Development Agreement. Amendments to the Development Agreement are subject to approval by the Ottumwa City Council.

(d) Developer will not, prior to the completion of the improvements in the Proposal for Development, sell, assign, convey, lease or transfer in any other form of, or with respect to, this Agreement or the property, or contract or agree to do any of the same without prior written approval of the City and the original Developer. All legal documents involved in effecting the transfer shall be submitted to the City for review.

The consideration payable for the transfer by the transferee shall not exceed an amount representing the actual cost (including carrying charges) to the purchaser of the property, and the improvements, if any, made thereof; it being the intent of this provision to preclude assignment of the agreement or transfer of property for profit prior to the completion of the improvements. As certificate of completion of the construction of the improvements, in accordance with this Agreement, will be issued by the Planning Department.

(e) Prior to the completion of the improvements, Developer shall not encumber any mortgage, encumbrance, or lien on the property except for the purpose of obtaining necessary funds for the improvements. **In the event Developer does not complete the improvements and redevelopment conditions set forth in this Agreement, and such failure continues for a period of sixty (60) days after the holder has been notified of the default, the purchase cost of the parcel will be refunded to Developer and the City shall have the right to take possession of the property, terminating the estate conveyed by the deed to Developer. The deed shall contain a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by Developer, the original Developer and/or the City at its option, may declare a termination of the estate conveyed and take title and possession.** If the Developer undertakes construction or completion of the improvements and does not finish such construction within the period as agreed, the original Developer and/or the City shall have the option of paying the costs of any



improvements made by the holder and the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured.

(f) Developer shall provide evidence of compliance of the above to the City.

10. This property shall be subject to real estate taxes. Developer shall keep all tax liabilities current.

11. Except as otherwise expressly provided herein, Developer and any subsequent Developer agrees to accept the City Real Property on an "AS IS, WHERE IS" basis. Except as otherwise expressly and explicitly provided herein, with respect to the City Real Property, the City disclaims any and all warranties, express or implied, regarding said property and makes no warranty of merchantability or fitness of said property for any particular purpose, express or implied.

## **Section 2. Obligations of the City.**

1. The City finds that the Project will bring businesses that add diversity to or generate new opportunities for the economy, revitalize a building that would have been condemned, and provide for employment within the community and will provide needed benefit to the general public.

(a) Within 60 days of the transfer of the real estate to Developer, the City will either pay the property taxes on said real estate through date of possession, or will waive said taxes.

2. Upon Developer's possession of the real estate, development shall be completed within three (3) years of the date the transfer of ownership is completed. If Developer shall be delayed or prevented from completing the Grant Projects by reason of acts of God, war, civil commotion, riots, strikes, lockouts, picketing or other labor disputes, inability to obtain required governmental approvals or permits, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or other causes without fault and beyond the reasonable control of Developer, then such failure to complete by the deadline shall be excused and the deadline extended for a period equivalent to the period of such delay.

3. Closing shall occur on or prior to 60 days from the date the Council approves this Development Agreement. Said real estate shall be transferred by Quit Claim Deed. Developer shall pay the transfer costs, the preparation of any abstract and any title search Developer deems necessary.

**Section 3. Representations and Warranties of the Developer.**

Developer makes the following representations and warranties as of the date of this Agreement:

1. Authority. Developer is an Iowa corporation and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and is not in violation of any provisions of its Articles of Incorporation, By-laws, or other charter documents or the laws of the State of Iowa. This Agreement constitutes the valid and legally binding agreement of the Developer, enforceable in accordance with its terms.

2. Compliance. Developer will cause the Project to comply in all material respects and in accordance with the terms of this Agreement, the City's urban renewal plan and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

3. Other Agreements. To the knowledge of the Developer the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not, in any material respect, prevented by, limited by, in conflict with, and will not result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

**Section 4. Representations and Warranties of the City.**

The City makes the following representations and warranties as of the date of this Agreement:

1. Authority. The City is an Iowa municipal corporation and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and is not in violation of any governing laws, regulations or ordinances. This Agreement constitutes the valid and legally binding agreement of the City, enforceable in accordance with its terms.

2. Other Agreements. To the knowledge of the City, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not, in any material respect, prevented by, limited by, in conflict with, and will not result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or

instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

**Section 5. Further Agreements.**

1. Except as otherwise specifically provided herein, the parties hereto shall pay their own expense, including attorneys' fees, incident to the preparation and performance of this Agreement, whether or not the transaction contemplated herein is consummated.

2. Each party hereby agrees to indemnify and save the other harmless from and against any claim, settlement, cost or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending any such claim.

3. Any notice required or permitted under this Agreement shall be deemed given on the date personally delivered or sent by certified mail, or by overnight delivery, addressed as follows or to any other address as shall be furnished in writing by any addressee:

If to Developer: \_\_\_\_\_

If to the City: Ottumwa City Administrator  
105 East Third Street  
Ottumwa, IA 52501

4. Any subsequent Developer shall submit information in Exhibit "B" Statement of Financial Status; which is confidential information (not for public record).

5. Developer and any subsequent Developer hereby agrees to hold the City harmless from any, and all, liability incurred as a result of developer's project on the above-described parcel. This hold harmless provision applies to any and all unknown hazardous or toxic waste clean-up and all other activities.

6. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Iowa.

7. This Agreement to be executed pursuant hereto may be amended, superseded, canceled, renewed or extended, and their terms or covenants hereof may be waived, only by a written instrument executed by the parties hereto or in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. The

parties reserve the right by mutual consent to amend, modify, supersede, and cancel this Agreement, or waive the terms of conditions hereof, without the consent of any other person (natural or otherwise).

8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No party shall assign this Agreement without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld.

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

IN WITNESS WHEREOF, the City of Ottumwa, Iowa has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and has caused this Agreement to be duly executed in its name and on its behalf by the officers indicated below, on or as of the day first above written.

DEVELOPER:

By: \_\_\_\_\_  
Name:  
Title:

STATE OF IOWA            )  
  ) SS.  
WAPELLO COUNTY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me, \_\_\_\_\_ personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of the said person, who had authority on behalf of said corporation to sign said Agreement.

\_\_\_\_\_  
Notary Public in and for said State

**CITY OF OTTUMWA, IOWA,**  
An Iowa Municipal Corporation

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

Name: Matt Dalbey

Title: Mayor Pro Tem

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

Christina Reinhard, City Clerk

STATE OF IOWA            )  
  ) SS.  
WAPELLO COUNTY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matt Dalbey and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

**EXHIBIT "A"**

Individually list the estimated value of the improvements to the property:

Improvements required to stabilize the structure as it stands now. \$ \_\_\_\_\_

Other Improvements: Improvements required for the business intending to locate in the building. \$ \_\_\_\_\_

Improvements to provide upper story housing – how many units do you propose providing. \$ \_\_\_\_\_

Total Estimated Improvements \$ \_\_\_\_\_

**EXHIBIT "B"**

Statement of Financial Status

Sources and amount of cash available to Developer to meet requirements of the proposed undertaking:

A. In Banks:  
Name and address of bank \_\_\_\_\_  
Amount \$ \_\_\_\_\_

B. By loans from affiliated or associated corporations or firms:  
Name and address of source \_\_\_\_\_  
Amount \$ \_\_\_\_\_

By sale of readily salable assets:  
Description                      Market Value                      Mortgages

C. By financing as set forth:

D. Names and addresses of bank references:

E. Attach a statement from lending institution stating their preliminary interest in Providing financial support for your Development Project.

The above is confidential information submitted by the Redeveloper.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**RESOLUTION NO. 226-2019**

**A RESOLUTION SETTING THE TIME AND PLACE FOR THE RECEIPT OF PROPOSAL(S) AND/OR DEVELOPMENT AGREEMENT(S) AND SETTING A PUBLIC HEARING ON THE INTENT TO DISPOSE OF REAL PROPERTY LOCATED AT 203 EAST MAIN STREET/116 SOUTH MARKET STREET IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.**

**WHEREAS**, the City proposes to dispose of the following described property locally known as 203 E. Main/116 S. Market Street, Ottumwa, Iowa:

Legal Description may be viewed within the Bid Documents.

**WHEREAS**, the City of Ottumwa is the present title holder of record of the property; and

**WHEREAS**, before real property may be disposed of, notice must be published and a public hearing held thereon; and

**WHEREAS**, the property will be disposed by Quit Claim deed with no abstract; and

**WHEREAS**, the developer shall be required to submit a Proposal/Development Agreement to the City and execute said Agreement prior to the transfer of property; and

**WHEREAS**, said agreement shall contain specific redevelopment conditions; and

**WHEREAS**, in the event the developer does not complete the improvements and redevelopment conditions, the City shall have the right to take possession of the property upon notification of default per the development agreement; and

**WHEREAS**, the developer will remove all trash, garbage, junk, appliances, and miscellaneous refuse and rubbish from the building, secure the windows and building from weather, birds and pests; and

**WHEREAS**, the City may have more than one party interested in purchasing the above-mentioned property; and

**WHEREAS**, evaluation of development proposals shall be reviewed by the following Review Team: City Administrator, City Attorney, Director of Health Department and Planning, and Building Inspector, as well as any other staff or individual the team deems necessary for the review of this project. The Review Team shall report their evaluation and recommendation to the City Council, and

**WHEREAS**, the Development/Proposal Agreements will be evaluated upon Competitive Criteria to guide the Review Team in the evaluation of the proposals. Each competitive criteria will be assigned a numerical value based on the following:

- 1) **Developer qualifications (40 points maximum)** The degree to which the developer demonstrates proof of these capabilities: demonstrated experience of ability to successfully perform on projects of a similar scale. Experience of company principals completing prior development projects of a similar scale and use.
- 2) **Proposed Use(s) and Impact on Central Business District (40 points maximum)** The extent to which the project promotes the growth of the Central Business District. The degree to which the improvements to the parcel or building design contributes to the Central Business District. The overall quality of the proposed materials and construction techniques.



- 3) **Cash Payment and Fiscal Impact (40 points maximum)** The amount of the cash payment for the purchase of the parcel and the new capital investment obligated by the developer under the Development/Proposal Agreement. The fiscal impact of each proposal may be evaluated based on the projected net present value of the net revenue generated by the project through property taxes. Property tax revenues will be estimated based on the current millage rate with an estimated assessed value.
- 4) **Proposed Financing (40 points maximum)** Financial capability to commence and complete the proposed development activities in a timely manner and within their scheduled budget. Projection of financial incentives that may be utilized.
- 5) **Employment Impact- (40 points maximum)** Stipulate the number of new jobs created or jobs retained as a result of the development.

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

That the 3rd day of December at 5:30 P.M. in the City Council Chambers on the second floor of City Hall in the City of Ottumwa, Iowa, be, and the same is hereby fixed as the time and place for a public hearing on the notice of intent to dispose of real property legally described above; and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

**BE IT FURTHER RESOLVED:**

That the 22<sup>nd</sup> day of November, 2019 at 2:00 P.M. in the office of the City Clerk, on the first floor of City Hall in the City of Ottumwa, Iowa, is hereby fixed as the time and place to open and briefly describe the Proposal/Development Agreements received for the above described real property. The City of Ottumwa reserves the right to reject any and all proposals.

Passed and adopted this 15th day of October 2019.

**CITY OF OTTUMWA, IOWA**

By

  
Matt Dalbey, Mayor Pro Tem

**ATTEST:**



Christina Reinhard, City Clerk

FILED

2019 OCT -9 PM 2:09

**CITY OF OTTUMWA**  
Staff Summary

**\*\*Action Item\*\***

Council Meeting of: October 15<sup>th</sup>, 2019

Fire  
Department

Tony Miller  
Prepared By  
*Tony Miller*  
Department Head

*Tom X. Lopez*  
City Administrator Approval

AGENDA TITLE: Resolution No.229-2019 Authorizing the purchase of six (6) sets of turnout gear in the amount of \$11,957.25 from Sandry Fire Supply.

.....

PURPOSE: To receive Council approval to pay for six (6) sets of turnout gear.

RECOMMENDATION: Pass and adopt Resolution 229-2019.

DISCUSSION: This additional set of six (6) sets of turnout gear will assist the fire department with all members having current NFPA compliant gear. The cost of the gear is \$11,957.25 and will be taken out of the Other Small Capital account.

**Resolution No. 229-2019**

**A RESOLUTION TO APPROVE THE PURCHASE OF SIX SETS OF  
TURNOUT GEAR.**

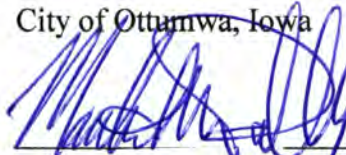
WHEREAS, The City Council of the City of Ottumwa, Iowa operates the Ottumwa Fire Department, and;

WHEREAS, The Ottumwa Fire Department members need NFPA compliant gear;

WHEREAS, purchasing this gear will make all members compliant;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF  
THE CITY OF OTTUMWA, IOWA THAT: Authorizing the Purchase of six (6)  
sets of turnout gear in the amount of \$11,957.25 from Sandry Fire Supply.  
Pass and adopt this 15<sup>th</sup>, day of October, 2019

City of Ottumwa, Iowa



Matt Dalbey, Mayor Pro Tem

Attest:



Christina Reinhard, City Clerk



**Sandry Fire Supply LLC**

618 6th Street  
DeWitt, Iowa 52742  
U.S.A  
5636592357

# INVOICE

Bill To  
**Ottumwa IA Fire Department**  
201 N Wapello  
Ottumwa, IA 52501

Invoice#  
**INV-007502**

Invoice Date	Terms	Due Date	Reference	Sales person
09/25/19	Net 30	10/25/19	SO-04599	John Crouch

#	Item & Description	Qty	Rate	Amount
1	innoEnergyCoat-Ottumwa InnoTex Energy Coat for Ottumwa Fire IA	6.00 Each	1,233.00	7,398.00
2	innoEnergyPant-Ottumwa InnoTex Energy Pant for Ottumwa Fire IA	6.00 Each	756.00	4,536.00

Sub Total 11,934.00

Shipping charge 23.25

**Total \$11,957.25**

**Balance Due \$11,957.25**

**SERVING THOSE WHO SERVE OUR COMMUNITIES.**

618 6th Street DeWitt, IA 52742 | SandryFire.com

FILED

Item No. \_\_\_\_\_

2019 OCT -9 PM 2:09

CITY OF OTTUMWA

CITY OF OTTUMWA

STAFF SUMMARY

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

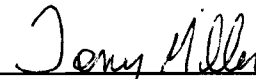
Council Meeting of: October 15<sup>TH</sup>, 2019

Tony Miller

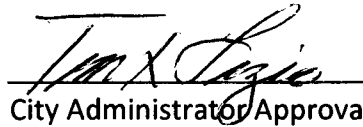
Prepared By

Fire Department

Department



Department Head

  
City Administrator Approval

AGENDA TITLE: Resolution No. 230-2019 Authorizing the Purchase of Thirty-two winter parkas in the amount of \$7,542.40 from Galls Incorporated.

.....

PURPOSE: To receive Council approval to pay for thirty two winter parkas.

RECOMMENDATION: Pass and adopt Resolution 230-2019.

DISCUSSION: The purchase of these thirty two winter parkas will give the OFD members winter wear that is needed when it is below zero weather, snow, freezing rain, etc. This will be taken out of the bequest account.

**Resolution No. 230-2019**

**A RESOLUTION TO APPROVE THE PURCHASE OF THIRTY-TWO WINTER PARKAS**

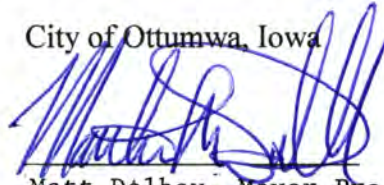
WHEREAS, The City Council of the City of Ottumwa, Iowa operates the Ottumwa Fire Department, and;

WHEREAS, The Ottumwa Fire Department members need winter gear;

WHEREAS, purchasing this winter gear will assist with winter weather;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: Authorizing the Purchase thirty two (32) winter parkas in the amount of \$7,542.40 from Galls, Incorporated;  
Passed and adopted October 15<sup>th</sup>, 2019

City of Ottumwa, Iowa



Matt Dalbey, Mayor Pro Tem

Attest:



Christina Reinhard, City Clerk



# City of Ottumwa

City Hall • 105 East Third  
Ottumwa, Iowa 52501

## PURCHASE ORDER

17918

### Requisitioning Department

1. This is your notice that an order has been issued in accordance with your requisition.
2. File this copy until order has been COMPLETELY DELIVERED and then use a receiving report.

To

Gall's

Ship To:

Tamast

Tony Miller

Ship Best Way Prepaid

Date	Fund	Dept.	Object
9-23-19			

Quantity	Unit	Description	Unit Price	Amount
32		Coats - Mens Winter Parkas		
				47,572.40

### QUANTITATIVE AND VISUAL INSPECTION

I hereby certify that the goods or services shown above have been received and are in accordance with the terms of the purchase order.

Authorized Receiving Agent

Date \_\_\_\_\_  
REQUISITIONING DEPT.-RECEIVING REPORT

*Tom X [Signature]*  
*x [Signature]*

Item tabled  
- will be on  
11.5.19 mtg.

Item No. B.-7.

CITY OF OTTUMWA

Staff Summary

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

FILED  
2019 OCT 10 PM 1:17  
CITY CLERK  
OTTUMWA, IA

Council Meeting of: October 15, 2019



Engineering Department  
Department

Alicia Bankson  
Prepared By  
*Alicia Bankson*  
Department Head

*Tommy Logan*  
City Administrator Approval

AGENDA TITLE: Resolution #233-2019. Approving the contract, bond, and certificate of insurance for the 2020 Roofing Improvements Rebid Project.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution #233-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Hawkeye Enterprise Roofing & Coating of Cincinnati, Iowa, for the above referenced project and are now on file with the City Clerk. This project was awarded at the October 1, 2019 City Council Meeting in the amount of \$111,263.00.

Breakdown:	WPCF Maintenance	\$45,700.00
	WPCF Airport Pump Station	\$15,925.00
	Fire Station No. 1 Dormitory	\$49,638.00
Total Contract Amount		\$111,263.00

Engineer's Opinion of Cost: \$107,000.00.

Source of Funds: Fire: \$99,000 CIP Funds      Budgeted Item: Yes      Budget Amendment Needed: No  
WPCF: \$70,000



RESOLUTION #233-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE 2020 ROOFING IMPROVEMENTS REBID PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Hawkeye Enterprise Roofing & Coating of Cincinnati, Iowa in the amount of \$111,263.00; 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 Hawkeye Enterprise Roofing & Coating of Cincinnati, Iowa for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15<sup>th</sup> day of October 2019.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:

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

*\*Tabled - will be brought to next meeting 11.5.19.*

**SECTION 00500**  
**CONTRACT**

THIS AGREEMENT, made and entered into this **October 15, 2019** by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Hawkeye Enterprise Roofing and Coating 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: **2020 Roofing Improvements 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 **May 15, 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 **\$111,263.00** 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 \$500,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$2,000,000 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 one (1) 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 Pro Tem

ATTEST:

\_\_\_\_\_  
Title City Clerk

Hawk Eye Enterprises Roofing and Coating  
Contractor  
By Eros Miller  
Title owner  
Address 16393 584th Street

City, State, Zip Cincinnati, IA 52349



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2019

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).

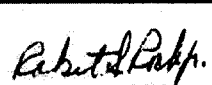
<b>PRODUCER</b> The Contractors Choice Agency, Inc PO Box 13645  Chandler AZ 85249		<b>CONTACT NAME:</b> Tracy Johnson <b>PHONE (AC No. Ext):</b> (800) 918-3584 <b>E-MAIL ADDRESS:</b> Tracy@contractorschoiceagency.com <b>FAX (AC No.):</b> (855) 336-7189	
<b>INSURED</b>  Hawkeye Enterprise Roofing and Coating LLC 16383 584th Street  Cincinnati IA 52549		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Scottsdale Insurance Co NAIC # 41297 <b>INSURER B:</b> Travels P&C Company of America 25674 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1811539791      **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 SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		RBS0019664	03/06/2019	03/06/2020	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/CP AGG \$ 1,000,000 Employee Benefits \$
	<b>AUTOMOBILE LIABILITY</b> <input 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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED      RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	1K681404	10/29/2018	10/29/2019	PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  City of Ottumwa 105 East 3rd St  Ottumwa IA 52501	<b>CANCELLATION</b>  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  
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FILED

2019 OCT 10 PM 1:17

CITY CLERK  
OTTUMWA, IA

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: October 15, 2019

Parks Department  
Department

Alicia Bankson  
Prepared By  
*Gene Rathje*  
Department Head

*Tom Lopez*  
City Administrator Approval

AGENDA TITLE: Resolution #234-2019. Approving the contract, bond, and certificate of insurance for the Beach Phase 4, Shade Structures Installation.

\*\*\*\*\*

\*\*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 #234-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with ACCO Unlimited Corporation of Johnston, Iowa, for the above referenced project and are now on file with the City Clerk. This project was awarded at the October 1, 2019 City Council Meeting in the amount of \$99,535.70

Engineer's Opinion of Cost: \$100,000.00

Phase 4 Project Cost Summary to Date:

Public Improvement Contracts:

Wave Generation Equipment	\$	115,375.00	(complete)
Wave Generation Equipment Installation	\$	34,609.90	(complete)
Wave Generation Blower and Motor Repair	\$	8,026.76	(complete)
Slide Repair/Restoration	\$	66,500.00	(in progress)
Slide Structural Support Repainting	\$	110,000.00	(in progress)
Volleyball Court Reconstruction	\$	75,000.00	(estimated)
New Shade Structure Installation	\$	99,535.70	(awarded)
<b>Total</b>	<b>\$</b>	<b>508,865.36</b>	

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

RFP's:

Kitchen Floor Resurfacing	\$	6,710.00	(in progress)
Overhead Door Replacement	\$	8,250.00	(complete)
Pool Netting and Rope Fencing Replacement	\$	9,983.88	(complete)
Walk-in Cooler Replacement	\$	16,419.83	(complete)
Storm Sewer Improvements	\$	35,000.00	(estimated)
Aluminum Entrance Door Repair	\$	15,000.00	(estimated)
Recirculating Pump Replacement	\$	8,538.43	(complete)
Wood Fencing Repair	\$	8,000.00	(estimated)
Final Landscaping and Seeding	\$	12,000.00	(estimated)
Dedication Plaque	\$	1,200.00	(estimated)
Portable Storage Building	\$	4,029.92	(complete)
Total	\$	<u>125,132.06</u>	

Total Phase 4 Costs:

Contracts	\$	508,865.36
RFP's	\$	<u>125,132.06</u>
Total	\$	633,997.42

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #234-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF  
INSURANCE FOR THE BEACH RENOVATIONS PHASE 4  
SHADE STRUCTURES INSTALLATION


WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to ACCO Unlimited Corporation of Johnston, Iowa in the amount of \$99,535.70 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 ACCO Unlimited Corporation of Johnston, Iowa for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15<sup>th</sup> day of October 2019.

CITY OF OTTUMWA, IOWA



---

Matt Dalbey, Mayor Pro Tem

ATTEST:



---

Christina Reinhard, City Clerk



**SECTION 00500**  
**CONTRACT**

THIS AGREEMENT, made and entered into this **October 15, 2019**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the **OWNER** and **ACCO Unlimited Corporation of Johnston, 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: "**Beach Renovations-Phase 4, Shade Structure Installations, 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 **May 15, 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 **\$99,535.70** 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 \$500,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$2,000,000 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 one (1) 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 Pro Tem

ATTEST:

Christa Reubard

Title

City Clerk

ACCO Unlimited Corporation

Contractor

By

Title

General Manager

Address 5105 NW Johnston Drive

City, State, Zip Johnston, IA 50131

**SECTION 00510**  
**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

ACCO Unlimited Corporation

**(Name of Contractor)**

5105 NW Johnston Drive, Johnston, IA 50131

**(Address of Contractor)**

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

Merchants Bonding Company

**(Name of Surety)**

6700 Westown Parkway, 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 Ninety-nine Thousand Five Hundred Thirty-five and 70/100  
(\$ 99,535.70 ) 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 7th day of October, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

**Beach Renovations-Phase 4, Shade Structure Installations, 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 7 day of October, 2019.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

Quinn Dillard  
(Witness as to Principal)  
5105 NW Johnston Drive  
Johnston IA 50131  
(Address)

Acco Unlimited Corporation  
Principal  
By Debra J. Haffner (s)  
5105 NW Johnston Drive  
Johnston IA 50131  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

Walter Pearson  
Witness as to Surety  
12345 University Avenue  
Des Moines, IA 50325  
(Address)

\_\_\_\_\_  
Merchants Bonding Co (s)  
Surety

By Margaret A. Pope  
Attorney-in-Fact  
Margaret A. Pope  
12345 University Avenue  
Des Moines, IA 50325  
(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**

KNOW ALL PERSONS BY THESE PRESENTS: that

ACCO Unlimited Corporation  
(Name of Contractor)

5105 NW Johnston Drive, Johnston, IA 50131

(Address of Contractor)

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

Merchants Bonding Company  
(Name of Surety)

6700 Westown Parkway, 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 Ninety-nine Thousand Five Hundred Thirty-five and 70/100  
(\$ 99,535.70) 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 7th day of October, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

**Beach Ottumwa-Phase 4, Shade Structure Installations, 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 7th day of October, 2019.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

Jessica Z. Bellard  
(Witness as to Principal)  
5105 NW Johnston Dr  
Johnston IA 50131  
(Address)

Acco Unlimited Corporation  
Principal  
By Nelka J. Coffman (s)  
5105 NW Johnston Drive  
Johnston IA 50131  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

Nick Pearson  
Witness as to Surety  
12345 University Avenue  
Des Moines, IA 50325  
(Address)

Merchants Bonding Co (s)  
Surety

By Margaret A. Pope  
Attorney-in-Fact  
Margaret A. Pope  
12345 University Avenue  
Des Moines, IA 50325  
(Address)

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/7/2019

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).

<b>PRODUCER</b> License # 1001001193 The Dana Company 12345 University, Ste 300 Des Moines, IA 50325	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (515) 224-4391 FAX (A/C, No): (515) 224-4955 E-MAIL ADDRESS: info@thedanaco.com
<b>INSURED</b> ACCO Unlimited Corp. ACCO Trails 5105 NW Johnston Drive Johnston, IA 50131	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: United Fire Group NAIC # 13021 INSURER B: 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	60045264	4/7/2019	4/7/2020	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
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		60045264	4/7/2019	4/7/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A X	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 0		60045264	4/7/2019	4/7/2020	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) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		60045264	4/7/2019	4/7/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 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: City of Ottumwa, Iowa is listed as an additional insured as required by contract

<b>CERTIFICATE HOLDER</b> City of Ottumwa 105 E Third Street Ottumwa, IA 52501	<b>CANCELLATION</b> 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 

FILED

2019 OCT 10 PM 1:17

CITY OF OTTUMWA

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: October 15, 2019

Chad Carlson

Prepared By

Public Works Department

Department

Larry Seals

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #237-2019. Approve purchase of a 2019 Dodge Ram 1500 Crew Cab in the amount of \$24,306.00 from Stew Hanson Dodge.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution #237-2019.

DISCUSSION: This purchase is to replace an existing 2008 Ford F-150 Supercab pickup. The existing truck was purchased in 2008 and has 101,696 miles on it. This unit has become a high maintenance item and was evaluated on September 26, 2018 with a recommendation to be replaced. The Fleet Committee agreed with the recommendation at its meeting held on November 29, 2018. Specs and costs were later approved at the Fleet Committee Meeting held on May 15, 2019.

Bid packets were distributed and four (4) bids were received. (See attached bid tab). Stew Hanson Dodge submitted the best bid of \$24,306.00. This is a budgeted item for FY 19/20. The existing Ford F-150 will be sold at auction.

Budgeted Amount: \$39,690.00

Source of Funds:

Budgeted Item: Yes

Budget Amendment Needed:



RESOLUTION #237-2019

A RESOLUTION APPROVING THE PURCHASE OF A 2019 DODGE RAM 1500 CREW CAB IN THE AMOUNT OF \$24,306.00 FROM STEW HANSON DODGE.

WHEREAS, This purchase will replace an existing 2008 Ford F-150 Supercab pickup which was evaluated on September 26, 2018 and recommended for replacement; and

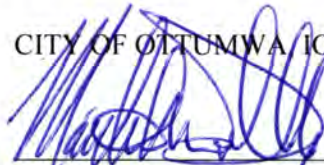
WHEREAS, The Fleet Committee agreed with the recommendation at its November 29, 2018 meeting and approved specs at its May 15, 2019 meeting; and

WHEREAS, Bids were solicited for this replacement and Stew Hanson Ford was the best bid at cost of \$24,306.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Purchase of a 2019 Dodge Ram 1500 Crew Cab from Stew Hanson Dodge for the amount of \$24,306.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15<sup>th</sup> day of October 2019.

CITY OF OTTUMWA, IOWA



---

Matt Dalbey, Mayor Pro Tem

ATTEST:



---

Christina Reinhard, City Clerk

**BID TAB- 1/2 Ton 4x4 extended cab truck**  
**October 3, 2019**

	1/2 Tn 4x4 extended cab truck	3% local incentive	Local Purchase Equivalent (3%)
Stew Hanson Dodge	\$24,306.00	NA	NA
Vaughn Automotive	\$26,651.00	\$799.53	\$25,851.47
Charles Gabus Ford	\$32,326.00	NA	NA
Bob Brown	\$32,551.62	NA	NA

Prepared By: \_\_\_\_\_

FILED

CITY OF OTTUMWA

2019 OCT 10 PM 1:17

Staff Summary

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

Council Meeting of: October 15, 2019

Chad Carlson

Prepared By

Public Works Department

Department

Larry Seals

Department Head

*Tommy Seals*  
City Administrator Approval

AGENDA TITLE: Resolution #238-2019. Approve purchase of a ProTech Snow pusher in the amount of \$4,360.50 from Martin Equipment.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution #238-2019.

DISCUSSION: This is a purchase of a snow pusher. A snow pusher is used for snow pickup operations as well as snow clearing operations in difficult to plow areas such as parking lots with medians and the downtown areas with curb bump outs. This new pusher will come with Poly Wear Shoes needed for work on Brick pavers in the Canteen alley, Jefferson Parking Lot and the downtown Streetscape project.

The total cost for the snow pusher is \$4,360.50 and includes the Snow Pusher, the John Deere mounting adaptor and Poly wear shoes. This item will be purchased with remaining funds from the compact skid loader budget.

Budget: \$90,000.00 – Budgeted Skid Loader w/Cold Planer attachment  
\$74,510.00 – Purchased Skid Loader w/Cold Planer attachment  
\$15,490.00 – Budget balance to purchase Snow Pusher

Source of Funds: Fleet Replacement Funds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #238-2019

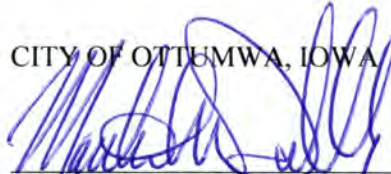
A RESOLUTION APPROVING THE PURCHASE OF A PROTTECH SNOW PUSHER IN THE AMOUNT OF \$4,360.00 FROM MARTIN EQUIPMENT.

WHEREAS, This is a purchase of a snow pusher used for snow pickup operations and as well as snow clearing operations in difficult to clear areas; and



WHEREAS, A quote was received from Martin Equipment for the amount of \$4,360.50 which includes the snow pusher, mounting bracket and Poly skid shoes

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Purchase of a ProTech snow pusher from Martin Equipment for the sum of \$4,360.50 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15<sup>th</sup> day of October 2019.

CITY OF OTTUMWA, IOWA  
  
\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:

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

Chris R

D-1

Date: 10-11-19

Memo to Council

Re: FBO operations

From: Tom Lazio

On October 11, 2019, Matt Dalbey and I met with Tom Keck at his office to discuss his FBO operations at our airport. He shared with us his income/expense statement for Archangel from Jan 1, 2019 through September 30, 2019. His statement shows a negative \$19,286.76 for the nine months of this year.

After some general discussion, Mr. Lazio offered to take a proposal to the Council on 10-15-19 to forgive the rent (\$783.33/mo.) or \$9400.00/year for the entire 2019 year. Mr. Lazio shared that he wanted to offer that before but was told by the Administrator not to say anything unless Mr. Keck asked for more relief. (See the memo to Council date of 6-5-19 which was never shared with them.)

I am recommending that the Council forgive the entire yearly rent of \$9400.00 from Archangel and that we come back to the Council with year-end figures and review and amend the contract going forward. We want to keep this FBO and hope to help them stay viable and renew their contract in 2021.

We agreed to get back together on Wed, Feb. 5, 2020 to discuss the contract and what could be worked out for our mutual benefit.

Sent out  
10-11-19

Council Letter regarding FBO contract

6-5-19

Dear Council,

City staff met with Tom Keck of Archangel to review the contract and to discuss the financial impact the rebuild of runway 13-31 is having on the FBO. After some discussion about the contract, Mr. Keck agreed to replace a rental plane at the airport. Part of the contract requirements.

Mr. Keck went on to share 2 years of history on the sale of fuel. He also showed projections of fuel sales based on this years' experience since the construction started. Needless to say, the sales are off significantly. This loss during the peak flying season (April through September) will not be able to be made up after the runway reopens this fall. Mr. Keck reported that he will lose approximately \$7,000.00 a month from April through the reopening in September. That is equal to a \$42,000.00 loss this year for the FBO.

Archangel pays the City \$783.33 per month for rent of the facilities (9400.00/yr.) During our discussions, Andy offered to waive the rent for 6 months (\$4699.98). We told him that the staff would go back and see if there was anything else we could do to lessen his loss.

In light of the loss projected by Mr. Keck and the desire to keep him whole, I am recommending that the Council direct Andy Morris to waive the entire annual rent of \$9400.00 for this year. We want to keep the FBO solvent and want them to renew their contract when it comes up.

I would be happy to visit with you about this issue at any time.

Mayor Tom Lazio

ARCHANGEL SERVICES, LLC.  
Income Statement - YTD

10-6-19

Actual From Jan 01,2019  
To Sep 30,2019

INCOME

SALES TO WINGER

OTHER SALES

FUEL SALES	\$249,239.20
AIRCRAFT RENTAL	\$1,121.08
HANGER RENTALS	\$53,868.56
MISC SALES	\$1,217.53
MECHANIC SALES	\$244.48

TOTAL INCOME \$305,690.85

DIRECT COSTS

Labor \$71,404.98

TOTAL DIRECT COST \$71,404.98

GROSS PROFIT \$234,285.87

OVERHEAD COSTS

AVFUEL Credit Card Fees	\$4,690.86
Plane & Car License/Fees Exp	\$23.00
Airplane Parts Expense	(\$87.38)
FBO Equipment & Repairs Expense	\$2,005.92
Airplane Repair & Maintenance	\$3,880.00
Non AVFUEL Gas & Oil	\$858.24
AVFUEL	\$194,731.90
Flow Fee	\$4,469.64
Leased Equipment Expense	\$3,881.77
Small Tools Expense	\$36.00
Office Supplies Expense	\$1,707.91
Depreciation Expense	\$16,800.00
FBO Utilities	\$7,903.27
Postage Expense	\$50.00
Advertising Expense	\$309.83
Contributions Expense	\$781.08
Interest Expense	\$13,721.78
Penalties & Fines	\$15.58

ARCHANGEL SERVICES, LLC.  
Income Statement - YTD

Actual From Jan 01,2019  
To Sep 30,2019

Bank Charges Expense	\$277.99
Group Insurance Expense	(\$1,483.50)
Legal & Audit Fees	\$1,700.00
Shop Supplies Expense	\$15.59
Suspense	<u>(\$2,716.85)</u>
TOTAL OVERHEAD	\$253,572.63
NET OPERATING PROFIT	<u>(\$19,286.76)</u>
OTHER INCOME	
Other Income	\$42,412.47
NET PROFIT	<u>\$23,125.71</u>





# Greater Ottumwa Convention and Visitors Bureau October 2019 UPDATE



# GROUP SALES INITIATIVES

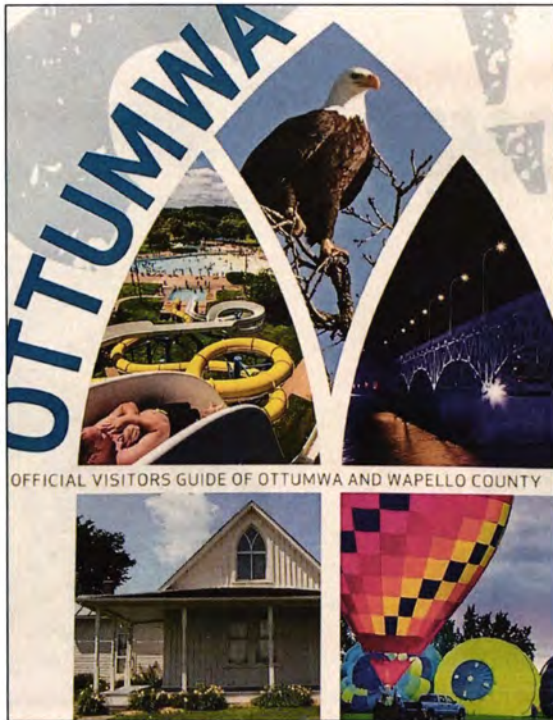
The screenshot shows the 'meetingpages' website for the Ottumwa Convention and Visitor's Bureau. The header includes navigation links for 'Find Venues', 'Find Suppliers', 'Explore Destinations', and 'Tips & Tools'. The main content area features a large image of the Steel Bridge at night. Below the image is a contact card for Andy Wartenberg, Director, with a phone number (319) 684-4303. The card includes buttons for 'Contact Us', 'Visit Website', 'View Brochure', and 'Send Event RFP or Request Info'. There are also social media icons for Facebook, Twitter, Pinterest, YouTube, and Instagram. Text on the page describes the bureau's location, meeting venues like the Steel Bridge and Grand Ballroom, and accommodation options.

- RFPs
- Group Sales Video
- Partnership with BVC Digital Advertising
- Digital Welcome Packs
- Meeting Planner FAM Trip

AMERICAN PLANNING ASSOCIATION - IOWA CHAPTER  
2021/2022 CONFERENCE PROPOSAL | OTTUMWA



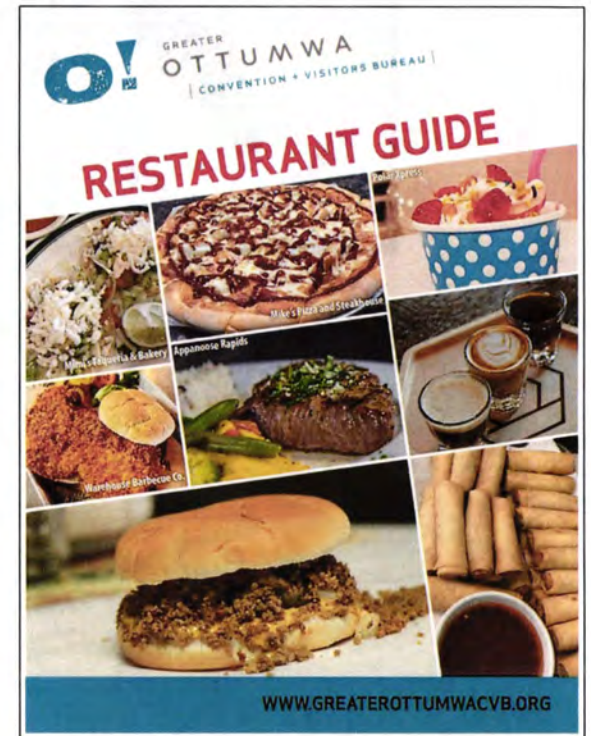
# UPDATED MARKETING MATERIAL



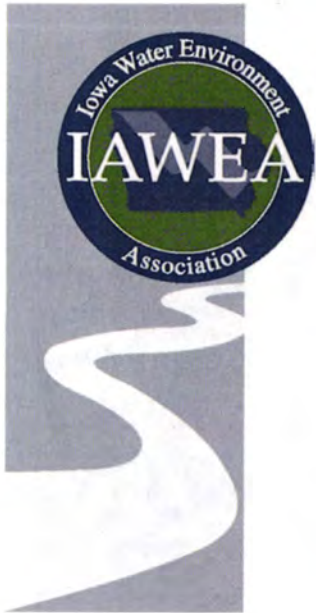
Visitor Guide: Cover, Content



Press Kit for the Iowa Caucuses



Restaurant Guide: Content, Photos



Midwest Travel  
Network  
#MWTravel



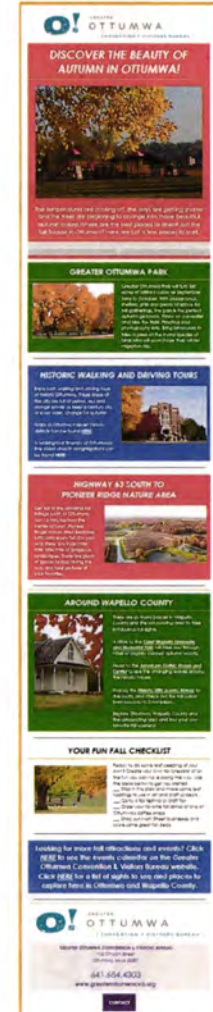
Diocese of  
Davenport

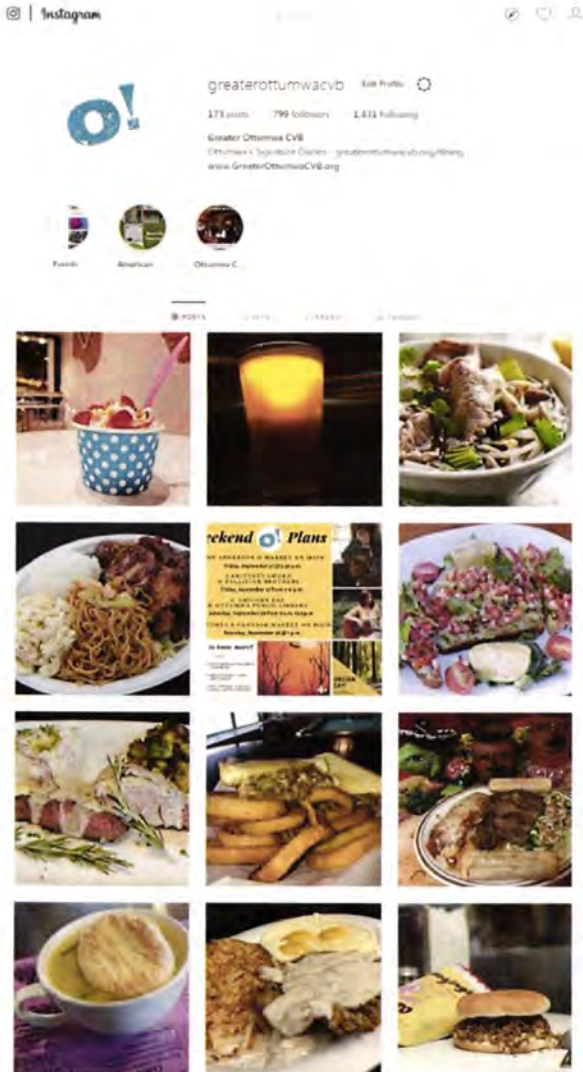




# Digital Marketing Campaign

1. E-Mail Blasts – Sales Promotion and Event Support
2. Facebook Events and Sales Promotion
3. Iowa Tourism Listings.





# Signature Dish Restaurant Instagram Campaign

In September, the CVB hosted the Ottumwa’s Signature Dishes Instagram Campaign. In partnership with Main Street Ottumwa, the CVB featured 10 Main Street restaurants, sharing their signature dishes and the stories behind them. This gave Ottumwans and visitors alike the opportunity to learn about at least one dish available in a restaurant they had never visited before, encouraging them to explore the city’s diverse culinary community.

In addition, 14 locally owned restaurants from outside the Main Street Corridor participated during the month-long campaign.

**This campaign alone gained the CVB more than 55 new Instagram followers and more than 6,100 engagements.**

## EVENT SUPPORT

The CVB Provided Marketing and Sales Support For More Than  
250 Events in FY 2018



## CVB MARKETING PARTNERSHIPS

- MAJOR LEAGUE EATING
- HALLOWEENAPALOOZA
- O! WINE STROLL FUNDRAISER
- OCTOBERFEST
- YOUNG PROFESSIONALS CONFERENCE
- IOWA MISSOURI FORD CLUB





## FESTIVAL/EVENT ECONOMIC IMPACT MODEL MAJOR LEAGUE EATING CONTEST

Total attendance: 2,600

Percentage non-local attendees:  
(outside 52501 zip code) 17%

Percentage out of state attendees: .04%

Total spent with vendors at event: \$5,486

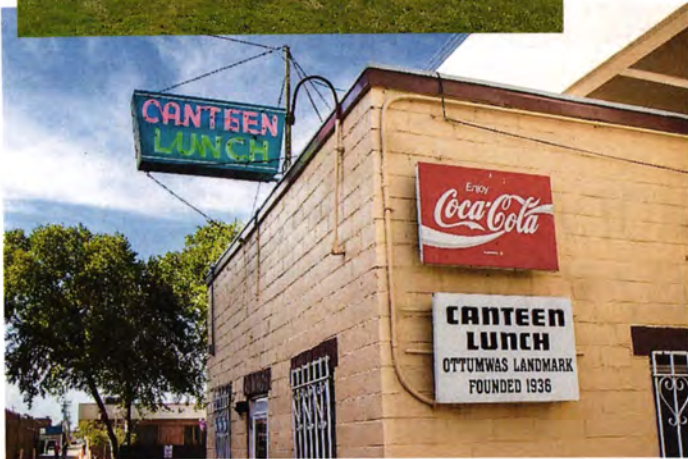
Total spent at food service and drinking  
establishments outside event: \$3,021

Estimated hotel stays revenue: \$7,792  
(58 room nights)

Community Impact estimate: (direct +  
indirect + induced) using conservative  
multiplier of 1.45 and subtracting event  
fees \$9,673.



# TRAVEL WRITERS/BLOGGERS FAM TRIP OCTOBER 21-23, 2019



Midwest Travel  
Network





## Gaming Initiatives

- Where's Walter
- Video Game Trail



# Regional Marketing

## Iowa Harvest and History Getaway

### October 1-3, 2020



**Des Moines +13%**

Dubuque -8%

Council Bluffs -10%

Fairfield -6%

Cedar Rapids +5%

Pella +3%

Waterloo -9%

Sioux City -12%

Davenport -6%

Ames +3%

Burlington +9%

Cedar Falls -7%

## Hotel – Motel Tax Comparative Distribution Summary 2018- 19

- Ottumwa: 2018: \$449,556.66  
2019: \$485,775.64 +8%

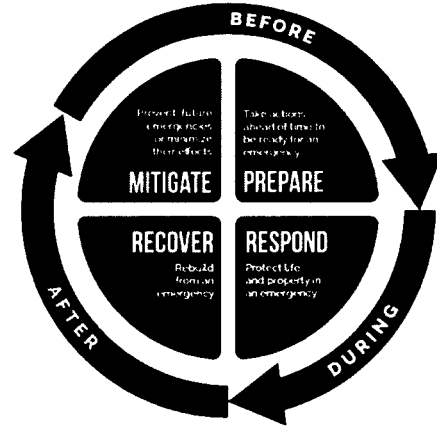


# Wapello County Hazard Mitigation Plan Update

## What is hazard mitigation?

Hazard mitigation is the effort to reduce loss of life and property by lessening the impact of natural disasters. It is most effective when implemented under a comprehensive, long-term mitigation plan.

State and local governments engage in hazard mitigation planning to identify risks and vulnerabilities associated with **natural disasters** and develop long-term strategies for protecting people and property from future hazard events. **Mitigation plans are key to breaking the cycle of disaster damage, reconstruction, and repeated damage.**



Hazard mitigation is only one area of emergency preparedness and management. FEMA hazard mitigation plans focus primarily on natural disasters. For more information regarding other types of mitigation planning please contact the Wapello County Emergency Management Coordinator.

## Developing hazard mitigation plans enables local governments to:

- Build partnerships for reducing risk between government, organizations, businesses, and public
- Identify long-term, broadly-supported strategies for risk reduction
- Align risk reduction with other state, tribal, or community objectives
- Identify implementation approaches that focus resources on the greatest risks and vulnerabilities
- Communicate priorities to potential sources of funding

**A FEMA-approved hazard mitigation plan is a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects.**

## Wapello County's Hazard Mitigation Plan Update

Wapello County's plan was adopted by each jurisdiction in 2015 and is set to expire in 2020. Wapello County Emergency Management has contracted with Area 15 Regional Planning Commission to review and update the plan to submit for approval to FEMA in 2020.

## What is required of our city to participate in the plan update?

To make the updating process simpler, Area 15 RPC and Wapello County EMA have developed an annual survey to be completed by municipalities. The yearly update will allow for data to be gathered before loss of information from turnover of staff and/or elected officials. It will also eliminate the need for additional meetings during the process!

A paper survey has been provided for review. Please take time to discuss the survey questions with applicable staff and elected officials to ensure the questions are answered as thoroughly as possible. Area 15 RPC will contact you with a survey link so submit your responses online.

## Questions? Please contact:

Holly Berg, Area 15 Regional Planner 641-814-8402; [holly.berg@area15rpc.com](mailto:holly.berg@area15rpc.com)  
 Tim Richmond, Wapello County EMC 641-814-8333; [ema@wapellocounty.org](mailto:ema@wapellocounty.org)

# Wapello County Hazard Mitigation Survey for Municipalities

Thank you for taking the time to ensure your municipality is included in the development of Wapello County Hazard Mitigation Plan Update. The following information is required from each jurisdiction in order to comply with the State of Iowa's Homeland Security and Emergency Management Department and Federal Emergency Management Agency's regulations.

If you have any questions, please contact Holly Berg, Regional Planner at Area 15 Regional Planning Commission at 641-814-8402 or [holly.berg@area15rpc.com](mailto:holly.berg@area15rpc.com).

1. Municipality

2. Name

3. Position

4. Phone Number

5. E-mail address

**Think about impacts hazards have made on your jurisdiction since 2012.**

6. Are there locations in your municipality that have been subject to damage from hazards which have occurred since 2012?

7. Please provide information about infrastructure, including roads, bridges, sewer facilities, and water mains that have been damaged by hazards since 2012.

8. What critical facilities (such as nursing homes or schools) in your municipality have been damaged by hazards since 2012?

**Please estimate the potential vulnerability of your municipality to the following hazards based on 1) frequency, 2) severity, 3) warning time, and 4) duration.**

Please note: some hazards included in the previous mitigation plan have been removed to align with current FEMA plan guidelines.

9. Dam Failure

- High Vulnerability
- Medium Vulnerability
- Low Vulnerability

10. Drought

- High Vulnerability
- Medium Vulnerability
- Low Vulnerability

11. Earthquake

- High Vulnerability
- Medium Vulnerability
- Low Vulnerability



12. Expansive Soils

- High Vulnerability
- Medium Vulnerability
- Low Vulnerability

13. Extreme Heat

- High Vulnerability
- Medium Vulnerability
- Low Vulnerability

14. Flash Flood

- High Vulnerability
- Medium Vulnerability
- Low Vulnerability

15. Landslide

- High Vulnerability
- Medium Vulnerability
- Low Vulnerability

16. River Flood

- High Vulnerability
- Medium Vulnerability
- Low Vulnerability

17. Severe Winter Storm

- High Vulnerability
- Medium Vulnerability
- Low Vulnerability

18. Sinkhole

- High Vulnerability
- Medium Vulnerability
- Low Vulnerability

19. Thunderstorm/Lightning/Hail

- High Vulnerability
- Medium Vulnerability
- Low Vulnerability

20. Tornado/Windstorm

- High Vulnerability
- Medium Vulnerability
- Low Vulnerability

**The following questions are related to your jurisdiction's operations.**

21. Please indicate which of the following your jurisdiction has in place:

- Comprehensive Plan
- Land Use Plan
- Capital Improvement Plan
- Parks & Recreation Plan
- Watershed Plan
- Emergency Operations/Evacuation Plan
- Economic Development Plan
- Transportation Plan
- Other (such as brownfields redevelopment, disaster recovery, etc.). Please specify.

22. Which, if any, of the above plans address natural hazards? Which, if any, of the above plans identify projects to include mitigation strategies and/or projects? Please describe any hazards or mitigation projects included in any of these plans.

23. Please check any of the following are currently implemented in your jurisdiction:

- Zoning Ordinance
- Subdivision Ordinance
- Building Code
- Building Permits
- Floodplain Ordinance
- Nuisance Ordinance
- Burning Regulations
- Hazardous Materials Regulations
- National Flood Insurance Program

24. When was your City Code of Ordinances last updated?

25. Of the above responses, are these codes/ordinances adequately administered and enforced? Are they current and up-to-date? Are there questions or concerns about the effectiveness of these codes/ordinances?

26. If your community has a building permit system: How many new residential building permits have been issued since 2012? How many residential housing units were demolished and/or removed since 2012?

27. Please list any mitigation related projects or activities your municipality has completed or begun in the last five years and/or any mitigation related projects or activities your municipality plans to begin soon. Please list these below and state whether or not the project was completed, is underway, is in the planning state, or has been discussed and proposed.

28. What, if any, ongoing operations in your municipality contribute to maintaining and increasing your community's hazard and disaster resiliency?

**Please list your service providers for the following services:**

29. Water

30. Sewer/Wastewater Treatment

31. Electric

32. Natural Gas

33. Telephone

34. Ambulance

35. Fire Protection

36. Police/Law Enforcement

**The following questions are related to your jurisdiction's facilities and infrastructure.**

37. Please provide the names, locations, and approximate peak numbers of people affected for important community services (hospitals, clinics, daycares, nursing homes, Rec Cross, Salvation Army, etc.).

38. Does your community have outdoor warning sirens? If yes, how many? If yes, who is responsible for activation? Who owns and maintains the sirens?

39. Does your community have public tornado shelters/saferooms? If so, please provide their addresses.

40. Does your community plan to construct any new facilities or infrastructure in the next 5 years? If so, please provide the facility name and the proposed locations, if known.

# CITY OF OTTUMWA

*Presentation on:*

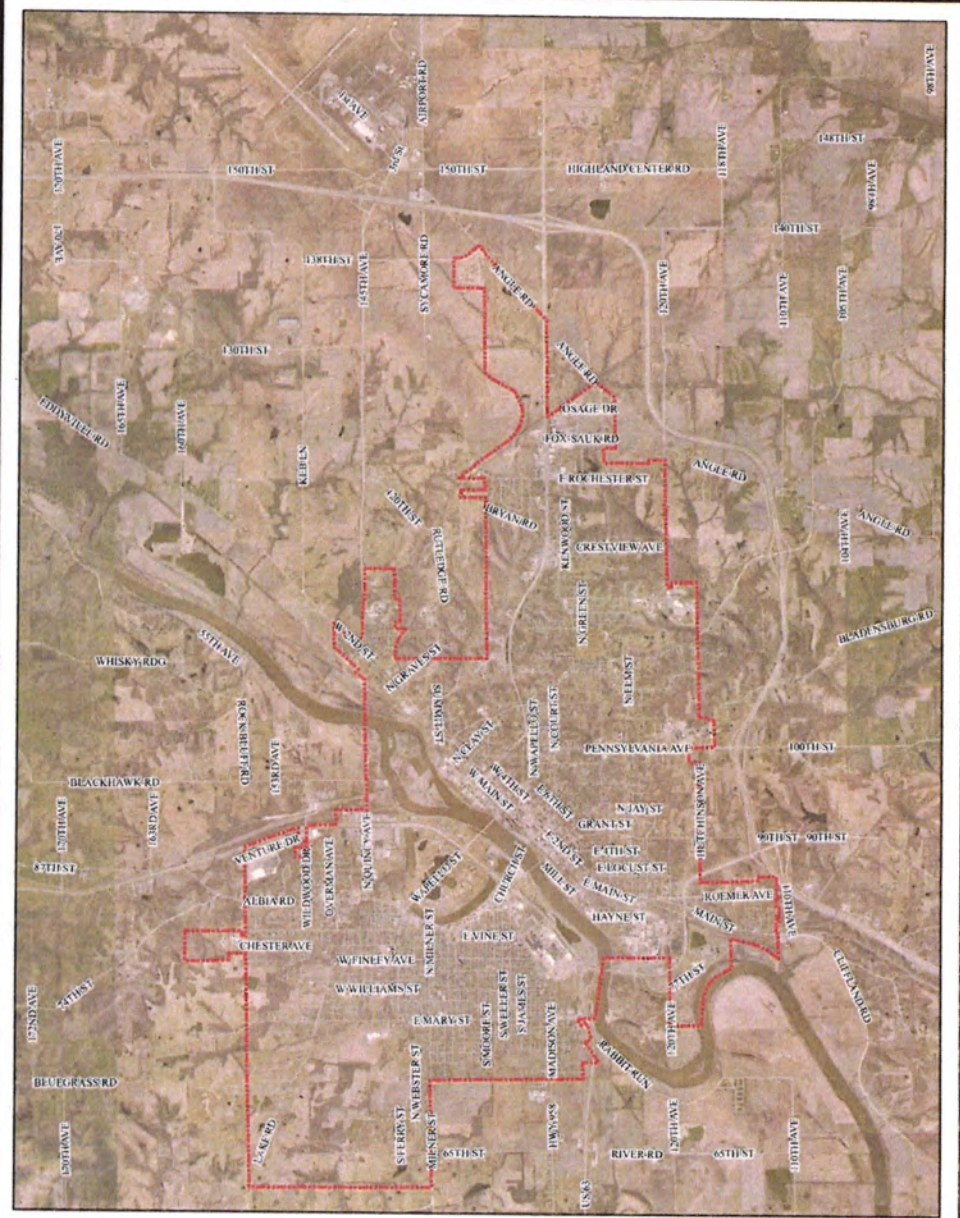
## Street Reconstruction

*Street Selection Process*



# Background Information

- The City of Ottumwa Corporate Limit encompasses an area of 16.65 Sq. Miles
- The City of Ottumwa maintains:
  - 320+ lane miles of hard surfaced streets
  - 53+ miles of improved/unimproved alleys
  - 158+ miles of Sanitary Sewer
  - 76+ miles of Storm Sewer
  - 3,704 manholes (as of last count)
  - 3,673 intakes (as of last count)



# Background Information

## BUDGETING

The City runs on an annual budget of approximately \$60 million

Heavy burden upon the City to support the EPA mandated Sewer Separation work

- Set Compliance Schedule (completion date of 2036)
- The total estimated cost of this effort is \$160,000,000
- To date, the City has spent approximately \$68,000,000.

Street Reconstruction/Resurfacing Budgets

- Road Use (\$850,000)
- LOST (\$1.2 million)
- CIP
  - FY 15 = \$1,990,000.00
  - FY 17 = \$2,790,312.00
  - FY 19 = \$3,100,000.00



# Goals of the Selection Process

- To preserve and/or improve the overall condition of city streets.
- To provide the best street condition for the largest number of drivers.
- To reduce maintenance costs.
- To use an objective and repeatable process.
- To coordinate street improvement in an efficient manner. The City runs on an annual budget of approximately \$60 million

The Department of Public Works considers a number of factors when determining the highest priority streets for reconstruction or resurfacing. The first two important factors are the "Remaining Service Life" and the traffic volume (average daily traffic) of the street.

To maximize the benefits of the paving program, the City prioritizes the streets with the lowest remaining service life and the highest average daily traffic.

We utilize two standard methods, the first review the Iowa Pavement Management Program (IPMP) which uses accurate past and projected pavement conditions to optimize cost effective decisions on roadway maintenance. (See attached example). This information along with visual inspection are used when selecting streets.

We then take into account recently completed work and future work including municipal and utility work. We then overlay our current federally mandated 25 year compliance schedule for areas of future known separation. In these areas the streets are deferred until the area is in the design stages.

As part of the detailed assessment process we review the condition of the sanitary sewer to determine if rehabilitation or replacement is required, this step dictates if resurfacing is possible or complete replacement is required.

We then review water main break history and coordinate with OWW for main replacement consideration. If the design will allow we locate new mains outside of pavement areas.

We then review all funding options to determine funding levels for each street classifications. One important factor to note is each funding source has specific uses and can be used on specific project types or street classifications. An example would be Statewide Transportation Improvement Program (STIP) use on minor arterial Milner Street (Burrhus to Mary) or Main Street (Jeff to Vine) or Traffic Safety Transportation Improvement Program (TSIP) used for improvements on the Richmond & Ferry and Albia Rd & Wapello Street intersections.

Once needs are determined and funding option identified we review if grant funds that are options. Street Replacement project schedules can be dependent on grant awards and have been delayed to be in a position to receive funds.

Other outside factors that have to be considered are plans from Community organizations such as Main Street Iowa and Legacy Foundation. Often these plans include infrastructure that the City is identified as providing funding.

As with most municipalities our infrastructure needs far exceed our revenues sources.

We then finalize a street project list with estimates and submit for council selection and approval.

# Criteria for Street Resurfacing

*The City uses a process that takes a number of factors into consideration before selecting streets to be improved. These factors include:*

- 1.) Sewer Separation 25 year compliance schedule
- 2.) Sewer Main condition
- 3.) Water main condition and break history
- 4.) Street Classification
  - Minor Arterial
  - Collector
  - Local
  - alley
- 5.) Traffic Volumes (may determine types of funding available)
  - Standard Traffic counts
  - Truck Counts

6.) Traffic Type

- Pedestrian
- Trails
- Auto
- heavy truck

7.) Existing Street surface condition

- Type of Surface (PCC/HMA)
- Traffic Volumes (may determine types of funding available)
- Standard Traffic counts
- Truck Counts

8.) Type of Structure

- Urban Sections
- Rural Sections

9.) Change of Use

- Development Driven

10.) Emergency repair

- Utility failures (water mains/sewer mains)

# Past Street Work

2014 to 2018 (5 years)

## TOTAL STREET RESURFACING PROJECTS FROM 2014 TO 2018 (5 YEARS)

- 23.1 lane miles of street have been reconstructed or resurfaced through contracted projects at a cost of over \$15.6 million.





# Past Street Work

2009 to 2018 (10 years)

## TOTAL STREET RESURFACING PROJECTS FROM 2009 TO 2018 (10 YEARS)

- 59.2 lane miles of street have been reconstructed or resurfaced through contracted projects at a cost of over \$28.1 million.



# Past Street Work

1995 to 2018 (24 years)

## CONTRACTED PROJECTS

- 116.3 lane miles of street have been reconstructed or resurfaced through contracted projects at a cost of over \$41 million.

## IN HOUSE PROJECTS

- 52.4 lane miles of streets have been reconstructed or resurfaced through In-House projects at a cost of over \$6 Million.

## TOTALS (1995 to 2018)

= 168.7 lane miles

= \$47 million



# Street Reconstruction/Resurfacing

On an annual basis, the City of Ottumwa manages various Street Reconstruction and Resurfacing Projects. Project types include:

- 1.) Full Width, Full Depth PCC Reconstruction Projects
- 2.) Hot Mix Asphalt Overlay projects
- 3.) Street patching following underground utility work



# Street Reconstruction/Resurfacing

## 1.) Full Width, Full Depth PCC Reconstruction Projects

Full Width, Full Depth PCC Reconstruction typically includes:

- Full utility replacement including
  - a.) Sanitary Sewer
  - b.) Storm Sewer
  - c.) Water Main
  - d.) private utilities as necessary (electrical, gas, cable, etc.)
  
- Designed to meet current Street Design Standards
  
- Includes complete subbase preparation
  
- 30 year design life

\*\* This type of project is generally funded in part through a Grant.

# Street Reconstruction/Resurfacing

## 1.) Full Width, Full Depth PCC Reconstruction Projects



# Street Reconstruction/Resurfacing

## 1.) Full Width, Full Depth PCC Reconstruction Projects



*Before*



*After*

# Street Reconstruction/Resurfacing

## 1.) Full Width, Full Depth PCC Reconstruction Projects



*After*



03/09/2015 AM 09:47

*Before*

# Street Reconstruction/Resurfacing

## 2.) Hot Mix Asphalt Overlay Projects

Hot Mix Asphalt Overlay projects typically include:

- Milling existing street surface
- Laying base layer
- Laying surface layer
- No underground work
- Minimal/No subbase preparation
- 15 year design life



# Street Reconstruction/Resurfacing

## 2.) Hot Mix Asphalt Overlay Projects



# Street Reconstruction/Resurfacing

## 2.) Hot Mix Asphalt Overlay Projects



*After*

*Before*

**Thank You**

FILED

CITY OF OTTUMWA

Staff Summary

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

2019 OCT 10 PM 1:17

CITY OF OTTUMWA

Council Meeting of: October 15, 2019

Alicia Bankson

Prepared By

*Darryl Seals*

Department Head

Engineering  
Department

*Tom X. Spivey*  
City Administrator Approval

AGENDA TITLE: Approve the Agreement between the City of Ottumwa and Allendar Butzke Engineers, Inc. for Geotechnical Engineering Services in connection with CSO, Phase VIII, Division 1, Blake's Branch.

\*\*\*\*\*

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

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

RECOMMENDATION: Approve the agreement and authorize the Mayor to sign.

DISCUSSION: This agreement will provide for geotechnical engineering services for Phase VIII Division I of the sewer separation project. The service will include 7 bore locations and will vary in depth from 15' to 25'. The bore logs will be used to identify soil types, water table and if encountered rock elevations. This information will be provided in the plan sets and used to determine bid items.

This type of project is a moving operation and anticipated that single lane closure will be required.

The City Traffic Department crews will provide necessary traffic control.

Estimate \$7,600



## STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

**PROJECT NAME:** Blake's Branch Sewer **PN:** 191462  
**PROJECT ADDRESS:** S Birch, E Main, and S Elm Streets  
Ottumwa, Iowa  
**CLIENT:** City of Ottumwa - Attn: Larry Seals  
**ADDRESS:** 550 Gateway Drive  
Ottumwa, IA 52501

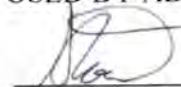
**SCOPE:** Geotechnical Exploration - Mobilization with truck mounted drilling equipment, utility locations (Iowa One Call), drill and sample 7 test borings 15 to 30 feet deep, laboratory testing, engineering analysis, and written report.

**COMPENSATION TERMS:** Total cost for above scope of services will be \$7,600.00. Consultation subsequent to completion of report at current engineering rates. We understand that the City of Ottumwa will mark boring locations, provide traffic control, and handle any public needs.

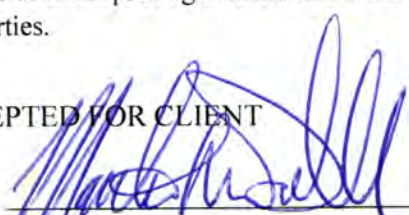
**REMARKS:** Field exploration could be scheduled to be conducted within one to two weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. Location of private utilities and service lines (if any) are the City's responsibility and should be properly marked prior to the drill crew arriving at the site.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

By:   
Stacy G. Brocka, P.E.  
Title: Senior Project Engineer  
Date: October 4, 2019

ACCEPTED FOR CLIENT

By:   
Matt Dalbey Printed Name  
Title: Mayor Pro Tem  
Date: October 15, 2019

**PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!**

## GENERAL CONDITIONS

PN 191462

**1. PARTIES AND SCOPE OF WORK:** Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, its successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

**2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

**3. SCHEDULING OF WORK:** The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

**4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

**5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

**6. RESPONSIBILITY:** ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

**7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

**8. PAYMENT:** Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within

thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

**9. STANDARD OF CARE:** ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

**10. LIMITATION OF LIABILITY:** SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$ 50,000.

**11. INDEMNITY:** Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

**12. TERMINATION:** This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

**13. WITNESS FEES:** ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

**14. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

**15. PROVISIONS SEVERABLE:** In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

**16. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

FILED

2019 OCT -9 AM 10:46

CITY OF OTTUMWA

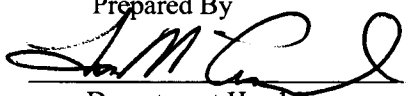
**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of : Oct 15, 2019

Mary Lou Donaldson

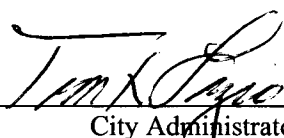
Prepared By



Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Requesting authorization to increase the Ottumwa Police Department's fleet of vehicles and accept the transfer of three (3) forfeited vehicles from the Southeast Iowa Inter-Agency Drug Task Force.

\*\*\*\*\*

\*\*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 Ottumwa Police Department to increase their fleet of vehicles and accept the transfer of three (3) forfeited vehicles from the Southeast Iowa Inter-Agency Drug Task Force.

DISCUSSION: These three (3) vehicles will be used in daily operations by the Ottumwa Police Department's investigations unit. The only cost to the City will be for licensing, insurance, and day-to-day maintenance.

The Police Department assisted the Task Force with a case that resulted in the seizure and forfeiture of a 2010 Dodge Journey, a 2013 Ford Explorer, and a 2015 Chevy Cruz. On September 30, 2019, the Southeast Iowa Inter-Agency Drug Task Force Executive Board approved the transfer of these three (3) forfeited vehicles to the Police Department.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

Due to these three (3) vehicles being forfeited, whenever it is determined they should be auctioned off, the proceeds will need to go into the Ottumwa Police Department's forfeiture fund.



FILED  
CITY OF OTTUMWA  
2019 OCT 10 PM 2:10  
Staff Summary  
CITY OF OTTUMWA  
**\*\* ACTION ITEM \*\***

Council Meeting of: October 15, 2019

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Alicia Bankson  
Prepared By  
*Alicia Bankson*  
\_\_\_\_\_  
Department Head

\_\_\_\_\_  
*Tom Regio*  
City Administrator Approval

AGENDA TITLE: Presentation on WPCF Change of Operations and Effect on Capacity.

\*\*\*\*\*

\*\*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: Provide a presentation and update for City Council members on WPCF change of operations and the effect on capacity.

DISCUSSION: Review the operational cost differences between operating the Ottumwa WPCF in ammonia nitrification process and the designed BOD removal process and compare plant capacity and process efficiency.

It was determined during the Head Works analysis which is required by IDNR that when the existing plant was operated in the ammonia nitrification mode this process reduced the plant loading capacity from the designed permitted load of 11,613 pounds of BOD based on approved IDNR mix-liquor strengths to 7,400 pounds. To continue in this operational mode and regain the original designed loading would have required the construction of additional tankage which was estimated between 3 to 3.5 million dollars. It was determined that by operating in the original BOD treatment mode that we could regain our design capacity, reduce our operating expenses, extend our useful equipment life and if in the future a need arises for additional load demand the plant could be rerated with limited capital investment.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

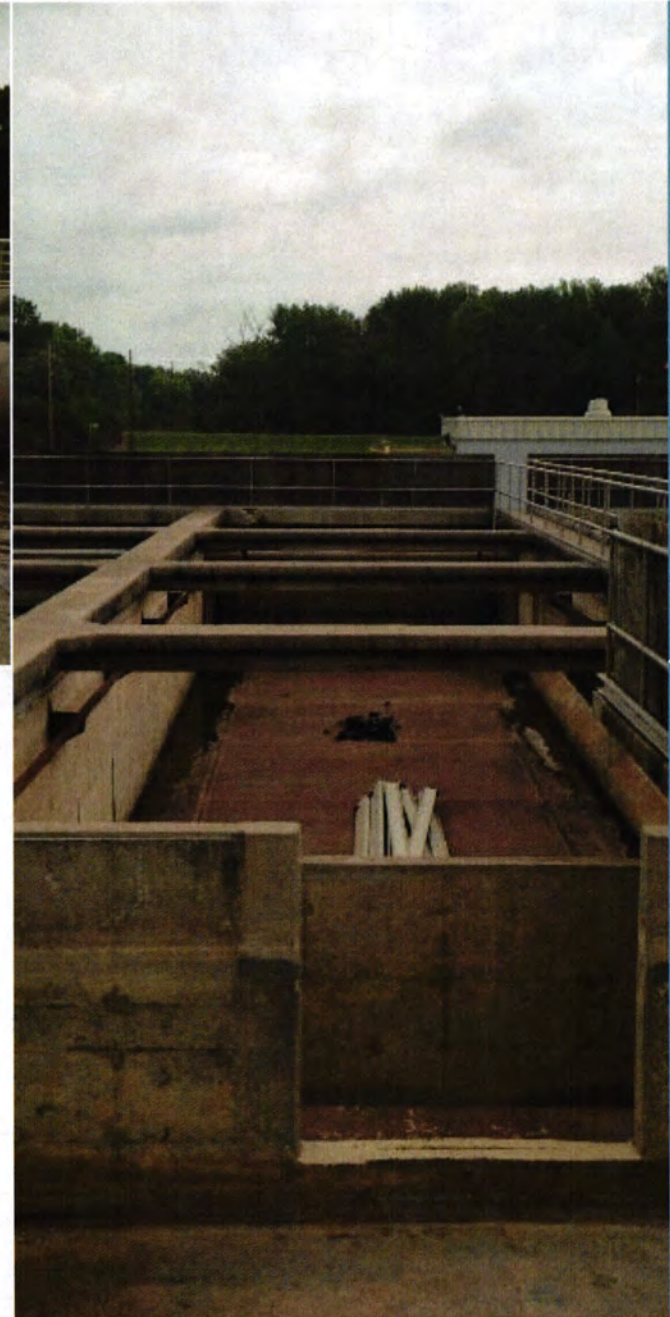
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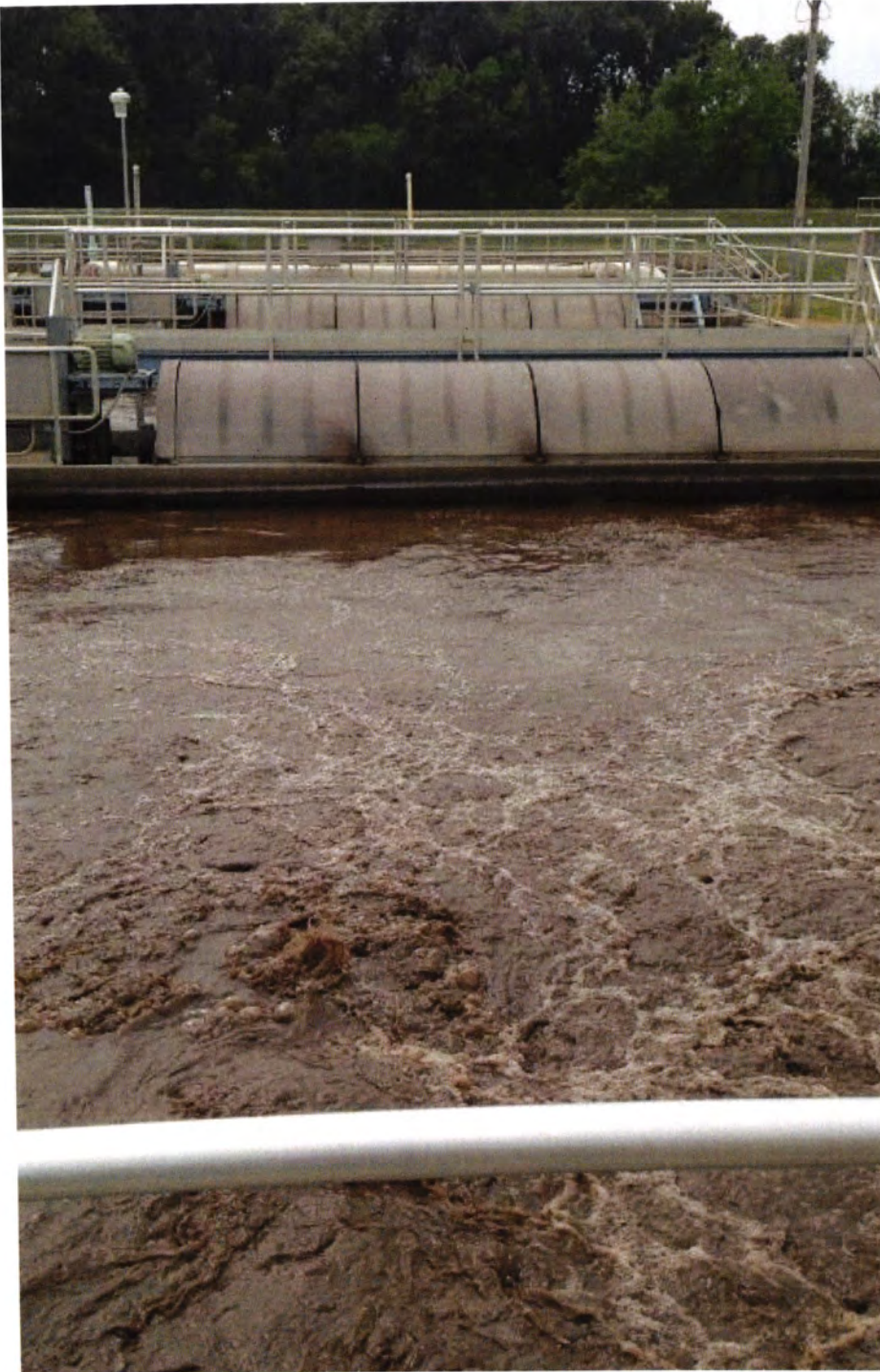


# Lessons Learned from Not Nitrifying

## Ottumwa WPCP

HDR





**01** Background

**02** Review Capacity  
Evaluation

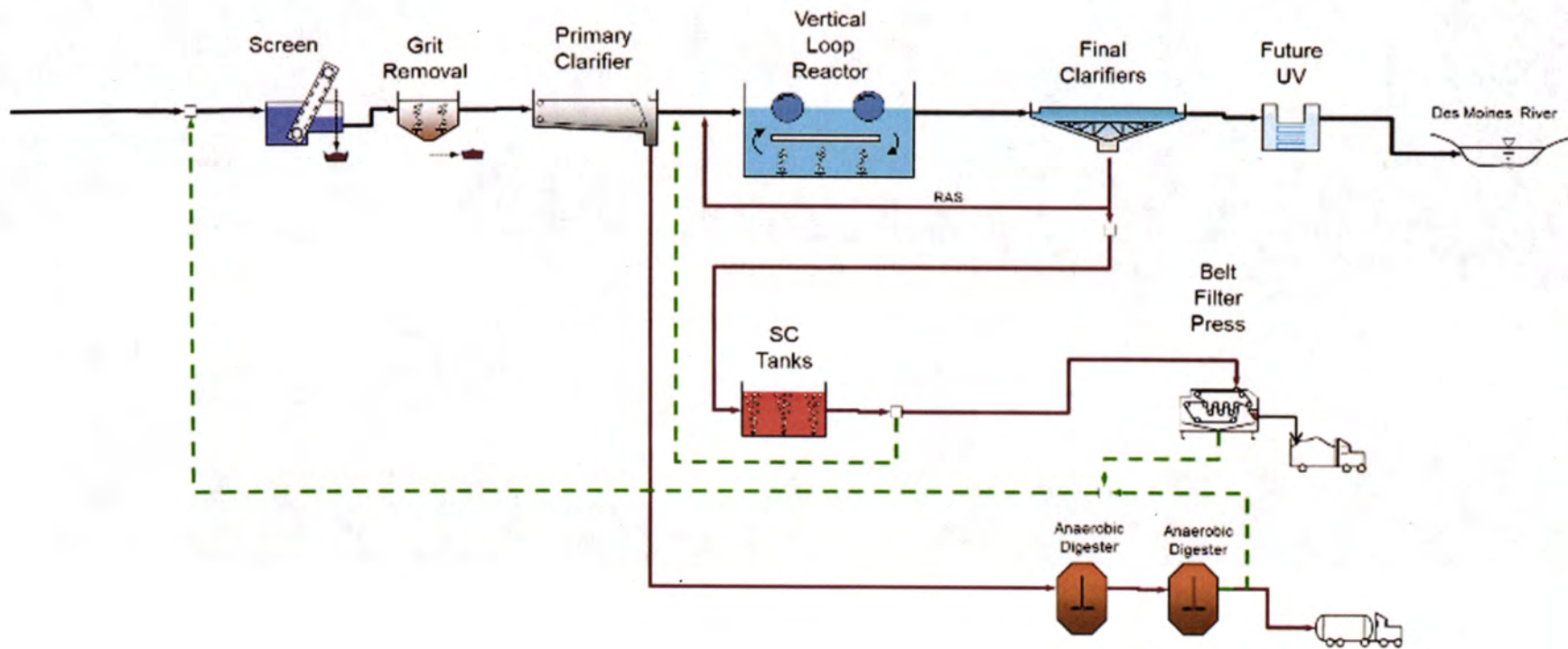
**03** Pilot Study

**04** Lessons Learned

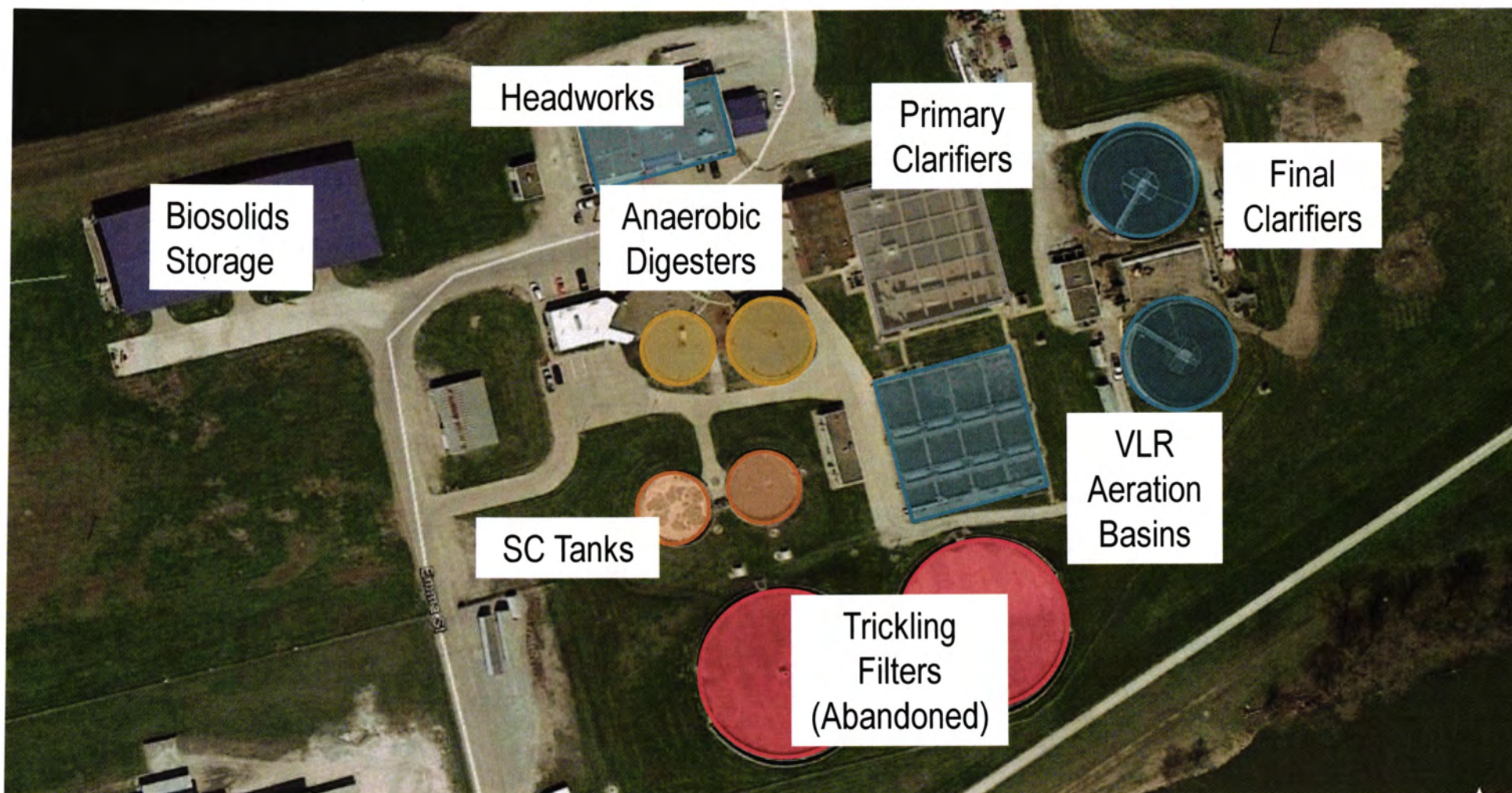


# 01 Background

# Plant Process Diagram

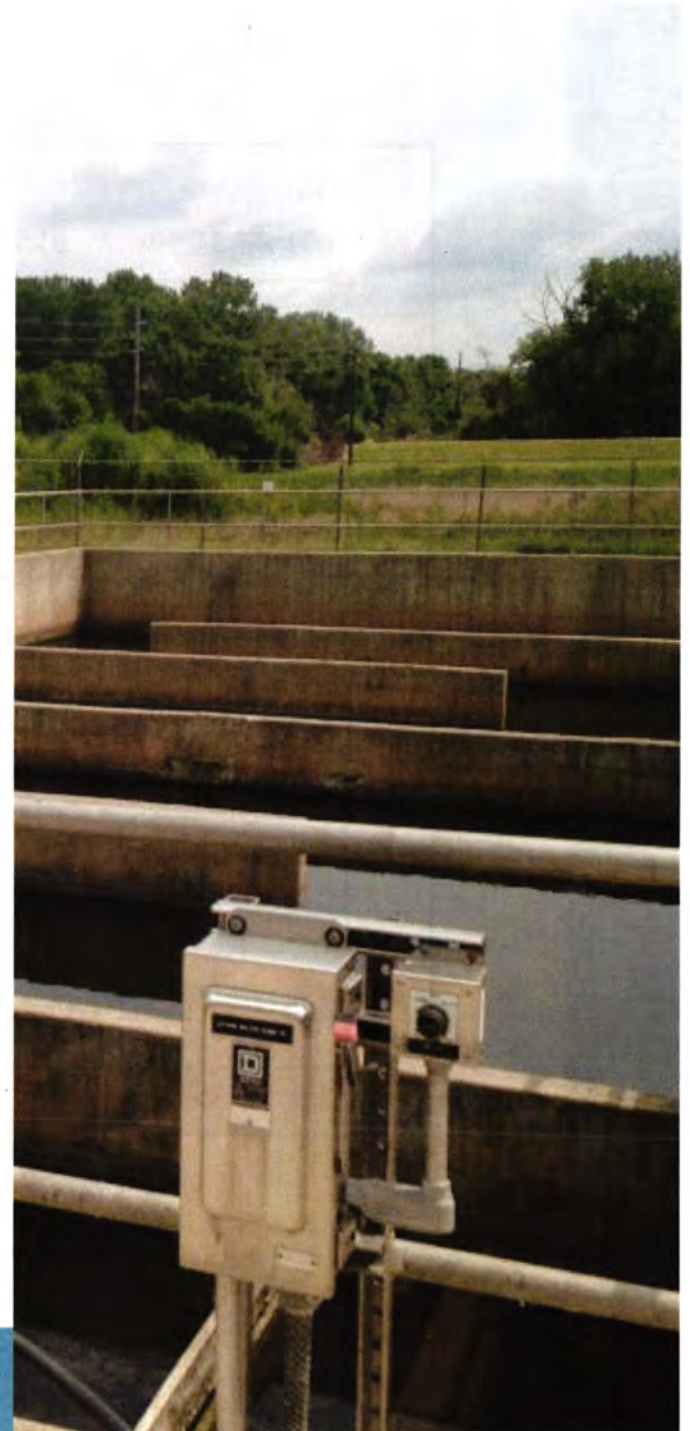


# Plant Overview



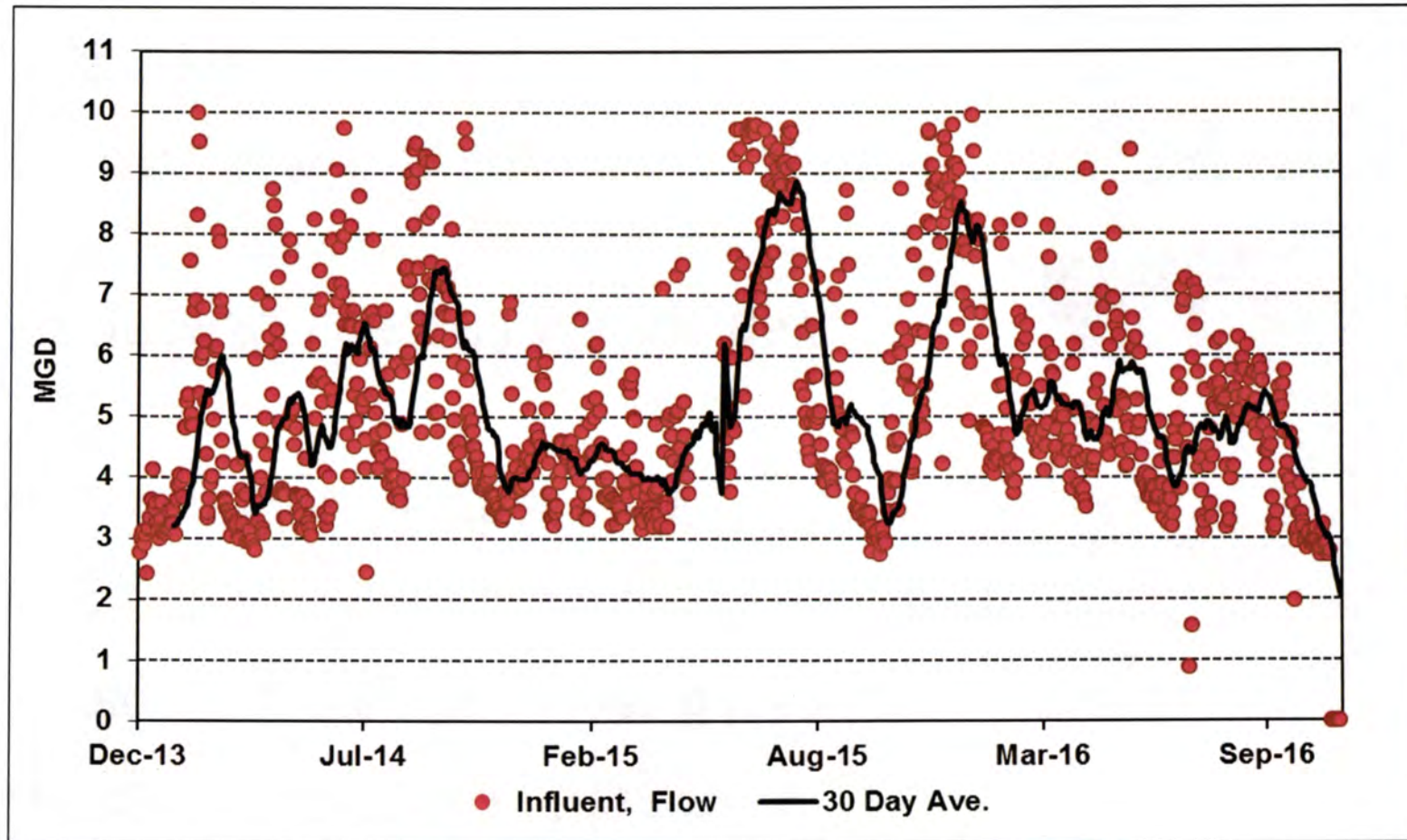
# Current Rated Capacity

- Average Dry Weather Flow: 6.0 MGD
- Average Wet Weather Flow: 10.0 MGD
- Maximum Wet Weather Flow: 12.5 MGD
- Design BOD Load: 11,600 lbs/day
  - BOD = Organic strength of the wastewater
  - At 10 MGD, BOD Concentration = 139 mg/L
- Design TKN Load: 2,247 lbs/day
  - TKN = Nitrogen portion of the wastewater
  - At 10 MGD, TKN Concentration = 27 mg/L

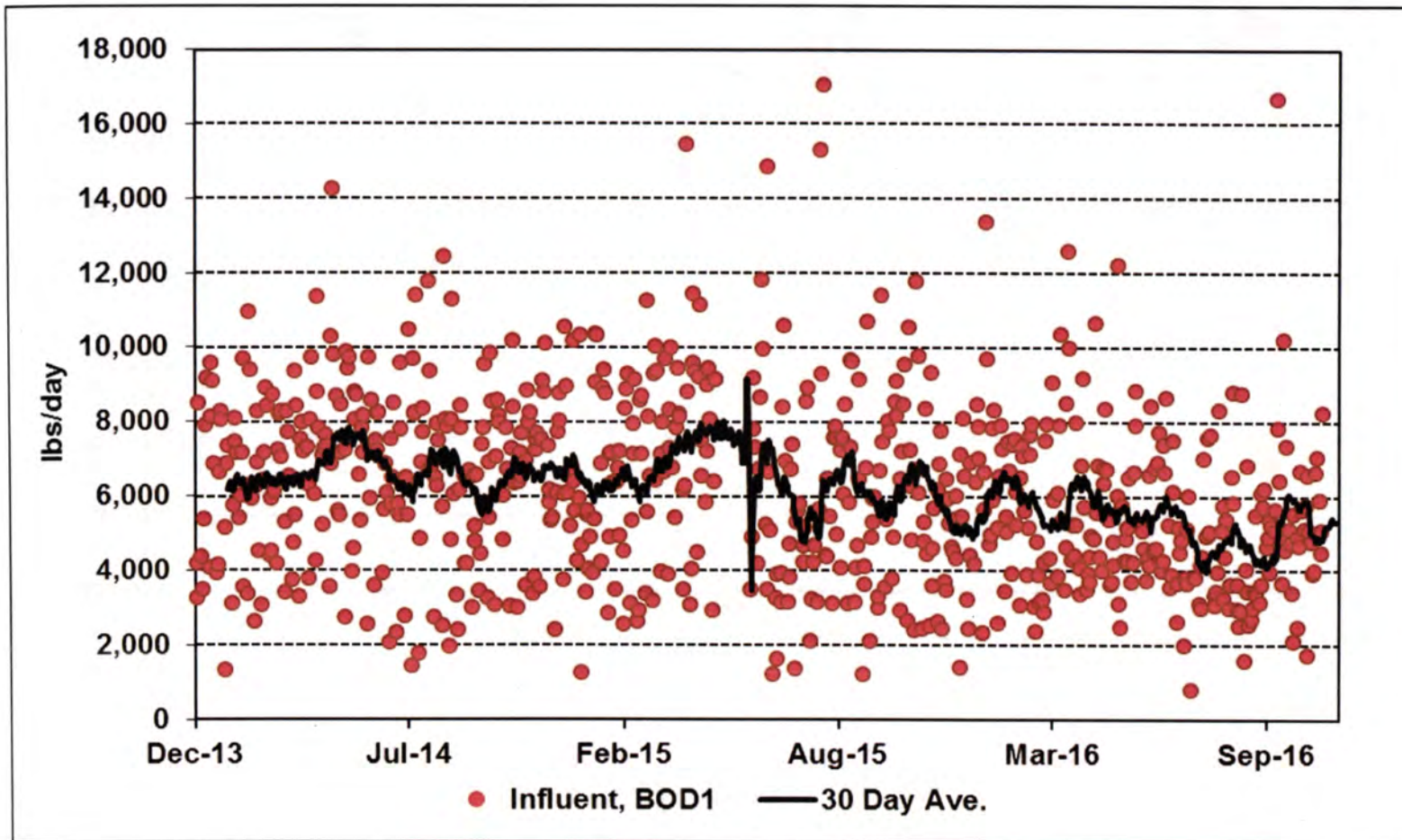




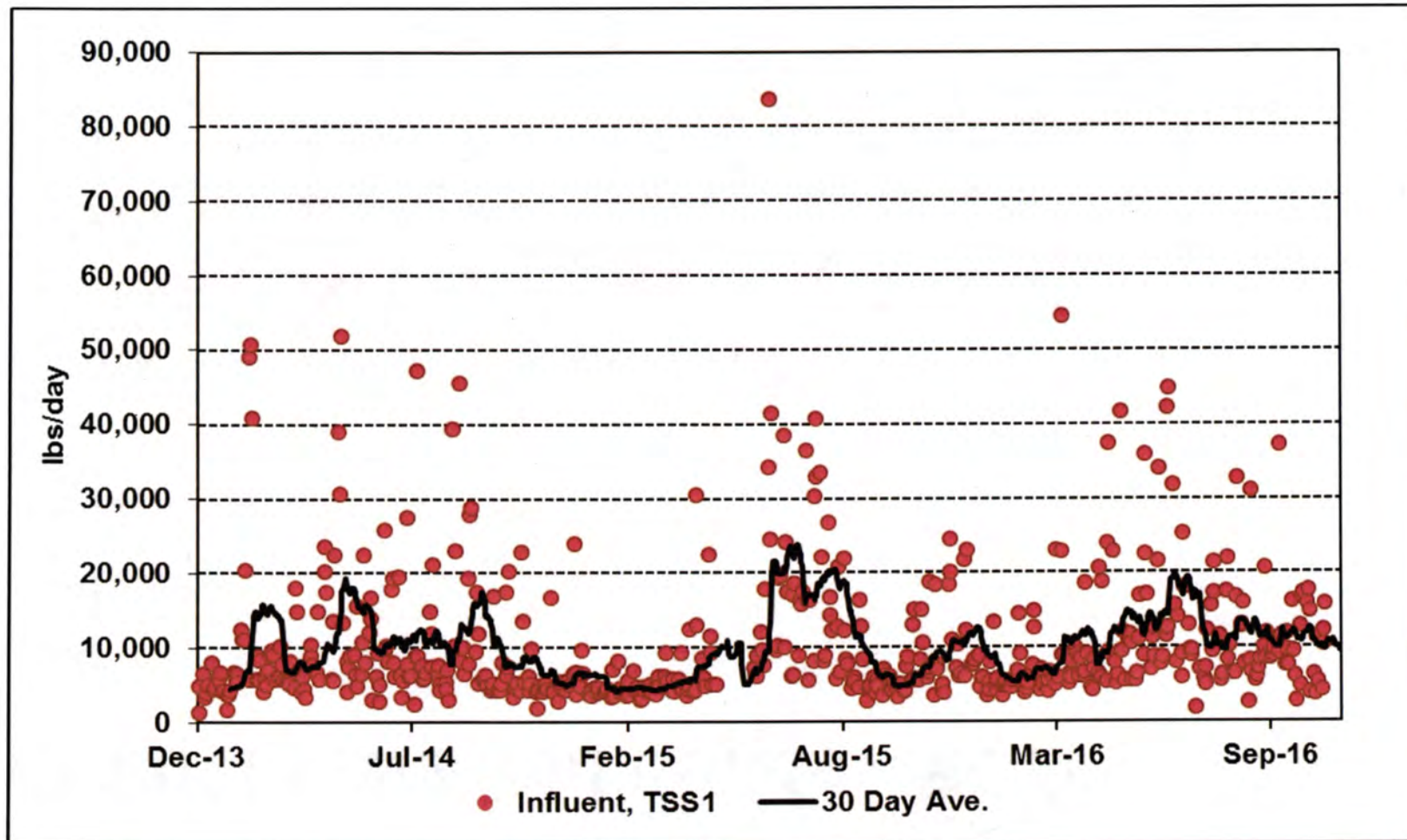
# Current Flows and Loads - Flow



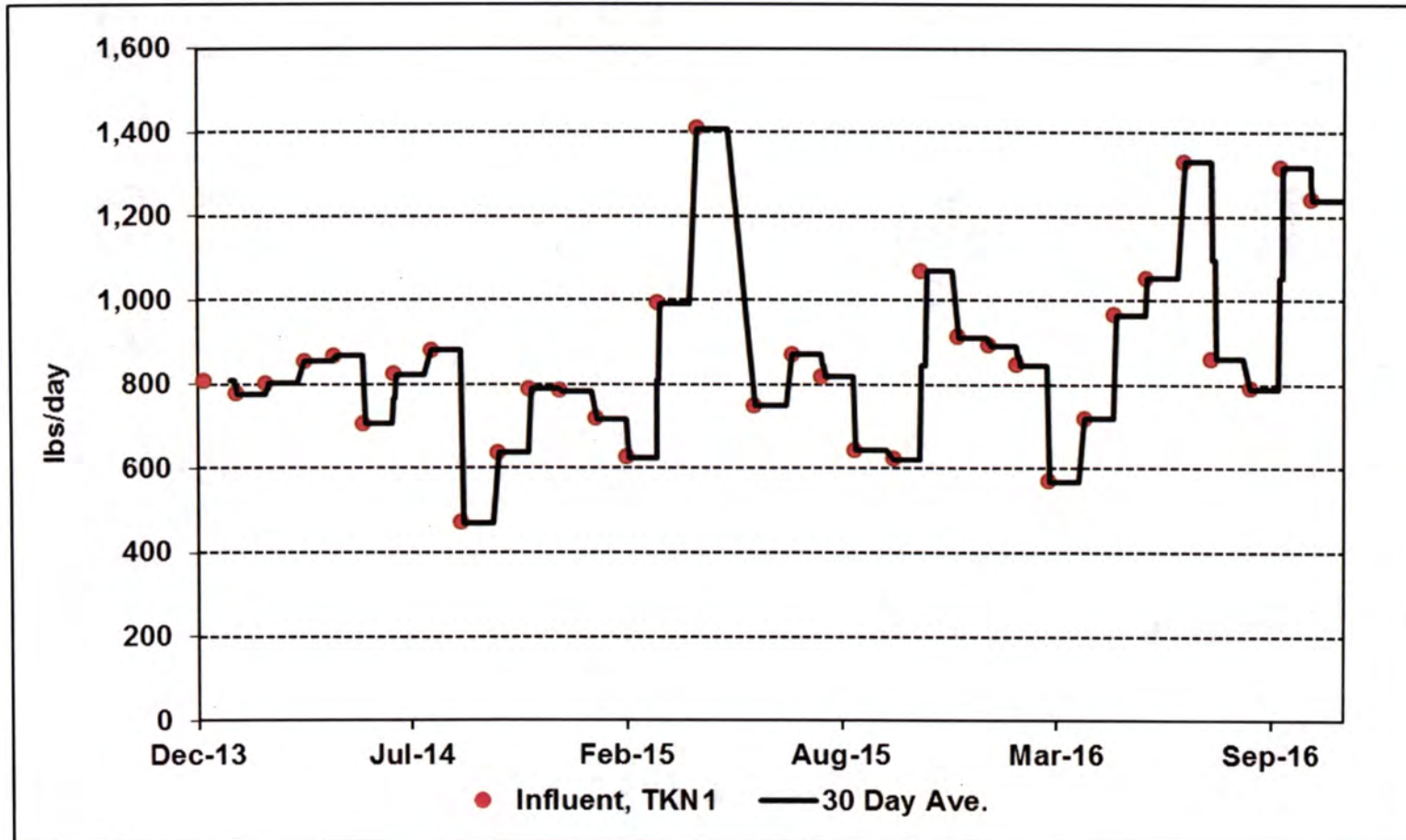
# Current Flows and Loads - BOD



# Current Flows and Loads – TSS



# Current Flows and Loads - TKN



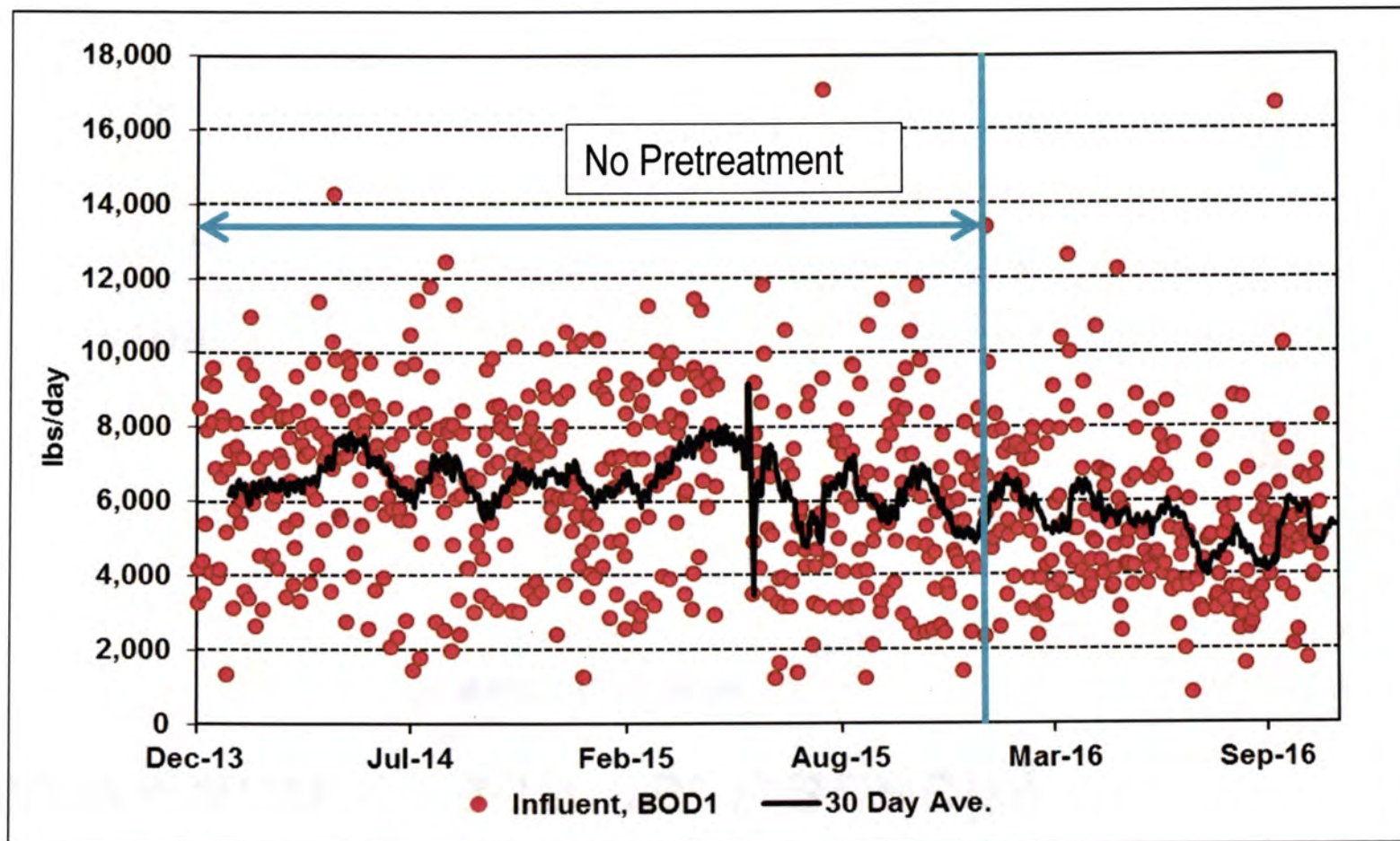
# Flows and Loads Summary

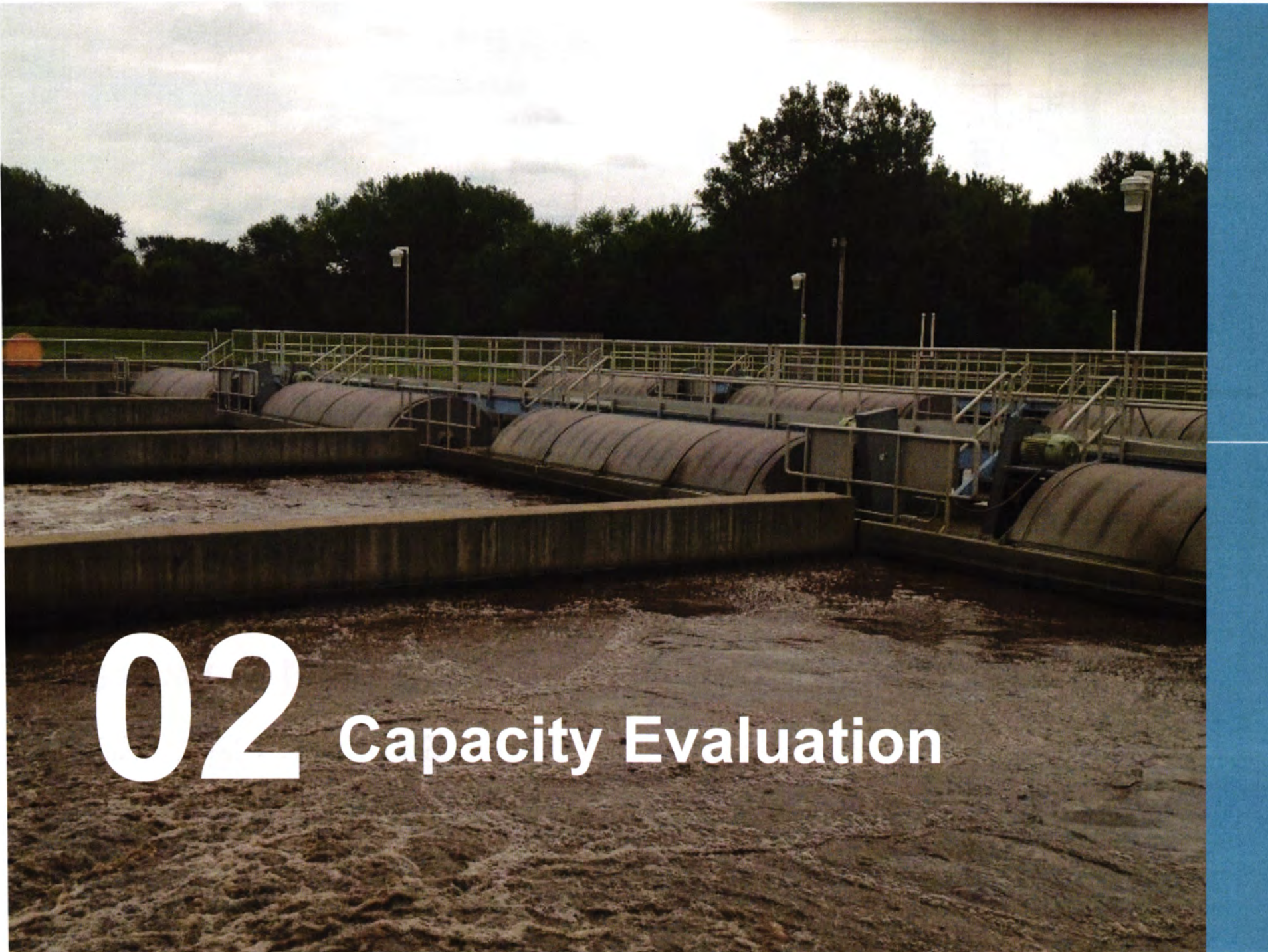
	Value (MGD or lb/day)	Concentration (mg/L)	Peaking Factor
<b>Flow</b>			
Average Annual	4.7	N/A	N/A
Max Month	8.3	N/A	1.8
Peak Day	9.8	N/A	2.1
<b>cBOD5</b>			
Average Annual	6,059	155	N/A
Max Month	9,407	135.2	1.6
Peak Day	15,415	189	2.5
<b>TSS</b>			
Average Annual	6,925	177	N/A
Max Month	22,568	324	3.3
Peak Day	52,453	644	7.6
<b>TKN</b>			
Average Annual	821	21	N/A
Max Month	1,260	18	1.5
Peak Day	1,400	17	1.7

# Flows and Loads vs. Capacity

	Current Flows and Loads	Plant Capacity	Available Capacity
<b>Flow</b>			
Average Annual	4.7	6.0	1.3
Max Month	9.8	10.0	N/A
Peak Day	12.5	12.5	N/A
<b>cBOD5</b>			
Average Annual	6,059	7,250	N/A
<b>Max Month</b>	<b>9,407</b>	<b>11,600</b>	<b>2,200</b>
Peak Day	15,415	18,125	2,700
<b>TSS</b>			
Average Annual	6,925	???	???
Max Month	22,568	???	???
Peak Day	52,453	???	???
<b>TKN</b>			
Average Annual	821	1,498	N/A
<b>Max Month</b>	<b>1,260</b>	<b>2,250</b>	<b>990</b>
Peak Day	1,400	2,550	1,150

# Current Flows and Loads - BOD



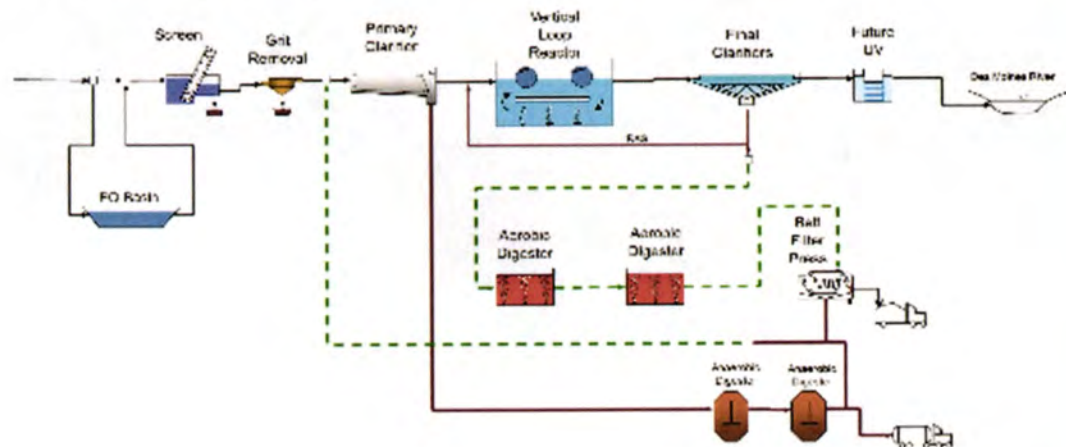


# 02 Capacity Evaluation



# Capacity Calculation

- Current Permit Limits
- Review unit process sizing and IDNR design standards
- Review performance and operation of individual unit processes
- Develop plant process models to review performance at higher loadings
- Identify limiting unit process and potential remedies.



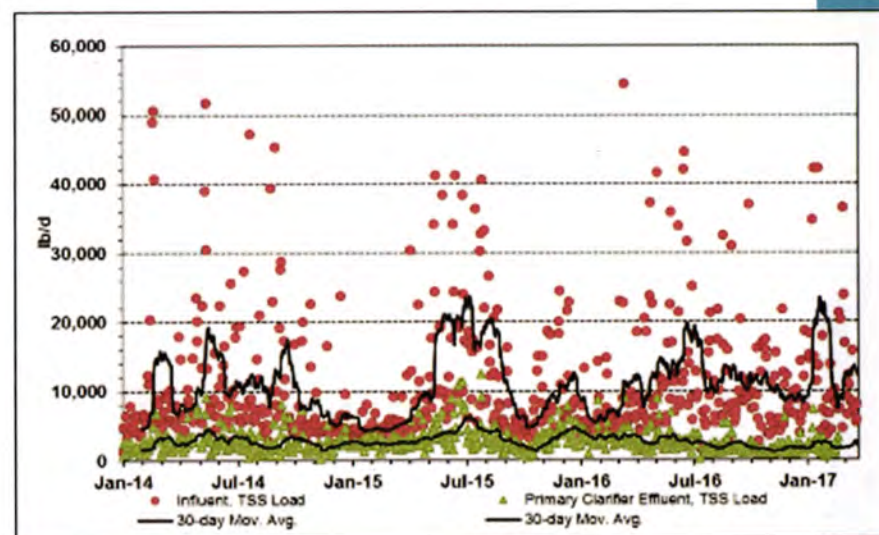
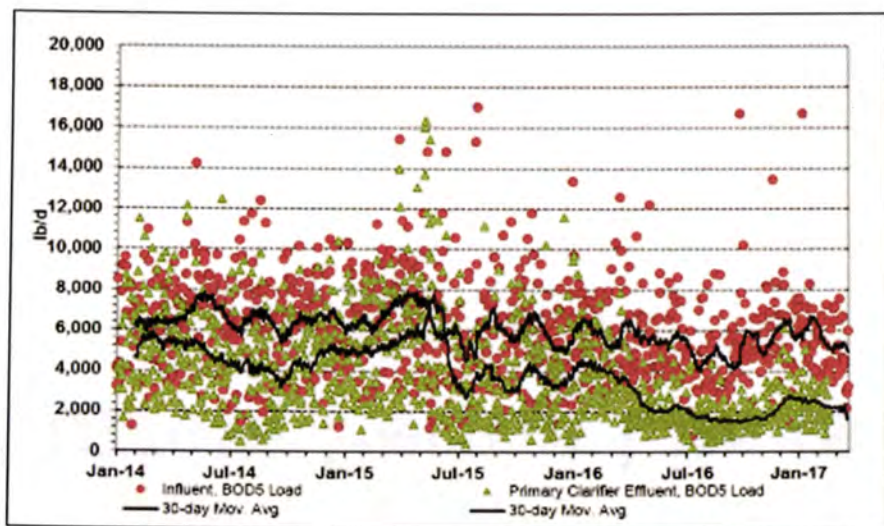
# Current Permit Limits

Wastewater Parameter	Season	% Removal	7 Day Average/Min	30 Day Average	Daily Maximum	Units
CBOD <sub>5</sub>	Yearly	85	40.0	25.0		mg/L
CBOD <sub>5</sub>	Yearly	85	3,336.0	2,085.0		lb/d
Total Suspended Solids	Yearly	85	45.0	30.0		mg/L
Total Suspended Solids	Yearly	85	3,753.0	2,502.0		lb/d
pH (Minimum – Maximum)	Yearly		6.0		9.0	std units
Acute Toxicity, Ceriodaphnia	Yearly			1.0		no toxicity
Acute Toxicity, Pimephales	Yearly			1.0		no toxicity
E. Coli	Yearly			126.0		lb / 100 mL

No Effluent Ammonia Limits

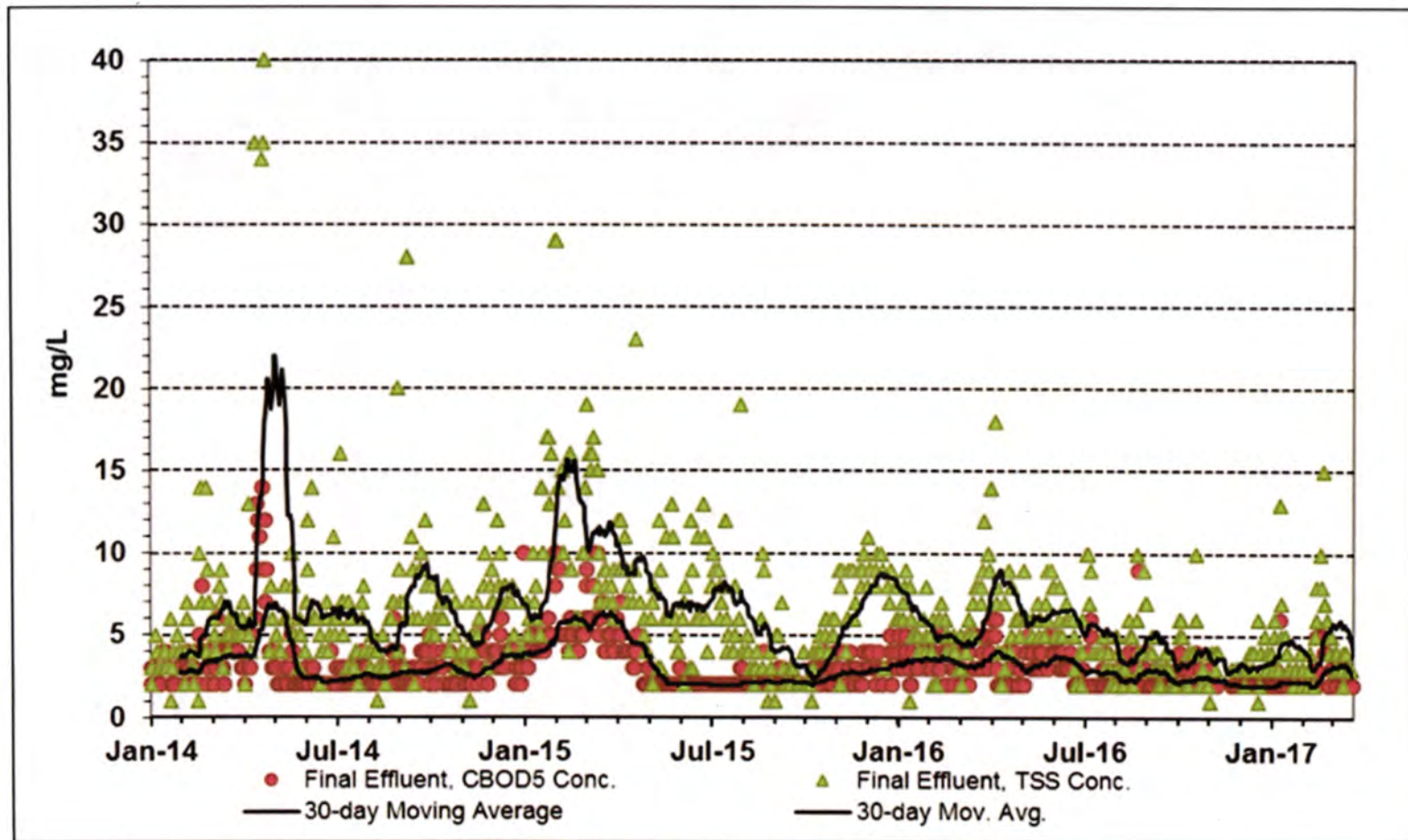
# Primary Clarifier Performance

Parameter		Units	Current Operation			Design Standards	
			Average Annual	Maximum Month	Peak Hour	Maximum Month	Peak Hour
Flow Rate Capacity		MGD	4.46	8.2	12.5		
Surface Overflow Rate		gpd/ft <sup>2</sup>		926	1,157	1,000	1,500
Measured Removal Rate	BOD <sub>5</sub>	%	31%	16%	-	35%	18%
	TSS	%	65%	82%	-	55%	25%
	TKN	%	-	-	-	20%	10%



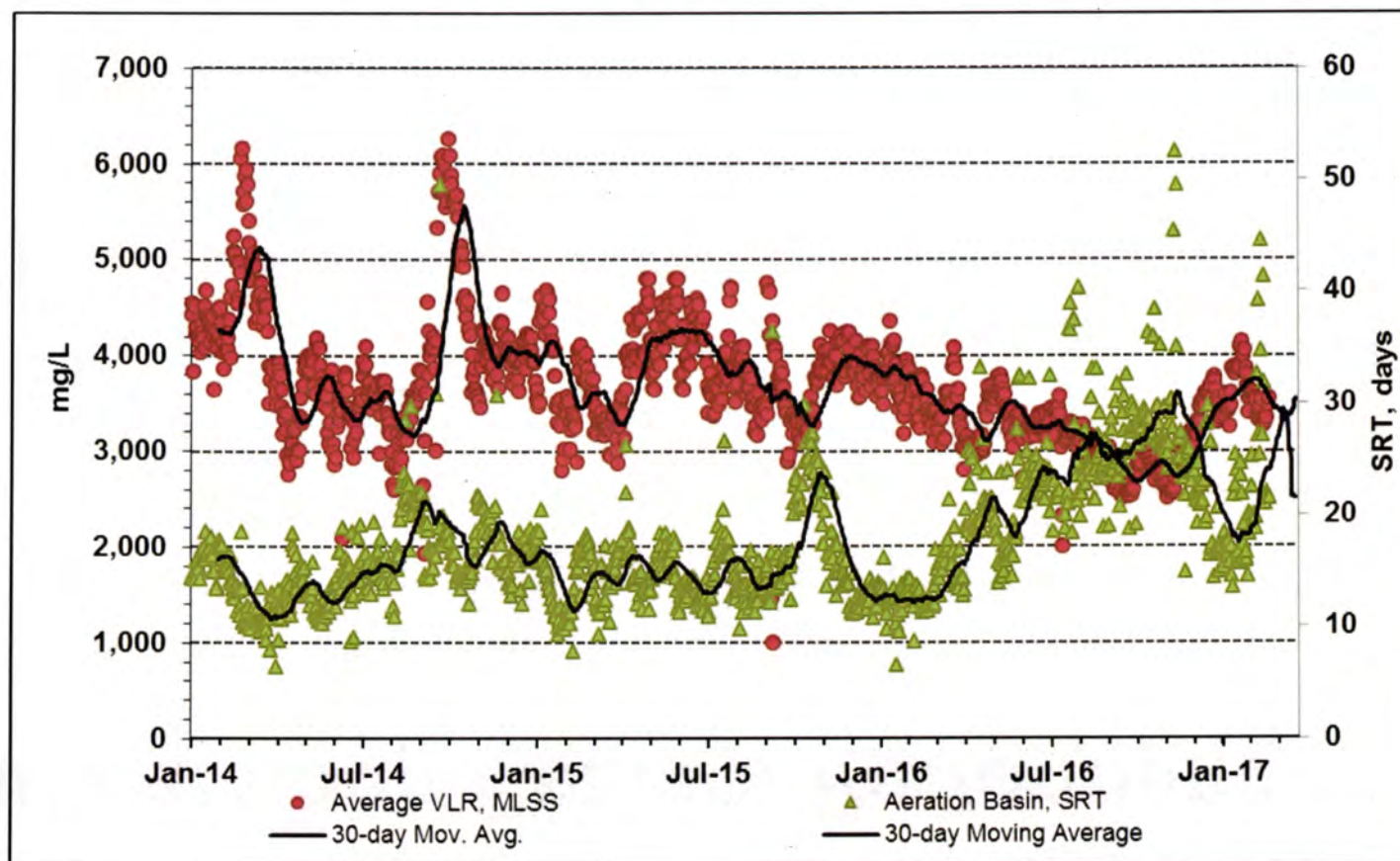
# Vertical Loop Reactor Performance

## Effluent BOD and TSS



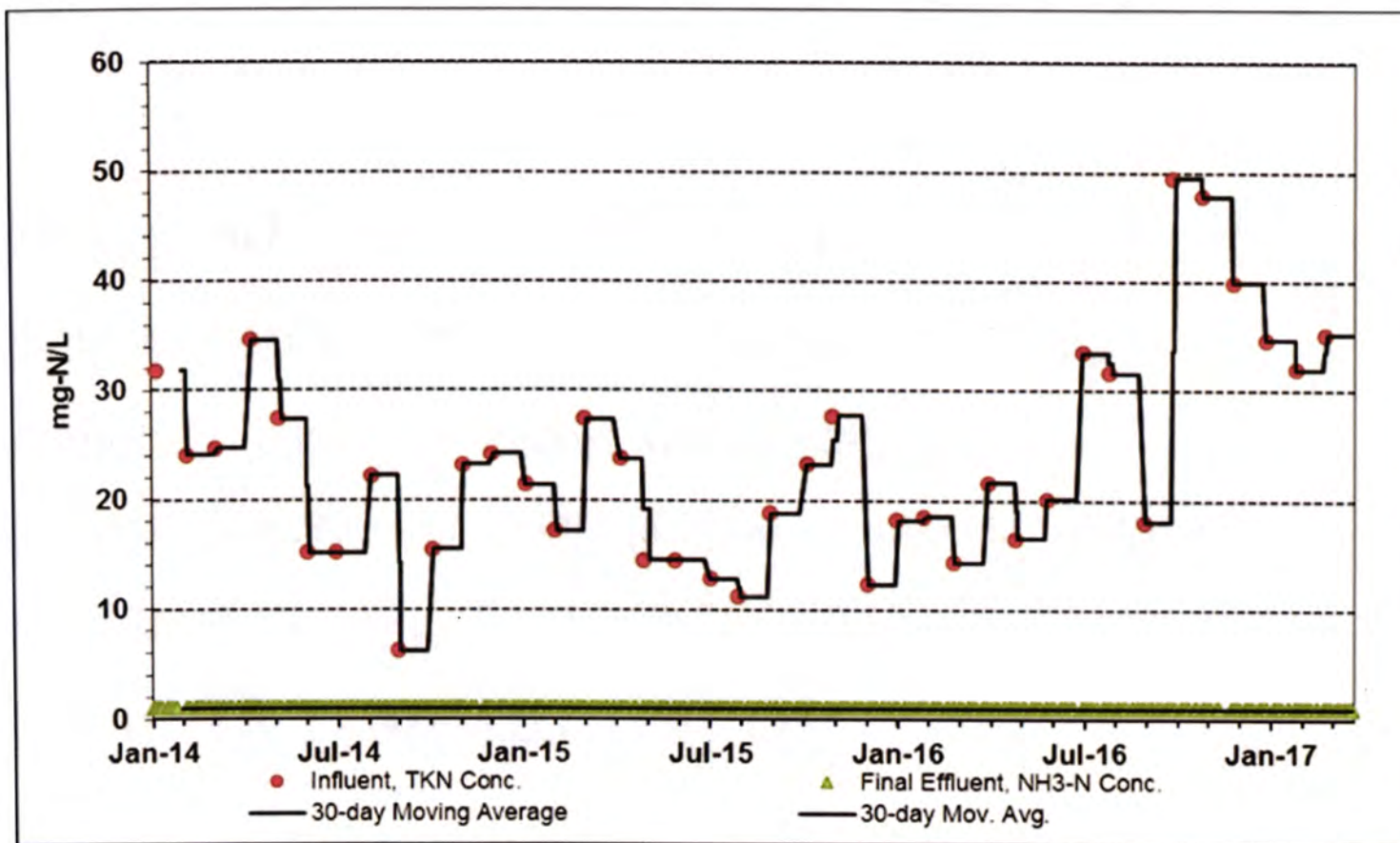
# Vertical Loop Reactor Performance

## Solids Retention Time and MLSS



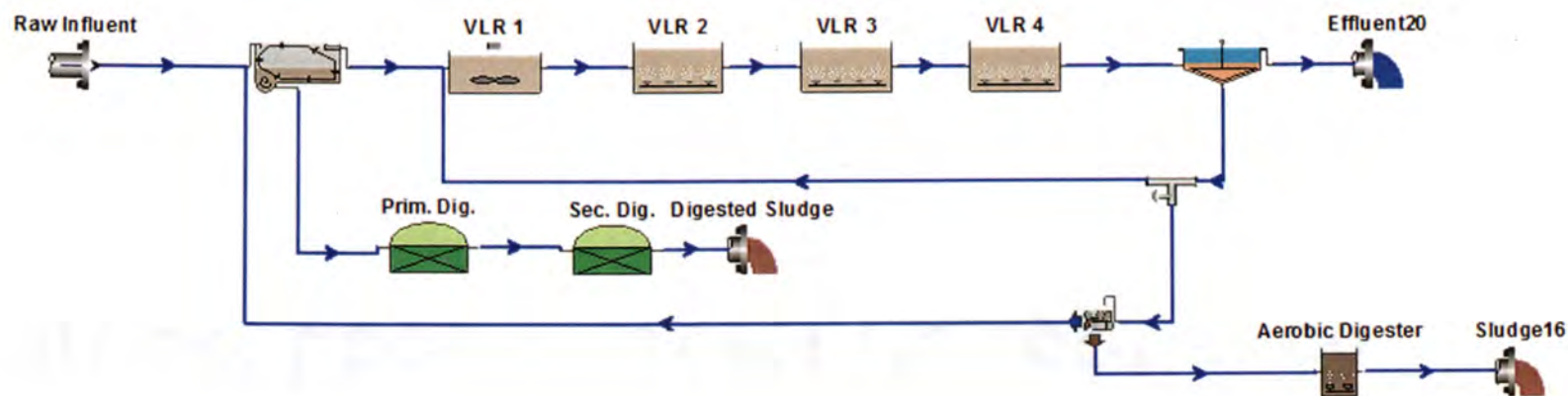
# Vertical Loop Reactor Performance

## Ammonia Removal

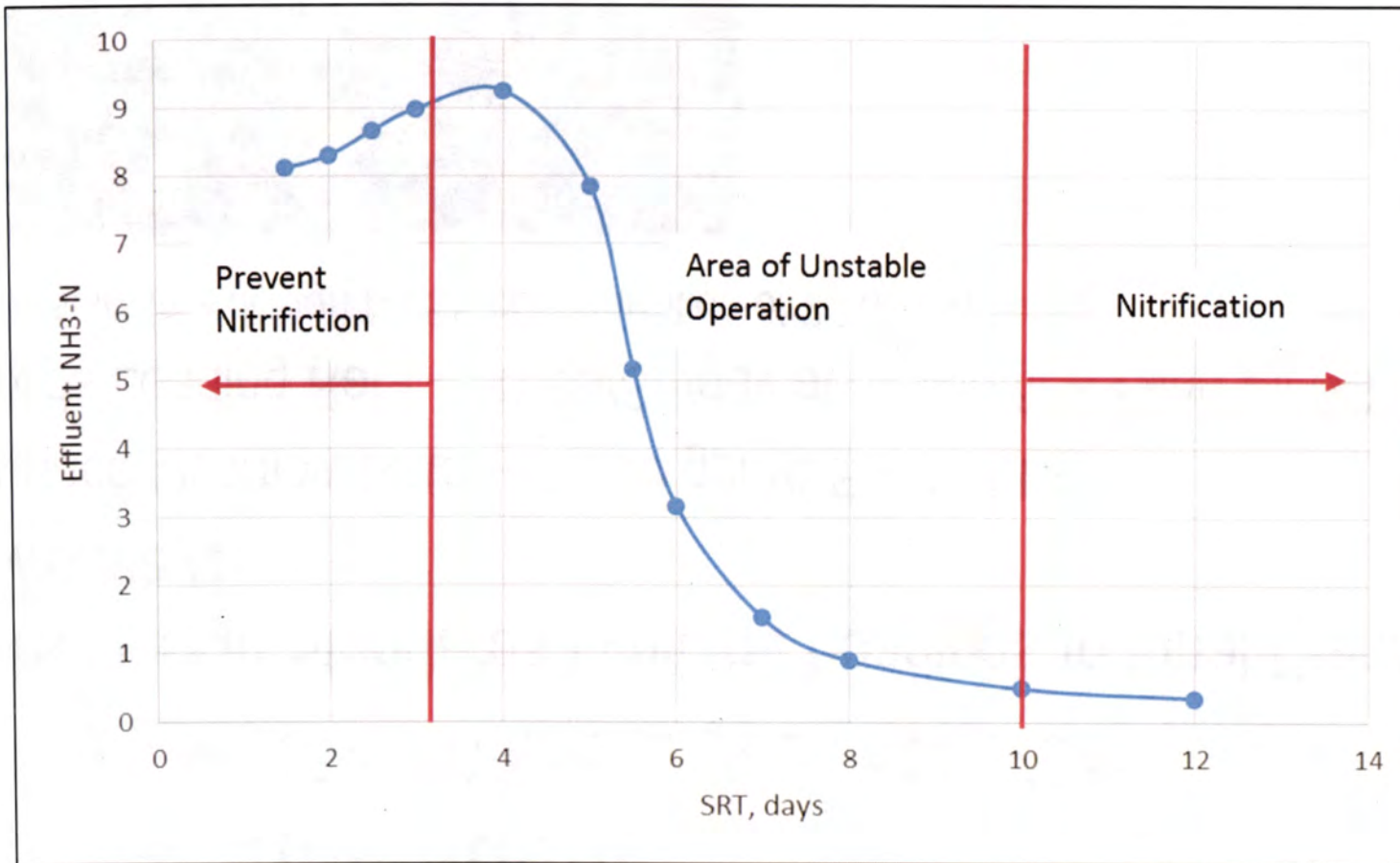


# Capacity Determination

- Determine activated sludge capacity
  - Current Operation With Nitrification - Ammonia Removal
  - Without Nitrification – No Ammonia Removal
- Review downstream solids handling impacts
- Use Primary Clarifier removals to determine plant capacity



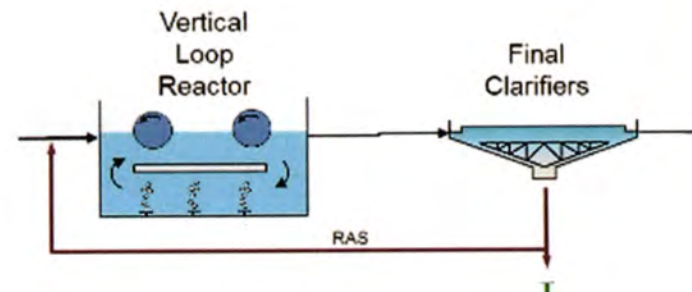
# Impacts of Nitrification



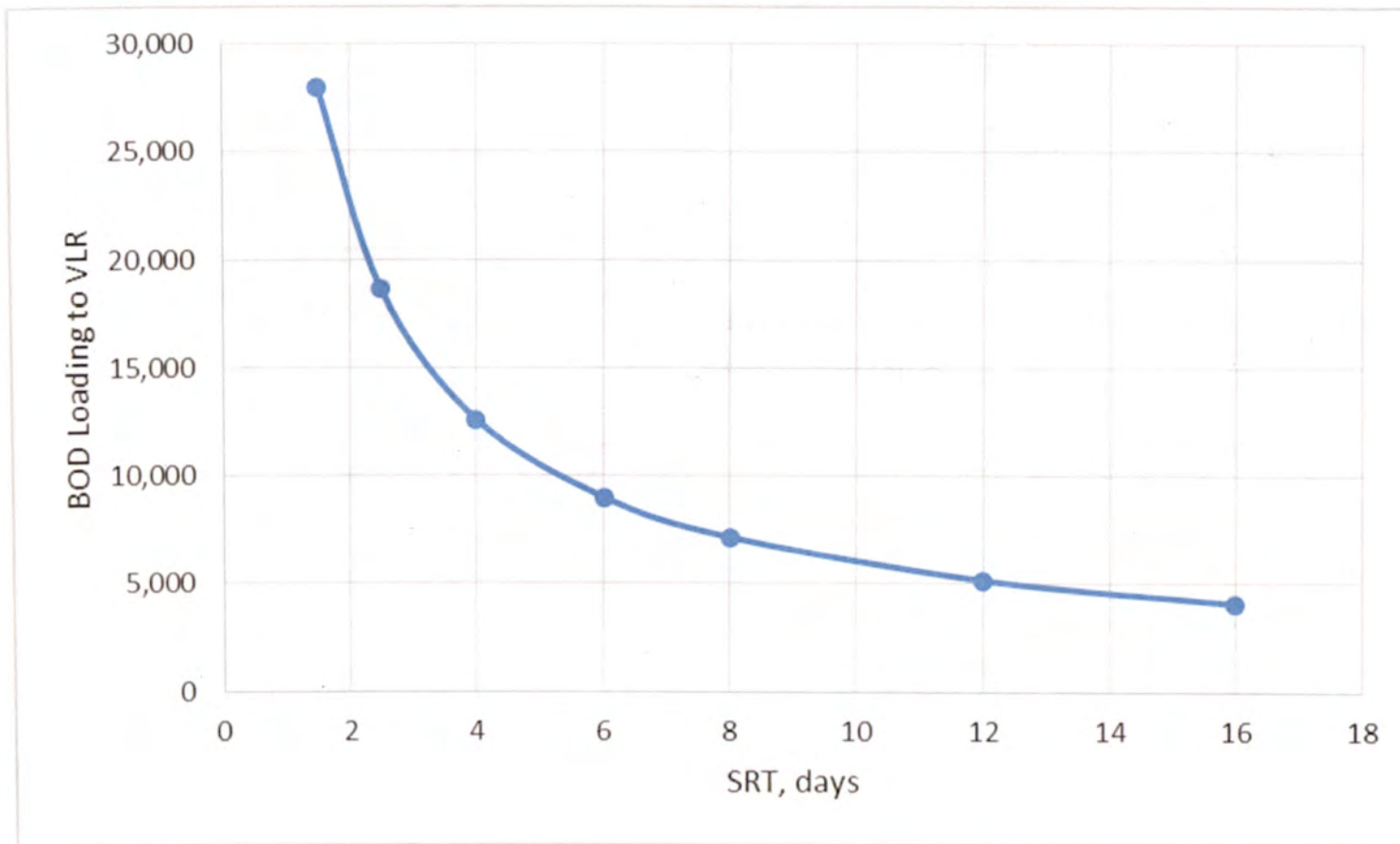


# Clarifier Limitations

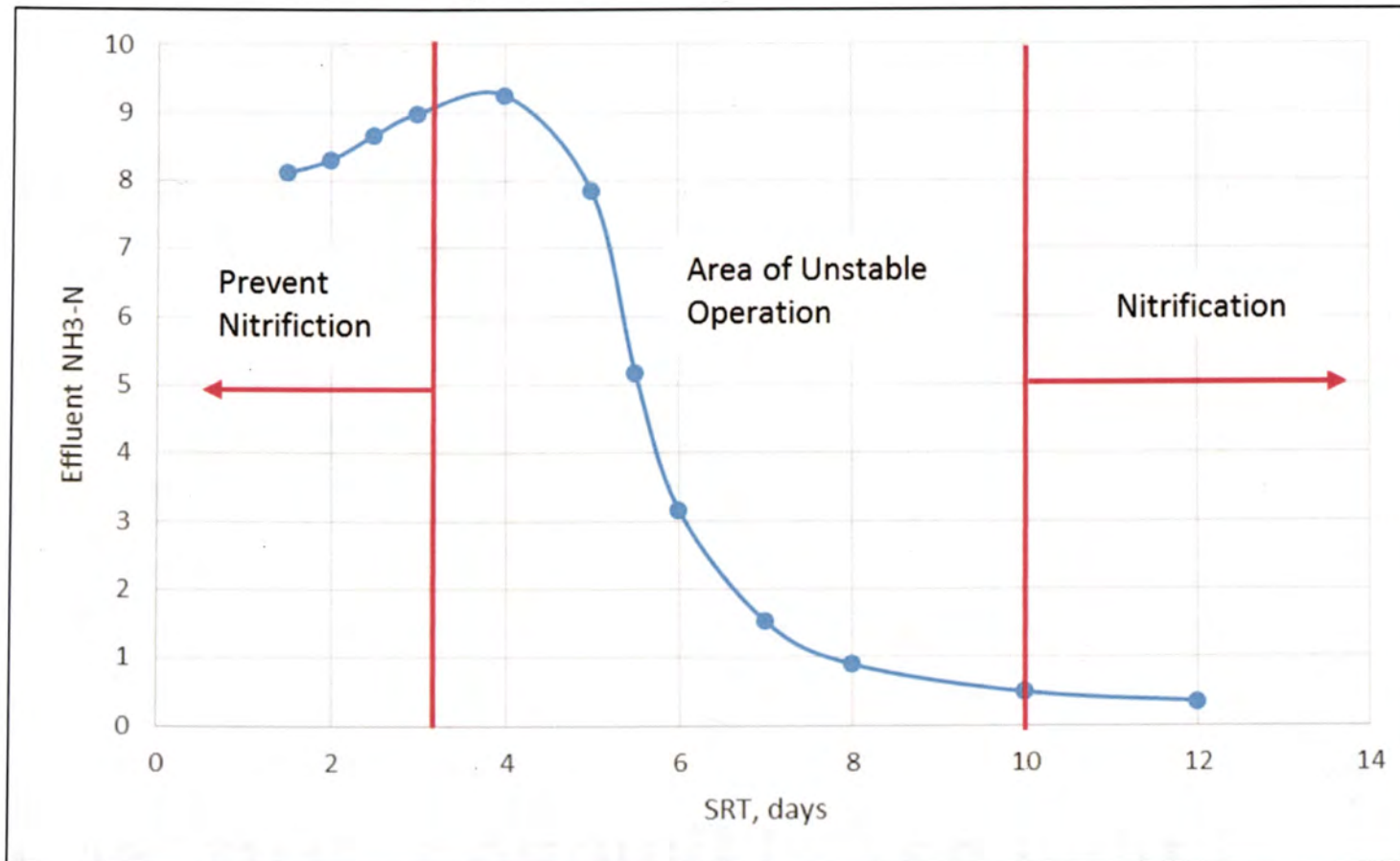
- Clarifiers are 95-FT Diameter (Area = 14,176 ft<sup>2</sup> )
- IDNR Design Standards Limit the Loadings to Final Clarifiers in two ways:
  - Surface Overflow Rate - 1,200 gpm/SF = 17 MGD
  - Solids Loading Rate – 30 lbs/SF/day at design flows and MLSS.
    - Results in a design MLSS concentration of 2,780 mg/L.



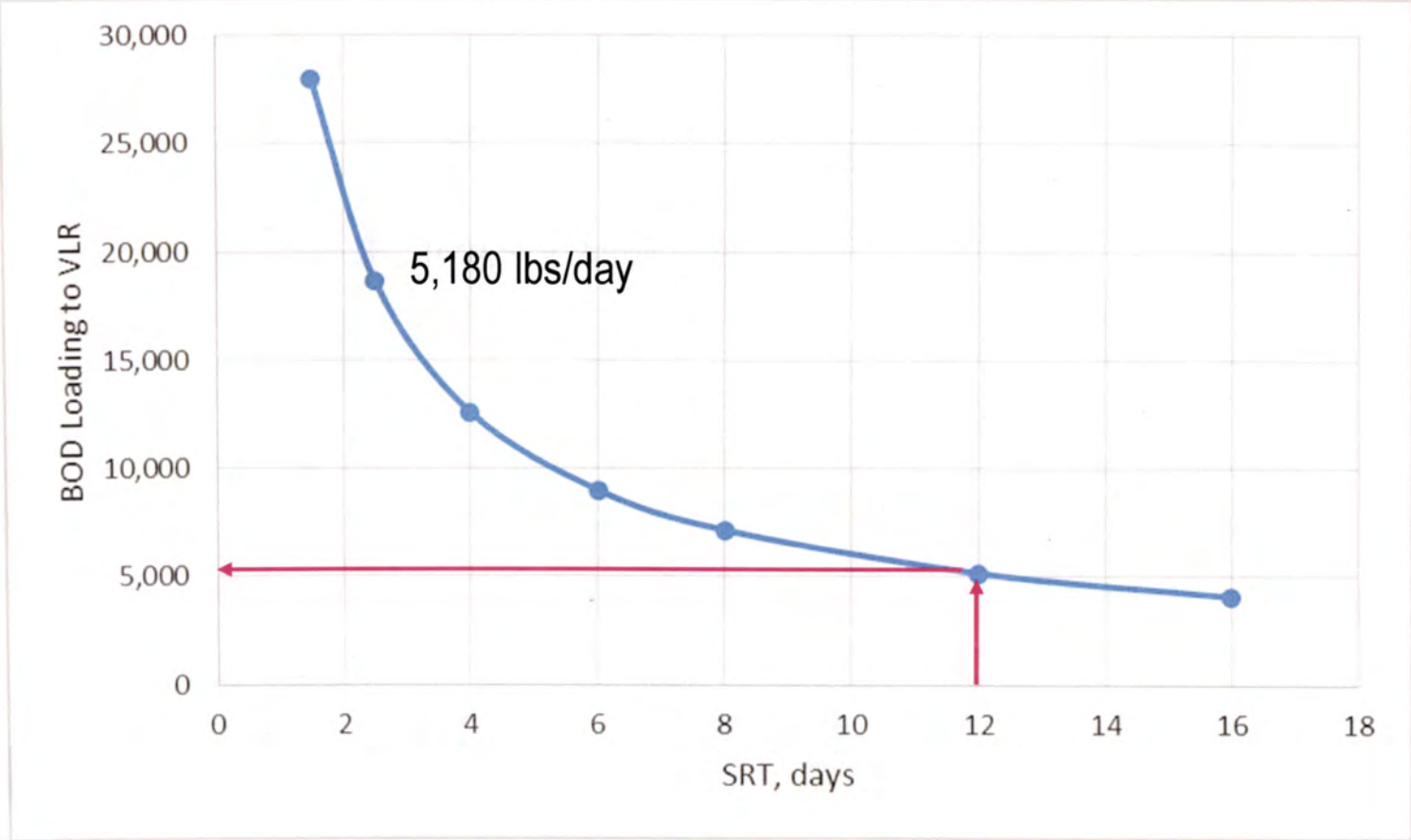
# SRT vs. BOD Loading (2,780 mg/L)



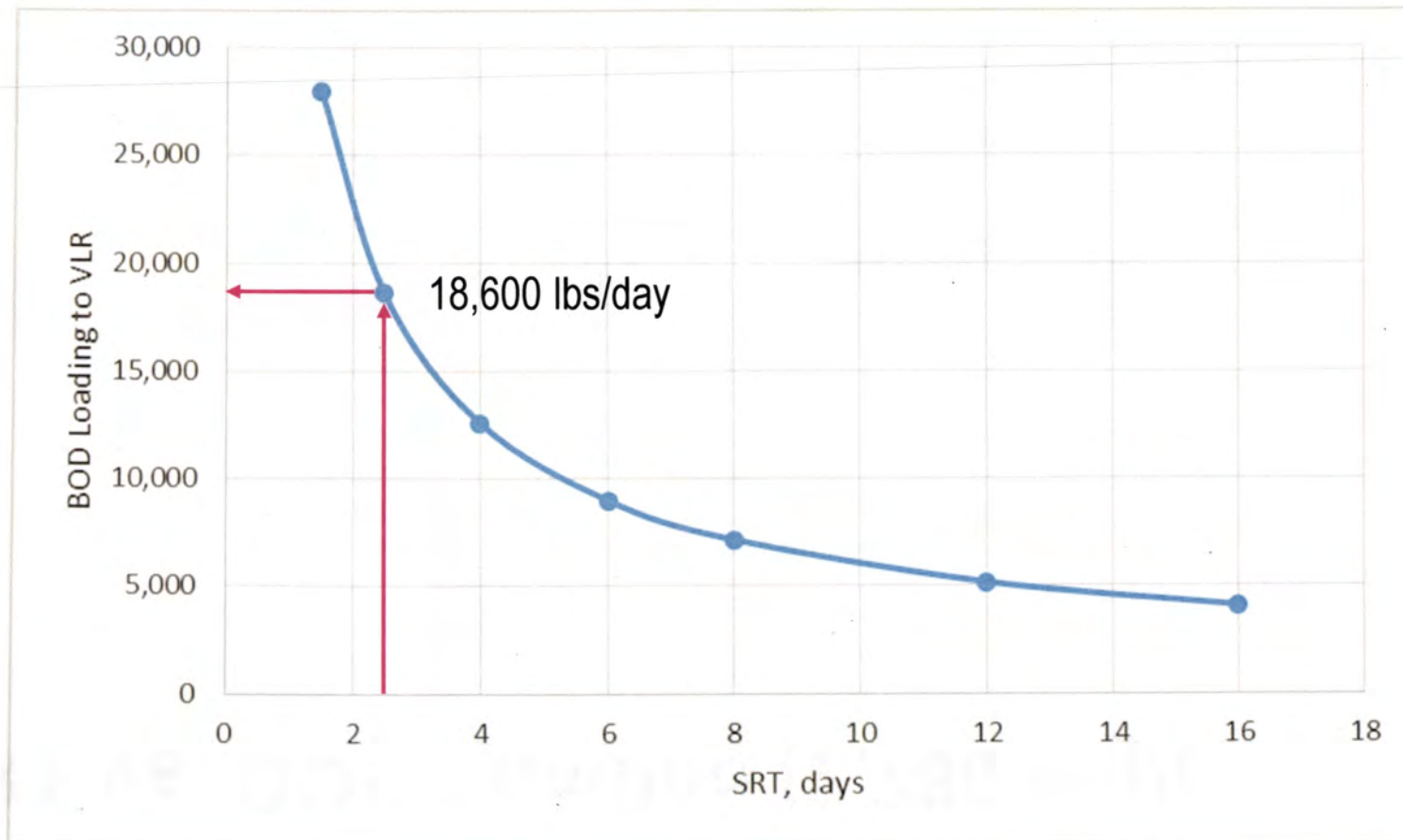
# Impacts of Nitrification



# SRT vs. BOD Loading (2,780 mg/L)



# SRT vs. BOD Loading (2,780 mg/L)



# Summary of Capacity

Condition	Maximum Month Activated Sludge Capacity		Maximum Month Plant Capacity		Limiting Factor
	Primary Effluent BOD (lb/d)	Primary Effluent TSS (lb/d)	Influent BOD (lb/day)	Influent TSS (lb/day)	
Rated Capacity	-	-	11,600	-	-
Current Loadings	8,000	6,400	9,620	23,000	-
With Nitrification (12-day SRT)	5,180	4,230	7,400	12,100	Clarifier SLR
With Nitrification (12-day SRT) Third Clarifier	7,770	6,350	11,100	18,100	VLR MLSS Clarifier SLR
No Nitrification (2.5-day SRT)	17,000	13,600	24,300	38,900	Solids Digestion
No Nitrification (2.5-day SRT)	18,600	15,200	26,600	43,400	Clarifier SLR



# 03 Diffuser Testing

## Draft NPDES Permit Received

- Previous permit assumed 80% dilution from effluent diffuser.
- New permit was reduced to 17% dilution based on annual diffuser tests
  - Tests were done with dyes and results based on width of river vs. width of plume.
  - Challenges of river flows and complex river geometry
- Reduced dilution resulted in much lower effluent ammonia numbers.
- Needed better determination of mixing zone and diffuser performance.
- Performed dye testing and diffuser evaluation and modeled for critical low flow conditions



# Draft Ammonia Limits

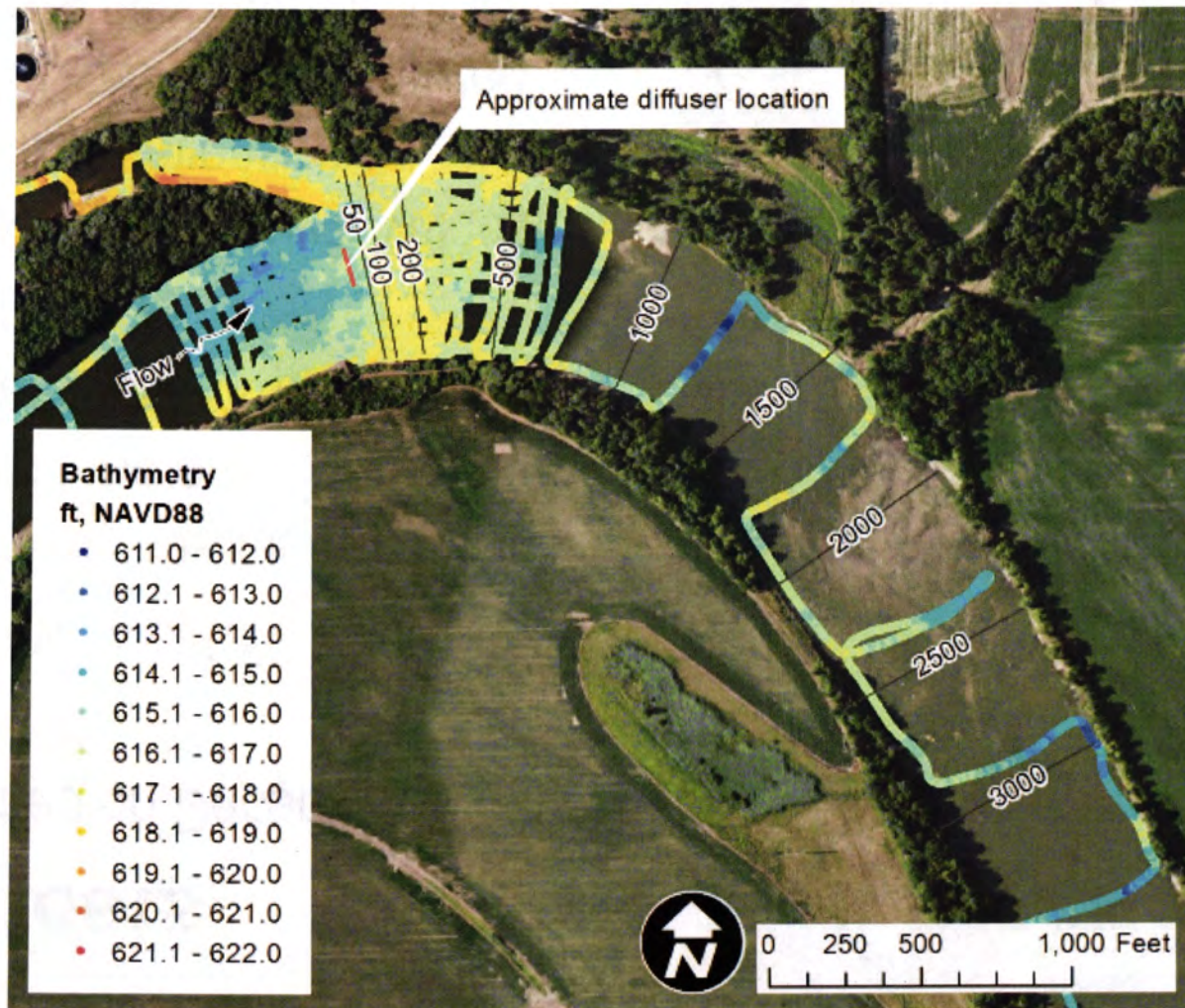
Outfall No. 016 (Shoreline)	ADW = 6.00 mgd AWW = 10.00 mgd			
<b>CBOD5</b>	Secondary Treatment Levels Will Not Violate WQS			
<b>Total D.O.</b>	Minimum Concentration (mg/l)			
January - December	Numerical D.O. limits are not required			
<b>Ammonia - Nitrogen</b>				
January	32.9	36.7	1,776	2,728
February	22.5	41.0	1,223	3,036
March	18.8	40.3	1,022	2,990
April	13.8	36.0	751	2,679
May	15.9	40.2	867	2,909
June	11.7	35.6	638	2,574
July	8.6	33.6	473	2,466
August	8.1	36.6	446	2,721
September	9.1	37.0	501	2,459
October	14.2	33.9	772	2,459
November	21.9	34.5	1,187	2,532
December	23.4	36.0	1,267	2,679
<b>Bacteria</b>	Geometric Mean (#org./100 ml)		March 15 <sup>th</sup> – November 15 <sup>th</sup>	
<i>E. coli</i>	126			
<b>Chloride</b>	737	737	58,412	58,412
<b>Sulfate</b>	1,776	1,776	140,791	140,791
<b>TRC*</b>	0.022	0.022	1.775	1.775
<b>pH</b>	5.9 – 14.0 Standard Units			

# Dye tests

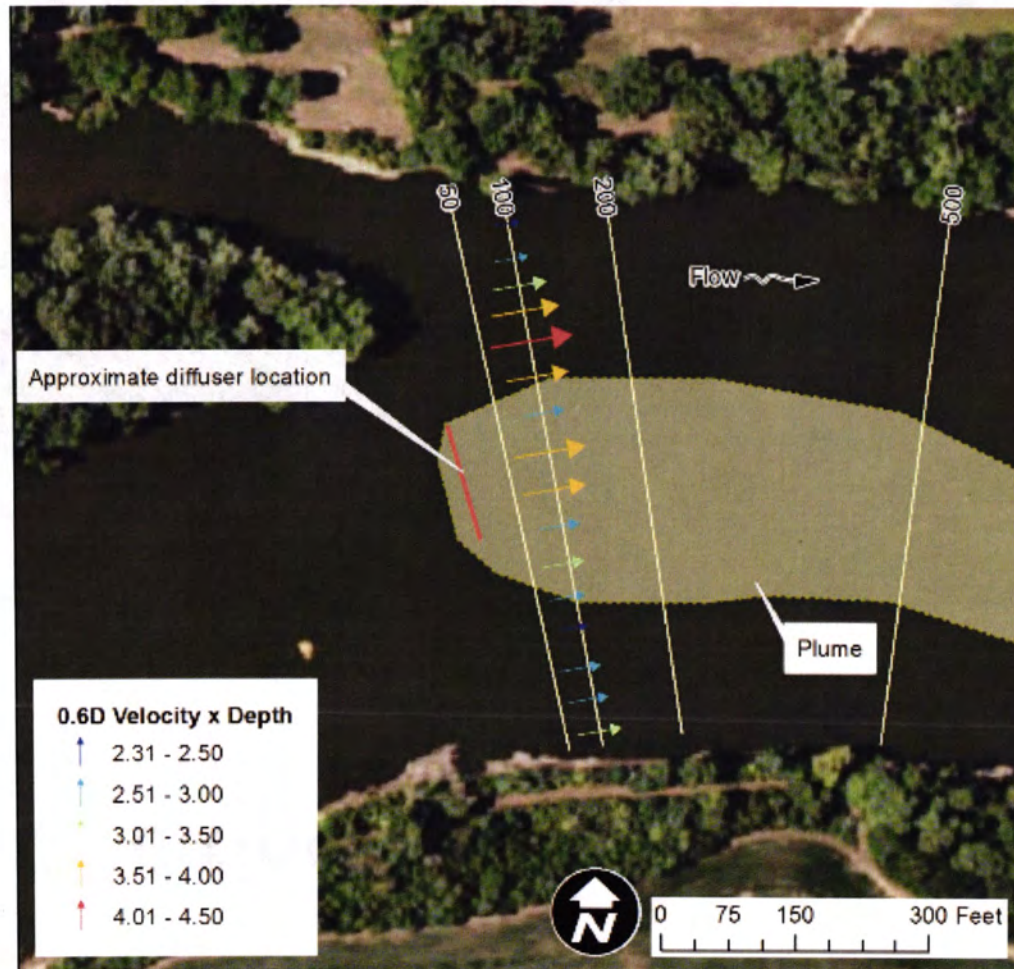
- Performed on December 21-22, 2017
- River flow was 1,800 cfs
- Rhodamine was metered into effluent at the outfall to obtain a constant concentration in the diffuser
- River bathymetry, river velocity, dye concentrations and temperatures were measured at stations upstream and downstream - IIHR



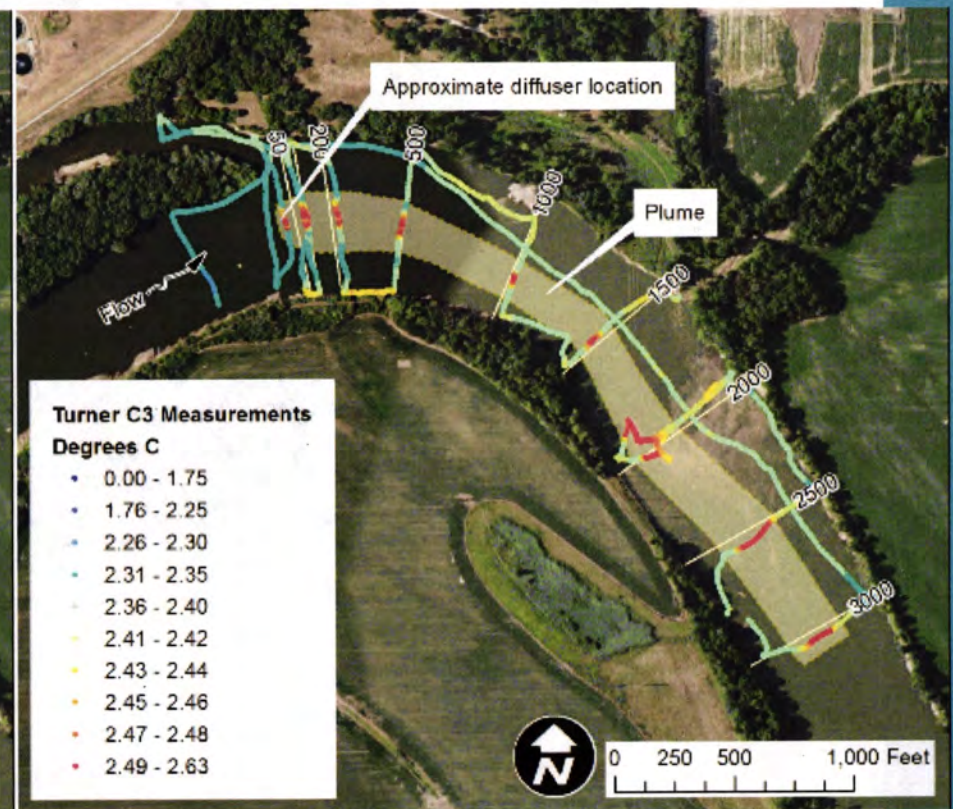
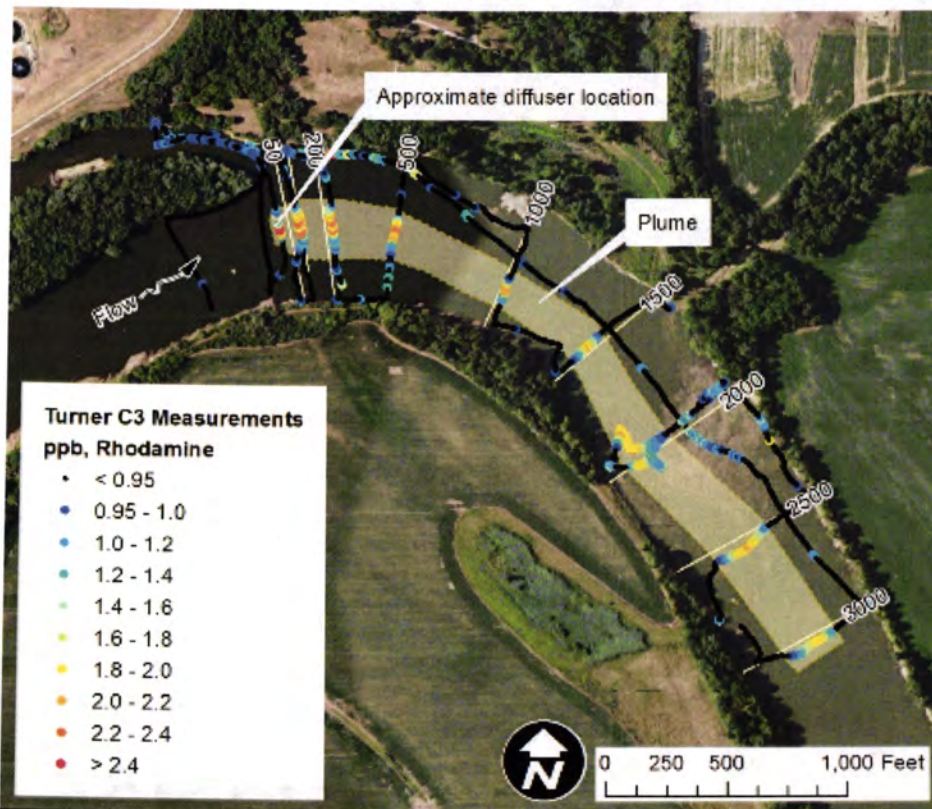
# Bathymetry



# Velocity



# Dye and Temperature Results



# Cormix Modeling

**Table 1. Summary of Dye Study Conditions**

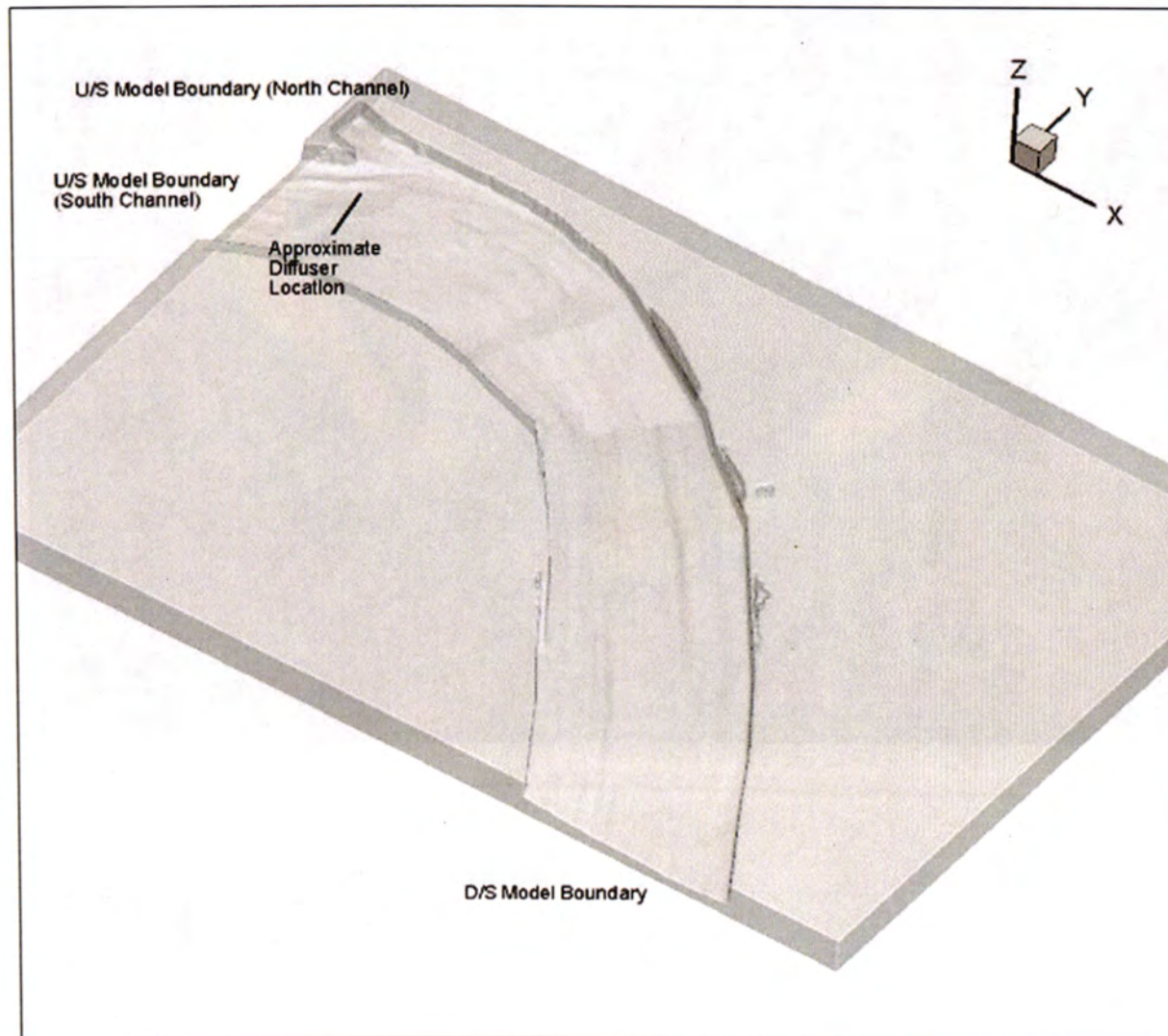
Parameter	Reported/ Measured	Model Input	Notes
River Flow (cfs)	1,308-2,410	1,680*	79% of Average*
River Temperature (°C)	1.6-2.6	2.4	Average
Discharge Flow (MGD)	4.03	4.03	Reported
Discharge Dye Conc. (ppb)	93-114	102	Average
Discharge Temperature (°C)	12.7-13.0	12.9	Average
River Width (ft)	600	600	Measured
River Depth (ft)	3.0	3.0	Measured
Depth at Discharge (ft)	3.0	3.0	Measured

\* Based on percentage of measured river flow at diffuser and reported USGS gage flow (i.e., 2,126 x 0.79 = 1,680).

# Cormix Modeling

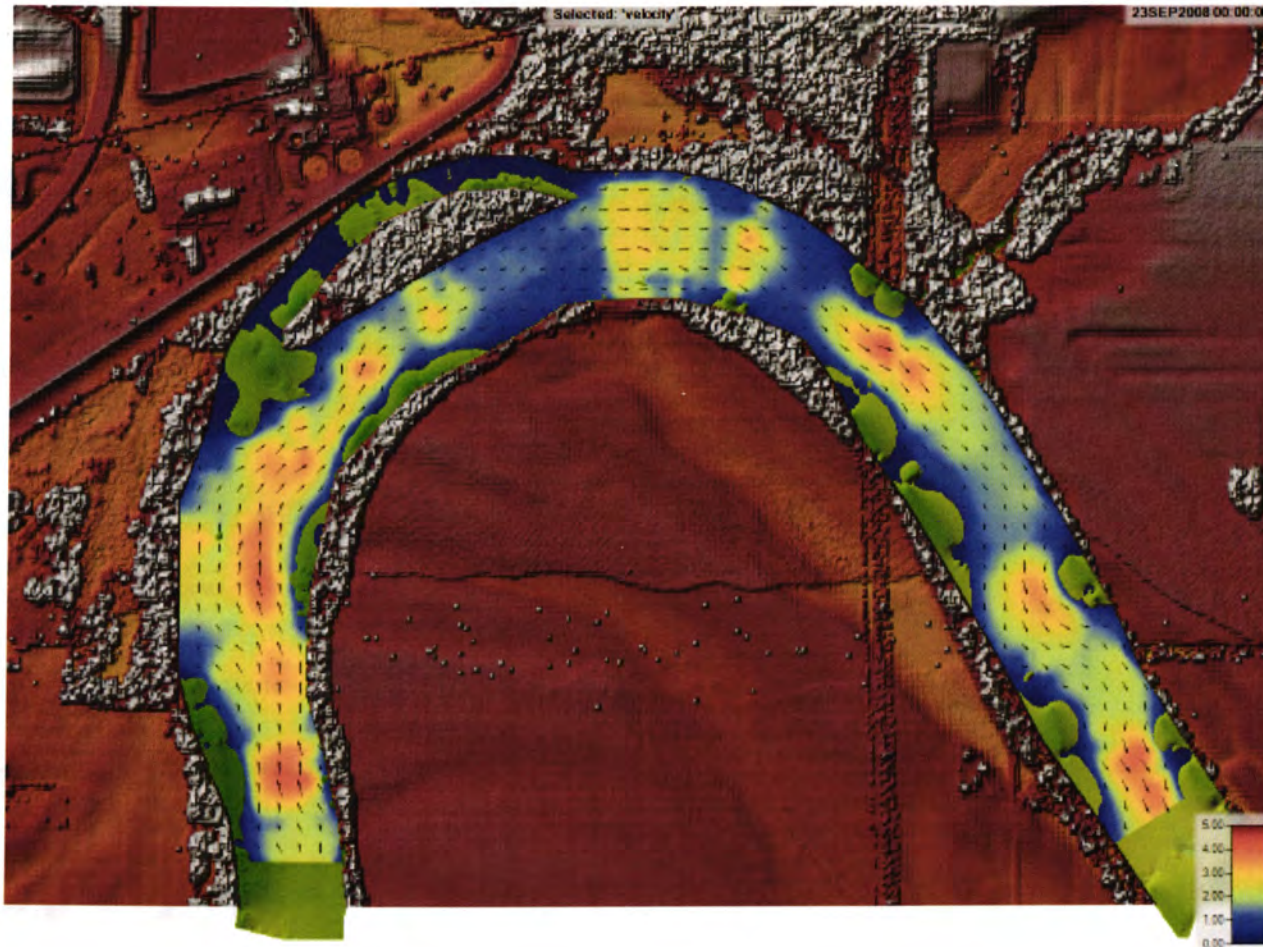
Table 3. Low-Flow Effluent Dilution			
Parameter	1Q10	7Q10	30Q10
River Flow (cfs)	96	278	349
At ZID (100 feet)			
CORMIX Effluent Dilution	6.1	10.0	11.6
Calculated Dilution Flow (cfs)**	69.0	122.8	144.6
Percentage of Upstream Flow	72%	44%	41%
At RMZ (2,000 feet)			
CORMIX Effluent Dilution	8.0*	10.1	11.8
Calculated Dilution Flow (cfs)**	96.0	124.2	147.4
Percentage of Upstream Flow	100%	45%	42%
<p>* CORMIX calculated dilution is greater than completely mixed (limiting) dilution. RMZ dilution set equal to completely mixed dilution.</p> <p>** Dilution flow = Effluent dilution x Effluent flow – Effluent flow</p>			

# CFD Modeling





# CFD Modeling



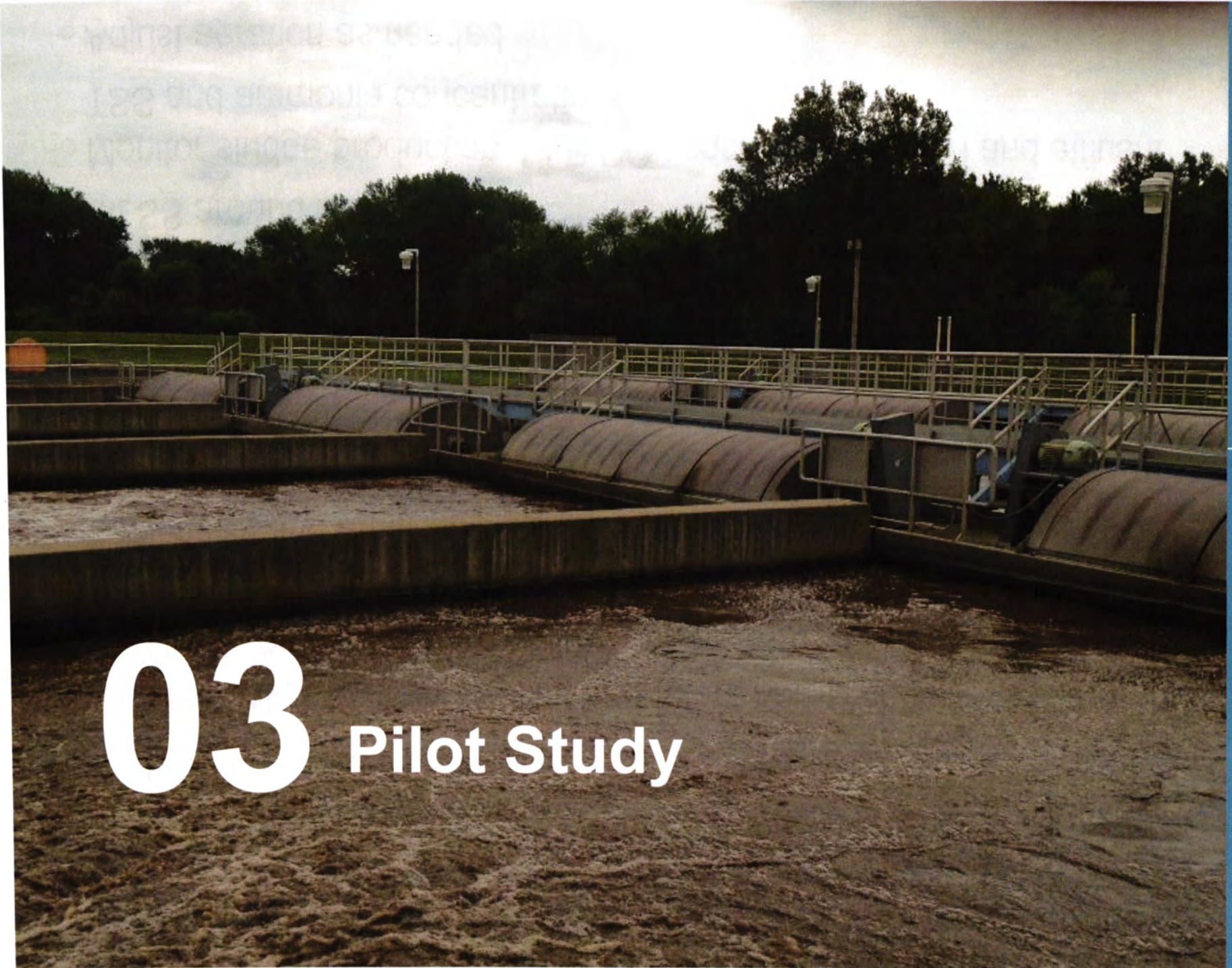
# CFD vs. Cormix Results

- The dilution flow percentage for the 1Q10 increased from 71% to 91%, for the 7Q10 increased from 42% to 61% and for the 30Q10 increased from 42% to 48%.

Parameter	1Q10	7Q10	30Q10
River Flow (cfs)	96	278	349
Diffuser Flow (cfs)	13.6	13.6	13.6
Maximum Concentration at end of RMZ (ppb)	13.4	7.4	7.5
Effluent Dilution*	7.5	13.5	13.3
Calculated Dilution Flow**	88	170	168
Percentage of Upstream Flow	92%	61%	48%
*Effluent Dilution = Effluent concentration /Maximum River Concentration			
**Dilution Flow = Effluent dilution x Effluent flow – Effluent Flow			

# Revised Ammonia Limits

	<b>Average</b>	<b>Max</b>
<b>January</b>	91.9	149.6
<b>February</b>	92.7	188.2
<b>March</b>	158.8	225.9
<b>April</b>	151.8	258.7
<b>May</b>	191.3	376.5
<b>June</b>	141.4	350.4
<b>July</b>	70.4	198.5
<b>August</b>	42.1	119.8
<b>September</b>	31.9	95.8
<b>October</b>	38.9	85.6
<b>November</b>	71.1	107.5
<b>December</b>	101.7	104.1



# 03 Pilot Study

# Pilot Study

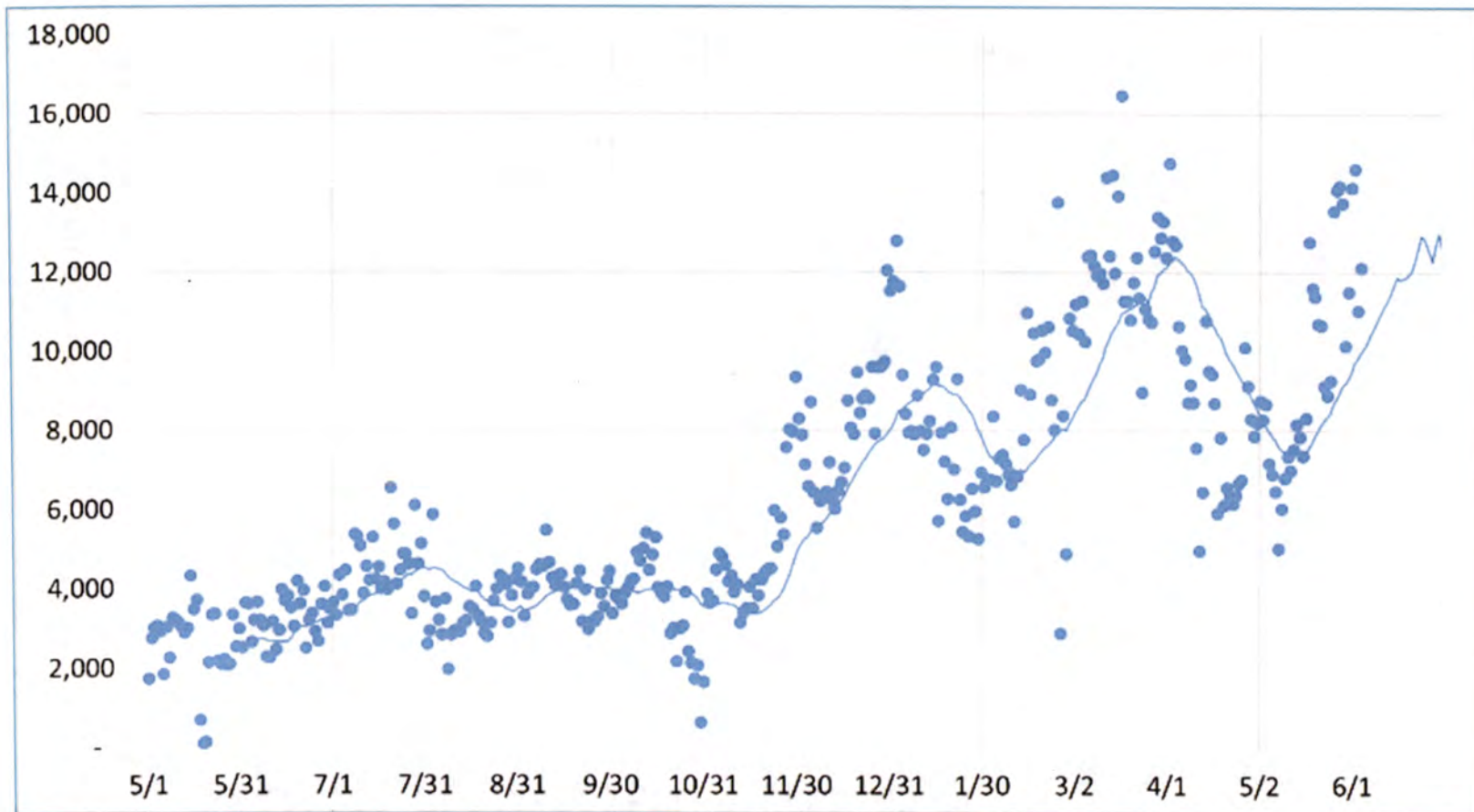
## ▪ Goals

- Confirm ability to meet existing and future permit conditions with low SRT/BOD only mode
- Verify impacts on sludge production, aeration requirements, sludge settleability and other operating parameters.

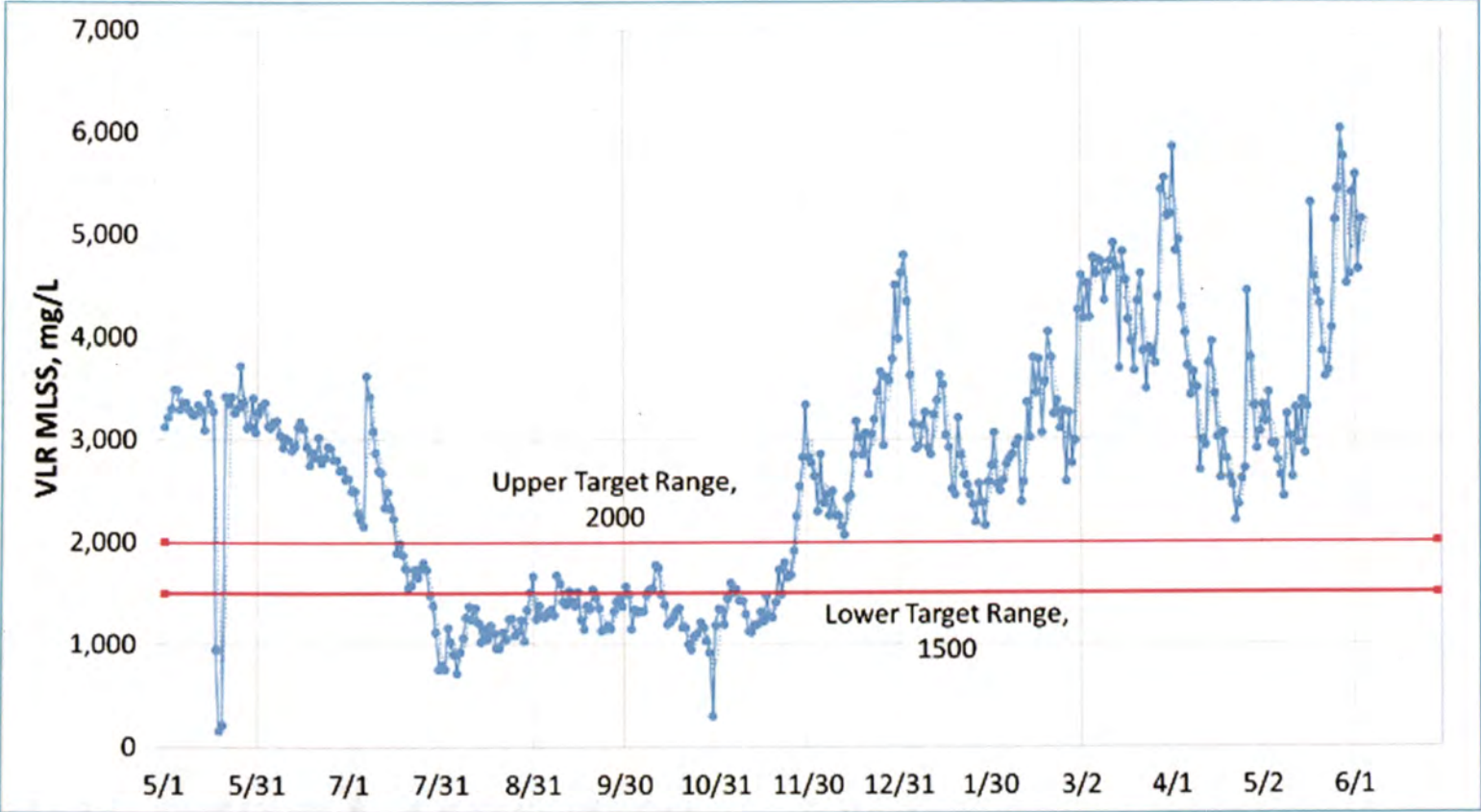
## ▪ Approach

- Gradually increase wasting rate and lower SRT.
- As MLSS drops in VLRs take basins off line to maintain minimum MLSS around 2,000 mg/L
- Monitor sludge production, VLR DO concentrations, SVI and effluent TSS and ammonia concentrations
- Adjust aeration as needed

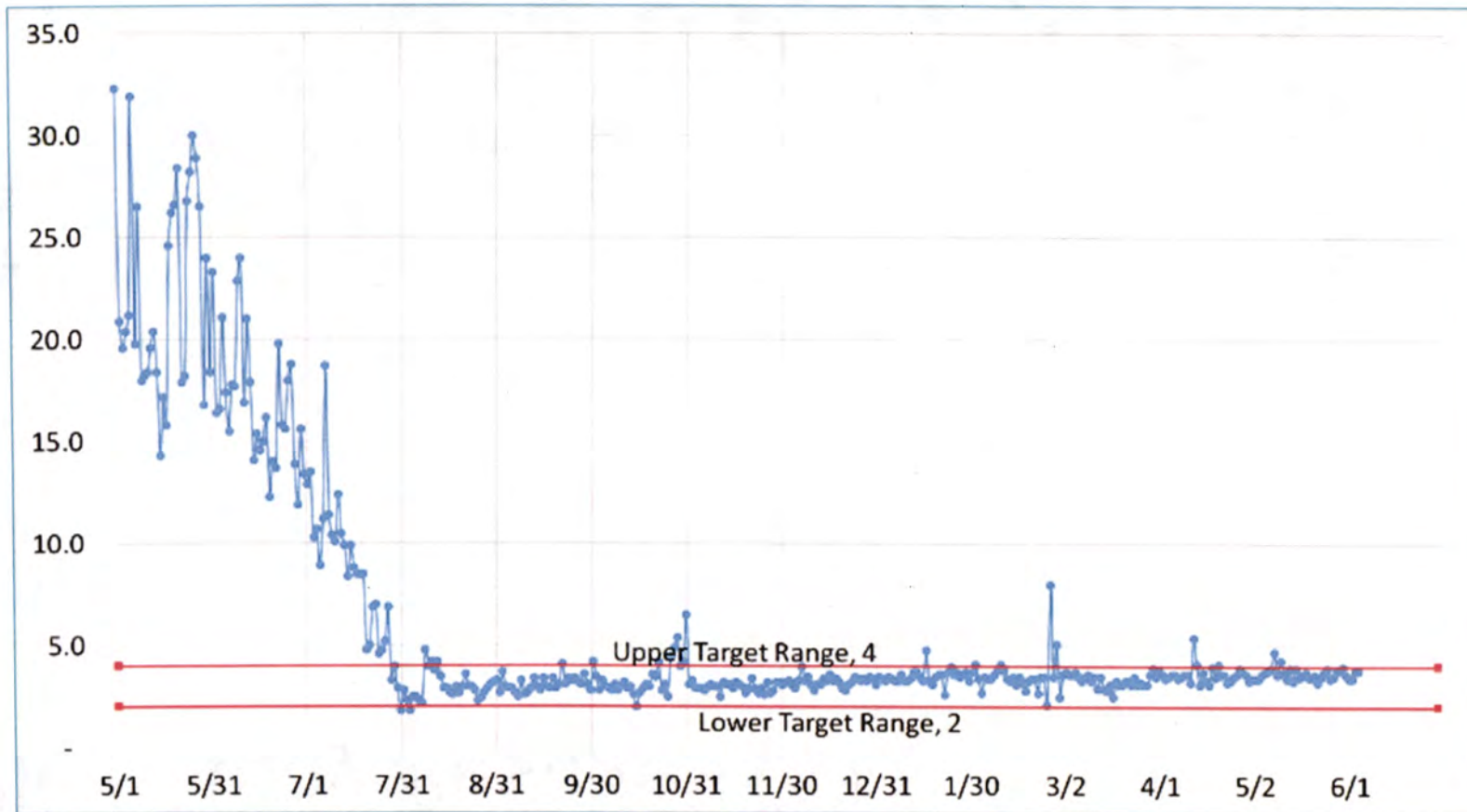
# Pilot Study Results – WAS



# Pilot Study Results - MLSS

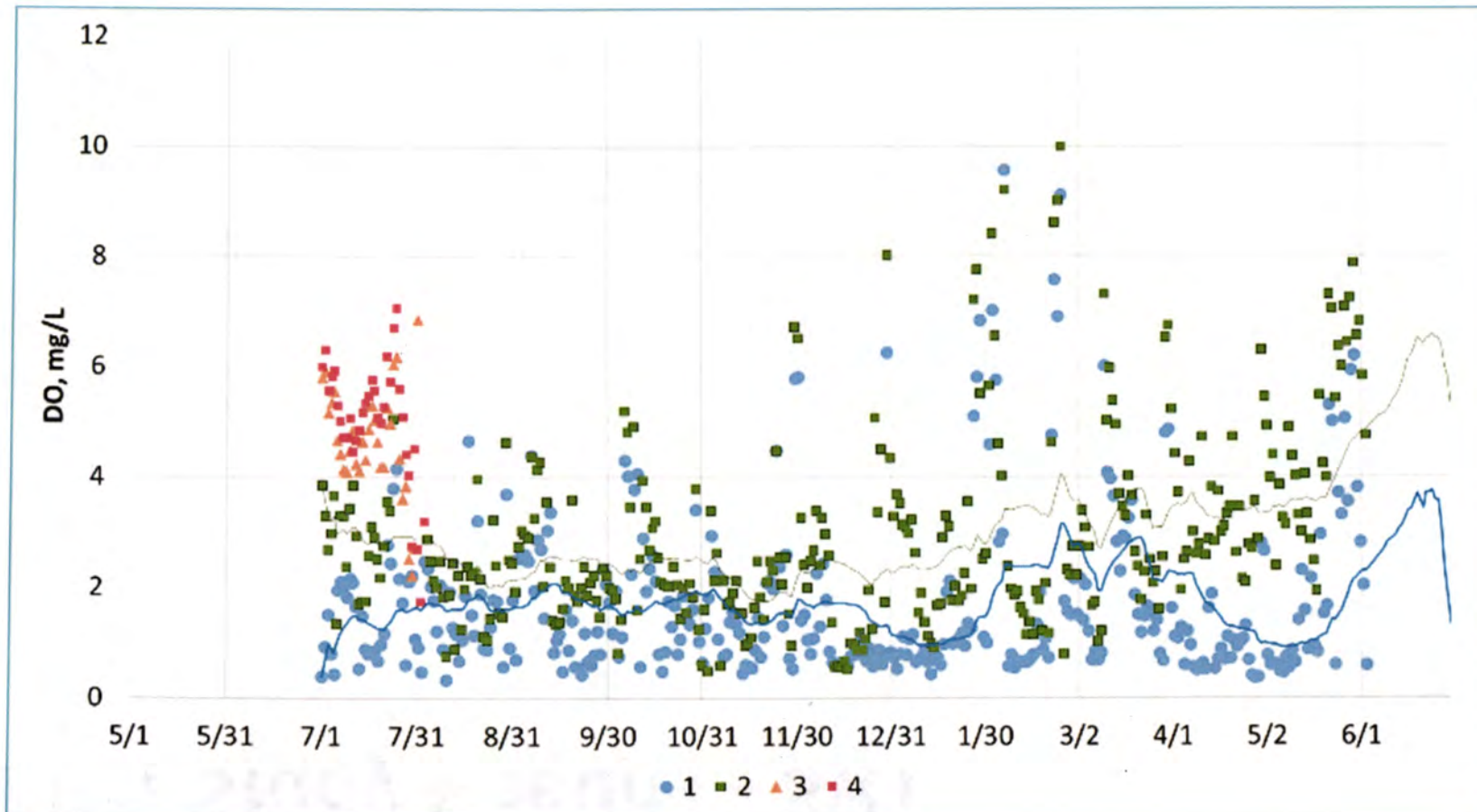


# Pilot Study Results - SRT

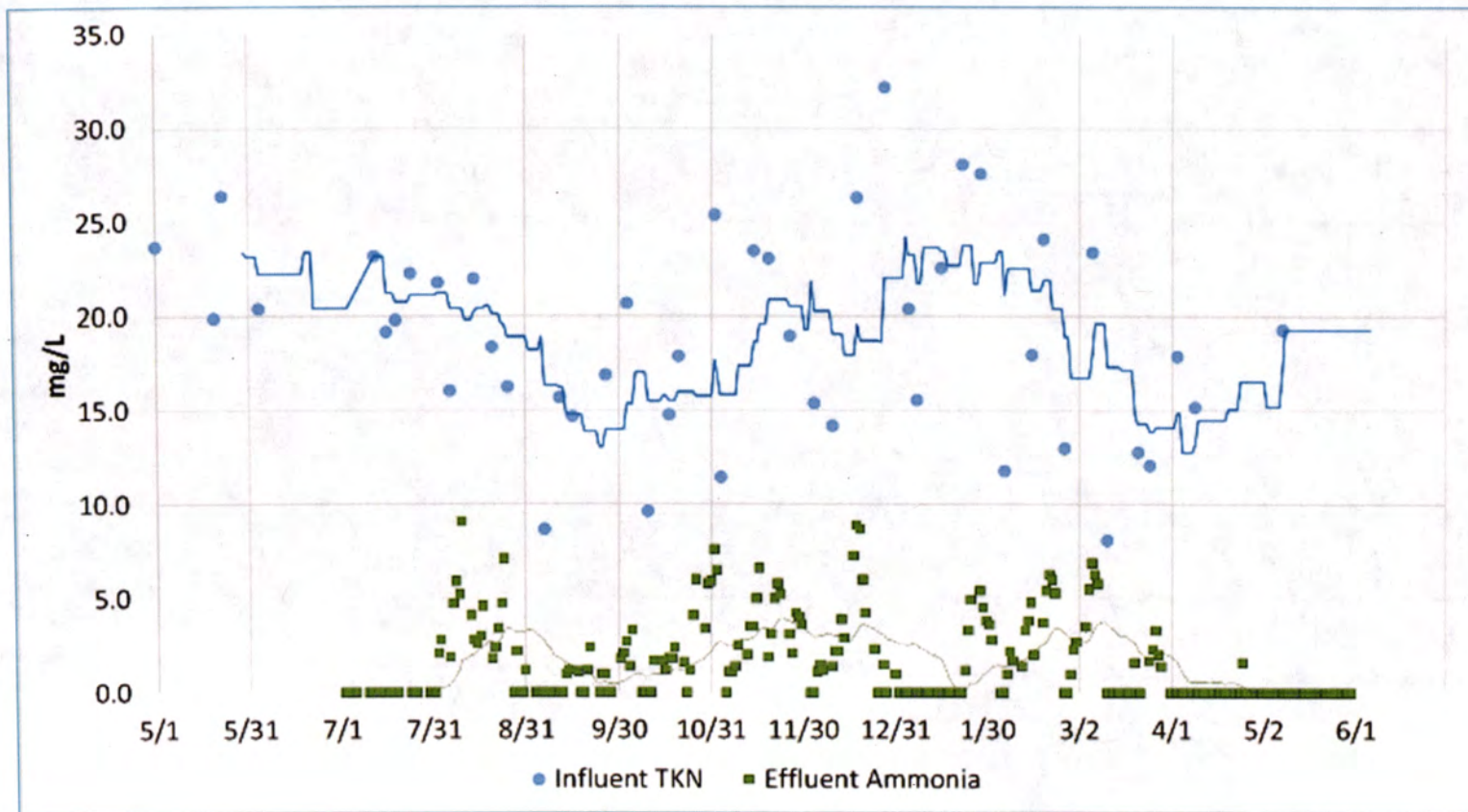




# Pilot Study Results - DO



# Pilot Results - Nitrogen





# 04 Lessons Learned

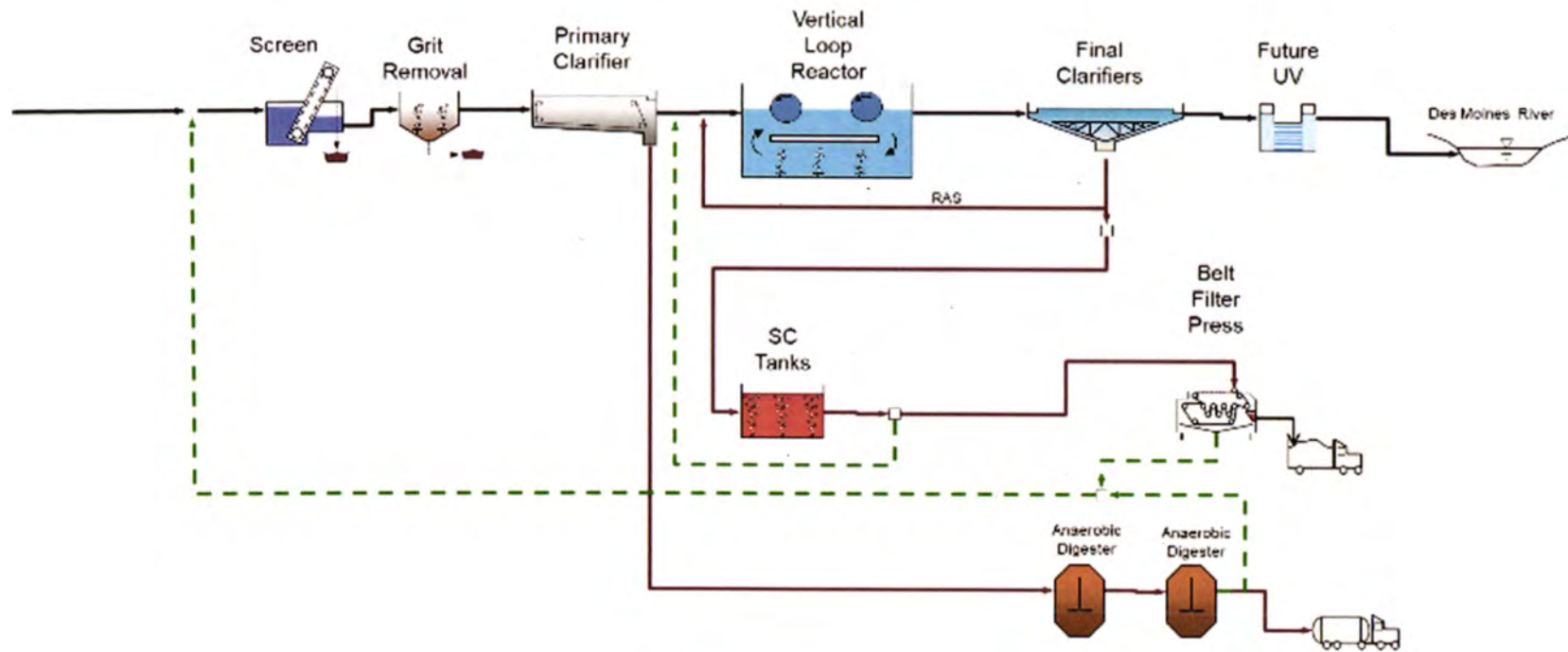
# Pilot Result Benefits

- Maintained reasonable effluent ammonia concentrations even at lower sludge age.
- Overall aeration demand and power requirements were reduced (more efficient than expected)
  - Lower aeration requirements in VLR and SC tanks
- Only 2 VLRs needed at lower MLSS and lower aeration requirement – freeing up BOD capacity

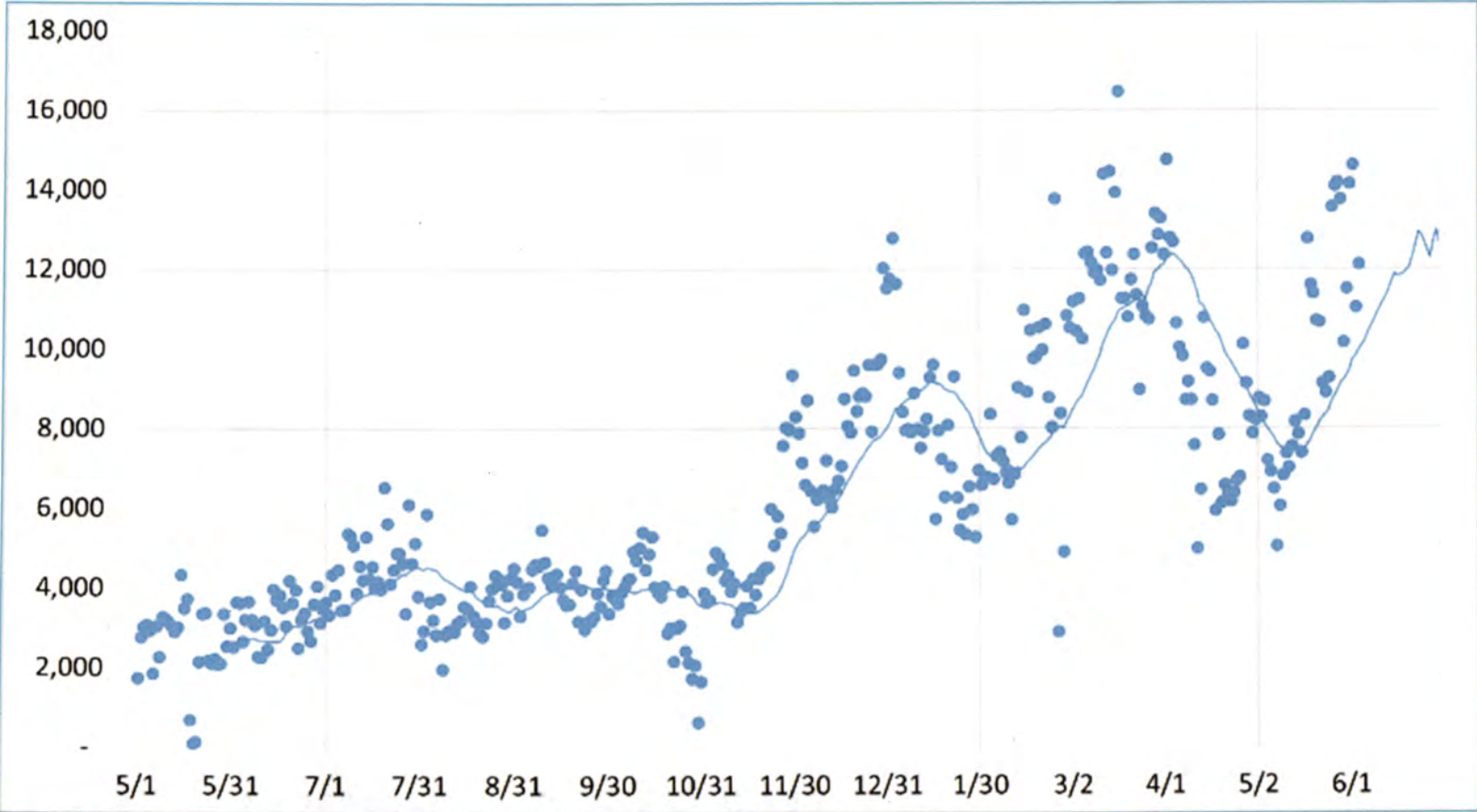
# Challenges

- Impacts of Increased Sludge Wasting:
  - Need more RAS/WAS pump capacity
  - Challenges of settling and decanting in SC Tanks
  - Meeting SOUR tests in SC tanks
  - Solids from SC decant return is building up in system.
    - Need to decouple the digestion operation from liquid stream treatment.
  - May require dewatering more frequently
  - May require anaerobic digestion of aerobic sludge (TBD)

# Plant Process Diagram



# Pilot Study Results – WAS



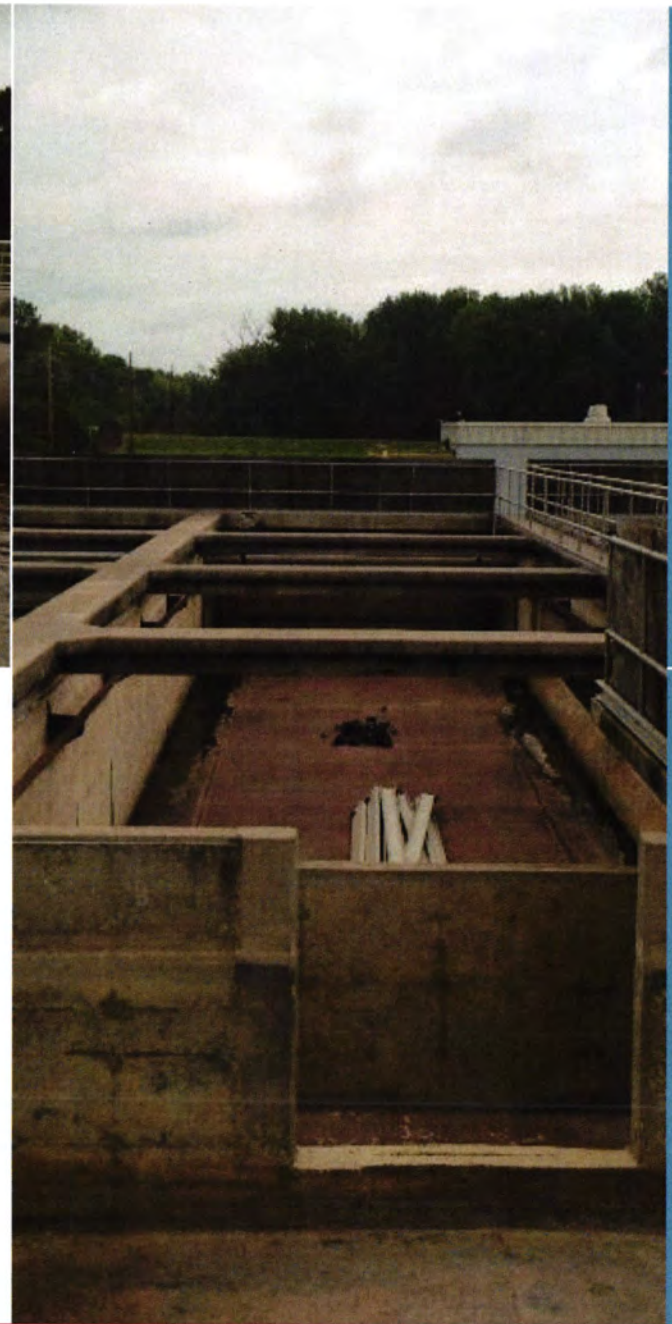


# 06 Next Steps



## Next Steps

- Continue in BOD only mode.
- Work with staff to trouble shoot solids handling issues
  - Increase RAS/WAS pumps capacity
  - Anaerobic digestion of WAS
  - Confirm costs of dewatering digested WAS
  - Improve sludge thickening – Mechanical Thickening
- Confirm BOD capacity achieved
- Complete nutrient reduction study as required by IDNR.
- Look into formal rerating of plant based on confirmed capacity.



# Lessons Learned from Not Nitrifying

## Ottumwa WPCP

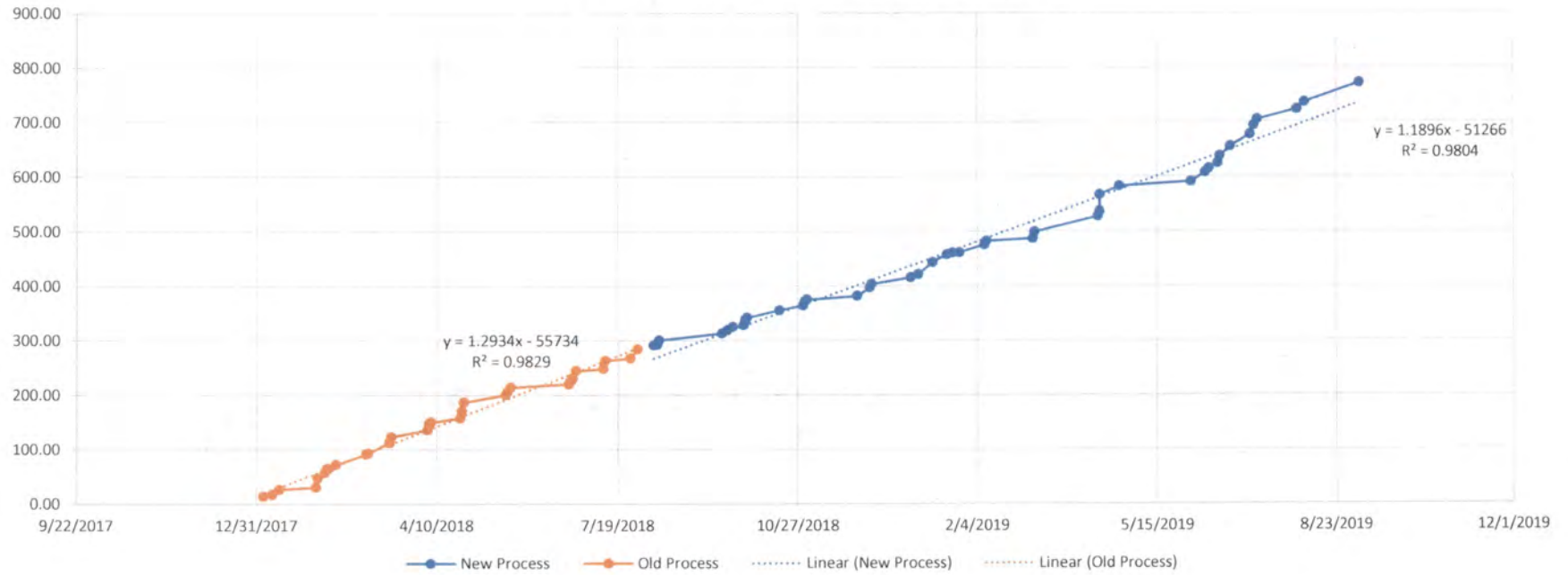


# Results of Process Change

- Sludge Hauling
- Water Quality
- Energy Efficiency / Cost Savings
  - Where to from here?

# Sludge Hauling

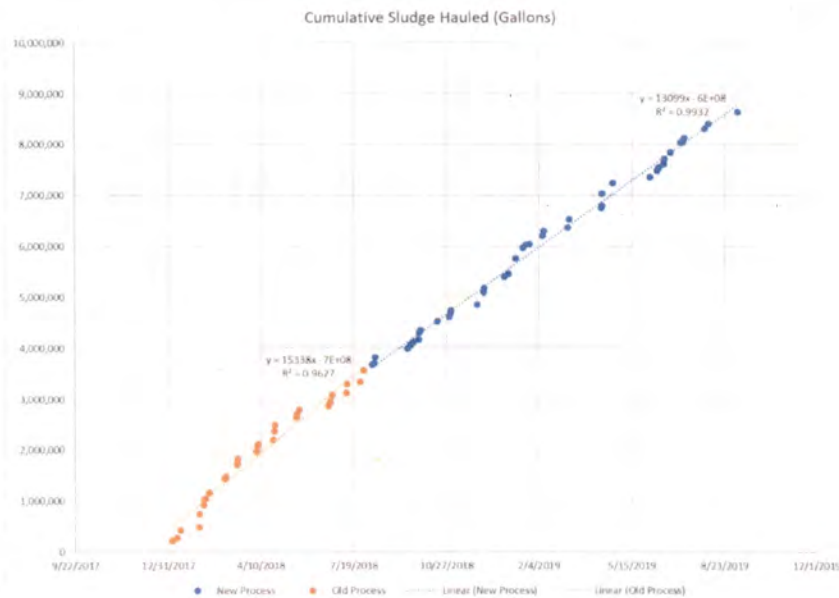
Cumulative Sludge Hauled (Dry Metric Tons)



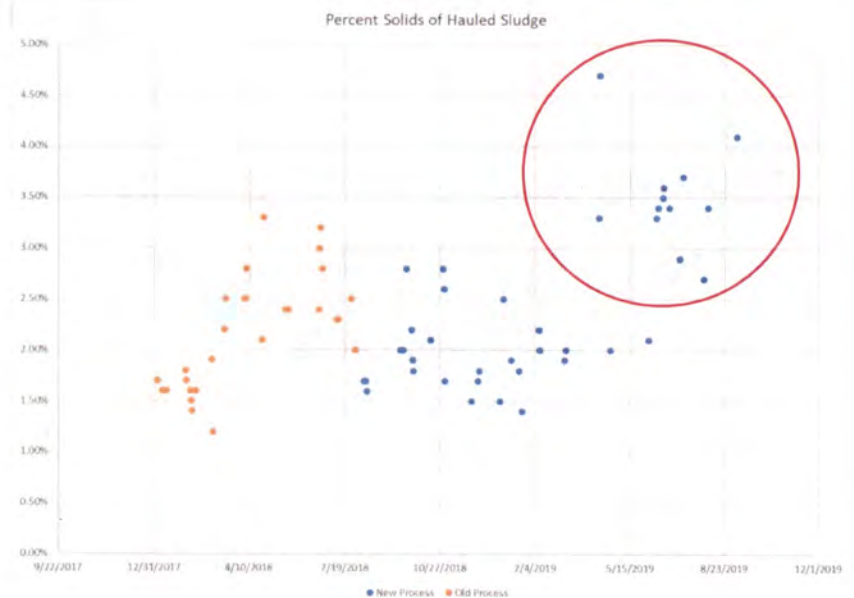
# Sludge Hauling

Cost Savings (@\$.0255/ gallon) = \$20,000 per year

## 2,200 fewer gallons per day



## Higher Solids Content



# Water Quality

## **Total Phosphorus**

- Old Process = 46% Removal
- New Process = 47% Removal

## **Total Nitrogen**

- Old Process = 26% Removal
- New Process = 25% Removal

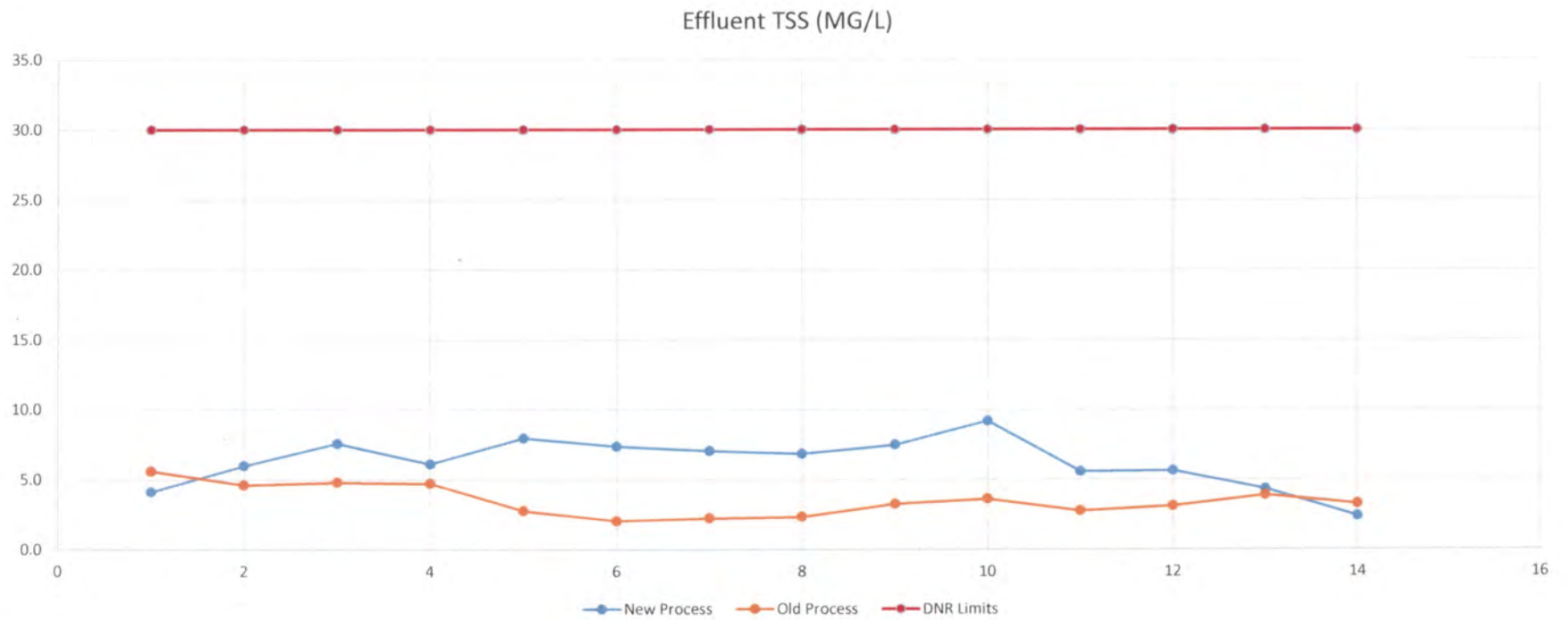
## **Ammonia**

Ottumwa has different daily and 30 day average ammonia limits for each calendar month. The highest recorded influent ammonia concentrations since 2014 were 40% below the lowest effluent limits for any month.

# Water Quality

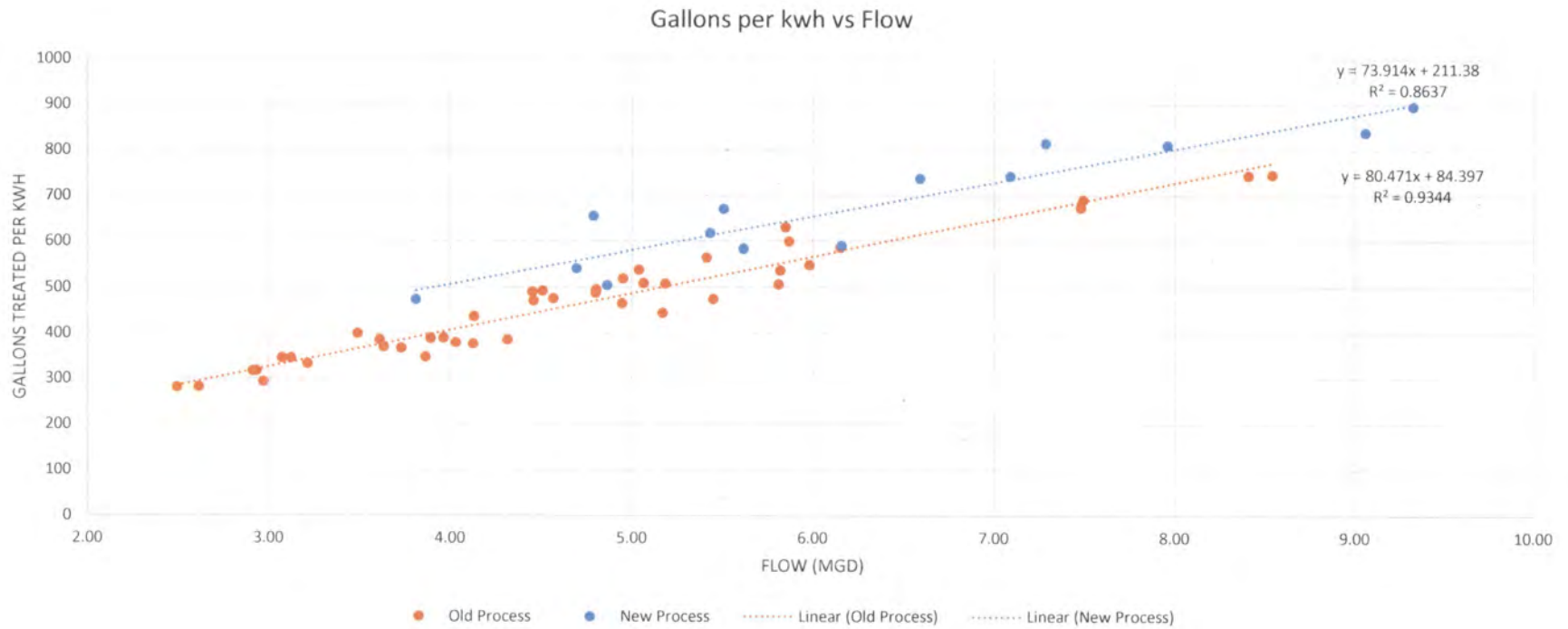


# Water Quality

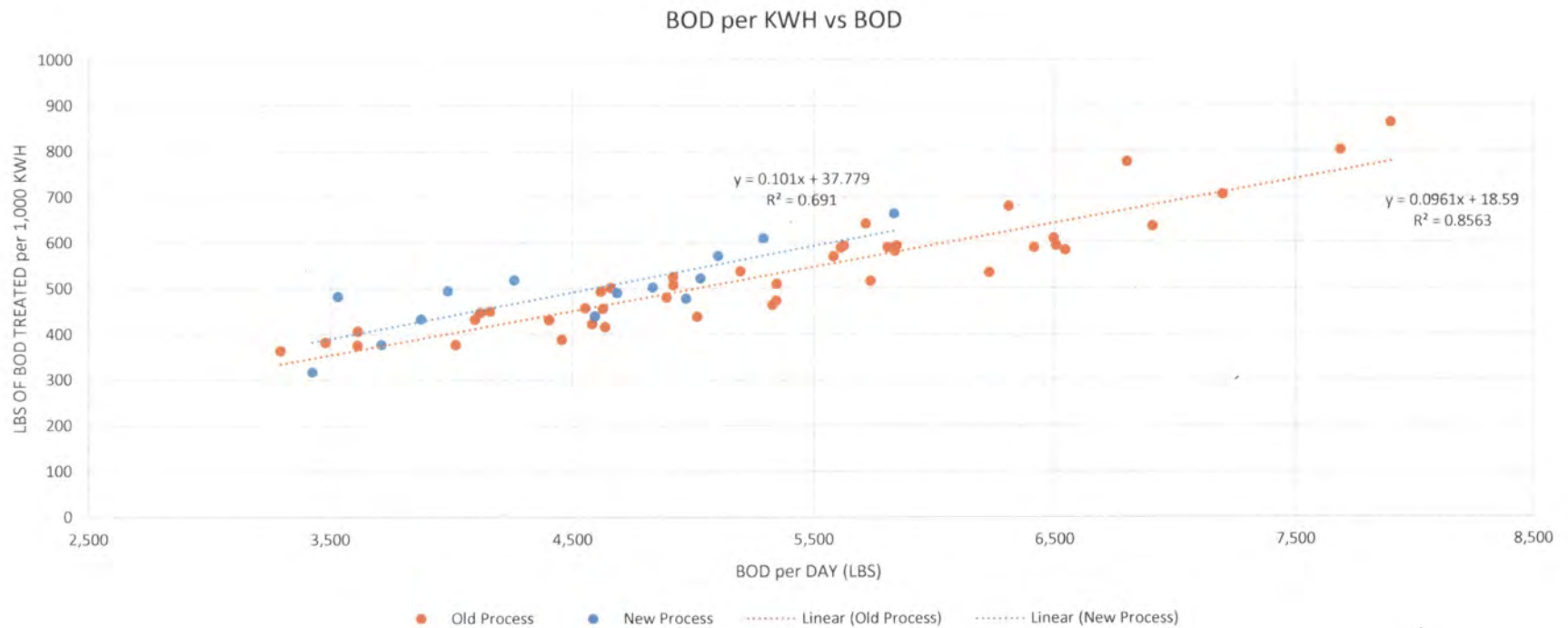




# Energy Efficiency / Cost Savings



# Energy Efficiency / Cost Savings



# Energy Efficiency / Cost Savings

- Comparing 13 months since process change to 13 previous months:
  - Raw reduction in electricity use is 7%
  - 16% reduction in electricity consumption when corrected for:
    - 60% higher inflows since process change
    - 5% higher BOD loading since process change
- 1,600 fewer KWH per day = 590,000 fewer KWh per year
- Electrical cost savings of \$44,000 per year

## Fun Facts (EPA and DoE)

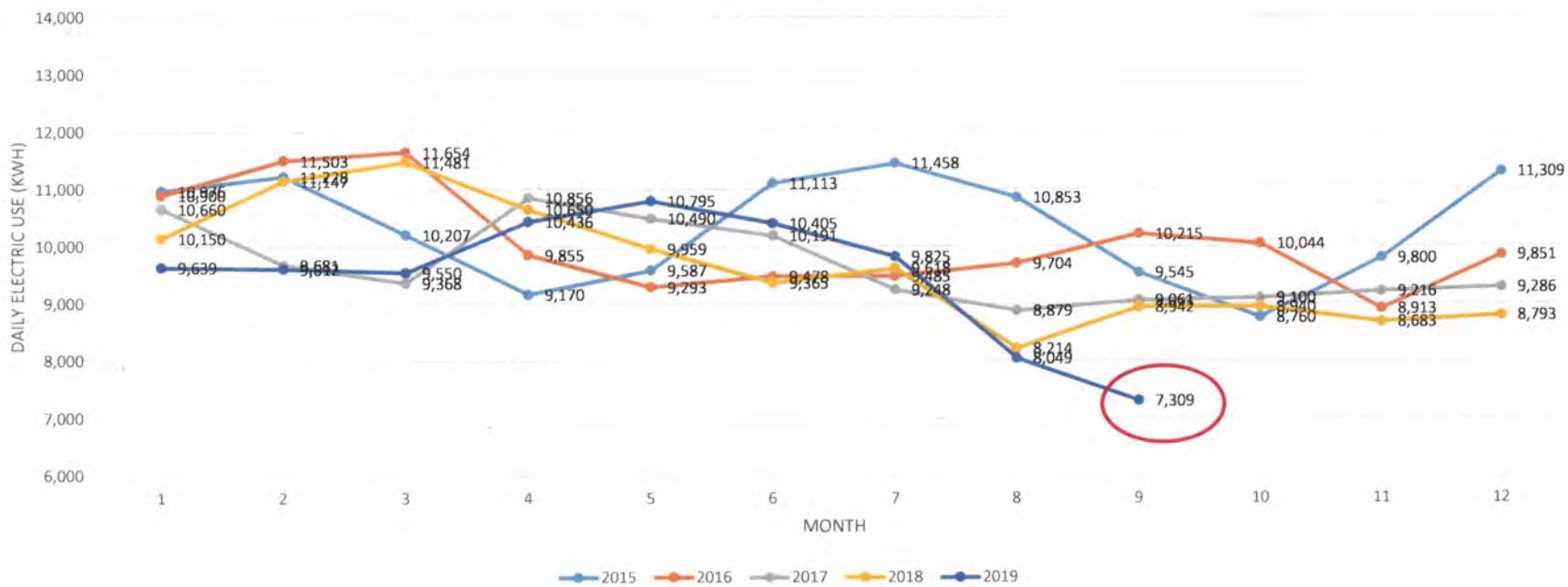
- Energy savings equal to installing 18,500 square feet of solar panels, at a cost of approximately \$800,000.
- Prevents 900,000 lbs of CO<sub>2</sub> emissions per year
- Offsets CO<sub>2</sub> emissions from 47,000 gallons of gasoline, equivalent to 76% of the gasoline city vehicles use in a year. This includes Police, Fire, all departments in City Hall, Public Works, Airport, Parks, WPCF, Cemetery, OHA, Landfill, Recycling, etc.
- Offsets CO<sub>2</sub> emissions from driving a Kia Soul 1.4 million miles.

# Where to from here?

- Look at ways to further reduce the cost of aeration.
  - Have reduced air production as much possible with existing equipment, but dissolved oxygen is still higher than necessary
  - Additional savings will require significant capital expenditures and may not be cost effective.
- Continue to optimize recirculation rates.
  - Were at 57%, now at 39%. So far no sludge build up in Final Clarifiers. Still room to go lower.

# Average Daily Electricity Use

Electric Use - 2015 to Present



# Summary

- Continuing to produce high quality effluent.
- Savings versus the previous process of \$64,000 dollars last year.
- 7,200 lbs / day = Max month BOD since Dr. Pepper pretreatment
- 11,613 lbs / day = Current rated 5-day BOD loading
- 24,300 lbs / day = Ability to rerate with few capital improvements.
- Will not rerate until necessary because of regulatory issues.

# Item No. G.-1.

FILED

## CITY OF OTTUMWA STAFF SUMMARY

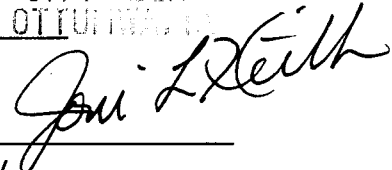
2019 OCT -9 AM 8:16

Council Meeting of: October 15, 2019

ITEM NO. \_\_\_\_\_

CITY CLERK  
OTTUMWA, IA

Joni Keith  
Prepared By

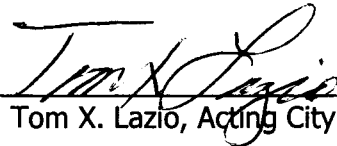


Health & Planning

Department

Kevin Flanagan

Department Head

  
Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Public hearing on the proposed revocation of an Easement and the demolition of a storage unit adjacent to city-owned property at 203 E. Main/116 S. Market in Ottumwa.

\*\*\*\*\*

PURPOSE: Public Hearing to receive input and comments regarding the proposed revocation of an easement held by Paul and Judith Gettings and the demolition of a storage unit on their property.

RECOMMENDATION:           Open Public Hearing.  
                                  Receive Comments.  
                                  Close Public Hearing.

**DISCUSSION:** This resolution sets a public hearing on October 15, 2019 at 5:30 p.m. for the revocation of an existing easement agreement and the demolition of a cook shack building located adjacent to 203 E. Main/116 S. Market in Ottumwa. The City acquired this property through the 657A process and will be accepting bids on the property in the near future. There is an existing easement on this property that allowed the former owner of 203 E. Main/116 S. Market to construct a small metal shed on property owned by Paul and Judith Gettings for a cook shack and storage. This shed is no longer needed and the current owners are requesting that the easement be released and revoked so they can utilize this area for parking for their tenants. The current owner, Josh Gettings, has agreed to remove and demolish the metal storage unit at his cost. Attached is a copy of the Easement that would be revoked. A public hearing is needed since the City is revoking a current property right and demolishing a storage unit that would go with the 203 E. Main/116 S. Market property. A copy of the revocation document is attached hereto.



FILED  
CITY OF OTTUMWA  
STAFF SUMMARY  
2019 OCT 10 PM 1:17

Council Meeting of: October 15, 2019

CITY OF OTTUMWA  
ITEM NO. \_\_\_\_\_

Joni Keith  
Prepared By



Planning

Department

Kevin Flanagan

Department Head

  
Tom X. Lazio, Acting City Administrator

**AGENDA TITLE:** Resolution No. 225-2019 approving the revocation of an easement for a storage unit adjacent to city-owned property at 203 E. Main/116 S. Market in Ottumwa, Iowa.

\*\*\*\*\*

**PURPOSE:** Following a public hearing, approve the revocation of an easement for a storage unit adjacent to city-owned property at 203 E. Main/116 S. Market in Ottumwa, Iowa.

**RECOMMENDATION:** Pass and adopt Resolution No. 225-2019.

**DISCUSSION:** This resolution sets a public hearing on October 15, 2019 at 5:30 p.m. for the revocation of an existing easement agreement and the demolition or removal of a cook shack building located adjacent to 203 E. Main/116 S. Market in Ottumwa. The City acquired this property through the 657A process and will be accepting bids on the property in the near future. There is an existing easement on this property that allowed the former owner of 203 E. Main/116 S. Market to construct a small metal shed on property owned by Paul and Judith Gettings for a cook shack and storage connected to a former restaurant at that location. This shed is no longer needed and the current owners are requesting that the easement be released and revoked so they can utilize this area for parking for their tenants. The current owner, Josh Gettings, has agreed to remove and demolish the metal storage unit at his cost. Attached is a copy of the Easement that would be revoked. A public hearing is needed since the City is revoking a current property right and demolishing or removing a storage unit that would go with the 203 E. Main/116 S. Market property. A copy of the revocation document will be provided to Council prior to the public hearing.

**RESOLUTION NO. 225 -2019**

**A RESOLUTION DISPOSING OF AN EASEMENT ADJACENT TO 203 E. MAIN/116 S. MARKET IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA**

**WHEREAS**, the City proposes to dispose of the following described property locally known as an easement over and across the northeast forty feet (40') of Grantors' real estate legally described as:

See attached legal description

**WHEREAS**, the City of Ottumwa is the present title holder of this easement as it runs with the city-owned land located at 203E. Main/116 S. Market; and

**WHEREAS**, before a real estate interest may be disposed of, notice must be published and a public hearing held thereon; and

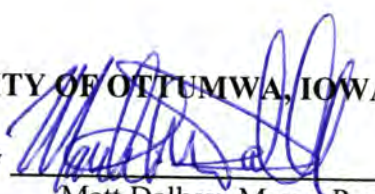
**WHEREAS**, grantors of the original easement have requested that the easement be revoked and terminated and the storage shed/cooking shed located thereon be demolished or removed at their cost and the grantors be allowed to utilize their property as if no easement existed.

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

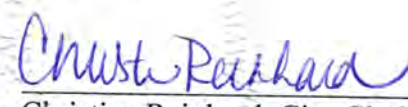
That the easement located on property adjacent to 203 E. Main/116 S. Market with Paul and Judith Gettings is hereby revoked and terminated and the cooking shed/storage shed shall be demolished or removed at the cost of the current owners of the property which contains the easement.

Passed and adopted this 15th day of October 2019.

**CITY OF OTTUMWA, IOWA**

By   
Matt Dalbey, Mayor Pro Tem

**ATTEST:**

  
Christina Reinhard, City Clerk

A part of Lot 292, Block 22, in the Original Plat of the City of Ottumwa, Iowa, described as follows, to-wit: Commencing at a point on the Northeasterly line of Main Street 2 feet Northwesterly from the Southeasterly line of said Lot 292; thence Northwesterly along said Northeasterly line of Main Street 24 feet and 6 inches; thence at right angles to said Main Street Northeasterly 80 feet; thence Southeasterly parallel to Main Street 6 inches; thence Northeasterly at right angles to Main Street to a point 25 feet Southwest from the alley in the rear of said lot; thence Southeasterly parallel with and 25 feet from the Southwesterly line of said alley to a point 2 feet Northwesterly from the Southeasterly line of said Lot; thence Southwesterly parallel with and 2 feet from the Southeasterly line of said lot 292 to the place of beginning; also the undivided  $\frac{1}{2}$  interest in common in the stairway erected between the building on the ground hereinabove described and the building of the successor in interest of James L. Taylor on the part of Lot 291 adjoining and all the rights in and to the unconditional use and ownership of the whole of the front office over the stairway in said building erected on the ground hereinabove described and formerly used as a bank building so long as said building remains standing being all the rights and interest of the Iowa National Bank of Ottumwa, Iowa, owned and held under the terms and conditions of a certain deed executed by the said Iowa National

Bank to James L. Taylor dated January 20, 1872, and recorded in Deed Record H page 594, in the Recorder's Office of Wapello County, Iowa.

Also a perpetual easement for use as a passageway 6 feet in width over and across the Northeast 25 feet of the Northwest 64 feet of Lot 292, Block 22, in the Original Plat of the City of Ottumwa, Iowa, more particularly described as follows: Beginning 2 feet Northwest of the East corner of said Lot on the line of the alley; thence Northwest along the line of the alley to Market Street; thence Southwest along Market Street 25 feet; thence Southeast on a line parallel with said alley 64 feet; thence Northeast parallel with Market Street 25 feet to the place of beginning. The title to said 6 foot strip of ground being vested in the Phoenix Trust Company, its successors and assigns, but the same to be forever kept open for free and common use of both the Phoenix Trust Company and the Iowa National Bank, of Ottumwa, Iowa, and their successors and assigns as a passageway in connection with the adjoining properties. All as provided in a Quit-Claim Deed from Phoenix Trust Company to Iowa National Bank, of Ottumwa, dated June 9, 1904 and recorded in deed record 65 page 231, Wapello County, Iowa, Records.

2019 OCT 10 PM 1:17  
CITY CLERK  
OTTUMWA

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: October 15, 2019

Public Works - WPCF  
Department

Alicia Bankson  
Prepared By  
*Darryl Seals*  
Department Head

*Tom Lopez*  
City Administrator Approval

AGENDA TITLE: Resolution #235-2019. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the WPCF – Gatewell Conversion Project.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution #235-2019.

DISCUSSION:

This project consists of converting gatewell structures at the ends of Market and Jefferson Streets into manholes. This includes removing existing gates, placing concrete, and installing an access door at Jefferson Street. The gatewells are no longer authorized Combined Sewer Overflows (CSOs). This project will close off these two levee penetrations.

Bids will be received and opened by the City of Ottumwa on October 30, 2019. The bid report and bid award recommendation will be presented at the City Council meeting on November 5, 2019. Construction on this project is expected to commence when the river falls to a workable level and shall be substantially complete within 20 working days.

Engineer's Opinion of Cost: \$34,000

RESOLUTION #235-2019

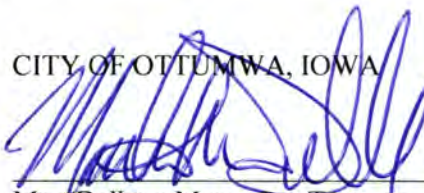
A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE WPCF – GATEWELL CONVERSION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

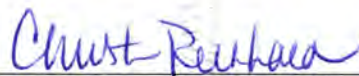
WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 15<sup>th</sup> day of October, 2019

CITY OF OTTUMWA, IOWA  
  
Matt Dalbey, Mayor Pro Tem

ATTEST:

  
Christina Reinhard, City Clerk

10/11/19

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Gateway Conversion Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on October 15,

2019, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: Convert gateway structures at the ends of Market and Jefferson Streets into manholes. This includes removing existing gates, placing concrete, and installing an access door at Jefferson Street. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Matt Dalbey, Mayor Pro Tem ATTEST: Christina Reinhard, City Clerk

FILED  
CITY OF OTTUMWA  
2019 OCT 10 PM 1:56  
STAFF SUMMARY  
CITY OF OTTUMWA

Council Meeting of: October 15, 2019

ITEM NO.  
Joni Keith

Prepared By

Tom X. Lazio  
Department Head

Administration  
Department

AGENDA TITLE: Approve Resolution #227-2019 authorizing Mayor Pro Tem Matt Dalbey to sign an agreement with Moulder & Associates/Midwest Municipal Consulting, a search firm, to assist in the recruitment and hiring of a City Administrator.

\*\*\*\*\*  
PURPOSE: Authorize the Mayor Pro Tem to hire and sign an agreement with a search firm for the recruitment and hiring of a City Administrator.

RECOMMENDATION: Pass and adopt Resolution #227-2019.

DISCUSSION: With the resignation of former City Administrator Andy Morris, it is necessary to hire a new City Administrator. Due to time constraints and the importance of this position, staff is recommending that a search firm be hired to assist with this process, recruit qualified candidates and conduct detailed background checks. The Acting City Administrator, Tom X. Lazio and the City Attorney solicited Requests for Proposals from seven (7) executive search firms from across the United States. The City received three (3) written proposals. The consensus from all of the search firms is that the process will take a minimum of three to six months to complete. The three firms are all reputable firms with the cost ranging from \$14,500 to \$21,500. Moulder & Associates' proposed fees of \$14,500 included estimated expenses. GOVHR, an Illinois firm, suggested a proposed fee of \$21,500, which included expenses. The final firm, Mercer Group out of Atlanta had a proposed fee of \$16,500 with an additional cost of up to \$6,000 for expenses. Moulder & Associates is an Iowa firm with a 12-month guarantee. In the event the successful candidate does not stay in Ottumwa for at least one year, this firm will provide recruitment services for free excluding expenses. The recommendation of staff is that the City proceed with Moulder & Associates, which came in at a lower cost and would have more information and contacts within the state. While the other three firms are very reputable, it was felt that a more local representative would be helpful and the extra travel expenses would be reduced substantially. Attached hereto is the proposal from Moulder & Associates/Midwest Municipal Consulting LLC.

**RESOLUTION #227-2019**

**A RESOLUTION APPROVING AN AGREEMENT WITH  
MOULDER & ASSOCIATES/MIDWEST MUNICIPAL CONSULTING LLC  
TO PROVIDE EXECUTIVE SEARCH SERVICES  
FOR A CITY ADMINISTRATOR**

WHEREAS, the City solicited proposals from executive search firms around the country to provide services for the selection of a new City Administrator; and

WHEREAS, City staff is recommending that an agreement with Moulder & Associates/Midwest Municipal Consulting LLC should be approved in the amount of \$14,500, which includes up to \$3,000 for expenses for executive search services for a new City Administrator.



BE IT FUTHER RESOLVED that the Mayor Pro Tem is authorized to sign an agreement with Moulder & Associates/Midwest Municipal Consulting LLC to provide executive search services for a new City Administrator at a cost not to exceed \$14,500.

PASSED and ADOPTED this 15<sup>th</sup> day of October, 2019.

CITY OF OTTUMWA IOWA

  
\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:

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



[www.moulderandassociates.com](http://www.moulderandassociates.com)

[WilliamMoulder@mchsi.com](mailto:WilliamMoulder@mchsi.com)

October 15, 2019

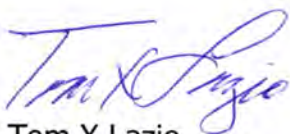
AGREEMENT TO CONDUCT EXECUTIVE SEARCH  
FOR CITY ADMINISTRATOR

CITY OF OTTUMWA AND MOULDER AND ASSOCIATES LLC

Upon approval by the Ottumwa, Iowa, City Council; the City of Ottumwa and Moulder and Associates Consulting enter into an agreement to conduct an executive search for the position of City Administrator. The terms of the agreement are contained in the Proposed Scope of Services submitted October 3, 2019.

Payment for services will be in three installments, of \$3,833.33. The final payment will have expenses added. The total will not exceed \$14,500. The cost to bring candidates to the city is the responsibility of the city.

The first payment is due at the start of the process, the second at the start of year 2020 and the final payment at the conclusion of the process. The City will receive an invoice for each payment.



Tom X Lazio  
Interim City Administrator



Matt Dalbey  
Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



[www.moulderandassociates.com](http://www.moulderandassociates.com)

[WilliamMoulder@mchsi.com](mailto:WilliamMoulder@mchsi.com)

October 3 2019

Mayor Tom Lazio  
City of Ottumwa  
105 East 3<sup>rd</sup> Street  
Ottumwa, Iowa 52501

Honorable Mayor and Members of the City Council:

This is a joint proposal from Moulder and Associates and Midwest Municipal Consulting, LLC to assist the city in the search for the next City Administrator. Finding the right person to carry out the directions of the Mayor and Council is a major process. This is more labor intensive than finding people to fill other positions within the city's workforce. Cities are staffed to do the routine steps for regular employee selections. They are not staffed to do the tasks associated with executive searches. The decision to use a consulting service is a proper use of resources. Identifying the right person is more than finding someone with the credentials. It is finding the person that will fit best within the organization and the community.

## **PROPOSED SCOPE OF SERVICES CITY ADMINISTRATOR - EXECUTIVE SEARCH**

### **PROCESS**

Moulder & Associates and Midwest Municipal Consulting brings years of experience working closely with elected officials and department directors in many city planning settings. Their search process is based on prior experience and on a proven search methodology. The goal of this process is two-fold. First, to maximize your input while minimizing your time investment until we have a small, select pool of final candidates. Second, to provide you with the benefit of our expertise as you select a candidate who best matches your needs.

#### **Phase I:**

**Learn the Community's Needs** – We learn the community's needs through interviews with key city employees, elected officials, focus groups and any identified leaders in the community; such as the School Superintendent, developers and other citizens selected by the Council. The outcome is shared with the Mayor and City Council members and an organizational review session is held to get the leadership to

agree on the job description, profile, announcement and coordinate schedule and process.

**Profile the Position** – Based on the above input, we work with the Mayor and City Council members to delineate the skills, knowledge, and abilities a successful candidate must possess, along with the important traits, attitudes, and values. We do this by way of several informal meetings with either a Personnel Committee or with individual Council, the Mayor, and key staff members to identify their thoughts on the critical strengths and characteristics they seek in a new leader. These meetings enable us to learn the City's requirements for the position, such as experience, education, and training, as well as management and communication style. We then discuss the challenges the City is facing. We identify the expected results for the new leader for the first year and then the next three to five years. From this process, we develop a position profile. The position profile not only includes a comprehensive job description, but also an overview of the community, the key opportunities and challenges facing the candidate and the selection criteria establishing a recruitment platform.

#### **Phase II:**

**Recruitment of the Best Candidates; Tap the Candidate Pool** – We tap the candidate pool in a variety of ways. One, we develop and place advertisements in appropriate professional publications, such as recruitment ads like ICMA, Government Jobs, LinkedIn, Midwest Municipal Consulting Website, Iowa League of Cities, and neighboring leagues. Two, we develop and distribute the position profile to likely candidates and others who may be interested or helpful. Three, our personal contacts with City Clerks and City Administrators throughout the state and region tend to be the most fruitful source of top applicants. Four, we seek out and encourage top-level people to apply for the position who may not be looking for employment or who may be reluctant to apply directly to the City. Five, we review our files to find candidates who we know already meet your specifications and contact people directly in local governments who may know of suitable candidates for the position.

*justify* **Screening and Evaluation** – Upon receipt of applications, we will screen and pre-quality candidates for you. We do this by reviewing the applications and narrowing the candidate pool based on the extent of match with the specified criteria. This narrowed pool is then further reduced by the use of assessment tools, such as questionnaires, examples of responses to written questions, one-on-one meetings, personality profiles or telephone interviews with the candidates.

**Background Checks** – For candidates who pass the screening stage above, we conduct complete and thorough background investigations on their employment, education, criminal, credit and general background.

**Advancement Report** - Once the above tasks have been completed, we will provide a report of our findings and bring the top 7-10 candidates to the Mayor and City Council

for review and discussion. The report will include specific information on each candidates' education, work history, accomplishments, strengths, skills, and conclusions. At this meeting, we will review the interview schedule with the leadership.

**Narrow the Field/ Reference Calls** – Once the Council has narrowed the search to those they would like to interview we will make reference calls; inquiries to peers and other individuals who are working with or have worked with the applicant. After background checks are completed, we screen down the top three to five candidates based on the number of finalists you desire.

**Phase III:**

**Interview Preparation and Event** – Once the finalists have been determined, they are invited to attend an on-site evaluation. At this time, they are given a tour of the City and meetings with selected community leaders, staff, and City officials are arranged. With our assistance, the Mayor and Council can ease through the process since we will have questions, have made reference calls, prepared the schedule and the interview questions. We will coordinate meeting space and panels and present the findings at the end of the interview event.

**Phase IV:**

**Offer/Negotiations** – We take great care of the finalist and will work with you to help structure an offer that meets the individual's and City's needs. We will also assist the City with the development of an employment contract, if necessary.

**PROPOSED TIMELINE AND FEES**

A project schedule is typically a 90-120-day process. Here is a proposed tentative search timeline:

Approximate Date	Task	Associated Fee
October 15	City Council approved a contract with a consulting firm to hire City Administrator.	
October 25	<b>Phase I:</b> Confidential Interviews with Mayor, Council members, focus groups and Staff.	\$3,000
October 31	Update the job description and prepare a profile for the position.	
November 5	Council approves job description, profile and assesses the organization for effectiveness.	

November 8	<b>Phase II:</b> Prepare advertisements. Prepare a list of potential candidates. Consultants advertised for the position on various websites and publications. Email profile and making phone calls to potential candidates.	\$4,500
November 26	Deadline for applications and screening of candidates. Education Verification, Credit Checks, Criminal Background Checks.	?
December 3	Council Special Meeting – Closed Session to update City Council on process; providing Advancement Report and list of 7-10 finalists.	
December 13	Review responses to written Questionnaire/Sample and Phone Interview of Finalists Call Candidate References Coordinate Interviews	
December 17	Council Special Meeting – Closed Session to Update City Council on Process; providing Advancement Report and list of finalists. Finalists reduced to 3-5. Select candidates for interview and to confirm dates/times of interview.	
December 18	Send a packet of information to candidates for formal interviews	
January 3-4	<b>Phase III:</b> Formal Interviews. Additional elements of interview process may include: <ul style="list-style-type: none"> <li>• Tour provided by City.</li> <li>• Interviews by Department Heads.</li> <li>• Interviews to be conducted by community leaders (from boards, chamber, EDC, business, and volunteers.</li> <li>• Public open house and formal presentations.</li> <li>• Comment cards provided and collected at each event.</li> <li>• Finalist does public presentation and final interview with City Council.</li> <li>• Comment cards provided to Mayor and Council before deliberation.</li> </ul> Closed Session to deliberate and Council provides direction to the consultants to negotiate wage and other details of an employment offer (and contract, if necessary).	\$3,000

January 4-6	<b>Phase IV:</b> Extend offer of employment. May include, consultant to draft agreement. City Attorney reviewed and amended the agreement for execution.	\$500
January 7	City Council to approve offer of employment (contract) at Council Meeting.	
February or March	City Administrator to start, depending on 30 day or 60-day notice requirement per previous contract	
	Out of Pocket Expenses: Approximate cost of advertising, background checks, mileage, postage, photocopies, etc.	\$3,000
	<b>Total Not to Exceed</b>	<b>\$14,500</b>

Alternative steps and an alternative timeline could also be arranged.

#### PROFESSIONAL FEES AND PAYMENT POLICY

We will conduct the search and provide the related services outlined for all phases above for a flat fee of \$11,500 plus expenses, which includes the cost of advertising, background checks, mileage, postage, photocopies, etc. Normally expenses do not exceed \$3,000. The cost to bring applicants in varies according to the distance they travel.

It normally takes 90-120 days to complete a candidate search and fill a position at this level. Fees are payable in three equal payments, with the first one-third payment due at the signing of the agreement; one-third due after Phase II and the final payment due at the time the offer of employment is accepted.

#### GUARANTEE

If the selected candidate is terminated for non-performance of duties within the first 12 months of appointment, we will assist in refilling the position for the costs of expenses only.

William H. Moulder  
[williammoulder@mchsi.com](mailto:williammoulder@mchsi.com)  
 515 371 1669

Stephen Niebur  
[adnil@iowatelecom.net](mailto:adnil@iowatelecom.net)  
 641 342 3549

Elizabeth Hansen  
[Ehansen.mmc@gmail.com](mailto:Ehansen.mmc@gmail.com)  
 515 391 9816

## WHO WE ARE

**William H. Moulder:** I have been in law enforcement forty-four years. The last eighteen years I served as Police Chief for Des Moines, Iowa. I retired in 2003. I have a Master's Degree in Public Administration and served as chair of the Resolutions Committee for the International Association of Chiefs of Police (IACP) for two decades. The Resolutions Committee guides the policy for IACP. I have been the Legislative Committee chair for the Iowa Police Executive Forum, a statewide organization of Chiefs of Police and I have served as the chair of the Polk County Chiefs and Sheriff's Association.

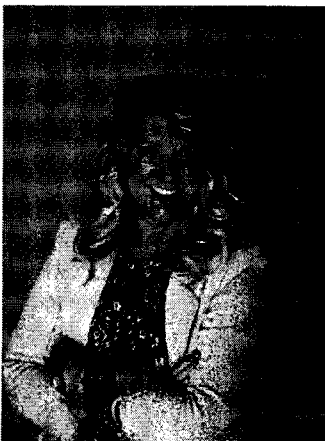
Following my retirement from Des Moines, I formed Moulder and Associates LLC, an organization designed to provide a wide range of technical and administrative services for local government and law enforcement agencies.

**Stephen Niebur:** Chief Niebur has been in law enforcement forty-two years. He served as Police Chief in Osceola, Iowa, for sixteen years. He retired in 2004. He is a graduate of the Southern Police Institute Administrative Officers Course. Chief Niebur was one of four Police Chiefs selected to serve on the "DARE America" Curriculum Advisory Board and he was the North Central Regional Chair for the State Association of Chiefs of Police Division of IACP. He is past president of the Iowa Police Executive Forum and served as a committee member for the Iowa Law Enforcement Academy, Curriculum Committee.

Our experience in both large and small police agencies gives us a unique and broad management perspective.

Chief Niebur and I began our police careers as patrol partners in the Kansas City, Missouri, Police Department. We independently obtained positions of Chiefs of Police in Iowa.

## Midwest Municipal Consulting, LLC



Ms. Elizabeth Hansen, President  
1915 79th Street  
Windsor Heights, IA 50324  
515-391-9816 Office and Cell  
[Ehansen.mmc@gmail.com](mailto:Ehansen.mmc@gmail.com)  
[www.midwestmunicipalconsulting.com](http://www.midwestmunicipalconsulting.com)

Elizabeth will be the assisting consultant on the project and will be involved in and coordinate all aspects of the search.

A native of the Midwest, Ms. Hansen has over 17 years of

experience in local government management, including as City Administrator in Elk Point, South Dakota as well as Jefferson, Nevada and Windsor Heights, Iowa. Her communities benefited from her leadership and proficiency in community visioning and financial planning. These skills, abilities and experiences are vital tools to promote and develop growth in rural and small communities throughout the Midwest. She has a master's in Public Administration from the University of South Dakota and a bachelor's degree in Paralegal Studies from National American University in Sioux Falls, South Dakota.

Hansen served on the Iowa League of Cities Board and Iowa City/County Managers Association Board. She has served as a lecturer for the Iowa Municipal Professionals Institute and was named Manager of the Year in 2014 by the Iowa City/County Management Association, and in 2007 she became the first recipient of the organization's Emerging Leader award. Ms. Hansen is also a Credentialed City Manager from the International City/County Manager's Association (ICMA-CM), Certified Municipal Clerk in the State of Iowa and Certified Human Resource Professional from the National Society of Human Resource Management (SHRM-CP).

**Affiliations:**

International City/County Manager's Assn.  
Past committee and member since 2002

Iowa Municipal Professional Institute Lectur  
in 2016 and 2017

Iowa City/County Manager's Association  
Past executive board and member since  
2004

National Society for Professional Human  
Resource Management Member since  
2018

Iowa League of Cities  
Past board, committee member, and  
member since 2004

Central Iowa Human Resource  
Management  
Member since 2018

Professional Developers of Iowa  
Member since 2016

Ms. Hansen's history as a City Administrator and her connections across the state of Iowa, enables her to combine the knowledge of the municipal profession to assist clients to help strengthen organizations and bring solutions into focus.



# SEARCH EXPERIENCE MOULDER AND ASSOCIATES

## 2019

Fort Madison  
David Varley  
City Manager  
319 372 7700  
Police Chief Search

## 2018

Windsor Height  
Elizabeth Hansen  
City Administrator  
515 279 3662  
Public Safety Director Position

Oskaloosa  
Michael Schrock  
City Manager  
641 673 9431  
Police Chief Search

## 2017

Coralville  
Kelly Hayworth  
City Administrator  
319 248 1700  
With Cayler Consulting  
Police Chief Search

North Liberty  
Ryan Heiar  
City Administrator  
319 626 5700  
Select First Fulltime Fire Chief

## 2016

Polk City  
Gary Mahannah  
City Administrator  
515 984 6233  
Police Chief Search

Johnston  
Jim Sanders  
City Administrator  
515 278 2344  
Police Chief Search

Carroll  
Eric Jensen  
Mayor  
712 792 1000  
**City Manager Search**

Spencer  
Bob Fagen  
City Manager  
712 580 7200  
Fire Chief Search

Windsor Heights  
Diana Willits  
Mayor  
515 279 3662  
**City Manager Search**

Marion  
Lon Pluckhahn  
City Administrator  
319 743 6301  
Police Chief Search

Mason City  
Brent Trout  
City Administrator  
641 421 3600  
With Cayler Consulting  
Police Chief Search

Carroll  
Gerald Clausen  
City Manager  
712 792 1000  
Police Chief Search

Norwalk  
Marketa Oliver  
City Administrator  
515-981-0228  
Police Chief Search

North Liberty  
Ryan Heiar  
City Administrator  
319 626 5700  
Police Chief Search

## 2015

Clinton  
Jessica Kinser  
City Administrator  
563 242 2144  
With Cayler Consulting  
Police Chief Search

## 2014

Marshalltown  
Randy Wetmore  
City Manager  
641 754 5701  
Fire Chief Search

## 2013

Pleasant Hill  
Don Sandor  
City Manager  
515 262 9368  
Fire Chief Search

### **MIDWEST MUNICIPAL CONSULTING EXPERIENCE INCLUDES:**

- Nevada – Water Superintendent (2008)
- Nevada – City Attorney (2010)
- Nevada - Public Safety Director (2012)
- Nevada - Public Safety Director (2013)
- Nevada – City Clerk (2012)
- Nevada – Director of Fire and EMS Services (2014)
- Windsor Heights –City Clerk (2018)
- Windsor Heights – Public Works Director (2018)

FILED

CITY OF OTTUMWA

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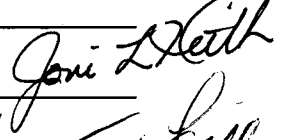
STAFF SUMMARY

CITY OF OTTUMWA

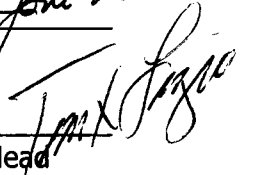
Council Meeting of: October 15, 2019

ITEM NO. \_\_\_\_\_

Joni Keith  
Prepared By



Tom X. Lazio  
Department Head



Airport  
Department

AGENDA TITLE: Approve Resolution #228-2019, which accepts Change Order No. 1 for the Airport Runway 13/31 Runway Reconstruction Project providing for the Instrument Landing System at the Ottumwa Regional Airport.

\*\*\*\*\*

PURPOSE: Is to seek City Council approval for Change Order No. 1 for the PAPIs and MALSR at the Airport.

RECOMMENDATION: Pass and adopt Resolution #228-2019.

DISCUSSION: The Federal Aviation Administration awarded a grant of approximately \$6,167,167.00 for the 13/31 runway reconstruction improvements at the Ottumwa Regional Airport. At that time, it was understood that the FAA would be installing new PAPIs (Precision Approach Path Indicator) and MALSR (Medium Intensity Approach Lighting System) as part of the Instrument Landing System. However, the details from FAA were not available at the time of the initial grant and the initial bidding of the project. Those details are now available. The cost for this portion of the project is the sum of \$423,264.00, of which FAA will pay 90% and the City will pay 10%, which is the sum of \$42,326. The City's original estimated budget added the sum of a \$20,000 contingency for this portion of the project. The final costs will total an additional sum of \$22,326, which will be paid from the Airport Fund. This additional work will not delay the opening of the runway. The Airport Advisory Board has reviewed and approved this Change Order at its 10/8/19 meeting. Attached is a copy of the Change Order approved by the supervising engineer Rob Garber.

Change Order No: 1

Name of Airport: Ottumwa Regional Airport AIP #3-19-0073-021

Contractor: Manatt's

The above-named Contractor agrees to make the following change(s) in the plans and/or specifications for the above-designated project:  
ATTACH ADDITIONAL PAGE(S) IF NECESSARY, FOR PARAGRAPHS 1 THROUGH 3.

1. Description of change to be made:

1) Construct roads as requested to FAA owned equipment; localizer and PAPI. Install FAA provided PAPI and reinstall existing MALSR Threshold Bar Lights in new cans and foundation. This includes the following tasks:

- a. PAPI Access Path
- b. 15" CMP for PAPI Access Path
- c. 15" CMP Apron for PAPI Access Path
- d. Earthwork for PAPI and Localizer Access Path
- e. Gravel Access North of Taxiway
- f. Mobilization
- g. Construction Survey
- h. MALSR Threshold Bar Lights
- i. L-880 PAPI (4 Box)


2. Reason for ordering change:

PAPI and MALSR Bar were not ready for Bid at original bid letting. The access paths to localizer and PAPI are FAA requested/required.

3. Cost Breakdowns,

Original Contract Amount	\$	6,054,560.79
Net Increase previous Change Orders	\$	-0-
Net Increase of this Change Order	\$	423,264
Total New Estimated Contract Costs	\$	6,477,824.79

4. This change (Increases) contract time by 30 working days.

Agreed to By:  PROJECT ESTIMATOR 9/26/19  
 Contr. Auth. Rep. Title Date

Agreed to By: \_\_\_\_\_  
 Sponsor's Auth. Rep. Title Date

Note: This change order is not effective until approved in writing by the FAA for federal projects.

Distribution: Sponsor, Contractor, Consultant

# Independent Review Analysis

Change Order No. 1

Project No.: 3-19-0073-021

Name of Airport: Ottumwa Regional Airport

Contractor: Manatts

Description	Quantities	Units	Change Order		Independent Review Analysis	
			Unit Cost	Total	Unit Cost	Total
1 PAPI Access Path	531	SY	\$ 85.00	\$ 45,135.00	\$98.00	\$ 45,686.00
2 15" CMP for PAPI Access Path	72	LF	\$ 52.50	\$ 3,780.00	\$47.00	\$ 3,384.00
3 15" CMP Apron for PAPI Access Path	2	EA	\$ 300.00	\$ 600.00	\$392.50	\$ 785.00
4 Earthwork for PAPI and Localizer Access Path	1,100	CY	\$ 5.75	\$ 6,325.00	\$8.25	\$ 9,075.00
5 Gravel Access North of Taxiway (Access to Localizer Shelter)	741	SY	\$ 14.00	\$ 10,374.00	\$21.00	\$ 15,561.00
6 Mobilization (Additional Materials not accounted for in original bid)	1	LS	\$ 7,500.00	\$ 7,500.00	\$7,500.00	\$ 7,500.00
7 Construction Survey	1	LS	\$ 6,000.00	\$ 6,000.00	\$8,000.00	\$ 8,000.00
8 MALSR Threshold Bar Lights (Foundations Complete)	1	LS	\$ 48,920.98	\$ 48,920.98	\$51,489.00	\$ 51,489.00
9 1-880 PAPI (4 Box) (Foundations Complete)	1	LS	\$ 41,067.15	\$ 41,067.15	\$39,685.00	\$ 39,685.00
10 Power Racks - Localizer	1	EA	\$ 14,241.59	\$ 14,241.59	\$15,460.00	\$ 15,460.00
11 Wire & Conduit - PAPI's	1	EA	\$ 80,425.83	\$ 80,425.83	\$77,562.00	\$ 77,562.00
12 Handholes (Complete)	1	EA	\$ 16,819.87	\$ 16,819.87	\$17,659.00	\$ 17,659.00
13 Power Rack - Edge of RSA	1	EA	\$ 19,348.17	\$ 19,348.17	\$21,385.00	\$ 21,385.00
14 PAPI Installation Complete	1	EA	\$ 26,471.76	\$ 26,471.76	\$25,873.00	\$ 25,873.00
15 Base Cans (Complete)	1	EA	\$ 25,198.89	\$ 25,198.89	\$23,845.00	\$ 23,845.00
16 Wire & Conduit - MALSR (Note: 1,700 LF)	1	EA	\$ 37,362.91	\$ 37,362.91	\$39,128.00	\$ 39,128.00
17 Reinstall Existing Lights (MALSR Threshold Lighted Bar)	13	EA	\$ 2,591.91	\$ 33,694.85	\$2,645.00	\$ 34,385.00
				\$423,284.00		\$434,422.00

This independent review was derived from similar projects, suppliers and discussions with contractors.  
 Construction and installation per Standard Installation Drawings for LED Precision Approach Path Indicator (PAPI) System Type FA-30200. FAA approved for this project: 3-19-0073-021. Dated 07/16/2018 (Modified 7/15/2019)

**RESOLUTION #228-2019 APPROVING CHANGE ORDER #1 FOR THE  
AIRPORT RUNWAY 13/31 LIGHTING SYSTEM**

WHEREAS, the City Council of the City of Ottumwa, Iowa accepted an FAA grant for the Airport Runway 13/31 Reconstruction Project, and

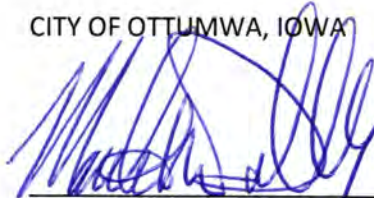
WHEREAS, the FAA wished to proceed to install new PAPIs and MALSR lighting system as part of this Project, and

WHEREAS, Change Order #1 increases the City's 10% cost share by \$42,326, to be paid from the Airport Fund.

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.

APPROVED, PASSED AND ADOPTED this 15<sup>th</sup> day of October, 2019.

CITY OF OTTUMWA, IOWA



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Matt Dalbey, Mayor Pro Tem

ATTEST:



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Christina Reinhard, City Clerk

FILED

CITY OF OTTUMWA

2019 OCT 10 PM 1:17

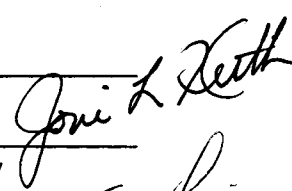
STAFF SUMMARY

CITY OF OTTUMWA

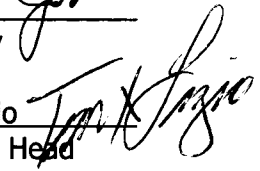
Council Meeting of: October 15, 2019

ITEM NO. \_\_\_\_\_

Joni Keith  
Prepared By



Tom X. Lazio  
Department Head



Airport  
Department

AGENDA TITLE: Approve Resolution #231-2019, which approves Change Order #1, and accepts the Apron Improvement Project at the Ottumwa Regional Airport as complete and authorizing final payment to the Contractor.

\*\*\*\*\*

PURPOSE: Is to seek City Council acceptance of the Apron Improvement Project at the airport and authorize final contractor payment at the Airport.

RECOMMENDATION: Pass and adopt Resolution #231-2019.

DISCUSSION: The Iowa Department of Transportation provided a grant for a portion of the apron improvement that was done at the Ottumwa Regional Airport in conjunction with the 13/31 runway reconstruction project funded by the Federal Aviation Administration. This IDOT grant totaled the initial sum of \$278,441.25, of which the City was responsible for a 15% grant match paid for from the airport fund. This project is now substantially completed in compliance with the terms, conditions and stipulations of the contract and the Engineer has approved the final payment. Change Order #1 adds the sum of \$7,708.75 to the final amount due to quantity adjustments making the final project cost at \$286,150. Attached is the Engineer's Statement of Completion along with his tabulation sheet as well as the Change Order. Staff is requesting that Council authorize final payment to the contractor.

Change Order No: 1

Project No.: KM No 1812240

Name of Airport: Ottumwa Regional Airport

Contractor: Manatt's, Inc.

The above-named Contractor agrees to make the following change(s) in the plans and/or specifications for the above-designated project:

ATTACH ADDITIONAL PAGE(S) IF NECESSARY, FOR PARAGRAPHS 1 THROUGH 3.

1. Description of change to be made:

**Remove and replace additional apron concrete per items no 2,3,4, and 5 of the plans, specifications and contract documents.**

2. Reason for ordering change:

**Bids came in lower than anticipated. It is the intent to improve as much area of the apron surface with the current 85% grant.**

3. Settlement for the cost of the above change is to be made as follows:

Item	Description	Modified Qty	Unit	Unit Price	Amount
2	Pavement Removal	399	SY	\$ 8.75	\$ 3,491.25
3	Subgrade Preparation, 12"	399	SY	\$ 3.00	\$ 1,197.00
4	5-Inch Modified Subbase	399	SY	\$ 4.50	\$ 1,795.50
5	7-Inch PCC	399	SY	\$ 50.00	\$ 19,950.00
	Deduct for Traffic Control	1	LS	\$ (12,725.00)	\$ (12,725.00)
	Deduct for Tie-Down Marking	1	LS	\$ (6,000.00)	\$ (6,000.00)
<b>Total</b>					<b>\$ 7,708.75</b>

Original Contract Amount	\$ 278,441.25
Net Increase previous Change Orders	\$ -
Net Increase of this Change Order	\$ 7,708.75
<b>Total New Estimated Contract Costs</b>	<b>\$ 286,150.00</b>

5. This change increases contract time by 0 working days.

Agreed to By: Jared McGrew Digitally signed by Jared McGrew  
DN: cn=Jared McGrew, email=jaredm@manatts.com, cn=Jared McGrew  
Reason: I am approving this document  
Certificate Info: Jared McGrew  
Date: 2019.10.10 08:52:35-0500 Project Manager 10/10/2019

Contr. Auth. Rep. Title Date

Agreed to By: \_\_\_\_\_  
Sponsor's Auth. Rep. Title Date

Distribution: Sponsor, Contractor, Consultant



# Engineer's Statement of Completion

**Project:** Apron Reconstruction  
Ottumwa Regional Airport  
Ottumwa, Iowa  
KM PN: 1812240

**Contractor:** Manatt's, Inc.  
1775 Old Highway 6  
Brooklyn, IA 52211

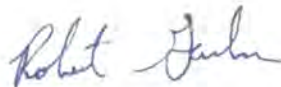
TO: City of Ottumwa, Iowa

I hereby state that the construction of the Apron Improvements Project by a Contract dated September 17, 2019, has been substantially completed in general compliance with the terms, conditions, and stipulations of said Contract. The work was substantially completed on September 30, 2019.

I further state that the total amount due to the Contractor for the fulfillment of said Contract is Two Hundred Eighty-Six Thousand, One Hundred Fifty Dollars (**\$286,150.00**). The derivation of this total amount is tabulated on the attached sheet.

The total amount due to the Contractor should be paid within thirty (30) days after the acceptance of the construction by resolution of the Council. The Contractor will receive interest on any unpaid balance at the maximum legal rate from and after forty (40) days following the initial thirty (30) day waiting period following acceptance of the project by the City Council.

KIRKHAM MICHAEL & ASSOCIATES, INC.



Robert Garber, P.E.  
Iowa License No. 14208

Date: October 3, 2019

Accepted by: \_\_\_\_\_  
Resolution: 231-2019 Date: 10-15-19

Distribution: Engineer  
Contractor  
City of Ottumwa  
Bonding Co.

Signed (Mayor):  \_\_\_\_\_

Attest (City Clerk):  \_\_\_\_\_

KM PN 1812240

RESOLUTION #231-2019

**A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK AS FINAL AND COMPLETE  
AND APPROVING THE FINAL PAY REQUEST FOR THE APRON IMPROVEMENT PROJECT  
AT THE OTTUMWA REGIONAL AIRPORT**

WHEREAS, the City Council of the City of Ottumwa was awarded a grant from the Iowa Department of Transportation in the initial amount of \$278,441.25 for a portion of the Apron Improvement Project at the Ottumwa Regional Airport; and

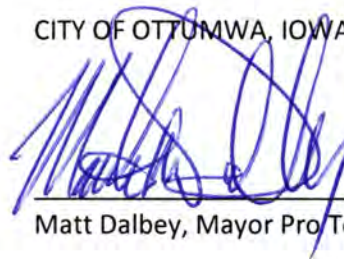
WHEREAS, Change Order #1 increases the contract amount by \$7,708.75, bringing the total project cost at \$286,150; and

WHEREAS, the project is now completed in accordance with the plans and specifications of 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. This portion of the Apron Improvement Project is hereby accepted as complete and authorization to make final payment to the contractor is hereby approved.

APPROVED, PASSED AND ADOPTED, this 15<sup>th</sup> day of October, 2019.

CITY OF OTTUMWA, IOWA



\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:



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

FILED

2019 OCT 10 PM 1:17

CITY CLERK  
OTTUMWA, IOWA

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: October 15, 2019

Alicia Bankson

Prepared By

Gene Rathje  
Department Head

Parks Department  
Department

Tom Lopez  
City Administrator Approval

AGENDA TITLE: Resolution #232-2019. Accepting the work as final and complete for the Beach Renovations - Phase 3 Project -2018, Contract A.

\*\*\*\*\*

\*\*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 #232-2019.

DISCUSSION: This project consisted of separate contracts to address required renovations at The Beach Ottumwa, located at 101 Church Street. Contract A involved concrete repairs consisting of replacement of concrete decking and sidewalk around the Wave Pool including concrete demolition and horizontal concrete placement.

RG Construction of Ottumwa, Iowa has completed the above referenced work according to the plans and specifications. This will authorize final payment and release all retainage in the amount of \$10,773.45.

Contract A Summary is as follows

Base Contract		\$ 143,700.00
Change Order #1		\$ <u>5,268.97</u>
	Final Contract Amount	\$ 148,968.97
Amount Paid to Date		\$ <u>138,195.52</u>
	Final Payment	\$ 10,773.45

Phase 3 Cost Summary is as follows:

Phase 3 – Contracts A-D Cost to Date:

Contract A:	Concrete Repairs	\$148,968.97	(complete)
Contract B:	Office/Kitchen Remodeling	\$ 81,189.25	(complete)
Contract C:	Masonry Restoration	\$ 36,081.00	(complete)
Contract D:	Electrical MCC Replacement	\$ 59,066.46	(complete)
	Total	<u>\$325,305.68</u>	

Phase 3 – RFP's Cost to date is as follows:

RFP 1X - Revised Shade Structure Repair:	\$ 8,179.62	(complete)
RFP 2X - LED Lighting Replacement	\$ 9,954.00	(complete)
REF 3X - Electronic Entrance Sign	\$ 84,545.00	(complete)
RFP 4X - Sound Equipment Installation	\$ 52,250.00	(complete)
RFP 5X - Lagoon Landscaping	\$ 13,271.00	(complete)
RFP 6X - Otter Slide	<u>\$ 11,650.00</u>	(complete)
Total Phase 3 RFP Contract Amounts	\$179,849.62	
Contracts A-D	<u>\$325,305.68</u>	
Total Phase 3 Costs to Date	\$505,155.30	
Funding: Phase 3 \$ Available from Bond Proceeds:	\$700,000.00	
Wapello County Foundation Grant	\$ 25,000.00	

RESOLUTION #232-2019

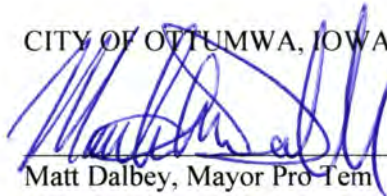
A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE  
BEACH RENOVATIONS - PHASE 3 PROJECT -2018, CONTRACT A.

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on July 3, 2019 with RG Construction of Ottumwa, Iowa for the above referenced project.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Beach Renovations – Phase 3 Project – 2018, Contract A, is hereby accepted as complete and authorization to make final payment to RG Construction of Ottumwa, Iowa in the amount of \$10,773.45 is hereby approved.


APPROVED, PASSED, AND ADOPTED, this 15<sup>th</sup> day of October, 2019.

CITY OF OTTUMWA, IOWA



\_\_\_\_\_  
Matt Dalbey, Mayor Pro-Tem

ATTEST:



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

# APPLICATION AND CERTIFICATE FOR PAYMENT

**TO OWNER:**

City of Ottumwa, Wapello County, Iowa  
 City Hall - 106 E. Third Street  
 Ottumwa, IA 52501

**FROM CONTRACTOR:**

R.G. Construction, LLC  
 215 E. Fourth Street  
 Ottumwa, IA 52501

**PROJECT:**

Beach Renovations - Phase 3 Project 2018  
 Contract A  
 Ottumwa, Iowa

**VIA ARCHITECT:**

Dwight Dohleman, Engineer  
 City of Ottumwa

APPLICATION #: 7

PERIOD TO: 06/10/19

PROJECT NOS:

CONTRACT DATE: 07/10/18

Distribution to:

<input checked="" type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input checked="" type="checkbox"/>	Contractor

**CONTRACT FOR:**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$ 143,700.00
2. Net change by Change Orders	\$ 5,268.97
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 148,968.97
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$ 148,968.97

**5. RETAINAGE:**

- a. 5.0% of Completed Work  
(Columns D+E on Continuation Sheet) \$
- b. 5.0% of Stored Material  
(Column F on Continuation Sheet) \$

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 148,968.97
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 138,195.52
8. CURRENT PAYMENT DUE	\$ 10,773.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$5,268.97	
<b>TOTALS</b>	<b>\$5,268.97</b>	
<b>NET CHANGES by Change Order</b>	<b>\$5,268.97</b>	

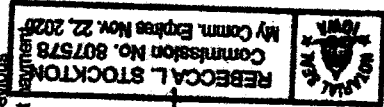
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown therein is now due.

**CONTRACTOR:**

By: RG Construction, LLC Date: 6/10/2019

State of: Iowa  
 County of: Wapello  
 Subscribed and sworn to before me this 10th day of June, 2019

Notary Public: Rebecca Stockton  
 My Commission expires: 11/22/2020



**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 10,773.45

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

**ENGINEER:**

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

**Schedule of Values**

ATTACHMENT TO PAY APPLICATION

Ottumwa, Beach - City of Ottumwa  
 Contract A  
 Ottumwa, Iowa

APPLICATION NUMBER: 7

APPLICATION DATE: 6/10/2019  
 PERIOD TO: 5/31/2019

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)						
1	General Conditions	7,100.00	7,100.00				7,100.00		365.00
2	Wave Pool Deck Demo	16,000.00	16,000.00				16,000.00		800.00
3	Wave Pool Deck Concrete	68,000.00	68,000.00				68,000.00		3,450.00
4	Precast Stairs and piers	5,700.00	5,700.00				5,700.00		285.00
5	Sidewalk Demo	6,000.00	6,000.00				6,000.00		300.00
6	Sidewalks	19,000.00	19,000.00				19,000.00		850.00
7	Reber	10,000.00	10,000.00				10,000.00		500.00
8	Dirtwork	3,500.00	3,500.00	3,500.00			3,500.00		175.00
9	Testing	3,500.00	3,500.00				3,500.00		175.00
10	Bonding	3,900.00	3,900.00				3,900.00		195.00
11	CO #1 - Deduct B1 & B2, Add T&M for Wave Pool	5,268.97	5,268.97				5,268.97		263.45
12									
13									
14									
15									
16									
17									
18									
19									
		148,988.97	145,468.97	3,500.00			148,988.97		7,448.45

FILED

CITY OF OTTUMWA

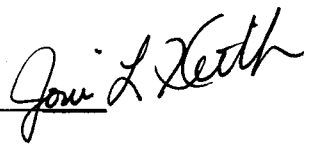
STAFF SUMMARY

2019 OCT 10 AM 8:14

CITY OF  
OTTUMWA

Council Meeting of: October 15, 2019

ITEM NO.  
Joni Keith  
Prepared By



Police  
Department

Tom McAndrew  
Department Head

  
Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Discuss Ordinance No. 3168-2019, amending Chapter 25 of the Municipal Code of Ordinances for the City of Ottumwa, Iowa, Public Offenses, and redefining Disorderly Conduct as a City offense.

\*\*\*\*\*

PURPOSE: This proposed Amended City Ordinance redefines the definition of Disorderly Conduct that meets Constitutional requirements.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3168-2019.  
Waive the second and third considerations and pass and adopt said Ordinance No. 3168-2019.

DISCUSSION: A recent U.S. District Court Judge ruled that the definition of Disorderly Conduct under Iowa Code Section 723.4(2) was unconstitutional as it was insufficient to notify the public as to what conduct was considered disorderly. The Iowa Attorney General's office has recommended this code section be revised to make it compliant with constitutional requirements. The City's local ordinance is patterned after the State Code. Based upon this recommendation, the City has modified its definition to bring it into compliance with the Judge's recent ruling by adding language that includes mens rea language requiring intentional, knowing or reckless knowledge.



**ORDINANCE NO. 3168-2019**

**AN ORDINANCE AMENDING CHAPTER 25, PUBLIC OFFENSES, OF THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY DELETING SECTION 25-81 AND INSERTING NEW SECTION 25-81.**

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

SECTION ONE: The Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) is hereby amended by deleting Section 25-81 and inserting new Section 25-81 pertaining to disorderly conduct, as follows:

Section 25-81. – Disorderly Conduct.

A person commits a simple misdemeanor when the person does any of the following:

- (1) Engages in fighting or violent behavior in any public place or in or near any lawful assembly of persons, provided that participants in athletic contests may engage in such conduct which is reasonably related to that sport.
- (2) Intentionally, knowingly or recklessly making loud and raucous noise in the vicinity of any residence, hospital or public building which causes unreasonable distress to the occupants thereof.
- (3) Directs abusive epithets or makes any threatening gesture which the person knows or reasonably should know is likely to provoke a violent reaction by another.
- (4) Without lawful authority or color of authority, the person disturbs any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly.
- (5) By words or action, initiates or circulates a report or warning of fire, epidemic, or other catastrophe, knowing such report to be false or such warning to be baseless.
- (6) Without authority or justification, the person obstructs any street, sidewalk, highway, or other public way, with the intent to prevent or hinder its lawful use by others.
- (7) Intentionally, knowingly or recklessly making loud and raucous noise in any commercial business area in the city which causes unreasonable distress to the occupants or patrons thereof.

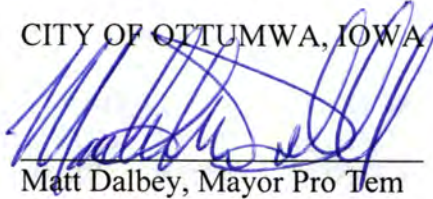
SECTION TWO: All ordinances or parts of ordinances or provisions in the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) in conflict herewith are hereby repealed.

Passed on its first consideration on the 15 day of October, 2019.

Passed on its second consideration on the \_\_\_ day of \_\_\_\_\_, 2019.

Final passage and adoption on the 15 day of October, 2019.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

\_\_\_ No action taken by Mayor.

\_\_\_ Vetoed this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Matt Dalby, Mayor Pro Tem

\_\_\_ Repassed and adopted over the veto this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_ Veto affirmed this \_\_\_ day of \_\_\_\_\_, 2019 by failure of vote taken to repass.

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

ATTEST:



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

