

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 32
Council Chambers, City Hall

November 19, 2019
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Roe, Stevens, Streeby, Berg and Mayor Pro Tem Dalbey.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 30 on November 5, 2019 as presented.
 2. Acknowledge October financial statement and payment of bills as submitted by the Finance Department.
 3. Approve the appointment of Christopher Bettin to the position of Landfill Supervisor effective December 2, 2019.
 4. Authorizing the Mayor Pro Tem to sign lease agreements with the Ottumwa Girl's Softball League, Inc., Adult Softball Association, Southeast Iowa Community Soccer League, YMCA Youth Sports, Ottumwa Babe Ruth Baseball Association, Ltd., Ottumwa Little League, Ottumwa High School and the American Legion for use of facilities effective January 1, 2020 through December 31, 2021.
 5. Resolution No. 254-2019, setting December 3, 2019 as the date of a public hearing on the disposition of City owned property located at 502 Lee to Theresa L. Carr.
 6. Resolution No. 257-2019, approving the contract, bond and certificate of insurance for the WPCF – Gatewell Conversion Project.
 7. Beer and/or liquor applications for: Fine Liquor & Tobacco, 819B/821 Albia Rd.; Stop & Go Drive-Thru & Deli, 516 S. Madison Ave.; Godfrey's Ale House, 2513 Northgate; all applications pending final inspections.
- C. APPROVAL OF AGENDA
- D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:
1. Jerry Ogden – Working Man's Christmas - concerns
 2. Cancel POLCO 12/31/2019
 3. Design work by Vandewalle
 4. Code Enforcement

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. Bid review for new water service at Memorial Park.

RECOMMENDATION: Accept bid from K.M. King to restore water service to Memorial Park for the sum of \$9,300.
- G. PUBLIC HEARING:
1. This is the time, place and date set for a public hearing on the TIF Agreement allocating funds to

the Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID).

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 246-2019, approving a Funding Agreement for the newly established Downtown Self-Supported Municipal Improvement District (SSMID).

RECOMMENDATION: Pass and adopt Resolution No. 246-2019.

H. RESOLUTIONS:

- 1. Resolution No. 258-2019, amending Policy No. 43, a Policy for reserving City park shelters, to reflect changes in the rental and usage of the Jimmy Jones Shelter.

RECOMMENDATION: Pass and adopt Resolution No. 258-2019.

I. ORDINANCES:

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. *****



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FAX COVER SHEET

City of Ottumwa

DATE: 11/15/19 TIME: 8:45 AM NO. OF PAGES 3
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #32 to be held on 11/19/19

*** FAX MULTI TX REPORT ***

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DEPT. ID 4717
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Ottumwa Courier
KTVO
Tom FM



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MEMO: Tentative Agenda for the Regular City Council Meeting #32 to be held on 11/19/19

OTTUMWA CITY COUNCIL MINUTES Item No. B.-1.

REGULAR MEETING NO. 30
Council Chambers, City Hall

November 5, 2019
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Roe moved, seconded by Berg to approve the following consent agenda items: Mins. from Reg. Mtg. No. 29 on Oct. 15, 2019 as presented; Acknowledge Sept. fin. stmt. and pymt. of bills as submitted by the Finance Dept.; Promotion of two part-time drivers to full-time status due to increased ridership through contractual agt. with Logisticare for Ottumwa Transit; Civil Service Commission Eligibility Lists of October 30, 2019: Police Officer – Entrance, Health Dept. Housing Code Enforcement Inspector – Entrance, PW Journeyman Electrician / HVAC Tech. – Entrance, PW Master Electrician / HVAC Tech. – Entrance, Beach Operations Maint. Worker – Entrance; Approve the purchase of two (2) in-car camera systems from L3 Mobile-Vision, Inc. for \$9,792.40 for the Police Dept.; Approve the purchase of a new Vaughan Chopper pump from Allied Systems, Inc. of Omaha, NE for the quoted price of \$9,150 for WPCF; Res. No. 233-2019, approving the contract, bond and cert. of insurance for the 2020 Roofing Imprv. Rebid Project; Res. No. 245-2019, setting Nov. 19, 2019 as a date of a public hearing on the Funding Agt. for the previously est. Downtown Ottumwa Self-Supported Municipal Improv. Dist. (SSMID); Res. No. 247-2019, authorizing the budgeted transfers for FY 2020 Debt Pymt., Equip. Replacement and Expanded Street Repair Prog.; Beer and/or liquor applications for: Mimi's Taqueria, Inc., 707 Church St; Benchwarmers Eatery & Sports Lounge, 2209 Roemer Ave.; all applications pending final inspections. All ayes.

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

Steve Dust, Legacy Foundation and Dir. of Hlth. Insp. & Planning Flanagan presented on the Riverfront Development & BUILD Grant Program. This project has started to take form. Three functional teams (Riverfront Housing Team, Intermodal Station Team and Transit Oriented Development (TOD) Team) want to focus on the top 4 opportunities in centered on transportation in the downtown area. These include: Upgrade Amtrak Station to increase Ottumwa's Downtown and Regional appeal, Create TOD around Amtrak Station to attract private investment and enhance downtown vibrancy, Prioritize Riverfront Revitalization including new residential apartments, and Boost Riverwalk System with dynamic Riverfront Electric Park Venue. Next steps – Implementation Focus: budgets and priorities, advance BUILD Grant projects, prepare 2020 BUILD Grant application, implement private development projects to increase tax base. Dedicated project website: www.ottumwariverfront.org.

Interim City Admin. Lazio began the discussion of separating Human Resources from Legal. Human Resources and Legal were consolidated into one position in 2011. Starting to look at retirements and succession planning, it makes sense to separate these positions. With over 188 full time employees, we need a specialist/certified HR personnel. Request to hear from each council member about this topic. Will work through a plan and timeline to present at a later date.

Reminded people they still have approx. 2 hrs. to vote – polls close at 8:00 P.M.

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 accept bid and award contract for asbestos removal and demo of 507 N. Wapello to Environmental Edge of Ottumwa, IA, for the best bid of \$10,450. Dir. of Hlth. Insp. & Planning Flanagan reported three bids were received. All ayes.

Streeby moved, seconded by Roe to accept bid and award contract for asbestos removal and demo of 430 S. Milner to Weston McKee of McKee Construction of Fairfield, IA, for the best bid of \$33,700. Dir. of Hlth. Insp. & Planning Flanagan reported five bids were received. All ayes.

Roe moved, seconded by Stevens to award the contract for Beach Ph. 4, RFP 7X Wood Fence Repair to Ramsey Paint Contracting, LLC of Ottumwa, IA, in the amount of \$4,560. Parks & Rec. Dir. Rathje reported one bid was received and Engineer's Cost opinion was \$8,000. All ayes.

PW Dir. Seals presented an update on the Fleet Committee and their processes.

This was the time, place and date set for a public hearing on the sale of City owned property located at 216 N. Marion in the City of Ottumwa, Wapello County, IA. Dir. of Hlth. Insp. & Planning Flanagan reported the Woudenbergs own other property in the neighborhood and would like to purchase the lot to use for green space. No objections were received. Roe moved, seconded by Streeby to close the public hearing. All ayes.

Streeby moved, seconded by Roe that Res. No. 224-2019, accepting the offer and approving the sale of 216 N. Marion to John and Noma Woudenberg for the sum of \$501, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the proposed renovation and disposal of 307 E. Main in the City of Ottumwa, Wapello County, IA to R.G. Property, LLC. Dir. of Hlth. Insp. & Planning Flanagan reported this property is severely in need of prompt renovation and the removal of misc. debris, storage items and trash. A Development Agt. has been proposed by Rod Grooms with R. G. Property, LLC for the renovation of this property. The initial Resolution set this date as the time and place of hearing on the proposed Development Agt and requesting the submission of any other competing proposal(s). None were received. No objections were received. Streeby moved, seconded by Stevens to close the public hearing. All ayes.

Stevens moved, seconded by Roe that Res. No. 244-2019, approving a Development Agt. with R.G. Property, LLC for the renovation of 307 E. Main and authorizing the sale of 307 E. Main in the City of Ottumwa, Wapello County, IA to R.G. Property, LLC for the sum of \$1, be passed and adopted. All ayes.

Roe moved, seconded by Streeby that Res. No. 239-2019, approving Policy No. 71: Pre-employment reimbursement contracts for certified police officers and auth. the Police Chief and/or HR Dir. to execute such contracts on behalf of the City of Ottumwa; and to ratify existing contracts, be passed and adopted. Police Chief McAndrew reported that with this Policy, the employee expressly agrees to serve as a full-time police officer for the City for at least three yrs. from the date of hire; otherwise, s/he will reimburse the City a percentage of the actual training costs if choosing to leave employment prior to three yrs. time. All ayes.

Streeby moved, seconded by Roe that Res. No. 240-2019, auth. Mayor Pro Tem to execute Iowa DOT Precon. Agt. No. 2019-4-167 for PCC Pavement, Pedestrian Tunnel and Traffic Signal work in connection with the US 63 reconstruction project at River Rd/County Rd J12 and Mary St., be passed and adopted. PW Dir. Seals reported IDOT will make improvements to US 63 including replacement of traffic signals at the intersection of Mary St. and a concrete pedestrian tunnel constructed under US 63 for the trail. All ayes.

Roe moved, seconded by Berg that Res. No. 242-2019, auth. Mayor Pro Tem to execute EOR Iowa Proposal for Wetland, T & E, and Preliminary Cultural Resources Investigations for CSO, Ph. 8, Blake's Branch, Div. 2 and 3, be passed and adopted. PW Dir. Seals reported EOR Iowa will perform a wetland investigation which specifically consists of jurisdictional waters delineations and preparation of a summary rpt., preparation of a habitat assessment of state and federally protected species, and preparation of an initial cultural resources overview to assist project engineers with their planning and development of Ph. 8, Blake's Branch. All tasks are intended to provide the City with compliance with requirements needed for participation in funding via the IA State Revolving Fund (SRF). All ayes.

Stevens moved, seconded by Streeby that Res. No. 243-2019, approving waiving the monthly rent paid by Archangel Services, LLC, the Fixed Based Operator at the Ottumwa Regional Airport, for the 2019 calendar yr. be passed and adopted. Interim City Admin. Lazio reported due to the airport runway being shut down from April through October due to the Runway Reconstruction Project, our FBO has noticed a substantial loss due to this inconvenience. Request to waive a total of \$9,400 for the calendar year of 2019. All ayes.

Roe moved, seconded by Berg that Res. No. 248-2019, approving the Prof. Services Agt. between the City of Ottumwa and Garden & Associates for the East Woodland Ave. Reconstruction Project, be passed and adopted. PW Dir. Seals reported a break in a water main resulted in severe undermining for approximately 575 LF that led to complete pavement failure. After evaluation the existing sanitary system, it will require replacement. Ottumwa Water Works will be participating at 50% on items indicated in the included spreadsheets. Project total estimate \$356,000, with design contract at \$30,000. All ayes.

Berg moved, seconded by Streeby that Res. No. 249-2019, accept a gift of real estate from Donald L. Jones and Connie L. Jones, D/B/A J & J Rents, LLC, at 319 W. Fifth in the City of Ottumwa, Wapello County, IA, be passed and adopted. The property has been placarded for several yrs. and the owner is unable to repair but was willing to donate to the City. The Health Dept. will determine if the property can be salvaged or needs to be demolished. All ayes.

Roe moved, seconded by Berg that Res. No. 250-2019, approving Change Order No. 1 for the Ottumwa Main Street (Downtown Streetscape) Recon. Project, be passed and adopted. PW Dir. Seals reported this change order consists of three items (installing a temp. water service line that was installed on a Fire Hydrant feed, forced account water service lines from the new water service stop box to bldg. water meters, and removal of unsuitable trench fill and purchase and placement of class 10 fill material.) Change Order No. 1 increases the contract amount by \$30,194.36, making the new contract sum \$5,126,553.66. All ayes.

Streeby moved, seconded by Berg that Res. No. 251-2019, approving Change Order No. 1 and accepting the work as final and complete for the 2019 RFP #5, Elm Street Force Main Repair and authorizing final payment to DC Concrete and Construction, LLC in the amount of \$17,220, be passed and adopted. PW Dir. Seals reported Change Order No. 1 increases the contract by \$16,400, making the new contract sum \$32,800. All ayes.

Roe moved, seconded by Berg that Res. No. 252-2019, awarding the contract for the WPCF Gatewell Conversion Project to Minturn, Inc. of Brooklyn, IA in the amount of \$35,500, be passed and adopted. PW Dir. Seals reported this project consists of converting gatewell structures at the ends of Market and Jefferson Streets into manholes. The gatewells are no longer authorized Combined Sewer Overflows. Three bids were received and engineer's opinion of cost is \$34,000. All ayes.

Berg moved, seconded by Streeby that Res. No. 253-2019, approve the repair of a Flygt Model 3306-665 pump from Electric Pump of Des Moines, IA for the quoted price of \$42,837.45 to rebuild one of four Elm Street Lift Station Pumps, be passed and adopted. PW Dir. Seals reported the Flygt Model 3306 was originally purchased in 1999 and will soon be in service for 21 years. Repair of this pump takes up to 10 wks and there will be a 90 day warranty on the rebuild plus 1 yr warranty on the parts. WPCF budgeted \$60,000 for pump repairs which will be used for this item. All ayes.

Roe moved, seconded by Berg to pass the first consideration of Ord. No. 3169-2019, amending Ch. 26, entitled Parks and Rec., by inserting a new section 26-28, regarding the use of bows and arrows on public park ground, to the Municipal Code of the City of Ottumwa, IA. Parks & Rec Dir. Rathje reported that the Parks Adv. Brd. reviewed the request from the citizens who would like the ability to practice archery in the City's public parks and would like to create a public archery area possibly in the Blackhawk Boat Ramp area, although the final location has not been determined. The Parks Dept. will seek grant funds to build a certified archery range. No objections were received. All ayes.

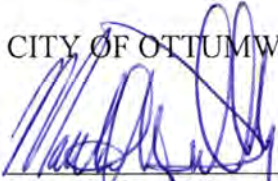
Streeby moved, seconded by Stevens to waive the second and third consideration, pass and adopt Ord. No. 3169-2019. All ayes.

Mayor Pro Tem Dalbey inquired if anyone from the audience wished to address an item not on the agenda. Dalton Connery, Clinton Ave., wished to discuss the possibility of lifting the ban on Pit Bulls within City limits. Can this ordinance be looked at and possibly altered to reflect stipulations for allowing Pit Bulls in City limits? I know that people's safety is what matters in this situation, but I would personally like to see this ordinance looked at and re-evaluated.



Interim City Admin. Lazio reminded the public that we will have a meeting on Nov. 14, at Bridge View Center, from 5-7 P.M. to discussion the City's Comprehensive Plan.

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

Adjournment was at 6:56 P.M.

CITY OF OTTUMWA, IOWA

Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00198	ABC PEST CONTROL INC.	203881	10/11/2019	42.95	BLDG MAINT & REPAIR
00320	ACCO	203760	10/04/2019	203.40	OPERATING SUPPLIES
00672	ADVANTAGE ARCHIVES, LLC	204071	10/25/2019	1,719.00	LIBRARY MAT.-JAMES ESTATE
00681	AFLAC	203873	10/04/2019	4,276.48	AFLAC DEDUCTION PAYABLE
00688	AFSCME/IA COUNCIL 61	203959	10/18/2019	141.00	LIBRARY UNION DUES PAYABL
00800	AHLERS & COONEY P.C.	203761	10/04/2019	4,380.50	LEGAL FEES
00855	AIRGAS USA LLC	203762	10/04/2019	848.69	OTHER MAINT & REPAIR
01197	ALBIA NEWSPAPER INC	203960	10/18/2019	138.00	ADVERT/LEGAL PUBL
01700	ALLIANT ENERGY/IPL	203884	10/11/2019	100,750.80	ELECTRIC
02080	ALTORFER INC.	203764	10/04/2019	1,475.46	VHCL MTCE SUPPLIES
03641	AMERICAN TRAFFIC SAFETY	203961	10/18/2019	561.00	STREET MAINT SUPPLIES
03643	AMERICAN TEST CENTER	204073	10/25/2019	4,543.00	VHCL MTCE SUPPLIES
04242	SHARON ANDERSON	203886	10/11/2019	50.00	REFUNDS
05116	ARAMARK	203962	10/18/2019	294.65	JANITORIAL
05117	ARAMARK	203887	10/11/2019	213.96	SUSTENANCE SUPPLIES
05124	ARCHANGEL SERVICES, LLC	203765	10/04/2019	2,316.67	MISC CONTRACT WORK
05370	AREA XV REGIONAL PLANNING	204074	10/25/2019	9,123.27	CONTRACTUAL SERVICES
05450A	ARNOLD MOTOR SUPPLY, LLP	204075	10/25/2019	309.39	TOOLS & SMALL EQUIP
05700	ATOMIC TERMITE & PEST	203888	10/11/2019	195.00	GROUPS MAINT & REPAIR
05860	AUTOZONE INC	203767	10/04/2019	539.97	VHCL MTCE SUPPLIES
06481	BAILEY OFFICE OUTFITTERS	203769	10/04/2019	1,764.51	LAB SUPPLIES
07016	BARKER LEMAR ENGINEERING	203963	10/18/2019	31,897.60	CELL DEVELOPMENT
08001	HOLLY BERG	203964	10/18/2019	16.00	TRAVEL & CONFERENCE
08985	BITUMINOUS MATERIALS	203770	10/04/2019	1,883.60	STREET MAINT SUPPLIES
09360	BLACK'S TIRE COMPANY LLC	203889	10/11/2019	392.67	VHCL MTCE SUPPLIES
09515	BLOOMFIELD COMMUNICATIONS	203965	10/18/2019	51.00	LIBRARY MAT.-JAMES ESTATE
09522	WELLMARK BC & BS OF IOWA	204076	10/25/2019	22,529.80	MEDICARE PREMIUMS
09680A	BOITNOTT ENTERPRISES	203966	10/18/2019	414.00	OPERATING SUPPLIES
11495	BRIDGE CITY TRUCK REPAIR	203890	10/11/2019	521.43	VHCL MTCE SUPPLIES
11496	BRIDGE CTY SANITATION LLC	203968	10/18/2019	138,242.10	REFUSE HAULING
12500	BUB'S TREE CARE	204078	10/25/2019	8,100.00	TREE TRIMMING
12971	PHILLIP BURGMEIER	203772	10/04/2019	9.00	TRAVEL & CONFERENCE
13607	CFI TIRE SERVICE	203892	10/11/2019	56.00	VHCL MTCE SUPPLIES
13609	CIT	203970	10/18/2019	281.95	PHOTOCOPIES
14236	GREG CANTRELL	203893	10/11/2019	77.06	DUES & MEMBERSHIPS
14315	CAPITAL CITY BOILER &	204079	10/25/2019	877.00	BUILDING MAINTENANCE REPA
14318A	CAPITAL CITY EQUIPMENT CO	204080	10/25/2019	32.27	VHCL MTCE SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	203894	10/11/2019	1,428.25	TOOLS & SMALL EQUIP
16265	CENTER POINT LARGE PRINT	203971	10/18/2019	85.08	LIBRARY MAT.-JAMES ESTATE
16300	CENTRAL IOWA FASTENERS	204081	10/25/2019	470.99	VHCL MTCE SUPPLIES
16402	CENTURYLINK	203774	10/04/2019	4,159.82	TELEPHONE/IT
16403	CENTURYLINK	203976	10/18/2019	182.06	TELEPHONE/IT
16423	CHAMPION STORAGE & SIGNS	203775	10/04/2019	122.10	BLDG MAINT & REPAIR
17530	CHRYSLER OF FOREST CITY	204082	10/25/2019	21,770.00	AUTOMOTIVE EQUIPMENT
17620	CINTAS CORPORATION	203897	10/11/2019	73.14	SUSTENANCE SUPPLIES
17621	CINTAS	204083	10/25/2019	78.55	BLDG MAINT & REPAIR
17825	CITY OF OTTUMWA, CEMETERY	203776	10/04/2019	700.00	CASH INVESTED PASSBK SVNG
18379A	CLEMONS INC.	203898	10/11/2019	1,020.44	VHCL MTCE SUPPLIES
18502	CLUB SENTRY SOFTWARE	203777	10/04/2019	32.95	TECHNOLOGY SERVICES
18970	CLARA COLBURN	203899	10/11/2019	90.00	REFUNDS
18978	COLLABORATIVE LABORATORY	203900	10/11/2019	40.00	EMPLOYEE PHYSICALS/TESTS
18980	COLLECTION SERVICES	203977	10/18/2019	4,293.12	CHILD SUPPORT PAYABLE
20329	RICHARD OR KRIS CONLEY	203901	10/11/2019	320.00	JANITORIAL
21051	J.P. COOKE CO	203902	10/11/2019	351.40	OFFICE SUPPLIES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
21404	COUNTY MATERIALS CORP.	203903	10/11/2019	1,500.00	SEWER/DRAINAGE SUPPLIES
21816	CREATIVE PRODUCT SOURCING	203779	10/04/2019	114.40	OPERATING SUPPLIES
21825	CREDIT UNION	203978	10/18/2019	39,609.82	CREDIT UNION PAYABLE
21842	CRESCENT ELECTRIC SUP CO	203875	10/08/2019	15,877.20	TRAINING
22457	DC CONCRETE & CONST. LLC	203782	10/04/2019	57,208.41	UTILITY SYSTEMS
22469	DJ CLEANING COMPANY	203783	10/04/2019	1,900.00	JANITORIAL
22479	D P PLUMBING PLUS	204085	10/25/2019	7,590.00	CONTRACTUAL SERVICES
22486	DVD PROPERTIES	203979	10/18/2019	431.20	CAPITAL IMPROVEMENTS
22595	MATT DALBEY	203980	10/18/2019	229.44	TRAVEL & CONFERENCE
22599	RICHARD DAMM	203904	10/11/2019	119.13	TRAVEL & CONFERENCE
22608	DANI'S AUTO SUPPLY LLC	203788	10/04/2019	3,799.06	VHCL MTCE SUPPLIES
23032	JO ANNE DAVIS	203905	10/11/2019	44.14	OPERATING SUPPLIES
24554	THE DES MOINES	204063	10/21/2019	276.02	BOOKS FILMS RECORDING/ART
24555	THE DES MOINES REGISTER	203981	10/18/2019	858.35	ADVERT/LEGAL PUBL
24840	DIAMOND MOWERS INC	203789	10/04/2019	262.72	VHCL MTCE SUPPLIES
24989	LYNN DIVELEY	204086	10/25/2019	135.60	TRAVEL & CONFERENCE
25354	DAVID CHARLES DOUD	203906	10/11/2019	1,800.00	OTHER PROF SERV
25355	GARY DOUD	203982	10/18/2019	152.60	TRAVEL & CONFERENCE
25361	DOUDS STONE LLC	203983	10/18/2019	4,800.16	STREET MAINT SUPPLIES
25390	R. D. DRENKOW & CO INC	203984	10/18/2019	4,183.62	R.D. DRENKOW/FLEX PAY
25394	DRISH CONSTRUCTION, INC.	203985	10/18/2019	39,027.40	CONTRACTUAL
25593	DXP ENTERPRISES, INC.	203792	10/04/2019	244.19	VHCL MTCE SUPPLIES
26050	EARL MAY SEED & NURSERY	203793	10/04/2019	7,895.73	MISCELLANEOUS
26580A	EBSCO INFORMATION SERVICE	203794	10/04/2019	15.40	LIBRARY MAT.-JAMES ESTATE
26640	ECOSYSTEMS INC	204064	10/21/2019	7,956.00	SLUDGE HAULING
27010	ELECTRICAL ENGINEERING &	203795	10/04/2019	1,435.57	TOOLS & SMALL EQUIP
27272	ELLIOTT BULK SERVICES LLC	203986	10/18/2019	10,714.22	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	203796	10/04/2019	22,713.42	VHCL-FUEL
28208A	EUROFINS TESTAMERICA	204088	10/25/2019	5,820.35	ENGINEERING
29300	FASTENAL COMPANY	203909	10/11/2019	154.72	TOOLS & SMALL EQUIP
29630	SONJA FERRELL	203988	10/18/2019	320.80	TRAVEL & CONFERENCE
30119	FIRESTONE COMPLETE AUTO C	204089	10/25/2019	214.99	VHCL MTCE SUPPLIES
30148	FIREMANS ASSC	203989	10/18/2019	1,801.20	FIRE UNION DUES PAYABLE
30560	FISHER SCIENTIFIC	203799	10/04/2019	126.14	LAB SUPPLIES
31302	FRASE COMPANY INC.	203910	10/11/2019	464.00	OPERATING SUPPLIES
31427	FYE EXCAVATING, INC.	204090	10/25/2019	16,390.84	CONTRACTUAL SERVICES
31439	FULLER MONUMENT	203800	10/04/2019	90.00	MERCHANDISE - RESALE
31459	GRP & ASSOCIATES	204091	10/25/2019	97.00	HAZARDOUS WASTE DISPOSAL
31494	LISA GABBERT-GILLESPIE	203990	10/18/2019	100.00	REFUNDS
31682	GALLS LLC-DBA CARPENTER	203991	10/18/2019	562.49	SUSTENANCE SUPPLIES
31797	GARDEN & ASSOCIATES LTD	203801	10/04/2019	27,478.31	CONTRACTUAL SERVICES
32950	D J GONGOL & ASSOC INC	203992	10/18/2019	339.79	OPERATING SUPPLIES
33019	DAVE GORDY	203911	10/11/2019	100.00	REFUNDS
33635	GREAT WESTERN SUPPLY CO	203802	10/04/2019	355.18	JANITORIAL
34332	HDR ENGINEERING, INC.	203993	10/18/2019	1,352.67	ENGINEERING
34662	PAM HALL	203994	10/18/2019	48.00	TRAVEL & CONFERENCE
34900	HAMILTON PRODUCE COMPANY	203912	10/11/2019	65.60	STREET MAINT SUPPLIES
34943	STEVE HANSEN	203913	10/11/2019	8.00	TRAVEL & CONFERENCE
36302	HEARTLAND HUMANE SOCIETY	203803	10/04/2019	8,000.00	MISCELLANEOUS
36850	HELMUTH REPAIR, INC.	203995	10/18/2019	235.30	OPERATING SUPPLIES
37476	HILL PRODUCTIONS & MEDIA	203914	10/11/2019	74.00	ADVERT/LEGAL PUBL
37639A	HOGLUND BUS COMPANY	204065	10/21/2019	22,407.00	AUTOMOTIVE EQUIPMENT
38281	WALTER HORNBACK	203915	10/11/2019	770.63	DUES & MEMBERSHIPS
39146	JORDAN HUFF	203996	10/18/2019	50.00	REFUNDS

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
39438	HY-VEE ACCOUNTS RECEIVABL	203997	10/18/2019	98.91	PROGRAM SUPPLIES
41480	ICMA RETIREMENT TRUST 457	203998	10/18/2019	3,967.52	ICMA DEF COMP PAYABLE
41505	IMWCA	203999	10/18/2019	21,425.58	POLICE W/C 411 CLAIMS
41600	IDEAL READY MIX	203805	10/04/2019	8,670.00	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	203806	10/04/2019	174.00	MISC CONTRACT WORK
41925	INDUSTRIAL MEDICINE	204000	10/18/2019	276.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	203807	10/04/2019	2,452.71	PHOTOCOPIES
42093A	INFO USA MARKETING, INC.	204095	10/25/2019	370.00	BOOKS FILMS RECORDING/ART
42160	INGRAM LIBRARY SERVICES	203916	10/11/2019	4,880.13	LIBRARY MAT.-JAMES ESTATE
42170	INLAND TRUCK PARTS & SERV	204096	10/25/2019	771.36	VHCL MTCE SUPPLIES
43265	INTERSTATE BATTERY	203917	10/11/2019	478.80	VHCL MTCE SUPPLIES
43275	INTERSTATE INDUS. SERVICE	203809	10/04/2019	24.20	OPERATING SUPPLIES
43290	IAMU	203810	10/04/2019	975.00	TRAINING
43295D	IA ASSOC PRO FIRE CHIEFS	203918	10/11/2019	75.00	TRAVEL & CONFERENCE
43388	IOWA CIVIL CONTRACTING,IN	203811	10/04/2019	248,836.14	CONTRACTUAL SERVICES
43460	IOWA COMM ASSURANCE POOL	203812	10/04/2019	100.00	INSURANCE CLAIMS
43504A	IA DEPT NATURAL RESOURCES	203874	10/04/2019	1,250.00	PERMITS
43509	IOWA DEPT NATURAL RESOURC	203813	10/04/2019	80.00	DUES & MEMBERSHIPS
43901	IOWA LEAGUE OF CITIES	203814	10/04/2019	50.00	TRAINING
43935	IOWA MISSOURI FORD CLUB S	204002	10/18/2019	50.00	REFUNDS
43999	IOWA ONE CALL	204097	10/25/2019	896.40	TELEPHONE/IT
44177	IOWA STATE FIRE MARSHAL D	204098	10/25/2019	120.00	PERMITS
45044	JEO CONSULTING GROUP, INC	204099	10/25/2019	38,780.00	ENGINEERING
45057	J & J MOWING	204003	10/18/2019	9,061.00	CONTRACTUAL SERVICES
45256	RON JACOBSEN	203919	10/11/2019	24.00	TRAINING
45974	JOHN DEERE FINANCIAL	204101	10/25/2019	395.56	OPERATING SUPPLIES
46694	JONES CONTRACTING CORP	203816	10/04/2019	219,320.11	CONTRACTUAL SERVICES
46906	SHERRIE JONES	204102	10/25/2019	118.32	TRAINING
47688	KARL CHEVROLET	204004	10/18/2019	3,840.70	VHCL MTCE SUPPLIES
49041	ALLYSON KIRKING	203817	10/04/2019	115.30	TRAVEL & CONFERENCE
49042	KIRKHAM MICHAEL	204005	10/18/2019	70,699.20	INFRASTRUCTURE
49206	KLODT DOOR SERVICE LLC	204006	10/18/2019	243.00	BLDG MAINT & REPAIR
49500	KNIGHTS OF COLUMBUS	204007	10/18/2019	100.00	REFUNDS
49681A	JENNIFER KOCH	203819	10/04/2019	90.00	REFUNDS
50305A	KYOU	204008	10/18/2019	315.00	ADVERT/LEGAL PUBL
51074	TOM X LAZIO	204009	10/18/2019	301.44	TRAVEL & CONFERENCE
51969	LIBERTY TIRE SERVICES LLC	204104	10/25/2019	1,517.86	TIRE DISPOSAL
52990	LOKTRONICS SECURITY CORP	204010	10/18/2019	219.74	OPERATING SUPPLIES
53176	LOWRY EQUIPMENT INC.	203821	10/04/2019	282.58	VHCL MTCE SUPPLIES
53691A	MACQUEEN EQUIPMENT, LLC	203958	10/11/2019	184,159.62	HEAVY MOTORIZED EQUIP
54162	MAHASKA BOTTLING	203822	10/04/2019	156.00	MERCHANDISE - RESALE
54187	MAIN STREET OTTUMWA	204011	10/18/2019	9,530.00	DOWNTOWN MAINTENANCE
54390	MANATT'S INC	203921	10/11/2019	3,672.38	STREET MAINT SUPPLIES
54396	MANATTS INC.	203823	10/04/2019	1,170,612.92	INFRASTRUCTURE
55311	MASSMUTUAL RETIREMENT SER	204013	10/18/2019	500.00	HARTFORD DEF COMP PAYABLE
55496	JONATHAN MAY	204105	10/25/2019	60.00	PROGRAM SUPPLIES
56665	MCKIM TRACTOR SERVICE LLC	203825	10/04/2019	686.08	VHCL MTCE SUPPLIES
57195	MCMASTER-CARR	204106	10/25/2019	115.38	OPERATING SUPPLIES
57367A	MEDIACOM	203826	10/04/2019	50.00	REFUNDS
57385	MENARDS	203925	10/11/2019	2,882.81	STREET MAINT SUPPLIES
57387	MED-TECH RESOURCE INC.	203827	10/04/2019	295.70	TOOLS & SMALL EQUIP
57388	MENKE PROFESSIONAL AUTO P	203828	10/04/2019	1,126.23	VHCL MTCE SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	204107	10/25/2019	4,355.01	GROUP LIFE PREMIUMS
57959	METAL CRAFT ID PLATES & L	203829	10/04/2019	706.09	STREET MAINT SUPPLIES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
58499	MID-AM TEXTILES INC	203926	10/11/2019	76.00	OPERATING SUPPLIES
58500	MIDAMERICAN ENERGY CO	203831	10/04/2019	1,882.90	NATURAL GAS
58555	MID-IOWA SOLID WASTE	204108	10/25/2019	392.53	VHCL MTCE SUPPLIES
59301	MIDWEST AUTO GLASS & TIRE	203927	10/11/2019	318.99	VHCL MTCE SUPPLIES
59380	MIDWEST TAPE	204016	10/18/2019	107.03	LIBRARY MAT.-JAMES ESTATE
59382	MIDWEST TAPE	204109	10/25/2019	64.52	LIBRARY MAT.-JAMES ESTATE
59753	MIKES TIRE AND	204110	10/25/2019	79.00	VHCL MTCE SUPPLIES
60102	T.J. MILLIKIN	204111	10/25/2019	110.00	TRAVEL & CONFERENCE
60289	MIRACLE RECREATION	203928	10/11/2019	460.11	OPERATING SUPPLIES
60786	MOBILITY CENTERS OF IOWA	203929	10/11/2019	108.94	VHCL MTCE SUPPLIES
61682	ANDREW MORRIS	203832	10/04/2019	2,165.00	GROUP HEALTH INSURANCE
61701	WM MOSBEY	203930	10/11/2019	8.00	TRAVEL & CONFERENCE
61702	MOSE LEVY COMPANY INC	203931	10/11/2019	242.63	OPERATING SUPPLIES
61785	MOTION INDUSTRIES	203932	10/11/2019	552.88	MISCELLANEOUS
62368	MOULDER AND ASSOCIATES LL	204017	10/18/2019	3,833.33	OTHER PROF SERV
62575	MUNICIPAL FIRE & POLICE	204113	10/25/2019	125,909.26	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	204114	10/25/2019	1,092.08	VHCL MTCE SUPPLIES
63032	NCL OF WISCONSIN INC	203933	10/11/2019	818.94	LAB SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	204018	10/18/2019	3,270.00	NRS-NATION RETIRE SOL
64677	NEAPOLITAN LABS LLC	204115	10/25/2019	100.00	TECHNOLOGY SERVICES
65035	NEWSPAPER ARCHIVE, INC.	204019	10/18/2019	186.75	LIBRARY MAT.-JAMES ESTATE
66001	NORRIS ASPHALT PAVING INC	204020	10/18/2019	1,885.64	STREET MAINT SUPPLIES
66001A	NORRIS ASPHALT & DOUDS ST	203834	10/04/2019	100.00	REFUNDS
66561	OFFICIAL PEST CONTROL	204116	10/25/2019	55.00	SUSTENANCE SUPPLIES
66727	OKTOBERFEST COMMITTEE	203934	10/11/2019	100.00	REFUNDS
66730	OHARA HARDWARE	203837	10/04/2019	585.06	OPERATING SUPPLIES
67058	ONSITE SERVICE SOLUTIONS	204021	10/18/2019	4,599.00	CONTRACTUAL SERVICES
67059	ONSITE SERVICE SOLUTIONS,	203935	10/11/2019	725.00	CONTRACTUAL SERVICES
67098	O'REILLY AUTOMOTIVE	203838	10/04/2019	761.04	VHCL MTCE SUPPLIES
67752	OTTUMWA CHIROPRACTIC CLIN	203839	10/04/2019	85.00	EMPLOYEE PHYSICALS/TESTS
67759	OTTUMWA COMMUNITY SCHOOLS	204117	10/25/2019	62.96	OFFICE SUPPLIES
68000	OTTUMWA COURIER	204023	10/18/2019	5,456.57	ADVERT/LEGAL PUBL
68001	OTTUMWA COURIER	204024	10/18/2019	195.12	DUES & MEMBERSHIPS
68144	OTTUMWA ECONOMIC DEVELOPM	204025	10/18/2019	5,000.00	CONTRIBUTION/OEDC
68192	OTTUMWA FIBER LLC	203840	10/04/2019	150.00	TECHNOLOGY SERVICES
68556	OTTUMWA NAPA	203841	10/04/2019	452.97	VHCL MTCE SUPPLIES
68560	OTTUMWA PRINTING, INC.	204026	10/18/2019	624.00	PRINTING
68576	OTTUMWA RADIO	204027	10/18/2019	3,033.64	EMPLOYEE RECRUITMENT
69040	OTTUMWA WATER AND HYDRO	203842	10/04/2019	11,082.88	BILLING FEES-WW
69401	PTYC	203843	10/04/2019	50.00	REFUNDS
69688	DIXIE L PARKER	203844	10/04/2019	1,400.00	JANITORIAL
70610	PAYMENT REMITTANCE CENTER	204069	10/21/2019	14,092.10	LIBRARY MAT.-JAMES ESTATE
71955	DOUG PILCHER	204028	10/18/2019	262.60	TRAVEL & CONFERENCE
72035	PIPESTONE VET CLINIC OF	204029	10/18/2019	847.52	OTHER PROF SERV
72236	PITNEY BOWES INC.	203937	10/11/2019	331.47	OFFICE SUPPLIES
72253	PPG ARCHITECTURAL FINISHE	203938	10/11/2019	2,616.90	OPERATING SUPPLIES
72986	PORTZEN CONSTRUCTION INC	203845	10/04/2019	153,566.88	CONTRACTUAL SERVICES
73290	POWERPLAN	204030	10/18/2019	384.06	VHCL MTCE SUPPLIES
73926	PRODUCTIVITY PLUS ACCOUNT	203846	10/04/2019	194.30	VHCL MTCE SUPPLIES
73927	PRODUCTIVITY PLUS ACCOUNT	203847	10/04/2019	68.16	VHCL MTCE SUPPLIES
73960	PROFESSIONAL COMPUTER	203939	10/11/2019	99.99	TECHNOLOGY SERVICES
74204	PUBLIC SAFETY TRAINING CO	204119	10/25/2019	399.00	TRAINING
74260	PURCHASE POWER	204031	10/18/2019	478.25	POSTAGE & SHIPPING
74626	QUALITY SERVICES CORP	204120	10/25/2019	2,658.73	VHCL MTCE SUPPLIES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
74740	RJ PERFORMANCE INC	203849	10/04/2019	17,978.00	OTHER SMALL CAPITAL
75901	RECORDED BOOKS INC	203850	10/04/2019	143.96	LIBRARY MAT.-JAMES ESTATE
76091	BOBBI JO REED	203851	10/04/2019	35.00	REFUNDS
76296	CHRISTINA REINHARD	204122	10/25/2019	98.60	TRAVEL & CONFERENCE
78105	ROYAL PORTABLE TOILETS	203852	10/04/2019	328.64	SANITATION
78278	S & F LAWNSCAPE SERVICE	204035	10/18/2019	764.50	GROUND MAINT & REPAIR
78279	S & L ALL SEASON	204123	10/25/2019	227.95	TOOLS & SMALL EQUIP
78350	SADLER POWER TRAIN	204036	10/18/2019	89.88	VHCL MTCE SUPPLIES
79351	SCHROEDER GRAPHICS & SIGN	203853	10/04/2019	1,600.00	OTHER PROF SERV
79358	SCHUMACHER ELEVATOR CO	203940	10/11/2019	476.79	BUILDING MAINTENANCE REPA
79970	LARRY SEALS	203854	10/04/2019	40.75	TRAVEL & CONFERENCE
80174	BRAD SERTTERH	204124	10/25/2019	85.59	SUSTENANCE SUPPLIES
81429	AARON SHORT	203941	10/11/2019	51.61	SUSTENANCE SUPPLIES
81507	SHRED-IT USA	204037	10/18/2019	75.60	OTHER PROF SERV
82135	SINCLAIR TRACTOR	204038	10/18/2019	436.36	VHCL MTCE SUPPLIES
82556	BETH JANE SMITH	203943	10/11/2019	1,000.00	CONTRACTUAL SERVICES
83100A	SNAP-ON-TOOLS	204125	10/25/2019	222.95	TOOLS & SMALL EQUIP
83440	SO OTTUMWA SAVINGS BANK	204070	10/21/2019	2,000,000.00	SOSB/CD
83920	SOUTHERN IOWA ELECTRIC	203879	10/08/2019	81.97	ELECTRIC
83936	SOUTHWESTERN SALES COMPAN	204126	10/25/2019	355.96	VHCL MTCE SUPPLIES
85262	STATE HYGIENIC LABORATORY	203945	10/11/2019	27.00	CONTRACTUAL SERVICES
85285	STATE LIBRARY OF IOWA	203855	10/04/2019	5,894.61	CONTRACTUAL SERVICES
86196	THE STITCH DOCTOR	203856	10/04/2019	225.88	OPERATING SUPPLIES
86199	STIVERS FORD	204127	10/25/2019	60,578.00	AUTOMOTIVE EQUIPMENT
86309	STROHMAN ENTERPRISE, INC.	204128	10/25/2019	1,875.00	TOOLS & SMALL EQUIP
86970	SUPREME STAFFING INC	203947	10/11/2019	28,474.05	CONTRACT EMPLOYEES
87469	DONNA SYLVESTER	204041	10/18/2019	10,000.00	MISCELLANEOUS
88000	TEAMSTER LOCAL UNION 238	204042	10/18/2019	3,173.12	PUBLIC WKS UNION DUE PAYA
88300	TENCO INDUSTRIES, INC	204043	10/18/2019	200.00	REFUNDS
88869	TIM HILDRETH CO. INC.	203948	10/11/2019	445.67	BLDG MAINT & REPAIR
89321	TRASH STICKERS, INC.	203857	10/04/2019	728.00	TRASH TAGS & STICKERS
89462A	TREASURER STATE OF IOWA	204044	10/18/2019	3,237.00	SALES TAX PAYABLE
90104	TURNER CONCRETE	204045	10/18/2019	5,720.00	OTHER SMALL CAPITAL
90454	ULINE	204046	10/18/2019	52.26	OPERATING SUPPLIES
90846	UPS	204129	10/25/2019	216.86	POSTAGE & SHIPPING
90851	UNITED SEEDS INC	203950	10/11/2019	473.90	GROUND MAINT & REPAIR
90862	US CELLULAR	203951	10/11/2019	50.00	REFUNDS
90885	UNITYPOINT CLINIC	203952	10/11/2019	126.00	EMPLOYEE PHYSICALS/TESTS
91835	USA BLUE BOOK	204048	10/18/2019	632.17	LAB SUPPLIES
92555	THE VAN METER COMPANY	204050	10/18/2019	1,959.82	OPERATING SUPPLIES
92640	VAUGHN AUTOMOTIVE	203859	10/04/2019	57.84	VHCL MTCE SUPPLIES
92648	VEENSTRA & KIMM INC	203860	10/04/2019	43,151.29	MISCELLANEOUS
92665	VENMILL INDUSTRIES	203953	10/11/2019	22.74	OPERATING SUPPLIES
92679	VERIZON WIRELESS	203955	10/11/2019	1,200.98	TELEPHONE/IT
93506	WMPF GROUP LLC	204051	10/18/2019	143.64	EMPLOYEE RECRUITMENT
94000	WALMART COMMUNITY/SYNCB	204132	10/25/2019	1,258.51	OPERATING SUPPLIES
94125	WAPELLO COUNTY	203862	10/04/2019	3,437.50	DRUG TASK FORCE GRANT
94235	WAPELLO CO CLERK OF COURT	204052	10/18/2019	100.00	RECORDING & COURT FEES
94644	WAPELLO COUNTY EXTENSION	203864	10/04/2019	35.00	TRAINING
94704	WAPELLO COUNTY RECORDER	203956	10/11/2019	188.00	RECORDING & COURT FEES
94710	WAPELLO COUNTY SECONDARY	203866	10/04/2019	65.88	CELL DEVELOPMENT
94720	WAPELLO COUNTY SHERIFF	203867	10/04/2019	11,201.71	NATURAL GAS
94721	WAPELLO CO SHERIFF'S OFFI	203868	10/04/2019	3,362.77	DRUG TASK FORCE GRANT
94725	WAPELLO COUNTY SHERIFF	204054	10/18/2019	712.43	GARNISHMENTS PAYABLE

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
95000	WAPELLO COUNTY UNITED WAY	204055	10/18/2019	70.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	203880	10/08/2019	54.69	WATER
95368	WAYNE'S TIRE	203870	10/04/2019	1,543.14	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	204058	10/18/2019	384,591.39	GROUP HEALTH CLAIMS
96525A	JAY WHEATON	204134	10/25/2019	150.00	VHCL MTCE SUPPLIES
96808	WILCOX EQUIPMENT	203957	10/11/2019	170.15	VHCL MTCE SUPPLIES
97305	WINDSTREAM	204135	10/25/2019	583.56	TELEPHONE/IT
97320	WINGER COMPANIES	204136	10/25/2019	3,145.52	EQUIP REPAIR
97321	WINGER SERVICE	204060	10/18/2019	135.00	EQUIP REPAIR
97334	WINN CORP	204137	10/25/2019	2,372.84	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	204138	10/25/2019	676.37	NATURAL GAS
97932	DEB WRIGHT	204061	10/18/2019	200.00	REFUNDS

TOTAL NUMBER OF CHECKS 507 WRITTEN TO 282 VENDORS FOR 5,674,158.80

US Treasury	123,521.84	Fed/FICA W/H
US Treasury	42,894.95	PR/Tax
Treasurer Sr of IA	41,565.00	St W/H
IPERS	32,051.32	W/H
IPERS	48,102.53	City Share
	<u>5,962,294.44</u>	

\$ 5,962,294.44

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	2521079.37	2553237.70	1166210.14	3908106.93	6436.30	3914543.23
TOTALS FOR FUND 002	PARKING RAMP	33887.45	184.00	170.00	33901.45		33901.45
TOTALS FOR FUND 110	ROAD USE TAX	5471454.75	416399.91	324610.61	5563244.05	4113.66	5567357.71
TOTALS FOR FUND 112	EMPLOYEE BEN	-728266.80	2142995.59	475743.00	938985.79		938985.79
TOTALS FOR FUND 119	EMERGENCY FU		48360.89	48360.89			
TOTALS FOR FUND 121	SALES TAX 1%	1605074.31	266646.44	26723.00	1844997.75		1844997.75
TOTALS FOR FUND 122	SSMID DISTRI						
TOTALS FOR FUND 123	AGASSI TIF D						
TOTALS FOR FUND 124	VOGEL URBAN						
TOTALS FOR FUND 125	WESTGATE TIF	-21974.38	158996.00	9530.00	127491.62		127491.62
TOTALS FOR FUND 126	AIRPORT TIF	44474.83	24330.42		68805.25		68805.25
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	27029.92	57260.15		84290.07		84290.07
TOTALS FOR FUND 129	RISK MANAGEM	995710.07	155646.95	29012.57	1122344.45		1122344.45
TOTALS FOR FUND 131	AIRPORT FUND	107891.89	37380.80	341878.30	-196605.61	14100.00	-182505.61
TOTALS FOR FUND 133	LIBRARY FUND	235287.06	157730.49	65805.16	327212.39		327212.39
TOTALS FOR FUND 135	CEMETERY FUN	-58791.88	61461.25	27130.83	-24461.46		-24461.46
TOTALS FOR FUND 137	HAZ-MAT FUND	112451.63	33286.35	12030.30	133707.68	150.00	133857.68
TOTALS FOR FUND 141	2018 UPPER S	-70732.69	34761.00		-35971.69		-35971.69
TOTALS FOR FUND 142	HOAP/HILP ES						
TOTALS FOR FUND 143	EPA BROWNIE						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV						
TOTALS FOR FUND 146	DOWNTOWN STR	2179200.24		191262.64	1987937.60		1987937.60
TOTALS FOR FUND 147	CDBG P-2 MAS	9619.67	8008.65		17628.32		17628.32
TOTALS FOR FUND 148	2016 OWW CDB						
TOTALS FOR FUND 151	OTHER BOND P	922786.53	1418.10	58738.91	865465.72	5651.12	871116.84
TOTALS FOR FUND 167	FIRE BEQUEST	24770.86	186.07		24956.93		24956.93
TOTALS FOR FUND 169	START UP FUN						
TOTALS FOR FUND 171	RETIREE HEAL	907537.46	157373.87	79714.78	985196.55		985196.55
TOTALS FOR FUND 173	LIBRARY BEQU	168734.12	1674.40	8216.44	162192.08	375.77	162567.85
TOTALS FOR FUND 174	COMMUNITY DE	75487.01	64200.00	7895.73	131791.28		131791.28
TOTALS FOR FUND 175	POLICE BEQUE	82587.13		6764.40	75822.73	216.00	76038.73
TOTALS FOR FUND 177	HISTORIC PRE	1815.67			1815.67		1815.67
TOTALS FOR FUND 200	DEBT SERVICE	1074382.71	721937.74		1796320.45		1796320.45
TOTALS FOR FUND 301	STREET PROJE	1043755.21	24351.65	349188.42	718918.44		718918.44
TOTALS FOR FUND 303	AIRPORT PROJ	801683.98	674727.00	941162.12	535248.86	56699.20	591948.06
TOTALS FOR FUND 307	SIDEWALK & C	59767.89		670.28	59097.61		59097.61
TOTALS FOR FUND 309	PARK PROJECT	390243.87		6580.33	383663.54		383663.54
TOTALS FOR FUND 311	LEVEE PROJEC	182405.29			182405.29		182405.29
TOTALS FOR FUND 313	EVENT CENTER	140511.29		84.82	140426.47		140426.47
TOTALS FOR FUND 315	SEWER CONSTR	2328124.63		270512.53	2057612.10		2057612.10
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM		3500.00		3500.00		3500.00
TOTALS FOR FUND 503	CEMETERY PER	580.00	120.00	700.00		120.00	120.00
TOTALS FOR FUND 610	SEWER UTILIT	2588535.99	408765.35	503400.16	2493901.18	95.61	2493996.79
TOTALS FOR FUND 611	SEWER SINKIN	415511.00	106837.00		522348.00		522348.00
TOTALS FOR FUND 612	STORM WATER						
TOTALS FOR FUND 613	SEWER IMPROV	2675001.00	41667.00		2716668.00		2716668.00
TOTALS FOR FUND 670	LANDFILL FUN	2972994.17	171400.51	131615.85	3012778.83	5783.89	3018562.72
TOTALS FOR FUND 671	LANDFILL RES	1114976.00			1114976.00		1114976.00
TOTALS FOR FUND 673	RECYCLING	65993.50	50326.45	40201.96	76117.99	1165.00	77282.99
TOTALS FOR FUND 690	TRANSIT FUND	691403.08	237461.04	151007.86	777856.26	22126.44	799982.70
TOTALS FOR FUND 695	1015 TRANSIT						
TOTALS FOR FUND 720	BRIDGEVIEW E	25334.16			25334.16		25334.16
TOTALS FOR FUND 750	GOLF COURSE	15793.62		130.00	15663.62		15663.62
TOTALS FOR FUND 810	POOLED INVES	-34153765.91	4928977.46	8000000.00	-37224788.45		-37224788.45
TOTALS FOR FUND 820	PAYROLL CLEA	105147.66	1081669.49	1083140.19	103676.96	1871.20	105548.16
TOTALS FOR FUND 840	EQUIPMENT PU	1402209.28	184290.00	403053.00	1183446.28		1183446.28
TOTALS FOR FUND 860	GROUP HEALTH	3950765.80	330844.18	351481.42	3930128.56		3930128.56
TOTALS FOR ALL LISTED FUNDS		2538468.44	15348413.90	15112726.64	2774155.70	118904.19	2893059.89

REPORT DATE 10/31/2019
SYSTEM DATE 11/08/2019
FILES ID 0

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
AS OF 10/31/2019

PAGE 2
TIME 11:51:33
USER SC

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

FILED

2019 NOV 13 PM 4:13

CITY OF OTTUMWA

CITY OF OTTUMWA

STAFF SUMMARY

Council Meeting of: 11/19/2019

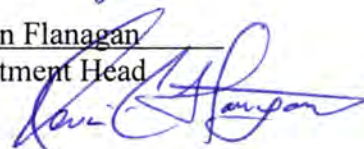
ITEM NO.
Joni Keith
Prepared By



Landfill
Department


Interim City Administrator

Kevin Flanagan
Department Head



AGENDA TITLE: Approve the appointment of Christopher Bettin to the position of Landfill Supervisor effective December 2, 2019.

PURPOSE: Approve the appointment of Christopher Bettin to the position of Landfill Supervisor effective December 2, 2019.

RECOMMENDATION: Approve the appointment subject to the satisfactory completion of pre-employment physical and drug screen.

DISCUSSION: The Solid Waste Commission's long-time Landfill Supervisor, Steve Jones, is retiring in December. Christopher Bettin would fill this position subject to his completion of his pre-employment physical and drug screen. Mr. Bettin is currently the Operations Specialist for Waste Management, supervising a number of drivers and routes, along with budgeting, ordering supplies and handling the day to day operations in the area. He is an Air Force veteran and has heavy machinery experience as well as being foreman for two different companies. Based upon his experience, City staff recommend starting Mr. Bettin at Step 3 of the wage scale with salary set at \$23.64 per hour. This is a nonunion and non-Civil Service position. This hire will also satisfy potential succession planning issues within this Department.

FILED
2019 NOV 13 PM 4:13
CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 19, 2019

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head



City Administrator Approval

AGENDA TITLE: **Lease Agreements for 2020-2021 for Baseball, Softball, Soccer, and YMCA.**

****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 Lease Agreements and Authorize the Mayor to Sign.**

DISCUSSION: At the Ottumwa Parks Advisory Board meeting on November 12, 2019, the Park Board approved lease agreements with the following groups: Girl's Softball, Adult Softball, Adult Soccer, YMCA Youth Sports, Babe Ruth Baseball, Ottumwa Little League, Ottumwa High School, and the American Legion. These lease agreements will begin on January 1, 2020 and last until December 31, 2021.

Source of Funds:

Budgeted Item: Budget Amendment Needed: **No**

CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2020, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Ottumwa Girl's Softball League, Inc., hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the Paula Stufflebeam Fields and the Junior League Softball diamonds, more commonly described in Attachment "A", for the purpose of holding youth softball league programs.

2. Said Lease shall begin on the 1st day of January, 2020 and continue until the 31st day of December, 2021.

3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2020.

4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs. LESSEE agrees to limit light and electricity usage to an absolute minimum.

5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.

6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

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

8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim, damages, costs, or expenses on account of injury to any person or persons or to any property belonging to any person or persons by reason of such casualty, accident or other happening on or about the leased premises during the term thereof. Certificates or copies of said policies naming the LESSOR as an additional insured shall be delivered to the LESSOR within thirty (30) days after the beginning of the term of this lease or within thirty (30) days of the expiration of the current certificate. **Current insurance must be on file with the City Clerk on or before April 1 of each year or this lease is considered null and void and the premises shall be immediately vacated.**

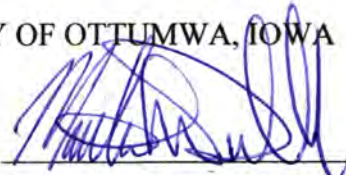
9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed during LESSEE sponsored events.

10. LESSEE will reimburse the City of Ottumwa \$500 per year for electricity costs payable before January 1 of each year.

11. The City may cancel this lease at any time with thirty (30) days advance notice in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease.

CITY OF OTTUMWA, IOWA

BY: 
Matt Dalbey, Mayor Pro Tem

DATE: 11-19-19

BY: _____
LESSEE

DATE: _____

Contact Information:

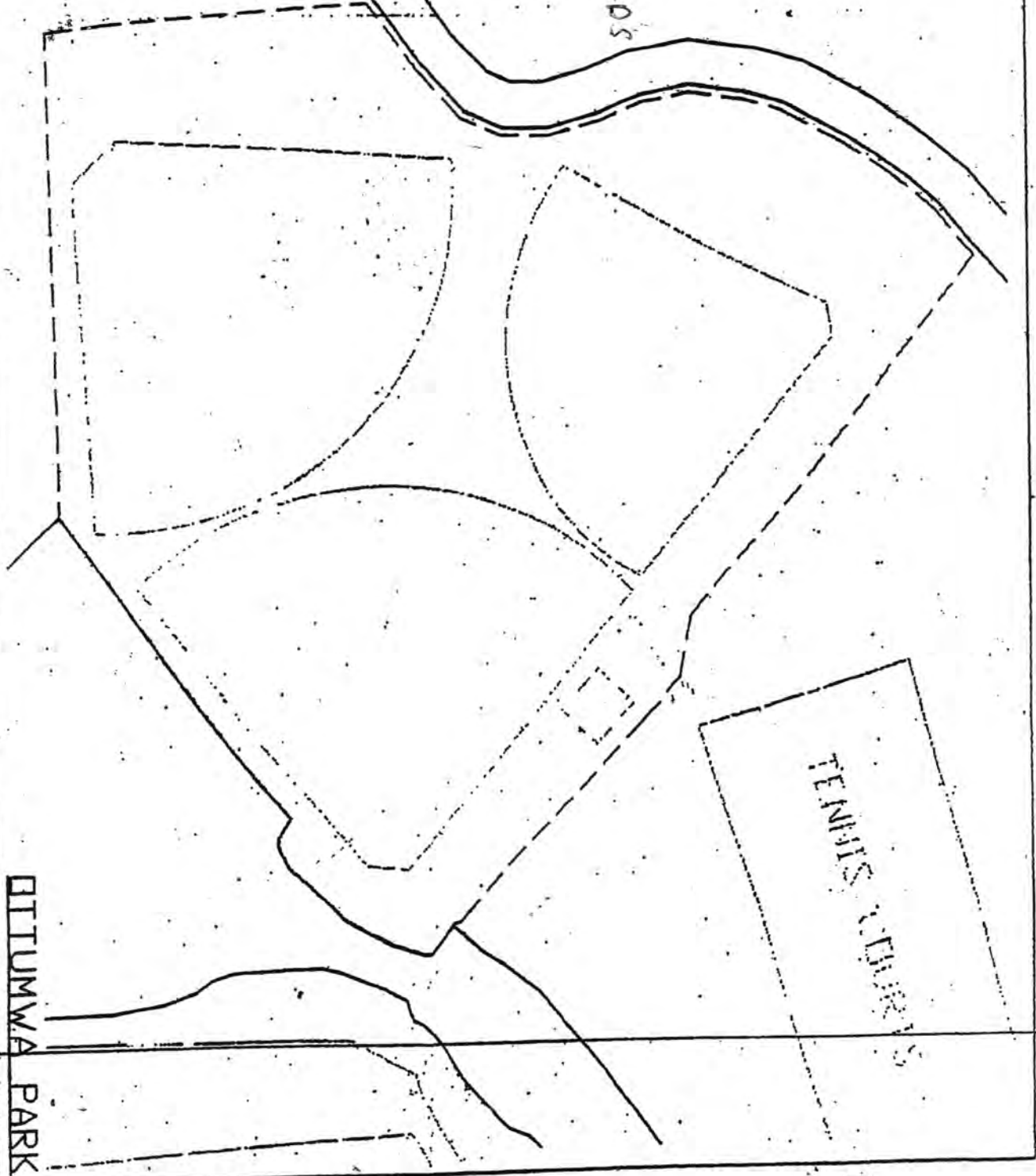
City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0600

Ottumwa Girls Softball League, Inc.
Tom Batterson
701 Wabash
Ottumwa, Iowa 52501
641-799-8661

PAULA
STAFFLEBEAM

FIELDS

TENNIS COURTS



OTJUMA

DESIGNED BY
J. L. M. M.
ARCHITECT

Scale:

Drawn by: QED

PROJECT NAME

OTJUMA PARK

SHEET NO.

CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2020, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Ottumwa High School, hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the American Legion Field, more commonly described in Attachment "A", for the purpose of holding a High School Baseball program.
2. Said Lease shall begin on the 1st day of January, 2020, and continue until the 31st day of December, 2021.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2020.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs. LESSEE agrees to limit light and electricity usage to an absolute minimum.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission b the LESSEE or its agents.

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

8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim, damages, costs, or expenses on account of injury to any person or persons or to any property belonging to any person or persons by reason of such casualty, accident or other happening on or about the leased premises during the term thereof. Certificates or copies of said policies naming the LESSOR as an additional insured shall be delivered to the LESSOR within thirty (30) days after the beginning of the term of this lease or within thirty (30) days of the expiration of the current certificate. **Current insurance must be on file with the City Clerk on or before April 1 of each year or this lease is considered null and void and the premises shall be immediately vacated.**

9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed during LESSEE sponsored events.

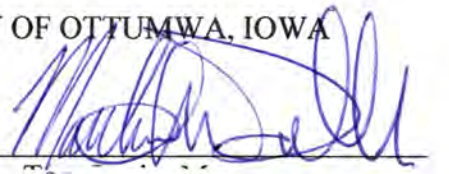
10. The City may cancel this lease at any time with thirty (30) days advance notice in writing.

11. LESSEE will reimburse the City of Ottumwa \$500 per year for electricity costs payable before January 1 of each year.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease.

CITY OF OTTUMWA, IOWA

BY:


Matt Dalbey, Mayor Pro Tem

DATE:

11-19-19

OTTUMWA HIGH SCHOOL

BY:

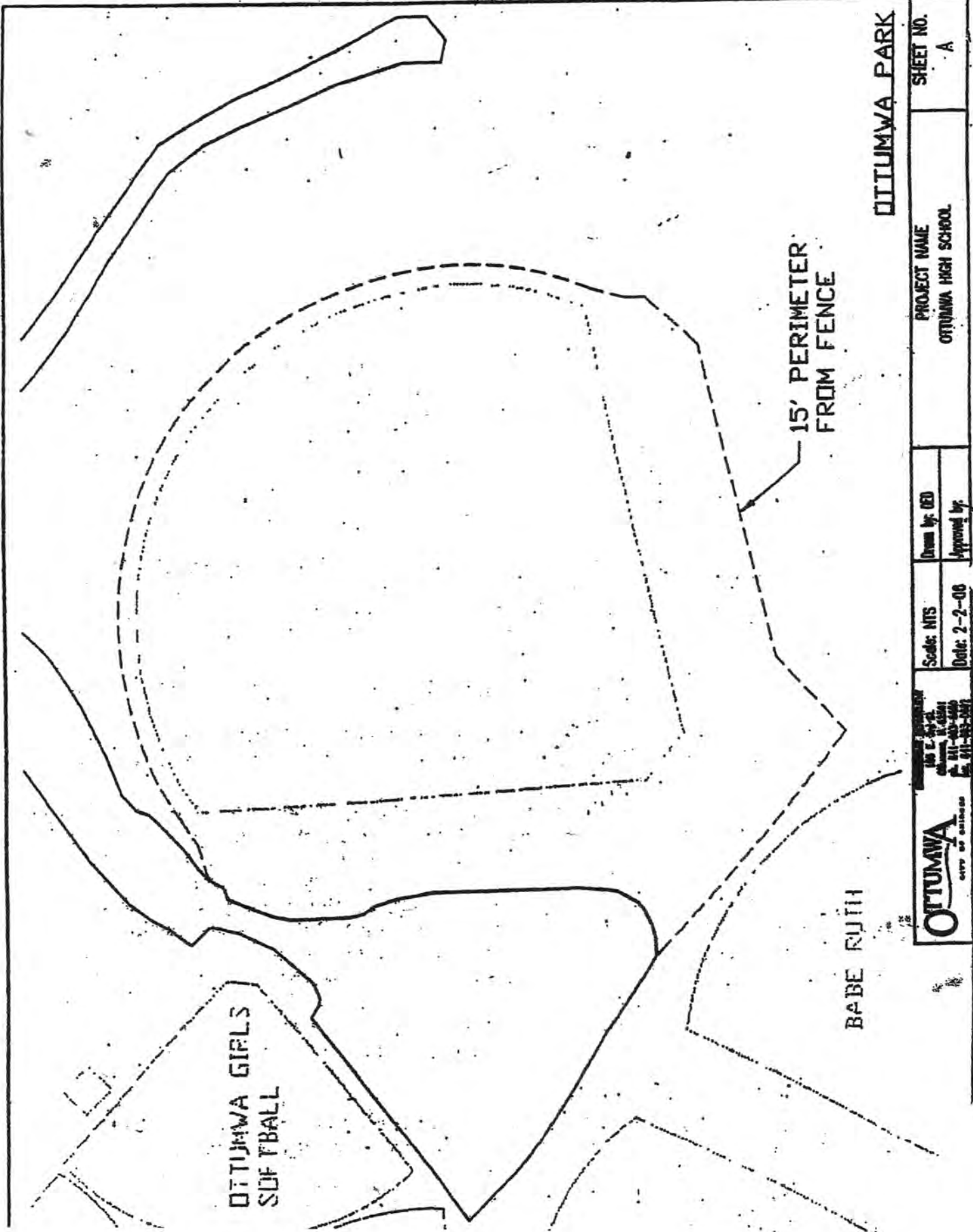
LESSEE

DATE:

Contact Information:

City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0600

Ottumwa High School
John Berg, Business Manager
Van Buren Street
Ottumwa, IA 52501
641-684-6597

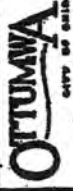


OTTUMWA PARK

15' PERIMETER FROM FENCE

OTTUMWA GIRLS SOF FBALL

BABE RUTH

 CITY OF OTTUMWA 100 E. 1st St. Ottumwa, IA 52501 Phone: 319-235-3381	Scale: NTS	Drawn by: OED	PROJECT NAME OTTUMWA HIGH SCHOOL	SHEET NO. A
	Date: 2-2-06	Approved by:		

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2020, by and between the City of Ottumwa, Iowa, hereinafter called LESSOR, whose address for the purpose of this Lease is 105 East Third, Ottumwa, Iowa 52501, and the Southeast Iowa Community Soccer League hereinafter called LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR area in the NW Quadrant of Ottumwa Park west of the Men's Slo-Pitch ball field only for the purpose of holding soccer matches as shown on Attachment A.
2. Said Lease shall begin on the 1st day of January, 2020, and continue until the 31st day of December, 2021.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 per year.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

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

8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim, damages, costs, or expenses on account of injury to any person or persons or to any property belonging to any person or persons by reason of such casualty, accident or other happening on or about the leased premises during the term thereof. Certificates or copies of said policies naming the LESSOR as an additional insured shall be delivered to the LESSOR within thirty (30) days after the beginning of the term of this lease or within thirty (30) days of the expiration of the current certificate. **Current insurance must be on file with the City Clerk on or before April 1 of each year or this lease is considered null and void and the premises shall be immediately vacated.**

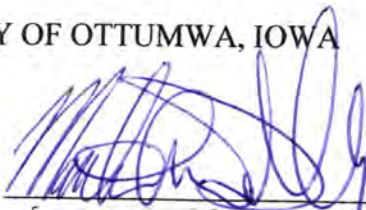
9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed when the property is being used for soccer games. Vendors and Southeast Iowa Community Soccer League must have proper City of Ottumwa permits and licenses, including a food license and a transient merchant permit.

10. The City may cancel this lease at any time with thirty (30) days advance notice in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease.

CITY OF OTTUMWA, IOWA

BY:



Matt Dalbey, Mayor Pro Tem

DATE:

11-19-19

BY:

LESSEE

DATE:

Contact Information:

City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501

Southeast Iowa Community Soccer League
Gerardo Victoria
Ottumwa, IA 52501
641-455-9230

CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2020, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the YMCA, hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the Sycamore Park athletic field, for the purpose of holding youth recreational programs.
2. Said Lease shall begin on the 1st day of January, 2020, and continue until the 31st day of December, 2021.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2020.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.
7. LESSEE shall, at the option of the LESSOR, defend the LESSOR with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel in defense of any suit arising hereunder.

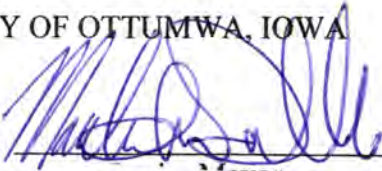
8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim, damages, costs, or expenses on account of injury to any person or persons or to any property belonging to any person or persons by reason of such casualty, accident or other happening on or about the leased premises during the term thereof. Certificates or copies of said policies naming the LESSOR as an additional insured shall be delivered to the LESSOR within thirty (30) days after the beginning of the term of this lease or within thirty (30) days of the expiration of the current certificate. **Current insurance must be on file with the City Clerk on or before April 1 of each year or this lease is considered null and void and the premises shall be immediately vacated.**

9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed during LESSEE sponsored events.

10. The City may cancel this lease at any time with thirty (30) days advance notice in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease.

CITY OF OTTUMWA, IOWA

BY: 
Matt Dalbey, Mayor Pro Tem

DATE: 11-19-19

BY: _____
LESSEE

DATE: _____

Contact Information:

City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0600

YMCA
Tom Sisler
611 N Hancock
Ottumwa, IA 52501
641-684-6571 ext 11

CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2020, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and Ottumwa Babe Ruth Baseball Association, Ltd., hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the McCarroll Babe Ruth Complex, more commonly described in Attachment "A", for the purpose of holding a Babe Ruth Youth Baseball program.
2. Said Lease shall begin on the 1st day of January, 2020, and continue until the 31st day of December, 2021.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2020.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

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

8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim, damages, costs, or expenses on account of injury to any person or persons or to any property belonging to any person or persons by reason of such casualty, accident or other happening on or about the leased premises during the term thereof. Certificates or copies of said policies naming the LESSOR as an additional insured shall be delivered to the LESSOR within thirty (30) days after the beginning of the term of this lease or within thirty (30) days of the expiration of the current certificate. **Current insurance must be on file with the City Clerk on or before April 1 of each year or this lease is considered null and void and the premises shall be immediately vacated.**

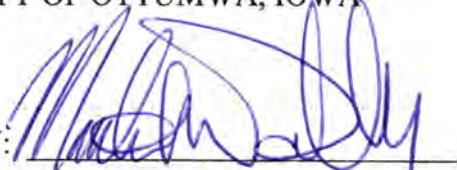
9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed during LESSEE sponsored events.

10. LESSEE will reimburse the City of Ottumwa \$500 per year for electricity costs payable before March 31 of each year.

11. The City may cancel this lease at any time with thirty (30) days advance notice in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease.

CITY OF OTTUMWA, IOWA

BY: 
Matt Dalbey, Mayor Pro Tem

DATE: 11-19-19

BY: _____
LESSEE

DATE: _____

Contact Information:

City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0654

Ottumwa Babe Ruth Baseball Association, Ltd.
Tim Ash
11325 Dahlonga Road
Ottumwa, IA 52501
641-455-2132

OTTUMWA

ENGINEERING COMPANY
INC. 2, 34 N. W. 1st St.
OTTUMWA, ILL. 62450
PH. 561-2211

Scale: NTS
Date: 9-7-08

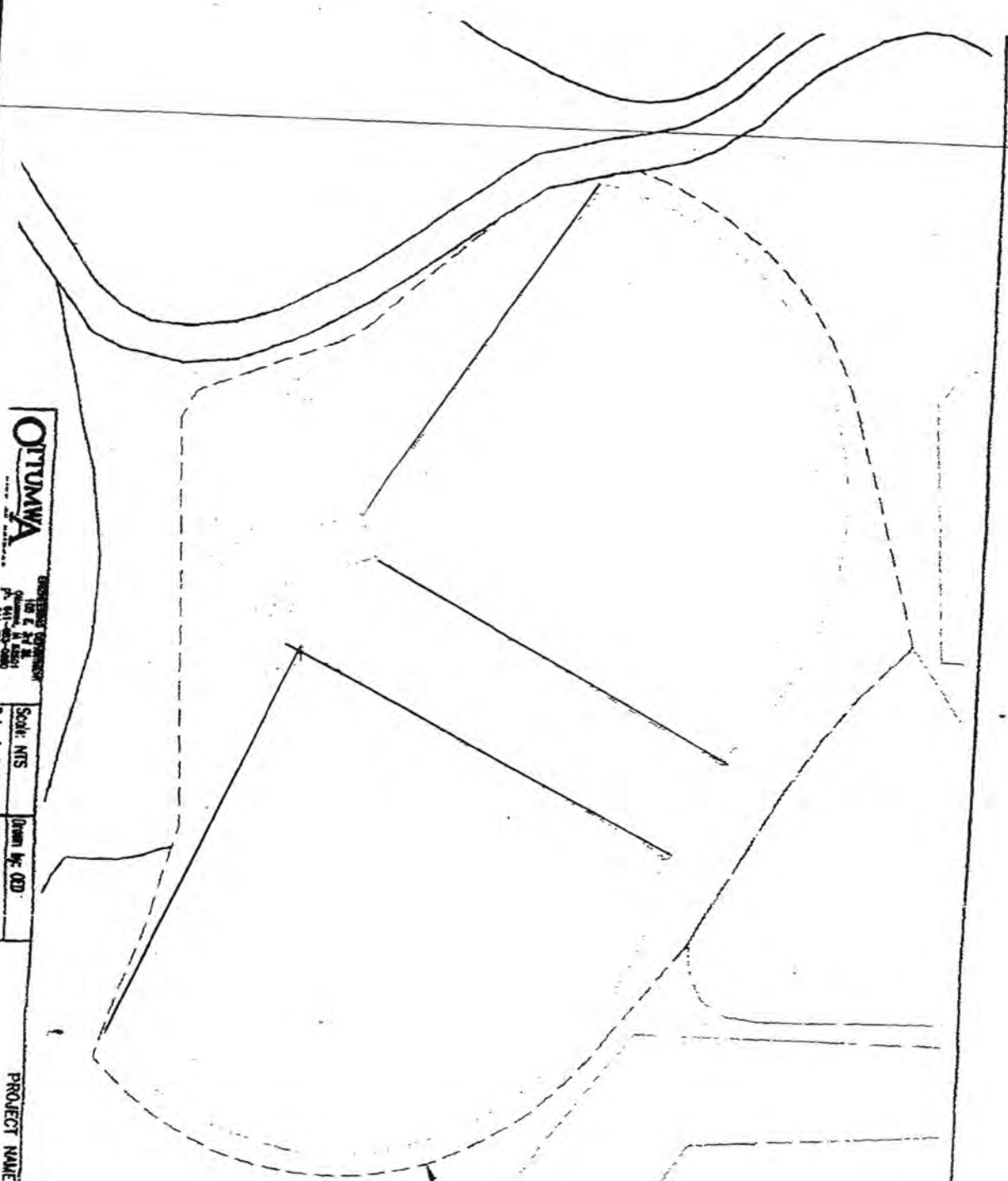
Drawn by: CD
Reviewed by:

PROJECT NAME
BAE RUTH

OTTUMWA PAR

SHEET N
A

15' PERIMETER
FROM FENCE



CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2020, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Adult Softball Association, hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the Ottumwa Men's Slo-Pitch diamonds, more commonly described in Attachment "A", for the purpose of holding recreational softball programs. Co-ed, Church League and Ottumwa Men's Slo-Pitch.
2. Said Lease shall begin on the 1st day of January 2020 and continue until the 31st day of December, 2021.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2020.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days, unless LESSEE is forced to vacate said premises by LESSOR. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

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

8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim, damages, costs, or expenses on account of injury to any person or persons or to any property belonging to any person or persons by reason of such casualty, accident or other happening on or about the leased premises during the term thereof. Certificates or copies of said policies naming the LESSOR as an additional insured shall be delivered to the LESSOR within thirty (30) days after the beginning of the term of this lease or within thirty (30) days of the expiration of the current certificate. **Current insurance must be on file with the City Clerk on or before April 1 of each year or this lease is considered null and void and the premises shall be immediately vacated.**

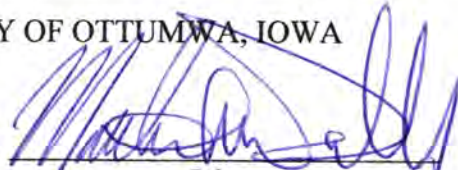
9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed during LESSEE sponsored events.

10. LESSEE will reimburse the City of Ottumwa \$500 per year for electricity costs payable before January 1, 2020.

11. The City may cancel this lease at any time with thirty (30) days advance notice in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease.

CITY OF OTTUMWA, IOWA

BY: 
Matt Dalbey, Mayor Pro Tem

DATE: 11-19-19

BY: _____
LESSEE

DATE: _____

Contact Information:

City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0654

Adult Softball Association
Loren McIntosh
714 S Moore St.
Ottumwa, IA 52501
641-777-0365

OTTUMWA
CITY OF BRIDGES

ENGINEERING DEPARTMENT
105 E. 3rd St.
Ottumwa, IA 52501
Ph. 641-633-0680
Fax. 641-633-0992

Scale: NTS
Date: 2-2-06

Drawn by: OED
Approved by:

PROJECT NAME
MEN'S SLOW PITCH

SHEET NO.
A

WAYSIDE PARK



CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2020, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the American Legion hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the American Legion Field, more commonly described in Attachment "A", for the purpose of holding a baseball program.
2. Said Lease shall begin on the 1st day of January, 2020, and continue until the 31st day of December, 2021.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before January 1, 2020.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs. LESSEE agrees to limit light and electricity usage to an absolute minimum.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

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

8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim, damages, costs, or expenses on account of injury to any person or persons or to any property belonging to any person or persons by reason of such casualty, accident or other happening on or about the leased premises during the term thereof. Certificates or copies of said policies naming the LESSOR as an additional insured shall be delivered to the LESSOR within thirty (30) days after the beginning of the term of this lease or within thirty (30) days of the expiration of the current certificate. **Current insurance must be on file with the City Clerk on or before April 1 of each year or this lease is considered null and void and the premises shall be immediately vacated.**

9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed during LESSEE sponsored events.

10. The City may cancel this lease at any time with thirty (30) days advance notice in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease.

CITY OF OTTUMWA, IOWA

BY: 

Matt Dalbey, Mayor Pro Tem

DATE: 11-19-19

BY: _____

LESSEE

DATE: _____

Contact Information:

City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0600


American Legion
John Hart
518 Ray Street
Ottumwa, IA 52501
641-684-7255

OTTUMWA GIRLS
SOFTBALL

BABE RUTH

15' PERIMETER
FROM FENCE

OTTUMWA PARK

 CITY OF OTTUMWA 100 E. 5th St. Ottumwa, IA 52501 P: 319-252-4400 F: 319-252-2871		Scale: NTS Date: 2-2-08 Drawn by: CDJ Approved by:	PROJECT NAME OTTUMWA HIGH SCHOOL	SHEET NO. A
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CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 1st day of January, 2020, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Ottumwa Little League, hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR Hagglund Field, more commonly described in Attachment "A", and the western half of Union Park, more commonly described in Attachment "B", for the purpose of holding a youth Little League Baseball program.
2. Said Lease shall begin on the 1st day of January, 2020, and continue until the 31st day of December, 2021.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$20 on or before January 1, 2020.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission b the LESSEE or its agents.

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


8. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain casualty and liability insurance from a responsible company authorized to do business in the State of Iowa, in an amount not less than \$1,000,000 combined single limit protecting the LESSOR against claim, damages, costs, or expenses on account of injury to any person or persons or to any property belonging to any person or persons by reason of such casualty, accident or other happening on or about the leased premises during the term thereof. Certificates or copies of said policies naming the LESSOR as an additional insured shall be delivered to the LESSOR within thirty (30) days after the beginning of the term of this lease or within thirty (30) days of the expiration of the current certificate. **Current insurance must be on file with the City Clerk on or before April 1 of each year or this lease is considered null and void and the premises shall be immediately vacated.**

9. Any concessions to be the sole responsibility of the league and its vendors. Concessions shall only be allowed during LESSEE sponsored events.

10. The City may cancel this lease at any time with thirty (30) days advance notice in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease.

CITY OF OTTUMWA, IOWA

BY: 
Matt Dalbey, Mayor Pro Tem

DATE: 11-19-19

OTTUMWA LITTLE LEAGUE

BY: _____
LESSEE

DATE: _____

Contact Information:

City of Ottumwa
City Hall
105 E. Third
Ottumwa, IA 52501
641-683-0600

Ottumwa Little League
Eric Sandegren
214 South Ward
Ottumwa, Iowa 52501
680-6617

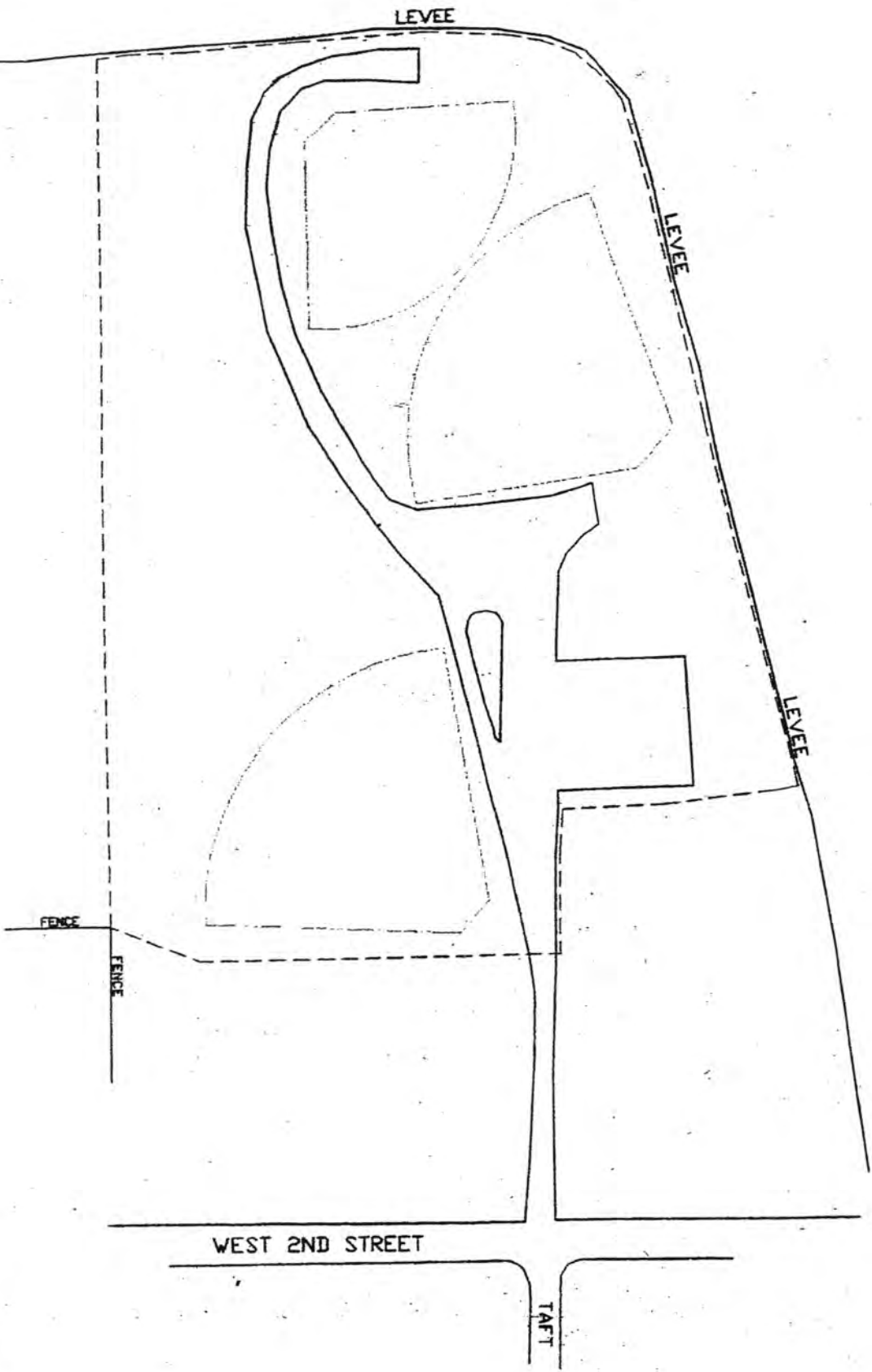
OTTUMWA
 CITY OF ILLINOIS
 ENGINEERING DEPARTMENT
 100 E. 3rd St.
 Ottumwa, IL 62501
 Ph: 815-883-0880
 Fax: 815-883-0887

Scale: NTS
 Date: 2-2-06
 Drawn by: (CD)
 Approved by:

PROJECT NAME
 MIDWEST LITTLE LEAGUE

SHEET NO.
 A

UNION PARK



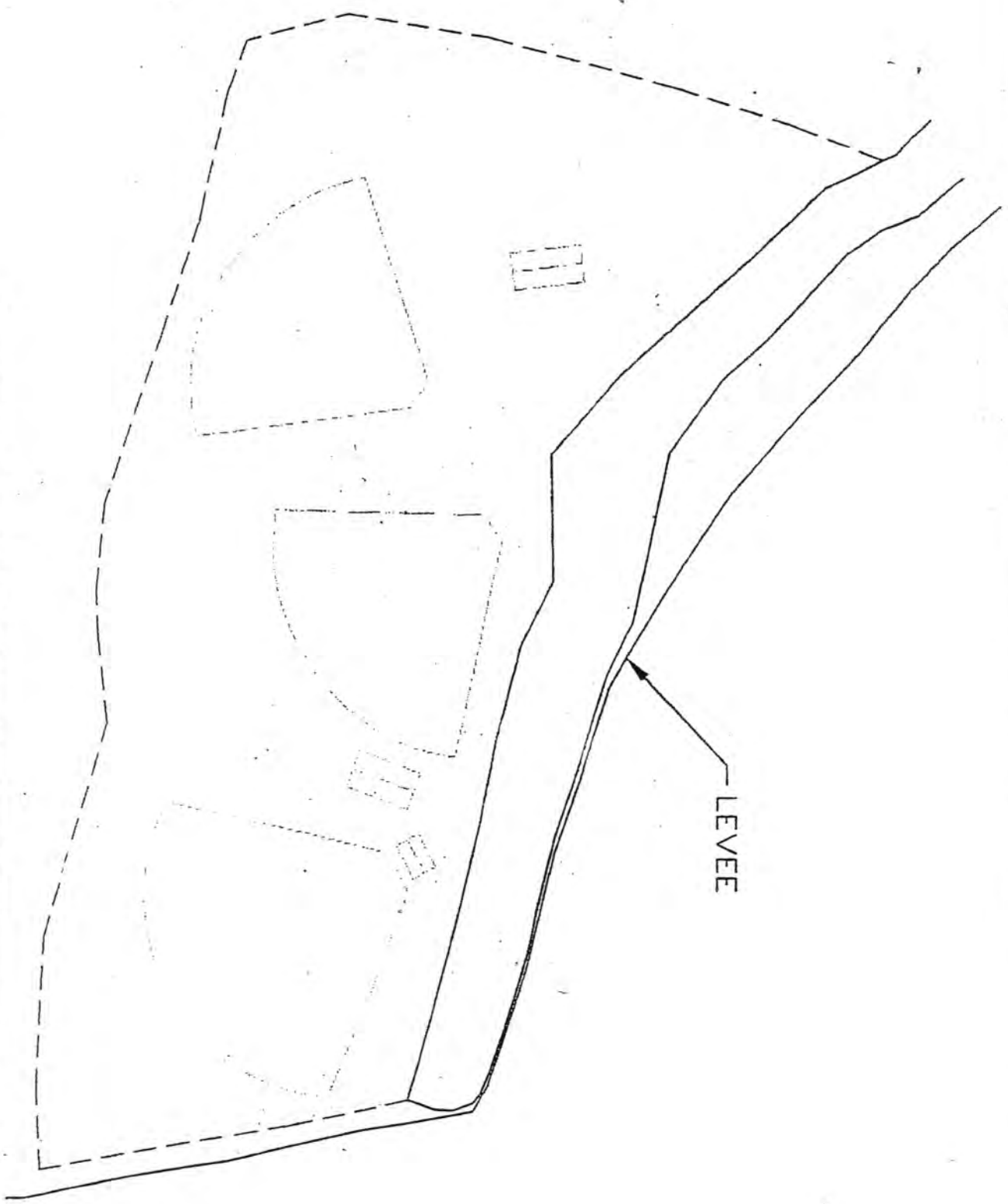


BUSINESS DEVELOPMENT
100 E. 4th St.
Ottumwa, IA 52501
Ph: 641-443-0000
Fax: 641-443-0982

Scale: NTS	Drawn by: OED
Date: 2-2-06	Approved by:

PROJECT NAME
NATIONAL LITTLE LEAGUE

SHEET NO.
A



FILED

2019 NOV -8 AM 8:12

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 19, 2019

Jody Gates

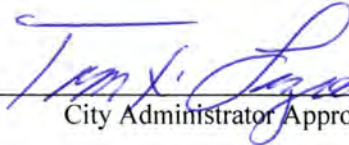
Prepared By

Kevin C Flanagan

Department Head

Health & Inspections

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 254 - 2019, a Resolution setting December 3, 2019 as the date of a public hearing on the disposition of city owned property located at 502 Lee to Theresa L. Carr

****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. 254 - 2019.

DISCUSSION: The buyer offered the City \$250.00 for a vacant lot located at 502 Lee. The buyer wants to purchase the lot to use as green space because she owns property at 506 Lee. December 3, 2019 is the date set for a public hearing to consider the offer.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 254 – 2019

A RESOLUTION SETTING DECEMBER 3, 2019 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 502 LEE TO THERESA L. CARR

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 69 in A. E. Hammond's Second Addition to the Ottumwa, Wapello County, Iowa, also known as 502 Lee; and

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

WHEREAS, the buyer offered \$250.00 for the lot because she owns property next to the vacant lot; and

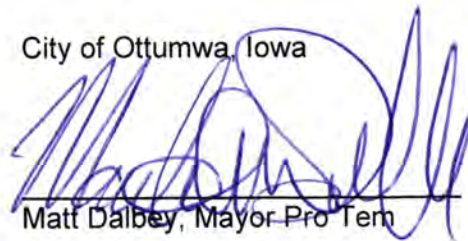
WHEREAS, the lot will be transferred by quit claim deed with the cost of publishing the public hearing notice and recording costs paid by the buyers.

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

That the 3rd day of December 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 Theresa L. Carr for the sum of \$250.00 and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 19th day of November 2019.

City of Ottumwa, Iowa



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



[CITY OF]
OTTUMWA

2019 AUG 14 PM 4:32

OTTUMWA

Petition No.: 5059-2019

Petitioner Information:

Name: Theresa L. Carr

Address: 506 Lee Ave

Phone Number: (641) 226-0680 Petition contains the required number of signatures.

Summary of Petition:

Purchase offer for vacant lot next to her property for use as green space;
502 Lee Ave, Parcel ID#007416500040000.
Offer \$250, deposit \$100 received.
City acquired 7/19/19; may sell after 11/16/19.

1. Engineering Department Approve Deny

LBS

Comments:

Date 8-15-19 Dept. Initials Required

2. Plan/Zoning/Dev. Department Approve Deny

[Signature]

Comments:

Date 8-16-19 Dept. Initials Required

3. Health Department Approve Deny

[Signature]

Comments:

Date 8-16-19 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
2019 NOV 14 AM 10:35
CITY CLERK
OTTUMWA
** ACTION ITEM **

Council Meeting of: November 19, 2019

Engineering Department
Alicia Bankson
Prepared By
Larry Seal
Department Head
Tom X. Lewis
City Administrator Approval

AGENDA TITLE: Resolution #257-2019. Approving the contract, bond, and certificate of insurance for 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 #257-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Minturn, Inc. of Brooklyn, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the November 5, 2019 City Council Meeting in the amount of \$35,500.00.

Bid Amount: \$35,500.00

Engineer's Opinion of Cost: \$34,000.00

RESOLUTION #257-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE WPCF – GATEWELL CONVERSION PROJECT

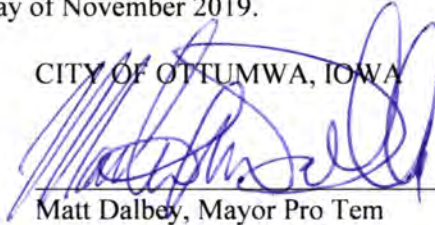
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Minturn, Inc. of Brooklyn, Iowa in the amount of \$35,500.00 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 19th day of November 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 **November 15, 2019**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Minturn, Inc. of Brooklyn, 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: "**GATEWELL CONVERSION 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 in 20 working days 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 **\$35,500.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By 

Title Mayor Pro Tem

ATTEST:



Title City Clerk


Contractor

By 

Title President

Address 144 W. Front St.

City, State, Zip Brooklyn, IA 57211



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/7/2019

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).

PRODUCER TrueNorth Companies, L.C. 500 1st St SE Cedar Rapids IA 52401	CONTACT NAME: RM Home Office	FAX (A/C, No): 877-810-6374	
	PHONE (A/C, No, Ext): 319-366-2723	E-MAIL ADDRESS: certs@truenorthcompanies.com	
INSURED Minturn Inc. 144 W Front St. Brooklyn IA 52211	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: BITCO General Insurance Corporation		20095
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 636611423

REVISION NUMBER:

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

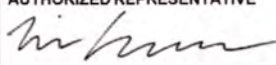
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CLP 3 676 731	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP 3 676 732	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP 2 815 613	1/1/2019	1/1/2020	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 3 676 730	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Rented Equipment			CLP 3 676 731	1/1/2019	1/1/2020	Limit	500,000
A	Installation Floater			CLP 3 676 731	1/1/2019	1/1/2020	Limit	200,000

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

If Yes is indicated above for add'l insd forms Gen Liab #(GL3084) (premises & completed operations), Auto Liab #(AP0401) applies. If Yes is indicated above for waiver of subrogation forms Gen Liab #(GL3084), Auto Liab #(AP0401) and WC #WC000313 04/84 applies. Coverage is extended for work performed and required under written contract with the above named insured.

Gateway Conversion Project
 City of Ottumwa as additional insured if required per written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Ottumwa Wapello County, Iowa Engineering Department 105 East Third Street Ottumwa IA 52501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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MERCHANTS BONDING COMPANY™

Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Performance Bond

Bond No. NIA2874

CONTRACTOR:

(Name, legal status and address)

Minturn, Inc.
144 W. Front St.
Brooklyn, IA 52211

OWNER:

(Name, legal status and address)

City of Ottumwa
105 East 3rd Street
Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date: November 15, 2019

Amount: \$35,500.00 Thirty Five Thousand Five Hundred Dollars and 00/100

Description:

(Name and location)

Gatewell Conversion Project - Ottumwa, IA

BOND

Date: November 15, 2019


(Not earlier than Construction Contract Date)

Amount: \$35,500.00 Thirty Five Thousand Five Hundred Dollars and 00/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal) (NUSEAU)
Minturn, Inc.

Signature: 
Name Clinton M. Rhoads
and Title: President

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.
4200 Corporate Drive, Suite 160
West Des Moines, IA 50266
866-511-2184

SURETY:

(Name, legal status and principal place
of business)

Merchants National Bonding, Inc.
6700 Westown Pkwy, West Des Moines, IA 50266

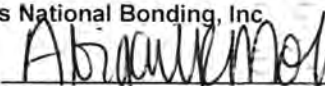
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

SURETY

Company: (Corporate Seal)
Merchants National Bonding, Inc.

Signature: 
Name Abigail R. Mohr
and Title: Attorney-In-Fact



OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Performance Bond-2010 edition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

MERCHANTS BONDING COMPANY™

Merchants National Bonding, Inc. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Payment Bond

Bond No. NIA2874

CONTRACTOR:
(Name, legal status and address)

Minturn, Inc.
144 W. Front St.
Brooklyn, IA 52211

OWNER:
(Name, legal status and address)

City of Ottumwa
105 East 3rd Street
Ottumwa, IA 52501

CONSTRUCTION CONTRACT
Date: November 15, 2019

Amount: \$35,500.00 Thirty Five Thousand Five Hundred Dollars and 00/100

Description:
(Name and location)

Gatewell Conversion Project - Ottumwa, IA

BOND
Date: November 15, 2019
(Not earlier than Construction Contract Date)

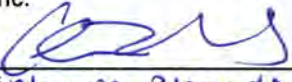
Amount: \$35,500.00 Thirty Five Thousand Five Hundred Dollars and 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal) *(NOSEAL)*

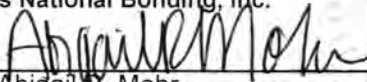
Minturn, Inc.

Signature: 
Name: *Clinton M. Rhoads*
and Title: *President*

SURETY

Company: (Corporate Seal)

Merchants National Bonding, Inc.

Signature: 
Name: *Abigail R. Mohr*
and Title: *Attorney-In-Fact*



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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, Inc.
4200 Corporate Drive, Suite 160
West Des Moines, IA 50266
866-511-2184

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Payment Bond-2010 edition.

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

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

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

Abigail R. Mohr

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

Surety Bond #: NIA2874
Principal: Minturn, Inc.
Obligee: City of Ottumwa

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of November, 2019.

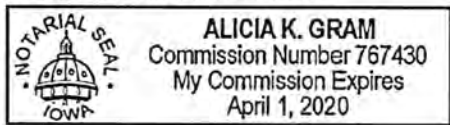


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 15th day of November, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of November, 2019.



William Warner Jr.
Secretary

FILED

CITY OF OTTUMWA
Staff Summary

2019 NOV -8 AM 8:12


CITY CLERK
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: Nov 19, 2019

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head



City Administrator Approval

AGENDA TITLE: Bid for new water service at Memorial Park

 ****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 bid from K.M. King for \$9300.

DISCUSSION: The Parks Director was notified in October that the water service on the Elm Street side of Memorial Park is no longer functional. K.M. King is currently working on underground utilities in this area. Their bid to restore water service to Memorial Park is attached. This project will be funded by money leftover in the stainless steel toilet fund.

Source of Funds: CIP

Budgeted Item: Budget Amendment Needed: No

K.M.KING, INC.

4765 SUMMER STREET - BURLINGTON IA. 52601 - 319/753-0507 - FAX 319/753-2924

Invoice

DATE: November 4, 2019
INVOICE #
FOR:

Bill To:
OTTUMWA PARKS DEPARTMENT

DESCRIPTION	AMOUNT
PROPOSAL: ELM STREET CITY PARK-OTTUMWA, IOWA FURNISH AND INSTALL 1IN WATER SERVICE INCLUDES: 300LF 1INCH K-COPPER @ \$28.00 PER FT	8,400.00
2-CURB VALVE /BOX @ \$350.00 EA	700.00
2-SERVICE CONNECTION @ \$100.00 EA	200.00
As previously quoted.	
TOTAL	\$9,300.00

Make all checks payable to K.M.King Inc.
If you have any questions concerning this invoice, contact Kim King at 319.753.0507

THANK YOU FOR YOUR BUSINESS!

Gene Rathje

From: Kristi McDowell <mcdowellk@ci.ottumwa.ia.us>
Sent: Monday, November 04, 2019 11:34 AM
To: Gene Rathje
Subject: FW:
Attachments: scan.pdf

Gene,

The use of the stainless steel toilet fund for this repair is fine. As you are probably already aware, this needs to go before council as a department recommendation or under the consent agenda before you can proceed.

This will leave \$1,098.31 left in that account.

Thanks,

Kristi

From: Gene Rathje <rathjeg@ci.ottumwa.ia.us>
Sent: Monday, November 4, 2019 11:09 AM
To: 'Kristi McDowell' <mcdowellk@ci.ottumwa.ia.us>
Subject: FW:

Kristi,

This is the revised cost estimate for repairing and upgrading the water service to Memorial Park on the Elm Street side. Can I have your permission to do this? It would be paid from the stainless steel toilet fund if approved.

Thanks,
Gene

From: Kim King <kmking5@mchsi.com>
Sent: Monday, November 04, 2019 3:33 AM
To: rathjeg@ci.ottumwa.ia.us
Subject:

This message and accompanying documents are covered by the Electronic Communications Privacy Act, 18 USC 2510-2521, and contain information intended for the specified individual(s) only. This information is confidential. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, copying, or the taking of any action based on the contents of this information is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

This message and accompanying documents are covered by the Electronic Communications Privacy Act, 18 USC 2510-2521, and contain information intended for the specified individual(s) only. This information is confidential. If you are not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review,

FILED

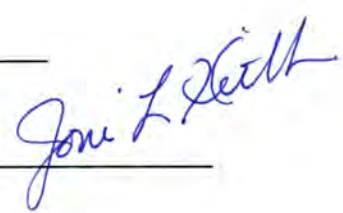
2019 OCT 30 AM 9:31

CITY OF OTTUMWA
STAFF SUMMARY

Council Meeting of: November 19, 2019

ITEM NO. _____

Joni Keith
Prepared By



Planning

Department

Kevin Flanagan

Department Head



Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Public hearing on the TIF Agreement allocating funds to the Downtown Ottumwa Self-Supported Municipal Improvement District.

PURPOSE: Public Hearing to receive input and comments regarding the proposed TIF Agreement allocating funds to the Downtown Ottumwa Self-Supported Municipal Improvement District.

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

DISCUSSION: Council set this date and time to receive public input regarding the review of the proposed TIF Agreement allocating funds to the newly established Downtown Ottumwa Self-Supported Municipal Improvement District. Chapter 386 of the Code of Iowa provides for the development of districts in which tax is levied for improvements within that district. This district is located in the West Gate Urban Renewal District, so the agreement allows these TIF funds to be allocated to the SSMID District.

FILED

2019 OCT 30 AM 9:31 CITY OF OTTUMWA
STAFF SUMMARY

CITY CLERK
OTTUMWA, IOWA

Council Meeting of: November 19, 2019

ITEM NO. _____

Joni Keith
Prepared By

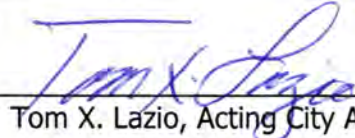


Planning

Department

Kevin Flanagan

Department Head



Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Resolution No. 246-2019 approving a Funding Agreement for the newly established Downtown Ottumwa Self-Supported Municipal Improvement District.

PURPOSE: Approving a Funding Agreement for the Downtown Ottumwa Self-Supported Municipal Improvement District.

RECOMMENDATION: Pass and adopt Resolution No. 246-2019.

DISCUSSION: Council set this date and time to receive public input regarding the approval of a Funding Agreement for the newly established Downtown Ottumwa Self-Supported Municipal Improvement District. Chapter 386 of the Code of Iowa provides for the development of districts in which tax is levied for improvements within that district. This district approved by Ordinance on February 5, 2019, is located in the West Gate Urban Renewal District. The Agreement allows the allocation of the tax levied funds to be transferred to Main Street Ottumwa to be utilized for certain projects that specifically benefit this district. Those projects must be approved by the City Council on an annual basis.

RESOLUTION NO. 246-2019

A RESOLUTION AUTHORIZING A FUNDING AGREEMENT BETWEEN THE CITY OF OTTUMWA AND MAIN STREET OTTUMWA FOR THE DOWNTOWN OTTUMWA SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT.

WHEREAS, pursuant to the provisions of Chapter 386 of the Code of Iowa (the "Act"), the "Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID)" was established by the City Council on February 5, 2019 pursuant to the provisions of Chapter 386 of the Code of Iowa (the "Act"); and

WHEREAS, said district is located within the West Gate Economic Development Urban Renewal Area; and

WHEREAS, the Ordinance directed that property tax revenues collected based upon the annual SSMID levy and divided into the Urban Renewal Area's Tax Increment Financing Fund ("TIF Fund") due to being levied against property within the TIF District should be made available for purposes of the SSMID and the SSMID Activities; and

WHEREAS, the proposed Agreement allows the Funding from the West Gate TIF District to be properly allocated to the Downtown Ottumwa Self-Supported Municipal Improvement District; and

WHEREAS, the Ottumwa City Council set a public hearing for this date and time and said notice was published in the Ottumwa Courier more than four days before said hearing; and

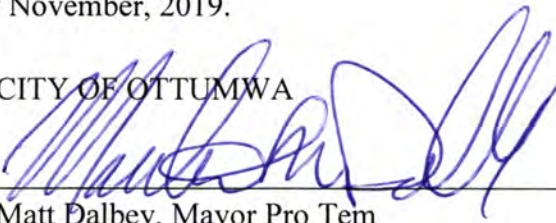
WHEREAS, the Ottumwa City Council has held said public hearing and received input and comments regarding the funding for the Downtown Ottumwa Self-Supported Municipal Improvement District; and

WHEREAS, the proposed Funding Agreement to Main Street Ottumwa for purposes of the SSMID Activities to be authorized by the Council each year, should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA that the Grant Agreement between the City of Ottumwa, Iowa and Main Street Ottumwa that provides for the allocation of tax revenue set out in the Ordinance received from the Downtown Ottumwa Self-Supported Municipal Improvement District within the West Gate Economic Development Urban Renewal Area is hereby approved and the Mayor Pro Tem is authorized to sign said Agreement on behalf of the City of Ottumwa.

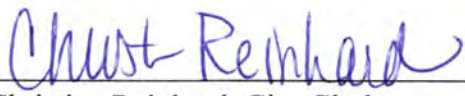
PASSED AND APPROVED this 19th day of November, 2019.

CITY OF OTTUMWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

(SEAL)



**NOTICE OF HEARING ON FUNDING AGREEMENT FOR
DOWNTOWN OTTUMWA SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT**

NOTICE IS HEREBY GIVEN: There is now on file for public inspection in the office of the City Clerk of the City of Ottumwa, Iowa, a proposed Funding Agreement for the newly established Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID).

The property within the SSMID District is also located in the West Gate Economic Urban Renewal District. The property tax revenues that are produced by the SSMID levy must be allocated to Main Street Ottumwa to be used for SSMID projects approved by the City Council. The proposed Funding Agreement allows this allocation to be made.

A consolidated description of the property within the Proposed District is as follows:

All property from the intersection of N. Marion Street and W. 4th Street, east to N. Market Street, south to E. 3rd Street, east to N. Jefferson Street, south to the river, west to the south of Marion Street, north to W. 4th Street, including one property at 302 W. Main Street west of Marion Street.

The City Council will meet on the 19th day of November, 2019, at 5:30 o'clock p.m. at the City Hall, 105 East Third Street, Ottumwa, Iowa, for the purpose of holding a hearing and taking action on the proposed Funding Agreement for the SSMID. At that time and place, the City Council will hear all residents of the City desiring to express their views with respect to the SSMID Funding Agreement, which is available for review within the City Clerk's office.

Christina Reinhard
City Clerk

**GRANT AGREEMENT
BY AND BETWEEN
CITY OF OTTUMWA, IOWA
AND
MAIN STREET OTTUMWA**

THIS GRANT AGREEMENT (“Agreement”) is made on or as of the ____ day of _____, 2019, by and between the CITY OF OTTUMWA, IOWA, a municipality (“City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended, and MAIN STREET OTTUMWA, an Iowa nonprofit corporation (“Main Street Ottumwa”), having an office for the transaction of business at 217 East Main Street, Ottumwa, Iowa.

WITNESSETH:

WHEREAS, the City has previously found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and adopted the West Gate Economic Development Urban Renewal Plan (the “Urban Renewal Plan”) for the West Gate Economic Development Urban Renewal Area (the “Urban Renewal Area” or “Area”), which Plan subsequently has been amended several times, most recently by the adoption of an Amendment No. 8 to the Plan in 2019; and

WHEREAS, Main Street Ottumwa is an Iowa nonprofit corporation organized and incorporated for the purpose of furthering economic development in the downtown area of the City, including within the Urban Renewal Area; and

WHEREAS, the City has previously established the Downtown Ottumwa Self-Supported Municipal Improvement District (the “SSMID”) by Ordinance No. 3152-2019 (the “Ordinance”), in order to support certain services, improvements, and activities within the SSMID, including enhanced maintenance and cleaning of public spaces; development and management of activities in support of marketing, business retention, and business attraction; and capital, physical, or other improvements designed to enhance the image and appearance of the SSMID (the “SSMID Activities”); and

WHEREAS, the property included in the SSMID (“SSMID Area”) is located within the boundaries of the Urban Renewal Area and, furthermore, within the Urban Renewal Area’s Tax Increment Finance District (the “TIF District”); and

WHEREAS, the Ordinance directed that any amount of property tax revenues collected based upon the annual SSMID levy and divided into the Urban Renewal Area’s Tax Increment Financing Fund (“TIF Fund”) due to being levied against property within the TIF District should be made available for purposes of the SSMID and the SSMID Activities; and

WHEREAS, the Ordinance further directed that all funds levied and collected in the SSMID’s Operation Fund should be disbursed to Main Street Ottumwa so that such funds can be expended for the SSMID Activities described in the Ordinance; and

WHEREAS, Main Street Ottumwa is willing to assist the City in implementing the SSMID and is willing to undertake the SSMID Activities, which will promote economic development in

the Urban Renewal Area, including the creation and retention of jobs and income within the Urban Renewal Area; and

WHEREAS, the City and Main Street Ottumwa now desire to enter into this Agreement whereby the City will make annual grants to Main Street Ottumwa, using the funds in the TIF Fund derived from the SSMID levy on the SSMID Area, to be used in furtherance of economic development and job creation and retention within the Area through the undertaking of the SSMID Activities, pursuant to the terms and conditions of this Agreement (the “Economic Development Grants” or “Grants”).

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Section 1. Main Street Ottumwa Representations and Warranties. Main Street Ottumwa makes the following representations and warranties:

a. Main Street Ottumwa is an Iowa non-profit corporation, duly organized and validly existing under Iowa law.

b. Main Street Ottumwa is able and qualified to undertake and provide the SSMID Activities within the SSMID and the Urban Renewal Area.

c. Main Street Ottumwa shall continue to operate in the Urban Renewal Area in the City and employ employees in the course of providing the SSMID Activities during the term of this Agreement.

d. Main Street Ottumwa shall operate its business and expend all Grant funds received from the City under this Agreement in compliance with the Ordinance and all other federal, state, and local laws, regulations, and ordinances, and shall not discriminate against any applicant, employee or funding recipient because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

e. Main Street Ottumwa’s use of Grant funds received under this Agreement shall further Main Street Ottumwa’s ability to undertake and provide the SSMID Activities and are anticipated to promote economic development within the SSMID, including the creation and retention of jobs and income within the Urban Renewal Area.

Section 2. Economic Development Grants. For and in consideration of Main Street Ottumwa’s commitments and obligations under this Agreement, and in furtherance of the purposes of the Ordinance and the Urban Renewal Plan, the City agrees to make five (5) consecutive annual payments (collectively referred to as the “Economic Development Grants” or “Grants”) to Main Street Ottumwa on or before July 15 of each fiscal year, beginning on July 15, 2021, with each Grant to be equal to the amount of funds eligible for deposit in the TIF Fund in the prior fiscal year from the tax levies imposed by the SSMID Ordinance on the incremental value (increased assessed value over the applicable TIF District base assessed value) of properties within the SSMID Area and TIF District, pursuant to the following terms and subject to the following conditions:

a. The City shall, in its sole discretion, calculate the applicable amount of each Grant using the following calculation:

$$\begin{aligned} & \text{(Incremental Value of Zone 1 Properties as of the Applicable Date in} \\ & \text{Column 2 of Section 3(b) * SSMID Levy Rate for Zone 1 Properties)} \\ + & \text{(Incremental Value of Zone 2 Properties as of the Applicable Date in} \\ & \text{Column 2 of Section 3(b) * SSMID Levy Rate for Zone 2 Properties)} \\ + & \text{(Incremental Value of Zone 3 Properties as of the Applicable Date in} \\ & \text{Column 2 of Section 3(b) * SSMID Levy Rate for Zone 3 Properties)} \\ \hline & \text{ANNUAL GRANT AMOUNT} \end{aligned}$$

For the purposes of this Agreement, “Incremental Value” means the increased assessed value for the particular properties above the “base value” assessment set for the properties in the Urban Renewal Area, as determined in Iowa Code Section 403.19.

The Zone 1 Properties, Zone 2 Properties, and Zone 3 Properties are identified in Exhibit A attached hereto.

b. At the time of each payment of an Economic Development Grant, Main Street Ottumwa shall be in compliance with all terms of this Agreement, shall be in good standing with the Iowa Secretary of State’s office with respect to its registration and status as an Iowa non-profit corporation, and shall continue to be operating in and employing employees within the Urban Renewal Area.

c. Each Economic Development Grant shall be secured by and payable solely from tax revenues divided into the Urban Renewal Area’s TIF Fund based on the tax levies implemented for the purposes of the SSMID. The Grants shall not be payable by other tax increment revenues, general taxation, or any other City funds.

For the purposes of this Agreement, the City’s “TIF Fund” for the Urban Renewal Area means the special fund of the City created under the authority of Section 403.19(2) of the Iowa Code and the City’s TIF ordinance(s) for the Urban Renewal Area, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Section 3. Schedule for Economic Development Grants and City Certification.

a. This Agreement shall govern Economic Development Grants payable from taxes collected in the fiscal years shown in the schedule set forth in Section 3(b), being the five fiscal years in which the Ordinance authorizes tax levies to be imposed for the SSMID. If the provisions of the Ordinance are extended for longer than the initial five-year period, then the City and Main

Street Ottumwa may amend this Agreement in writing to extend the duration of the Economic Development Grants.

b. The City shall annually certify to the County on or before each December 1 the amount of the Economic Development Grant to be paid in the subsequent fiscal year to Main Street Ottumwa, using the calculation set forth in Section 2(a), as shown in the following schedule:

1	2	3	4
City's TIF Certification Deadline for Grant	Based on Incremental Value in Zone 1, Zone 2, and Zone 3 as of:	Fiscal Year in which Relevant Taxes are Paid	Grant Payment Date
December 1, 2019	January 1, 2019	Fiscal Year 2020-2021	July 2021
December 1, 2020	January 1, 2020	Fiscal Year 2021-2022	July 2022
December 1, 2021	January 1, 2021	Fiscal Year 2022-2023	July 2023
December 1, 2022	January 1, 2022	Fiscal Year 2023-2024	July 2024
December 1, 2023	January 1, 2023	Fiscal Year 2024-2025	July 2025

Section 4. Non-appropriation/Limitations on Grants.

a. Notwithstanding anything in this Agreement to the contrary, each Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or legal opinion to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make a Grant to Main Street Ottumwa if at any time during the term hereof the City fails to appropriate funds for payment, or receives determination from a court of competent jurisdiction or an attorney retained by the City that the use of Tax Increments to fund a Grant to Main Street Ottumwa, is not authorized or otherwise an appropriate project activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code,

as then constituted. Upon commencement of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Main Street Ottumwa. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two annual Grants would otherwise have been paid to Main Street Ottumwa, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Main Street Ottumwa.

Section 5. Events of Default. If Main Street Ottumwa fails to substantially observe or perform any covenant, condition, or obligation under this Agreement, including but not limited to the obligation to disburse all Economic Development Grant funds under the conditions of this Agreement and the Ordinance, an Event of Default under this Agreement shall have occurred.

Section 6. Remedies. If an Event of Default occurs, and Main Street Ottumwa fails to cure the Event of Default within thirty (30) days after written notice from the City, the City may take any one or more of the following actions:

- a. Suspend payment of Economic Development Grants;
- b. Terminate this Agreement;
- c. The City shall be entitled to recover from Main Street Ottumwa, taking any action, including legal action, it deems necessary to recover, and Main Street Ottumwa shall repay to the City, an amount equal to the full amount of any Economic Development Grants previously made to Main Street Ottumwa under this Agreement, with interest thereon at the highest rate permitted by State law; and
- d. Take any legal or equitable action deemed appropriate to enforce Main Street Ottumwa's obligations under this Agreement.

Section 7. Notices. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Main Street Ottumwa, is addressed or delivered personally to Main Street Ottumwa at 217 East Main Street, Ottumwa, Iowa 52501; Attn: Director or President; and
- b. In the case of the City, is addressed to or delivered personally to the City of Ottumwa at 105 East Third Street, Ottumwa, IA 52501; Attn: City Clerk;

Section 8. Conflicts of Interest. Main Street Ottumwa will make commercially reasonable efforts to ensure that no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to any potential SSMID Activities undertaken in connection with this Agreement, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with any project that receives Grant funds.

Section 9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2025, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 10. Miscellaneous.

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

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

c. Successors. Main Street Ottumwa's successors in interest are not third-party beneficiaries to the Grants under this Agreement and the parties do not intend that any rights in connection with the Grants be conferred upon any third party as a result of this Agreement.

d. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

e. Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one in the same instrument. The signature pages of each counterpart may be combined to form one final recordable version of this Agreement.

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

[Remainder of this page intentionally left blank. Signature pages to follow.]

CITY OF OTTUMWA, IOWA

By: _____
Matt Dalbey, Mayor Pro Tem

ATTEST:

By: _____
Christina Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this _____ day of _____, 2019, before me a Notary Public in and for said State, personally appeared Matt Dalbey and Christina Reinhard, to me personally known, who being 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 Pro Tem 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 the State of Iowa

[Signature page to Grant Agreement – City of Ottumwa, Iowa]

CITY OF OTTUMWA, IOWA

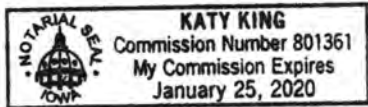
By: [Signature]
Matt Dalbey, Mayor Pro Tem

ATTEST:

By: [Signature]
Christina Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this 10th day of November, 2019, before me a Notary Public in and for said State, personally appeared Matt Dalbey and Christina Reinhard, to me personally known, who being 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 Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



[Signature]
Notary Public in and for the State of Iowa

[Signature page to Grant Agreement – City of Ottumwa, Iowa]

EXHIBIT A
Zone 1 Properties, Zone 2 Properties, and Zone 3 Properties

The Zone 1 Properties include the properties within the Urban Renewal Area identified by the following Wapello County Real Estate Identification numbers:

007411240198000	007413760199000	007413760198000	007414350094000
007413760200000	007413760201000	007413000013000	007413760202000
007414350084000	007413760178000	007413760203000	007413760234000
007413760194000	007413760177000	007413760193000	007413760179000
007413760180000	007413760236000	00741376018100	

The Zone 2 Properties include the properties within the Urban Renewal Area identified by the following Wapello County Real Estate Identification numbers:

007411240215000	007411240344000	007411240337000	007411240216000
007411240124000	007411240217000	007411240251000	007411240250000
007411240089000	007411240249000	007411240248000	007411240123000
007411240122000	007411240204000	007410370002000	007411240210000
007411240335000	007410370001000	007411240209000	007411240205000
007411240206000	007413210009000	007411240208000	007410650001000
007410650002000	007411240268000	007411240207000	007410650003000
007410650008000	007410650009000	007413210010000	007410650004000
007410650005000	007410650006000	007410650007000	007411240195010
007411240267000	007413760229000	007411240341000	007411240195000
007411240064000	007413760230000	007411240063000	007411240196000
007411240194000	007413760192000	007413760191000	007413760189000
007413760190000	007413760188000	007413760187000	007413140006000
007413760185000	007413760186000		

The Zone 3 Properties include the properties within the Urban Renewal Area identified by the following Wapello County Real Estate Identification numbers:

007411240298000	007411240340000	007411240297000	007411240294000
007411240296000	007411240295000	007411240293000	007411240300000
007411240292000	007411240299000	007411240291000	007411240290000
007411240237000	007411240288000	007411240289000	007411240238000
007411240120000	007411240240000	007411240244000	007411240287000
007411240239000	007411240241000	007411240242000	007411240121000
007411240243000	007411240286000	007411240247000	007411240285000
007411240283000	007411240245000	007411240284000	007411240246000
007411070001000	007411070002000	007411070003000	007411070006000
007411070007000	007411070008000	007411240255000	007411240257000
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OTTUMWA, IA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 19, 2019

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head


City Administrator Approval

AGENDA TITLE: **Resolution #258-2019, Amended Policy #43 for Reserving Parks Shelters.**

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

RECOMMENDATION:
Approve Resolution #258-2019, Amended Policy #43 for Reserving Parks Shelters.

DISCUSSION: Resolution #258-2019 relates to Amended Policy #43, a policy for reserving parks shelters. Amended policy #43 was approved by the Ottumwa Parks Advisory Board at their meeting on November 12, 2019. This policy was revised to reflect changes in the rental and usage of the Jimmy Jones shelter in the past few years.

Source of Funds: CIP

Budgeted Item: Budget Amendment Needed: No

RESOLUTION No. 258-2019

A RESOLUTION ADOPTING AMENDED CITY POLICY #43, A POLICY FOR RESERVING CITY PARK SHELTERS

WHEREAS, The Ottumwa Parks Advisory Board has recognized that an orderly policy is needed for the rental of parks shelters by various individuals and groups; and

WHEREAS, The Ottumwa Parks Advisory Board has recognized that the Ottumwa Park system is a valuable resource and has decided to take a proactive approach to maximize revenue and prevent damage; and

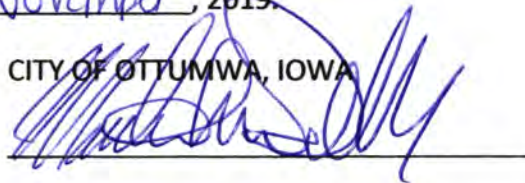
WHEREAS, This policy was developed to encourage proper usage of the Ottumwa Park system.

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

That Amended Policy #43 is adopted by the City Council and the Mayor be authorized to sign Policy #43, an amended policy for reserving parks shelters.

Approved, Passed, and Adopted this 19 day of November, 2019.

CITY OF OTTUMWA, IOWA



ATTEST:



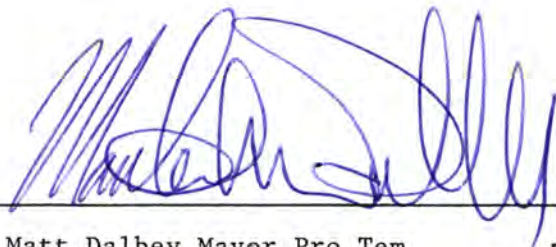
Christina Reinhard, City Clerk

CITY OF OTTUMWA

AMENDED POLICY NO. 43

POLICY FOR RESERVING CITY PARK SHELTERS

1. All reservations for park shelters within the City of Ottumwa's park system may be made on a first come, first served basis beginning on January 2 or the first business day of the year that city offices are open in January. The park usage request form, required documentation and appropriate fees must be provided at that time in order to book the shelter for the date requested.
2. The Ottumwa American Legion and VFW are allowed free usage and a permanent reservation of the Jimmy Jones shelter on Memorial Day. They must complete a park usage request and provide proof of insurance.
3. For major events at the Jimmy Jones shelter, such as Balloon Races, Elks, Race for the Cure, or Oktoberfest, the shelter may be reserved 1 year in advance. The Parks Advisory Board will reserve the right to deny any park usage requests that they determine to be inappropriate.
4. Large groups that rent the Jimmy Jones shelter will be allowed to use the balloon field, carnival area, and tractor pull area at no extra charge. Large groups that request the use of camping spaces will have to pay the daily fees to rent them. Camping spaces will be rented on a first come, first served basis. Examples of large groups are Balloon Races, Elks, Oktoberfest, Race for the Cure, and car and truck shows.
5. All carnival campers associated with large events will be charged the regular daily camping fees regardless of whether they use electric or water.
6. Military reenactment events will be held in the Southeast quadrant of Ottumwa Park only. The final location will be determined by the Parks Director. Military events will not be allowed in the Ottumwa Park campground due to the proximity to campers and other events.



Matt Dalbey Mayor Pro Tem

11.19.19

Date