



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 16
Council Chambers, City Hall

May 18, 2021
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 13 on April 27, 2021 and Regular Meeting No. 14 on May 4, 2021 as presented.
2. Acknowledgement of April financial report and payment of bills as submitted by the Finance Department.
3. Recommend appointment of Michael McDonough to the Planning and Zoning Commission, term to expire 4/1/2024 due to a vacancy.
4. Approve the appointment of Zach Simonson to the full-time position of Director of Community Development for the City of Ottumwa.
5. Adoption of Fiscal Year 2022 Salary Schedule for Non-Represented Employees.
6. Approve the purchase of a used vehicle for use as an Airport Courtesy Vehicle for the Ottumwa Regional Airport for a purchase price of \$9,500.
7. Approve the purchase of five (5) 2021 Ford Utility Police Interceptor Utility vehicles from Stiver's Ford of Waukee, IA in the amount of \$174,890 and the purchase of the police equipment necessary for basic police functions in the amount of \$61,625 from Racom Corporation.
8. Resolution No. 101-2021, approving the City's Wellness Program – Healthy Choice\$ Services Agreement to be provided by the Ottumwa Regional Health Center, term to end on May 23, 2022.
9. Resolution No. 103-2021, approving the contract, bond, and certificate of insurance for the 2021 Sidewalk Drop and Detectible Warning Installation Program.
10. Resolution No. 104-2021, approving the contract, bond, and certificate of insurance for the 2021 Sanitary Utility Access Program.
11. Resolution No. 105-2021, approving the contract, bond, and certificate of insurance for the 2021 Catch Basin Replacement Program.
12. Resolution No. 106-2021, approving the contract, bond, and certificate of insurance for the River Wall Extension Project.
13. Resolution No. 108-2021, approving the Wapello County/City of Ottumwa Law Enforcement Center Maintenance Budget for Fiscal Year ending June 30, 2022.
14. Beer and/or liquor applications for: Parkview Plaza (Hotel Ottumwa), 107 E. Second St.; Walgreens #1301, 327 W. Fourth St.; Casey's General Store #1678, 346 Richmond; Casey's General Store #1886, 504 W. Mary St.; Casey's General Store #7, 1001 E. Main St.; Casey's General Store #2208, 1603 W. Second St.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Letter of Interest to purchase public property.
2. Fireworks

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:

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the disposal of city owned property described as the South 41 feet of Lots 10 and 11 in Devins Addition to the City of Ottumwa, Wapello County, Iowa commonly known as 510 North Market Street.

A. Open the public hearing.

B. Close the public hearing.

- C. Resolution No. 83-2021, accepting the bid and approving the sale of City owned property described as the South 41 feet of Lots 10 and 11 in Devins Addition to the City of Ottumwa, Wapello County, Iowa commonly known as 510 North Market Street to Fred Ver Schuure for the sum of \$5,176.

RECOMMENDATION: Pass and adopt Resolution No. 83-2021.

2. This is the time, place and date set for a public hearing on the Proposed Amendment to the FY21 City Budget.

A. Open the public hearing.

B. Close the public hearing.

- C. Resolution No. 90-2021, amending the annual budget for the Fiscal Year ending June 30, 2021.

RECOMMENDATION: Pass and adopt Resolution No. 90-2021.

H. RESOLUTIONS:

1. Resolution No. 107-2021, accepting the work as final and complete and approving the final pay request for the 2020 Roofing Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 107-2021.

2. Resolution No. 109-2021, lifting the Moratorium on sale of City-owned vacant lots and adopting the fourth amended Policy No. 42-2004, for the disposition of City-owned properties.

RECOMMENDATION: Pass and adopt Resolution No. 109-2021.

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. *****



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 5/14/21 TIME: 9:00 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #16 to be held on
5/18/2021 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 3461
DEPT. ID 4717
PGS. 4
TX INCOMPLETE -----
TRANSACTION OK 916606271885
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KTVO
Ottumwa Courier
Tom FM



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MEMO: Tentative Agenda for the Regular City Council Meeting #16 to be held on 5/18/2021 at 5:30 P.M.

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 13
Council Chambers, City Hall

April 27, 2021
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

Present were Council Member Dalbey, Roe, Stevens, Meyers, Berg and Mayor Lazio. Also present were City Admin. Rath, Interim Bldg. & Code Enforcement, P&Z Dir. Simonson, City Attorney representation by Kristine Stone and Olivia Brooks of Ahlers & Cooney, P.C., Bldg. & Code Enforcement Clerk Johnson, Bldg. Inspector Hamann, Inspectors Lipe and Rusch.

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

Mayor Lazio inquired if anyone from the audience wished to address items on the agenda and referred to have them speak after presentation by Interim Bldg. & Code Enforcement, P&Z Dir. Simonson.

Interim Bldg. & Code Enforcement, P&Z Dir. Simonson presented the following:
Overview of current process for and related to Nuisances and Code Enforcement; Staff has prepared the attached presentation to guide an open discussion around Code Enforcement. This discussion will look at 4 primary activities: nuisance enforcement, housing code enforcement, new construction permitting and inspection and communication. The discussion around each of these areas will focus on answering the following questions: What is working that we should do more of? And, What is not working that we want to change?

Why Code Enforcement – safety & health, peaceful enjoyment of property, property values and sense of pride, place, neighborhood identity.

Cities are able to exercise police powers for the health, safety and general welfare of the community. Property owners hold their property subject to the City's police power; however, private property shall not be taken for public use without just compensation first being made (IA Const. Art. 1 Sec. 18 & US Const. 5th Amend.) and procedural due process is required when the city threatens to deprive a person of a protected liberty or property interest (US Const. 14th Amend.). Before a city can declare a property a nuisance and order its abatement in a non-emergency situation, the city should inform the property owner of the city's declaration that a property is a nuisance, inform the owner of what the s/he must do to prevent the city from abating the nuisance at the owner's expense, and provide the owner with a hearing to contest the declaration and abatement order. Meyer v. Jones, 696 NW2d 611, 614 (Iowa, 2005). City's property, building and nuisance codes are minimum standards to promote health, safety and welfare of community.

Our Ottumwa Comprehensive Plan identified property maintenance as a change that would increase quality of life in Ottumwa.

Nuisance Code Inspections: one full-time housing & code enforcement inspector and one seasonal code enforcement inspector; complaint vs. canvass; initial inspection; identify violation; notice of violation. Looking at iWorQ Software improv. so inspectors can print off reports/violations while on site; would like to see more use of the public portal; looking at defining our ordinances so they are more clear with the hearing process clearly defined within the code. Updating Junk Motor Vehicle Code to tighten standard for inoperable/damaged and include st. side yard when defining front yard.

Nuisance Enforcement – cases are open until resolved; attorneys prevail in most citation cases, inspectors treat cases fairly and consistently. Want to clarify extension policy to shorten case durations, involve more stakeholders and set expectations, improve penalty system and take action with habitual offenders.

Housing Code Enforcement – rental inspection prog.– all rental units must be registered and inspected every three yrs.; inspectors identify deficiencies on inspections and provide 30 days to correct. Derelict property program – typically complaint driven; sometimes canvassing or rental inspections produce cases; inspector prepares notice to correct; if not resolved, inspector may placard property as unfit for habitation; property owner must provide and follow a repair plan to cure all deficiencies before placard will be released; unresolved issues may result in condemnation or 657A case.

Rental Inspection Prog.– Int. Property Maint. Code – all inspectors are knowledgeable about rental code and housing code standards and uphold reputation for being fair with landlords and tenants. Would like to get a better handle on notice of change of ownership process; local contact information; increase frequency of inspections for low-performing units.

Sale of placarded properties slows down renovation more than any other cause and is the most common reason for long case durations.

Public education about the code will be a big factor. Public communication includes ongoing meetings and subsequent code and policy updates to generate public attention; calendar for media releases; use of social media; expand involvement for Board of Health and emphasize the Public Portal.

Audience discussion:

Belinda Smith Cicarella – inspectors do a great job; officers are wonderful and our sheriffs are fair and just; two issues are pushing tax payers out of Ottumwa; lure of criminals into our city and increasing property taxes; we feel unjustly burdened; and there's not a way to streamline the laws that are enforceable for landlords; Iowa Code 562A.27A allows landlords to provide a single three days' written notice of termination if specific activity causing clear and present danger (possession of drugs, weapons or threat of assault) is apparent; we try to rent to good people, but we are easily tricked by a smile; we don't know they are bad renters until something happens; Ottumwa City Code 20-8 – tenant responsibilities relating to the maint. and occupancy of premises is another well written code that we would like to see enforced.

David MacKenzie – you have good neighborhoods, but one person can move in and ruin it with how they take care of their property or leave junk in their yard; I made a request to have some potholes filled in and it was done the very next day – make our citizens aware of this option on the City website (report a concern).

Scott Bailey – local landlord rented a property to a young lady (which you all received a copy of this post) asking about squatters rights in IA; how can a minor take over someone's property?

Council discussion:

Stevens: the dept. doesn't have enough help; not sure what the answer is; talked about citations – if these are not pd., can it be assessed to property taxes? Attorney Stone responded it is possible to assess violations/citations to taxes in certain circumstances; it all depends on how the defendant was served.

Attorney Stone also stated that squatters rights is not a legal term; IA is not a self-help eviction state; hard for landlords to kick tenants out; must follow FED process (send preliminary notice, court hearing, ruling

by a judge with sheriffs evicting); police do not have the power to evict anyone from the property; adverse possession can take years to define.

Roe – everyone wants enforcement, but a lot of the same people who complain of the enforcement state we are violating their rights; this is one of the most sensitive topics we have had; we have a poverty issue and aging population in our city; a lot of things we need to take care of.

Attorney Brooks stated that we provide good documentation when presenting us in court; documentation that follows code is what the court looks for.

City Admin. Rath stated we want to help with cost of improvements and have neighborhood initiatives to apply for funding to make repairs to properties.

Dalbey – City Code 20-8 (as Belinda mentioned) spells out responsibilities of the tenant; if we don't have enough manpower to enforce this section, maybe we should look at this more; what I'm hearing is if you go through the routine process, with no action from the tenant, responsibility still falls on the landlord; the changes outlined in your presentation are outstanding; I look forward to seeing these meaningful changes.


City Admin. Rath also stated that for the first time in many yrs., the tax rate did go down; the school dist. helped to reduce and it is a target of ours to cont.; make sure that the recent assessment that is done by the county is understood – some of the jumps in property assessments are because they haven't been assessed in almost two decades. I would also like to thank the staff that is present tonight; our staff has a passion to do a good job and do the right thing and I appreciate them being here.


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

Adjournment was at 7:12 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:


Christina Reinhard, City Clerk


Tom X. Lazio, Mayor

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 14
Council Chambers, City Hall

May 4, 2021
5:30 O'Clock P.M.

The meeting convened at 5:55 P.M.

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

Dalbey moved, seconded by Roe to approve the following consent agenda items: Mins from Regular Mtg. No. 12 on April 20, 2021 as presented; Canvasser and Solicitors Application for American Legion Auxiliary to collect donations for poppy wk. for veterans on 5/24-5/31/2021 at various businesses within the City; Authorizing the Mayor to sign the FAA Grant Application for the Rehabilitate Runway 4/22 Project at the Ottumwa Reg. Airport; Res. No. 89-2021, setting May 18, 2021 as the date of a Public Hearing on the FY21 Amendment to the Current City Budget; Beer and/or liquor applications for: Norte Star LLC, 219 Fox Sauk Rd.; Red's Pub LLC, temp outdoor service area, May 15, June 19 and July 10, 2021, 618 Church St.; all applications pending final inspections. All ayes.

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

City Admin. Rath provided discussion on property assessments and how taxes are computed. The general purpose of property assessments is a professional estimation of the fair market value of residential and commercial real estate. This process is regulated by the state and is completed by a County Assessor; independently of the City and any local revenue needs. Typically done every 2 yrs. He further explained the process and how we don't see assessments go up just for taxes.

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

Meyers moved, seconded by Roe to accept bid and award contract for demo and disposal of 2433 E. Main St., to Dustan Smith for the best bid sum of \$4,200. Interim Dir. Bldg. & Code Enforcement, P&D Simonson reported five bids were received. All ayes.

Roe moved, seconded by Berg to accept bid and award contract for demo and disposal of 815 Allison, to Dan Laursen for the best bid sum of \$4,400. Interim Dir. Bldg. & Code Enforcement, P&D Simonson reported five bids were received. All ayes.

Dalbey moved, seconded by Meyers to accept bid and award contract for demo and disposal of 1214 W. Highland, to Tim Skinner Trucking for the best bid sum of \$5,335. Interim Dir. Bldg. & Code Enforcement, P&D Simonson reported five bids were received. All ayes.

Roe moved, seconded by Dalbey to accept bid and award contract for asbestos removal at 508 N. Court St., to Dustan Smith for the best bid sum of \$1,040. Interim Dir. Bldg. & Code Enforcement, P&D Simonson reported three bids were received. All ayes.

Meyers moved, seconded by Dalbey to accept bid and award contract for demo and disposal of 508 N. Court St., to Tim Skinner Trucking LLC for the best bid sum of \$13,952. Interim Dir. Bldg. & Code Enforcement, P&D Simonson reported four bids were received. All ayes.

Roe moved, seconded by Dalbey to resume regular rental inspections with appropriate measures to protect staff and public safety. Interim Dir. Bldg. & Code Enforcement, P&D Simonson reported the suspension

of these services as passed by Council in Feb. ends May 17, 2021. Staff suggests resuming inspections with appropriate precautions including use of personal protective equipment and rescheduling inspections where a tenant is experiencing COVID-19 symptoms or is following a physician's recommendation to quarantine. All ayes.

Berg moved, seconded by Dalbey to proceed with developing a MOU between the City and Bird and proceed with developing proposed updates to ordinances for a safe e-scooter program. Interim Dir. Bldg. & Code Enforcement, P&D Simonson reported Bird, an app-based e-scooter rental platform, has been in touch with the City as they want to bring to our market for use on public streets this spring and summer; ordinance updates will be required to ensure the program is safe and the City has the ability to hold riders accountable for safe operation. Updates will be drafted and coordinated with legal counsel. Vote taken. Ayes: Roe, Berg, Dalbey. Nays: Stevens, Meyers. Motion Carried 3-2.

Roe moved, seconded by Stevens to reject bid received on WPCF-Operations Reroofing Project. PW Dir. Seals reported one bid was received. It was significantly higher than the engineer's opinion of cost of \$100,000, so staff recommends rejecting and re-letting in the future. All ayes.

Meyers moved, seconded by Dalbey to reject bid received on 2021 RFP#5 Sewer Easement Cleaning. PW Dir. Seals reported one bid was received. It was significantly higher than the engineer's opinion of cost of \$20,000, so staff recommends rejecting. All ayes.

PW Dir. Seals and Asst. City Engineer Burgmeier provided an informational update on the WPCF Treatment Plant. This update highlights performance of Biological Oxygen Demand (BOD) only mode. Key takeaways since the change in modes are savings of about \$48,000 per yr., 5,781 lbs. of BOD available now to allocate to new industry, and increased available capacity to 18,000 lbs. of BOD if needed for operational changes.

Roe moved, seconded by Berg that Res. No. 87-2021, awarding the contract for the Rehabilitate Runway 4/22 Project at the Ottumwa Reg. Airport to Struck & Irwin Paving, Inc. of DeForest, WI, in the amount of \$319,084.37, be passed and adopted. Airport Supvr. Cobler reported four bids were received. This project is contingent upon grant approval from the FAA and will be 100% reimbursed. All ayes.

Meyers moved, seconded by Stevens that Res. No. 88-2021, authorizing the Mayor to sign the Airport Capital Improvement Program data sheets and related docs; and authorize staff to submit data sheets and related docs to the IADOT for the fiscal yrs. 2022-2026, be passed and adopted. Airport Supvr. Cobler reported on projects included in submission for 85% requested IADOT dollars and local match of 15%. All ayes.

Dalbey moved, seconded by Roe that Res. No. 91-2021, fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, IA, totaling \$2,878.84, be passed and adopted. Interim Dir. Bldg. & Code Enforcement, P&D Simonson reported this abatement includes 5 properties; 110 N. Hancock, 1908 N. Court, 501 S. Webster, 329 N. Weller and 218 S. Willard. All ayes.

Roe moved, seconded by Dalbey that Res. No. 92-2021, purchase used equipment from ArchAngel for Fixed Base Operator at Ottumwa Reg. Airport, be passed and adopted. City Admin. Rath reported purchase price of \$140,000 was reached with a credit of \$3,000 from the application of previous lease payments for final price \$137,000. The City will transfer \$137,000 from the Capital Fund to ArchAngel on or before June 4, 2021 for the purchase of listed equipment. All ayes.

Meyers moved, seconded by Stevens that Res. No. 93-2021, award the contract for 2021 Sidewalk Drop & Detectible Warning Installation Program to Pillar, Inc. of Huxley, IA in the amount of \$136,320.50, be passed and adopted. PW Dir. Seals reported four bids were received. All ayes.

Dalbey moved, seconded by Berg that Res. No. 94-2021, award the contract for 2021 Sanitary Utility Access Program to DC Concrete and Construction of Douds, IA in the amount of \$49,800, be passed and adopted. PW Dir. Seals reported three bids were received. All ayes.

Roe moved, seconded by Berg that Res. No. 95-2021, award the contract for 2021 Catch Basin Replacement Program to DC Concrete and Construction of Douds, IA in the amount of \$54,030, be passed and adopted. PW Dir. Seals reported three bids were received. All ayes.

Meyers moved, seconded by Roe that Res. No. 96-2021, award the contract for River Wall Ext. Project to Cremer Concrete of Bloomfield, IA in the amount of \$56,745.54, be passed and adopted. PW Dir. Seals reported nine bids were received. This project will raise the north side river wall between Hydro Dam and Wapello St. Bridge by one ft. The project is necessary for the river wall to meet FEMA's freeboard requirements. All ayes.

Dalbey moved, seconded by Roe that Res. No. 97-2021, award the contract for 2021 RFP#7, Gray Eagle Trail Curb Installation Project to TK Concrete, Inc. of Pella, IA in the amount of \$23,780, and authorizing the Mayor to sign the contract, be passed and adopted. PW Dir. Seals reported six bids were received. All ayes.

Dalbey moved, seconded by Berg that Res. No. 98-2021, accepting the work as final and complete and approving the final pay request for the WPCF Effluent Diffuser Project, be passed and adopted. PW Dir. Seals reported J.F. Brennan Company, Inc. has completed referenced work according to plans and specs and the final payment of \$3,862.50 is hereby approved. All ayes.

Dalbey moved, seconded by Roe that Res. No. 99-2021, authorizing the Mayor to execute EOR IA Proposal for Wetland, T&E, and Preliminary Cultural Resources Investigations for CSO, Separation East of Iowa Ave., be passed and adopted. PW Dir. Seals reported the agt. authorizes EOR IA to perform a wetland investigation which specifically consists of jurisdictional waters delineations and preparation of a summary report, prepare a habitat assessment of state and federally protected species, and prepare an initial cultural resources overview to assist project engineers with their planning and development of the project. All tasks are intended to provide the City with compliance with requirements needed for participation in funding via the Iowa State Revolving Fund (SRF). This is an add on portion to Ph. 8 of the CSO. All ayes.

Roe moved, seconded by Berg that Res. No. 100-2021, approve new lab and hauled waste fees for WPCF, be passed and adopted. PW Dir. Seals and Asst. City Engineer Burgmeier reported the WPCF provides services to outside entities as part of the normal course of work. The fees for some of these services has not kept up with the changing costs of providing said services. Our in house lab provides testing services for local businesses, community treatment systems and some nearby towns. The new lab fees are calculated based on costs of consumables, depreciation of capital equipment, and labor costs. Another service provided is the treatment of hauled waste. WPCF in-house test fees and WPCF hauled waste fees are made a part of the packet and shall be effective immediately. All ayes.

Roe moved, seconded by Berg to waive the second consideration of Ord. No. 3181-2021, amending the Code of Ordinances by changing the zoning classification on property located at 105 S. Vine from C-3

Commercial Mixed-Use District to C-2 Community Commercial District. No objections were received. All ayes.

Dalbey moved, seconded by Berg to pass and adopt Ord. No. 3181-2021, amending the Code of Ordinances by changing the zoning classification on property located at 105 S. Vine from C-3 Commercial Mixed-Use District to C-2 Community Commercial District. All ayes.

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

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

Adjournment was at 7:27 P.M.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



Item No. B.-2.

**CITY OF OTTUMWA
VENDOR PAYMENT REPORT
APRIL, 2021**

Vendor #	Vendor Name	Check #	Check Date	Amount	Reason
00198	ABC PEST CONTROL INC.	210419	4/16/2021	42.95	BLDG MAINT & REPAIR
00320	ACCO	210242	4/2/2021	652.16	OPERATING SUPPLIES
00690	AFLAC	210318	4/9/2021	1,705.00	AFLAC DEDUCTION PAYABLE
00800	AHLERS & COONEY P.C.	210421	4/16/2021	19,089.01	LEGAL FEES
00855	AIRGAS USA LLC	210573	4/30/2021	29.73	MISCELLANEOUS
01700	ALLIANT ENERGY/IPL	210423	4/16/2021	83,655.25	ELECTRIC
01717	ALLIED 100 LLC	210319	4/9/2021	276.00	EQUIP REPAIR
02080	ALTORFER INC.	210320	4/9/2021	500.00	VHCL MTCE SUPPLIES
03611	AMERICAN RED CROSS	210424	4/16/2021	400.00	TRAINING
03641	AMERICAN TRAFFIC SAFETY	210244	4/2/2021	1,881.85	STREET MAINT SUPPLIES
04171	ARCHANGEL SERVICES, LLC	210502	4/16/2021	2,500.00	RENTS & LEASES
05668	A-TEC RECYCLING INC	210575	4/30/2021	832.14	HAZARDOUS WASTE DISPOSAL
05687	AT&T MOBILITY	210245	4/2/2021	1,143.70	TELEPHONE/IT
05694	AUTOMATIC SYSTEMS CO.	210506	4/23/2021	2,343.50	OPERATING SUPPLIES
05700	ATOMIC TERMITE & PEST	210322	4/9/2021	130.00	RAMP MAINT & REPAIR
05860	AUTOZONE INC	210507	4/23/2021	359.18	VHCL MTCE SUPPLIES
05862	AVFUEL CORP	210317	4/2/2021	35,829.12	IOWA FUEL TAX
06360	KRYSTLE BAGLEY	210508	4/23/2021	50.00	REFUNDS
06481	BAILEY OFFICE OUTFITTERS	210577	4/30/2021	1,983.26	OFFICE SUPPLIES
06758	JACKI BAKER	210323	4/9/2021	50.00	REFUNDS
07648	MARK J BECKER & ASSOC LLC	210426	4/16/2021	2,822.46	OTHER PROF SERV
07695	ROBERT BEGHTOL	210324	4/9/2021	80.00	SUSTENANCE SUPPLIES
09352	BLACKSTONE PUBLISHING	210509	4/23/2021	100.00	LIBRARY MAT-GRUBB ESTATE
09360	BLACK'S TIRE COMPANY LLC	210510	4/23/2021	180.00	VHCL MTCE SUPPLIES
09366	BLANK PARK ZOO	210246	4/2/2021	250.00	DUES & MEMBERSHIPS
11496	BRIDGE CITY SANITATION LL	210427	4/16/2021	145,129.72	REFUSE HAULING
11506	BRIDGE VIEW CENTER	210503	4/16/2021	88,121.00	MANAGEMENT SERVICES
12500	BUB'S TREE CARE	210428	4/16/2021	7,400.00	TREE TRIMMING
13581	C & J INVESTMENTS	210429	4/16/2021	7,000.00	OTHER CAPITAL EQUIPMENT
13589	CDW GOVERNMENT	210581	4/30/2021	2,106.05	TECHNOLOGY
14315	CAPITAL CITY BOILER &	210248	4/2/2021	506.00	BUILDING MAINTENANCE REPA
14318A	CAPITAL CITY EQUIPMENT CO	210327	4/9/2021	546.13	VHCL MTCE SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	210328	4/9/2021	795.73	OPERATING SUPPLIES
15788	CATERPILLAR GOLBAL SERVIC	210582	4/30/2021	8,156.85	VHCL MTCE SUPPLIES
16265	CENTER POINT LARGE PRINT	210430	4/16/2021	85.08	LIBRARY MAT-GRUBB ESTATE
16300	CENTRAL IOWA FASTENERS	210431	4/16/2021	346.42	MISCELLANEOUS
16312	CENTRAL SALT LLC	210513	4/23/2021	7,561.24	STREET MAINT SUPPLIES
16402	CENTURYLINK	210251	4/2/2021	4,413.09	TELEPHONE/IT
16403	CENTURYLINK	210434	4/16/2021	147.82	TELEPHONE/IT
17620	CINTAS CORPORATION	210435	4/16/2021	135.84	SUSTENANCE SUPPLIES
17621	CINTAS	210515	4/23/2021	78.55	BLDG MAINT & REPAIR
18373	THE CLEAN SWEEP	210516	4/23/2021	57.40	BLDG MAINT & REPAIR
18379	CLEMONS INC OF OTTUMWA	210331	4/9/2021	360.18	VHCL MTCE SUPPLIES
18502	CLUB SENTRY SOFTWARE	210517	4/23/2021	65.90	TECHNOLOGY SERVICES
18980	COLLECTION SERVICES	210583	4/30/2021	6,987.95	CHILD SUPPORT PAYABLE
20085	COMPUTER INFORMATION	210437	4/16/2021	33,931.00	OFFICE/COMP. EQUIP MAINT.
21275	SUSAN COWLEY	210518	4/23/2021	35.00	REFUNDS
21670	MIKE CRAFF	210438	4/16/2021	12.00	TRAVEL & CONFERENCE
21825	CREDIT UNION	210585	4/30/2021	54,991.26	CREDIT UNION PAYABLE
21842	CRESCENT ELECTRIC SUP CO	210255	4/2/2021	121.27	STREET MAINT SUPPLIES
22457	DC CONCRETE & CONST. LLC	210256	4/2/2021	47,577.06	CONTRACTUAL SERVICES
22479	D P PLUMBING PLUS	210332	4/9/2021	4,430.00	CONTRACTUAL SERVICES
22594	DANIELS FILTER SERVICE	210333	4/9/2021	135.74	OPERATING SUPPLIES
22608	DANI'S AUTO SUPPLY LLC	210335	4/9/2021	1,370.77	VHCL MTCE SUPPLIES
23985	DENISES ALTERATIONS	210258	4/2/2021	20.00	OTHER PROF SERV
24326	DEMCO	210259	4/2/2021	965.78	OPERATING SUPPLIES

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24330	DERANS TOWING SERVICE	210260	4/2/2021	360.00	STATE TOWING/STORAGE FEES
25148	DANAE DOROTHY	210519	4/23/2021	403.20	TRAINING
25390	R. D. DRENKOW & CO INC	210587	4/30/2021	6,625.56	R.D. DRENKOW/FLEX PAY
26640	ECOSYSTEMS INC	210336	4/9/2021	41,122.50	CONTRACTUAL SERVICES
27005	ELECTRIC PUMP, INC.	210441	4/16/2021	3,937.36	OTHER MAINT & REPAIR
27010	ELECTRICAL ENGINEERING &	210337	4/9/2021	659.70	GROUNDS MAINT & REPAIR
27272	ELLIOTT BULK SERVICES LLC	210442	4/16/2021	6,237.76	VHCL-FUEL
27274	ELLIOTT EQUIPMENT CO.	210589	4/30/2021	170.60	VHCL MTCE SUPPLIES
27280	ELLIOTT OIL COMPANY	210590	4/30/2021	37,201.79	VHCL-FUEL
27795	ENVISIONWARE, INC.	210523	4/23/2021	702.02	CONTRACTUAL SERVICES
28208	EUROFINS- TEST AMERICA	210591	4/30/2021	1,267.88	LAB SUPPLIES
28416	EVIDENT INC.	210592	4/30/2021	296.43	TOOLS & SMALL EQUIP
28449	EVORA CONSULTING, LTD	210340	4/9/2021	2,830.00	ENGINEERING
29090	FAMILY ANIMAL CARE	210524	4/23/2021	365.06	OTHER PROF SERV
29300	FASTENAL COMPANY	210342	4/9/2021	3,594.21	TOOLS & SMALL EQUIP
29829	FIDELITY SECURITY LIFE	210652	4/30/2021	2,996.96	AVESIS PAYABLE
30120	FIRE SERVICE TRAINING	210445	4/16/2021	343.00	BOOKS FILMS RECORDING/ART
30154	FIRST LUTHERAN CHURCH	210526	4/23/2021	6.00	RENTAL PERMITS-UNITS
30560	FISHER SCIENTIFIC	210527	4/23/2021	362.84	LAB SUPPLIES
31302	FRASE COMPANY INC.	210265	4/2/2021	666.00	OPERATING SUPPLIES
31454	GPM	210266	4/2/2021	166.99	LAB SUPPLIES
31459	GRP & ASSOCIATES	210344	4/9/2021	97.00	HAZARDOUS WASTE DISPOSAL
31682A	GALLS, LLC	210267	4/2/2021	50.86	TOOLS & SMALL EQUIP
31797	GARDEN & ASSOCIATES LTD	210268	4/2/2021	537.00	ENGINEERING
32914	GOLDEN WEST INDUSTRIAL	210345	4/9/2021	331.27	SUSTENANCE SUPPLIES
33202	GRACE OTTUMWA	210346	4/9/2021	100.00	REFUNDS
33385	GRAINGER	210347	4/9/2021	399.45	OPERATING SUPPLIES
33635	GREAT WESTERN SUPPLY CO	210348	4/9/2021	784.55	OPERATING SUPPLIES
33721	GREINER IMPLEMENT CO INC	210447	4/16/2021	899.00	TOOLS & SMALL EQUIP
33765	GRIMES ASPHALT & PAVING	210596	4/30/2021	6,791.92	STREET MAINT SUPPLIES
33857	STEVEN GROTHE	210449	4/16/2021	50.00	REFUNDS
34332	HDR ENGINEERING, INC.	210528	4/23/2021	72.00	ENGINEERING
34659	HAINES AUTO SUPPLY, INC.	210269	4/2/2021	149.50	VHCL MTCE SUPPLIES
34900	HAMILTON PRODUCE COMPANY	210349	4/9/2021	1,366.47	VHCL MTCE SUPPLIES
36074	HAWKEYE ENVIRONMENTAL	210598	4/30/2021	1,225.00	CONTRACTUAL SERVICES
36302	HEARTLAND HUMANE SOCIETY	210350	4/9/2021	940.00	OTHER PROF SERV
36850	HELMUTH REPAIR, INC.	210351	4/9/2021	70.64	OPERATING SUPPLIES
37026	HENDERSON PRODUCTS, INC.	210352	4/9/2021	722.33	VHCL MTCE SUPPLIES
37415	HICKENBOTTOM INC	210353	4/9/2021	393.69	EQUIP REPAIR
37476	HILL PRODUCTIONS & MEDIA	210354	4/9/2021	111.40	ADVERT/LEGAL PUBL
38610	HOTSY CLEANING SYSTEMS	210529	4/23/2021	178.92	VHCL MTCE SUPPLIES
39185	HUMANA INSURANCE CO	210530	4/23/2021	47,733.00	MEDICARE PREMIUMS
39307	HYDRO DRAMATICS	210450	4/16/2021	46.50	EQUIP REPAIR
39431	HYMBAUGH CONSTRUCTION, INC	210355	4/9/2021	18,850.73	OTHER MAINT & REPAIR
39438	HY-VEE ACCOUNTS RECEIVABL	210531	4/23/2021	25.74	SUSTENANCE SUPPLIES
39439	HYVEE	210532	4/23/2021	2,018.50	TRAVEL & CONFERENCE
40155	IDEXX DISTRIBUTION INC	210451	4/16/2021	1,000.43	LAB SUPPLIES
40320	IOWA DEPT/TRANSPORTATION	210271	4/2/2021	1,285.20	STREET MAINT SUPPLIES
41475	ICMA MEMBERSHIP RENEWALS	210533	4/23/2021	1,118.00	DUES & MEMBERSHIPS
41480	ICMA RETIREMENT TRUST 457	210599	4/30/2021	3,270.00	ICMA DEF COMP PAYABLE
41505	IMWCA	210453	4/16/2021	20,397.48	POLICE W/C 411 CLAIMS
41600	IDEAL READY MIX	210534	4/23/2021	9,286.75	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	210357	4/9/2021	221.00	BLDG MAINT & REPAIR
41925	INDUSTRIAL MEDICINE	210358	4/9/2021	1,224.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	210359	4/9/2021	2,295.80	PHOTOCOPIES
42160	INGRAM LIBRARY SERVICES	210360	4/9/2021	4,246.43	LIBRARY MAT-GRUBB ESTATE

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43043	IAFC MEMBERSHIP RENEWAL	210455	4/16/2021	215.00	DUES & MEMBERSHIPS
43265	INTERSTATE BATTERY	210361	4/9/2021	359.85	VHCL MTCE SUPPLIES
43292	IAPFC	210278	4/2/2021	120.00	DUES & MEMBERSHIPS
43388	IOWA CIVIL CONTRACTING,IN	210456	4/16/2021	112,374.74	STREET MAINT
43465	IOWA COMMUNITIES ASSURANC	210457	4/16/2021	5,762.91	INSURANCE CLAIMS
43501	IA DEPT OF TRANSPORTATION	210536	4/23/2021	1,904.80	STREET MAINT SUPPLIES
43504	IOWA DNR	210363	4/9/2021	38,811.21	SOLID WASTE FEES PAYABLE
43506	IOWA DEPT TRANSPORTATION	210602	4/30/2021	11,798.96	STREET MAINT SUPPLIES
43543	IOWA DEPT OF PUBLIC SAFET	210364	4/9/2021	1,998.00	RENTS & LEASES
43880A	IA LAW ENFORCEMENT ACADEM	210279	4/2/2021	200.00	OTHER PROF SERV
43999	IOWA ONE CALL	210537	4/23/2021	360.90	TELEPHONE/IT
45044	JEO CONSULTING GROUP, INC	210603	4/30/2021	5,000.00	ENGINEERING
45057	J & J MOWING	210604	4/30/2021	9,055.00	CONTRACTUAL SERVICES
45075	J & M DISPLAYS INC	210366	4/9/2021	15,000.00	MISCELLANEOUS
45627	J F BRENNAN	210605	4/30/2021	73,387.50	CAPITAL IMPROVEMENTS
47714	KAY PARK-REC CORP (AR)	210458	4/16/2021	4,528.00	MISCELLANEOUS
48785	KIESLER POLICE SUPPLY	210367	4/9/2021	142.50	TOOLS & SMALL EQUIP
49042	KIRKHAM MICHAEL	210606	4/30/2021	13,143.28	INFRASTRUCTURE
49050	KAROL KIRKPATRICK	210459	4/16/2021	366.00	MERCHANDISE - RESALE
49687	KOHL WHOLESALE	210607	4/30/2021	365.61	OPERATING SUPPLIES
49804D	KRONOS	210460	4/16/2021	4,954.94	TECHNOLOGY SERVICES
50620	LANGMAN CONSTRUCTION, INC	210461	4/16/2021	382,919.16	UTILITY SYSTEM
51417	LEGACY FIRE APPARATUS	210370	4/9/2021	520.74	OTHER CAPITAL EQUIPMENT
51969	LIBERTY TIRE SERVICES LLC	210538	4/23/2021	3,905.27	TIRE DISPOSAL
52254	LISCO	210462	4/16/2021	270.00	TECHNOLOGY SERVICES
52736	LOGAN LAWN CARE, LLC	210463	4/16/2021	450.00	GROUNDS MAINT & REPAIR
52990	LOKTRONICS SECURITY CORP	210608	4/30/2021	342.22	OPERATING SUPPLIES
53691	MACQUEEN EQUIPMENT	210372	4/9/2021	1,075.07	VHCL MTCE SUPPLIES
54181	MAHER PLUMBING & HEATING	210464	4/16/2021	103.04	GROUNDS MAINT & REPAIR
54390	MANATT'S INC	210539	4/23/2021	2,009.60	STREET MAINT SUPPLIES
54396	MANATTS INC.	210609	4/30/2021	491.40	STREET MAINT SUPPLIES
54531	MARCO TECHNOLOGIES, LLC	210284	4/2/2021	32,342.64	CAPITAL IMPROVEMENTS
55195	MARTIN EQUIPMENT OF IL	210540	4/23/2021	168.00	VHCL MTCE SUPPLIES
55311	MASSMUTUAL RETIREMENT SER	210610	4/30/2021	1,050.00	HARTFORD DEF COMP PAYABLE
57195	MCMASTER-CARR	210541	4/23/2021	783.92	OPERATING SUPPLIES
57367	MEDIACOM	210374	4/9/2021	441.81	TECHNOLOGY SERVICES
57385	MENARDS	210376	4/9/2021	1,492.35	OPERATING SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	210286	4/2/2021	8,408.30	GROUP LIFE PREMIUMS
58001	METTLER TOLEDO	210469	4/16/2021	1,459.76	OFFICE/COMP. EQUIP MAINT.
58500	MIDAMERICAN ENERGY CO	210378	4/9/2021	2,928.15	NATURAL GAS
58518	MID-AMERICAN RESEARCH	210542	4/23/2021	428.18	OPERATING SUPPLIES
59382	MIDWEST TAPE	210543	4/23/2021	150.44	LIBRARY MAT-GRUBB ESTATE
59753	MIKES TIRE AND	210613	4/30/2021	298.00	VHCL MTCE SUPPLIES
60087	MILLER MECHANICAL	210380	4/9/2021	1,431.41	OTHER MAINT & REPAIR
60097	TONY MILLER	210471	4/16/2021	12.00	TRAVEL & CONFERENCE
60780	MOBILE LOCKSMITH & ALARM,	210381	4/9/2021	160.00	EQUIP REPAIR
61603	DOYLE MOORE	210288	4/2/2021	9.62	TRAINING
61679	COREY MOREHEAD	210472	4/16/2021	1,927.00	OPERATING SUPPLIES
61785	MOTION INDUSTRIES	210473	4/16/2021	280.57	OPERATING SUPPLIES
62551	MUNDELL & ASSOCIATES	210546	4/23/2021	2,640.00	OPERATING SUPPLIES
62575	MUNICIPAL FIRE & POLICE	210654	4/30/2021	293,267.62	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	210382	4/9/2021	2,508.40	VHCL MTCE SUPPLIES
62840	MURPHY TRACTOR & EQUIPMNT	210615	4/30/2021	473.70	VHCL MTCE SUPPLIES
63032	NCL OF WISCONSIN INC	210474	4/16/2021	307.85	LAB SUPPLIES
63050	NARTEC INC	210616	4/30/2021	362.15	TOOLS & SMALL EQUIP
64400	NATIONWIDE RETIREMENT SOL	210617	4/30/2021	5,205.00	NRS-NATION RETIRE SOL

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65680	NOEL INSURANCE INC	210291	4/2/2021	9,512.00	PROPERTY INSURANCE
65985	NORSOLV SYSTEMS ENVIRONM	210619	4/30/2021	152.95	MISCELLANEOUS
66001	NORRIS ASPHALT PAVING INC	210476	4/16/2021	6,176.75	STREET MAINT SUPPLIES
66077	NORTHERN SAFETY COMPANY	210383	4/9/2021	762.97	OPERATING SUPPLIES
66561	OFFICIAL PEST CONTROL	210384	4/9/2021	55.00	SUSTENANCE SUPPLIES
66641	O'HALLORAN INTERNATIONAL	210621	4/30/2021	336,118.00	OTHER CAPITAL EQUIP
66730	OHARA HARDWARE	210293	4/2/2021	509.98	VHCL MTCE SUPPLIES
66737A	OLD DOMINION BRUSH	210547	4/23/2021	2,167.06	VHCL MTCE SUPPLIES
67058	ONSITE SERVICE SOLUTIONS	210548	4/23/2021	4,932.04	CONTRACTUAL SERVICES
67098	O'REILLY AUTOMOTIVE	210386	4/9/2021	162.85	VHCL MTCE SUPPLIES
67101	OTC BRANDS INC	210549	4/23/2021	1,145.47	PROGRAM SUPPLIES
67106	OPG-3, INC.	210478	4/16/2021	900.00	TECHNOLOGY SERVICES
68000	OTTUMWA COURIER	210388	4/9/2021	1,402.67	ADVERT/LEGAL PUBL
68192	OTTUMWA FIBER LLC	210295	4/2/2021	150.00	TECHNOLOGY SERVICES
68237	OTTUMWA LEADERSHIP ACADEM	210389	4/9/2021	25.00	TRAVEL & CONFERENCE
68560	OTTUMWA PRINTING, INC.	210550	4/23/2021	709.00	OFFICE SUPPLIES
68576	OTTUMWA RADIO	210390	4/9/2021	407.52	ADVERT/LEGAL PUBL
69040	OTTUMWA WATER AND HYDRO	210480	4/16/2021	11,216.51	BILLING FEES-WW
69676	PARAGON PRODUCTS	210552	4/23/2021	124.80	MISCELLANEOUS
69688	DIXIE L PARKER	210296	4/2/2021	1,400.00	JANITORIAL
70610	PAYMENT REMITTANCE CENTER	210623	4/30/2021	5,460.54	VHCL MTCE SUPPLIES
72236	PITNEY BOWES INC.	210297	4/2/2021	161.48	OFFICE SUPPLIES
72238	PURCHASE POWER	210481	4/16/2021	49.80	RENTS & LEASES
72250	PITNEY BOWES GLOBAL	210553	4/23/2021	1,067.64	RENTS & LEASES
72253	PPG ARCHITECTURAL FINISHE	210482	4/16/2021	55.23	OPERATING SUPPLIES
72561	PLUMB SUPPLY COMPANY-OT	210298	4/2/2021	246.56	OPERATING SUPPLIES
72986	PORTZEN CONSTRUCTION INC	210484	4/16/2021	44,825.27	CONTRACTUAL SERVICES
73290	POWERPLAN	210392	4/9/2021	402.66	VHCL MTCE SUPPLIES
73420	PRAIRIE AG SUPPLY INC	210299	4/2/2021	4,888.71	OTHER CAPITAL EQUIP
73926	PRODUCTIVITY PLUS ACCOUNT	210624	4/30/2021	229.17	VHCL MTCE SUPPLIES
73960	PROFESSIONAL COMPUTER	210394	4/9/2021	9.99	TECHNOLOGY SERVICES
73971	PROFESSIONAL JANITORIAL	210395	4/9/2021	2,100.00	JANITORIAL
74548	QUAD COUNTY FIRE	210555	4/23/2021	350.00	OTHER PROF SERV
74626	QUALITY SERVICES CORP	210396	4/9/2021	1,271.66	VHCL MTCE SUPPLIES
74955	RACOM CORPORATION	210556	4/23/2021	27,681.37	AUTOMOTIVE EQUIPMENT
75152	PHILIP RATH	210626	4/30/2021	106.19	TRAVEL & CONFERENCE
76296	CHRISTINA REINHARD	210627	4/30/2021	95.09	TRAVEL & CONFERENCE
76321A	RELIANT FIRE APPARATUS,IN	210557	4/23/2021	308.40	VHCL MTCE SUPPLIES
77190	RIVER HILLS COMMUNITY	210485	4/16/2021	1,517.00	EMPLOYEE PHYSICALS/TESTS
77965	ROTARY CLUB OF OTTUMWA	210629	4/30/2021	155.00	DUES & MEMBERSHIPS
78105	ROYAL PORTABLE TOILETS	210486	4/16/2021	194.40	OPERATING SUPPLIES
78177	BLAISE RUPE	210397	4/9/2021	8.56	TRAVEL & CONFERENCE
78279	S & L ALL SEASON	210558	4/23/2021	124.54	VHCL MTCE SUPPLIES
78718	SANDRY FIRE SUPPLY LLC	210398	4/9/2021	3,721.35	OTHER PROF SERV
79298	SCHOLASTIC INC.	210632	4/30/2021	1,074.95	PROGRAM SUPPLIES
79358	SCHUMACHER ELEVATOR CO	210399	4/9/2021	498.70	BUILDING MAINTENANCE REPA
79721	SCOTT MERRIMAN INC.	210560	4/23/2021	1,107.00	PRINTING
80120	BRITTANY SELLWOOD	210400	4/9/2021	50.00	REFUNDS
80377	SERVPRO	210488	4/16/2021	2,040.76	INSURANCE CLAIMS
81360	SHERWIN WILLIAMS	210633	4/30/2021	227.83	STREET MAINT SUPPLIES
81378	SHAWN SHIRK	210401	4/9/2021	6,400.00	CAPITAL IMPROVEMENTS
81507	SHRED-IT USA	210634	4/30/2021	147.68	CONTRACTUAL SERVICES
82127	ZACH SIMONSON	210303	4/2/2021	22.51	TRAVEL & CONFERENCE
82135	SINCLAIR TRACTOR	210562	4/23/2021	660.88	VHCL MTCE SUPPLIES
82136	SINCLAIR NAPA	210402	4/9/2021	689.49	VHCL MTCE SUPPLIES
82573	ELIZABETH SMITH	210563	4/23/2021	50.00	REFUNDS

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83100A	SNAP-ON-TOOLS	210403	4/9/2021	60.50	TOOLS & SMALL EQUIP
83880	SOUTHERN IOWA DIESEL, INC	210404	4/9/2021	3,023.86	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	210491	4/16/2021	77.92	ELECTRIC
83928	SOUTHERN IOWA MENTAL HEAL	210304	4/2/2021	400.00	OTHER PROF SERV
85262	STATE HYGIENIC LABORATORY	210405	4/9/2021	27.00	CONTRACTUAL SERVICES
86196	THE STITCH DOCTOR	210566	4/23/2021	429.88	SUSTENANCE SUPPLIES
86970	SUPREME STAFFING INC	210635	4/30/2021	21,044.86	CONTRACTUAL SERVICES
88000	TEAMSTER LOCAL UNION 238	210636	4/30/2021	1,253.84	POLICE UNION DUES PAYABLE
88858	TIFCO INDUSTRIES	210407	4/9/2021	144.05	SUSTENANCE SUPPLIES
89090	TOTAL CHOICE SHIPPING	210493	4/16/2021	62.84	POSTAGE & SHIPPING
89321	TRASH STICKERS, INC.	210408	4/9/2021	769.00	TRASH TAGS & STICKERS
89840	TRUCK CENTER COMPANIES	210409	4/9/2021	131.48	VHCL MTCE SUPPLIES
89855	TRUITT ABSTRACT COMPANY	210306	4/2/2021	300.00	RECORDING & COURT FEES
90844	U S CELLULAR	210568	4/23/2021	176.51	CONTRACTUAL SERVICES
90846	UPS	210569	4/23/2021	216.83	POSTAGE & SHIPPING
90885	UNITYPOINT CLINIC	210495	4/16/2021	252.00	EMPLOYEE PHYSICALS/TESTS
91835	USA BLUE BOOK	210308	4/2/2021	2,064.30	OPERATING SUPPLIES
92273	VALLEY ENVIRONMENTAL SERV	210412	4/9/2021	102.00	MISC CONTRACT WORK
92555	THE VAN METER COMPANY	210640	4/30/2021	1,075.51	VHCL MTCE SUPPLIES
92640	VAUGHN AUTOMOTIVE	210309	4/2/2021	225.95	VHCL MTCE SUPPLIES
92648	VEENSTRA & KIMM INC	210310	4/2/2021	91,649.65	MISCELLANEOUS
92679	VERIZON WIRELESS	210497	4/16/2021	90.04	TELEPHONE/IT
94000	WALMART COMMUNITY/SYNCB	210642	4/30/2021	446.30	SUSTENANCE SUPPLIES
94125	WAPELLO COUNTY	210311	4/2/2021	565.58	DRUG TASK FORCE GRANT
94235D	WAPELLO COUNTY CLERK	210312	4/2/2021	180.00	COURT FINES
94490	WAPELLO COUNTY TREASURER	210498	4/16/2021	25.00	PAYMENT TO AGENCIES
94704	WAPELLO COUNTY RECORDER	210313	4/2/2021	284.00	RECORDING & COURT FEES
94720	WAPELLO COUNTY SHERIFF	210414	4/9/2021	5,011.54	NATURAL GAS
94721	WAPELLO CO SHERIFF'S OFFI	210314	4/2/2021	565.58	DRUG TASK FORCE GRANT
94725	WAPELLO COUNTY SHERIFF	210643	4/30/2021	347.91	GARNISHMENTS PAYABLE
95000	WAPELLO COUNTY UNITED WAY	210644	4/30/2021	39.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	210415	4/9/2021	76.21	WATER
95368	WAYNE'S TIRE	210570	4/23/2021	1,915.70	VHCL MTCE SUPPLIES
95411	RYAN WEBSTER	210646	4/30/2021	123.04	SUSTENANCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	210501	4/16/2021	313,300.32	GROUP HEALTH CLAIMS
97305	WINDSTREAM	210647	4/30/2021	307.25	TELEPHONE/IT
97320	WINGER COMPANIES	210648	4/30/2021	1,643.75	BLDG MAINT & REPAIR
97321	WINGER SERVICE	210571	4/23/2021	1,059.00	SUSTENANCE SUPPLIES
97334	WINN CORP	210418	4/9/2021	17,426.75	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	210650	4/30/2021	7,165.85	NATURAL GAS
98820	HEATHER ZUERCHER	210651	4/30/2021	25.20	TRAVEL & CONFERENCE
ACH	US TREASURY			59,244.60	EMPLOYERS SHARE OF FICA
ACH	US TREASURY			59,004.93	EMPLOYERS SHARE OF FICA
ACH	TREASURER STATE OF IOWA			19,930.00	EMPLOYERS SHARE OF STATE TAX
ACH	TREASURER STATE OF IOWA			19,712.00	EMPLOYERS SHARE OF STATE TAX
ACH	IPERS			43,748.87	EMPLOYERS SHARE OF IPERS
				3,031,312.51	

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 04/30/2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD	CASH	CASH	END PERIOD	OUTSTANDING	TREASURY
		BALANCE	DEBITS	CREDITS	BALANCE	CHECKS	BALANCE
TOTALS FOR FUND	001 GENERAL OPER	3224691.94	2527158.35	1522235.97	4229614.32	43755.86	4273370.18
TOTALS FOR FUND	002 PARKING RAMP	30197.31	1058.00	1109.38	30145.93	219.11	30365.04
TOTALS FOR FUND	110 ROAD USE TAX	6450794.06	785476.06	434757.03	6801513.09	74646.27	6876159.36
TOTALS FOR FUND	112 EMPLOYEE BEN	-284480.02	1981969.78	462173.00	1235316.76		1235316.76
TOTALS FOR FUND	119 EMERGENCY FU		45936.70	43894.93	2041.77		2041.77
TOTALS FOR FUND	121 SALES TAX 1%	3232237.86	271657.66	492201.00	3011694.52		3011694.52
TOTALS FOR FUND	122 *****						
TOTALS FOR FUND	123 AGASSI TIF D						
TOTALS FOR FUND	124 VOGEL URBAN						
TOTALS FOR FUND	125 WESTGATE TIF	-96211.96	66567.67	373770.50	-403414.79		-403414.79
TOTALS FOR FUND	126 AIRPORT TIF	129267.64	89431.99		218699.63		218699.63
TOTALS FOR FUND	127 PENNSYLVANIA						
TOTALS FOR FUND	128 WILDWOOD HWY	85795.74	59356.10		145151.84		145151.84
TOTALS FOR FUND	129 RISK MANAGEM	663527.38	286435.63	33102.02	916860.99		916860.99
TOTALS FOR FUND	131 AIRPORT FUND	314652.32	53063.46	143105.74	224610.04	21439.70	246049.74
TOTALS FOR FUND	133 LIBRARY FUND	197381.01	152295.26	97250.33	252425.94	1985.20	254411.14
TOTALS FOR FUND	135 CEMETERY FUN	-51982.47	75869.44	31645.67	-7758.70	1249.05	-6509.65
TOTALS FOR FUND	137 HAZ-MAT FUND	135432.54	27822.71	11871.61	151383.64	3802.65	155186.29
TOTALS FOR FUND	141 2018 UPPER S	8078.12			8078.12		8078.12
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	-9170.83		45765.22	-54936.05		-54936.05
TOTALS FOR FUND	147 CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND	148 2016 OWW CDB						
TOTALS FOR FUND	151 OTHER BOND P	1708029.46	100754.00	135934.59	1672848.87	1225.00	1674073.87
TOTALS FOR FUND	162 SSMID DISTRI	25027.81	12977.26		38005.07		38005.07
TOTALS FOR FUND	167 FIRE BEQUEST	18567.57			18567.57		18567.57
TOTALS FOR FUND	169 START UP/DON	-165.20			-165.20		-165.20
TOTALS FOR FUND	171 RETIREE HEAL	900592.76	115342.40	126207.49	889727.67	47828.88	937556.55
TOTALS FOR FUND	173 LIBRARY BEQU	104072.16	1393.78	7702.27	97763.67	2946.10	100709.77
TOTALS FOR FUND	174 COMMUNITY DE	58493.14	75050.00		133543.14		133543.14
TOTALS FOR FUND	175 POLICE BEQUE	80849.89		1927.00	78922.89	16.00	78938.89
TOTALS FOR FUND	177 HISTORIC PRE	339.19			339.19		339.19
TOTALS FOR FUND	200 DEBT SERVICE	1629621.25	2075255.10	1135050.00	2569826.35		2569826.35
TOTALS FOR FUND	301 STREET PROJE	3397392.28		148477.58	3248914.70		3248914.70
TOTALS FOR FUND	303 AIRPORT PROJ	295748.77		27081.20	268667.57	11943.28	280610.85
TOTALS FOR FUND	307 SIDEWALK & C	227015.64		1435.28	225580.36		225580.36
TOTALS FOR FUND	309 PARK PROJECT	422327.33		1003.91	421323.42		421323.42
TOTALS FOR FUND	311 LEVEE PROJEC	521027.17		13888.29	507138.88		507138.88
TOTALS FOR FUND	313 EVENT CENTER	101501.63		362.60	101139.03		101139.03
TOTALS FOR FUND	315 SEWER CONSTR	9404188.54		476934.75	8927253.79	40394.22	8967648.01
TOTALS FOR FUND	320 WEST END FLO						
TOTALS FOR FUND	501 CEMETERY MEM	3760.00			3760.00		3760.00
TOTALS FOR FUND	503 CEMETERY PER	100.00	1315.00		1415.00		1415.00
TOTALS FOR FUND	610 SEWER UTILIT	3660616.22	662313.86	1045372.65	3277557.43	83455.51	3361012.94
TOTALS FOR FUND	611 SEWER SINKIN	1056497.00	106833.00		1163330.00		1163330.00
TOTALS FOR FUND	612 STORM WATER						
TOTALS FOR FUND	613 SEWER IMPROV	3425003.00	41667.00		3466670.00		3466670.00
TOTALS FOR FUND	670 LANDFILL FUN	987062.99	114054.90	305931.12	795186.77	13082.26	808269.03
TOTALS FOR FUND	671 LANDFILL RES	1145278.00			1145278.00		1145278.00

REPORT DATE 04/30/2021
 SYSTEM DATE 05/12/2021
 FILES ID 0

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 04/30/2021

PAGE 2
 TIME 09:32:38
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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD	CASH	CASH	END PERIOD	OUTSTANDING	TREASURY
		BALANCE	DEBITS	CREDITS	BALANCE	CHECKS	BALANCE
TOTALS FOR FUND 673	RECYCLING	154255.95	73704.60	65159.74	162800.81	5802.87	168603.68
TOTALS FOR FUND 690	TRANSIT FUND	460406.45	162966.51	14028.99	609343.97	116004.16	725348.13
TOTALS FOR FUND 695	1015 TRANSIT						
TOTALS FOR FUND 720	BRIDGEVIEW E	175336.16	50620.00	88121.00	137835.16		137835.16
TOTALS FOR FUND 750	GOLF COURSE	25111.62			25111.62		25111.62
TOTALS FOR FUND 810	POOLED INVES	-42580197.52	55175.34	1371.91	-42526394.09		-42526394.09
TOTALS FOR FUND 820	PAYROLL CLEA	228013.53	1534277.98	1506475.09	255816.42	186134.97	441951.39
TOTALS FOR FUND 840	EQUIPMENT PU	2137475.80	4789.00	340185.17	1802079.63	325359.09	2127438.72
TOTALS FOR FUND 860	GROUP HEALTH	4609368.31	330126.13	265817.59	4673676.85	4044.24	4677721.09
<hr/>							
TOTALS FOR ALL LISTED FUNDS		8430555.86	11942714.67	9401350.62	10971919.91	985334.42	11957254.33

REPORT DATE 04/30/2021
SYSTEM DATE 05/12/2021
FILES ID 0

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
AS OF 04/30/2021

PAGE 3
TIME 09:32:38
USER TJ

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT



May 18, 2021

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Planning and Zoning Commission, term to expire 04/01/2024 due to a vacancy.

Michael McDonough
11554 Bladensburg Rd.

received
2-16-2021

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

The information contained on this form is for the use of the Mayor and City Council in order to fill vacancies on City Advisory Boards Commissions, Committees, or Task Forces.

Biographical forms may be submitted at any time during the year; however, they will be purged January 31 of each year. If you have not been appointed to an advisory board during the preceding year, and still desire appointment, please resubmit an updated biographical form or advise in writing that the initial form is still usable.

Board, Commission, Committee, or Task Force to which appointment is desired:

Ottumwa Planning and Zoning Commission

Name: Michael McDonough Telephone: 641-799-0976

Email: (optional) 843j95@gmail.com

Address: 11554 Bladensburg Rd. Ottumwa ZIP: 52501

Business: _____ Telephone: _____

Address: _____ ZIP: _____

Date Available for Appointment February, 2021 E-Mail: _____

Present occupation: Retired

Previous Employment: City of Ottumwa

Answer the following: (Use additional sheets if necessary)

Community Service:

(List boards, commissions, committees and organizations currently serving or have served on, offices held and in what city).

Ottumwa Traffic Committee

Please list any professional or vocational licenses or certificates you hold.

Personal:

(Have you ever worked for the City of Ottumwa?)

Yes x No _____

(If yes, please list dates and names of departments)

1974-2013: Ottumwa Police Department

Are you related to any employee or appointee of the City of Ottumwa? (If yes, please indicate name and relationship.)

Yes _____ No x

Rules of law and ethics prohibit members from participating in and voting on matters in which they pay have a direct or indirect financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment). (If yes, please indicate any potential conflicts).

Yes _____ No x

Are you aware of the time commitment necessary to fulfill the obligations of the advisory body to which you seek appointment?

Yes x No _____

Please furnish brief written responses to the three following questions: (Use additional sheets if necessary.)

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?

Familiarity with city operations and a background in construction. Knowledge of traffic and infrastructure issues.

2. What do you see as the objectives and goals of the advisory body to which you seek appointment?

To facilitate orderly growth and achieve successful implementation of measures that would be conducive to economic progress and development for the City of Ottumwa.

3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?

By endeavoring to ensure that Ottumwa is attractive to potential businesses, industrial expansion, and major development.

I hereby certify that the following information is correct to the best of my knowledge.


Signature

FEB. 15, 21
Date

You are invited to attach additional pages or submit supplemental information which you feel may assist the Mayor and City Council in their evaluation of your application.

WHEN COMPLETED MAIL ORIGINAL TO: OFFICE OF THE MAYOR
Ottumwa City Hall
105 E Third Street
Ottumwa, IA 52501

One of the goals of the City Council is to balance advisory board appointments in terms of gender and age.

The following information is desirable but not required for appointment.

Year of Birth 1953 Male Female

Number of years a city resident 1 year city resident, 30+ years in Wapello County

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 18, 2021

Administration
Department

Barbara Codjoe

Prepared By

Barbara Codjoe
Department Head

Ply Rut
City Administrator Approval

AGENDA TITLE: Approve the appointment of Zachary Simonson to the full-time position of Director of Community Development for the City of Ottumwa.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the appointment of Zachary Simonson to the full-time position of Director of Community Development for the City of Ottumwa effective May 23rd at an annual salary of \$80,000.

DISCUSSION: This fills the position posted after the vacated position of the Director of Planning and Development. Zachary brings a wealth of knowledge of current processes having worked in many of the positions that he will now manage. Zachary holds a number of certifications as well as working toward a degree in public policy. The salary for this position will be \$80,000 annually.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 18, 2021

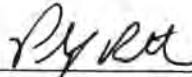
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Adoption of Fiscal Year 2022 Salary Schedule for Non-Represented Employees

Public hearing required if this box is checked.

RECOMMENDATION: Adopt the attached salary schedule related to non-represented employees to be effective for FY 2022.

DISCUSSION: On March 16, 2021 the City Council approved the annual budget for Fiscal Year 2022. Included with this budget was a recommended salary and wage increase of two percent for any non-represented staff. The union or represented staff receive increases in line with current Collective Bargaining Agreements (CBAs). In FY 2021 the non-represented staff received no increase to their compensation. The attached schedule reflects the stated two percent as well as the compensation for newly hired positions.

Source of Funds:

Budgeted Item:



Budget Amendment Needed: No

CITY OF OTTUMWA SALARY SCHEDULE
Fiscal Year 2022

The compensation schedule identified below reflects the base wage or salary for individuals in the identified non-represented¹ position. The wage or salary identified below or in the compensation schedule (grade and step) is the base pay and does not reflect an individual employee's longevity or other compensation modifiers now or in the future.

DEPARTMENT HEADS

CITY ADMINISTRATOR
\$139,750*

DIRECTOR OF PUBLIC WORKS
\$106,903*

DIRECTOR OF FINANCE
\$102,007*

POLICE CHIEF
\$100,988*

FIRE CHIEF
\$100,786*

DIRECTOR OF PARK, RECREATION & CEMETERY
\$89,069*

DIRECTOR OF AIRPORT SERVICES
\$81,618*

DIRECTOR OF COMMUNITY DEVELOPMENT
\$81,618*

DIRECTOR OF LIBRARY SERVICES
\$78,104*#

DIRECTOR OF HUMAN RESOURCES
\$76,500(10/11/2021 - \$81,500) (04/11/2022 - \$86,500)*

CITY CLERK
\$65,791*

ASSISTANT DIRECTOR OF LIBRARY SERVICES
\$52,000*#

*Compensation is rounded to the nearest whole dollar

#Current compensation as established by the Board of Library Trustees

¹ Non-Represented is an employee not covered or identified under a Collective Bargaining Agreement (CBA)

GENERAL SERVICE EMPLOYEES

No one at present (02)

Secretary (04)

GSB1	GSB2	GSB3	GSB4	GSB5	GSB6
17.30	18.19	19.06	20.06	21.02	22.13

Zoning Technician (06)

GSC1	GSC2	GSC3	GSC4	GSC5	GSC6
18.19	19.06	20.06	21.02	22.13	23.16

No one at present (08)

GSD1	GSD2	GSD3	GSD4	GSD5	GSD6
19.06	20.06	21.02	22.13	23.16	24.11

Payroll & Benefits Manager (10)

GSE1	GSE2	GSE3	GSE4	GSE5	GSE6
20.06	21.02	22.13	23.16	24.11	25.58

No one at present (12)

GSF1	GSF2	GSF3	GSF4	GSF5	GSF6
21.02	22.13	23.16	24.11	25.58	26.85

Data Communications Supervisor (14)

Street Maintenance Supervisor

Park Maintenance Supervisor

Sewer Maintenance Supervisor

Traffic Maintenance Supervisor

Lab Supervisor

Landfill Supervisor

GSG1	GSG2	GSG3	GSG4	GSG5	GSG6
22.13	23.16	24.11	25.58	26.85	28.18

Recycling Coordinator (16)

Planner I

Garage Supervisor

Airport Manager

GSH1	GSH2	GSH3	GSH4	GSH5	GSH6
23.16	24.11	25.58	26.85	28.18	29.58

Operations Supervisor (WPCF) (18)

Maintenance Supervisor (WPCF)

GSI1	GSI2	GSI3	GSI4	GSI5	GSI6
24.11	25.58	26.85	28.18	29.58	31.04

	Accountant (20)					
	GSJ1	GSJ2	GSJ3	GSJ4	GSJ5	GSJ6
	25.58	26.85	28.18	29.58	31.04	32.63
^	Police Supervisor (20)					
	GSJ1	GSJ2	GSJ3	GSJ4	GSJ5	GSJ6
	28.14	29.38	30.69	32.06	33.49	35.05
	Engineering Supervisor (22)					
	GSK1	GSK2	GSK3	GSK4	GSK5	GSK6
	26.85	28.18	29.58	31.04	32.63	34.24
	Deputy Fire Chief (24)					
	GSL1	GSL2	GSL3	GSL4	GSL5	GSL6
	28.18	29.58	31.04	32.63	34.24	35.96
^	Police Lieutenant (24)					
	GSL1	GSL2	GSL3	GSL4	GSL5	GSL6
	30.69	32.06	33.49	35.05	36.63	38.31
	Public Works Operations Superintendent (26)					
	GSM1	GSM2	GSM3	GSM4	GSM5	GSM6
	29.58	31.04	32.63	34.24	35.96	37.72
^	City Engineer (30)					
	GSN1	GSN2	GSN3	GSN4	GSN5	GSN6
	40.72	42.75	44.87	47.12	49.48	51.95
^	Assistant City Engineer (28)					
	GSO1	GSO2	GSO3	GSO4	GSO5	GSO6
	36.42	38.25	40.16	42.18	44.27	46.48
^	Senior Planner (32)					
	GSP1	GSP2	GSP3	GSP4	GSP5	GSP6
	36.44	38.27	40.18	42.19	44.30	46.51
^	Information Technology Manager (34)					
	GSQ1	GSQ2	GSQ3	GSQ4	GSQ5	GSQ6
	34.85	36.58	38.41	40.34	42.35	44.48
^	WPCF SUPERINTENDENT					
	GSR1	GSR2	GSR3	GSR4	GSR5	GSR6
	41.54	43.76	45.97	48.18	50.40	52.62

^ This will not be in line with other Pay Codes – It is not the 5% above previous pay grades.

SEASONAL EMPLOYEES, this includes all departments with no exceptions unless approved by the City Administrator.

STREETS, AIRPORT, PARKS, CEMETERY & WPCF MAINTENANCE:

1st year of employment - \$11.00 per hour
2nd year of employment - \$12.00 per hour

BEACH EMPLOYEES:

Seasonal Aquatics Supervisor:

Year 1: \$9.00
Year 2: \$10.00
Year 3: \$11.00

Lifeguards:

Year 1: \$9.00
Year 2: \$9.25
Year 3: \$9.50

Admissions: \$8.00

Concessions: \$8.00

Evening Janitor/Seasonal Maintenance:

Year 1: \$9.25
Year 2: \$9.50

APPROVED BY THE CITY ADMINISTRATOR – 05/14/2021

LONGEVITY SCHEDULE APPLIED TO ALL FULL-TIME NON-UNION POSITIONS:

5 Yrs.	10 Yrs.	15 Yrs.	20 Yrs.	25 Yrs.	30 Yrs.
\$300	\$600	\$900	\$1,200	\$1,500	\$1,800
0.14	0.29	0.43	0.58	0.72	0.87

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 18, 2021

Philip Rath

Prepared By

Department

Department Head



City Administrator Approval

AGENDA TITLE: Authorize Purchase of Used Vehicle for Use as Courtesy Vehicle for the
Ottumwa Regional Airport

Public hearing required if this box is checked.

RECOMMENDATION: Authorize purchase of used vehicle for use as a courtesy car.

DISCUSSION:

On March 2, 2021 the City Council approved the staff recommendation to absorb the Fixed Base Operator (FBO) services at the Ottumwa Regional Airport. Since the March 2 date, staff has been looking for an ideal vehicle to be used as a courtesy vehicle. A courtesy vehicle is one that is available for pilots or other visitors flying into Ottumwa Regional Airport.

Staff has identified a 2014 Dodge Grand Caravan with 68,000 miles. The purchase price is \$9,500. Staff at the garage has reviewed and approved the mechanical and cosmetic aspects of the vehicle. The purchase price is below the estimated value of the vehicle.

Source of Funds: Capital Fund (via Airport Fund)

Budgeted Item:

Budget Amendment Needed: Yes

CITY OF OTTUMWA

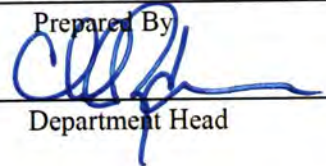
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 18, 2021

Lt. Mickey Hucks

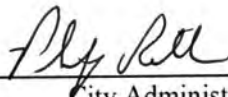
Prepared By



Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Approve the purchase of (5) 2021 Ford Utility Police Interceptor Utility vehicles from Stiver's Ford of Waukee, IA in the amount of \$174,890.00 and the purchase of the police equipment necessary for basic police functions in the amount of \$61,625.00 from Racom Corporation.

****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 purchase (5) 2021 Ford Utility Police Interceptor Utility vehicles and the purchase of the police equipment necessary for basic police functions.

DISCUSSION: The City's Fleet Committee and the Police Department recommend replacing (5) older vehicles in the department's fleet with (5) new vehicles. City staff will determine which City department older vehicles will be replaced. The (5) new vehicles will be funded through Fleet/CIP as presented by staff.

Source of Funds: 151-110-6727, 840-121-6710

Budgeted Item:

Budget Amendment Needed: No

Stiver's Ford in Waukee, IA was awarded the state contract for the Ford Utility Police Interceptor. The new vehicles will be AWD (all wheel drive) with a V6 engine.

Ford Utility Police Interceptor AWD @ \$34,978.00 x 5 = \$174,890.00
Equipment & Installation @ \$12,325.00 x 5 = \$ 61,625.00

The cost of equipment and installation is an estimate due to not knowing what costs will be at the time of purchase. Any equipment that is transferable from an older vehicle to a new vehicle will be utilized and subtracted from the overall equipment costs.

Prepared for: , City of Ottumwa

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125



Client Proposal

Prepared by:

Ron Reese

Office: 515-987-3697

Quote ID: 051321

Date: 05/13/2021



Stivers Ford | 1450 East Highway 6, Waukee, Iowa, 502638310
Office: 515-987-3697 | Fax: 515-987-0163

Prepared for:

City of Ottumwa

Prepared by: Ron Reese

05/13/2021



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125 | Quote ID: 051321

, **City of Ottumwa**

Re: Quote ID 051321 05/13/2021

To Whom It May Concern,

Pricing for 5 2021 Ford Utilities

Sincerely,

Ron Reese

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared for:

City of Ottumwa

Prepared by: Ron Reese

05/13/2021

Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125 | Quote ID: 051321

Pricing Summary - Multiple Vehicles

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$204,225.00
Options	\$850.00
Colors	\$0.00
Upfitting	\$0.00
Fleet Discount	\$0.00
Destination Charge	\$6,225.00
Subtotal	\$211,300.00

Pre-Tax Adjustments

Code	Description	MSRP
State discount	Iowa governmental discount	-\$36,410.00
Total		\$174,890.00

* Vehicle is exempted from Federal Excise Tax.

Customer Signature

Acceptance Date

Prepared for:

City of Ottumwa
Prepared by: Ron Reese
05/13/2021



Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125 | Quote ID: 051321

As Configured Vehicle

Description

Base Vehicle

Base Vehicle Price (K8A)

Packages

Order Code 500A

Includes:

- 3.73 Axle Ratio
- GVWR: 6,840 lbs (3,103 kgs)
- Tires: 255/60R18 AS BSW
- Wheels: 18" x 8" 5-Spoke Painted Black Steel
- Includes polished stainless steel hub cover and center caps.
- Unique HD Cloth Front Bucket Seats w/Vinyl Rear
- Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.
- Radio: AM/FM/MP3 Capable
- Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.

Powertrain

Engine: 3.3L V6 Direct-Injection (FFV)

(136-MPH top speed). Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.

Transmission: 10-Speed Automatic (44U)

3.73 Axle Ratio

GVWR: 6,840 lbs (3,103 kgs)

Wheels & Tires

Tires: 255/60R18 AS BSW

Wheels: 18" x 8" 5-Spoke Painted Black Steel

Includes polished stainless steel hub cover and center caps.

Seats & Seat Trim

Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Includes reduced bolsters, driver 6-way power track (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks.

Other Options

Monotone Paint Application

119" Wheelbase

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



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City of Ottumwa
Prepared by: Ron Reese
05/13/2021

Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125 | Quote ID: 051321

As Configured Vehicle (cont'd)

Description

Radio: AM/FM/MP3 Capable

Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.

Front Headlamp Lighting Solution

Recommend using ultimate wiring package (67U).

Includes LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue). Wiring and LED lights included (in headlamps only; grille lights not included). Controller not included.

*Includes:
- Grille LED Lights, Siren & Speaker Pre-Wiring*

Tail Lamp Lighting Solution

Recommend using ultimate wiring package (67U).

Includes LED lights plus (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps. LED lights only. Wiring and controller not included.

Rear Lighting Solution

Recommend using ultimate wiring package (67U).

Includes (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open). LED lights only. Wiring and controller not included.

Dark Car Feature

Courtesy lamps disabled when any door is opened.

Switchable Red/White Lighting in Cargo Area

Deletes 3rd row overhead map light.

Grille LED Lights, Siren & Speaker Pre-Wiring

Driver Only LED Spot Lamp (Whelen)

Underbody Deflector Plate

Engine and transmission shield.

Rear-Door Controls Inoperable

Locks, handles and windows. Note: Can manually remove window or door disable plate with special tool. Note: Locks/windows operable from driver's door switches.

Global Lock/Unlock Feature

Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates overhead console liftgate unlock switch and 45-second timer. Also eliminates the blue liftgate release button if ordered with remote keyless entry.

Remote Keyless Entry Key Fob w/o Key Pad

Does not include PATS. Includes 4-key fobs. Key fobs are not fobbed alike when ordered with keyed-alike.

Keyed Alike - 1284x

Rear Console Plate

Contours through 2nd row: channel for wiring.

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

City of Ottumwa
Prepared by: Ron Reese
05/13/2021



Stivers Ford | 1450 East Highway 6 Waukeee Iowa | 502638310

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125 | Quote ID: 051321

As Configured Vehicle (cont'd)

Description

Pre-Collision Assist w/Pedestrian Detection

Includes forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use.

Heated Sideview Mirrors

Reverse Sensing System

Noise Suppression Bonds (Ground Straps)

Emissions

50 State Emission System

Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Interior Color

Charcoal Black

Exterior Color

Oxford White



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City of Ottumwa
Prepared by: Ron Reese
05/13/2021

Stivers Ford | 1450 East Highway 6 Waukee Iowa | 502638310

2021 Police Interceptor Utility AWD Base (K8A)

Price Level: 125 | Quote ID: 051321

Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 100,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Hybrid Electrical Components

Distance 100,000 miles Months 96 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 18, 2021

Administration
Department

Katy King
Prepared By
Barbara Codjoe *bc*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: :Pass and Adopt Resolution #101-2021 approving the City's Wellness Program – Healthy Choice\$ Services Agreement to be provided by the Ottumwa Regional Health Center effective upon approval.

RECOMMENDATION: Basic Wellness Program to help catch potentially serious illnesses and help employees make life style changes that could ultimately reduce future health claims.

DISCUSSION: The Employee Health Fund will pay the cost of the program for full-time employees and their spouses. Regular part-time employees will be allowed to participate as long as their respective departments are willing to absorb the cost. The cost is the same as 2016 per person. The Agreement is the same at the prior year with the exception that an additional blood test will be offered at the cost of the employee.

The estimated cost to the city is as follows:
Employees 80 @ \$70.00 = \$ 5,600.00
Spouses 40 @ \$70.00 = \$ 2,800.00
Flu Shots 150 @ \$25.00 = \$ 3,750.00
Total = \$12,150.00

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

We have included \$15,000 in the current budget for the Wellness Program expenses.

The plan again for this year is as follows:

1. Employee/Spouse will complete a Health Risk Assessment prior to Wellness Lab Screen.
2. An individual Employee/spouse assessment and lab results will be reviewed with the nurse. Goals for the next year will be established if applicable.
3. After the assessments are completed, the Corporate Summary will be analyzed and returned with recommendations. All individual data is confidential.
4. Participation in 2020 – 53 total participants. Attached please find a copy of the Extension to said Agreement.

RESOLUTION #101-2021

**RESOLUTION APPROVING THE
HEALTHY CHOICES 2021 WELLNESS PROGRAM
AGREEMENT WITH
THE OTTUMWA REGIONAL HEALTH CENTER**

WHEREAS, the City of Ottumwa, Iowa desires to approve a Healthy Choices 2021 Wellness Program Extension Agreement with the Ottumwa Regional Health Center to provide wellness testing and guidance to full-time employees and their spouses. This Agreement extends the prior one-year agreement for an additional year effective July 1, 2021.

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

That the proposed Healthy Choices Extension Agreement between the City of Ottumwa, Iowa and the Ottumwa Regional Health Center is hereby approved.

That Mayor Tom X. Lazio is hereby authorized to sign said Agreement on behalf of the City of Ottumwa, Iowa.

PASSED AND ADOPTED this 18th day of May, 2021.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

**EXTENSION AMENDMENT TO
HEALTHY CHOICES SERVICES AGREEMENT**

This Amendment to the Health Choices Agreement (the "Amendment") is made and entered into this 18 day of May, 2021, by **RCHP – Ottumwa, LLC d/b/a Ottumwa Regional Health Center**, (the "Hospital") and the **City of Ottumwa** (the "Employer").

RECITALS:

WHEREAS, the parties entered into that certain Agreement dated May 24, 2017 and which was subsequently amended on June 19, 2018, July 2, 2019 and May 19, 2020 (collectively the "Agreement"), the parties now desire to amend the Agreement under the same terms and conditions for an additional time period as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Extension of Term: The parties agree to extend the term of this Agreement for an additional 1- year period to end of May 23, 2022, unless terminated sooner in accordance with the terms of the Agreement
2. Remaining Terms: All other terms, conditions and provisions of the Agreement shall remain in full force and effect and are otherwise ratified and affirmed by the Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

HOSPITAL: RCHP – Ottumwa, LLC
d/b/a Ottumwa Regional Health Center

By: _____

Name: _____

Title: _____

EMPLOYER: City of Ottumwa

By: Tom X. Lazio

Name: Tom X. Lazio

Title: MAYOR



City of Ottumwa May 2021 – May 2022

Comprehensive Intervention Based Wellness

- Blood Chemistry Profile (22 different tests)
- Resting Blood Pressure and Heart Rate
- Body Mass Index (Height and Weight)
- Body Composition Analysis
- Health Risk Assessment (Online)
- Personal One-on-One Consultation (Initial)

Total Package Cost: \$70.00 per employee

Reports Included:

- Individual report to employee
- Group aggregate annual report to employer

Optional Services – (inquire for pricing options)

- Vaccination (Flu Shots \$25.00) Yes later in the year _____
- Prostate Specific Antigen (PSA) Test \$38.00 Yes at the expense of employee _____
- CBC Blood Test \$25.00 Yes at the expense of the employee _____

Please contact Tomi Shull Health Promotions at (641) 684 – 2664 for more information.



Ottumwa Regional Health Center

Health Promotions

1001 Pennsylvania Avenue

Ottumwa, Iowa 52501

(641) 684-2664

Healthy Choices

An Employee Benefit Wellness Program

KNOW YOUR NUMBERS...IMPROVE YOUR HEALTH!

As a City of Ottumwa full-time employee you have the opportunity to participate in a **FREE** Wellness Screening! You can participate and receive valuable health and wellness information at no cost! Spouses are included as well! Part-time employees must have department approval-cost covered by their budget.

Screening Dates:

TUESDAY JUNE 8th 7:00AM – 8:30AM
WEDNESDAY JUNE 9th 7:00AM – 8:30AM
THURSDAY JUNE 10th 7:00AM – 8:00AM

SCREENINGS WILL BE HELD AT CITY HALL ROOM 108

****THIS IS A FASTING BLOOD TEST****

Can have water/decaf coffee; diabetics fast 8 hours

May take morning meds that do not require food

Please call Katy King at 641-683-0600 for an appointment. Appointments take approximately 15 minutes.

Need to have appointments booked no later than Friday May 28th

Components of the Wellness Screening:

- Blood Chemistry Profile (22 different tests) – **Requires a 10-12 hour fast (8 hour for diabetics)** Participant is encourage to stay well hydrated with water only.
 - Total Cholesterol
 - HDL Cholesterol
 - LDL Cholesterol
 - Triglycerides
 - Glucose
 - Creatinine
 - BUN
 - Sodium
 - Potassium
 - Uric Acid
 - Calcium
 - Phosphorus
 - Protein, Total
 - Albumin
 - AST (SGOT)
 - ALT (SGPT)
 - GGT
 - Alkaline Phosphatase
 - Bilirubin, Total
 - UIBC
 - Ferritin
 - TSH
- Resting Blood Pressure, Body Mass Index (Height and Weight)
- Body Composition Analysis (Percent body fat and percent body lean)
- Health Risk Assessment (Online)

Important Item to Note: The bloodwork panel provided in this screening is 100% FREE to the employee and spouse. If you were to have this bloodwork offered through the city's medical provider it wouldn't be 100% covered by insurance.

Healthy Choices

An Employee Benefit Wellness Program

TWO OPTIONAL SCREENINGS AT THE COST OF THE EMPLOYEE

OPTIONAL:

- **PSA (prostate specific antigen) for men over 40-Must request test when scheduling appointment-Employee must pay for cost day of the screening-\$38.00 Checks only payable to ORHC.**
- **Red/White Blood Cell Count - \$25.00 – Employee must pay for this screen day of the screening, checks payable to ORHC.**

Individual Follow Up Consultation with the nurse to obtain your screening results and set health goals. (To be scheduled at your screening time)

Follow-Up dates are Tuesday June 29 – Wednesday June 30 – Thurs. July 1

If you have never signed up for this, now is the time to do it!

And did we mention it's FREE!

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 18, 2021

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Sears
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #103-2021. Approving the contract, bond, and certificate of insurance for the Sidewalk Drop and Detectible Warning Installation Project 2021.

 ****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 #103-2021.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Pillar, Inc. of Huxley, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the May 4, 2021 City Council Meeting in the amount of \$136,320.50.

Bid Amount: \$136,320.50

2012— Contract 1 - \$ 40,898.99	McClure & Company Concrete (final cost)
2013— Contract 2 - \$116,822.29	DeLong Construction (final cost)
2014— Contract 3 - \$ 48,355.29	DC Construction (final cost)
2015— Contract 4 - \$ 119,179.20	DC Construction (final cost)
2016— Contract 5 - \$ 96,842.22	M4i Concrete of Sigourney, Iowa (final cost)
2017— Contract 6 - \$ 100,808.78	DC Concrete & Construction (final cost)
2018— Contract 7 - \$ 108,837.28	TK Concrete – (final cost)
2019— Contract 8 - \$ 128,576.73	DC Concrete & Construction – (final cost)
2020— Contract 9 - \$ <u>202,375.00</u>	DC Concrete & Construction – bid amount, project not complete
Total Cost to Date: \$ 962,695.78	

2021– CIP: \$120,000.00

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #103-2021

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF
INSURANCE FOR THE 2021 SIDEWALK DROP & DETECTIBLE
WARNING INSTALLATION PROJECT

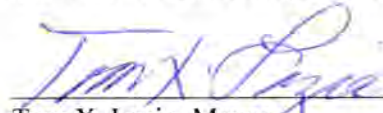
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Pillar, Inc. of Huxley, Iowa in the amount of \$136,320.50 based on total unit price and estimated quantities; and,

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 Pillar, Inc. of Huxley, Iowa, for the above referenced project are hereby approved.


APPROVED, PASSED, AND ADOPTED, this 18th day of May, 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **18th day of May, 2021**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Pillar, Inc. of Huxley, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"SIDEWALK DROP AND DETECTABLE WARNING INSTALLATION PROGRAM 2021 - 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 **QTY 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 **\$136,320.50** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Tom X. Lopez
Title _____ Mayor

ATTEST:

Christ Reuland
Title _____ City Clerk

Pillar Inc.
Contractor

By [Signature]
Title CEO

Address 906 W. 18th St. Suite A
City, State, Zip Nevada, Ia. 50201

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Pillar Inc
906 W. 18th Street, Bldg. A

Nevada, IA 50201

OWNER:

(Name, legal status and address)

City Of Ottumwa
105 E. Third Street

Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date: 5/18/2021

Amount: \$136,320.50

Description:

(Name and location)

Sidewalk Drop & Detectable Warning Installation Program 2021, Ottumwa, Iowa

BOND

Date: 5/18/2021

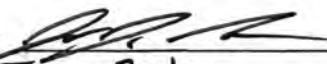
(Not earlier than Construction Contract Date)

Amount: \$136,320.50 ONE HUNDRED THIRTY SIX THOUSAND THREE HUNDRED TWENTY AND 50/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Pillar Inc

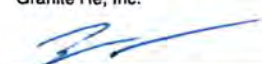
Signature: 

Name: Jason Burke
and Title: CFO

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

SURETY

Company: *(Corporate Seal)*
Granite Re, Inc.

Signature: 

Name: Zachary Pate, Attorney-in-fact
and Title:



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

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

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
City Engineer

§ 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:

It is a Condition of this Bond that all contract funds are to be released to Northern Escrow, Inc.;

Northern Escrow, Inc.
1276 South Robert St.
West St. Paul, MN 55118

651-457-9621-voice
651-744-9930-fax

(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: *Jason Burke CEO*

Name and Title: _____

Address: *906 W. 18th St Ste A*

Address: _____

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

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 18th day of May, in the year 2021, before me personally come(s) Zachary Pate, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

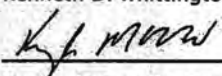
JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this Instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Kathleen E. Carlson
Notary Public


GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
18th day of May, 2021





Kyle P. McDonald, Secretary/Treasurer

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Pillar Inc
906 W. 18th Street, Bldg. A

Nevada, IA 50201

OWNER:

(Name, legal status and address)

City Of Ottumwa
105 E. Third Street

Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date: 5/18/2021

Amount: \$136,320.50

Description:

(Name and location)

Sidewalk Drop & Detectable Warning Installation Program 2021, Ottumwa, Iowa

BOND

Date: 5/18/2021


(Not earlier than Construction Contract Date)

Amount: \$136,320.50 ONE HUNDRED THIRTY SIX THOUSAND THREE HUNDRED TWENTY AND 50/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Pillar Inc

Signature: 
Name: Jason Burke
and Title: CEO

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


(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

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

SURETY

Company: *(Corporate Seal)*
Granite Re, Inc.

Signature: 
Name: Zachary Pate, Attorney-in-fact
and Title:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
City Engineer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

It is a Condition of this Bond that all contract funds are to be released to Northern Escrow, Inc.;

Northern Escrow, Inc.
1276 South Robert St.
West St. Paul, MN 55118

651-457-9621-voice
651-744-9930-fax

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: *Jason Burke, CEO*

Address: *906 W. 18th St Ste A*

Nevada, Ia. 50201

Signature: _____

Name and Title: _____

Address: _____

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

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 18, 2021

Engineering Department
Department

Alicia Bankson
Prepared By
Alicia Bankson
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #104-2021. Approving the contract, bond, and certificate of insurance for the Sanitary Utility Access Program 2021.

****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 #104-2021.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with DC Concrete and Construction, Inc. of Douds, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the May 4, 2021 City Council Meeting in the amount of \$49,800.00.

Bid Amount: \$49,800.00

Budgeted amount: \$50,000 Sewer Fund

RESOLUTION #104-2021

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE SANITARY UTILITY ACCESS PROGRAM 2021

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to DC Concrete and Construction, Inc. of Douds, IA in the amount of \$49,800.00 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 18th day of May, 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **18th day of May, 2021**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **DC Concrete and Construction of Douds, Iowa**, the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"Sanitary Utility Access Program - Ottumwa, Iowa 2021"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by **April 30, 2022** 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 **\$49,800.00**, payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By *Tom R. Pique*
Title Mayor

ATTEST:

Christ Reinhard
Title City Clerk

DC Concrete & Construction, LLC
Contractor

By *Boudy Coff*

Title *Co - Owner*

Address *15476 Emerald RD*

City, State, Zip *Dows, IA 52551*

Phone *641-919-0636*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2021

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 Patrick Kessel c/o FBL Financial Group Inc. 713 1st Street PO Box 69 Keosauqua, IA 52565-0069	CONTACT NAME: Patrick Alex Kessel PHONE (A/C, No, Ext): 319-293-7101 E-MAIL ADDRESS: FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : Farm Bureau Property Casualty Ins. Co.
INSURED DC CONCRETE AND CONSTRUCTION LLC 15476 EMERALD RD DOUDS, IA 52551-8104	NAIC # 13773
	INSURER B :
	INSURER C : Scottsdale Insurance Company
	INSURER D :
	INSURER E :
INSURER F :	

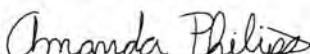
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		CPS7352683	05/03/2021	05/03/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			CPP 0004104	02/28/2021	02/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			GSX0018428	05/03/2021	05/03/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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	N/A	WC 6005357	08/30/2021	05/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER CANCELLATION

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



Bond Number 2487505

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That DC Concrete & Construction LLC of 15476 Emerald Rd , Douds, IA 52551-8104
(Name and address of the Contractor)

as Principal, hereinafter called Principal, and WEST BEND MUTUAL INSURANCE COMPANY as Surety, hereinafter called Surety, are held and firmly bound unto City of Ottumwa of

105 E 3rd St, Ottumwa, IA 52501-2904

(Name and address of the Owner)

as Obligee, hereinafter called Owner, in the amount of Forty-Nine Thousand Eight Hundred Dollars and Zero Cents Dollars (\$ 49,800.00),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 05/18/2021 entered into a contract with Owner for Sanitary Utility Access Program - Ottumwa, Iowa 2021

in accordance with drawings and specifications prepared by N/A
(Name of Architect or Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's Obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

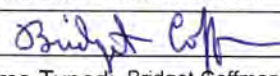
PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be increased automatically and immediately, without the need for separate amendments hereto, upon amendment to the Contract that does not increase the contract price more than ten (10) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein of the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this 18 day of May 2021

Witness: 

Principal:
DC Concrete & Construction LLC
By:  (SEAL)
Name Typed: Bridget Coffman, Co-Owner
Title

Witness: 

Surety:
West Bend Mutual Insurance Company
By:  (SEAL)
Name Typed: Diana Huff, Attorney-In-Fact
Title

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



Bond Number 2487505

Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS:

That DC Concrete & Construction LLC 15476 Emerald Rd, Douds, IA 52551-8104
(Name and address of the Contractor)

as Principal, hereinafter called Principal, and WEST BEND MUTUAL INSURANCE COMPANY as Surety, hereinafter called Surety, are held and firmly bound unto City of Ottumwa of 105 E 3rd St, Ottumwa, IA 52501-2904
(Name and address of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Forty-Nine Thousand Eight Hundred Dollars and Zero Cents Dollars (\$ 49,800.00),
(Insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 05/18/2021 entered into a contract with Owner for Sanitary Utility Access Program - Ottumwa, Iowa 2021

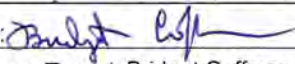
in accordance with drawings and specifications prepared by N/A
(Name of Architect/Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the conditions outlined on the reverse side of this bond:

Signed and Sealed this 18 day of May 20 21

Witness: 

Principal:
DC Concrete & Construction LLC
By:  (SEAL)
Name Typed: Bridget Coffman, Co-Owner
Title

Witness: 

Surety:
West Bend Mutual Insurance Company
By:  (SEAL)
Name Typed: Diana Huff, Attorney-In-Fact
Title

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

CONDITIONS

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, materials were furnished by such claimant may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal released work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.



POWER OF ATTORNEY

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

Diana Huff

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Ten Million Dollars (\$10,000,000)

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

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

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

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



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

State of Wisconsin
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 18th day of May, 2021



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

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

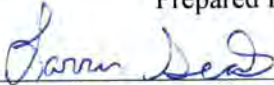
CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 18, 2021

Engineering
Department

Alicia Bankson
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Resolution #105-2021. Approving the contract, bond, and certificate of insurance for the Catch Basin Replacement Program 2021.

****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 #105-2021.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with DC Concrete & Construction of Douds, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the May 4, 2021 City Council Meeting in the amount of \$54,030.00.

Bid Amount: \$54,030.00

Budgeted Amount: \$50,000 Sewer Fund

RESOLUTION #105-2021

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE CATCH BASIN REPLACEMENT PROGRAM 2021

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to DC Concrete & Construction of Douds, Iowa in the amount of \$54,030.00 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 18th day of May, 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **18th day of May, 2021**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **DC Concrete and Construction of Douds, Iowa**, the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"Catch Basin Replacement Program 2021 - Ottumwa, Iowa"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed **no later than April 30, 2022** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$54,030.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI


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

ARTICLE VII


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

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

CITY OF OTTUMWA, IOWA

By 
Title Mayor

ATTEST:


Title City Clerk

DC Concrete & Construction, LLC
Contractor

By 

Title Co - Owner

Address 1547G Emerald RD

City, State, Zip Dows, IA 52551

Phone 641-919-0636



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2021

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 Patrick Kessel c/o FBL Financial Group Inc. 713 1st Street PO Box 69 Keosauqua, IA 52565-0069	CONTACT NAME: Patrick Alex Kessel PHONE (A/C, No, Ext): 319-293-7101 E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED DC CONCRETE AND CONSTRUCTION LLC 15476 EMERALD RD DOUDS, IA 52551-8104	INSURER A : Farm Bureau Property Casualty Ins. Co.	
	INSURER B :	
	INSURER C : Scottsdale Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		CPS7352683	05/03/2021	05/03/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 0004104	02/28/2021	02/28/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CSX0018428	05/03/2021	05/03/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
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 6005357	08/30/2021	05/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



Bond Number 2491250

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That DC Concrete & Construction LLC of 15476 Emerald Rd , Douds, IA 52551-8104
(Name and address of the Contractor)

as Principal, hereinafter called Principal, and WEST BEND MUTUAL INSURANCE COMPANY as Surety, hereinafter called Surety, are held and firmly bound unto City of Ottumwa of 105 E 3rd St, Ottumwa, IA 52501-2904
(Name and address of the Owner)

as Obligee, hereinafter called Owner, in the amount of _____ Dollars (\$ 54,030.00),
Fifty-Four Thousand and Thirty Dollars and Zero Cents

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 05/18/2021 entered into a contract with Owner for Reconstruct and raise catch basins with new grates Catch Basin Replacement Program 2021 in accordance with drawings and specifications prepared by N/A
(Name of Architect or Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's Obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be increased automatically and immediately, without the need for separate amendments hereto, upon amendment to the Contract that does not increase the contract price more than ten (10) percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which final payment under the contract falls due.

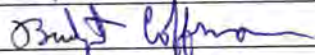
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein of the heirs, executors, administrators or successors of the Owner.

Signed and Sealed this 18 day of May 2021

Witness: 
Witness: 

Principal:

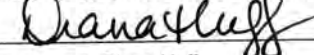
DC Concrete & Construction LLC

By:  (SEAL)

Name Typed: Bridget Coffman, Co-Owner
Title

Surety:

West Bend Mutual Insurance Company

By:  (SEAL)

Name Typed: Diana Huff, Attorney-In-Fact
Title

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.



Bond Number 2491250

Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS:

That DC Concrete & Construction LLC 15476 Emerald Rd, Douds, IA 52551-8104
(Name and address of the Contractor)

as Principal, hereinafter called Principal, and WEST BEND MUTUAL INSURANCE COMPANY as Surety, hereinafter called Surety, are held and firmly bound unto City of Ottumwa of 105 E 3rd St, Ottumwa, IA 52501-2904
(Name and address of the Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Fifty-Four Thousand and Thirty Dollars and Zero Cents Dollars (\$ 54,030.00),
(Insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 05/18/2021 entered into a contract with Owner for Reconstruct and raise catch basins with new grates Catch Basin Replacement Program 2021

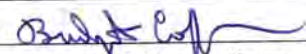
in accordance with drawings and specifications prepared by N/A
(Name of Architect/Engineer)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the conditions outlined on the reverse side of this bond:

Signed and Sealed this 18 day of May 20 21

Witness: 

Principal:
DC Concrete & Construction LLC
By:  (SEAL)
Name Typed: Bridget Coffman, Co-Owner
Title

Witness: 

Surety:
West Bend Mutual Insurance Company
By:  (SEAL)
Name Typed: Diana Huff, Attorney-In-Fact
Title

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

CONDITIONS

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, materials were furnished by such claimant may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b. After the expiration of one (1) year following the date on which Principal released work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.



POWER OF ATTORNEY

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

Diana Huff

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: **Ten Million Dollars (\$10,000,000)**

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

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

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

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



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

State of Wisconsin
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 18th day of May, 2021



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

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

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 18, 2021

Engineering Department
Department

Alicia Bankson
Prepared By
Harry Seal
Department Head

By Rot
City Administrator Approval

AGENDA TITLE: Resolution #106-2021. Approving the contract, bond, and certificate of insurance for the River Wall Extension 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 #106-2021.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Cremer Concrete of Bloomfield, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the May 4, 2021 City Council Meeting in the amount of \$56,745.54.

Bid Amount: \$56,745.54

Funding: \$500,000.00 CIP

Estimate: \$ 65,000.00

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #106-2021

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE RIVER WALL EXTENSION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Cremer Concrete of Bloomfield, Iowa in the amount of \$56,745.54 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 Cremer Concrete of Bloomfield, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 18th day of May, 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **18th day of May, 2021**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Cremer Concrete of Bloomfield, 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: **"River Wall Extension 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 **15 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 **\$56,745.54** 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 *Tom L. Lysie*
Title Mayor

ATTEST:
Christ Reinhard
Title City Clerk

[Signature]
Contractor
By *Chemer Concrete*
Title *owner*
Address *606 Goodie St*
City, State, Zip *Bloomfield IA 52537*

SECTION 00510
PERFORMANCE BOND

BOND NO. 54238965

KNOW ALL PERSONS BY THESE PRESENTS: that

Cremer Concrete LLC

(Name of Contractor)

606 Goode St. Bloomfield IA 52537

(Address of Contractor)

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

United Fire & Casualty Company

(Name of Surety)

118 Second Ave. SE, P. O. Box 73909 Cedar Rapids IA 52407

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner) Fifty six thousand seven hundred

hereinafter called OWNER, in the penal sum of forty five dollars and fifty four cents
(\$ 56,745.54) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 18th day of May, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

RIVER WALL EXTENSION PROJECT

Ottumwa, Iowa


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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 18th day of May, 2021.


ATTEST:


Principal
By Shawn J. Cremer (s)

(Principal) Secretary

(SEAL)

606 Goode St.
Bloomfield IA 52537
(Address)


(Witness as to Principal)

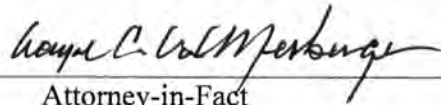
306 W. Locust St.
Bloomfield IA 52537
(Address)

ATTEST:


United Fire & Casualty CO. (s)
Surety

(Surety) Secretary

(SEAL)


Attorney-in-Fact
104 E. Franklin St.
Bloomfield IA 52537
(Address)




Witness as to Surety
306 W. Locust St.
Bloomfield IA 52537
(Address)

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



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

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

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

WAYNE C. VAN MERSBERGEN, INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$5,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 21st day of April, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

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

"Article VI – Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of April, 2021

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

By: *Dennis J. Richmann*
 Vice President



State of Iowa, County of Linn, ss:

On 21st day of April, 2021, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 18th day of MAY, 2021.



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

**SECTION 00520
PAYMENT BOND**

BOND NO. 54238965

KNOW ALL PERSONS BY THESE PRESENTS: that

CREMER CONCRETE LLC

(Name of Contractor)

606 Goode ST, Bloomfield IA 52537

(Address of Contractor)

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

United Fire & Casualty Company

(Name of Surety)

118 Second Ave. SE, P.O. Box 73909 Cedar Rapids, IA 52407

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner) Fifty six thousand seven hundred

hereinafter called OWNER, in the penal sum of forty five dollars and fifty four cents
(\$ 56,745.54) in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
contract with the OWNER, dated this 18th day of May, 2021, a copy of which is hereto
attached and made a part hereof for the construction of:

RIVER WALL EXTENSION PROJECT

Ottumwa, Iowa

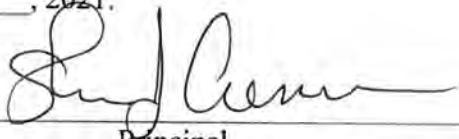
Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations
furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract,
and any authorized extensions or modifications thereof, including all amounts due for materials,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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 18th day of May, 2021.


ATTEST:


Principal
By Shawn J. Cremer (s)

(Principal) Secretary

(SEAL)

606 Goode St.
Bloomfield IA 52537
(Address)

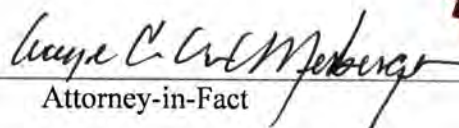

(Witness as to Principal)
306 W. Locust St.
Bloomfield IA 52537
(Address)


ATTEST:

United Fire & Casualty Co. (s)
Surety

(Surety) Secretary

(SEAL)


Attorney-in-Fact
104 E. Franklin St.
Bloomfield IA 52537
(Address)


Witness as to Surety
306 W. Locust St.
Bloomfield IA 52537
(Address)

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



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

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

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

WAYNE C. VAN MERSBERGEN, INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$5,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 21st day of April, 2023 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

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

"Article VI – Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 21st day of April, 2021

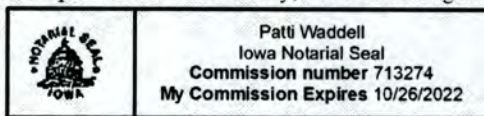
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President



State of Iowa, County of Linn, ss:

On 21st day of April, 2021, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Patti Waddell
 Notary Public
 My commission expires: 10/26/2022

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 18th day of May, 2021.



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

BPOA0045 122017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/05/2021

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 Van Marenbergen Insurance, Inc. 104 E. Franklin St. P.O. Box 127 Bloomfield IA 52001	CONTACT NAME: Wayne Van Marenbergen PHONE: (319) 604-2121 FAX: (319) 604-2128 EMAIL: wvm@vnmgr.com	INSURER(S) AFFORDING COVERAGE	SAC #
		INSURER A: Atlantic States	22099L
		INSURER B: Donegal Mutual	13062L
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL71580298 **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.

TYPE OF INSURANCE	CLASS CODE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS ONLY <input checked="" type="checkbox"/> OCCUP		CT42158029	05/16/2021	05/16/2022	EACH OCCURRENCE BODILY INJURY PROPERTY DAMAGE ADVERTISING PRODUCTS COMPLETION \$ 1,000,000 \$ 50,000 \$ 0 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> AUTO <input checked="" type="checkbox"/> EXCESS LIABILITY		CA42158029	05/16/2021	05/16/2022	COMBINED SINGLE LIMIT BODILY INJURY (PER ACCIDENT) BODILY INJURY (PER YEAR) PROPERTY DAMAGE (PER ACCIDENT) \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
<input checked="" type="checkbox"/> UMBRELLA LIABILITY <input checked="" type="checkbox"/> EXCESS LIABILITY		CV42158029	05/16/2021	05/16/2022	EACH OCCURRENCE AGGREGATE \$ 1,000,000 \$ 1,000,000
<input type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> EMPLOYERS LIABILITY		1500029199	05/16/2021	05/16/2022	<input checked="" type="checkbox"/> PER POLICY A.L. EMPLOYER A.L. EMPLOYEE A.L. EMPLOYEE - POLICY LIMIT \$ 500,000 \$ 500,000 \$ 500,000

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

CERTIFICATE HOLDER City of Orlowa, Iowa 100 East Third Street Orlowa IA 52001	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Wayne C. Van Marenbergen</i>
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CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 18, 2021

Finance
Department

Kala Mulder

Prepared By

Kala Mulder 

Department Head


City Administrator Approval

AGENDA TITLE: Resolution No. 108-2021 Approving the Wapello County/City of Ottumwa Law Enforcement Center Maintenance Budget for the Fiscal Year Ending June 30, 2022.

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 108-2020.

DISCUSSION: It is required by the JLEC Agreement for the Police Chief, Sheriff, County Auditor, and City Director of Finance to develop a budget and the agreement calls for both City Council and County Supervisors approval. The Maintenance Fund is maintained by the Wapello County Auditor, who has provided the estimates for the budget.

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 108-2021

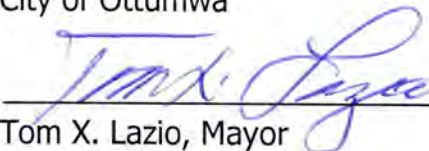
**RESOLUTION APPROVING THE WAPELLO COUNTY/CITY OF
OTTUMWA LAW ENFORCMENT CENTER MAINTENANCE
BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2022.**

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

The annual budget for the fiscal year ending June 30, 2022 as set forth in the attached summary is hereby approved and the Mayor is authorized to sign on behalf of the City of Ottumwa.


PASSED AND APPROVED THIS 18th DAY OF MAY 2021.

City of Ottumwa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

(Seal)



2021-2022 WAPELLO COUNTY/CITY OF OTTUMWA LAW ENFORCMENT CENTER MAINTENANCE BUDGET

FUND 15 - DEPARTMENT 14

RESOURCES: BEGINNING FUND BALANCES and INCOME	LINE	(A) FYB 1, 2019	Actual July FYB	(B) Re-Estimated FYB July 1, 2020	(C) FYB July 1, 2021	REQUIREMENTS: EXPENDITURES AND ENDING FUND BALANCE	LINE	(A) Actual FYE June 30, 2020	(B) Re-Estimated FYE June 30, 2021	(C) FYE June 30, 2022
	1						1			
	2						2			
	3					430-Natural Gas	3			
	4					431-Electric Power	4			
	5					432-Water	5			
	6						6			
COUNTY SHARE PER SQ. FT.(D)	7					441--Building repair/Maint	7	14,634	5,000	8,000
CITY SHARE PER SQ. FT.(D)	8					442-Fixed Plant Equipment	8	64,230	60,000	56,000
COUTNY SHARE MISC (8)	9					445--Plumbing Equipment	9	34,896	40,000	30,000
CITY SHARE MISC. (8)	10					462--Real Property Insurance	10	12,032	14,000	14,000
EXCESS FROM HOUSING (B)(line 26)	11		10,028		10,000	Inter-Fund Transfer	11			
INTEREST EARNED ON FUND (C)	12		31,605	15,000			12			
OTHER (LIST)	13					Major repairs	13			
Local Option Tax	14					610--Building-Roofs	14	110,637	300,000	300,000
Refunds	15					611--Air Conditioning	15			
Miscellaneous	16		9,061	10,000	600	612--Major Heating	16			
Inter-Fund Transfer	17					613--Major Plumbing	17			
	18						18			
	19						19			
	20						20			
Subtotal other receipts	21		50,694	25,000	10,600	Subtotal Expenditures	21	236,429	419,000	408,000
BEGINNING FUND BALANCE AND OTHER RECEIPTS	22		1,844,320	1,658,585	1,264,585	ENDING FUND BALANCE	22	1,658,585	1,264,585	867,185
	23						23			
	24						24			
TOTAL RESOURCES	25		1,895,014	1,683,585	1,275,185	TOTAL REQUIREMENTS	25	1,895,014	1,683,585	1,275,185

Signed *Maureen A. Hurd* Date May 4, 2021
 Chair, Board of Supervisors

Signed *Tom L. Payne* Date 5-18-21
 Mayor, City of Ottumwa

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 18, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simons
Department Head


City Administrator Approval

AGENDA TITLE: Resolution No. 83 - 2021, a resolution accepting the bid and approving the sale of 510 N. Market Street to Fred Ver Schuure for the sum of \$5,176.00

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

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

RECOMMENDATION: Pass and adopt Resolution No. 83 - 2021

DISCUSSION: The City accepted bids on this property until 2:00 PM May 11, 2021. Three bids were submitted. Fred Ver Schuure submitted the best bid in the amount of \$5,176.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

Source of Funds: 151-3-342-6499

Budgeted Item: Budget Amendment Needed:

RESOLUTION No. 83 - 2021

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 510 N. MARKET STREET TO FRED VER SCHUURE FOR THE SUM OF \$5,176.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as the South 41 feet of Lot 10 and 11 in Devins Addition to the City of Ottumwa, Iowa also known as 510 N. Market Street; and

WHEREAS, pursuant to Resolution No. 82 - 2021 approved, passed and adopted April 20, 2021 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property; and

WHEREAS, the City received three bids; and

WHEREAS, Fred Ver Schuure submitted the best bid in the amount of \$5,176.00; and

WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

WHEREAS, the buyer will repair the property in conformance with applicable City Codes and submit a six-month repair plan to the Health Department no later than thirty days after the property is transferred.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Fred Ver Schuure, in the amount of \$5,176.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 18th day of May 2021.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

510 N Market Street

Bidder	Bid
Celia Fuentes	\$1,800.00
Cristal Ambriz	\$5,000.00
Fred Ver Schuure	\$5,176.00

**PURCHASE AGREEMENT BID FORM
FOR
510 N. MARKET STREET, OTTUMWA, IOWA**

This proposal is for a City owned property located at **510 N. Market Street, Ottumwa, Iowa** legally known as the **South 41 feet of Lots 10 and 11 in Devins Addition to the City of Ottumwa, Wapello County, Iowa (510 N. Market Street)**. The property is located in an R-4 zoning district and must be used in that regard.

The property is offered for sale subject to the following conditions:

A bid security in the form of a certified check or cash in the amount of 10% of the bid price is required to be submitted with the proposal. The property will be transferred by **Quit Claim Deed with no abstract** and the buyer will pay the costs of conveyance as well as any property taxes owed.

It is understood that the City of Ottumwa reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal which in its opinion is in the best interest of the City.

Bidders also understand that the costs of conveyance (publishing the public hearing notice, recording fees and preparation of the deed) and any property taxes owed are costs that are in addition to the total purchase price offered for the property.

It is understood and agreed that a Purchase Agreement Form, once submitted and opened, cannot be withdrawn without the consent of the City of Ottumwa.

\$ 5176.00

TOTAL PURCHASE PRICE OFFERED FOR THIS PROPERTY

If my proposal is accepted, I the undersigned further agree to keep the property free of any and all nuisances and to keep the grass cut below 10" in height.

Fred Ven Schoune

NAME OF BIDDER (PRINTED)

Fred Ven Schoune

1864 270th St OSKA MOORE
2 # 52577

MAILING ADDRESS

5-11-21

DATE

6414559882

TELEPHONE NUMBER

Fred Ven Schoune

SIGNATURE

FAST69@gmail.com

EMAIL ADDRESS

Fred Verschuure

510 market

RECAP 11 PM 11

Cashier's Check


**GREAT SOUTHERN
BANK**
P.O. Box 9009
Springfield, Missouri 65808
(417) 887-4400 • 1-800-749-7113

80-7332
2865

Date: 5/11/21

8357508

Branch: 0538

FREDERICK E VERSCHUURE

PAY EXACTLY **517 AND 60/100 DOLLARS
TO THE
ORDER OF CITY OF OTTUMWA

\$517.60

CUSTOMERS CANNOT PLACE STOP PAYMENTS ON CASHIER'S CHECKS







[CITY OF]
O T T U M W A

May 19, 2021

Cristal Ambriz
733 North Ash Street
Ottumwa, IA 52501

Dear Cristal:

Please find enclosed your Cashier's Check #632624 in the amount of \$500.00, dated May 10, 2021 submitted as a bid bond in the amount of ten percent (10%) of your bid at the May 11, 2021 letting for the purchase of the 510 N. Market in the City of Ottumwa, Iowa.

The Ottumwa City Council awarded the bid to Fred Ver Schuure in the amount of \$5,176.

Respectfully,

Christina Reinhard, CMC
City Clerk

Enclosure



[CITY OF]
O T T U M W A

May 19, 2021

Celia Fuentes
740 Center Ave.
Ottumwa, IA 52501

Dear Celia:

Please find enclosed your Cashier's Check #197702835 in the amount of \$180.00, dated May 10, 2021 submitted as a bid bond in the amount of ten percent (10%) of your bid at the May 11, 2021 letting for the purchase of the 510 N. Market in the City of Ottumwa, Iowa.

The Ottumwa City Council awarded the bid to Fred Ver Schuure in the amount of \$5,176.

Respectfully,

Christina Reinhard, CMC
City Clerk

Enclosure

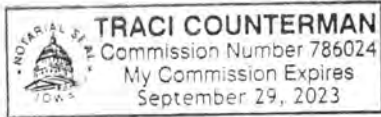
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

5/18 Notice of Public Hearing

City of Ottumwa hereto attached was published in said newspaper for 1 consecutive week's to-wit: 05/06/2021 subscribed and sworn to before me, and in my presence, by the said 6th day of May, 2021



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 11.70

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING
TO WHOM IT MAY CONCERN:
Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, May 18, 2021 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as the South 41 feet of Lots 10 and 11 in Devins Addition to the City of Ottumwa, Iowa also known as 510 N. Market Street to the successful bidder by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

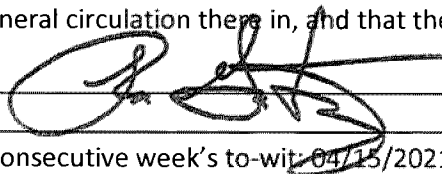
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

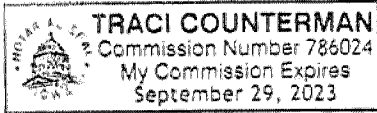
Invitation to Bidders

City of Ottumwa



hereto attached was published

in said newspaper for 1 consecutive week's to-wit: 04/15/2021 Subscribed and sworn to before me, and in my presence, by the said 15th day of April, 2021



Notary Public

In and for Wapello County

Printer's fee \$ 34.69

COPY OF INVITATION TO BIDDERS DOCUMENT

INVITATION TO BIDDERS
The City of Ottumwa will accept sealed bids until 2:00 P.M. on the 11th day of May 2021 in the office of the City Clerk located on the first floor of City Hall, 105 East Third Street, Ottumwa, IA 52501 for the real property legally described as the South 41 feet of Lots 10 and 11 in Devins Addition to the City of Ottumwa, Wapello County, Iowa, also known as 510 N. Market Street. This property consists of one lot with a placarded house, located on Ottumwa's north side in an R-4 Multi-family residential medium density zoning district. The City is selling this property to be repaired to at least the minimum standards of the City's Housing, Building, Electrical, HVAC and Plumbing codes, as applicable or the house may be demolished. The placarded house cannot be occupied until repaired and released. A complete copy of the deficiency list is available from the City's Building and Code Enforcement Department. These repairs include, but are not limited to, the following: 1. Update electrical system which may include new service and hardwired smoke detectors 2. Replace entry doors. 3. Repair all damaged soffit fascia and trim. 4. Replace missing or damaged siding. 5. Ensure HVAC system works properly. 6. Level heaved and uneven interior floors. The property is offered for sale subject to the following conditions: **A bid security in the form of a certified check or cash in the amount of 10% of the bid price is required to be submitted with the bid.** The successful bidder is required to submit a repair plan to the Building and Code Enforcement Department with a six month time line to repair the house or submit a statement that the house will be demolished within 90 days. The property will be transferred by Quit Claim deed, and the buyer will pay the costs of conveyance. All bid securities will be held until the property has been paid for in full by the winning bidder. Bids shall be mailed or delivered to the City Clerk's office located on the first floor of City Hall, 105 East Third Street, Ottumwa, IA 52501 in a sealed envelope and plainly marked **Bid for 510 N. Market Street before to 2:00 P.M. on May 11, 2021.** Bids will be opened at that time. A bid report, with a recommendation, will be presented to the City Council at the regular meeting on **May 18, 2021.** The house will be open for inspection from 3:00 pm- 4:00 pm on April 22, 2021. Bid packets can be obtained by going online to <http://www.cityofottumwa.org/pr> operty.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 18, 2021

Finance
Department

Kala Mulder

Prepared By

Kala Mulder 

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 90-2021 Public Hearing on the Proposed Amendment to the FY21 City Budget

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: Open Public Hearing
Presentation by City Staff
Call for written and oral objections
Close public hearing
Pass and adopt Resolution Number 90-2021

DISCUSSION: A public hearing is required for citizen comments prior to consideration of amending the budget for FY2021. The budget is being amended according to the attached summary. This amendment will not increase the property tax levy.

Source of Funds:

Budgeted Item:

Budget Amendment Needed: No

RESOLUTION NO. 90-2021

**RESOLUTION AMENDING THE ANNUAL BUDGET FOR THE FISCAL
YEAR ENDING JUNE 30, 2021.**

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

The amended annual budget for fiscal year ending June 30, 2021, as set forth in the Amended Budget Summary Certificate and in the detailed budget in support thereof showing the revenue estimates and appropriation expenditures and allocations to functions and activities for said fiscal year is adopted, and the Director of Finance is directed to make the filings required by law.

PASSED AND APPROVED THIS 18th DAY OF MAY 2021.

City of Ottumwa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

(Seal)



**RECORD OF HEARING AND ADOPTION OF BUDGET AMENDMENT
OTTUMWA**

Fiscal Year July 1, 2020 - June 30, 2021

OTTUMWA conducted a public hearing for the propose of amending the current budget for the fiscal year ending June 30, 2021

Meeting Date:	Meeting Time:	Meeting Location:
5/18/2021	05:30 PM	CITY HALL COUNCIL CHAMBERS 105 E THIRD ST OTTUMWA, IA 52501


The governing body of the OTTUMWA met with a quorum present and found that the notice of time and place of the hearing had been published as required by law and that the affidavit of publication is on file with the county auditor. After hearing public comment the governing body took up the amendment to the budget for final consideration and determined that said budgeted expenditures be amended as follows:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	13,442,515	0	13,442,515
Less: Uncollected Delinquent Taxes - Levy Year	2	10,000	0	10,000
Net Current Property Tax	3	13,432,515	0	13,432,515
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	606,275	0	606,275
Other City Taxes	6	4,358,339	1,062,780	5,421,119
Licenses & Permits	7	350,266	-30,000	320,266
Use of Money & Property	8	1,151,973	8,000	1,159,973
Intergovernmental	9	6,397,986	1,092,907	7,490,893
Charges for Service	10	17,919,345	-1,173,862	16,745,483
Special Assessments	11	44,000	54,000	98,000
Miscellaneous	12	1,391,484	1,184,218	2,575,702
Other Financing Sources	13	2,600,000	7,034,809	9,634,809
Transfers In	14	14,990,726	3,678,479	18,669,205
Total Revenues & Other Sources	15	63,242,909	12,911,331	76,154,240
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	9,248,785	108,800	9,357,585
Public Works	17	7,632,731	160,000	7,792,731
Health and Social Services	18	687,287	134,500	821,787
Culture and Recreation	19	2,409,341	4,000	2,413,341
Community and Economic Development	20	444,503	158,500	603,003
General Government	21	3,111,127	124,500	3,235,627
Debt Service	22	3,769,551	731,659	4,501,210
Capital Projects	23	8,873,394	6,411,853	15,285,247
Total Government Activities Expenditures	24	36,176,719	7,833,812	44,010,531
Business Type/Enterprise	25	14,605,518	-444,807	14,160,711
Total Gov Activities & Business Expenditures	26	50,782,237	7,389,005	58,171,242
Tranfers Out	27	14,990,726	3,678,479	18,669,205
Total Expenditures/Transfers Out	28	65,772,963	11,067,484	76,840,447
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-2,530,054	1,843,847	-686,207
Beginning Fund Balance July 1, 2020	30	37,350,825	0	37,350,825
Ending Fund Balance June 30, 2021	31	34,820,771	1,843,847	36,664,618

Explanation of Changes: Addition of 2021 Bond Proceeds in Other Financing Sources, Capital Projects and Transfers In and Out. Revenue line items adjustments; reductions effected from COVID-19 and increases from relief package, LOST and bonding for CIP. Airport Fund and Transit Funds amended for changes in operations.


City Clerk/Administrator Signature of Certification

05/18/2021
Adopted On


Mayor Signature of Certification



NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

OTTUMWA

Fiscal Year July 1, 2020 - June 30, 2021

The City of OTTUMWA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2021

Meeting Date/Time: 5/18/2021 05:30 PM

Contact: KALA MULDER

Phone: (641) 683-0622

Meeting Location: CITY HALL
COUNCIL CHAMBERS
105 E THIRD ST
OTTUMWA, IA 52501

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	13,442,515	0	13,442,515
Less: Uncollected Delinquent Taxes - Levy Year	2	10,000	0	10,000
Net Current Property Tax	3	13,432,515	0	13,432,515
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	606,275	0	606,275
Other City Taxes	6	4,358,339	1,062,780	5,421,119
Licenses & Permits	7	350,266	-30,000	320,266
Use of Money & Property	8	1,151,973	8,000	1,159,973
Intergovernmental	9	6,397,986	1,092,907	7,490,893
Charges for Service	10	17,919,345	-1,173,862	16,745,483
Special Assessments	11	44,000	54,000	98,000
Miscellaneous	12	1,391,484	1,184,218	2,575,702
Other Financing Sources	13	2,600,000	7,034,809	9,634,809
Transfers In	14	14,990,726	3,678,479	18,669,205
Total Revenues & Other Sources	15	63,242,909	12,911,331	76,154,240
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Public Safety	16	9,248,785	108,800	9,357,585
Public Works	17	7,632,731	160,000	7,792,731
Health and Social Services	18	687,287	134,500	821,787
Culture and Recreation	19	2,409,341	4,000	2,413,341
Community and Economic Development	20	444,503	158,500	603,003
General Government	21	3,111,127	124,500	3,235,627
Debt Service	22	3,769,551	731,659	4,501,210
Capital Projects	23	8,873,394	6,411,853	15,285,247
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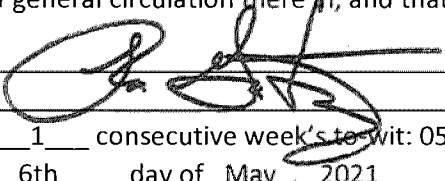
Explanation of Changes: Addition of 2021 Bond Proceeds in Other Financing Sources, Capital Projects and Transfers In and Out. Revenue line items adjustments; reductions effected from COVID-19 and increases from relief package, LOST and bonding for CIP. Airport Fund and Transit Funds amended for changes in operations.

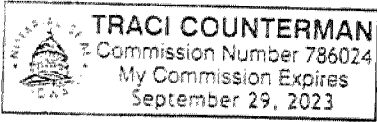
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Budget Amendment

City of Ottumwa  hereto attached was published in said newspaper for 1 consecutive week's to-wit: 05/06/2021 Subscribed and sworn to before me, and in my presence, by the said 6th day of May, 2021





Notary Public

In and for Wapello County

Printer's fee \$ 125.44

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET OTTUMWA

Fiscal Year July 1, 2020 - June 30, 2021

The City of OTTUMWA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2021

Meeting Date/Time: 5/18/2021 05:30 PM

Contact: KALA MULDER

Phone: (641) 683-0622

Meeting Location: CITY HALL
COUNCIL CHAMBERS
105 E THIRD ST
OTTUMWA, IA 52501

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	13,442,515	0	13,442,515
Less: Uncollected Delinquent Taxes - Levy Year	2	10,000	0	10,000
Net Current Property Tax	3	13,432,515	0	13,432,515
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	606,275	0	606,275
Other City Taxes	6	4,358,339	1,062,780	5,421,119
Licenses & Permits	7	350,266	-30,000	320,266
Use of Money & Property	8	1,151,973	8,000	1,159,973
Intergovernmental	9	6,397,986	1,092,907	7,490,893
Charges for Service	10	17,919,345	-1,173,862	16,745,483
Special Assessments	11	44,000	54,000	98,000
Miscellaneous	12	1,391,484	1,184,218	2,575,702
Other Financing Sources	13	2,600,000	7,034,809	9,634,809
Transfers In	14	14,990,726	-3,678,479	18,669,205
Total Revenues & Other Sources	15	63,242,909	12,911,331	76,154,240
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	9,248,785	108,800	9,357,585
Public Works	17	7,632,731	160,000	7,792,731
Health and Social Services	18	687,287	134,500	821,787
Culture and Recreation	19	2,409,341	4,000	2,413,341
Community and Economic Development	20	444,503	158,500	603,003
General Government	21	3,111,127	124,500	3,235,627
Debt Service	22	3,769,551	731,659	4,501,210
Capital Projects	23	8,873,394	6,411,853	15,285,247
Total Government Activities Expenditures	24	36,176,719	7,833,812	44,010,531
Business Type/Enterprise	25	14,605,518	-444,807	14,160,711
Total Gov Activities & Business Expenditures	26	50,782,237	7,389,005	58,171,242
Transfers Out	27	14,990,726	3,678,479	18,669,205
Total Expenditures/Transfers Out	28	65,772,963	11,067,484	76,840,447
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-2,530,054	1,843,847	-686,207
Beginning Fund Balance July 1, 2020	30	37,350,825	0	37,350,825
Ending Fund Balance June 30, 2021	31	34,820,771	1,843,847	36,664,618

Explanation of Changes: Addition of 2021 Bond Proceeds in Other Financing Sources, Capital Projects and Transfers In and Out. Revenue line items adjustments; reductions effected from COVID-19 and increases from relief package, LOST and bonding for CIP. Airport Fund and Transit Funds amended for changes in operations.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 18, 2021

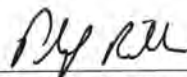
Alicia Bankson

Prepared By



Department Head

Department



City Administrator Approval

AGENDA TITLE: Resolution #107-2021. Accepting the work as final and complete and approving the Final Pay Request for the 2020 Roofing Improvements 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 #107-2021.

DISCUSSION: The City Council approved the contract in the amount of \$111,263.00 to Hawkeye Enterprise Roofing and Coating of Cincinnati, Iowa through Resolution #223-2019 on November 5, 2019. This project entailed reroofing the WPCF Maintenance Roof, WPCF Airport Pump Station, and Fire Station #1 Dormitory Roof.

The contractor has completed the above referenced work according to the plans and specifications. Upon approval, the Council will accept the project and authorize final payment and release all retainages.

Contract Summary is as follows

Base Contract	\$111,263.00
Change Order #1	\$6,380.00
Revised Contract Amount	<u>\$117,643.00</u>

Contract Breakdown is as follows:

WPCF Maintenance Roof	\$45,700.00
WPCF Airport Pump Station	\$15,925.00
Fire Station No. 1 Dormitory	\$56,018.00
Total Contract Amount:	<u>\$117,643.00</u>

Source of Funds: Fire: \$99,000 CIP Funds Budgeted Item: X
WPCF: \$70,000 Operating Fund

Budget Amendment Needed: No

RESOLUTION #107-2021

A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE
2020 ROOFING IMPROVEMENTS PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on November 5, 2019 with Hawkeye Enterprise Roofing and Coating of Cincinnati, Iowa for the above referenced project.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The 2020 Roofing Improvements Project is hereby accepted as complete and authorization to make final payment to Hawkeye Enterprise Roofing and Coating of Cincinnati, Iowa in the amount of \$5,882.15 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 18th day of May, 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa PROJECT: 2020 Roofing Improvement Project PAY REQUEST NO. 3 Final
FROM CONTRACTOR: PAY PERIOD:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$ <u>111,263.⁰⁰</u>
2. Net change by Change Orders	\$ <u>6,380.⁰⁰</u>
3. Contract Sum to Date (Line 1 ± Line 2)	\$ <u>117,643.⁰⁰</u>
4. Total Completed and Stored to Date	\$ <u>117,643.⁰⁰</u>
5. Retainage: 5% of Completed work	\$ <u>5,882.¹⁵</u>
6. Total Earned Less Retainage Amount	\$ <u>111,760.⁸⁵</u>
7. Less Previous Payments	\$ <u>111,760.⁸⁵</u>
8. Current Payment Due	\$ <u>5,882.¹⁵</u>

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: Hawkeye Roofing DATE: 4-27-2021
BY: [Signature] per TITLE: Sales

Eric Miller

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the contact documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ _____

ENGINEER: _____ DATE: _____

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 18, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: A RESOLUTION LIFTING THE MORATORIUM ON SALE OF
CITY-OWNED VACANT LOTS AND ADOPTING THE FOURTH AMENDED
POLICY FOR DISPOSITION OF CITY-OWNED PROPERTIES

****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. 109-2021

DISCUSSION: Last May, the Council approved Res. 101-2020 which placed a moratorium of up to one year on the sale of city-owned vacant lots suitable for development unless the purchaser signed a development agreement to build a dwelling or commercial building on the lots. This time allowed the Planning Department to revise Policy 42-2004, the policy for disposition of city-owned property.

Revisions include:

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

1. The Director of Community Development will review the current inventory of vacant lots and any lot acquired in the future to determine if a lot is suitable for development. If a lot is suitable for development, the sale of that lot will require a development agreement to build on that for a permitted use. Criteria for evaluation will include minimum lot dimensions for the zoning district, topographic suitability without substantial excavation or fill and the density of vacant or blighted property in a neighborhood as relates to its suitability for urban renewal.
2. The Director will send notices to property owners adjacent to lots not suitable for development to advertise their availability for sale. The goal of these notices is to reduce the inventory of non-buildable lots and thus the mowing cost and liability incurred by the City.
3. Restriction on buyers who do not own adjoining property from buying for green space. Buyers without adjoining property would have no legal use for the lot and these transactions have resulted in buyers neglecting or misusing property.
4. Creation of a program to sell lots in residential districts that are unsuitable for housing to nonprofits for community gardens. Lots could be sold for \$1.00 but the purchasing organization would be required to demonstrate nonprofit status and the ability to maintain the lot.

RESOLUTION NO. 109-2021

A RESOLUTION LIFTING THE MORATORIUM ON SALE OF CITY-OWNED VACANT LOTS AND ADOPTING THE FOURTH AMENDED POLICY FOR DISPOSITION OF CITY-OWNED PROPERTIES

WHEREAS, Resolution 101-2020 approved a moratorium of not more than twelve months on the sale of city-owned vacant lots, except those deemed appropriate for the building of new residential dwellings or commercial buildings; and

WHEREAS, Policy No. 42-2004 establishes the process for disposition of city-owned properties; and

WHEREAS, Policy No. 42-2004 has been amended three times; and

WHEREAS, the City of Ottumwa periodically acquires derelict properties or vacant lots; and

WHEREAS, the City seeks to use its inventory of vacant lots as an incentive for housing and economic development according to the Future Land Use Plan; and

WHEREAS, the City also seeks to reduce maintenance costs and liability for lots only suitable for green space; and

WHEREAS, the City seeks qualified developers to improve and rehabilitate derelict properties;

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

That the City of Ottumwa hereby removes the moratorium on the sale of city-owned vacant lots adopted under Resolution 101-2020; and

That the City of Ottumwa hereby adopts Policy No. 42-2004 *Fourth Amended* Policy for Disposition of City-Owned Properties.


Approved, passed and adopted this 18th of May 2021.

CITY OF OTTUMWA, IOWA

BY


Tom Lazio, Mayor

ATTEST:


Chris Reinhard, City Clerk

**CITY OF OTTUMWA
POLICY NO. 42-2004
FOURTH AMENDED POLICY FOR DISPOSITION OF CITY OWNED PROPERTIES**

STATEMENT OF INTENT:

From time to time, the City of Ottumwa acquires derelict and/or placarded houses and vacant lots. The derelict/placarded houses are acquired when owners no longer maintain or repair the houses. Vacant lots are acquired as a result of demolition of derelict houses by the City.

I. DERELICT/PLACARDED HOUSE PROCEDURES

Derelict/placarded houses will be offered for sale through a sealed bid process for the purpose of repairing the property for eventual occupancy. Derelict/placarded houses will be advertised in the Ottumwa Courier, with sealed bids being accepted for a stated period of time. The bid may be accompanied by plans for redevelopment for the property. The most favorable bid shall be taken to the City Council for approval. Price will not be the only factor considered in determining the most favorable bid. A formal purchase agreement or development agreement may be required, in the City's sole discretion, which will identify the specific commitments of the buyer and a timeline for redevelopment of the property.

Interested parties will be given an opportunity to inspect the derelict/placarded property prior to submitting a bid. The City's Building and Code Enforcement Department will furnish bid forms for the derelict/placarded properties. A 10% bid security, in the form of a certified check, cash or money order, is required from every bidder.

II. VACANT LOT PROCEDURES

The City of Ottumwa has an interest in disposing of vacant lots acquired as the result of removing derelict houses. Property acquired in this manner will be offered for sale subject to the following conditions:

A. Lots suitable for development

Vacant lots which are suitable for development, as determined by the Community Development Director, may be offered for sale through a sealed bid process for the purpose of developing the property.

The minimum price for a vacant lot shall be \$500, unless the City has owned the lot for more than five years, in which case the minimum price shall be \$250. A formal purchase agreement or development agreement may be required, in the City's sole discretion.

B. Lots not suitable for development in residential districts

Vacant lots which are not suitable for development, as determined by the Community Development Director, and which are located in residential districts, shall be made available to the adjacent property owners prior to any other potential buyers. The City will send mailed notice to adjacent property owners prior to offering the lot for sale to the general public. The minimum price shall be \$250 for an adjacent property owner, unless the City has owned the lot for more than five years, in which case the minimum price shall be \$125. If more than one adjacent property owner seeks to purchase the lot, sealed bids will be accepted.

If no adjacent property owners are interested in acquiring the lot, the City may make the lot available to the general public, through a sealed bid process. The minimum price for a vacant lot shall be \$500, unless the City has owned the lot for more than five years, in which case the minimum price shall be \$250. Buyers who do not own adjacent property must provide a clear description of an intended, permissible use for the lot. A formal purchase agreement or development agreement may be required, in the City's sole discretion.

C. Lots not suitable for development in all other districts

Vacant lots which are not suitable for development, as determined by the Community Development Director, and which are located in districts other than residential districts, may be offered for sale through a sealed bid process.

The minimum price for a vacant lot shall be \$250 for an adjacent property owner, unless the City has owned the lot for more than five years, in which case the minimum price shall be \$125. If more than one adjacent property owner seeks to purchase the lot, sealed bids will be accepted.

The minimum price for a vacant lot shall be \$500 for anyone other than an adjacent property owner, unless the City has owned the lot for more than five years, in which case the minimum price shall be \$250. A formal purchase agreement or development agreement may be required, in the City's sole discretion.

III. SEALED BID PROCEDURES

Offers will be made in writing and accompanied by bid security, if required. Offers shall be sent to the City Clerk's Office, City Hall, 105 E. Third, Ottumwa, IA 52501. Bid security may be in the form of cash or a cashier's or certified check made payable to the City of Ottumwa. The security is not refundable if applicants decide not to follow through with the property purchase once the sealed bid is opened or the application is submitted and accepted by the staff and then by the City Council.

Minimum written offer will include the following information:

1. Name and Address of buyer
2. Address of the property (legal or common address)
3. Dollar amount of the offer.
4. Proposed use of the property.
5. Development plans for the property, where appropriate/required.
6. Timeline for development, where appropriate/required.

All City properties will be transferred by quit claim deed, with no abstract and the buyer will pay all costs of conveyance. A formal purchase agreement or development agreement may be required, in the City's sole discretion. Bid security from the selected bidder will be retained and will be applied to the purchase price and expenses incurred for conveyance.

IV. NONPROFITS/OTTUMWA SCHOOLS AS BUYERS

Nonprofit organizations such as Rippling Waters, Habitat for Humanity, or others whose mission is to build affordable housing may purchase City-owned vacant lots for \$125 regardless of the length of time the City has owned the property. These organizations may submit bids during the sealed bid process, or they may contact the City outside of the formal bid process if there are particular properties that they are interested in.

Vacant lots which are not suitable for development, as determined by the Community Development Director, and which are located in residential districts may be sold to registered nonprofit

organizations for use as community gardens. In such case, the purchase price shall be \$1.00. Nonprofits seeking this discounted price must demonstrate that their organization is sustainable and capable of maintaining the space. A formal purchase agreement or development agreement may be required, in the City's sole discretion.

Any Ottumwa School with a building trades program may purchase City-owned vacant lots for \$1.00 for the purpose of building residential dwellings. For the purpose of this policy "Ottumwa School" refers to the Ottumwa Community School District Schools, Indian Hills Community College, Buena Vista University, The Ottumwa Job Corps Center, the Ottumwa Christian School and Seton Catholic School.

V. PERMITTED USES

Use of City properties shall be consistent with the zoning classification for the property. In instances where legal use of the property pursuant to the zoning classification may be in conflict with existing adjacent and neighboring residential property, then certain other requirements may be imposed by the City, for the use of the property. These requirements could include, but are not limited to, providing privacy fencing to screen neighboring properties, require lighting to be restricted and requiring goods and merchandise stored outside to be on paved or asphalt surfaces.

Vacant lots may not be mined for soil, nor stripped of vegetative cover, trees, shrubs and other living material except where necessary for construction and redevelopment or to comply with City Code. Vacant lots sold as green space will be maintained in a manner appropriate to the neighborhood and consistent with City Code.

VI. RESERVATION OF RIGHTS

The City of Ottumwa reserves the right to deviate from these policies and procedures where appropriate and necessary, in the City's sole discretion. The City may waive irregularities in the bidding process, and reserves the right to reject any or all bids.

Approved by the Mayor and City Council

May 18, 2021
Date
Tom X. Lazio
Tom X. Lazio, Mayor

VACANT LOT POLICY

Ottumwa City Council
Tuesday, May 18, 2021



WHERE ARE WE NOW?

- Moratorium on sale of "buildable" vacant lots expires at end of May.
- 33 lots in the City's vacant lot inventory.
- Significant interest in in-fill development.



WHAT IS WORKING?

- Neighbors are interested in buying and caring for neighboring lots.
- Policy makes lots available for nonprofits interested in housing.
- At least one single-family housing start on vacant lot purchased from the City in 2020-2021.



WHAT COULD IMPROVE?

- Lower annual mowing bill by unloading lots not suitable for building.
- Avoid situations where buyer neglects or misuses property.
- Explore community gardens.



FOURTH AMENDED POLICY

- Director will review all lots and determine if they are suitable for development. If so, a development agreement will be required to purchase the lot.
- Director will send notices annually to adjacent property owners. Try to advertise and sell unbuildable lots for green space quickly to lower mowing fees.



FOURTH AMENDED POLICY

- Restrict buyers who do not own adjoining property to buy for green space. These transactions have resulted in buyers neglecting or misusing property.
- Create a program to sell lots unsuitable for housing to nonprofits for community gardens.
 - \$1.00 purchase price
 - Buyer must demonstrate that organization is sustainable and able to maintain the lot



DISCUSSION

