

TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 12  
Council Chambers, City Hall

April 21, 2020  
5:30 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through April 30, 2020. Mass Gatherings or events of more than 10 people in attendance are hereby prohibited at all locations and venues. As a result, meeting attendance will be limited to *Elected Officials and Essential Personnel as it relates to items presented on the Council Agenda in Council Chambers*. Comments and/or questions will be accepted in writing at the door on the Fourth St. entrance. Our City Admin. will continue to evaluate the impact of COVID-19 on our community and will follow the guidelines and requirements of Wapello County EMA, the IDPH, and the CDC. The City will continue to record and broadcast meetings of the City Council on the YouTube channel so they are accessible to the public.

During Public Hearings, individuals can call **641-683-4581** to address the Council. During the meeting, Staff will reserve a minimum of **4** minutes for each Public Hearing Item to allow time for individuals to call in for questions/concerns.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 11 on April 7, 2020 as presented.
2. Acknowledgement of March financial report and payment of bills as submitted by the Finance Department.
3. Recommend appointment of Rick McFarland to the Planning and Zoning Commission, term to expire 4/1/2021 due to a vacancy and re-appointment of Mark Hanson and Leisa Walker to the Ottumwa Housing Authority, terms to expire 11/22/2021.
4. Civil Service Commission Eligibility Lists for April 15, 2020: Police Officer - Entrance, Chief of Police – Promotional.
5. Approve the appointment of Becky Bolin to the position of Police Officer for the Ottumwa Police Department effective on or about April 22, 2020.
6. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and The Battery Store (616 Church St.).
7. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee C Store (2457 North Court St.).
8. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee Gas #1 (1027 North Quincy Ave.).
9. Approve the Advantage Vision Plan Renewal Agreement with Avesis effective July 1, 2020.
10. Approve the purchase of a Poly Blend polymer mixer from Vessco, Inc. for the quoted price \$12,990 for WPCF.
11. Resolution No. 68-2020, naming depositories for the City of Ottumwa, Iowa.
12. Resolution No. 74-2020, approve the contract, bond and certificate of insurance for the Milner Street Reconstruction Project.
13. Resolution No. 75-2020, approve the contract, bond and certificate of insurance for the Ward Street Bridge Replacement Project.
14. Resolution No. 76-2020, waive the Peddler/Transient Merchant licensing fees for participants in the Lemonade Day event within the City of Ottumwa.
15. 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. Fred Zesiger – Quarterly report Main Street Ottumwa

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Presentation reviewing 2017-2019 Energy Efficiency Improvements.

RECOMMENDATION: Receive presentation.

2. Approve the Additional Professional Engineering Services Agreement with Garden & Associates for easement plats and descriptions (temporary and/or permanent) for the CSO, Blake's Branch Phase 8, Division 1 Project.

RECOMMENDATION: Approve the Additional Professional Engineering Services Agreement with Garden & Associates.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the 2020 Ottumwa Transit Funding.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 48-2020, authorizing the mayor to sign the Department of Transportation resolution allowing Ottumwa Transit to receive State Funding.

RECOMMENDATION: Pass and adopt Resolution No. 48-2020.

2. This is the time, place and date set for a public hearing on the sale of City Right of Way property located at 2437 Northgate, Ottumwa, Iowa to JKAT Integrity Team, LLC doing business as ReMax Pride.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 57-2020, approving the sale of real estate to JKAT Integrity Team, LLC, doing business as ReMax Pride and authorize the Mayor to sign the documents of conveyance.

RECOMMENDATION: Pass and adopt Resolution No. 57-2020.

3. This is the time, place and date set for a public hearing on the sale of City owned property located at 117 S. Iowa Ave. in the City of Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 60-2020, accepting the offer and approving the sale of 117 S. Iowa Avenue to Whatsoever You Do, Inc., for the sum of \$125.

RECOMMENDATION: Pass and adopt Resolution No. 60-2020.

#### H. RESOLUTIONS:

- 1. Resolution No. 66-2020, approving Change Order No. 4, in the amount of \$11,885.50 for the Main Street (Downtown Streetscape) Reconstruction project.

RECOMMENDATION: Pass and adopt Resolution No. 66-2020.

- 2. Resolution No. 67-2020, authorizing the Mayor to sign the Airport Capital Improvement Program data sheets and related documents; and authorize staff to submit the data sheets and related documents to the Iowa DOT for the fiscal years 2021-2024.

RECOMMENDATION: Pass and adopt Resolution No. 67-2020.

- 3. Resolution No. 69-2020, recommendation to transfer operation of fixed route transit system (Ottumwa Transit) to 10-15 Transit with an effective date on or before July 1, 2020.

RECOMMENDATION: Pass and adopt Resolution No. 69-2020.

- 4. Resolution No. 70-2020, approve the master Agreement with Kirkham, Michael & Associates for Consultant Services at the Ottumwa Regional Airport and authorize the Mayor to sign the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 70-2020.

- 5. Resolution No. 71-2020, approving the Supplemental Agreement No. 1 between the City of Ottumwa and Garden & Associates, Ltd. for additional Professional Engineering Services for preliminary site survey for design purposes for the Woodland Avenue Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 71-2020.

- 6. Resolution No. 72-2020, approving the amendment to the Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. to add design engineering services for the CSO, Blake's Branch Phase 8, Division 1 Project.

RECOMMENDATION: Pass and adopt Resolution No. 72-2020.

- 7. Resolution No. 73-2020, authorizing the Mayor to execute six Easement Agreements for Construction and Maintenance of Public Improvements for the CSO, Blake's Branch Phase 8, Division 1 Project.

RECOMMENDATION: Pass and adopt Resolution No. 73-2020.

8. Resolution No. 77-2020, accepting the low bid and awarding the project for the Basketball Court Concrete Slab at the Ottumwa Park to McClure & Company Concrete, Inc. of Ottumwa, Iowa, in the amount of \$17,568.50.

RECOMMENDATION: Pass and adopt Resolution No. 77-2020.

9. Resolution No. 78-2020, authorizing the City to reserve \$100,000 to cover costs associated with Bridge View Center due to lost revenue related to COVID-19.

RECOMMENDATION: Pass and adopt Resolution No. 78-2020.

I. ORDINANCES:

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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





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**FAX COVER SHEET**

City of Ottumwa

DATE: 4/17/2020 TIME: 10:00 AM NO. OF PAGES 5  
(Including Cover Sheet)

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

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

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #12 to be held on 4/21/2020 \*\* Please Note – All media outlets wishing to record will need to set up in Council Chambers before the meeting starts at 5:30 P.M. Media personnel may then watch the meeting from Room 108 as we will broadcast on our screen in order to stay within regulations set forth in the State Public Health Disaster Emergency.

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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JOB NO. 1664  
DEPT. ID 4717  
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TRANSACTION OK 96847834  
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ERROR 916416828482

Ottumwa Courier  
KTVO  
Tom FM



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JOB NO. 1664  
DEPT. ID 4717  
ST. TIME 04/17 10:00  
SHEETS 5  
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REGULAR MEETING NO. 11  
Council Chambers, City Hall

April 7, 2020  
5:30 O'Clock P.M.

The meeting convened at 5:38 P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tues., March 17, 2020, which has been extended through April 30, 2020. Mass Gatherings or events of more than 10 people in attendance are hereby prohibited at all locations and venues. As a result, mtg. attendance will be limited to *Elected Officials and Essential Personnel as it relates to items presented on the Council Agenda in Council Chambers.* Comments and/or questions will be accepted in writing at the door on the Fourth St. entrance. Our City Admin. will continue to evaluate the impact of COVID-19 on our community and will follow the guidelines and requirements of Wapello County EMA, the IDPH, and the CDC. The City will continue to record and broadcast mtgs. of the City Council on the YouTube channel so they are accessible to the public.

During Public Hearings, individuals can call 641-683-4581 to address the Council. During the meeting, Staff will reserve a minimum of 4 mins. for each Public Hearing Item to allow time for individuals to call in with questions/concerns.

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

Stevens moved, seconded by Meyers to approve the following consent agenda items and pulling/tabling Item B-10, Res. No. 61-2020, setting April 21, 2020 as the date of a public hearing on the disposition of city owned property located at 817 Chester to James and Lori Rushman for further discussion: Mins from Regular Mtg. No. 10 on March 17, 2020 as presented; Appointment of Lorri Swarney to the Planning and Zoning Commission, term to expire 4/1/2025; Approve promotion of Master Fire Fighter Ron Klein to Captain, effective April 1, 2020; Approve promotion of First Class Fire Fighter Gary Doud to Master Fire Fighter, effective April 1, 2020; Approve the appointment of Colton Millard to the position of Equip Operator for the Sewer Maintenance Dept. effective April 6, 2020; Approve the appointment of Blaise Rupe to the position of Equip Operator for the Sewer Maintenance Dept., effective April 13, 2020; Approve the purchase of a Water Purification System from Veters Culligan Water for a quoted price of \$6,474.84 for WPCF; Res. No. 56-2020, setting April 21, 2020 as the date of a public hearing on the disposition of City-owned Right of Way located at 2437 Northgate, Ottumwa, IA to JKAT Integrity Team, LLC, doing business as ReMax Pride; Res. No. 59-2020, setting April 21, 2020 as the date of a public hearing on the disposition of city owned property located at 117 S. Iowa Ave to Whatsoever You Do, Inc.; Res. No. 65-2020, approving the contract, bond and cert of insurance for the CSO, Blake's Branch, Ph 8, Div 1 Project. All ayes.

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

City Admin. Rath provided an update on City offices and services as affected by COVID-19. We are trying to maintain continuity of services amidst the mandatory closures by Gov. Reynolds. She has extended closings to include campgrounds and playgrounds, which we're hopeful people will be responsible in their social distancing and continue to utilize the parks to remain active.

Steve Dust, Pres., Legacy Foundation, presented an update on the BUILD Grant. The final application is due May 18, 2020 which is fast approaching. The Riverfront Redevelopment is part of the plan to renew the economic vitality along the riverfront.

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

Roe moved, seconded by Dalbey to authorize City Staff to work with Anderson, Larkin & CO on the FY20 Audit and to sign the engagement letter. All ayes.

This was the time, place and date set for a public hearing approving the plans, specifications, form of contract and est. cost for the WPCF - Final Clarifier Sand Blasting Primer and Painting Project. City Engineer Dohlman stated this project consists of sandblasting, priming and painting the bridge and structure alone with the coating of the perimeter effluent trough for the Final Clarifiers at WPCF. A base bid will be received for the North Final Clarifier with alternate bids for the South Final Clarifier. Bids are due April 29, 2020, with construction expected to commence on or about May 25, 2020. Engineer's opinion of cost base bid \$40,000 and alternate bids \$36,000. No objections were received. Roe moved, seconded by Dalbey to close the public hearing. All ayes.

Meyers moved, seconded by Stevens that Res. No. 63-2020, approving the plans, specifications, form of contract and est. cost for the WPCF- Final Clarifier Sand Blasting Primer and Painting Project, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on Ord. No. 3171-2020, amending the Zoning Ord. #3088-2015 of the City of Ottumwa, IA, and as Set Forth in Ch. 38 of the Municipal Code by Amending Sections 38-74, 38-115 and 38-870, City of Ottumwa, Wapello County, IA. Dir. of Hlth., Insp & Planning Flanagan reported this includes recommended code language changes to address residential conversions. The ave. year built for a residential conversion is 1904 and the ave. assessed value is just \$34,284 despite these bldgs. having as many as eight dwelling units. Many of these bldgs. are persistent challenges for the Health Dept. and many are in historic districts. This change would give the City a greater degree of flexibility to address these properties when they become public nuisances and to encourage de-conversion or other appropriate use. No objections were received. Dalbey moved, seconded by Roe to close the public hearing. All ayes.

Roe moved, seconded by Berg to pass the first consideration of Ord. 3171-2020, amending the Zoning Ord. #3088-2015 of the City of Ottumwa, IA, and as Set Forth in Ch 38 of the Municipal Code by Amending Sections 38-74, 38-115 and 38-870, City of Ottumwa, Wapello County, IA. All ayes.

Meyers moved, seconded by Berg to waive the second and third considerations, pass and adopt Ord. No. 3171-2020. All ayes.

Dalbey moved, seconded by Roe that Res. No. 30-2020, approve the transfer of \$30,000 in City Fund 151 "Other Capital Projects Fund" from Dept 541 "White Box/Paint" to Dept 560 "Façade Program", be passed and adopted. Dir. of Hlth., Insp & Planning Flanagan reported these funds will be used to help with improvements to some businesses on Church St. Although these projects are different in character than that of the façade projects, they are still viable projects to assist in updates to facilities. These funds will be used to incentivize revitalization projects for commercial use. All ayes.

Roe moved, seconded by Dalbey that Res. No. 52-2020, approving the publication of a public notice soliciting competing proposals for the sale of real estate located within the City's West Gate URA at 310 E. Main, Ottumwa, IA, be passed and adopted. City Attorney Keith reported the City received an offer from Christner Properties, LLC, to purchase a small parcel of real estate for \$2,000. The real estate is adjacent to property at 304 E. Main, which is owned by Christner. To satisfy competitive bidding requirements and IA Code Section 403.8, a Resolution should be passed to approve the minimum development requirements, competitive criteria, and procedures for disposition of property located within the West Gate URA; determining that the proposal submitted by Christner Properties, LLC satisfies the



offering requirement and declaring the intent of the City to enter into a Purchase and Development Agt. with Christner Properties, LLC in the event that no competing proposals are submitted. Competitive bidders will have until noon on May 8, 2020 to submit competing bids. This will also allow further development at 304 E. Main. All ayes.

Roe moved, seconded by Dalbey that Res. No. 64-2020, awarding the Ward Street Bridge Replacement Project to Iowa Bridge & Culvert of Washington, IA, in the amount of \$419,635.55, be passed and adopted. City Engineer Dohlman reported this project consists of replacing the bridge over the Jefferson Drainage Ditch on Ward St. with a twin 10'x6' reinforced concrete box culvert. One bid was received on March 18, 2020. All ayes.

Mayor Lazio stated that the City has been recognized for 30 yrs. of continuous involvement with Tree City which has allowed us to replenish trees within our communities and parks.

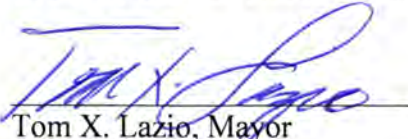
Recommend that people tune in to the weekly update with Wapello County EMA as we navigate COVID-19 which is held every Thursday evening at 6 P.M. You can also access their website: [wapelloready.org](http://wapelloready.org).

Council person Berg wanted to let everyone know about the lights being installed on the Jefferson St. viaduct through the Alliant Hometown Rewards program.

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

Adjournment was at 6:33 P.M.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

CITY OF OTTUMWA  
 STATEMENT OF CHANGES IN CASH BALANCE  
 AS OF 03/31/2020

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	2785393.79	746020.49	1203203.53	2328210.75	9579.60	2337790.35
TOTALS FOR FUND 002	PARKING RAMP	32396.21	132.00	260.00	32268.21		32268.21
TOTALS FOR FUND 110	ROAD USE TAX	6056550.42	224731.75	274863.17	6006419.00	2500.10	6008919.10
TOTALS FOR FUND 112	EMPLOYEE BEN	-265184.25	116341.84	475743.00	-624585.41		-624585.41
TOTALS FOR FUND 119	EMERGENCY FU		2625.59	2625.59			
TOTALS FOR FUND 121	SALES TAX 1%	2218378.92	230535.57	26723.00	2422191.49		2422191.49
TOTALS FOR FUND 122	*****						
TOTALS FOR FUND 123	AGASSI TIF D						
TOTALS FOR FUND 124	VOGEL URBAN						
TOTALS FOR FUND 125	WESTGATE TIF	179493.35	8305.55		187798.90		187798.90
TOTALS FOR FUND 126	AIRPORT TIF	46225.18	1759.25		47984.43		47984.43
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	58788.31	27002.00		85790.31		85790.31
TOTALS FOR FUND 129	RISK MANAGEM	1170562.48	204294.45	477661.87	897195.06		897195.06
TOTALS FOR FUND 131	AIRPORT FUND	255839.69	96055.97	63096.17	288799.49	402.11	289201.60
TOTALS FOR FUND 133	LIBRARY FUND	265346.18	27232.86	67484.14	225094.90	16.10	225111.00
TOTALS FOR FUND 135	CEMETERY FUN	-58731.58	10184.28	27067.75	-75615.05	3205.00	-72410.05
TOTALS FOR FUND 137	HAZ-MAT FUND	133976.30	3698.97	11134.17	126541.10	3409.05	129950.15
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 BROWNFIE						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV						
TOTALS FOR FUND 146	DOWNTOWN STR	1730625.42	140932.11	506.73	1871050.80		1871050.80
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	720803.81	101014.00	23508.93	798308.88	1465.00	799773.88
TOTALS FOR FUND 162	SSMID DISTRI						
TOTALS FOR FUND 167	FIRE BEQUEST	17937.93	140.00		18077.93		18077.93
TOTALS FOR FUND 169	START UP FUN						
TOTALS FOR FUND 171	RETIREE HEAL	956177.15	111206.00	62150.19	1005232.96		1005232.96
TOTALS FOR FUND 173	LIBRARY BEQU	137671.32	1160.00	8241.97	130589.35	60.00	130649.35
TOTALS FOR FUND 174	COMMUNITY DE	127280.28	500.00	1393.00	126387.28		126387.28
TOTALS FOR FUND 175	POLICE BEQUE	79712.06	350.00	3545.75	76516.31	546.62	77062.93
TOTALS FOR FUND 177	HISTORIC PRE	1674.64			1674.64		1674.64
TOTALS FOR FUND 200	DEBT SERVICE	1844442.16	38966.28		1883408.44		1883408.44
TOTALS FOR FUND 301	STREET PROJE	698153.53	27.93	15339.67	682841.79		682841.79
TOTALS FOR FUND 303	AIRPORT PROJ	-24580.79		28083.51	-52664.30		-52664.30
TOTALS FOR FUND 307	SIDEWALK & C	49976.78	9.31	2916.76	47069.33		47069.33
TOTALS FOR FUND 309	PARK PROJECT	233568.13		26144.58	207423.55		207423.55
TOTALS FOR FUND 311	LEVEE PROJEC	182405.29			182405.29		182405.29
TOTALS FOR FUND 313	EVENT CENTER	49592.86		85.65	49507.21		49507.21
TOTALS FOR FUND 315	SEWER CONSTR	1601578.90		69109.01	1532469.89	2766.00	1535235.89
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM						
TOTALS FOR FUND 503	CEMETERY PER	230.00	448.00	678.00		448.00	448.00
TOTALS FOR FUND 610	SEWER UTILIT	2328586.49	432529.30	519959.68	2241156.11	9847.59	2251003.70
TOTALS FOR FUND 611	SEWER SINKIN	949696.00	106837.00		1056533.00		1056533.00
TOTALS FOR FUND 612	STORM WATER						
TOTALS FOR FUND 613	SEWER IMPROV	2883336.00	41667.00		2925003.00		2925003.00
TOTALS FOR FUND 670	LANDFILL FUN	2075623.09	105396.45	508777.35	1672242.19	914.30	1673156.49
TOTALS FOR FUND 671	LANDFILL RES	1114976.00			1114976.00		1114976.00

Item No. B.-2.

REPORT DATE 03/31/2020  
SYSTEM DATE 04/16/2020  
FILES ID 0

CITY OF OTTUMWA  
STATEMENT OF CHANGES IN CASH BALANCE  
AS OF 03/31/2020

PAGE 2  
TIME 07:57:36  
USER KM

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND	673 RECYCLING	90635.73	45175.34	48500.67	87310.40	4056.00	91366.40
TOTALS FOR FUND	690 TRANSIT FUND	779746.84	37921.81	137446.18	680222.47	1233.93	681456.40
TOTALS FOR FUND	695 1015 TRANSIT						
TOTALS FOR FUND	720 BRIDGEVIEW E	25334.16	200757.00	88255.00	137836.16		137836.16
TOTALS FOR FUND	750 GOLF COURSE	15663.62			15663.62		15663.62
TOTALS FOR FUND	810 POOLED INVES	-35041391.14	4326837.82	3000000.00	-33714553.32		-33714553.32
TOTALS FOR FUND	820 PAYROLL CLEA	107952.30	1087524.72	959278.31	236198.71	2059.60	238258.31
TOTALS FOR FUND	840 EQUIPMENT PU	1520640.78		34573.00	1486067.78	34573.00	1520640.78
TOTALS FOR FUND	860 GROUP HEALTH	3934389.96	327752.09	245817.96	4016324.09		4016324.09
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TOTALS FOR ALL LISTED FUNDS		2097180.74	8806072.73	8414174.29	2489079.18	77082.00	2566161.18

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
79358	SCHUMACHER ELEVATOR CO	205804	03/13/2020	484.18	BUILDING MAINTENANCE REPA
79970	LARRY SEALS	205918	03/20/2020	126.00	TRAVEL & CONFERENCE
81507	SHRED-IT USA	205805	03/13/2020	80.90	OTHER PROF SERV
82127	ZACH SIMONSON	205687	03/06/2020	97.18	TRAVEL & CONFERENCE
82135	SINCLAIR TRACTOR	205688	03/06/2020	191.28	VHCL MTCE SUPPLIES
82198	TIM SKINNER TRUCKING AND	205919	03/20/2020	4,900.00	CONTRACTUAL SERVICES
83100A	SNAP-ON-TOOLS	205920	03/20/2020	546.50	TOOLS & SMALL EQUIP
83880	SOUTHERN IOWA DIESEL, INC	205746	03/06/2020	19.17	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	205806	03/13/2020	81.74	ELECTRIC
85262	STATE HYGIENIC LABORATORY	205807	03/13/2020	27.00	CONTRACTUAL SERVICES
86199	STIVERS FORD	206004	03/27/2020	34,573.00	AUTOMOTIVE EQUIPMENT
86970	SUPREME STAFFING INC	205921	03/20/2020	6,565.32	MISC CONTRACT WORK
87468	KEVIN SYLVESTER	205922	03/20/2020	24.00	TRAVEL & CONFERENCE
88000	TEAMSTER LOCAL UNION 238	205923	03/20/2020	3,285.56	PUBLIC WKS UNION DUE PAYA
88858	TIFCO INDUSTRIES	205691	03/06/2020	544.30	VHCL MTCE SUPPLIES
89090	TOTAL CHOICE SHIPPING	205924	03/20/2020	24.55	LANDFILL FEES
89462A	TREASURER STATE OF IOWA	205692	03/06/2020	1,513.00	SALES TAX PAYABLE
89525	TRINITY CHURCH OF THE	205925	03/20/2020	225.00	REFUNDS
89855	TRUITT ABSTRACT COMPANY	205693	03/06/2020	1,750.00	LEGAL FEES
89989	TUMBLEWEED PRESS INC.	205694	03/06/2020	499.00	CONTRACTUAL SERVICES
90454	ULINE	205695	03/06/2020	150.22	OPERATING SUPPLIES
90846	UPS	205696	03/06/2020	175.20	POSTAGE & SHIPPING
90885	UNITYPOINT CLINIC	205810	03/13/2020	336.00	EMPLOYEE PHYSICALS/TESTS
91500	UNIVERSITY OF LOUISVILLE	205697	03/06/2020	1,590.00	TRAINING
91835	USA BLUE BOOK	205811	03/13/2020	1,460.33	LAB SUPPLIES
92555	THE VAN METER COMPANY	205812	03/13/2020	630.96	OPERATING SUPPLIES
92566	MARK VANNONI	205929	03/20/2020	90.00	REFUNDS
92640	VAUGHN AUTOMOTIVE	205699	03/06/2020	332.49	VHCL MTCE SUPPLIES
92648	VEENSTRA & KIMM INC	205931	03/20/2020	62,718.93	CONTRACTUAL SERVICES
92665	VENMILL INDUSTRIES	205813	03/13/2020	170.65	OPERATING SUPPLIES
92679	VERIZON WIRELESS	205815	03/13/2020	1,338.87	TELEPHONE/IT
92923	VISION INDUSTRIAL SALES	205700	03/06/2020	336.90	VHCL MTCE SUPPLIES
93646	TINA WALKER	206008	03/27/2020	152.00	REFUNDS
94000	WALMART COMMUNITY/SYNCB	206009	03/27/2020	2,945.85	OFFICE SUPPLIES
94001	WALMART COMMUNITY/SYNCB	205701	03/06/2020	103.53	PROGRAM SUPPLIES
94125	WAPELLO COUNTY	205702	03/06/2020	1,595.00	DRUG TASK FORCE GRANT
94235	WAPELLO CO CLERK OF COURT	205932	03/20/2020	470.00	RECORDING & COURT FEES
94235B	WAPELLO CO CLERK OF COURT	205704	03/06/2020	235.00	RECORDING & COURT FEES
94235C	WAPELLO CO CLERK OF COURT	205705	03/06/2020	235.00	RECORDING & COURT FEES
94721	WAPELLO CO SHERIFF'S OFFI	205706	03/06/2020	2,409.38	DRUG TASK FORCE GRANT
95000	WAPELLO COUNTY UNITED WAY	205933	03/20/2020	50.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	205750	03/06/2020	86.97	WATER
95315	WATEROUS COMPANY	206010	03/27/2020	1,160.53	VHCL MTCE SUPPLIES
95368	WAYNE'S TIRE	206011	03/27/2020	930.45	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	205936	03/20/2020	261,160.15	GROUP HEALTH CLAIMS
96525	JAY WHEATON	206012	03/27/2020	149.78	SUSTENANCE SUPPLIES
97305	WINDSTREAM	206013	03/27/2020	315.52	TELEPHONE/IT
97320	WINGER COMPANIES	205709	03/06/2020	815.50	BUILDING MAINTENANCE REPA
97321	WINGER SERVICE	205818	03/13/2020	277.50	OPERATING SUPPLIES
97334	WINN CORP	206014	03/27/2020	6,106.26	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	205820	03/13/2020	8,929.54	NATURAL GAS

TOTAL NUMBER OF CHECKS  
 523 WRITTEN TO  
 267 VENDORS FOR  
 5,057,390.09  
 TREASURER, STATE OF IOWA  
 1PERS  
 IRS

41,898.00 payroll state withholding  
 80,315.24 1pers payroll tax and employee withholding  
 165,148.789 payroll taxes, social security and federal withholding  
 5,345,091.22



Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00198	ABC PEST CONTROL INC.	205751	03/13/2020	42.95	BLDG MAINT & REPAIR
00320	ACCO	205941	03/27/2020	1,219.00	OPERATING SUPPLIES
00681	AFLAC	205710	03/06/2020	2,178.92	AFLAC DEDUCTION PAYABLE
00688	AFSCME/IA COUNCIL 61	205821	03/20/2020	208.40	LIBRARY UNION DUES PAYABL
00778	AGRILAND FS, INC.	205711	03/06/2020	549.43	MISCELLANEOUS
00800	AHLERS & COONEY P.C.	205631	03/06/2020	995.00	LEGAL FEES
00855	AIRGAS USA LLC	205823	03/20/2020	753.56	SUSTENANCE SUPPLIES
01297	NOAH ALJETS	205633	03/06/2020	90.00	TRAVEL & CONFERENCE
01700	ALLIANT ENERGY/IPL	205754	03/13/2020	85,588.90	ELECTRIC
01719	ALLIED SYSTEMS, INC.	205825	03/20/2020	9,150.00	CAPITAL IMPROVEMENTS
02080	ALTORFER INC.	205635	03/06/2020	390,574.38	VHCL MTCE SUPPLIES
03611	AMERICAN RED CROSS	205712	03/06/2020	152.00	TRAINING
03641	AMERICAN TRAFFIC SAFETY	205944	03/27/2020	312.66	STREET MAINT SUPPLIES
04100	ANALYTICAL TECHNOLOGY INC	205755	03/13/2020	565.62	LAB SUPPLIES
05116	ARAMARK	205826	03/20/2020	335.68	JANITORIAL
05117	ARAMARK	205827	03/20/2020	58.97	SUSTENANCE SUPPLIES
05124	ARCHANGEL SERVICES, LLC	205636	03/06/2020	3,100.00	MISC CONTRACT WORK
05450A	ARNOLD MOTOR SUPPLY, LLP	205756	03/13/2020	585.98	VHCL MTCE SUPPLIES
05700	ATOMIC TERMITE & PEST	205757	03/13/2020	250.00	GROUND MAINT & REPAIR
05848	AUTOMATIC SYSTEMS CO	205945	03/27/2020	1,204.09	OPERATING SUPPLIES
06006	BP	205946	03/27/2020	189.57	VHCL-FUEL
06481	BAILEY OFFICE OUTFITTERS	205714	03/06/2020	819.30	OFFICE SUPPLIES
07014	BARKER LEMAR COMPANIES	205829	03/20/2020	9,700.66	ENGINEERING
07873	JASON BELL	205640	03/06/2020	244.00	TRAVEL & CONFERENCE
08465	BEST WESTERN REGENCY INN	205830	03/20/2020	89.59	TRAVEL & CONFERENCE
08482	CHRISTOPHER BETTIN	205758	03/13/2020	101.04	TRAINING
09360	BLACK'S TIRE COMPANY LLC	205715	03/06/2020	573.42	VHCL MTCE SUPPLIES
09515	BLOOMFIELD COMMUNICATIONS	205831	03/20/2020	51.48	TELEPHONE/IT
09522	WELLMARK BC & BS OF IOWA	205832	03/20/2020	22,707.20	MEDICARE PREMIUMS
09523	BLUEGLOBES LLC	205833	03/20/2020	252.33	GROUND MAINT & REPAIR
10079	BOUND TREE MEDICAL LLC	205834	03/20/2020	629.99	TOOLS & SMALL EQUIP
11495	BRIDGE CITY TRUCK REPAIR	205759	03/13/2020	414.94	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	205835	03/20/2020	137,838.85	REFUSE HAULING
11506	BRIDGE VIEW CENTER	205716	03/06/2020	88,255.00	MANAGEMENT SERVICES
12500	BUB'S TREE CARE	205760	03/13/2020	7,400.00	TREE TRIMMING
13589	CDW GOVERNMENT	205837	03/20/2020	6,526.40	TECHNOLOGY SERVICES
13607	CFI TIRE SERVICE	205948	03/27/2020	3,202.56	VHCL MTCE SUPPLIES
13609	CIT	205838	03/20/2020	281.95	PHOTOCOPIES
15760	CARROLL CONSTRUCTION SUPP	205949	03/27/2020	1,674.64	STREET MAINT SUPPLIES
16265	CENTER POINT LARGE PRINT	205761	03/13/2020	85.08	LIBRARY MAT.-JAMES ESTATE
16300	CENTRAL IOWA FASTENERS	205950	03/27/2020	318.73	OPERATING SUPPLIES
16402	CENTURYLINK	205763	03/13/2020	4,160.44	TELEPHONE/IT
16403	CENTURYLINK	205765	03/13/2020	189.18	TELEPHONE/IT
17620	CINTAS CORPORATION	205951	03/27/2020	86.45	SUSTENANCE SUPPLIES
17621	CINTAS	205766	03/13/2020	78.55	BLDG MAINT & REPAIR
17825	CITY OF OTTUMWA, CEMETERY	205952	03/27/2020	678.00	CASH INVESTED PASSBK SVNG
18379	CLEMONS INC OF OTTUMWA	205718	03/06/2020	781.45	VHCL MTCE SUPPLIES
18502	CLUB SENTRY SOFTWARE	205643	03/06/2020	32.95	TECHNOLOGY SERVICES
18740	COBAN TECHNOLOGIES, INC	205840	03/20/2020	5,376.50	TOOLS & SMALL EQUIP
18980	COLLECTION SERVICES	205841	03/20/2020	4,085.44	CHILD SUPPORT PAYABLE
19681	COMMERCIAL RECREATION	205768	03/13/2020	990.00	EQUIP REPAIR
19777	COMMUNITY 1ST CREDIT UNIO	205938	03/25/2020	1,000,000.00	COMMUNITY 1ST CREDIT UNIO
19777A	COMMUNITY 1ST CREDIT UNIO	205939	03/25/2020	1,000,000.00	COMMUNITY 1ST CREDIT UNIO
19777B	COMMUNITY 1ST CREDIT UNIO	205940	03/25/2020	1,000,000.00	COMMUNITY 1ST CREDIT UNIO



Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
20329	RICHARD OR KRIS CONLEY	205644	03/06/2020	320.00	JANITORIAL
20332	CONFLUENCE, INC	205954	03/27/2020	5,525.50	CONTRACTUAL SERVICES
21619	JESSICA COWLES	205842	03/20/2020	90.00	REFUNDS
21823	CREDIT BUREAU SERVICES	205955	03/27/2020	240.00	OTHER PROF SERV
21825	CREDIT UNION	205843	03/20/2020	38,976.08	CREDIT UNION PAYABLE
21842	CRESCENT ELECTRIC SUP CO	205956	03/27/2020	87.90	STREET MAINT SUPPLIES
22457	DC CONCRETE & CONST. LLC	205844	03/20/2020	20,968.21	CAPITAL IMPROVEMENTS
22483	DMB SALES, INC.	205957	03/27/2020	3,514.60	OPERATING SUPPLIES
22608	DANI'S AUTO SUPPLY LLC	205647	03/06/2020	4,180.50	VHCL MTCE SUPPLIES
22625	DANKO EMERGENCY EQUIPMENT	205648	03/06/2020	220.00	TOOLS & SMALL EQUIP
23032	JO ANNE DAVIS	205769	03/13/2020	33.01	OPERATING SUPPLIES
23930	DEARBORN ROOFING INC.	205958	03/27/2020	375.00	OPERATING SUPPLIES
23981	DENEFE, GARDNER & ZINGG, PC	205721	03/06/2020	56.25	SUSTENANCE SUPPLIES
24325	DEMCO, INC	205649	03/06/2020	1,192.53	OPERATING SUPPLIES
24911	LACY DICKY	205846	03/20/2020	90.00	REFUNDS
24961	DISCOUNT TWO-WAY RADIO	205959	03/27/2020	354.86	VHCL MTCE SUPPLIES
25361	DOUDS STONE LLC	205960	03/27/2020	10,483.30	STREET MAINT SUPPLIES
25390	R. D. DRENKOW & CO INC	205722	03/06/2020	4,841.46	R.D. DRENKOW/FLEX PAY
25593	DXP ENTERPRISES, INC.	205961	03/27/2020	61.71	VHCL MTCE SUPPLIES
26640	ECOSYSTEMS INC	205650	03/06/2020	17,136.00	SLUDGE HAULING
27005	ELECTRIC PUMP, INC.	205962	03/27/2020	964.08	OPERATING SUPPLIES
27010	ELECTRICAL ENGINEERING &	205651	03/06/2020	2,585.12	BLDG MAINT & REPAIR
27272	ELLIOTT BULK SERVICES LLC	205723	03/06/2020	9,275.15	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	205849	03/20/2020	17,062.50	VHCL-FUEL
27796	EOR IOWA, LLC	205850	03/20/2020	1,900.00	MISCELLANEOUS
28208A	EUROFINS TESTAMERICA	205653	03/06/2020	584.32	LAB SUPPLIES
29285	CHAD FARRINGTON	205654	03/06/2020	244.00	TRAVEL & CONFERENCE
29300	FASTENAL COMPANY	205964	03/27/2020	344.77	OPERATING SUPPLIES
29829	FIDELITY SECURITY LIFE	205852	03/20/2020	1,511.41	AVESIS PAYABLE
30148	FIREMANS ASSC	205853	03/20/2020	1,801.20	FIRE UNION DUES PAYABLE
30560	FISHER SCIENTIFIC	205965	03/27/2020	627.73	LAB SUPPLIES
31302A	FRASE COMPANY LUMBER	205966	03/27/2020	9.09	OPERATING SUPPLIES
31454	GPM	205854	03/20/2020	5,080.00	OTHER CAPITAL EQUIP
31459	GRP & ASSOCIATES	205772	03/13/2020	52.00	HAZARDOUS WASTE DISPOSAL
33390	GRAINGER	205773	03/13/2020	1,899.91	OPERATING SUPPLIES
33397	BRANDON GRAVETT	205655	03/06/2020	8.00	TRAVEL & CONFERENCE
33635	GREAT WESTERN SUPPLY CO	205967	03/27/2020	209.84	OPERATING SUPPLIES
34900	HAMILTON PRODUCE COMPANY	205724	03/06/2020	1,650.44	NATURAL/PROPANE GAS
34966	HARDY DIAGNOSTICS	205968	03/27/2020	165.74	LAB SUPPLIES
36083	HAWKEYE TRUCK EQUIPMENT	205656	03/06/2020	58.70	VHCL MTCE SUPPLIES
36302	HEARTLAND HUMANE SOCIETY	205725	03/06/2020	203.00	OTHER PROF SERV
36500	HEIMAN FIRE EQUIPMENT	205855	03/20/2020	206.98	TOOLS & SMALL EQUIP
36850	HELMUTH REPAIR, INC.	205774	03/13/2020	91.80	OPERATING SUPPLIES
36856	AARON J HELZER	205775	03/13/2020	75.00	FINES-RED SPEED
37415	HICKENBOTTOM INC	205856	03/20/2020	1,494.06	OTHER SMALL EQUIPMENT
37476	HILL PRODUCTIONS & MEDIA	205726	03/06/2020	94.00	ADVERT/LEGAL PUBL
37560	HINDMAN PERSON HEATING	205970	03/27/2020	445.00	OPERATING SUPPLIES
37640	JEFFREY HOFFMAN	205971	03/27/2020	180.00	SUSTENANCE SUPPLIES
39438	HY-VEE ACCOUNTS RECEIVABL	205972	03/27/2020	571.33	OPERATING SUPPLIES
40024A	IAWEA & CITY OF AMES	205658	03/06/2020	475.00	TRAINING
40155	IDEXX DISTRIBUTION INC	205777	03/13/2020	184.87	LAB SUPPLIES
41480	ICMA RETIREMENT TRUST 457	205727	03/06/2020	4,027.52	ICMA DEF COMP PAYABLE
41505	INWCA	205859	03/20/2020	21,252.05	POLICE W/C 411 CLAIMS
41600	IDEAL READY MIX	205973	03/27/2020	7,683.00	STREET MAINT SUPPLIES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
41920A	INDUSTRIAL CHEMICAL	205975	03/27/2020	175.00	MISC CONTRACT WORK
41925	INDUSTRIAL MEDICINE	205976	03/27/2020	1,081.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	205660	03/06/2020	841.67	CONTRACTUAL SERVICES
42160	INGRAM LIBRARY SERVICES	205863	03/20/2020	6,046.75	LIBRARY MAT.-JAMES ESTATE
42170	INLAND TRUCK PARTS & SERV	205728	03/06/2020	66.83	VHCL MTCE SUPPLIES
42224	INNOVATIVE CONTROLS INC.	205977	03/27/2020	190.04	VHCL MTCE SUPPLIES
43265	INTERSTATE BATTERY	205978	03/27/2020	337.85	VHCL MTCE SUPPLIES
43284	INVENTORY TRADING CO	205663	03/06/2020	810.00	OPERATING SUPPLIES
43290B	IOWA ASSOC MUNICIPAL UTIL	205864	03/20/2020	1,008.00	TRAINING
43460	IOWA COMM ASSURANCE POOL	205865	03/20/2020	813.92	INSURANCE CLAIMS
43465	IOWA COMMUNITIES ASSURANC	205937	03/20/2020	449,710.36	GEN LIABIL INSURANCE
43506	IOWA DEPT TRANSPORTATION	205780	03/13/2020	711.05	GROUNDS MAINT & REPAIR
43509	IOWA DEPT NATURAL RESOURC	205781	03/13/2020	8.00	TRAINING
43514	IOWA DEPT NATURAL RESOURC	205729	03/06/2020	525.00	PERMITS
43789	IOWA HEART CENTER	205979	03/27/2020	497.00	HEART & LUNG EXAM
43901	IOWA LEAGUE OF CITIES	205730	03/06/2020	125.00	TRAVEL & CONFERENCE
43999	IOWA ONE CALL	205980	03/27/2020	131.40	TELEPHONE/IT
45057	J & J MOWING	205867	03/20/2020	266.00	CONTRACTUAL SERVICES
45256	RON JACOBSEN	205731	03/06/2020	62.00	TRAINING
45974	JOHN DEERE FINANCIAL	205982	03/27/2020	386.94	VHCL MTCE SUPPLIES
47714	KAY PARK-REC CORP (AR)	205983	03/27/2020	1,360.00	CAPITAL IMPROVEMENTS
48017	KELTEK INCORPORATED	205869	03/20/2020	221.16	VHCL MTCE SUPPLIES
49039	KIRKHAM MICHAEL	205870	03/20/2020	39,333.51	INFRASTRUCTURE
49041	ALLYSON KIRKING	205783	03/13/2020	16.10	TRAVEL & CONFERENCE
49206	KLODT DOOR SERVICE LLC	205871	03/20/2020	80.00	BLDG MAINT & REPAIR
49795	KRISS PREMIUM PRODUCTS	205784	03/13/2020	67.88	BLDG MAINT & REPAIR
49804D	KRONOS	205872	03/20/2020	10,840.35	CONTRACTUAL SERVICES
50817	DAN LAURSEN EXCAVATING	205984	03/27/2020	3,450.00	CONTRACTUAL SERVICES
51074	TOM X LAZIO	205873	03/20/2020	384.72	TRAVEL & CONFERENCE
51969	LIBERTY TIRE SERVICES LLC	205785	03/13/2020	3,814.19	TIRE DISPOSAL
52093	THE LIFEGUARD STORE	205786	03/13/2020	250.85	SUSTENANCE SUPPLIES
52254	LISCO	205874	03/20/2020	270.00	TECHNOLOGY SERVICES
52261	AMANDA LISK	205875	03/20/2020	90.00	REFUNDS
52990	LOKTRONICS SECURITY CORP	205665	03/06/2020	40.20	VHCL MTCE SUPPLIES
53090	LOU'S GLOVES INC.	205877	03/20/2020	246.00	TOOLS & SMALL EQUIP
53691A	MACQUEEN EQUIPMENT, LLC	205787	03/13/2020	493.68	VHCL MTCE SUPPLIES
54390	MANATT'S INC	205985	03/27/2020	2,477.33	STREET MAINT SUPPLIES
54976	MARSHALLTOWN	205880	03/20/2020	600.00	STREET MAINT SUPPLIES
55311	MASSMUTUAL RETIREMENT SER	205881	03/20/2020	500.00	HARTFORD DEF COMP PAYABLE
56648	C H MCGUINESS CO INC	205882	03/20/2020	440.33	VHCL MTCE SUPPLIES
56665	MCKIM TRACTOR SERVICE LLC	205883	03/20/2020	2,500.00	AUTOMOTIVE EQUIPMENT
57195	MCMMASTER-CARR	205788	03/13/2020	60.66	OPERATING SUPPLIES
57385	MENARDS	205668	03/06/2020	1,552.33	TOOLS & SMALL EQUIP
57387	MED-TECH RESOURCE LLC	205884	03/20/2020	690.82	TOOLS & SMALL EQUIP
57416	MERCYONE DES MOINES MEDIC	205669	03/06/2020	1,411.00	EMPLOYEE PHYSICALS/TESTS
57518	SYMETRA LIFE INSURANCE CO	205986	03/27/2020	4,432.80	GROUP LIFE PREMIUMS
57933	SINDI MERIDA	205789	03/13/2020	35.00	REFUNDS
57997	METRO WASTE AUTHORITY	205790	03/13/2020	250.00	TRAINING
58001	METTLER TOLEDO	205791	03/13/2020	1,425.00	OFFICE/COMP. EQUIP MAINT.
58403	BOB MEYERS	205885	03/20/2020	148.00	TRAVEL & CONFERENCE
58500	MIDAMERICAN ENERGY CO	205735	03/06/2020	2,851.33	NATURAL GAS
58555	MID-IOWA SOLID WASTE	205736	03/06/2020	356.94	VHCL MTCE SUPPLIES
59301	MIDWEST AUTO GLASS & TIRE	205887	03/20/2020	232.17	VHCL MTCE SUPPLIES
59375	MIDWEST RADAR & EQUIPMENT	205888	03/20/2020	18.50	EQUIP REPAIR

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
59382	MIDWEST TAPE	205889	03/20/2020	53.97	LIBRARY MAT.-JAMES ESTATE
60278	MSA SAFETY SALES LLC	205792	03/13/2020	1,257.26	OPERATING SUPPLIES
61248	MONROE CLINIC	205793	03/13/2020	145.00	EMPLOYEE PHYSICALS/TESTS
61785	MOTION INDUSTRIES	205890	03/20/2020	48.67	EQUIP REPAIR
62555	MULDER, KALA	205891	03/20/2020	99.21	TRAVEL & CONFERENCE
62575	MUNICIPAL FIRE & POLICE	205892	03/20/2020	11,319.08	CITY SHARE FOR POLICE RET
62580	MUNICIPAL PIPE TOOL CO LL	205987	03/27/2020	3,580.23	VHCL MTCE SUPPLIES
63032	NCL OF WISCONSIN INC	205794	03/13/2020	631.22	LAB SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	205894	03/20/2020	3,290.00	NRS-NATION RETIRE SOL
65489	NICHOLS EQUIPMENT LLC	205738	03/06/2020	188.88	VHCL MTCE SUPPLIES
65985	NORSOLV SYSTEMS ENVIRONM	205671	03/06/2020	143.95	MISCELLANEOUS
66001	NORRIS ASPHALT PAVING INC	205795	03/13/2020	3,645.60	STREET MAINT SUPPLIES
66456	NOTARY ROTARY INC.	205672	03/06/2020	23.65	OFFICE SUPPLIES
66561	OFFICIAL PEST CONTROL	205673	03/06/2020	55.00	SUSTENANCE SUPPLIES
66730	OHARA HARDWARE	205991	03/27/2020	1,513.93	OPERATING SUPPLIES
66737A	OLD DOMINION BRUSH	205992	03/27/2020	1,220.92	VHCL MTCE SUPPLIES
67098	O'REILLY AUTOMOTIVE	205676	03/06/2020	454.83	VHCL MTCE SUPPLIES
67101	OTC BRANDS INC	205895	03/20/2020	872.66	PROGRAM SUPPLIES
67685	OTTUMWA AREA CONVENTION &	205739	03/06/2020	21,800.35	CONV & VISITOR BUREAU
68000	OTTUMWA COURIER	205896	03/20/2020	5,723.68	ADVERT/LEGAL PUBL
68556	OTTUMWA NAPA	205679	03/06/2020	1,771.38	VHCL MTCE SUPPLIES
68560	OTTUMWA PRINTING, INC.	205897	03/20/2020	1,544.00	PRINTING
68640	OTTUMWA SEAT & TOP	205680	03/06/2020	300.00	VHCL MTCE SUPPLIES
68800	OTTUMWA TENT & AWNING	205898	03/20/2020	748.00	OPERATING SUPPLIES
69040	OTTUMWA WATER AND HYDRO	205798	03/13/2020	11,188.36	BILLING FEES-WW
70610	PAYMENT REMITTANCE CENTER	205903	03/20/2020	21,537.70	TECHNOLOGY SERVICES
71595	PETTY CASH/LANDFILL	205905	03/20/2020	36.98	OFFICE SUPPLIES
72029	PIPER AUTO SALVAGE	205682	03/06/2020	50.00	VHCL MTCE SUPPLIES
72035	PIPESTONE VET CLINIC OF	205906	03/20/2020	804.00	OTHER PROF SERV
72250	PITNEY BOWES GLOBAL	205800	03/13/2020	1,059.57	RENTS & LEASES
72253	PPG ARCHITECTURAL FINISHE	205683	03/06/2020	73.17	OPERATING SUPPLIES
72254	PITTSBURGH PAINTS	205994	03/27/2020	169.74	OPERATING SUPPLIES
72561	PLUMB SUPPLY COMPANY-OT	205740	03/06/2020	1,402.59	BUILDING MAINTENANCE REPA
73125	POSTMASTER (CEMETERY)	205996	03/27/2020	55.00	POSTAGE & SHIPPING
73420	PRAIRIE AG SUPPLY INC	205997	03/27/2020	918.34	TOOLS & SMALL EQUIP
73960	PROFESSIONAL COMPUTER	205801	03/13/2020	99.99	TECHNOLOGY SERVICES
73971	PROFESSIONAL JANITORIAL	205741	03/06/2020	2,000.00	JANITORIAL
74626	QUALITY SERVICES CORP	205684	03/06/2020	244.58	VHCL MTCE SUPPLIES
75131	RAMSEY PAINT CONTRACTING	205998	03/27/2020	3,150.00	OPERATING SUPPLIES
75152	PHILIP RATH	205907	03/20/2020	126.00	TRAVEL & CONFERENCE
75450	TOM REA	205908	03/20/2020	24.00	TRAINING
75901	RECORDED BOOKS INC	205802	03/13/2020	323.05	LIBRARY MAT.-JAMES ESTATE
75902	RECREONICS CORPORATION	205742	03/06/2020	102.51	EQUIP REPAIR
75904	RECREATION SUPPLY COMPANY	205999	03/27/2020	1,343.41	OPERATING SUPPLIES
76296	CHRISTINA REINHARD	205910	03/20/2020	92.92	TRAVEL & CONFERENCE
77196	RIVER HILLS COMMUNITY	205911	03/20/2020	3,950.05	EMPLOYEE PHYSICALS/TESTS
77309	GAIL ROBERTS	205912	03/20/2020	29.95	OFFICE SUPPLIES
77517	MARC ROE	205913	03/20/2020	126.00	TRAVEL & CONFERENCE
77800	ROSENMANS INC	205914	03/20/2020	551.62	SUSTENANCE SUPPLIES
78080	ROYAL BRASS & HOSE	205744	03/06/2020	186.70	VHCL MTCE SUPPLIES
78105	ROYAL PORTABLE TOILETS	206001	03/27/2020	194.40	SANITATION
78279	S & L ALL SEASON	205915	03/20/2020	140.89	VHCL-FUEL
78718	SANDRY FIRE SUPPLY LLC	206002	03/27/2020	1,202.50	SUSTENANCE SUPPLIES
79154	SAVE OTTUMWA WEEKLY	205917	03/20/2020	528.00	ADVERT/LEGAL PUBL



April 21, 2020

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 04/01/2021 due to a vacancy.

Rick McFarland  
433 S. Pocahontas

Recommend re-appointment to the Ottumwa Housing Authority, terms to expire 11/22/2021.

Mark Hanson  
2323 Timberlane Heights

Leisa Walker  
416 W. Golf Ave.

received  
4-15-2020

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:

Planning And Zoning Board

Name: Rick McFarland Telephone: 641-455-1629

Email: (optional)

Address: 433 S. Pocahontas ZIP: 52501

Business: Hair's The Place Telephone: 641-684-8208

Address: 901 W. Williams ZIP: 52501

Date Available for Appointment 05/01/2020 E-Mail: rmcfar@hotmail.com

Present occupation: Self-employed Barber

Previous Employment: none

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 YWCA Girl's Softball, Ecumenical Lord's Cupboard, Ottumwa Fellowship of Churches, Iowa Junior Miss, Ottumwa CROP Walk, Consumer Advocate Advisor for Crest Home Services, OACC, numerous Positions and Committees at Davis Street Christian Church

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

Master Barber License - state of Iowa

Personal:

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

Yes \_\_\_\_\_ No X



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

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?

**Being a member of this community all my life and my job dealing with people of all backgrounds, I feel I have a good sense of this community and its goals for the future.**

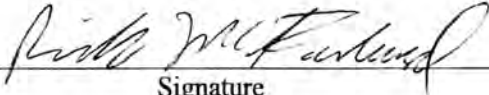
2. What do you see as the objectives and goals of the advisory body to which you seek appointment?

**To be a place where people can be heard in a fair and just manner. To advise or help with zoning issues in our neighborhoods and city.**

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

**I can help by listening and understanding the concerns brought before the board and finding the best solution for all concerned. Being a lifelong Ottumwan and seeing it change throughout the years, I understand that *things do change and continue to change*. I hopefully can try and understand all sides of issues and be open to the possibilities that might come with these different ideas.**

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

  
Signature

04/13/2020  
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 07/02/1953 Male  Female

Number of years a city resident 66

**YOUTH BOARD  
MEMBER APPLICANT ONLY**

\_\_\_\_\_  
Name of School

\_\_\_\_\_  
Year

**OTTUMWA CIVIL SERVICE COMMISSION**

**POLICE OFFICER – Entrance Eligibility List**

1. Becky Bolin
1. Dillon McPherson

Certified April 15, 2020

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman  
Ed Wilson  
Ann Youngman

# **OTTUMWA CIVIL SERVICE COMMISSION**

## **POLICE CHIEF – Promotional Eligibility List**

1. Mickey Hucks, Jr.
1. Chad Farrington

Certified April 15, 2020

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman  
Ed Wilson  
Ann Youngman

3020 10:17 AM PM 3:17  
**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of : Apr 21, 2020

Police  
Department

Mary Lou Donaldson

Prepared By  
  
Department Head

  
City Administrator Approval

AGENDA TITLE: Approve the Police Department appointment of Becky Bolin as Police Officer.

\*\*\*\*\*

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

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

RECOMMENDATION: Approve the appointment of Becky Bolin to the position of Police Officer effective on or about April 22, 2020.

DISCUSSION: The appointment of Becky Bolin will be filling an open position. Bolin is an Iowa certified peace officer. She was an officer with the Ottumwa Police Department from 2003 to 2016. This appointment is pending test results.

Bolin is on the current civil service list and this position is included in the 2019/2020 Police Department budget.

Source of Funds: 001-110-6010

Budgeted Item:  Budget Amendment Needed: No



2020 APR 15 PM 3:16  
**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : Apr 21, 2020

Mary Lou Donaldson

Prepared By

*Tom M. Andrews*  
Department Head

Police

Department

*PLD*

City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and The Battery Store.

\*\*\*\*\*

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

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

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgement/Settlement Agreement for The Battery Store.

DISCUSSION: On February 5, 2020, an employee at a local tobacco retailer sold a tobacco product to a person under the age of eighteen. The business was:

The Battery Store  
616 Church Street  
Ottumwa, Iowa

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

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

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

**ORDER ACCEPTING ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT  
1<sup>ST</sup> VIOLATION**

BEFORE THE OTTUMWA CITY COUNCIL

---

IN RE:  
The Battery Store  
616 Church Street  
Ottumwa, IA 52501

**ORDER ACCEPTING  
ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT**

---

ON this 21<sup>st</sup> day of April, 2020, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment / Settlement Agreement between the above captioned permittee and the City of Ottumwa.

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

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

CITY OF OTTUMWA, IOWA

By: 

TOM X. LAZIO, MAYOR

ATTEST:



CHRIS REINHARD, CITY CLERK



**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
1<sup>ST</sup> VIOLATION**

IN RE;  
The Battery Store  
616 Church St.  
Ottumwa, IA 52501

**ACKNOWLEDGMENT /  
SETTLEMENT  
AGREEMENT**

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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

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



# Sales Receipt

Date	Sale No.
4/16/2020	85390

<b>Sold To</b>
The Battery Store Darrell Cleaver 616 Church St. Ottumwa, IA 52501

City of Ottumwa  
105 E Third St  
Ottumwa, IA 52501

Check No.	Payment Method	Project
1248	Check	

Item	Description	Amount
001-110-4765	1st Violation Cigarette Permit - Acknowledgement/Settlement Agreement	300.00

	<b>Total</b>	\$300.00
--	--------------	----------

Phone: 641.683.0600  
Fax: 641.683.0613  
www.cityofottumwa.com



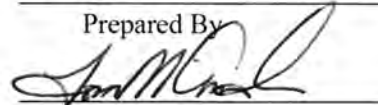
**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : Apr 21, 2020

Mary Lou Donaldson

Prepared By



Department Head

Police

Department



City Administrator Approval

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

\*\*\*\*\*

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

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

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

DISCUSSION: On February 5, 2020, an employee at a local tobacco retailer sold a tobacco product to a person under the age of eighteen. The business was:

Hy-Vee, Inc. d/b/a Hy-Vee C Store  
2457 North Court Street  
Ottumwa, Iowa

For the second violation of Selling Tobacco To A Minor, the Iowa Code requires that the business be assessed a \$1,500.00 civil penalty or a 30 day cigarette permit suspension. The actual cigarette permit holder for the

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

business has submitted a check to the City of Ottumwa in the amount of \$1,500.00 and signed the settlement agreement for the penalty. The remaining process is for the City Council to authorize the Mayor to sign the order accepting the settlement.

**ORDER ACCEPTING ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT  
2<sup>nd</sup> VIOLATION**

BEFORE THE OTTUMWA CITY COUNCIL

---

IN RE:

Hy-Vee, Inc.  
d/b/a Hy-Vee C Store  
2457 North Court Street  
Ottumwa, IA 52501

**ORDER ACCEPTING  
ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT**

---

ON this 21<sup>st</sup> day of April, 2020, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment / Settlement Agreement between the above captioned permittee and the City of Ottumwa.

Therefore, the Ottumwa City Council FINDS that the above captioned permittee has remitted to the "City of Ottumwa", a civil penalty in the amount of one thousand five hundred (\$1,500.00). Be advised that this sanction will count as a second violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

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

CITY OF OTTUMWA, IOWA

By:   
TOM X. LAZIO, MAYOR

ATTEST:

  
CHRIS REINHARD, CITY CLERK



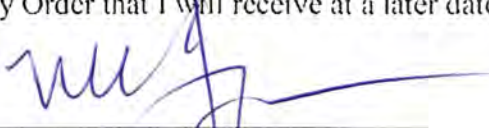
**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
2<sup>nd</sup> VIOLATION**

IN RE:  
Hy-Vee, Inc.  
d/b/a Hy-Vee C-Store  
2457 N. Court St.  
Ottumwa, Iowa 52501

**ACKNOWLEDGMENT /  
SETTLEMENT  
AGREEMENT**

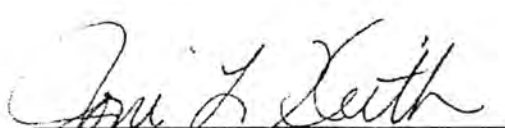
**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "Second Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) understand that the penalty for this second violation is a \$1,500.00 fine or a suspension of my (our) cigarette permit for 30 days, beginning on the date that will be specified in the official City Order that I will receive at a later date.

  
\_\_\_\_\_  
Signature Mic Jurgens

Senior Vice President  
\_\_\_\_\_  
Title

4/6/2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

City Attorney  
\_\_\_\_\_  
Title

In accordance with Iowa Code section 453A.22(2)(b), the above-captioned permittee chooses the following penalty (check one box).

- \$1,500.00 Fine                       30 Day Suspension of Cigarette Permit

(If the Fine is checked, you must attach a check in the amount of \$1,500.00 and have it made payable to "City of Ottumwa". If the Suspension is checked, you will be notified at a later time of the specific dates of the suspension.)

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

**If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, as well as a check in the amount of \$1,500.00 (if choice of penalty is fine) made payable to the "City of Ottumwa", should be returned to:**

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

\$ 1,500<sup>00</sup>

17860

### Ottumwa Police Department

For Tobacco Violation Ottumwa, Iowa, 4-16 2020

Received of HyVee, Inc.

One thousand five hundred<sup>00</sup> Dollars

Sale of Tobacco to Minor - 2<sup>nd</sup> Violation  
HyVee Gas # 2

Fund 001-110-4765

By MLB



**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of : Apr 21, 2020

Police  
Department

Mary Lou Donaldson

Prepared By

*Sam M. ...*  
Department Head

*Rly Rte*

City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee Gas #1.

\*\*\*\*\*

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

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

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgement/Settlement Agreement for Hy-Vee, Inc. d/b/a Hy-Vee Gas #1.

DISCUSSION: On February 5, 2020, an employee at a local tobacco retailer sold a tobacco product to a person under the age of eighteen. The business was:

Hy-Vee, Inc. d/b/a Hy-Vee Gas #1  
1027 North Quincy Avenue  
Ottumwa, Iowa

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

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

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

**ORDER ACCEPTING ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT  
1<sup>ST</sup> VIOLATION**

BEFORE THE OTTUMWA CITY COUNCIL

---

IN RE:  
Hy-Vee, Inc.  
d/b/a Hy-Vee Gas #1  
1027 North Quincy Avenue  
Ottumwa, IA 52501

**ORDER ACCEPTING  
ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT**

---

ON this 21<sup>st</sup> day of April, 2020, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment / Settlement Agreement between the above captioned permittee and the City of Ottumwa.

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

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

CITY OF OTTUMWA, IOWA

By: 

TOM X. LAZIO, MAYOR

ATTEST:

  
CHRIS REINHARD, CITY CLERK



5/

**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
1<sup>ST</sup> VIOLATION**

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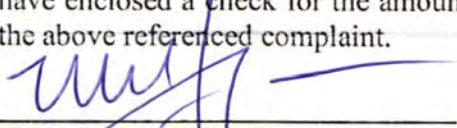
IN RE;  
Hy-Vee, Inc.  
d/b/a Hy-Vee Gas  
1027 N. Quincy Ave.  
Ottumwa, IA 52501

**ACKNOWLEDGMENT /  
SETTLEMENT  
AGREEMENT**

---

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

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

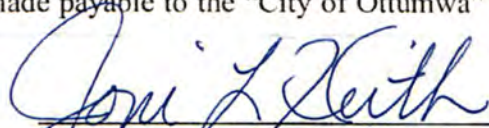
  
\_\_\_\_\_  
Signature Mic Jurgens

Senior Vice President

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

4/6/2020

  
\_\_\_\_\_  
Signature

City Attorney  
\_\_\_\_\_  
Title

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

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

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



\$ 300<sup>00</sup>

17861

### Ottumwa Police Department

For Tobacco Violation Ottumwa, Iowa, 4-16 2020

Received of HyVee, Inc.  
Three hundred 00 Dollars

Sale of Tobacco to minor - 1<sup>st</sup> Violation  
HyVee Gas #1

Fund 001-110-4765 By MCD




CITY OF OTTUMWA

STAFF SUMMARY

2020 APR 15 PM 2:50

Council Meeting of: April 21, 2020

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

\_\_\_\_\_  
Kala Mulder  
Department 

\_\_\_\_\_  
Joni Keith   
Prepared By  
\_\_\_\_\_  
Philip Rath   
City Administrator

AGENDA TITLE: Approve the Advantage Vision Plan Renewal Agreement between Avesis and the City of Ottumwa effective July 1, 2020.

\*\*\*\*\*

PURPOSE: Approve the Advantage Vision Plan Renewal Agreement between Avesis and the City of Ottumwa for a two-year period effective July 1, 2020 and authorize the Mayor to sign said agreement.

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

DISCUSSION: The City has been contracting with Avesis for its Advantage Vision Plan available for all full-time City employees at the employee's cost. The agreement is currently up for renewal. Avesis is proposing a two-year contract with the rates as proposed on the attached letter dated February 1, 2016. The rates will range from \$11.14 per month for single coverage to \$30.00 per month for family coverage. The Contract and the proposed rates would be in effect from July 1, 2020 through June 30, 2022. See attached letter, Agreement and Plan specifications.

February 1, 2020

RE: 60790-1315  
City of Ottumwa

Thank you for choosing Avēsis as your vision care provider. We are privileged to have you as our client and are committed to ensuring that City of Ottumwa receives the best vision care experience available. We look forward to continuing our relationship with you and serving as your vision carrier of choice in the coming years.

We are pleased to offer you a Two (2) year guarantee with the following premium rates:

Current Rates: \$10.82 / \$20.76 / \$22.64 / \$29.13  
Renewal Period: July 1, 2020 to June 30, 2022

Option 1 (Current Plan)

Renewal Plan: 933  
Lens Option Package: N/A  
Wholesale Frame Allowance: \$50  
Contact Lens Allowance: \$130  
Renewal Rates: \$11.14 / \$21.38 / \$23.32 / \$30.00

**We would also like to offer your group some additional benefit/plan options to better suit their needs!**

Option 2

Plan: 050130FZL3  
Lens Option Package: L3  
Wholesale Frame Allowance: \$50  
Contact Lens Allowance: \$130  
Renewal Rates: \$12.88 / \$24.91 / \$27.19 / \$35.06

Option 3

Plan: 050130FZL5  
Lens Option Package: L5  
Wholesale Frame Allowance: \$50  
Contact Lens Allowance: \$130  
Renewal Rates: \$13.80 / \$26.78 / \$29.24 / \$37.74

In order to renew your vision benefits or change to one of the new plans offered, please sign and return the attached Renewal Agreement with your Plan Choice marked and your vision plan will continue to remain in effect from July 1, 2020 to June 30, 2022. **Signed renewals should be emailed to: [ldevault@eyeplan.com](mailto:ldevault@eyeplan.com) or faxed to 1-515-657-4825 within 60 days of the renewal date.**

**\*\* If Avesis does not receive a signed renewal back by the date of the renewal, your current plan will renew at the new renewal rates listed above.**

If you should have any questions or need additional information regarding your renewal, please contact me at 800-797-6282 ext. 4824 or by email at [ldevault@eyeplan.com](mailto:ldevault@eyeplan.com).

Sincerely,  
Lori DeVault/Select Networks  
For the Avesis Account Management Team

\*Premium is subject to adjustment in the event of changes in benefits, contributions, or the number of eligible employees, or any future additional tax, fee or assessment imposed by the Federal or State governments with associated administrative costs and expenses.

## Group Vision Care Plan Renewal Agreement

Please select option below.

Group Number: 60790-1315  
Current Plan: 933  
Current Lens Option Package: N/A  
Current Wholesale Frame Allowance: \$50  
Current Contact Lens Allowance: \$130  
Current Rates: \$10.82 / \$20.76 / \$22.64 / \$29.13  
Renewal Period: July 1, 2020 to June 30, 2022

Option 1 (Current Plan)  
Plan: 933  
Lens Option Package: N/A  
Wholesale Frame Allowance: \$50  
Contact Lens Allowance: \$130  
Rates: \$11.14 / \$21.38 / \$23.32 / \$30.00

Option 2  
Plan: 050130FZL3  
Lens Option Package: L3  
Wholesale Frame Allowance: \$50  
Contact Lens Allowance: \$130  
Renewal Rates: \$12.88 / \$24.91 / \$27.19 / \$35.06

Option 3  
Plan: 050130FZL5  
Lens Option Package: L5  
Wholesale Frame Allowance: \$50  
Contact Lens Allowance: \$130  
Renewal Rates: \$13.80 / \$26.78 / \$29.24 / \$37.74

\*Premium is subject to adjustment in the event of changes in benefits, contributions, or the number of eligible employees, or any future additional tax, fee or assessment imposed by the Federal or State governments with associated administrative costs and expenses.

For: City of Ottumwa

Signature

Date

Tom X. Lazio, Mayor  
Typed or Printed Name

By: Avēsis Third-Party Administrator

Signature

2/1/2020

Date

Michael Reamer, CMO  
Typed or Printed Name

## Business Associates Agreement

I am an officer or authorized person of \_\_\_\_\_

and authorize \_\_\_\_\_

to access \_\_\_\_\_

information related to the enrollment and disenrollment, or summary health information (non-identifying information) as it relates to the insurance coverage underwritten by Fidelity Security Life Insurance Company. To effectively manage access, we require your company to inform us as soon as possible should there be a change of broker or other reason to modify account access.

Group Name \_\_\_\_\_ Broker Name \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_





CITY OF OTTUMWA

Staff Summary

2020 APR 15 PM 3:10

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

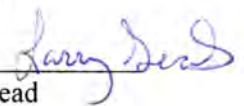
Council Meeting of: April 21, 2020

\_\_\_\_\_  
Ron Jacobsen

Prepared By

\_\_\_\_\_  
Public Works - WPCF  
Department

\_\_\_\_\_  
Larry Seals  
Department Head



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

AGENDA TITLE: Approve the purchase of a PolyBlend polymer mixer

\*\*\*\*\*

\*\*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 of a PolyBlend 1000-4.5 chemical mixing unit from Vessco Inc for the quoted price of \$12,990.

DISCUSSION: This chemical mixing equipment is used to mix polymer and water together and pumps it to the sludge press. The current one is not blending it properly with the water which in turn causes unmixed polymer getting to the sludge. Without proper mixing it requires more polymer usage when it is not necessary. It has been rebuilt 3 times since purchased in 1997 which makes it 23 years old.

This new unit will have a 1 year warranty and comes with programming and training included.

WPCF budgeted \$14,500 in 610-8-815-6727 and will be taken out of the line item.



CITY OF OTTUMWA, IOWA  
WATER POLLUTION CONTROL FACILITY  
PROPOSAL FOR A POLY BLEND 1000-4.5 DAA

Date 2-11-20

TO WHOM IT MAY CONCERN:

The undersigned has examined the detailed specifications for a Poly Blend 1000-4.5 DAA and agrees to furnish said Poly Blend in accordance with these documents.

\$12,994<sup>00</sup>

TOTAL CASH DELIVERED PRICE TO OTTUMWA, IOWA

PB1000-4.5AA

VALID 30 DAYS

MODEL BEING BID AND LENGTH OF TIME BID IS VALID

1 YEAR FROM SHIPMENT

WARRANTY, (Specify)

3-4 WEEKS

DELIVERY TIME REQUIRED

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

If my bid is accepted, the undersigned further agrees to enter into a contract for delivery of said refrigerated composite sampler according to instructions as issued by the City and at the time requested.

NESSCO INC

Name of Company

515-233-8599

Phone Number 612-805-6383 cell

By [Signature]  
Authorized Signature


2-11-20  
Date

VICE PRESIDENT  
Title

**From:** Jon Harger  
**Sent:** Tuesday, April 7, 2020 1:46 PM  
**To:** 'Doyle Moore' <[moored@ci.ottumwa.ia.us](mailto:moored@ci.ottumwa.ia.us)>  
**Subject:** PolyBlend

We will hold the same price as quoted for the PolyBlend unit.

**Jon P. Harger** | Vice President  
Vessco, Inc | 414 S 17<sup>th</sup> Street, Suite 101, Ames, IA 50010  
c: 612-805-6383 | w: 515-233-8599 [jharger@vessco.com](mailto:jharger@vessco.com)

 Celebrating 40 Years of Clean Water  
[www.vessco.com](http://www.vessco.com)

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CITY OF OTTUMWA, IOWA  
WATER POLLUTION CONTROL FACILITY  
PROPOSAL FOR A POLY BLEND 1000-4.5 DAA

Date

TO WHOM IT MAY CONCERN:

The undersigned has examined the detailed specifications for a Poly Blend 1000-4.5 DAA and agrees to furnish said Poly Blend in accordance with these documents.

\$14,371  
TOTAL CASH DELIVERED PRICE TO OTTUMWA, IOWA

PB1000-4.5 AA VALID 30 DAYS  
MODEL BEING BID AND LENGTH OF TIME BID IS VALID

ONE YEAR FROM SHIP DATE  
WARRANTY, (Specify)

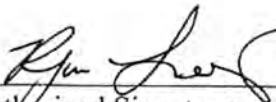
3-4 WEEKS  
DELIVERY TIME REQUIRED

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

If my bid is accepted, the undersigned further agrees to enter into a contract for delivery of said refrigerated composite sampler according to instructions as issued by the City and at the time requested.

MELLEN & ASSOCIATES, INC.  
Name of Company

712-322-9333  
Phone Number

By   
Authorized Signature

02/14/20  
Date

SALES MANAGER  
Title

# Item No. B.-11.

City of Ottumwa  
Staff Summary

2020 APR 16 PM 3:10

OTTUMWA

Council Meeting of: April 21, 2020

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

\_\_\_\_\_  
Finance Department  
Department

\_\_\_\_\_  
Kala Mulder  
Prepared By  
*Kala Mulder*  
\_\_\_\_\_  
Dept. Head

*Rly Pitt*  
\_\_\_\_\_  
City Administrator

Agenda Title: Resolution No. 68-2020 NAMING DEPOSITORIES FOR THE CITY OF OTTUMWA, IOWA.

.....

Purpose: Resolution No. 68-2020 designates the banking entities that the City is authorized to place funds on deposit.

Recommendation: Pass and Adopt Resolution No. 68-2020

Discussion: Updating depositories, Peoples State Bank was acquired by South Ottumwa Savings Bank. Included are all our depositories with updated amounts.

Source of Funds N/A

Budgeted Item N/A

Budget Amendment Needed N/A

RESOLUTION NO. 68-2020

A RESOLUTION NAMING DEPOSITORIES FOR THE CITY OF OTTUMWA, IOWA

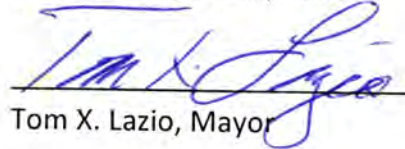
WHEREAS, Section 12C.2 of the Iowa Code requires the governing board (City Council) to approve authorized depositories.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa that the following institutions and amounts are hereby approved:

<u>Institutions</u>	<u>Address</u>	<u>Amount</u>
South Ottumwa Savings Bank	Ottumwa, Iowa	\$20,000,000
Wells Fargo Bank Iowa NA	Minneapolis, MN	\$10,000,000
U.S. Bank NA	Minneapolis, MN	\$10,000,000
Community 1 <sup>st</sup> Credit Union	Ottumwa, Iowa	\$10,000,000
Meridian Credit Union	Ottumwa, Iowa	\$ 1,000,000
River Community Credit Union	Ottumwa, Iowa	\$ 1,000,000

APPROVED, PASSED, AND ADOPTED this 21st day of April 2020.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:



Chris Reinhard, City Clerk





# Item No. B.-12.

## CITY OF OTTUMWA

### Staff Summary

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

2020 APR 15 PM 4:06

Council Meeting of: April 21, 2020

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

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

*[Signature]*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution #74-2020. Approving the contract, bond, and certificate of insurance for Milner Reconstruction 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 #74-2020.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Iowa Civil Contracting, Inc. of Victor, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 17, 2020 City Council Meeting in the amount of \$2,492,052.72.

Funding:	
City of Ottumwa:	\$1,979,057.82
Ottumwa Water Works:	\$ 512,994.90
	<u>\$2,492,052.72</u>

### **Budgeted**

	Funding Amount
Funding Sources-Entire Project	
Estimated Construction Cost	\$ 2,750,000
STBG/SWAP	\$ 1,629,508
ESRP	\$ 407,377
City Budgeted	\$ 2,036,885
Ottumwa Water	\$ 512,995

Source of Funds: STBG/SWAP, ESRP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #74-2020

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE MILNER STREET RECONSTRUCTION PROJECT

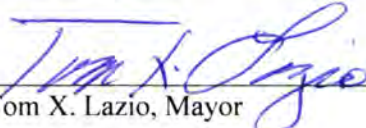
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Iowa Civil Contracting, Inc. of Victor, Iowa in the amount of \$2,492,052.72 based on total unit price and estimated quantities; and,

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 Iowa Civil Contracting, Inc. of Victor, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of April, 2020.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

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



# CONTRACT

**Letting Date:** Feb 18, 2020 10:00 A.M.

**Contract ID:** 90-5825-644

**Call Order No.:** 111

**County:** WAPELLO

**Project Engineer:** CITY OF OTTUMWA, CITY ENGINEER

**Cost Center:**

**Object Code:** 890

**DBE Commitment:** \$0.00

**Contract Work Type:** PCC PAVEMENT - REPLACE

This agreement made and entered by and between the Contracting Authority,  
CITY OF OTTUMWA  
and Contractor,

IOWA CIVIL CONTRACTING, INC.

Vendor ID: IO127

City: VICTOR

State: IA

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed herein, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto.

Contractor, for and in considerations of \$ 2,492,052.72 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set fourth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Contract Time of this Contract and assigned Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid Contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.



02/24/2020 11:52:05

AASHTOWare Project™ Version 4.2.2 Revision 034

Page 1 of 4

**Contract Project(s)**

---

**Contract ID:** 90-5825-644

**Call Order No.:** 111

**Letting Date:** Feb 18, 2020 10:00 A.M.

---

**Project Number:** STBG-SWAP-5825(644)--SG-90

**County:** WAPELLO

**Project Work Type:** PCC PAVEMENT - REPLACE

**Accounting ID:** 36636

**Location:** In the city of Ottumwa On Milner Street from Mary Street N 0.68 Miles to Burhus Street

**Route:** MILNER STREET

Non-Federal Aid - Predetermined Wages are not in Effect

---



02/24/2020 11:52:05

AASHTOWare Project™ Version 4.2.2 Revision 034

Page 2 of 4

**Contract Time**

**Contract ID:** 90-5825-644

**Call Order No.:** 111

**Letting Date:** Feb 18, 2020 10:00 A.M.

Site ID	Site Details	Liquidated Damages
00	Late Start Date 05/04/2020 100 WORK DAYS	\$1,500.00

(\*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit





02/24/2020 11:52:05

AASHTOWare Project™ Version 4.2.2 Revision 034

Page 3 of 4

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**Notes**

**Contracts ID:** 90-5825-644

**Call Order No.:** 111

**Letting Date:** Feb 18, 2020 10:00 A.M.

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**Notes :**

There are no notes for this contract.



02/24/2020 11:52:05

AASHTOWare Project™ Version 4.2.2 Revision 034

Page 4 of 4

**Contract Addenda**

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**Contract ID:** 90-5825-644

**Call Order No.:** 111

**Letting Date:** Feb 18, 2020 10:00 A.M.

---

No Addenda for this Contract.

## Contract Specifications List

Page 1 of 1

Contract ID: 90-5825-644

Call Order No.: 111

Letting Date: February 18, 2020 10:00 A.M.

Note	Description
001.2015	<p>*** STANDARD SPECIFICATIONS -- SERIES 2015 ***</p> <p>The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.</p>
410.11	<p>*** STORM WATER POLLUTION PREVENTION PLAN ***</p> <p>A Storm Water Pollution Prevention Plan has been developed by the Contracting Authority for one or more projects on this contract. See the project plans (or other contract document) for specific Storm Water Pollution Prevention Plan details.</p>
500.01	<p>*** WINTER WORK ***</p> <p>The free time allowed between November 15 and April 1 will not be permitted on this project. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day'.</p>
GS-15009	GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION



**Contract Schedule**

**Contract ID:** 90-5825-644

**Awarded Vendor:** IO127

IOWA CIVIL CONTRACTING, INC.

**SECTION 0001**

**Roadway Items**

**\$2,492,052.72**

**Alt Set ID:**

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2101-0850001 CLEARING AND GRUBBING	0.100 ACRE	33,600.00		3,360.00	
0020	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	9,836.000 CY	9.95		97,868.20	
0030	2102-2710090 EXCAVATION, CLASS 10, WASTE	200.000 CY	45.75		9,150.00	
0040	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	860.000 CY	23.25		19,995.00	
0050	2115-0100000 MODIFIED SUBBASE	2,875.700 CY	36.50		104,963.05	
0060	2123-7450020 SHOULDER FINISHING, EARTH	36.200 STA	303.00		10,968.60	
0070	2301-1033080 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	15,654.000 SY	58.20		911,062.80	
0080	2304-0101000 TEMPORARY PAVEMENT	250.000 SY	85.00		21,250.00	
0090	2404-7775000 REINFORCING STEEL	1,169.000 LB	3.50		4,091.50	
0100	2435-0250100 INTAKE, SW-501	1.000 EACH	4,100.00		4,100.00	
0110	2435-0250300 INTAKE, SW-503	1.000 EACH	6,300.00		6,300.00	
0120	2435-0600010 MANHOLE ADJUSTMENT, MINOR	15.000 EACH	1,310.00		19,650.00	



**Contract Schedule**

**Contract ID:** 90-5825-644

**Awarded Vendor:** IO127

IOWA CIVIL CONTRACTING, INC.

**SECTION 0001**

**Roadway Items**

**\$2,492,052.72**

**Alt Set ID:**

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	2435-0600020 MANHOLE ADJUSTMENT, MAJOR	7.000 EACH	2,640.00		18,480.00	
0140	2435-0600110 INTAKE ADJUSTMENT, MINOR	25.000 EACH	1,900.00		47,500.00	
0150	2435-0600120 INTAKE ADJUSTMENT, MAJOR	4.000 EACH	3,150.00		12,600.00	
0160	2502-8212036 SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	8,781.800 LF	10.60		93,087.08	
0170	2502-8221303 SUBDRAIN OUTLET, DR-303	54.000 EACH	470.00		25,380.00	
0180	2503-0114215 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 15 IN.	32.000 LF	81.00		2,592.00	
0190	2510-6745850 REMOVAL OF PAVEMENT	15,558.100 SY	4.50		70,011.45	
0200	2511-6745900 REMOVAL OF SIDEWALK	3,004.600 SY	4.00		12,018.40	
0210	2511-7526004 SIDEWALK, P.C. CONCRETE, 4 IN.	1,460.100 SY	38.00		55,483.80	
0220	2511-7526006 SIDEWALK, P.C. CONCRETE, 6 IN.	427.300 SY	66.50		28,415.45	
0230	2511-7528101 DETECTABLE WARNINGS	648.000 SF	32.00		20,736.00	
0240	2515-2475006 DRIVEWAY, P.C. CONCRETE, 6 IN.	1,576.600 SY	49.65		78,278.19	





**Contract Schedule**

**Contract ID:** 90-5825-644

**Awarded Vendor:** IO127

IOWA CIVIL CONTRACTING, INC.

**SECTION 0001**

**Roadway Items**

**\$2,492,052.72**

**Alt Set ID:**

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0250	2515-6745600 REMOVAL OF PAVED DRIVEWAY	1,576.600 SY	5.50		8,671.30	
0260	2518-6910000 SAFETY CLOSURE	21.000 EACH	50.00		1,050.00	
0270	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	32.000 EACH	285.00		9,120.00	
0280	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			37,400.00	
0290	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	11.100 STA	250.00		2,775.00	
0300	2528-8445110 TRAFFIC CONTROL	LUMP SUM			15,000.00	
0310	2533-4980005 MOBILIZATION	LUMP SUM			200,000.00	
0320	2549-0006210 SPOT REPAIR BY PIPE REPLACEMENT, BY COUNT	1.000 EACH	3,550.00		3,550.00	
0330	2549-0006220 SPOT REPAIR BY PIPE REPLACEMENT, BY LINEAR FOOT	26.000 LF	225.00		5,850.00	
0340	2552-0000300 TRENCH COMPACTION TESTING	LUMP SUM			10,500.00	
0350	2554-0114006 WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 6 IN.	481.000 LF	74.10		35,642.10	



**Contract Schedule**

**Contract ID:** 90-5825-644

**Awarded Vendor:** IO127

IOWA CIVIL CONTRACTING, INC.

**SECTION 0001**

Roadway Items

**\$2,492,052.72**

**Alt Set ID:**

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0360	2554-0114008 WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 8 IN.	129.000 LF	112.00		14,448.00	
0370	2554-0114012 WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 12 IN.	3,618.000 LF	53.00		191,754.00	
0380	2554-0114016 WATER MAIN, TRENCHED, POLYVINYL CHLORIDE PIPE (PVC), 16 IN.	30.000 LF	176.00		5,280.00	
0390	2554-0203000 FITTINGS BY WEIGHT, DUCTILE IRON	6,852.000 LB	5.40		37,000.80	
0400	2554-0204110 WATER SERVICE STUB, COPPER, 1 IN.	65.000 EACH	1,760.00		114,400.00	
0410	2554-0204120 WATER SERVICE STUB, COPPER, 2 IN.	5.000 EACH	2,500.00		12,500.00	
0420	2554-0207006 VALVE, GATE, DIP, 6 IN.	8.000 EACH	1,200.00		9,600.00	
0430	2554-0207008 VALVE, GATE, DIP, 8 IN.	3.000 EACH	1,700.00		5,100.00	
0440	2554-0207012 VALVE, GATE, DIP, 12 IN.	10.000 EACH	2,850.00		28,500.00	
0450	2554-0208012 TAPPING VALVE ASSEMBLY, 12 IN.	1.000 EACH	6,000.00		6,000.00	
0460	2554-0210201 FIRE HYDRANT ASSEMBLY, WM-201	5.000 EACH	4,900.00		24,500.00	



**Contract Schedule**

**Contract ID:** 90-5825-644

**Awarded Vendor:** IO127

IOWA CIVIL CONTRACTING, INC.

**SECTION 0001**

**Roadway Items**

**\$2,492,052.72**

**Alt Set ID:**

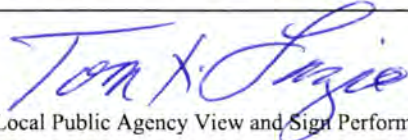

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0470	2555-0000010 DELIVER AND STOCKPILE SALVAGED MATERIALS	LUMP SUM			1,700.00	
0480	2599-9999005 (‘EACH’ ITEM) Manhole Adjustment Special	1.000 EACH	5,380.00		5,380.00	
0490	2599-9999010 (‘LUMP SUM’ ITEM) Water Main Abandonment	LUMP SUM			16,070.00	
0500	2601-2634100 MULCHING	1.300 ACRE	2,000.00		2,600.00	
0510	2601-2636044 SEEDING AND FERTILIZING (URBAN)	1.300 ACRE	2,500.00		3,250.00	
0520	2602-0000020 SILT FENCE	300.000 LF	5.20		1,560.00	
0530	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	300.000 LF	4.30		1,290.00	
0540	2602-0000309 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	465.000 LF	5.00		2,325.00	
0550	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	465.000 LF	3.00		1,395.00	
0560	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	500.00		500.00	
<b>Total Bid:</b>						<b>\$2,492,052.72</b>

# Doc Express Document Signing History

Contract: 90-5825-644 Document: BO 111 90-5825-644 200218 CONTRACT

This document is in the process of being signed by all required signatories using the Doc Express service. Following are the signatures that have occurred so far.

Date	Signed By
04/07/2020	Teri Neuhaus Iowa Civil Contracting Inc. Digital Signature (Signed by Contractor)
4.21.2020	 (Local Public Agency View and Sign Performance Bond ) <span style="float: right; margin-right: 50px;">Tom X. Lazio Mayor City of Ottumwa</span>
4.21.2020	 (Local Public Agency Signed Contract (by Authorized Signatory)) <span style="float: right; margin-right: 50px;">Tom X. Lazio Mayor City of Ottumwa</span>
	(Check by Contracts and Specifications Bureau (DOT))
	(Signed by Contracts and Specifications Bureau (DOT))
	(Marked Completed by Contracts and Specifications Bureau (DOT))









# IOWA DOT

## CONTRACTOR'S PERFORMANCE BOND

BUSINESS15155

Bond Number: IAC590088

Contract I.D.: 90-5825-644

County: Wapello

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Iowa Civil Contracting, Inc.

of

1106 3rd Street Victor Iowa 52347

(hereinafter called the *Principal*) and

Merchants Bonding Company (Mutual)

of

PO Box 14498 Des Moines Iowa 50306

(hereinafter called the *Surety*) are held and firmly bound unto the  
City of Ottumwa

(Iowa DOT, County, or City name, etc.)

(hereinafter called the *Contracting Authority*) Iowa, in the sum of

Two Million Four Hundred Ninety Two Thousand Fifty Two and 72/100

dollars

(\$ 2,492,052.72 ),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform

PCC Pavement - Replace as called for Letting February 18, 2020; Project Number: STBG-SWAP-5825 (644)--SG-90

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

# IOWA DOT

## CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC590088  
Contract I.D.: 90-5825-644  
County: Wapello

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6 day of April, 20  

**Jay D. Freiermuth**  
Attorney-in-fact  
Holmes Murphy & Associates, Inc.

By: *Tom X. Long*  
Mayor  
Title

By: *Christie Reuland*  
City Clerk  
Title

Address: 105 E Third St. Ottumwa, IA 52501

By: \_\_\_\_\_  
Principal  
Title

By: \_\_\_\_\_  
Surety  
Title  
Address: \_\_\_\_\_

**For contracts where a County Board of Supervisors is the Contracting Authority:**

This bond approved by the Board of Supervisors of \_\_\_\_\_ County,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
Signature Title

**For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:**

This bond approved by the \_\_\_\_\_  
(Contracting Authority)  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
Signature Title

**DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS**

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

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

Anne Crowner; Brian M Deimerly; Cindy Bennett; Craig E Hansen; Dione R Young; Jay D Freiermuth; Jody Decker; Kathleen Brewer; Kevin J Knutson; Lacey Cramblit; Michelle R Gruis; Shirley S Bartenhagen; Stacy Venn; Tim McCulloh

of Des Moines and State of Iowa their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TWENTY MILLION (\$20,000,000.00) DOLLARS**

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of April, 2015.



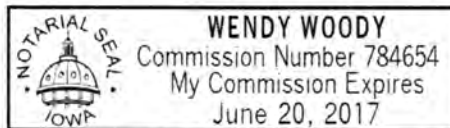
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 8th day of April, 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Wendy Woody*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6 day of 4, 2020



*William Warner Jr.*  
Secretary



# Item No. B.-13.

CITY OF OTTUMWA

Staff Summary

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

2020 APR 16 PM 4:06

Council Meeting of: April 21, 2020

Engineering Department  
Department

Alicia Bankson  
Prepared By  
*Larry Seal*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution #75-2020. Approving the contract, bond, and certificate of insurance for the Ward Street Bridge Replacement 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 #75-2020.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Iowa Bridge & Culvert of Washington, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the April 7, 2020 City Council Meeting in the amount of \$419,635.55.

Bid Amount: \$419,635.55  
Engineers estimate: \$408,505.40

Funding: 80/20

	<u>Federal</u>	<u>Local</u>	
HBP	\$352,160		\$ <u>352,160</u>
CIP		\$ 88,040	\$ <u>88,040</u>
			\$ <u>440,200</u> Total Project

Source of Funds: HBP Grant/CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #75-2020

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE WARD STREET BRIDGE REPLACEMENT PROJECT

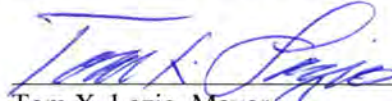
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Iowa Bridge & Culvert of Washington, Iowa in the amount of \$419,635.55 based on total unit price and estimated quantities; and,

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 Iowa Bridge & Culvert of Washington, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of April, 2020.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk





**SECTION 00500**  
**CONTRACT**

THIS AGREEMENT, made and entered into this **April 21, 2020**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Iowa Bridge & Culvert, LC of Washington, 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: **“Ward Street Bridge Replacement - 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 50 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 **\$419,635.55** 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 *Tra X. Ligo*  
Title Mayor

ATTEST:

*Christa Reulard*  
Title City Clerk

*Iowa Bridge & Culvert Co*  
Contractor

By *B. J. [Signature]*  
Title President

Address P.O. Box 13

City, State, Zip Washington, IA 5235





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

KNOW ALL PERSONS BY THESE PRESENTS: that

Iowa Bridge & Culvert, L.C.

(Name of Contractor)

P. O. Box 13, Washington, IA 52353

(Address of Contractor)

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

Merchants Bonding Company (Mutual)

(Name of Surety)

P. O. Box 14498, Des Moines, IA 50306

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Four Hundred Nineteen Thousand Six Hundred Thirty-Five and 55/100  
(\$ 419,635.55 ) 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 21st day of April, 2020, a copy of which is hereto  
attached and made a part hereof for the construction of:

**Ward Street Bridge Replacement**

**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 21st day of April, 2020.

ATTEST:

Mary Nibel  
(Principal) Secretary

Iowa Bridge & Culvert, L.C.  
By [Signature] Principal (s)

(SEAL)

P. O. Box 13  
Washington, IA 52353  
(Address)

Jan Bell  
(Witness as to Principal)  
P. O. Box 13  
Washington, IA 52353  
(Address)

ATTEST:

Peggy Grim  
(Surety) Secretary

Merchants Bonding Company (Mutual) (s)  
Surety

(SEAL)

Peggy Grim  
Witness as to Surety  
P. O. Box 14498  
Des Moines, IA 50306  
(Address)

By Abigail Mohr Attorney-in-Fact Abigail R. Mohr  
P. O. Box 14498  
Des Moines, IA 50306  
(Address)



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



**SECTION 00520  
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

Iowa Bridge & Culvert, L.C.  
(Name of Contractor)

P. O. Box 13, Washington, IA 52353  
(Address of Contractor)

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

Merchants Bonding Company (Mutual)  
(Name of Surety)

P. O. Box 14498, Des Moines, IA 50306  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa  
(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501  
(Address of Owner)

hereinafter called OWNER, in the penal sum of Four Hundred Nineteen Thousand Six Hundred Thirty-Five and 55/100  
( \$ 419,635.55 ) 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 21st day of April, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

**Ward Street Bridge Replacement  
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.



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Abigail R Mohr; Enid P Devries; John R Fay; Kent M Rosenberg; Mat DeGroote; Matthew R Fay; Michael L McCoy

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020

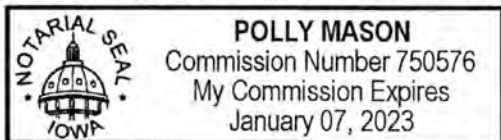


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

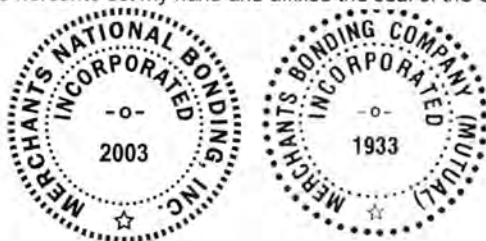


*Polly Mason*  
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21st day of April, 2020



*William Warner Jr.*  
Secretary



CITY OF OTTUMWA

APR 21 4:39 PM

STAFF SUMMARY

Council Meeting of: April 21, 2020

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

\_\_\_\_\_  
City Clerk  
Department

\_\_\_\_\_  
Joni Keith  
Prepared By  
\_\_\_\_\_  
Chris Reinhard  
Department Head

\_\_\_\_\_  
Phil Rath, City Administrator

AGENDA TITLE: Approve Resolution #76-2020, which waives the licensing fee for participants in the Lemonade Day Event within the City of Ottumwa.

\*\*\*\*\*

PURPOSE: Approve the limited waiver of the Peddlers/Transient Merchants licensing fee and background checks for those participating in the Lemonade Day Event in the City.

RECOMMENDATION: Adopt and Approve Resolution #72-2020.

DISCUSSION: The City of Ottumwa and Greater Ottumwa Partners in Progress, Inc. are creating a free, community-wide, educational initiative designed to teach children how to start, own and operate their own business – a lemonade stand. This event, known as the Lemonade Day Event, is tentatively scheduled for May 16, 2020, although it may be postponed pending the possible need to reschedule due to current events. Under Article VI – Peddlers/Transient Merchants Code of Ordinances, Sections 22-168 to 169, City Code provides that the definition of transient merchants would include temporary lemonade stands. This resolution requests that the licensing fees and background check requirements be waived for those participating in the Lemonade Day Event, when it is held.

**RESOLUTION #76-2020**

**A RESOLUTION APPROVING THE LIMITED WAIVER OF THE PEDDLERS/TRANSIENT MERCHANTS LICENSING FEE FOR PARTICIPANTS IN THE LEMONADE DAY EVENT.**

WHEREAS, the City and Greater Ottumwa Partners in Progress, Inc. are sponsoring and creating a free, community-wide, educational initiative designed to teach children how to start, own and operate their own business – a lemonade stand; and

WHEREAS, this event will teach children entrepreneurial skills by creating a budget, setting profit-making goals, serving customers, repaying investors and giving back to the community; and

WHEREAS, the City Code's definition of a peddler/transient merchant would include lemonade stands requiring a license and background check; and

WHEREAS, it is necessary that the City suspend and waive the license fee and background checks for participants in the City's Lemonade Day Event.


NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The City's required licensing fee and background check for participants in the City's Lemonade Day Event when it takes place will be suspended and waived for that event only.

APPROVED, PASSED, AND ADOPTED, this 21st day of April, 2020.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

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









## Main Street Ottumwa's 2020 Strategic Priorities

1. Support Downtown Businesses
2. Foster a strong Organization and Support System
3. Create a Vibrant and Active Downtown

### Board & Executive Director

<u>Task</u>	<u>Status/Timeline</u>
Main Street Training and professional development	ED attended Spring Workshop. Other in-person events have been postponed; however, online webinars are being considered by MSI.
MSI Partnership Visit	April 9 – Postponed (No new date set)
Apply for Great American Main Street Award	Postpone until 2021.
Assist with BUILD Grant Application	Application is due May 18.
Assist with application for Iowa Great Places	Application is due June 1.
Quarterly Meeting for City Council	January 21 (Complete) April 21 (Tonight) July 21 (Planned) October 20 (Planned)
National Accreditation for Main Street America	Typically done in December.

### Design Committee

<u>Task</u>	<u>Status/Timeline</u>
Alley Pianos	Piano taken off the street due to Coronavirus. Repairs expected over the summer.
Paint Iowa Beautiful Grant	Did not get a project to submit this year. Plan to find a project and apply next year.
Clean-Up Days	April 18 (Postponed), September 26 (Planned)
Hanging Baskets & Sidewalk Pots	Plants have been ordered & planting will take place in April/May.
Jefferson Street Viaduct Accent Light Replacement	Grants secured for full funding. Lights, fencing, and electronics installed. Lighting party to be held virtually on April 22 at 8:40 PM.
Upstairs/Downtown Tours	Plans being developed to hold virtual tours.
Urban Oasis Downtown Garden Tour	Scheduled for July 10. May be held virtually.
Seasonal Vacant Window Decorating	March (Complete) June (Planning in Progress) September (Planned)
Holiday Window Decorating Contest	November 19 (Planned)
Winter Decorations	Planned for mid-November



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





## Economic Vitality Committee

<b>Task</b>	<b>Status/Timeline</b>
Form New Committee	Complete
Open 4 Business Competition	Application Submitted April 17.
Challenge Grant Application	Typically, due in the fall.
Upper Story CDBG Application	
Market Analysis with Main Street Iowa	Market information updated in February.
Pop-Up Workshop(s) and Event(s)	
Update District Stats	Ongoing

## Organization Committee

<b>Task</b>	<b>Status/Timeline</b>
Budget	
Website Updates	Added COVID Resources for small businesses & developing Bridge Lights information page
Quarterly Newsletters	Winter (Complete) Spring (In Progress) Summer (Planned) Fall (Planned)
Volunteer Recruitment Event	Held February
Form SSMID Committee & Priorities	Starting in May
Fundraising Letter Campaign	Planned for July
Downtown Tours and Speakers Group	
Downtown Diva Software Update	Ongoing
Central Park Holiday Trees	Send Letters in September, Install November
Farm-to-Table Dinner	September 18 (Planned)
Holiday Tour of Homes	December 4-5 (Planned)
Annual Report	Planned for December

## Social Promotions Committee

<b>Task</b>	<b>Status/Timeline</b>
Movies in the Park	June 20 (Planned) July 18 (Planned) August 15 (Planned)
Canteen Eating Contest	Cancelled
Build it! Dig it! Do it!	July 16 – May push to the Fall w/Ribbon Cutting
Makers Market	September 19 (Planned)
History Walk	October 16, 23, & 30 (Planned)
Streetscape Ribbon Cutting	TBD Based on Construction Progress



## Business Promotions Committee

<b>Task</b>	<b>Status/Timeline</b>
Paint Crawl	March 27 – Postponed (No new date set)
Ladies Night Out	April 24 – Postponed (No new date set)
Main Street Madness	June 6 – Postponed (No new date set)
Wine Stroll	June 18 – Postponed (No new date set)
Junk Jaunt	September 18-20 (Planned)
Witch Way to Main	October 29 (Planned)
Holiday Open Houses	November 19 (Planned)
Small Business Saturday	November 28 (Planned)
Last-minute Shoppers	December 17-19 (Planned)



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





2020 AWARDS  
MAIN STREET IOWA

THE IOWA ECONOMIC DEVELOPMENT AUTHORITY AND MAIN STREET IOWA

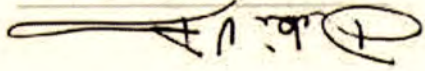
HEREBY RECOGNIZE

**OTTUMWA**

for dedication to the Main Street Approach™ and surpassing a significant benchmark of private dollars invested in the designated Main Street district since 2006.

This award recognizes Ottumwa as a

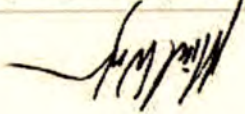
**\$20 MILLION DOLLAR  
MAIN STREET DISTRICT**

  
Debi V. Durham, IEA Director

economic development  
**IOWA**



April 3, 2020

  
Michael Wogler, State Coordinator

MAIN STREET  
**IOWA**



CITY OF OTTUMWA

Staff Summary

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

2020 APR 16 PM 4:00  
CITY  
OTTUMWA

Council Meeting of: April 21, 2020

Alicia Bankson

Prepared By



Department Head

Engineering  
Department



City Administrator Approval

AGENDA TITLE: Presentation Reviewing 2017-2019 Energy Efficiency Improvements.

\*\*\*\*\*

\*\*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: Accept Presentation

DISCUSSION: In FY2016, initial efforts were made to establish an organized City-Wide Energy Efficiency Program. The program began with energy audits performed by consultants from ClearResult and Michael's Energy with the audits paid by Alliant and MidAmerican Energy.

Calendar year 2017 was the first full year of the program where energy efficiency improvements were made. The attached spreadsheets show all the projects undertaken that qualified for rebates and/or energy savings. In summary, the following are the totals of energy costs avoided for 2017-19 and total Alliant Energy costs for all facilities:

	<u>Costs Avoided</u>	<u>Alliant Energy Costs</u>
2017	\$53,408.31	\$1,075,200.47
2018	\$124,683.62	\$1,056,128.45
2019	\$230,671.38	\$1,328,004.49

**2017 LIGHTING PROJECTS**

	PROJECT	PROJECT DESCRIPTION	PREVIOUS WATTS	REPLACEMENT LED WATTS	ACCOUNT #	TTL # UNITS	REBATE \$	EQUIP COST	TTL INSTALL COST	ESTIMATED KWH \$	Annual Hrs Operational	Annl Operating Cost Avoided
1	Airport	LED 4' Interior	32	10	84-01-191-2355-01	50	\$ 243.05	\$ 97.22	Note 1	\$ 0.17	4380	\$ 819.06
2	Beach - HI Bay Indoor Pool	LED Nicor High Bay	400	100	5439251000	8	\$ 1,400.00	\$ 3,146.72	Indeterminable	\$ 0.17	3650	\$ 1,489.20
3	Exterior / Street Lights	LED 1010 Gateway Drive	432	160	110-2-297-6507	15	Note 2	\$ 4,050.00	Note 1	\$ 0.17	4380	\$ 3,037.97
4	Exterior / Street Lights	LED 1011 Gateway Drive	432	160	110-2-230-6531	1	Note 2	\$ 270.00	Note 1	\$ 0.17	4380	\$ 202.53
5	Exterior / Street Lights	LED North of Quincy and North Mall; 311 West Main; W Main & Marion; 226 W Main; 209 W Main; W Main & Washington; Main & Court; 115 E Main; 127 E Main; E Main and Market; W. of Wells Fargo on Marion; Marion & 4th; 2nd & Wapello; Main & Wapello; 4th & Green; ; Church and Cook; NW Roundabout 34 W; 631,725, 733, 819, 903 Church; NE Corner 34 & Quincy; NE Corner 4th & Wapello; Fire Station No. 2 N. Ransom; Penn & Jeff	400	160	110-2-230-6531	29	Note 2	\$ 7,830.00	Note 1	\$ 0.17	4380	\$ 5,182.42
6	Exterior / Street Lights	LED 107 N Court Sternberg	150	54	110-2-230-6531	1	Note 2	\$ 85.14	Note 1	\$ 0.17	4380	\$ 71.48
7	Exterior / Street Lights	LED Library Central Park Sternberg	150	54	110-2-230-6531	1	Note 2	\$ 85.14	Note 1	\$ 0.17	4380	\$ 71.48
8	Exterior / Street Lights	LED 550 Gateway Drive	150	50	673-843-4726	3	Note 2	\$ 505.62	Note 1	\$ 0.17	4380	\$ 223.38
9	Exterior / Street Lights	LED Jimmy Jones Shelter	150	50	673-843-4726	2	Note 2	\$ 337.08	Note 1	\$ 0.17	4380	\$ 148.92
10	Exterior / Street Lights	LED Memorial Park	400	129	673-843-4726	1	Note 2	\$ 207.00	Note 1	\$ 0.17	4380	\$ 201.79
11	WPCF	Various LED Lights - 34 Ttl	5550	2657	6544701000	34	\$ 3,225.00	\$ 6,403.91	Note 1	\$ 0.17	5000	\$ 2,459.05
<b>2017 OTHER ENERGY EFFICIENCY PROJECTS</b>												
12	Beach	Boiler Replacement		94% Efficiency		1	Note 7		\$ 99,607.00	Note 3		\$ 2,582.00
13	Fire Station No. 2	Attic Insulation	Exist. R-Value: 5	Added R-Value: 38	89230-88	3016	\$ 2,216.76	\$ 4,517.00	Note 4			\$ 672.42
14	Ottumwa Public Library	Programmable Thermostat			2295799944	2	\$ 50.00					Note 5
15	Ottumwa Public Library	Air Conditioner/Chiller	Exist. EER: 8.4	New EER: 12.5	2295799944	3	\$ 700.00	\$ 64,850.00	\$ 0.17		2160	\$ 2,196.00
16	Transit	Boiler Replacement				1	\$ 330.00	\$ 5,663.00				Note 6
							<b>TOTALS</b>	\$ 7,921.76	\$ 22,920.61	Indeterminable		\$ 18,538.64
<b>PREVIOUS ENERGY EFFICIENCY PROJECTS</b>												
17	Bridgeview Center	2016 Building Automation Controls								Note 3		\$ 34,869.67

**TOTAL ENERGY COSTS AVOIDED FOR 2017**

**\$ 53,408.31**

- Note 1: Equipment installed by staff.
- Note 2: Rebate information not available and /or no rebate given by provider.
- Note 3: Calculations from feasibility analysis.
- Note 4: Calculations from online calculator
- Note 5: Projected savings unknown.
- Note 6: Savings Unknown. Information for existing boiler not available.
- Note 7: Rebate lost due to change in provider.

These numbers provide an approximate estimated potential savings. Actual savings can vary greatly depending on many factors including variations in energy prices, accuracy of information used in calculations and other variables.

2018 LIGHTING PROJECTS

	PROJECT	PROJECT DESCRIPTION	PREVIOUS WATTS	REPLACEMENT LED WATTS	ACCOUNT #	TTL # UNITS	REBATE \$	EQUIP COST	TTL INSTALL COST	ESTIMATED KWH \$	Annual Hrs Operational	Annl Operating Cost Avoided
1	Airport	LED 4' Interior Big Hangar	640	280	110-2-230-6531	20	Note 2	Indeterminable	Note 1	\$ 0.17	5000	\$ 6,120.00
2	Airport	LED 4' Interior Big Hangar	4352	1840	110-2-230-6531	46	Note 2	\$ 1,766.40	Note 1	\$ 0.01	5000	\$ 5,777.60
3	Beach	LED Hi Bay Indoor Pool	400	100	5439251000	17	\$ 1,555.50	\$ 3,111.00	\$ 9,954.00	\$ 0.17	3650	\$ 3,164.55
4	Beach	LED Parking Lot	1000	240	5439251000	6	\$ 1,050.00	\$ 2,987.22	Note 1	\$ 0.17	4000	\$ 3,100.80
5	City Hall	LED Screw-Ins	400	80	4521721000	4	\$ 57.00	\$ 114.00	Note 1	\$ 0.17	6000	\$ 1,305.60
6	Parks	LED 1010 1/2 Gateway - Parks	192	47	110-2-297-6507	3	\$ 138.00	\$ 276.00	Note 1	\$ 0.17	5000	\$ 369.75
7	Parks	LED 1010 1/2 Gateway - Parks	400	128	110-2-297-6507	6	\$ 1,050.00	\$ 2,304.00	Note 1	\$ 0.17	5000	\$ 1,387.20
8	Parks	LED 1010 1/2 Gateway - Parks	600	182	110-2-297-6507	7	\$ 788.66	\$ 1,577.31	Note 1	\$ 0.17	5000	\$ 2,487.10
9	Public Works	LED 1010 Gateway	250	243	110-2-297-6507	3	\$ 300.00	\$ 679.38	Note 1	\$ 0.07		
10	Exterior / Street Lights	LED Quail Creek	400	86	110-2-230-6531*	1	\$ 75.00	\$ 384.00	Note 1	\$ 0.17	4000	\$ 213.52
11	Exterior / Street Lights	LED Quail Creek	400	54	110-2-230-6531*	4	Note 2	\$ 200.85	Note 1	\$ 0.17	4000	\$ 941.12
12	Exterior / Street Lights	LED Street Lights	400	160	110-2-230-6531*	21	\$ 2,954.91	\$ 5,909.82	Note 1	\$ 0.17	4000	\$ 3,427.20
13	Exterior / Street Lights	LED Street Lights	400	160	110-2-230-6531*	16	\$ 2,160.00	\$ 4,320.00	Note 1	\$ 0.17	4000	\$ 2,611.20
							\$ 10,129.07					
<b>2018 OTHER ENERGY EFFICIENCY PROJECTS</b>												
14	Recycling-Haz Mat	Building Ceiling Insulation	Before R=2	After R=20	5439251000	1	\$ 3,847.20	Included	\$ 12,700.00	0.017	8800	\$ 5,500.00
		Building Wall Insulation	Before R=2	After R=13	5439251000							
					<b>TOTALS</b>		\$ 13,976.27	\$ 23,629.98	Indeterminable			\$ 36,405.64
<b>PREVIOUS ENERGY EFFICIENCY PROJECTS</b>												
15	Bridgeview Center	2016 Building Automation Controls										\$ 34,869.67
16	Various Facilities	2017 Energy Costs Avoided										\$ 53,408.31

TOTAL ENERGY COSTS AVOIDED FOR 2018

\$ 124,683.62

Note 1: Equipment installed by staff.

Note 2: Rebate information not available and/or no rebate given by provider.

Indeterminable: Purchase slip / invoice can't be found or labor costs unavailable

These numbers provide an approximate estimated potential savings. Actual savings can vary greatly depending on many factors including variations in energy prices, accuracy of information used in calculations and other variables.





CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\*** 16 PM 3:18

Council Meeting of: April 21, 2020

Engineering Department  
Department

Alicia Bankson  
Prepared By  
*Larry Seed*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Additional Professional Engineering Services for easement plats and descriptions (temporary and/or permanent) for the CSO Blake's Branch, Phase 8, Division 1 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: Authorize payments for Professional Services for easement plats.

DISCUSSION: A Professional Services Agreement was entered into with Garden & Associates on October 18, 2019 at an hourly rate for the first four identified easements. It is estimated that each easement plat would cost between \$1,125 and \$1,325. As the sewer alignment designed was developed seven additional easements were identified for the Phase 8 Division I project. One of the seven is to clean-up and complete a ROW vacate from 2003.

The same hourly rate contract will be used to finish the remaining survey plats.

4 easement estimate at	\$4,500	11 X \$1,125 =	\$12,375
7 easement	\$7,875	11 X \$1,325 =	\$14,575

Estimate for Phase 8 Div. I \$14,575

PROFESSIONAL SERVICES AGREEMENT

This agreement made between City of Ottumwa, Iowa

the CLIENT and GARDEN & ASSOCIATES, LTD., the CONSULTANT, for services concerning the following PROJECT:

Elm Street sewer separation project.

GARDEN & ASSOCIATES, LTD. agrees to perform the following professional services in connection with the PROJECT:

Prepare easement plats and descriptions (temporary and/or permanent) for four affected properties.

The CLIENT hereby agrees to provide the CONSULTANT all criteria, design and construction standards, and full information as to the CLIENT'S requirements for the PROJECT. Other terms and conditions of this contract, including time of performance are as follows:

None.

The CLIENT agrees to compensate the CONSULTANT for services rendered under this agreement on the following basis:

Standard hourly rates with an estimated cost of \$4,500. Rate schedule is attached.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED HERETO.

This agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

*Darryl Sead*

CLIENT

10-18-19

DATE

*Benjamin White*

FOR GARDEN & ASSOCIATES, LTD.

10/16/19

DATE

**ATTACHMENT TO AGREEMENT FOR PROFESSIONAL SERVICES**  
**GENERAL CONDITIONS**

**Reference Conditions:** Garden & Associates, Ltd. will hereinafter be referenced as CONSULTANT and the above referenced CLIENT will be referred to as CLIENT. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

**Change Order:** The term "Change Order" as used herein is a written order to CONSULTANT and signed by CONSULTANT and CLIENT, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

**Severability:** The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereto shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

**Billings/Payments:** Invoices for services shall be submitted at CONSULTANT's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, CONSULTANT may, without waiving any claim or right against the CLIENT and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of CONSULTANT. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection including reasonable attorney's fees.

**Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Applicable Law:** The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Iowa.

**Standard of Care:** Services performed by CONSULTANT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty of guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

**Professional Liability:** CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all construction contractors and subcontractors on the "Project" arising from negligent professional acts, errors, or omissions, such that CONSULTANT's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater.

**Indemnification:** The CLIENT shall indemnify and hold harmless CONSULTANT and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except CONSULTANT). CONSULTANT shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of CONSULTANT or anyone directly or indirectly employed by CONSULTANT (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and CONSULTANT, then the responsibility shall lie between the CLIENT and CONSULTANT in proportion to their contribution of negligence. In no case shall CONSULTANT's liability exceed the limit of liability established under the Professional Liability Section of this contract, and in no event shall liability exist for any lost profits or loss of use.



**Terms:** Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the Agreement until the date of completion of the services or either party becomes insolvent, make an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate the Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, CLIENT shall pay and reimburse CONSULTANT for services rendered and costs incurred by CONSULTANT prior to the effective date of termination. The indemnification of CONSULTANT by CLIENT wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

**Without Representation or Warranty:** CONSULTANT makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. CONSULTANT assumes no responsibility with respect to CLIENT's use thereof.

**Applicability:** These General Conditions, being part of an Agreement for Professional Services between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

**On-site Observation:** In the event that any on-site observation of Contractors' work shall be included as a part of these services, the CONSULTANT shall endeavor to guard the CLIENT against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee or warrant the performance of the Contractor. The CONSULTANT is not responsible for the construction means, methods, techniques, sequence or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The CONSULTANT is not responsible for the Contractor's failure to execute the work in accordance with the construction contract, nor is the CONSULTANT responsible for defects or omissions in work performed as part of any construction contract by the Contractor, or any Subcontractors or any of the Contractor's or Subcontractor's employees, or that of any person or entities responsible for performing such work.

**Time of Performance:** Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.

**Opinion of Construction Cost:** Any Opinion of Construction Cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to client.

**Additional Services:** Normal and customary services do not include services as defined as Additional Services. Additional Services shall be performed as requested in writing by the CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the CONSULTANT's Standard Fee Schedule or as set forth in a written Scope of Services defined by the CLIENT and the CONSULTANT.

**Fee Schedule:** Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges and reimbursable expenses for services and costs incurred by CONSULTANT, they shall be based on the annually adopted Standard Rate Schedule of CONSULTANT for the period from March 1<sup>st</sup> through February 28<sup>th</sup> of each year. The Standard Rate Schedule will annually be subject to change each March 1<sup>st</sup> of each year.

**Enforcement:** In the event Client should fail to perform any obligation hereunder, Client agrees to pay all costs of enforcement, including CONSULTANT's reasonable attorney fees and court costs. The parties further agree that in the event of litigation thereon, that the District Court of Mahaska County shall have exclusive jurisdiction, unless waived in writing by CONSULTANT.



**GARDEN & ASSOCIATES, LTD.  
2019 RATE SCHEDULE**

<b><u>CLASSIFICATION</u></b>	<b><u>Hourly Rate</u></b>
Principal Engineer	\$ 145.00
Project Manager	\$ 140.00
Engineer 1	\$ 128.00
Engineer 2	\$ 117.00
Engineer 3	\$ 108.00
Engineer 4	\$ 100.00
Engineer 5	\$ 93.00
Surveyor 1	\$ 118.00
Surveyor 2	\$ 114.00
Surveyor 3	\$ 96.00
Technician 1	\$ 105.00
Technician 2	\$ 92.00
Technician 3	\$ 87.00
Technician 4	\$ 81.00
Technician 5	\$ 71.00
Technician 6	\$ 57.00

**REIMBURSABLE EXPENSES**

Mileage, Per Mile	\$ 0.58
Printing, Per Square Foot	\$ 0.25
Printing - Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.25
Copying - Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 45.00
Robotic Total Station Equipment, Per Hour	\$ 45.00
ATV GPS Mapping, Per Hour	\$ 120.00
Laser Scanning, Per Hour	\$ 150.00
GIS, Mapping Equipment, Per Hour	\$ 10.00

**OTHER REIMBURSABLE EXPENSES**

- 1 Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
- 2 All other direct expenses will be invoiced at cost.

**ADJUSTMENTS TO FEE SCHEDULE**

- 1 Rate Schedule effective March 1, 2019 through February 28, 2020. The Rate Schedule shall be subject to change each March 1st of each year.

2020 APR 15 10:55 AM  
**CITY OF OTTUMWA**  
Staff Summary

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

Item G-1  
moved to H-10.  
Vote No longer  
needed based on  
Item H-3.

Council Meeting of : Apr 21, 2020

David Silverio

Prepared By

Transit

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 48-2020 authorizing the Mayor to sign the DOT resolution.

\*\*\*\*\*



\*\*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:
- A. Open the public hearing.
  - B. Receive comments.
  - C. Close the public hearing.
  - D. Pass and adopt Resolution No. 48-2020.

DISCUSSION: Application to receive State and Federal funding. The Consolidated Funding Application allows Transit to receive STA and FTA funding. FTA \$387,264; STA \$212,966; and Federal Capital Assistance of \$126,395. This is the primary funding for Ottumwa Transit's operation.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

**RESOLUTION NO. 48-2020**

No Vote taken  
Item Removed

RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE DEPARTMENT OF  
TRANSPORTATION RESOLUTION ALLOWING OTTUMWA TRANSIT TO RECEIVE  
STATE FUNDING

WHEREAS, The City of Ottumwa, Iowa is eligible for State and Federal funding for transit operation; and,

WHEREAS, The City Council of the City of Ottumwa, is authorized to allow the Mayor to sign the Authorizing Resolution allowing Transit to receive State and Federal funds.

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

The Mayor is authorized to sign the DOT Authorizing Resolution.

APPROVED, PASSED, AND ADOPTED this 21st day of April, 2020.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Tom Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Chris Reinhard, City Clerk

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

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

Council Meeting of : Apr 21, 2020

David Silverio

Prepared By

Transit

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution 48-2020 authorizing the Mayor to sign the DOT resolution.

\*\*\*\*\*



\*\*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:
- A. Open the public hearing.
  - B. Receive comments.
  - C. Close the public hearing.
  - D. Pass and adopt Resolution No. 48-2020.

DISCUSSION: Application to receive State and Federal funding. The Consolidated Funding Application allows Transit to receive STA and FTA funding. FTA \$387,264; STA \$212,966; and Federal Capital Assistance of \$126,395. This is the primary funding for Ottumwa Transit's operation.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:



**RESOLUTION NO. 48-2020**

**RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE DEPARTMENT OF  
TRANSPORTATION RESOLUTION ALLOWING OTTUMWA TRANSIT TO RECEIVE  
STATE FUNDING**

WHEREAS, The City of Ottumwa, Iowa is eligible for State and Federal funding for transit operation; and,

WHEREAS, The City Council of the City of Ottumwa, is authorized to allow the Mayor to sign the Authorizing Resolution allowing Transit to receive State and Federal funds.

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

The Mayor is authorized to sign the DOT Authorizing Resolution.

APPROVED, PASSED, AND ADOPTED this 21st day of April, 2020.

CITY OF OTTUMWA, IOWA

\_\_\_\_\_  
Tom Lazio, Mayor

ATTEST:

\_\_\_\_\_  
Chris Reinhard, City Clerk

The Mission of Transit is to provide quality transportation services to the general public.

# OTTUMWA Transit Authorizing Resolution

We, hereby, authorize Mayor Tom Lazio  
(Name of Authorized Signatory)

on behalf of Ottumwa Transit  
(Legal Name of Applicant)

to apply for financial assistance as noted below and to enter into related contract(s) with the Iowa Department of Transportation.

From the State Transit Assistance Program:

1.40698329 % of formula funds;

\$ 212,966 of Special Project funds

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and person with disabilities:

\$387,264

From statewide federal capital assistance for transit:

\$126,395

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that Ottumwa Transit  
(Legal Name of Applicant)

has sufficient non-federal funds to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this project.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve transit system cash flow.

Adopted the 21st day of April, 2020

Name: City of Ottumwa  
(Applicant's Governing Body)

By: \_\_\_\_\_  
(Signature of Chief Executive Officer)

Title: Mayor

Address: 105 East 3rd Street, Ottumwa, Iowa

Telephone: 641-683-0600

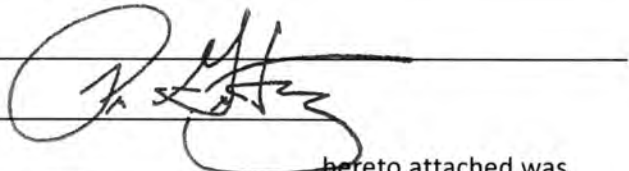
# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

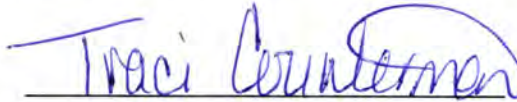
I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

PH NOTICE OTTUMWA TRANSIT

CITY OF OTTUMWA



hereto attached was published in said newspaper for 1 consecutive week's to, 4/2/20 Subscribed and sworn to before me, and in my presence, by the said 2ND day of APRIL, 2020



Notary Public

In and for Wapello County

Printer's fee \$18.81

## COPY OF ADVERTISEMENT

**PUBLIC HEARING NOTICE**  
Notice is hereby given that a public hearing will be held by the Ottumwa City Council in the Council Chambers, 105 E. Third St., Ottumwa, IA 52501 at 5:30 p.m. on Tuesday April 21st, 2020. The purpose of the hearing is to discuss the application from Ottumwa Transit to the Iowa Department of Transportation for financial assistance as follows: Ottumwa Transit will request state transit assistance and federal transit assistance for \$212,966 and \$387,264 respectively, to support the day-to-day operations. A public hearing is required by the DOT to approve the purchase of one 176 inch bus at \$148,700 with a federal match of \$126,395 and local match of \$22,305. These projects will not have a significant detrimental environmental effect on the area and no persons or business will be displaced by these activities. The projects are in conformance with the Transportation Improvement Plan prepared by the Area XV Regional Planning Commission. Any interested person or agency is invited to speak for or against this application for funding. Written comments will be accepted at the above address through the date and time of the hearing specified above. For additional information, you may call David

Silverio at 641-683-  
office hours.

hat y  
sales

PH - Ottumwa Transit  
IDOT - fin application



CITY OF OTTUMWA  
STAFF SUMMARY

2020 APR -3 AM 7:54

Council Meeting of: April 21, 2020

ITEM NO. 071

Joni Keith

Prepared By

Engineering

Department

Larry Seals

Department Head

Philip Rath  
Approved by Philip Rath, City Administrator

AGENDA TITLE: Public hearing on the proposed sale of City Right of Way property located at 2437 Northgate, Ottumwa, Iowa to JKAT Integrity Team, LLC doing business as ReMax Pride.

\*\*\*\*\*

PURPOSE: Public Hearing to receive input and comments regarding the proposed conveyance of City owned property at 2437 Northgate, Ottumwa, Iowa to JKAT Integrity Team, LLC doing business as ReMax Pride.

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

DISCUSSION: JKAT Integrity Team, LLC, doing business as ReMax Pride is located at 2437 Northgate in Ottumwa, Iowa. The large sign for this business was inadvertently located on City Right of Way. The Iowa DOT is requiring that either the sign be moved or the City transfer ownership of the parcel of real estate where the sign is located to JKAT Integrity Team, LLC, which is the owner of 2437 Northgate. There are utility easements located in the City's Right of Way. The City is requiring that upon ownership of this property, JKAT would grant easements to the utilities effected. Those utilities have agreed to permit the transfer. The parcel has been surveyed and appraised. The appraisal price came back at \$1,500. Attached herewith is an Offer to Purchase from JKAT. After the public hearing on April 21, 2020 and approval by Council, the City will convey said property via Quit Claim Deed to JKAT, which will pay the costs for the survey, appraisal, and all costs of sale including publication fees.



CITY OF OTTUMWA

2020 APR -3 AM 7:54

STAFF SUMMARY

Council Meeting of: April 21, 2020

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

Joni Keith  
Prepared By



Engineering  
Department

Larry Seals  
Department Head



Philip Rath, City Administrator

AGENDA TITLE: Approve Resolution #57-2020 for the disposition of City-owned Right of Way located at 2437 Northgate, Ottumwa, to JKAT Integrity Team, LLC, doing business as ReMax Pride.

\*\*\*\*\*

PURPOSE: Approve Resolution #57-2014 approving the sale of real estate to JKAT Integrity Team, LLC, doing business as ReMax Pride and authorize the Mayor to sign the documents of conveyance.

RECOMMENDATION: Approve Resolution #57-2020 for the sale of City-owned real estate to JKAT Integrity Team, LLC doing business as ReMax Pride.

DISCUSSION: JKAT Integrity Team, LLC, doing business as ReMax Pride is located at 2437 Northgate in Ottumwa, Iowa. The large sign for this business was inadvertently located on City Right of Way. The Iowa DOT is requiring that either the sign be moved or the City transfer ownership of the parcel of real estate where the sign is located to JKAT Integrity Team, LLC, which is the owner of 2437 Northgate. There are utility easements located in the City's Right of Way. The City is requiring that upon ownership of this property, JKAT would grant easements to the utilities effected. Those utilities have agreed to permit the transfer. The parcel has been surveyed and appraised. The appraisal price came back at \$1,500. Attached herewith is an Offer to Purchase from JKAT. After the public hearing on April 21, 2020 and approval by Council, the City will convey said property via Quit Claim Deed to JKAT, which will pay the costs for the survey, appraisal, and all costs of sale including publication fees.

**RESOLUTION #57-2020**

**A RESOLUTION APPROVING THE SALE OF CITY PROPERTY LOCATED AT 2437 NORTHGATE, OTTUMWA, IOWA TO JKAT INTEGRITY TEAM, LLC, DOING BUSINESS AS REMAX PRIDE.**

WHEREAS, the City of Ottumwa is the present title holder to Right of Way property located at 2437 Northgate, Ottumwa, Iowa, and legally described on the attached Exhibit A; and

WHEREAS, the above-described property is City Right of Way at that location; and

WHEREAS, JKAT Integrity Team, LLC, doing business as ReMax Pride has been notified by the IDOT that its sign is located on the City's Right of Way and has to either be moved or the land beneath the sign titled in the business's name; and

WHEREAS, JKAT Integrity Team, LLC has submitted an Offer to Purchase at its sole cost said parcel of real estate for the appraised price of \$1,500, and the city proposes to sell the small parcel of real estate to JKAT Integrity Team, LLC to be in compliance with IDOT regulations; and

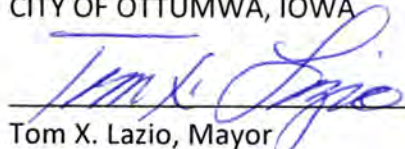
WHEREAS, the City's engineering staff recommends the sale be approved and the Mayor be authorized to sign all documents of conveyance; and

WHEREAS, the property will be transferred by Quit Claim Deed from the City to JKAT Integrity Team, LLC, doing business as ReMax Pride with JKAT paying all transfer, survey, appraisal, and publication costs associated with the conveyance of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the City of Ottumwa will transfer the real estate described in the attached Exhibit A to JKAT Integrity Team, LLC, doing business as ReMax Pride, and said transfer is hereby approved. The Mayor and the City Clerk are hereby authorized to execute any documents needed to effectuate this transaction.

PASSED AND ADOPTED this 21st day of April, 2020.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST

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



EXHIBIT A  
LEGAL DESCRIPTION – PARCEL AT 2437 NORTHGATE, OTTUMWA, IOWA

Parcel A being a part of Northgate Street right-of-way in Schlunz's Northgate Addition to the City of Ottumwa, Wapello County, Iowa. Said Parcel A is more particularly described as follows: Commencing at the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 12, Township 72 North, Range 14 West of the 5<sup>th</sup> P.M., City of Ottumwa, Wapello County, Iowa; thence South 88 degrees 41'50" West 374.64 feet along the South line of said Northeast Quarter of the Southeast Quarter to the Easterly right-of-way line of Northgate Street as shown on said Schlunz's Northgate Addition recorded in Book 2-B on Page 277 in the Office of the Wapello County Recorder, said point also being the Point of Beginning; thence continuing South 88 degrees 41'50" West 66.69 feet along the South line of said Northeast Quarter of the Southeast Quarter and East line of said right-of-way; thence Northeasterly 15.23 feet along a non-tangent 69.00 foot radius curve concave Southeasterly and having a chord which bears North 46 degrees 53'35" East 15.20 feet; thence North 53 degrees 55'10" East 100.83 feet to said Easterly right-of-way line of Northgate Street; thence Southwesterly 73.00 feet along a non-tangent 3720.00 foot radius curve concave Northwesterly and having a chord which bears South 20 degrees 47'20" West 73.00 feet to the Point of Beginning. Said Parcel A contains 2362 square feet or 0.05 acres. Parcel A is subject to a 10 Foot water main easement being a strip of land lying 5 feet on each side of the following described centerline: Commencing at the Southeast corner of Parcel A; thence South 88 degrees 41'50" West 24.60 feet along the South line of said Parcel A to the Point of Beginning; thence North 28 degrees 52'00" East 61.08 feet to the Westerly line of said Parcel A and terminating thereat.



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

2020 MAR 31 11:58 AM  
07/1

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

Council Meeting of: Apr 21, 2020

Health & Inspections  
Department

Jody Gates  
Prepared By  
Kevin C Flanagan  
Department Head

*Ally Rott*  
City Administrator Approval

AGENDA TITLE: Resolution No. 60 - 2020, a resolution accepting the offer and approving the sale of 117 S. Iowa Avenue to Whatsoever You Do, Inc. for the sum of \$125.00

\*\*\*\*\*

**\*\*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. 60 - 2020.

DISCUSSION: Whatsoever You Do, Inc. offered the City \$125.00 for a vacant lot located at 117 S. Iowa Avenue. The buyer intends to use the property in conjunction with the church building they purchased at 105 S. Iowa Avenue. The property will be transferred by quit claim deed and the buyer will pay the cost of publishing the public hearing notice and the recording fees.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



RESOLUTION No. 60 - 2020

A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 117 S. IOWA AVENUE TO WHATSOEVER YOU DO, INC. FOR THE SUM OF \$125.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 18 Block 4 in Janney Addition to the City of Ottumwa, Wapello County, Iowa, also known as 117 S. Iowa Avenue; and

WHEREAS, pursuant to Resolution No. 59 - 2020 approved, passed and adopted April 7, 2020 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to Whatsoever You Do, Inc. for an offered price of \$125.00; and

WHEREAS, the buyers wish to purchase the lot to eventually use as part of their housing project; and

WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay the cost of publishing the public hearing notice and the recording fees.

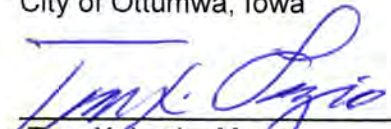
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the offer received from Whatsoever You Do, Inc. in the amount of \$125.00, be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 21<sup>st</sup> day of April 2020.

ATTEST:

  
Christina Reinhard, City Clerk

City of Ottumwa, Iowa

  
Tom X. Lazio, Mayor



CITY OF OTTUMWA

Petition No.: 5067-2020

Petitioner Information:

Name: Whatsoever You Do, Inc. (WYDInc.) - Mary M. Butler

Address: 105 S. Iowa Ave. Ottumwa, IA 52501

Phone Number: (641) 226-7684

Petition contains the required number of signatures.

Summary of Petition:

Purchase vacant city owned lot at 117 S. Iowa Ave (parcel #007410830099000). WYDInc. owns property 1 lot down from this address. They are looking at placing a possible storage shed on the lot with fence. WYDInc. is a not for profit organization in Ottumwa. Offer \$125. Mary M. Butler will bring deposit of \$50 on Monday, March 9, 2020 for this property.

1. Engineering Department [X] Approve [ ] Deny 3/9/2020 DMB
Comments: Date Dept. Initials Required

2. Plan/Zoning/Dev. Department [X] Approve [ ] Deny 3-9-20 [Signature]
Comments: Placement of a storage building or any detached accessory structure requires a variance or legally combining both lots. Date Dept. Initials Required

3. Health Department [X] Approve [ ] Deny 3-9-20 [Signature]
Comments: Date Dept. Initials Required

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



[ CITY OF ]

OTTUMWA

Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

- Vacant Lot      Are you a not for profit? Yes
- Do you own property next to the lot? NO (1 lot down)
- Building            Has the City owned the property for more than 5 years? NO
- Are you a not for profit that builds housing? NO
- Are you an Ottumwa School District? YES

Address or legal description of the property 117 S IOWA  
007410830099000

Buyers Name, address and phone number WYDING 105 S. IOWA AVE.  
OTTUMWA, IA - Contact (Mary M Butler)

Dollar amount of the offer 125.<sup>00</sup>

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

If you are purchasing a vacant lot, what is the intended use of the lot? Possible Storage Shop & Fence 17 in.

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

If the City ownership of the lot is more than 5 years, the minimum offer is \$250. If you own the property next to the vacant lot and the City ownership is more than 5 years, the minimum offer is \$125.

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

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

641-226-7684 Mary Butler  
WHATSOEVER YOU DO, INC.

## 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, April 21, 2020 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property described as Lot 18 Block 4 in Janney Addition to the City of Ottumwa, Wapello County, Iowa, also known as 117 S. Iowa Avenue to Whatsoever You Do, Inc. for the sum of \$125.00 by quit claim deed, with no abstract and the buyer paying the cost of publishing the public hearing notice and the recording fee. 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

Please publish on April 10, 2020 and provide 3 proofs of publication.



CITY OF OTTUMWA

Staff Summary

2020 APR 16 PM 3:17

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

Council Meeting of: April 21, 2020

Engineering Department  
Department

Alicia Bankson  
Prepared By  
*Alicia Bankson*  
Department Head

*Phyllis Pett*  
City Administrator Approval

AGENDA TITLE: Resolution #66-2020. Approve Change Order #4 for the Main Street (Downtown Streetscape) Reconstruction 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 #66-2020.

DISCUSSION: Change Order #4 addresses costs associated with additional sewer separation.

Upon investigation made possible during excavation of the Green Street/Main Street intersection, it was discovered that storm water from the east half of the 200 block of Main Street could be separated from the combined sewer on Green Street. Change Order #4 is for costs associated with storm sewer revisions and additions necessary to construct this sewer separation.

Change Order #4 increases the contract amount by \$11,885.50 The new contract sum is \$5,150,566.38.

Funding:	<u>Grants</u>
CDBG	\$ 800,000 50/50 City and Legacy
Water Quality	\$ 55,000
Legacy	\$1,946,000
City of Ottumwa	\$2,670,000
OWW	<u>\$ 511,665</u>
Total	\$5,982,665

Base bid	\$5,096,359.30
CO 1	\$ 30,194.36
CO 2	\$ 3,987.50
CO 3	\$ 8,139.72

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

CO 4 \$ 11,885.50  
New Contract Sum \$5,150,566.39 Portzen Contract  
Resident Engineer \$ 300,000.00 Garden & Associates Contract.

RESOLUTION #66-2020

A RESOLUTION APPROVING CHANGE ORDER #4  
FOR THE EAST MAIN RECONSTRUCTION PROJECT

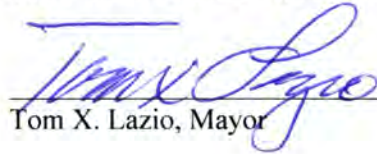
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Portzen Construction, Inc. of Dubuque, Iowa for the above referenced project; and

WHEREAS, Change Order #4 increases the contract amount by \$11,885.50 resulting in a new contract sum of \$5,150,566.38;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of April, 2020.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



**Section 640  
CHANGE ORDER**

Project: Ottumwa Main Street

To Contractor: PORTZEN CONST.

Change Order Number: 4

The Contract is changed as follows:

Cost to separate storm sewer from combined sewer  
on the east half of the 200 block of Main St. at the  
Green St. intersection.

	6-Apr-20
	\$11,885.50
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>

(summaries for all listed above, are attached)

Total: \$11,885.50

**Base bid amount** \$5,096,359.30

**NEW PROJECT TOTAL** \$5,150,566.38

**NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR**

The Original Contract Sum was	<u>\$5,096,359.30</u>
Net change by previously authorized Change Orders	<u>\$42,321.58</u>
The Contract Sum prior to this change order	<u>\$5,138,680.88</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$11,885.50</u>
The new Contract Sum including this change order	<u>\$5,150,566.38</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.

Larry Seads  
ENGINEER/  
DIRECTOR OF PUBLIC WORKS

4-15-20  
DATE

PORTZEN CONST.  
CONTRACTOR  
Scott Hinchamp  
BY

4-15-20  
DATE  
Project Manager  
TITLE





Change Order Request

Ottumwa Main St.  
Project #19-13

April 6, 2020

Larry Seals  
City of Ottumwa

Change Order Request 4  
Pages 1

We propose to provide equipment, labor, and materials to complete the following change order:

Reworking 15" Storm and Intakes.

Description	Qty	Unit	Cost	Total
1 M4 Concrete	10	CY	\$ 145.00 \$	1,450.00
2 Material for RCP	1	LS	\$ 1,215.00 \$	1,215.00
3 Labor to Remove, Adjust, and Install New Material	1	LS	\$ 8,140.00 \$	8,140.00
4 10% Overhead & Profit	1	LS	\$ 1,080.50 \$	1,080.50

Total Additions or (Deductions) from the contract: \$ 11,885.50

Total Contract Adjustment requested: \$ 11,885.50

If you have any questions regarding this proposal, please contact our office.

Sincerely,  
Mike Portzen Jr.  
Project Manager

Sign: <u>Larry Seals</u> Date: <u>4-6-20</u>	<b>Please Sign if Proposal is ACCEPTED</b> Authorized Person(s)
---	--

2020 APR 15 PM 4:10

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

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

Council Meeting of : Apr 21, 2020

Airport  
Department

Chris Cobler  
Prepared By  
Phillip Rath  
Department Head

*Phillip Rath*  
City Administrator Approval

AGENDA TITLE: Resolution # 67-2020 A resolution authorizing the Mayor to sign the Airport Capitol Improvement Program data sheets and related documents, and authorize staff to submit the data sheets and related documents to the Iowa DOT for the fiscal years 2021-2024.

\*\*\*\*\*

**\*\*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 # 67-2020

DISCUSSION: The city submits a annual Airport Improvement plan to the Iowa DOT. The plan serves as the pre-applicaton for the IDOT's grant program. The updated project plan includes;

- \* Apron Improvements 2021
- \* Taxiway A (LED Lighting) 2022
- \* Taxiway B&C (LED Lighting) 2023
- \* Construct Hanger 2024

The following information is included in the plan; data sheets with project description, amount of requested IDOT dollars (85%), the local match required (15%) of the project. This has been approved by the Airport Advisory Board.

Source of Funds: 85% IDOT - 15% Airport Fund Balance    Budgeted Item:  Budget Amendment Needed:

**RESOLUTION # 67-2020**

**AUTHORIZE THE MAYOR TO SIGN THE AIRPORT CAPITAL IMPROVEMENT PROGRAM DATA SHEETS AND RELATED DOCUMENTS, AND AUTHORZE STAFF TO SUBMIT THE DATA SHEETS AND RELATED DOCUMENTS TO THE IDOT FOR THE FISCAL YEARS OF 2021- 2024.**

WHEREAS, Funding from the Iowa Department of Transportation's Aviation program will be awarded for various type grant programs as defined by the IDOT.

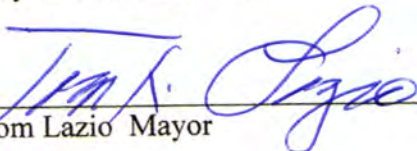
WHEREAS, Eligible projects have been identified at the Ottumwa Regional Airport.

WHEREAS, The Mayor is authorized to sign the contracts upon funding being awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT; Authorizing the Mayor to sign the Iowa Department of Transportation's Aviation Grant Application for the fiscal year 2020; staff is hereby authorized to submit said documents to the IDOT for funding consideration; the Mayor is hereby authorized to sign the IDOT contracts upon funding being awarded.

PASSED AND ADOPTED this 21<sup>st</sup> day of April, 2020

City of Ottumwa, Iowa

  
\_\_\_\_\_  
Tom Lazio Mayor

ATTEST:

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





**AIRPORT STATE FUNDING APPLICATION CHECKLIST**  
Fiscal Year 2021

Please attach the following documents with your application.

- Airport State Funding Application Checklist
- Project data sheet, including a detailed cost breakdown. Use one for each project.
- City/Sponsor resolution that endorses the project and certifies availability of matching funds.
- Five-Year Capital Improvement Program (CIP)
- Verification that project is identified in a current airport layout plan (ALP) on file with the Iowa Department of Transportation's Office of Aviation (when applying for new construction of buildings or airfield expansion).
- Pavement maintenance program (verify the use of the pavement maintenance program provided by the Iowa DOT or similar program when applying for pavement preservation or reconstruction).
- Verification that you have an airport security plan on file with the Iowa DOT's Office of Aviation (when applying for airport security projects).
- Protective land use zoning and/or planning (please answer the following).
  - Height zoning  Yes Date adopted 5/19/1999  No  Pending
  - Land use planning/zoning  Yes Date adopted \_\_\_\_\_  No  Pending
  - Comprehensive plan adopted with airport land use included  Yes  No  Pending
  - Other (please explain) See wapelllocounty.org
- Provide verification that you have either updated the [www.basedaircraft.com](http://www.basedaircraft.com) website or submitted based aircraft N - numbers to the Iowa DOT's Office of Aviation.
- Minority Impact Statement (Iowa DOT Form 1051010).

Send **one signed** copy of the application materials to the address listed below.

Please mail, fax, or email the signed application to:

Attn.: Program Manager  
Office of Aviation  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010

E-mail: [Shane.Wright@iowadot.us](mailto:Shane.Wright@iowadot.us)  
Phone: 515-239-1048  
FAX: 515-233-7983





## AIRPORT STATE FUNDING APPLICATION

Fiscal Year 2021

Airport Name: Ottumwa Regional

Airport Sponsor Name: City of Ottumwa

Contact Person: Chris Cobler Title: Airport Supervisor

Address: 14802 Terminal Street

City: Ottumwa State: IA ZIP Code: 52501

Daytime Phone: 641-683-0619 E-mail: airport@ci.ottumwa.ia.us

FAX: \_\_\_\_\_

<b>Project Description:</b> If applying for more than one project, list in order of priority. A separate project application data sheet is needed for each project.	<b>Project Type</b>	<b>Total Project Amount</b>	<b>State Amount Requested</b>	<b>Percent State Share</b>
Apron Improvements	AIP	\$335,500.00	\$285,175.00	85%

<b>Windsocks:</b> Orders may be placed using this form or by calling 515-239-1468.	Indicate quantity needed.	
	_____ 18" x 96"	_____ 36" x 144"

The sponsor certifies that the information contained in this application is accurate and complete to the best of his/her knowledge.

\_\_\_\_\_  
Signature of Authorized Sponsor's Representative      Airport Supervisor  
Title

Chris Cobler      Date: \_\_\_\_\_  
Typed Name

Please mail, FAX, or e-mail the signed application to:

Attn.: Program Manager  
Office of Aviation  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010

E-mail: [Shane.Wright@iowadot.us](mailto:Shane.Wright@iowadot.us)  
Phone: 515-239-1048  
FAX: 515-233-7983



# AIRPORT STATE FUNDING APPLICATION PROJECT DATA SHEET

Fiscal year 2021

Submit a separate data sheet for each project.

<b>Airport</b>	Ottumwa Regional	<b>Date</b>	Apr 1, 2020
----------------	------------------	-------------	-------------

<b>Project type (Check one only.)</b>	<input checked="" type="checkbox"/> Airport Improvement Program (AIP) <input type="checkbox"/> Commercial Service Vertical Infrastructure (CSVI) <input type="checkbox"/> General Aviation Vertical Infrastructure (GAVI)
---	---

<b>Project description</b>	Apron Improvements - This is the final phase for the apron replacement.
----------------------------	---

<b>Engineering firm (If unknown, write unknown.)</b>	Kirkham Michael
--	-----------------

<b>Shown on current Airport Layout Plan (ALP)</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Current ALP date</b>	Apr 24, 2015
---	---	-------------------------	--------------

<b>Sketch</b>	Attach separate sketch from ALP if applicable.
---------------	--

<b>Project justification (Include detailed information and data to support need.)</b>	This project is a continuation of the apron improvements previously initiated and includes the area near terminal building. Per PCI and Geotechnical, apron needs remediation and is servicing more heavier aircraft.
---	---

<b>Detailed cost estimate (Attach separate sheet if necessary.)</b>	(See Attached Cost Estimate)
---	------------------------------

	Amount	Percentage
Total project cost	\$335,500.00	100%
Local share	\$50,325.00	15%
Requested state share	\$285,175.00	85%

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Airport Supervisor  
\_\_\_\_\_  
Sponsor's title

Please mail, fax, or email the signed application to:

Attn.: Program manager  
Office of Aviation  
Iowa Department of Transportation  
800 Lincoln Way  
Ames, IA 50010

Email: [Shane.Wright@iowadot.us](mailto:Shane.Wright@iowadot.us)  
Phone: 515-239-1048  
Fax: 515-233-7983

**Ottumwa Regional Airport (OTM)  
Apron Improvements**

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
1	Safety Plan, Traffic Control & Mobilization	1	LS	\$ 17,900.00	\$ 17,900.00
2	12" Pavement Removal	3,400	SY	\$ 10.00	\$ 34,000.00
3	12" Subgrade Preparation	3,400	SY	\$ 5.00	\$ 17,000.00
4	5" Modified Subbase	3,400	SY	\$ 10.00	\$ 34,000.00
5	7" PCC	3,400	SY	\$ 54.00	\$ 183,600.00
<b>BASE BID</b>					<b>\$ 286,500.00</b>

Engineering, Testing, and Administration

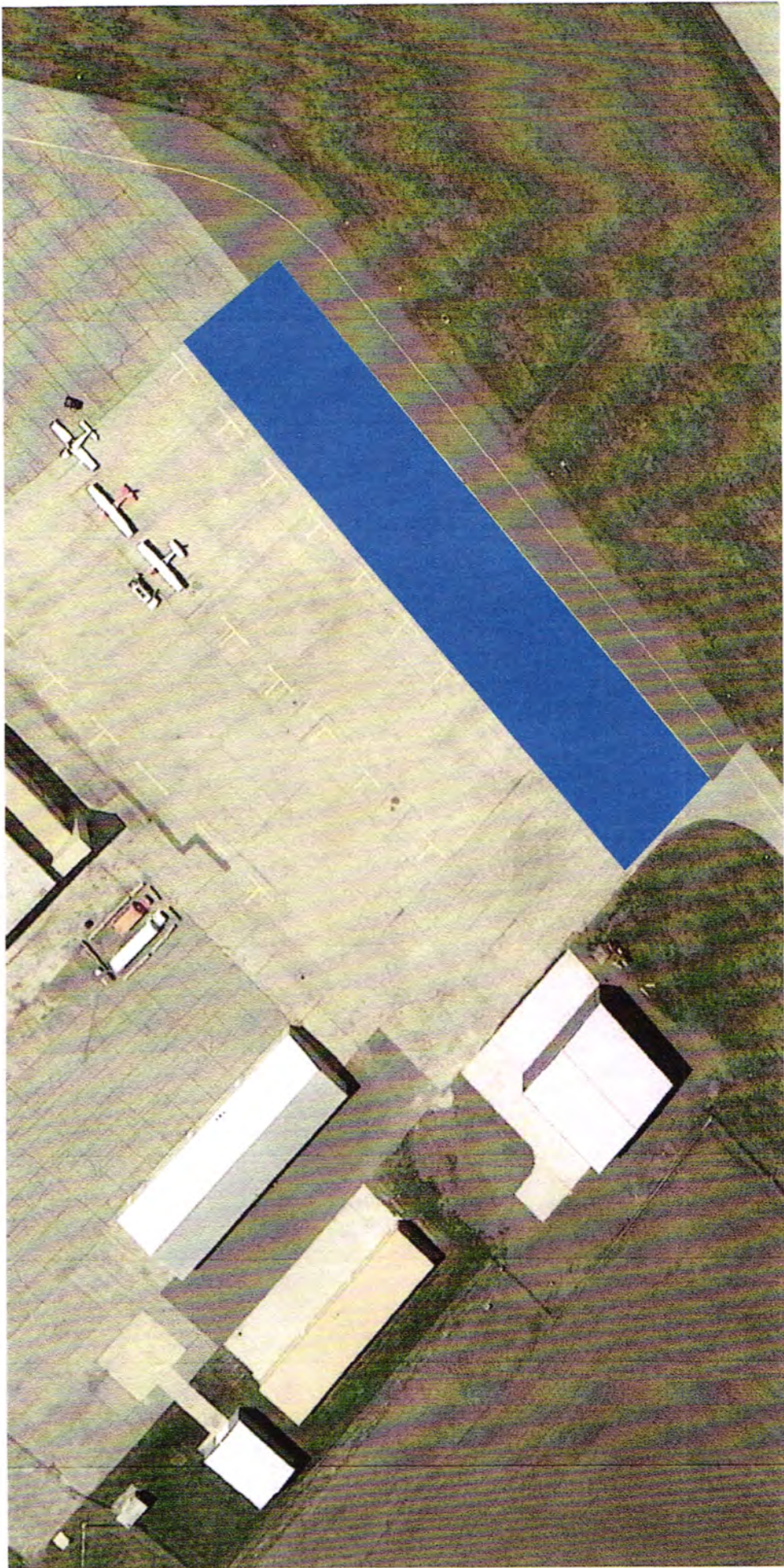
\$ 49,000.00

**TOTAL PROJECT (BASE)= \$335,500.00**

Iowa DOT Share (85%)= \$285,175.00

Local share = \$50,325.00









**FIVE-YEAR AIRPORT  
CAPITAL IMPROVEMENT PROGRAM (CIP)**  
Attach additional sheets if necessary.

Airport name, LOCID, city, state Ottumwa Regional, KOTM, Ottumwa, Iowa

Prepared by City of Ottumwa

Sponsor's email airport@ci.ottumwa.ia.us

Date prepared April 2020

Sponsor's signature \_\_\_\_\_

Sponsor's phone (641) 683-0619

Printed name Chris Cobler

FY	Detailed project/scope description	Funding source	Total estimated cost
2021	Apron Improvements	Federal \$ State \$285,175 Local \$50,325 Total \$335,500	
2022	Taxiway A MITL (LED Lighting)	Federal \$ State \$281,180 Local \$49,620 Total \$330,800	
2023	Taxiway B,C MITL (LED Lighting)	Federal \$ State \$281,180 Local \$49,620 Total \$330,800	
2024	Construct Hangar	Federal \$ State \$150,000 Local \$100,000 Total \$250,000	
		Federal \$ State \$ Local \$0 Total \$0	

2020 APR 17 PM 9:04

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

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

Council Meeting of : Apr 21, 2020

Philip Rath  
Prepared By

Administration  
Department

Department Head

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

AGENDA TITLE: Resolution No. 69-2020 - Transfer operation of fixed route transit system to 10-15 Transit.

\*\*\*\*\*

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

RECOMMENDATION: Rescind Resolution 19-2020 and pass and adopt Resolution 69-2020.

DISCUSSION: Issue: The City received a proposal from 10-15 Transit to operate the fixed route transit system currently operated by Ottumwa Transit Authority.

Background: On January 21, 2020 the City Council adopted Resolution 19-2020. This resolution was drafted to support the continued operation of the fixed route system by Ottumwa Transit Authority (OTA) following a presentation by OTA at a special meeting held on January 14, 2020. This meeting was in response to a prior request from 10-15 Transit to absorb the fixed route service into their operations.

Both OTA (traditionally a fixed route system) and 10-15 (the regional

Source of Funds: Transit (Tax) Levy / Fares / State & Federal Support      Budgeted Item:  Budget Amendment Needed: Yes

demand response system) provide transportation services for the City of Ottumwa. A conflict arose over the provision of para-transit and medical demand response, which prompted Iowa Department of Transportation (IaDOT) to interject and request a Memorandum of Understanding (MOU) to resolve any duplication of services.

The adoption of Resolution 19-2020 identified operation of the fixed route system; however, it did not formally address the potential duplication of services or the requested MOU. Therefore, meetings and conversation between the City, IaDOT, and 10-15 continued. This resulted in the attached proposal from 10-15. The current proposal appears to address the continuity of all current services (fixed route, demand response, and para-transit). Additionally, the proposal offers to provide these services at a reduced cost to both the rider and the City. This will allow us to significantly reduce the Transit Levy and potentially eliminate in the future.



**RESOLUTION NO. 69-2020**

**RESOLUTION RESCINDING RESOLUTION 19-2020 AND  
ADOPTING THE AGREEMENT FOR TRANSFER OF SERVICES, EQUIPMENT  
& FACILITIES BETWEEN TEN-FIFTEEN REGIONAL TRANSIT AGENCY  
AND THE CITY OF OTTUMWA, IOWA**

**WHEREAS**, on January 21, 2020 the City Council of Ottumwa, Iowa passed and adopted Resolution 19-2020; and

**WHEREAS**, Ten-Fifteen Regional Transit Agency has been officially designated as the regional transit agency for the Region 15 transit area in Iowa pursuant to Section 324A Code of Iowa; and

**WHEREAS**, the City of Ottumwa, Iowa, a Municipal Corporation, is operating the Ottumwa Transit, which is an existing provider of passenger transportation service and has the desire and capability to provide public transit services under the auspices of 10-15 Transit within the Region 15 transit service area; and

**WHEREAS**, Ten-Fifteen Regional Transit Agency, has submitted an advantageous Agreement for the Transfer of Services, Equipment & Facilities between Ten-Fifteen Regional Transit Agency and the City of Ottumwa, Iowa.

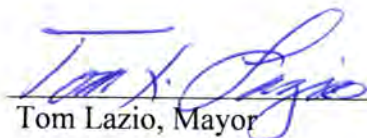
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that Resolution 19-2020 passed and adopted on January 21, 2020 be hereby rescinded; and

**BE IT FURTHER RESOLVED**, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Agreement for the Transfer of Services be hereby adopted, a copy of which is attached hereto and made a part hereof by reference; and

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

APPROVED, PASSED AND ADOPTED, this 21<sup>st</sup> day of April, 2020.

CITY OF OTTUMWA, IOWA

  
Tom Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk





AGREEMENT FOR TRANSFER OF SERVICES,  
EQUIPMENT & FACILITIES BETWEEN  
TEN-FIFTEEN REGIONAL TRANSIT AGENCY  
(10-15 TRANSIT)  
AND  
THE CITY OF OTTUMWA, IOWA

WHEREAS Ten-Fifteen Regional Transit Agency, hereinafter referred to as 10-15 TRANSIT, has been officially designated as the regional transit agency for Region 15 transit area in Iowa pursuant to Section 324A Code of Iowa; and

WHEREAS the City of Ottumwa, Iowa, a Municipal Corporation, is operating the OTTUMWA TRANSIT, which is an existing provider of passenger transportation service and has the desire and capability to provide public transit services under the auspices of 10-15 TRANSIT within the Region 15 transit service area. Any reference to OTTUMWA TRANSIT throughout this agreement shall also refer directly to the City of Ottumwa, Iowa.

NOW, THEREFORE THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

**A. Purpose and Timeframe**

1. The purpose of this agreement is to arrange for transfer of all public transit services now operated by Ottumwa Transit/City of Ottumwa to 10-15 Transit exclusively, and Ottumwa Transit/City of Ottumwa shall relinquish all rights and privileges therein to 10-15 Transit under signature of this agreement of transfer.

2. This agreement shall begin on July 1 2020 with all equipment and facilities transfer completed by said date.

**B. Description of Services**

1. 10-15 Transit shall provide and operate all transit services within the City of Ottumwa. Said services will include Fixed Route Service, Paratransit Services and Demand Response Services. Said services will be open to the general public without discrimination, including persons with disabilities.

2. Service shall be provided as needed except on the following holidays: However, life sustaining dialysis will be provided on holidays.

New Year's Day  
Labor Day  
Christmas Day

Memorial Day  
Thanksgiving Day

Independence Day  
Christmas Eve

3. Service hours under this agreement shall be scheduled to meet locally determined needs, generally scheduled between 4:00 a.m. and 7:00 p.m. Monday through Fridays. Revisions and Exceptions to this schedule can be made to accommodate rider needs. Hours, may be adjusted by 10-15 if ridership demands.

4. Service shall be demand responsive and designed to meet the needs of ridership.

5. Access to service shall be obtained to designated routes or special reservations via the toll free number provided. Ride reservations should be made at least 24 hours in advance. All staff will attempt to respond to requests for service with less than 24 hours advance notice.

6. Fares and contract rates:

Fixed Routes: \$1.00 per ride. General pass \$25.00, Senior pass \$20; college pass \$15.00.

Paratransit: \$2.00 per ride.

Demand response: \$2.00 per ride within City Limits and \$4.00 per ride inside county.

7. All service provided under this agreement by 10-15 Transit shall be insured with the following coverage:

- A. General Liability - \$2 million
- B. Automobile Liability - \$2 million
- C. Uninsured and Underinsured Motorist - \$1 million coverage for each
- D. Public Officials Liability - \$2 million

Each county represented on the 10-15 TRANSIT BOARD OF DIRECTORS shall be named as an insured or as an additional insured in the insurance policy. Said insurance shall not be canceled without at least 30 days written notice to 10-15 TRANSIT BOARD OF DIRECTORS.

#### C. Ownership of Ottumwa Transit Assets

1. Ownership of vehicles currently used for Ottumwa Transit shall be transferred to 10-15 Transit who shall overtake ownership, maintenance and operation of said vehicles.

2. During the remaining "useful life" requirements for facilities currently being used and operated by Ottumwa Transit, said facilities and equipment will be leased to 10-15 transit for the annual sum of (\$1) one dollar. Either party may terminate the lease after with a six month notice and the property and equipment returns to the City of Ottumwa.

#### **D. Responsibility of Ottumwa Transit**

1. Ottumwa Transit shall account for all current funds related to the “local share” for Ottumwa Transit to be used for the payment of any personnel related costs due to the loss of jobs related to the transfer of service to 10-15 Transit. Personnel related costs may include unemployment benefits, accrued leave payouts and/or other eligible post-employment benefits. However, a minimum of \$407,000 will be transferred to 10-15 Transit to continue the operation of fixed route bus service.

2. Ottumwa, Transit shall transfer all current State and Federal Funds for the continued and uninterrupted operation of services and shall release all future State and Federal Funds received from the operation of transit services within the City of Ottumwa.

3. Ottumwa Transit shall coordinate with 10-15 Transit the programmed replacement of current busses through the Iowa Department of Transportation.

#### **E. Responsibilities of 10-15 Transit**

1. Now and in the future, 10-15 Transit shall forego the tax levy used by the City of Ottumwa for the operation of transit services.

2. 10-15 Transit commits to hiring (with benefits) up to 12 current drivers of Ottumwa Transit, and more if needed, upon meeting the employment qualifications required of current 10-15 employees. In light of the current COVID19 pandemic, the parties recognize that operations are currently at an all-time low with 10-15 Transit being required to lay off drivers and other personnel. The obligation to hire former Ottumwa Transit drivers is contingent on 10-15 Transit's return to operational levels documented for January 1, 2020. Once achieved 10-15 Transit commits to fulfill this obligation within 6 months.

3. If 10-15 Transit fails to operate the agreed upon contract for a fixed bus system for the City of Ottumwa, all ownership of vehicles, equipment and facilities previously used by Ottumwa Transit will be returned to the City of Ottumwa.

#### **F. Assignability and Subcontracting.**

1. This agreement is not assignable to any other party without written approval by both parties

2. No part of this services described in this agreement may be subcontracted by 10-15 Transit without written approval from the City of Ottumwa.

3. Notwithstanding this paragraph, 10-15 Transit may under emergency circumstances temporarily subcontract any porting of the service if it is deemed by 10-15 Transit to avoid a service interruption. The City of Ottumwa must be notified as soon as possible if this provision is to be invoked.

**G. Entire Agreement**

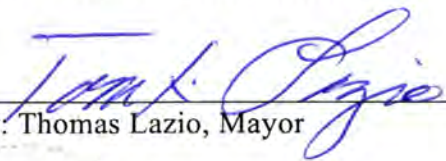
This document contains the entire agreement between 10-15 Transit and Ottumwa Transit. There are no other agreements or understandings written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

**H. Savings Clause**

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW:

FOR: CITY OF OTTUMWA, IOWA AND OTTUMWA TRANSIT:

  
By: Thomas Lazio, Mayor

4.21.2020  
Date

Attest:



  
By: City Clerk

4.21.2020  
Date

FOR: 10-15 REGIONAL TRANSIT AGENCY:

\_\_\_\_\_  
By: Lee Dimmitt, President

\_\_\_\_\_  
Date



CITY OF OTTUMWA

STAFF SUMMARY

2020 APR 16 PM 3:18

Council Meeting of: April 21, 2020

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

Joni Keith *Joni Keith*

Prepared By

Chris Cobler

Department Head

Airport

Department

*Phil Rath*

Phil Rath, City Administrator

AGENDA TITLE: Approve Resolution #70-2020, which is the Master Agreement with Kirkham, Michael & Associates for Consultant Services at Ottumwa Regional Airport.

\*\*\*\*\*

PURPOSE: Approve the extension of a Master Agreement with Kirkham, Michael & Associates for Consulting Services at the Ottumwa Regional Airport and authorize the Mayor to sign the Agreement.

RECOMMENDATION: Adopt and Approve Resolution #70-2020.

DISCUSSION: Pursuant to FAA requirements and guidelines, the City solicited statements of qualifications for consultants for airfield development projects that are anticipated to occur within the next five years at the Ottumwa Regional Airport. The selection process is based upon qualifications and not on fees. Only one proposal was received by the proposal date of April 10, 2020, although a second company sent the City a letter indicating it would not provide a proposal at this time, but would like to be considered in the future if the position becomes available. This process has to be completed every 5 years. A selection committee was developed to review the proposals, but since the only proposal was from the current consultant, the recommendation from the committee was that this proposal be accepted and approved. The Airport Advisory Board at its April 14, 2020 meeting also reviewed the recommendation from the committee and is making the same recommendation of approval by the Council. Kirkham, Michael & Associates has been the City's consultant for the past five years and was instrumental in the recent reconstruction of the City's runway project this past summer. Staff is also recommending approved of the attached proposed Master Agreement. The Resolution would authorize the Mayor to sign said Agreement.

**RESOLUTION #70-2020**  
**A RESOLUTION APPROVING A MASTER AGREEMENT WITH**  
**KIRKHAM, MICHAEL & ASSOCIATES FOR ENGINEERING SERVICES**  
**AT THE OTTUMWA REGIONAL AIRPORT**

WHEREAS, FAA regulations require that the City solicit Statements of Qualifications for Engineering Services at the Ottumwa Regional Airport; and

WHEREAS, the City did follow FAA guidelines to solicit those Statements from qualified airport engineering firms; and

WHEREAS, the City's deadline for receiving those Statements was April 10, 2020; and

WHEREAS, the City received one Statement from its current service provider, Kirkham, Michael & Associates; and

WHEREAS, the City has been working with Kirkham, Michael & Associates for the past 5 years and staff has had a good working relationship with said firm; and

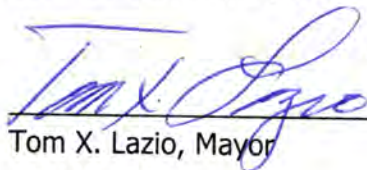
WHEREAS, City staff is recommending a renewal of the Master Agreement with said engineering firm; and

WHEREAS, the Airport Advisory Board, at its meeting on April 14, 2020, voted to recommend that the Master Agreement with Kirkham, Michael & Associates be extended for a period of five years.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The proposed Master Agreement is hereby approved and the Mayor is hereby authorized on behalf of the City to sign said Master Agreement with Kirkham, Michael & Associates for a five-year extension.

APPROVED, PASSED, AND ADOPTED, this 21st day of April, 2020.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

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



**MASTER AGREEMENT FOR PROFESSIONAL  
ENGINEERING, SURVEYING AND RELATED SERVICES BETWEEN  
OTTUMWA REGIONAL AIRPORT  
AND KIRKHAM, MICHAEL & ASSOCIATES, INC.**

THIS MASTER AGREEMENT is entered into this 21st day of April, 2020, between **Ottumwa Regional Airport, Ottumwa, Iowa**, (the "CITY") and **Kirkham, Michael & Associates, Inc.** (the "CONSULTANT"). The CITY and the CONSULTANT, in consideration of their mutual promises herein set forth, agree as follows:

## **I. DEFINITIONS**

The following words and terms shall have the following meanings in this Agreement:

"CITY" shall mean: **Ottumwa Regional Airport  
City of Ottumwa  
14802 Terminal Street  
Ottumwa, IA 52501  
Attn: Philip Rath, City Administrator**

"CONSULTANT" shall mean: **Kirkham, Michael & Associates, Inc.  
12700 West Dodge Road  
Omaha, Nebraska 68154  
Attn: Eric Johnson, Vice President**

"Project" shall mean the project for which the CITY desires to engage the Services of the CONSULTANT. The Project will be defined by the Task Order (the "TO") submitted by the CONSULTANT to the CITY for approval prior to any initiation of the Project.

"Services" shall mean the professional services of the CONSULTANT described in Paragraph II below.

## **II. SERVICES OF THE ENGINEER**

The CITY has retained the CONSULTANT to provide Professional Engineering, Surveying and Related Services as requested by the CITY in accordance with the General Terms and Conditions set forth in Paragraph IV. The general descriptions of the professional services include, but are not limited to, the following:

Basic civil engineering services

Professional Services to be provided by the CONSULTANT not listed above include any and all services requested by the CITY and provided by the CONSULTANT. Each request for Professional Services will be included in a Task Order. The format of the Task Order is attached to this Master Agreement. Each Task Order shall include the following elements  
1) Scope of Services 2) Compensation 3) Deliverables and 4) Scheduled Milestones.



### **III. CITY'S RESPONSIBILITIES**

The CITY shall provide all criteria and full and timely information with respect to the CITY'S requirements for the Project or Task Order in order to assist the CONSULTANT in the performance of the Services, including placing at the CONSULTANT's disposal all information available to the CITY which is pertinent to the Project or Task Order. The CITY shall furnish approvals and permits from governmental authorities having jurisdiction of the Project, budgetary decisions, and provide insurance and legal counseling and the services of testing laboratories such as water quality tests, soil investigation and geotechnical services and concrete and other materials during construction and provide environmental assessments, audits, investigations and impact statements and other relevant environmental studies as to the Project and the site as required.

CITY will make prompt review and submit comments to CONSULTANT at the time of each submittal of documents prepared under Paragraphs II and CITY will promptly advise CONSULTANTS of other entities including scope of services, working in connection with the project.

CONSULTANT is entitled to rely on criteria and information furnished by CITY.

The CITY shall designate a Representative who shall have complete authority to transmit instructions, receive information, interpret and define CITY'S policies and make decisions with respect to the Project.

### **IV. GENERAL TERMS AND CONDITIONS**

#### **A. Time of Beginning and Completion of Services**

The Services to be performed under this Agreement shall commence upon execution of this agreement by the Owner and execution of each Task Order. The completion of services shall be defined within each Task Order.

#### **B. Compensation to the CONSULTANT**

1. Any Service provided by the CONSULTANT shall be paid in accordance with the provisions of each Task Order
2. CITY shall pay CONSULTANT for Professional Services on a lump sum basis as specified within the Task Order prepared for the Project. The lump sum fee includes reimbursable expenses and sub-consultant costs. This fee is based on the scope of services developed and identified in the Task Order.

or



3. CITY shall pay CONSULTANT for Professional Service on an Hourly Fee basis as specified below:

Principal -	\$260
Senior Project Manager -	\$195
Environmental Engineer -	\$170
Civil Engineer -	\$150
Engineering Cadd Technician -	\$110
Surveyor/Construction Resident -	\$110
Registered Land Surveyor -	\$120
Clerical -	\$85

The above hourly rates will increase annually at a rate of 4% on the following dates:

- January 1, 2021
- January 1, 2022
- January 1, 2023
- January 1, 2024

Reimbursable costs of subconsultants or subcontractors to Kirkham Michael shall be paid on the basis of cost plus 10%. All other reimbursable costs shall be covered under Paragraph 6 below.

4. Any progress payments on Lump Sum Task Orders are the portion of the total services actually completed at the time of billing, as estimated by the CONSULTANT.
5. In the event of termination during any phase of the project, CONSULTANT will be paid for services performed or furnished in accordance with this Agreement during that phase on the basis of CONSULTANT'S Hourly Rates as listed above for services performed or furnished during that phase to date of termination by CONSULTANT'S principals and employees engaged directly on the Project, plus the cost of reimbursable expenses and sub-consultant fees.
6. CITY shall pay CONSULTANT for Reimbursable Expenses in connection with the Task Order, termination provisions or for additional services rendered. Examples of Reimbursable Expenses include items such as subsistence, lodging, transportation and mileage; toll telephone calls; telecopy, fax, and telegrams; courier and express delivery services; postage and shipping charges for project-related materials; reproduction of reports, drawings, specifications, bidding documents and similar project related items in addition to those required to be delivered to CITY; photography; and costs of acquiring other materials specifically for and solely applicable to this Project. Mileage rates shall be in accordance with current published Internal Revenue Service's rates. The amount payable to CONSULTANT for Reimbursable Expenses will be the

charge at actual cost.

C. Opinion of Probable Costs

Opinions of probable cost, cost estimates, and construction cost estimates provided will be made based upon the CONSULTANTS' experience and qualifications as professional engineers. However, since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or other market conditions, any opinions of cost shall be accepted by CITY.

In the event the CITY desires a level of accuracy of an estimate which establishes cost ceilings or detailed cost component analyses, the CONSULTANT will upon written authorization from the CITY secure the services of a specialized cost estimating and analyzing firm acceptable to the CITY. The CITY shall agree to the payment of additional compensation as required.

D. Construction Phase

During any construction phase, the CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction as determined by the CONSULTANT or otherwise agreed in writing to observe the progress and quality of the executed work of contractors and to determine in general if such work is proceeding in accordance with the contract documents. The CONSULTANT shall not be requested to make exhaustive or continuous on-site inspections to check the quality or quantity of such work, nor shall CONSULTANT be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to such work. The CONSULTANT shall not be responsible for the failure of the contractors to perform the work in accordance with the contract documents nor guarantee such work in any manner. The CONSULTANT'S efforts will be directed toward providing a greater degree of confidence for the CITY that the completed work of the contractors will conform to the contract documents, and the CONSULTANT, based on on-site observations, will keep the CITY informed of the progress of the work.

E. Invoices

Invoices will be prepared and linked to approved Task Orders submitted by the CONSULTANT not more often than monthly, and are due and payable by the CITY on receipt. Unpaid balances shall be subject to an additional interest charge at the rate of one and one half percent (1.5%) per month after 30 days from date of billing. In addition, the CONSULTANT may, if payment is not received within 30 days of billing date, after giving seven days written notice to the CITY, suspend Services without liability until the CITY has paid in full all amounts due the CONSULTANT.

F. Termination

The obligations of the CONSULTANT to provide further Basic Services or Additional Services under this Agreement may be terminated (i) by the CITY on seven days' written notice or (ii) by either party upon seven days' written notice in the event of a substantial failure of the other party to perform its obligations under the Agreement through no fault of the terminating party. The right of termination in this paragraph shall in no way limit the remedies available to CITY or CONSULTANT in the event of a default by the other party.

G. Insurance

The CONSULTANT agrees to purchase at its own expense Worker's Compensation insurance, Professional Liability insurance and Commercial General Liability insurance and will, upon request, furnish insurance certificates to the CITY. The CONSULTANT agrees to purchase whatever additional insurance is requested by the CITY (presuming such insurance is available), provided the premiums for additional insurance are reimbursed by the CITY.

H. Indemnification

It is understood and agreed that, in providing the Services and Additional Services, if any, the CONSULTANT shall indemnify the CITY for any loss or damage solely caused by the CONSULTANT'S negligent act, error or omissions in performance of the Services except for Uninsurable Activities.

Uninsurable Activities shall be defined as undertaking uninsurable obligations for the CITY'S benefit which may involve the presence or potential presence of hazardous substances, including, but not limited to, activities relating to hazardous waste disposal and cleanup of environmental pollutants ("pollutants" meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor soot, fumes, acids, alkalis, chemicals, waste and waste materials to be recycled, reconditioned or reclaimed); liability relating to asbestos including specification of a product, material or process containing asbestos; failure to detect the existence or proportion of asbestos in a product, material or process; the abatement, replacement or removal of a product, material or process containing asbestos, and activities resulting in the actual, alleged or threatened discharge, dispersal, release or escape of pollutants and any other similar activity for which insurance is reasonably unavailable.

I. Gratuities

The CONSULTANT represents that no gratuities (in the form of the entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the CITY with a view towards securing a contract or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

J. Confidentiality

The CONSULTANT shall maintain as confidential and not disclose to others without CITY'S prior written consent, all information obtained from CITY, not otherwise previously known to the CONSULTANT or in the public domain, as owner expressly designates in writing to be "CONFIDENTIAL". The provisions of this paragraph shall not apply to information in whatever form which is published or comes into the public domain through no fault of the CONSULTANT, is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

CITY agrees that CONSULTANT may use and publish CITY'S name and general description of the CONSULTANT'S services with respect to the Project in describing the CONSULTANT'S experience and qualifications to other clients or potential clients.

K. Use of Documents

All documents, including drawings, specifications, and electronic media prepared or furnished by CONSULTANT (and CONSULTANT'S subsidiaries, independent professional associates, consultants and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CITY may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for use or reuse by owner or others to complete the project or for extensions of the Project or on any other project. Any use or reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY'S sole risk and without liability or legal exposure to CONSULTANT or to the CONSULTANT'S subsidiaries, independent professional associates, special consultants and subcontractors. CITY agrees to defend, indemnify and hold harmless the CONSULTANT from any and all costs, expenses (including reasonable litigation costs), fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of such reuse or alteration by the CITY or acting through the CITY. Any such verification or adaptation will entitle the CONSULTANT to further



compensation at rates to be agreed upon by CITY and the CONSULTANT.

L. Proprietary Data

Any technical and pricing information contained in this Agreement is to be considered confidential and proprietary and is not to be disclosed or otherwise made available to third parties without the express written consent of CONSULTANT.

M. Governing Law - Miscellaneous

This Agreement is to be governed by and construed in accordance with the laws of the State of Nebraska.

The Agreement expresses the entire Agreement between the parties, and no representations, promises or warranties have been made by either of the parties that are not fully expressed herein.

N. Non-Discrimination

The CONSULTANT shall not discriminate against any employee, or applicant for employment, to be employed in the performance of the work on the Project, because of race, color, religion, sex, disability, or national origin, with respect to the hire, tenure, terms, conditions, or privileges of employment of such employee or applicant. The CONSULTANT shall include this same, or substantially similar, provision in any contract with any subcontractor hired by the CONSULTANT for the performance of work on the Project.

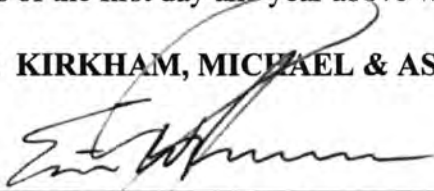
O. Services Utilizing Federal Funds

Services provided to the CITY by the CONSULTANT that are funded with federal funds will utilize the appropriate contracts which stipulate the necessary terms and conditions, if required. Such requirement shall be spelled out in the specific Task Order. In the absence of such requirements, the terms and conditions stipulated herein shall apply.

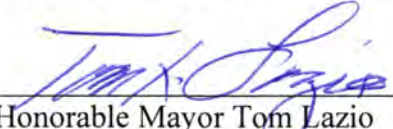
This Agreement is binding on successors and assigns of either party, and neither party shall assign any rights under or interest in this Agreement without the consent of the other party, except that the Engineer may without such consent employ consultants and others in the performance of the Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials as of the first day and year above written:

CONSULTANT: **KIRKHAM, MICHAEL & ASSOCIATES, INC.**

  
\_\_\_\_\_  
Eric W. Johnson, Vice President

CITY: **CITY OF OTTUMWA, IOWA**

  
\_\_\_\_\_  
Honorable Mayor Tom Lazio

**KIRKHAM, MICHAEL & ASSOCIATES, INC. – CONSULTANT**

**OTTUMWA REGIONAL AIRPORT, CITY OF OTTUMWA,  
IOWA – “CITY”**

**TASK ORDER No. 1**

**TASK ORDER #: 1**

**OWNER**

**NAME:** City of Ottumwa, Iowa

**PROJECT**

**NAME:** Ottumwa Regional Airport

**PROJECT#:** \_\_\_\_\_

SERVICES PROVIDED SHALL BE IN ACCORDANCE WITH PROVISIONS OF THE MASTER AGREEMENT EXECUTED \_\_\_\_\_, 2020.

1. SCOPE OF SERVICES	2. COMPENSATION
3. DELIVERABLES	4. SCHEDULED MILESTONES

**5. EXECUTION**

**KIRKHAM, MICHAEL & ASSOCIATES, INC.**

**OTTUMWA REGIONAL AIRPORT  
CITY OF OTTUMWA, IOWA**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Eric W. Johnson, Vice President

Printed name

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

CITY OF OTTUMWA

Staff Summary

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

2020 APR 16 PM 3:16

Council Meeting of: April 21, 2020

011

Alicia Bankson

Prepared By

*Larry Seal*

Department Head

Engineering Department  
Department

*Rig Pitt*

City Administrator Approval

AGENDA TITLE: Resolution #71-2020. Approving Supplemental Agreement No. 1 between the City of Ottumwa and Garden & Associates, LTD for additional Professional Engineering Services for preliminary site survey for design purposes for the Woodland Avenue Reconstruction 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 #71-2020.

DISCUSSION: The City of Ottumwa entered into a Professional Services Agreement with Garden & Associates on November 5, 2019 for design and bid phase services including preliminary site survey for design purposes for the Woodland Avenue Reconstruction Project.

The estimated cost for the Agreement was \$30,000.00 based on a standard hourly rate. This will increase the contract by \$10,000.

Supplemental Agreement No. 1 consists of additional professional services needed for extending the street project from 800 LF to 1,100 LF to replace existing failed sanitary sewer and to add design and survey to replace a cross county sewer. This will also add design services for separating the storm intakes from the sanitary on Green Street between Woodland Ave. and Fillmore. This area is in the Phase VIII Division 3 area and will be designed to allow the sanitary to be connected in the future without removing any of the newly installed street pavement.

Source of Funds: RU

Budgeted Item:

Budget Amendment Needed:



RESOLUTION #71-2020

A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN THE CITY OF OTTUMWA AND GARDEN & ASSOCIATES, LTD FOR THE WOODLAND AVENUE RECONSTRUCTION PROJECT.

WHEREAS, A Professional Services Agreement was entered into on November 5, 2019 between the City of Ottumwa and Garden & Associates, LTD for design and bid phase services including preliminary site survey for design purposes for the Woodland Avenue Reconstruction Project., and

WHEREAS, This resolution will approve Supplemental Agreement No. 1 for the expansion of design services by sewer separation on Green Street and extending Woodland reconstruction by \$10,000.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The said Supplemental Agreement No. 1, between the City of Ottumwa and Garden & Associates, Ltd is hereby approved and the Mayor is authorized to sign.

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of April 2020.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:~

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

Christina Reinhard, City Clerk

PROFESSIONAL SERVICES AGREEMENT

This agreement made between City of Ottumwa, Iowa

the CLIENT and GARDEN & ASSOCIATES, LTD., the CONSULTANT, for services concerning the following PROJECT:

East Woodland Avenue Reconstruction - from Court Street to approximately <sup>1,100'</sup> 800' east. Includes complete reconstruction of the roadway, upgrades to the storm sewer system, and replacement of the sanitary sewer main. Topographic survey will extend to North Green Street, AND SOUTH ON GREEN TO FILMORE STREET. INCLUDE NEW STORM SEWER FROM WOODLAND TO FILMORE.

GARDEN & ASSOCIATES, LTD. agrees to perform the following professional services in connection with the PROJECT:

Design and Bid Phase services including preliminary site survey for design purposes.

The CLIENT hereby agrees to provide the CONSULTANT all criteria, design and construction standards, and full information as to the CLIENT'S requirements for the PROJECT. Other terms and conditions of this contract, including time of performance are as follows:

None.

The CLIENT agrees to compensate the CONSULTANT for services rendered under this agreement on the following basis:

Standard hourly rates with an estimated cost of <sup>\$40,000</sup> ~~\$30,000~~. Rate schedule is attached.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED HERETO.

This agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

CLIENT

11.5.19

DATE

Tom J. Sigler 4.21.2020

FOR GARDEN & ASSOCIATES, LTD.

10.9.19

DATE

B/A 4/14/20



CITY OF OTTUMWA

Staff Summary

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

2020 APR 16 PM 4:06  
OTTUMWA

Council Meeting of: April 21, 2020

Engineering Department  
Department

Alicia Bankson  
Prepared By  
*Darryl Seal*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution #72-2020. Approving Amendment to Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. to add design engineering services for the CSO Blake's Branch, Phase 8, Division 1 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 #72-2020.

DISCUSSION: The City of Ottumwa entered into an Agreement for Professional Services with Veenstra & Kimm, Inc. on June 5, 2018. The Amendment to Agreement for Blake's Branch Sewer Separation Phase 8, Division 1 project. The amendment will add three separate sections to the base contract.

Ottumwa Water requested that we add water main replacement into our design contract after the original design contract was awarded. The first section of our amendment is for design engineering services for replacing water mains throughout the Phase VIII Division I Division I area. This design cost would include numerous other tasks such as removal and replacement of additional sidewalks/driveways to accommodate the water main alignment, street return extensions, pavement replacement, tree removal and additional items. This adds a not to exceed amount of \$98,900.

Item two adds for engineering services which include shop drawing reviews and approvals, field design conflicts and resolutions, Coordinate laboratories testing and interpretation of plans and specification with prime contractor and advise owners as needed. This is a direct hourly rate contract not to exceed \$248,700.

The third amendment section is for full time construction observation of an onsite inspector to monitor construction activities. This inspector is the representative of the City in both quality control and problem resolution working closely with the Public Works Director. They work closely with the business owners to assure reasonable access and to coordinate utility interruptions. This is a hourly rate contract with an estimated 6,960 hours based on a three year construction schedule and is estimated at \$604,000. We have been working with the prime contractor and they plan on an aggressive schedule with substantial completion in a two year window which would reduce the total amount.

Source of Funds: TIF, RU, LOST

Budgeted Item: Yes

Budget Amendment Needed: No

Base design contract	\$ 596,000
Amendment 1	
Add water main design services	\$ 98,000
Construction Management	\$ 248,000
Construction observation	\$ 604,000

Source of Funds: TIF, RU, LOST

Budgeted Item: Yes

Budget Amendment Needed: No



RESOLUTION #72-2020

A RESOLUTION APPROVING AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OTTUMWA AND VEENSTRA & KIMM, INC. FOR THE CSO BLAKE'S BRANCH, PHASE 8, DIVISION 1 PROJECT

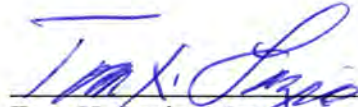
WHEREAS, An Agreement for Professional Services was entered into on June 5, 2018 between the City of Ottumwa and Veenstra & Kimm, Inc.; and

WHEREAS, This resolution will amend the Agreement to add design engineering services for replacing water mains and to add construction services for the project.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The said Amendment to Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. is hereby approved and the Mayor is authorized to sign.

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of April 2020.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

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

**AMENDMENT TO AGREEMENT**

**OTTUMWA, IOWA  
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 1  
PROFESSIONAL ENGINEERING SERVICES**

**THIS AMENDMENT TO AGREEMENT**, made and entered into this 21<sup>st</sup> day of April, 2020, by and between the **CITY OF OTTUMWA, IOWA**, hereinafter referred to as the **Owner or City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**.

**WITNESSETH, THAT WHEREAS**, in an Agreement dated June 5, 2018, the City retained the services of the Engineers to provide design engineering services for the construction of a sewer separation project referred to as **Blake's Branch Sewer Separation, Phase 8, Division 1**, or **Project**, and

**WHEREAS**, the City requested the Engineers to add design engineering services for construction of replacement water mains within the Project construction limits, and

**WHEREAS**, the City requested the Engineers perform construction services for the Project, and

**WHEREAS**, the City desires to amend the Agreement dated June 5, 2018 to add design engineering services and construction services for the Project.

**NOW, THEREFORE**, it is agreed by and between the parties hereto that the Agreement dated June 5, 2018 is amended by the following additions, deletions and modifications, to wit:

Under "**1. SCOPE OF PROJECT**" following subparagraph a. add the following:

"b. The design of approximately 8,200 Linear Feet of water main ranging from 4-inch to 16-inch diameter in the area designated as Blake's Branch Sewer Separation Phase 8, Division 1. The estimated cost of this additional water main improvements is Two Million Dollars (\$2,000,000)."

Under "**2. SCOPE OF SERVICES**.", following paragraph "n.", add the following:

"o. **Work Task 15 – Preconstruction Conference**. The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the City, the Engineers, the Contractor, and utility companies affected by the Project. At this conference a detailed construction schedule will be determined.

- p. **Work Task 16 – General Services During Construction.** The Engineers shall provide general services during construction including, but not limited to, the following:
1. Establishment of bench-mark and/or base line to permit start of construction work.
  2. Consult with and advise Owner.
  3. Coordinate work of testing laboratories for concrete and moisture density tests.
  4. Assist in interpretation of plans and specifications.
  5. Review shop drawings and data of manufacturers.
  6. Process and certify payment estimates of the Contractor to Owner.
  7. Prepare and process necessary change orders or modifications to the construction contract.
  8. Make routine and special trips to the Project site as required.
  9. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.
  10. Provide the City with a reproducible set of plans showing final construction.
- q. **Work Task 17 – Resident Review.** The Engineers shall provide resident review during construction including, but not limited to, the following:
1. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.
  2. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to ensure proper review of the construction work. On-site review shall take place on a regular basis during construction work on the Project.

- r. **Work Task 18 – Final Review.** The Engineers shall make a final review of the Project after construction is completed to determine the construction substantially complies with the plans and specifications. The Engineers shall certify the completion of the work to the City when construction substantially complies with the plans and specifications.”.

Under "**4. COMPENSATION**", following paragraph "a.", add the following:

- "b. The fee for additional water main design engineering services for the Project as set out in **2. SCOPE OF SERVICES** amended through **3. DESIGN CONFERENCES AND REPORTS** shall be based on the standard hourly fees for the time the Engineers’ personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The additional fee for engineering design services for water main improvements shall not exceed the sum of Ninety-eight Thousand Nine Hundred Dollars (\$98,900).
- c. The fee for construction services for the Project as set out in additional engineering design services for the Project, as set forth in "**2. SCOPE OF SERVICES, Paragraph o., Paragraph p. and Paragraph r.**" encompassing the work set forth from "**Work Task 15 – Preconstruction Conference**", "**Work Task 16 – General Services During Construction**" and "**Work Task 18 – Final Review**" shall be based on the standard hourly fees for the time the Engineers’ personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The additional fee for construction services shall not exceed the sum of Two Hundred Forty-eight Thousand Seven Hundred Dollars (\$248,700).
- d. The fee for construction services for the Project, as set forth in "**2. SCOPE OF SERVICES, Paragraph q., Work Task 17 – Resident Review**" for the Project shall be based on standard hourly rates for the person involved in the Project for time period requested by the City, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. For budgeting purposes, it is estimated the Project will be based on three (3) construction seasons or six thousand nine hundred sixty (6,960) hours of resident review time will be provided. The estimated fee is Six Hundred Four Thousand Six Hundred Dollars (\$604,600).”.

Under "**7. SERVICES NOT INCLUDED**" following paragraph "g.", delete paragraph "h." and add the following:

- "h. **Construction Staking.** Construction Staking shall be performed by the Project’s Construction Contractor.”.



Under "13. TIME OF COMPLETION" add the following to the end of paragraph:

**"Work Task 15 - Preconstruction Conference, Work Task 16 - General Services During Construction, Work Task 17 - Resident Review and Work Task 18 - Final Review shall be completed by December 15, 2022."**


The undersigned do hereby covenant and state this Amendment to Agreement is executed in duplicate as though each were an original and there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this Amendment to Agreement, nor have any of the above been implied by or for any party to this Amendment to Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto subscribed their names on the date first written above.

**CITY OF OTUMWA, IOWA**

ATTEST:

By   
Mayor

By   
City Clerk



**VEENSTRA & KIMM, INC.**

ATTEST:

By 

By 

CITY OF OTTUMWA

Staff Summary

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

2020 APR 16 PM 4:08

OTT

Council Meeting of: April 21, 2020

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

\_\_\_\_\_  
Alicia Bankson  
Prepared By

\_\_\_\_\_  
Larry Seals *Larry Seals*  
Department Head

*[Signature]*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution #73-2020. Authorizing the Mayor to execute six Easement Agreements for Construction and Maintenance of Public Improvements for the CSO, Blake's Branch, Phase 8, Div. 1 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 #73.2020.

DISCUSSION: The easements are required to allow new construction across private property. They allow for temporary right of access for future maintenance as needed.

The permanent and temporary easements will be recorded and will be deemed to run with the land.

The temporary easements are in effect during construction and allow areas wide enough for construction activities, once completed the temporary easements sunset.

Staff will present easements for approval and recording as they are developed and finalized.

RESOLUTION #73-2020

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE 6 EASEMENT AGREEMENTS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS FOR THE CSO, BLAKE'S BRANCH, PHASE 8, DIVISION 1 PROJECT.

WHEREAS, The project will consist of installation of cross county sanitary sewer lines.

WHEREAS, This resolution will authorize the Mayor to sign the 6 easements with property owners for construction of the public improvements.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is authorized to sign the six easement agreements for the CSO, Blake's Branch, Phase 8, Division 1 Project.

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of April, 2020.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

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

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

2020 APR 16 PM 3:16

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

Council Meeting of : Apr 21, 2020

Park & Recreation  
Department

Gene Rathje  
Prepared By  
Gene Rathje  
Department Head

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

AGENDA TITLE: **Resolution #77-2020, Accepting the low bid for the Basketball Court Concrete Slab**

\*\*\*\*\*

**\*\*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 # 77-2020.**

DISCUSSION: The City of Ottumwa received 5 bids for a new outdoor basketball court concrete slab in Ottumwa Park. The low bid is from McClure Concrete for \$17,568.50. The court will be built in the south end of Ottumwa Park. After the concrete cures, parks employees will install 2 high quality basketball goals and paint the lines on the court. This project was funded by a \$25,000 grant from the Wapello County Foundation.

Source of Funds: **Wapello County Foundation Grant**

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



**RESOLUTION No. 77-2020**

**A RESOLUTION ACCEPTING THE LOW BID FOR A CONCRETE BASKETBALL  
COURT SLAB IN OTTUMWA PARK**

**WHEREAS,** The City of Ottumwa received a grant from the Wapello County Foundation for \$25,000 for a new outdoor basketball court in Ottumwa Park, and;

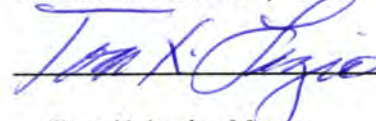
**WHEREAS,** The existing basketball courts in Ottumwa Park are 45 years old and in poor condition and a new basketball court is needed to serve the recreational needs of Ottumwa residents, and;

**WHEREAS,** Bids were received proper and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of the above referenced project is made to the lowest responsible bidder, McClure Concrete of Ottumwa, Iowa, in the amount of \$17,568.00.

APPROVED, PASSED AND ADOPTED, this 21<sup>st</sup> day of April, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

Basketball Court - Concrete Slab  
Ottumwa Park

<b>4/15/2020</b>	<b>Bid</b>
McClure & Company Concrete, Inc. Ottumwa, IA	<b>\$ 17,568.50</b>
Christy Construction Ottumwa, IA	<b>\$ 22,975.00</b>
Drish Construction, Inc. Fairfield, IA	<b>\$ 26,890.00</b>
JC Construction LLC Marshalltown, IA	<b>\$ 36,165.00</b>
Pillar, Inc. Huxley, IA	<b>\$ 36,600.00</b>

CITY OF OTTUMWA, IOWA

PROPOSAL FOR Basketball Court

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for 50' x 75' slab and agrees to furnish said Per. Specs in accordance with those documents.

\$ 17,568. <sup>50</sup>/<sub>100</sub>

TOTAL CASH PRICE FOR PROJECT

\*PROJECT MUST BE COMPLETED BY JUNE 30, 2020.

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

Local Preference: Ordinance 2937-2004 gives a 3% preference to vendors located within the corporate City limits on bids accepted by the City.

If my bid is accepted, the undersigned further agrees to enter into a contract for delivery of said CONCRETE SLAB according to instructions as issued by the City and at the time requested.

McClure and Company Concrete Inc 514 6th Street Ott. IA 641-682-5589  
Name of Company Phone Number

Greg McClure  
Printed Name

By Greg McClure  
Authorized Signature

4/15/2020  
Date

Supervisor  
Title

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

2020 APR 17 11:09:01

Item  
Tabled  
3-1  
vote

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

Council Meeting of : Apr 21, 2020

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 78-2020 - Reserve \$100,000 to cover costs associated with Bridge View Center due to lost revenue related to COVID-19.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 78-2020.

DISCUSSION:

Issue: Due to the current pandemic the revenue generating operations have been shut down at several city owned facilities including BVC.

Background: BVC is a city owned facility operated through a contract with VenuWorks. The shut down forced the cancellation of community events which generate revenue through rental agreements, ticket sales, and food and beverage sales. Unfortunately, many overhead costs still exist. VenuWorks applied for and received relief under the Payroll Protection Plan (PPP) which covers the labor related costs. This resolution requests \$100,000 be set aside for BVC to request for the other ongoing operational shortfall. These funds will be tracked for application of future recovery.

Source of Funds: Establish as a receivable related to recovery via future revenue or grants

Budgeted Item:

Budget Amendment Needed: Yes



**RESOLUTION NO. 78-2020**

**RESOLUTION SETTING ASIDE AND RESERVING \$100,000 TO COVER COSTS ASSOCIATED WITH BRIDGE VIEW CENTER DUE TO LOST REVENUE RELATED TO COVID-19**

**WHEREAS**, the City of Ottumwa, Iowa owns the Bridge View Center (BVC) facility; and

**WHEREAS**, the City of Ottumwa, Iowa has entered into contract with VenuWorks to operate the facility on behalf of the city; and

**WHEREAS**, on March 17, 2020 the State of Iowa began a process to shut down certain aspects of the state economy, leading to a prohibition of mass gatherings greater than ten people; and

**WHEREAS**, the order from the State has negatively impacted the revenue necessary to offset the associated facility expenses; and

**WHEREAS**, it is necessary and appropriate based upon the Operating Agreement with VenuWorks that additional funding be provided to continue to pay facility expenses through the end of the fiscal year in light of the fact that no revenue is expected.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that the Finance Department will set aside \$100,000 in a receivable account to cover the costs associated with the Bridge View Center through the end of the fiscal year 2019-2020; and

**BE IT FURTHER RESOLVED**, by the Ottumwa City Council of the City of Ottumwa, Iowa, that VenuWorks shall continue to mitigate the ongoing expenses through the end of the fiscal year; and

**BE IT FURTHER RESOLVED**, by the Ottumwa City Council of the City of Ottumwa, Iowa, that VenuWorks shall submit a written request including associated documentation for advances from the \$100,000 pool to cover costs associated with the Bridge View Center; and

**BE IT FURTHER RESOLVED**, by the Ottumwa City Council of the City of Ottumwa, Iowa, that VenuWorks shall continue to work with the City to identify and acquire revenue opportunities to mitigate the deficit and reimburse the advance; and

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

APPROVED, PASSED AND ADOPTED, this 21<sup>st</sup> day of April, 2020.

CITY OF OTTUMWA, IOWA

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Tom Lazio, Mayor

ATTEST:

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Christina Reinhard, City Clerk