

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 20
Council Chambers, City Hall

June 16, 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 June 25, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on June 25, 2020: mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following requirements: social distancing: the gathering organizer must ensure at least six feet of physical distance between each group or individual attending alone and implement reasonable measures under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 17 on May 29, 2020 and Regular Meeting No. 18 on June 2, 2020 and Special Meeting No. 19 on June 9, 2020 as presented.
2. Acknowledgement of May financial report and payment of bills as submitted by the Finance Department.
3. Recommend re-appointment of William Hansen to the Cemetery Board of Trustees, term to expire 7/1/2027 and Chuck Manson to the Ottumwa Water Works Board of Trustees, term to expire 7/22/2026.
4. Approve the appointment of Tyler Phillips to the position of Equipment Operator – Sewer Maintenance Department effective June 29, 2020.
5. Approve the appointment of Tina Jaegers to the position of Accountant in the Finance Department effective on or about July 6, 2020.
6. Approve the purchase of a Batwing Flex Finishing Grooming Mower from Sinclair Implement for \$15,100 for WPCF; FY 20-21.
7. Resolution No. 135-2020, setting July 7, 2020 as the date of a public hearing on the disposition of City owned property located at 529 Appanoose.
8. Resolution No. 143-2020, approving the contract, bond and certificate of insurance for the 2020 Asphalt Street Repair Program.
9. Resolution No. 144-2020, approving the contract, bond and certificate of insurance for the 2020 Chip Seal Program.
10. Resolution No. 145-2020, approving the contract, bond and certificate of insurance for the 2020 Sanitary Utility Access Program.
11. Resolution No. 146-2020, approving the contract, bond and certificate of insurance for the 2020 Sidewalk Drop and Detectible Warning Installation Program.
12. Resolution No. 147-2020, approving the contract, bond and certificate of insurance for the 2020 Street Crack & Seal Program.
13. Resolution No. 150-2020, approving the Wapello County/City of Ottumwa Law Enforcement Center Maintenance Budget for Fiscal Year ending June 30, 2021.
14. Resolution No. 151-2020, accepting the work as final and complete and approving the final pay request for the Building #34 Reroofing Project at the Ottumwa Regional Airport.
15. Resolution No. 152-2020, providing for the financial support of the Area 15 Regional Planning Commission for Fiscal Year 2020-21.

16. Cigarette Permit Applications for: Dollar General #7179 (721 N. Quincy Ave.), Dollar General #2898 (921 E. Main St.), Hy-Vee, Inc. DBA Hy-Vee #2 C-Store (2547 N. Court), Hy-Vee, Inc. DBA Hy-Vee #2 (2453 N. Court), Hy-Vee, Inc. DBA Hy-Vee Drugstore (1140 N. Jefferson St.), Hy-Vee, Inc. DBA Hy-Vee #1 (1025 N. Quincy), Hy-Vee, Inc. DBA Hy-Vee #1 Gas (1027 N. Quincy), Walmart Inc. DBA Walmart #1285 (1940 Venture Dr.), Smokin' Joe's Tobacco & Liquor Outlet #5 (1115 Albia Rd.), Fine Liquor & Tobacco (821 B Albia Rd.), Iowa Liquor & Tobacco (1021 E. Main St.), Ottumwa Grocery LLC (129 E. Second St.).
17. Beer and/or liquor applications for: Yesway Store #10012, 2508 N. Court; Yesway Store #10013, 534 Church St.; Yesway Store #10014, 502 W. Second; Yesway Store #10030, 1317 E. Mary St.; Jade Palace, 1404 Sherwood; Happy Joe's Pizza, 315 Church St.; Mike's Pizza & Steakhouse, 2517 Northgate St.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Update on procedures and facility access during COVID-19; revenue reimbursement legislative action
2. Andy Wartenburg – CVB Update
3. Update on OTA Transition to 10-15
4. Comprehensive Plan Open House

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Bid report to reject bids received on the 2020 Catch Basin Replacement Program.

RECOMMENDATION: Reject bids received.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the status of funded activities for the Main Street Green Infrastructure CDBG Project in the City of Ottumwa, Iowa.

A. Open the public hearing.

B. Close the public hearing.

C. Bradley J. Grefe, Senior Planner for Area 15 RPC, will update the City Council on the Main Street Green Infrastructure Project occurring now in the 100-300 blocks of E. Main Street. This update is a CDBG requirement.

RECOMMENDATION: Receive update on the Main Street Green Infrastructure Project.

2. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the rebid of WPCF-Final Clarifier Sand Blasting Primer and Painting Project.

A. Open the public hearing.

- B. Close the public hearing.
- C. Resolution No. 131-2020, approving the plans, specifications, form of contract and estimated cost for the rebid of WPCF-Final Clarifier Sand Blasting Primer and Painting Project.

RECOMMENDATION: Pass and adopt Resolution No. 131-2020.

- 3. This is the time, place and date set for a public hearing on the Proposed Amendment to the FY20 City Budget.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 139-2020, amending the annual budget for the fiscal year ending June 30, 2020.

RECOMMENDATION: Pass and adopt Resolution No. 139-2020.

H. RESOLUTIONS:

- 1. Resolution No. 140-2020, authorizing the solicitation of bids for Non-commercial trash, recyclables, bulky items and yard waste collection within the City of Ottumwa, Iowa beginning July 4, 2021.

RECOMMENDATION: Pass and adopt Resolution No. 140-2020.

- 2. Resolution No. 141-2020, approving an advance of funds from the Road Use Tax Fund to the Sidewalk Program Fund 307.

RECOMMENDATION: Pass and adopt Resolution No. 141-2020.

- 3. Resolution No. 142-2020, declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified Projects.

RECOMMENDATION: Pass and adopt Resolution No. 142-2020.

- 4. Resolution No. 148-2020, approving Change Order No. 1 and accepting the work as final and complete for the 2019 Sidewalk Drop and Detectible Warning Installation Program.

RECOMMENDATION: Pass and adopt Resolution No. 148-2020.

- 5. Resolution No. 149-2020, authorizing the transfer of assets from City of Ottumwa to Ten-Fifteen Regional Transit Agency effective July 1, 2020.

RECOMMENDATION: Pass and adopt Resolution No. 149-2020.

I. ORDINANCES:

- 1. Ordinance No. 3174-2020, amending Chapter 31, Section 14 of the Municipal Code of the City of Ottumwa, Iowa entitled "Fees and Charges, Costs" relative to sewer fees and charges by repealing Section 31-14 it in its entirety and enacting a new Section 31-14 in lieu thereof.

RECOMMENDATION: Pass and adopt Ordinance No. 3174-2020.

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 6/12/2020 TIME: 9:15 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 #20 to be held on 6/16/2020.

*** FAX MULTI TX REPORT ***

JOB NO. 2054
DEPT. ID 4717
PGS. 5

TX INCOMPLETE -----

TRANSACTION OK 96847834
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ERROR 916416828482

Ottumwa Courier
KTVO
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MEMO: Tentative Agenda for the Regular City Council Meeting #20 to be held on 6/16/2020.

SPECIAL MEETING NO. 17
Council Chambers, City Hall

May 29, 2020
12:00 O'Clock P.M.

The meeting convened at 12:00 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 June 25, 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 reqs 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 min of 4 minutes for each PH Item to allow time for individuals to call in for questions/concerns.

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

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

This was the time, place and date set for a public hearing on the proposal to enter into an Option to Purchase Real Property with Cutler Development, LLC, which includes the potential sale of the City's interest in real property. Dir. of Hlth. Insp. & Planning Flanagan reported Cutler Development, LLC, wishes to purchase the south half of the Washington St. parking lot (on the corner of W. Main and S. Washington). This property is planned to be a mixed-use development, elevation commercial and upper story housing that will include mixed income housing occupancy. The developer, Scott Culter, will be applying for both Iowa Workforce Housing Program and Federal Home Loan Bank Rental Housing Program financing assistance. This will be the City's first public/private development effort in conjunction with the Build Grant river corridor initiative. The offer is \$5,000 for the lot with the term of the purchase agt. being 12 months. There will be approx. 24 living units included in the development; three story bldg. The style of this development will be different than previous ones and execution will also be different; tied to stringent rules. Cutler Development is applying for federal assistance which will also be tied to standards and regulations that must be met when developing property. No objections were received. Dalbey moved, seconded by Meyers to close the public hearing. All ayes.

Meyers moved, seconded by Dalbey that Res. No. 120-2020, approving and authorizing execution of an Option to Purchase Real Property by and between the City of Ottumwa and Cutler Development, LLC, and the potential sale of real property thereunder, be passed and adopted. All ayes.

Dalbey moved, seconded by Stevens that Res. No. 125-2020, a resolution in support of Workforce Housing Program and Federal Home Loan Bank Rental Housing Program Financing Assistance Applications to be submitted by Scott Cutler for a Housing Development Project in the City of Ottumwa, Wapello County, IA, be passed and adopted. Dir. of Hlth. Insp. & Planning Flanagan reported this resolution shows the City's support of Cutler Development for applying for multiple Federal Financing Assistance. We have a cap for TIF rebatement of \$2.5 Million with our likely assessments being between \$1.6-1.8 Million for approx. 25 years. This rebatement is 15 yr retention. This partnership will allow us availability to grow our hotel/motel tax with sales tax income increasing at a greater clip. Our not to exceed \$2.5 Million is a conservative est. for this project. Other questions asked by Council: How does this development play into our housing needs assessment for the City? Is there a demand for housing in

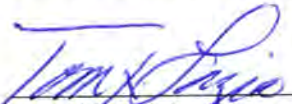
this income bracket compared to what has been done so far? Council members have some reservations about replacing our taxing needs for rebatements; we must look for revenue projects instead. All ayes.

Proposed reopening of the Beach Ottumwa. Proceed with re-opening of the Beach Ottumwa under the prescribed guidelines and procedures outlined by Governor Reynolds. City Admin. Rath and Parks & Rec Dir. Rathje presented on this topic. Governor Reynolds has lifted restraints to allow opening of pools for lap swimming. Will start training lifeguards so if other restrictions are lifted on June 17, we will be ready to open. The Beach will be deep cleaned Saturday after Test Iowa vacates the premises. We are taking a proactive approach; keeping chairs, picnic tables, serving tables all 6-8 ft apart with Plexiglas shields installed in contact areas and will also encourage everyone to wear masks if not able to stay 6 ft. apart in distance. Lifeguards need to focus on the water. These regs will be handled by employees at the front desk and supervisors. Council recommended that this plan be reviewed by our County EMA (Tim Richmond) to remain compliant with the county wide plan for hlth and safety.

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

Adjournment was at 12:46 P.M.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 18
Council Chambers, City Hall

June 2, 2020
5:30 O'Clock P.M.

The meeting convened at 5:36 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, and extended through June 25, 2020. Effective 12:01 a.m. on June 1, 2020, and continuing until 11:59 p.m. on June 17, 2020: mass gatherings or events of more than 10 ppl. in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following reqs: limit the number of participants present in any indoor venue by 50% of its normal operating capacity and ensure at least six ft of physical distance between each group or individual attending alone are followed. The City Admin. will continue to evaluate the impact of COVID-19 on our community and will follow the guidelines and reqs 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 PH Item to allow time for individuals to call in for questions/concerns.

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

Meyers moved, seconded by Berg to approve the following consent agenda items Mins. from Reg. Mtg. No. 16 on May 19, 2020 as presented; Approve the appointment of Lori Creech to Equip. Operator – Landfill eff. May 11, 2020; Approve the appointment of Jeff Kropf to Equip. Operator – St. Cleaning Dept. eff. May 26, 2020; Approve a two-yr. lease agt. with A&A Storage, LLC for the rental of a portion of Bldg. No. 38 at 14478 Terminal Ave. at the Ottumwa Regional Airport; Cigarette Permit Applications for: Elliot Oil Company – Albia Road BP (1340 Albia Rd.), North Court BP (1301 N. Court St.), Penn & Jeff BP (1147 N. Jefferson), Richmond & Ferry BP (720 Richmond Ave.), W. Second BP (1049 W. Second), Casey's General Stores - #7 (1001 E. Main), #1678 (346 Richmond Ave.), #2208 (1603 W. Second), #1886 (504 W. Mary St.), Fareway Stores #648 (1325 Albia Rd.), Smokin Hot, LLC (2604 N. Court, Suite A), Walgreens #1301 (327 W. 4th St.), Yesway #1012 (2508 N. Court St.), Yesway #1013 (534 Church St.), Yesway #1014 (502 W. Second St.), Yesway #1030 (1317 E. Mary St.). Beer and/or liquor applications for: Front Runners, 837 Church St.; American Legion OB Nelson #3, 550 W. Main St.; Appanoose Rapids, 332 E. Main St.; Champion Bowl, 2601 Roemer Ave.; with outdoor service area; Owl's Nest LLC, 116 S. Court; Applebee's, 1303 Vaughn Dr.; all applications pending final inspections. All ayes.

Roe moved, seconded by Dalbey to approve the Agenda as amended. Mayor Lazio requested to move Item D-4 up to D-1 and add recognition of Chief McAndrew, along with Oath of Office for the incoming Chief of Police. All ayes.

Mayor Lazio recognized Chief McAndrew for 32 years of service with OPD. This transitional milestone has to be gratifying for you, to see one of your own being promoted to Chief of Police. Oath of Office for the new Chief of Police was read to Lt. Farrington.

City Admin. Rath stated he has proposed a plan to return to full operations at City Hall beginning June 22, 2020 should all precautionary measures be in place to do so. On a positive note, we were able to hold this mtg. at 50% capacity. Encouraging people to call or email with city staff and make appointments. An assessment will be done by Wapello County EMA to determine if we are ready to open back up to the public. The Beach is currently open for lap swimming only; optimistic to open after June 17 should Gov. Reynolds lift restrictions.

First 100 Days Report from City Admin. Rath.

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

Roe moved, seconded by Dalbey to approve submission of a grant application and authorize the Mayor or Chief of Police to sign any related docs. as may be required to participate in the 2020 Bulletproof Vest Partnership Program through the Bureau of Justice Assistance. Chief of Police McAndrew reported this grant will cover purchases made between 4/1/20 - 8/31/22 and reimburses up to 50% of the cost of vests. This application will request twelve vests in the amount of \$11,868 for a possible reimbursement of \$5,934. All ayes.

Meyers moved, seconded by Roe to authorize the Mayor to sign the Agt. and Consent to Lien for one property (213 E. Main) in the 200 block of E. Main for Water Service Costs in connection with the Ottumwa Main St. (Downtown Streetscape) Project. All ayes.

Dalbey moved, seconded by Berg to accept bid and award contract for garage demo and fire debris clean-up at 517 S. Ward to Dan Laursen of Ottumwa, IA for \$3,600. Planner Simonson reported three bids received. The City had some problems with the lowest bidder 5 yrs. ago and he was banned from bidding any City projects for one yr. In addition, there have been fairly current problems with the low bidder placing a derelict mobile home on City property without permission. The difference between the lowest bid and the next lowest was \$190, and the City has not had any problems with the next lowest bidder, which is why staff recommends awarding the contract to Laursen. City Code Section 2-234 (f) allows the City Council in determining the "best quotation or best bid," consideration shall be given where, applicable to price, service, delivery time, maintenance, warranties, quality of the product or service and past performance of the person submitting the quote or bid. Tim Wright with Wright Contracting stated he did not agree with this decision. He provided the lowest bid and should be awarded the project. Dir. of Hlth. Insp. & Planning Flanagan stated the staff recommendation was made with consideration of past performance and also discussed on the floor of the Solid Waste Commission. City Attorney Keith also stated that the City has been struggling with Mr. Wright for a number of months. Derelict mobile homes were parked on private property at the airport without permission to do so and this has been an ongoing problem for the county as well. Any mobile homes dumped in the city or county violates our zoning ordinances and must be removed from premises. Vote taken: All ayes to award contract for garage demo and fire debris clean-up at 517 S. Ward to Dan Laursen for \$3,600.

Roe moved, seconded by Dalbey to reject bids received on the WPCF Final Clarifier Sandblasting, Priming and Painting 2020 Project. PW Dir. Seals reported two bids were received. The bids were significantly higher than the engineer's opinion of cost of \$76,000. Staff recommends rejecting the two bids and rebidding the project with a revised scope of work and start date. All ayes.

This was the time, place and date set for a public hearing on Ord. No. 3174-2020, amending Ch. 31, Sec. 14 of the Municipal Code of the City of Ottumwa, IA, regarding Sewer Fees and Charges, City of Ottumwa, Wapello County, IA. Present for discussion include PW Dir. Seals, Finance Dir. Mulder, Ted Payser of Veenstra & Kimm, and Tim Oswalt of Piper Sandifer. Proposed new sewer rates will become effective July 1, 2020 and used to fund operations of the plant, debt service and capital projects. Effective 7/1/20 base charge per month shall be \$15.65 per user; plus a user charge rate \$5.15/100 CF; effective 7/1/21 base charge per month shall be \$16.90 per user; plus a user charge rate \$5.55/100 CF; effective 7/1/22 base charge per month shall be \$18.25 per user; plus a user charge rate \$6.00/100 CF. Commodity charge for American Bottling Company will be as follows: 7/1/20 \$6.45/100 CF; 7/1/21 \$6.95/100 CF; 7/1/22 \$7.50/100 CF. For those contributors who contribute wastewater, the strength of which is greater

than normal domestic wastewater shall be charged the following surcharge: 7/1/20 \$0.319 per pound BOD and \$0.354 per pound TSS; 7/1/21 \$0.345 per pound BOD and \$0.382 per pound TSS; 7/1/22 \$0.373 per pound BOD and \$0.413 per pound TSS. This is an 8% revenue increase over the next 3 yrs. No objections were received. Roe moved, seconded by Stevens to close the public hearing. All ayes.

Meyers moved, seconded by Berg to pass the first consideration of Ord. No. 3174-2020, amending the Municipal Code of the City of Ottumwa, IA by repealing Sec. 31-14 entitled "Fees and Charges, Costs" in its entirety and enacting a new Sec. 31-14 in lieu thereof. All ayes.

Dalbey moved, seconded by Roe that Res. No. 118-2020, approving Change Order No. 2 and accepting the work as final and complete for the BVC PCC Precast Repair Project, be passed and adopted. PW Dir. Seals reported Change Order No. 2 consists of a deduct of \$6,500 as a negotiated settlement to conclude the project. New contract sum \$123,500. All ayes.

Meyers moved, seconded by Roe that Res. No. 124-2020, adopting City of Ottumwa Policy to be in full compliance with Title VI of the Civil Rights Act of 1964, related statutes and regulations concerning discrimination and to designate a Title VI Coordinator, be passed and adopted. City Attorney Keith reported the IDOT requires that the City adopt a Title VI Discrimination Policy and sign a Title VI Non-Discrimination Agt. with the State of IA to receive Federal Aide Dollars. This policy is reviewed and approved every 5 yrs. All ayes.

Roe moved, seconded by Berg that Res. No. 126-2020, award the contract for the 2020 Asphalt Street Repair Program to Norris Asphalt Paving Co., LC of Ottumwa, IA, in the amount of \$1,153,799.45, be passed and adopted. PW Dir. Seals reported one bid was received. This bid includes a base bid total of \$1,070,520. and an alternate bid total of \$83,279.45. All ayes.

Meyers moved, seconded by Dalbey that Res. No. 127-2020, award the contract for the 2020 Chip and Seal Program to Manatts Readymix of Ottumwa, IA, in the amount of \$64,303.34, be passed and adopted. PW Dir. Seals reported two bids were received. All ayes.

Roe moved, seconded by Dalbey that Res. No. 128-2020, award the contract for the 2020 Sanitary Utility Access Program to DC Concrete & Construction of Douds, IA, in the amount of \$53,300, be passed and adopted. PW Dir. Seals reported two bids were received. All ayes.

Meyers moved, seconded by Dalbey that Res. No. 129-2020, award the contract for 2020 Sidewalk Drop & Detectible Warning Installation Program to DC Concrete & Construction of Douds, IA, in the amount of \$202,375, be passed and adopted. PW Dir. Seals reported two bids were received. All ayes.

Roe moved, seconded by Stevens that Res. No. 130-2020, award the contract for the 2020 HMA, PCC Street Crack Repair Program to Wolverine Specialties, LLC of Jackson, MI, in the amount of \$22,200, be passed and adopted. PW Dir. Seals reported seven bids were received. All ayes.

Dalbey moved, seconded by Roe that Res. No. 132-2020, approving Change Order No. 1 for the 2020 Roofing Improvements Project, be passed and adopted. PW Dir. Seals reported Change Order No. 1 increases the contract amount by \$6,380. New contract sum \$117,643. All ayes.

Dalbey moved, seconded by Stevens that Res. No. 133-2020, approve the adoption of the revised City of Ottumwa Personnel Policies and Procedures, be passed and adopted. City Attorney Keith reported due to changes in IA Code Ch. 20 (Public Employment Relations) and 400 (Civil Service) that have occurred, there have been a number of sections in the Collective Bargaining Agts. which were required to be

removed from the City's union contracts. Those items, such as retirement, health insurance and job postings would need to be placed in the new Personnel Policies. All ayes.


Meyers moved, seconded by Berg that Res. No. 134-2020, recommendation to transfer \$7,654.25 to the BVC for delinquent payables due to lost revenue related to COVID-19 for the outstanding payables listing from 4/22 -5/28/20, be passed and adopted. Finance Dir. Mulder reported the invoices totaled \$8,816.14; however, BridgeView, Inc. has offered to help with some of the capital invoices, reducing the amount to \$7,654.25. These expenses will be paid using an internal loan, not to reduce the General Fund fund balance. A listing of the transfers will be provided at the next mtg. Vote taken: Ayes: Stevens, Meyers, Berg. Nays: Dalbey, Roe. Motion passed.

City Admin. Rath reported we will have a special mtg. next Tues, June 9, 2020, at 5:30 P.M. to have the second reading on the sewer rates.


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

Adjournment was at 7:05 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 19
Council Chambers, City Hall

June 9, 2020
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

In order to protect the hlth 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 June 25, 2020. Effective 12:01 a.m. on June 1, 2020, and continuing until 11:59 p.m. on June 17, 2020: mass gatherings or events of more than 10 ppl. in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following reqs: limit the number of participants present in any indoor venue by 50% of its normal operating capacity and ensure at least six ft of physical distance between each group or individual attending alone are followed. The City Admin. will cont. to evaluate the impact of COVID-19 on our community and will follow the guidelines and reqs 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 minutes for each Public Hearing Item to allow time for individuals to call in for questions/concerns.

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

Roe moved, seconded by Dalbey to approve the agenda as presented.

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

Meyers moved, seconded by Roe to approve release of City of Ottumwa Comprehensive Plan May 2020 Draft for Public Review and Comment. Dir. of Hlth. Insp. & Planning Flanagan provided the following timeline for the Comp Plan: 6/9/20 Release Draft for Public Review and Comment; 6/25/20 Open House at BVC; 7/6/20 Planning Commission Work Session; 8/4/20 Set PH Date to adopt Comp Plan; 8/18/20 Adopt Comp Plan. Public and staff input can have drastic revisional effects on the plan. All ayes.

Dalbey moved, seconded by Roe that Res. No. 137-2020, a resolution of commitment to apply for designation under the Iowa Great Places program and the opportunity for associated grant funding, be passed and adopted. City Admin. Rath reported this resolution authorizes Main Street Ottumwa to submit an application through the Iowa Great Places program on behalf of the City. The goal of the program is to recognize communities that take action to enhance their local places while staying true to the qualities that makes them unique. If designated, the City may have the opportunity to apply for grant funding to support vertical infrastructure expenses. Projects that develop assets in the areas of Arts & Culture, Diversity, Architecture, Entrepreneurial Incentive for Business Development, Historic Fabric, Housing Options and Natural Environment. If awarded designation, the City would be eligible for program related grant funding; typically a 50/50 match. All ayes.

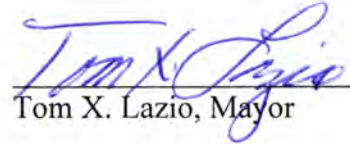
Berg moved, seconded by Meyers that Res. No. 138-2020, setting June 16, 2020, at 5:30 P.M. as a date of a public hearing on the proposed amendment of the FY20 City Budget, be passed and adopted. All ayes.

Roe moved, seconded by Stevens to pass the second consideration of Ord. No. 3174-2020, amending Ch. 31, Section 14 of the Municipal Code of the City of Ottumwa, IA regarding Section 31-14 entitled "Fees and Charges, Costs" in its entirety and enacting a new Section 31-14 in lieu thereof. No objections were received. All ayes.

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


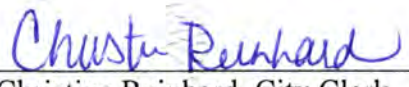
Adjournment was at 5:48 P.M.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	3516223.52	1093958.22	1451178.37	3159003.37	18410.86	3177414.23
TOTALS FOR FUND 002	PARKING RAMP	31033.35	44.00	979.10	30098.25	230.89	30329.14
TOTALS FOR FUND 110	ROAD USE TAX	6133640.67	332567.37	392068.74	6074139.30	10667.82	6084807.12
TOTALS FOR FUND 112	EMPLOYEE BEN	777591.05	310514.69	475743.00	612362.74		612362.74
TOTALS FOR FUND 119	EMERGENCY FU		7007.50	7007.50			
TOTALS FOR FUND 121	SALES TAX 1%	2626004.07	270807.38	264406.50	2632404.95		2632404.95
TOTALS FOR FUND 122	*****						
TOTALS FOR FUND 123	AGASSI TIF D						
TOTALS FOR FUND 124	VOGEL URBAN						
TOTALS FOR FUND 125	WESTGATE TIF	351561.77	20815.14	405409.00	-33032.09		-33032.09
TOTALS FOR FUND 126	AIRPORT TIF	70331.86	2965.50	166650.00	-93352.64		-93352.64
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	144729.94		121931.25	22798.69		22798.69
TOTALS FOR FUND 129	RISK MANAGEM	1027301.33	41452.78	20526.34	1048227.77		1048227.77
TOTALS FOR FUND 131	AIRPORT FUND	306884.50	28702.00	101875.40	233711.10	1740.84	235451.94
TOTALS FOR FUND 133	LIBRARY FUND	307746.16	70908.05	80720.28	297933.93	2045.59	299979.52
TOTALS FOR FUND 135	CEMETERY FUN	-30575.42	31268.07	39513.37	-38820.72	7700.95	-31119.77
TOTALS FOR FUND 137	HAZ-MAT FUND	138686.85		6139.25	132547.60		132547.60
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	1844194.19		386002.11	1458192.08	364271.19	1822463.27
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	784735.13	1809.00	37407.88	749136.25	10758.12	759894.37
TOTALS FOR FUND 162	SSMID DISTRI						
TOTALS FOR FUND 167	FIRE BEQUEST	18077.93			18077.93		18077.93
TOTALS FOR FUND 169	START UP FUN						
TOTALS FOR FUND 171	RETIREE HEAL	997035.65	100318.00	100645.60	996708.05	95.88	996803.93
TOTALS FOR FUND 173	LIBRARY BEQU	129024.59	11754.24	1280.48	139498.35	926.50	140424.85
TOTALS FOR FUND 174	COMMUNITY DE	126190.57			126190.57		126190.57
TOTALS FOR FUND 175	POLICE BEQUE	79109.89	17017.00	2862.00	93264.89	16.00	93280.89
TOTALS FOR FUND 177	HISTORIC PRE	1674.64			1674.64		1674.64
TOTALS FOR FUND 200	DEBT SERVICE	2518640.25	5370571.19	7545472.50	343738.94		343738.94
TOTALS FOR FUND 301	STREET PROJE	667125.93		246974.85	420151.08	19400.00	439551.08
TOTALS FOR FUND 303	AIRPORT PROJ	-81462.89		17026.87	-98489.76		-98489.76
TOTALS FOR FUND 307	SIDEWALK & C	-66643.36		4231.16	-70874.52		-70874.52
TOTALS FOR FUND 309	PARK PROJECT	193999.14		127974.67	66024.47	5562.19	71586.66
TOTALS FOR FUND 311	LEVEE PROJEC	182405.29			182405.29		182405.29
TOTALS FOR FUND 313	EVENT CENTER	49507.21		33928.25	15578.96		15578.96
TOTALS FOR FUND 315	SEWER CONSTR	1470873.50	11453345.30	41856.75	12882362.05		12882362.05
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM						
TOTALS FOR FUND 503	CEMETERY PER		440.00		440.00		440.00
TOTALS FOR FUND 610	SEWER UTILIT	2224588.62	2099104.02	1180852.37	3142840.27	10164.64	3153004.91
TOTALS FOR FUND 611	SEWER SINKIN	1163370.00	106837.00	1282000.00	-11793.00		-11793.00
TOTALS FOR FUND 612	STORM WATER						
TOTALS FOR FUND 613	SEWER IMPROV	2966670.00	41667.00		3008337.00		3008337.00
TOTALS FOR FUND 670	LANDFILL FUN	1713325.02	139286.04	337124.41	1515486.65	5426.95	1520913.60
TOTALS FOR FUND 671	LANDFILL RES	1114976.00			1114976.00		1114976.00
TOTALS FOR FUND 673	RECYCLING	97437.15	51508.13	46471.05	102474.23	6487.02	108961.25
TOTALS FOR FUND 690	TRANSIT FUND	785342.90	149021.85	111303.63	823061.12	2192.41	825253.53
TOTALS FOR FUND 695	1015 TRANSIT						
TOTALS FOR FUND 720	BRIDGEVIEW E	137836.16		115880.93	21955.23		21955.23
TOTALS FOR FUND 750	GOLF COURSE	15663.62	5000.00		20663.62		20663.62
TOTALS FOR FUND 810	POOLED INVES	-36464606.06	284010.52		-36180595.54		-36180595.54
TOTALS FOR FUND 820	PAYROLL CLEA	228885.34	1599402.03	1415206.63	413080.74	36226.94	449307.68
TOTALS FOR FUND 840	EQUIPMENT PU	1469747.05			1469747.05		1469747.05
TOTALS FOR FUND 860	GROUP HEALTH	4103540.03	328419.02	211884.43	4220074.62	4350.95	4224425.57
TOTALS FOR ALL LISTED FUNDS		3898129.58	23970521.04	16780534.67	11088115.95	506675.74	11594791.69

REPORT DATE 05/31/2020
SYSTEM DATE 06/08/2020
FILES ID 0

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
AS OF 05/31/2020

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SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00002	A+ SERVICES	206650	05/29/2020	134.56	GROUNDS MAINT & REPAIR
00198	ABC PEST CONTROL INC.	206651	05/29/2020	42.95	BLDG MAINT & REPAIR
00320	ACCO	206592	05/22/2020	93,383.54	CAPITAL IMPROVEMENTS
00626	SCOTT ADAMS	206496	05/15/2020	196.75	SUSTENANCE SUPPLIES
00688	AFSCME/IA COUNCIL 61	206652	05/29/2020	208.40	LIBRARY UNION DUES PAYABL
00690	AFIAC	206653	05/29/2020	5,225.58	AFIAC DEDUCTION PAYABLE
00800	AHLERS & COONEY P.C.	206497	05/15/2020	775.50	LEGAL FEES
00855	AIRGAS USA LLC	206409	05/08/2020	3,183.21	
01700	ALLIANT ENERGY/IDP	206410	05/08/2020	92,342.09	ELECTRIC
01717	ALLIED 100 LLC	206411	05/08/2020	114.79	TOOLS & SMALL EQUIP
02080	ALTORFER INC.	206655	05/29/2020	2,031.47	VHCL MTCE SUPPLIES
02592	AMERICAN BOTTLING COMPANY	206594	05/22/2020	15.70	MERCHANDISE - RESALE
05116	ARAMARK	206499	05/15/2020	361.98	JANITORIAL
05124	ARCHANGEL SERVICES, LLC	206319	05/01/2020	3,100.00	MISC CONTRACT WORK
05450A	ARNOLD MOTOR SUPPLY, LLP	206320	05/01/2020	123.16	VHCL MTCE SUPPLIES
05668	A-TEC RECYCLING INC	206470	05/08/2020	2,767.34	HAZARDOUS WASTE DISPOSAL
05675	AHRS SE IOWA CHAPTER	206501	05/15/2020	200.00	REFUNDS
05700	ATOMIC TERMITE & PEST	206471	05/08/2020	185.00	GROUNDS MAINT & REPAIR
05848	AUTOMATIC SYSTEMS CO	206595	05/22/2020	4,353.00	OPERATING SUPPLIES
06481	BAILEY OFFICE OUTFITTERS	206412	05/08/2020	2,393.90	OFFICE SUPPLIES
06755	SUSAN BAKER	206656	05/29/2020	35.00	REFUNDS
06993	ALICIA BANKSON	206321	05/01/2020	20.12	SUSTENANCE SUPPLIES
07016	BARKER LEMAR ENGINEERING	206502	05/15/2020	6,411.48	ENGINEERING
07227	TYLER BATTERSON	206657	05/29/2020	128.39	SUSTENANCE SUPPLIES
07653	JODIE BEDNER	206503	05/15/2020	90.00	REFUNDS
09341	BLACKHAWK BODYSHOP AND	206658	05/29/2020	1,358.60	VHCL MTCE SUPPLIES
09360	BLACK'S TIRE COMPANY LLC	206413	05/08/2020	62.50	VHCL MTCE SUPPLIES
09366	BLANK PARK ZOO	206322	05/01/2020	250.00	DUES & MEMBERSHIPS
09522	WELLMARK BC & BS OF IOWA	206596	05/22/2020	22,175.00	MEDICARE PREMIUMS
09523	BLUEGLOBES LLC	206659	05/29/2020	125.94	GROUNDS MAINT & REPAIR
11310	BRENTWOOD INDUSTRIES INC	206504	05/15/2020	2,437.74	CAPITAL IMPROVEMENTS
11492	BRIDGE CITY HOME STORE	206660	05/29/2020	694.00	OPERATING SUPPLIES
11495	BRIDGE CITY TRUCK REPAIR	206323	05/01/2020	118.15	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	206505	05/15/2020	140,271.04	REFUSE HAULING
11506	BRIDGE VIEW CENTER	206648	05/26/2020	116,181.24	MANAGEMENT SERVICES
12500	BUB'S TREE CARE	206506	05/15/2020	8,050.00	TREE TRIMMING
13592	CDNE, INC.	206597	05/22/2020	375.00	PROGRAM SUPPLIES
14320	CAPITAL SANITARY SUPPLY	206414	05/08/2020	197.24	
15760	CARROLL CONSTRUCTION SUPP	206415	05/08/2020	1,505.54	
15788	CATERPILLAR GLOBAL SERVIC	206416	05/08/2020	503.50	VHCL MTCE SUPPLIES
16300	CENTRAL IOWA FASTENERS	206507	05/15/2020	940.41	OPERATING SUPPLIES
16312	CENTRAL SALT LLC	206508	05/15/2020	28,744.74	STREET MAINT SUPPLIES
16402	CENTURYLINK	206329	05/01/2020	4,131.38	TELEPHONE/IT
16403	CENTURYLINK	206512	05/15/2020	235.90	TELEPHONE/IT
17620	CINTAS CORPORATION	206598	05/22/2020	97.04	SUSTENANCE SUPPLIES
17681	CIT	206330	05/01/2020	845.85	PHOTOCOPIES
18379	CLEMONS INC OF OTTUMWA	206418	05/08/2020	513.61	VHCL MTCE SUPPLIES
18379A	CLEMONS INC.	206599	05/22/2020	179.56	VHCL MTCE SUPPLIES
18980	COLLECTION SERVICES	206513	05/15/2020	6,321.89	CHILD SUPPORT PAYABLE
20329	RICHARD OR KRIS CONLEY	206514	05/15/2020	320.00	JANITORIAL
20332	CONFIDENCE, INC	206515	05/15/2020	2,344.40	CONTRACTUAL SERVICES
20971	LISA COOK	206666	05/29/2020	65.00	REFUNDS
21825	CREDIT UNION	206667	05/29/2020	57,830.64	CREDIT UNION PAYABLE
21842	CRESCENT ELECTRIC SUP CO	206517	05/15/2020	16,505.65	OTHER CAPITAL EQUIP

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
22479	D P PLUMBING PLUS	206668	05/29/2020	8,930.00	CONTRACTUAL SERVICES
22486	DVD PROPERTIES	206669	05/29/2020	8,188.11	CAPITAL IMPROVEMENTS
22594	DANIELS FILTER SERVICE	206420	05/08/2020	253.24	
22608	DANI'S AUTO SUPPLY LLC	206422	05/08/2020	2,329.62	VHCL MTCE SUPPLIES
22625	DANKO EMERGENCY EQUIPMENT	206519	05/15/2020	17.75	EQUIP REPAIR
23032	JO ANNE DAVIS	206600	05/22/2020	21.52	OPERATING SUPPLIES
24328	CAMERON DEPENNING	206333	05/01/2020	200.00	SUSTENANCE SUPPLIES
24330	DERANS TOWING SERVICE	206670	05/29/2020	150.00	OPERATING SUPPLIES
24952	LINDA DIMMITT	206601	05/22/2020	53.00	CEMETERY SPEC SERVICES
25361	DOODS STONE LLC	206334	05/01/2020	334.86	STREET MAINT SUPPLIES
25385	DREAMSEAT LLC	206335	05/01/2020	1,493.82	SUSTENANCE SUPPLIES
25390	R. D. DRENKOW & CO INC	206671	05/29/2020	7,224.69	R.D. DRENKOW/FLEX PAY
25394	DRISH CONSTRUCTION, INC.	206473	05/08/2020	147,052.48	ENGINEERING
26050	EARL MAY SEED & NURSERY	206522	05/15/2020	99.98	MERCHANDISE - RESALE
26640	ECOSYSTEMS INC	206337	05/01/2020	7,497.00	SLUDGE HAULING
27010	ELECTRICAL ENGINEERING &	206523	05/15/2020	1,521.98	OPERATING SUPPLIES
27272	ELLIOTT BULK SERVICES LLC	206474	05/08/2020	5,476.81	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	206475	05/08/2020	7,421.15	VHCL MTCE SUPPLIES
27786	ENVIRONMENTAL PRODUCTS &	206339	05/01/2020	151.02	VHCL MTCE SUPPLIES
27795	ENVISIONWARE, INC.	206423	05/08/2020	702.02	CONTRACTUAL SERVICES
28208A	EUROFINS TESTAMERICA	206340	05/01/2020	2,123.56	LAB SUPPLIES
28416	EVIDENT INC.	206525	05/15/2020	881.24	TOOLS & SMALL EQUIP
28790	F & W SERVICE COMPANY, IN	206673	05/29/2020	2,661.50	OPERATING SUPPLIES
28880	FAIRFIELD LEDGER	206674	05/29/2020	196.50	LIBRARY MAT.-JAMES ESTATE
29300	FASTENAL COMPANY	206476	05/08/2020	284.09	OPERATING SUPPLIES
29630	SONJA FERRELL	206675	05/29/2020	1,600.00	TRAINING
29829	FIDELITY SECURITY LIFE	206604	05/22/2020	3,094.94	AVESIS PAYABLE
30119	FIRESTONE COMPLETE AUTO C	206342	05/01/2020	131.15	VHCL MTCE SUPPLIES
30148	FIREMANS ASSC	206676	05/29/2020	1,681.12	FIRE UNION DUES PAYABLE
31439A	SHIRLEY FULLER	206605	05/22/2020	770.00	MERCHANDISE - RESALE
31459	GRP & ASSOCIATES	206526	05/15/2020	52.00	HAZARDOUS WASTE DISPOSAL
31682	GALLS LLC-DBA CARPENTER	206343	05/01/2020	454.38	SUSTENANCE SUPPLIES
31682A	GALLS, LLC	206425	05/08/2020	352.47	SUSTENANCE SUPPLIES
31797	GARDEN & ASSOCIATES LTD	206677	05/29/2020	54,974.24	OTHER PROF SERV
32052	NETA GATES	206678	05/29/2020	35.00	REFUNDS
33291	GRAHAM MILK & ICE CREAM	206679	05/29/2020	170.00	PROGRAM SUPPLIES
33390	GRAINGER	206345	05/01/2020	660.73	TOOLS & SMALL EQUIP
33635	GREAT WESTERN SUPPLY CO	206426	05/08/2020	354.72	OPERATING SUPPLIES
34664	JOHN HALL & ASSOC. PLLC	206606	05/22/2020	3,493.75	LEGAL FEES
34900	HAMILTON PRODUCE COMPANY	206529	05/15/2020	834.20	PROPANE GAS
34966	HADY DIAGNOSTICS	206530	05/15/2020	215.95	LAB SUPPLIES
36073	HAWKEYE ENTERPRISES	206477	05/08/2020	59,714.15	CAPITAL IMPROVEMENTS
37415	HICKENBOTTOM INC	206680	05/29/2020	1,326.76	SEWER/DRAINAGE SUPPLIES
37476	HILL PRODUCTIONS & MEDIA	206531	05/15/2020	74.00	ADVERT/LEGAL PUBL
37577	JANICE HITE	206532	05/15/2020	35.00	REFUNDS
39438	HY-VEE ACCOUNTS RECEIVABL	206607	05/22/2020	43.87	OPERATING SUPPLIES
40015	IAMI	206346	05/01/2020	120.00	DUES & MEMBERSHIPS
40060	IAPMO	206347	05/01/2020	250.00	DUES & MEMBERSHIPS
40155	IDEXX DISTRIBUTION INC	206348	05/01/2020	216.40	LAB SUPPLIES
41480	ICMA RETIREMENT TRUST 457	206681	05/29/2020	5,981.28	ICMA DEF COMP PAYABLE
41505A	IMMCA	206534	05/15/2020	11,862.61	POLICE W/C 411 CLAIMS
41600	IDEAL READY MIX	206350	05/01/2020	19,852.65	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	206682	05/29/2020	218.00	OPERATING SUPPLIES
41925	INDUSTRIAL MEDICINE	206535	05/15/2020	120.00	EMPLOYER PHYSICALS/TESTS

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
42090	INFOMAX OFF SYSTEMS INC	206683	05/29/2020	3,448.31	PHOTOCOPIES
42170	INLAND TRUCK PARTS & SERV	206610	05/22/2020	256.61	VHCL MTCR SUPPLIES
43388	IOWA CIVIL CONTRACTING, IN	206536	05/15/2020	68,084.49	CONTRACTUAL SERVICES
43504	IOWA DNR	206537	05/15/2020	32,705.40	SOLID WASTE FEES PAYABLE
43506	IOWA DEPT TRANSPORTATION	206353	05/01/2020	3,893.90	STREET MAINT SUPPLIES
43509	IOWA DEPT NATURAL RESOURC	206685	05/29/2020	24.00	TRAINING
43880A	IA LAW ENFORCEMENT ACADEM	206539	05/15/2020	200.00	OTHER PROF SERV
43999	IOWA ONE CALL	206686	05/29/2020	278.10	TELEPHONE/IT
45057	J & J MOWING	206612	05/22/2020	13,885.00	WEED MOWING
45221	J & S ELECTRONIC BUSINESS	206429	05/08/2020	503.06	
45974	JOHN DEERE FINANCIAL	206687	05/29/2020	1,003.62	SEWER/DRAINAGE SUPPLIES
46159	CHASE JOHNSON	206540	05/15/2020	8.00	TRAVEL & CONFERENCE
48853	BONNIE KING	206541	05/15/2020	35.00	REFUNDS
49039	KIRKHAM MICHAEL	206355	05/01/2020	17,026.87	INFRASTRUCTURE
49206	KLODT DOOR SERVICE LLC	206613	05/22/2020	7,457.25	OTHER CAPITAL EQUIPMENT
50826	TERRY MICHAEL LARUE	206480	05/08/2020	477.12	PAYROLL ADVANCE
51969	LIBERTY TIRE SERVICES LLC	206688	05/29/2020	2,296.33	TIRE DISPOSAL
52093	THE LIFEGUARD STORE	206689	05/29/2020	250.50	SUSTENANCE SUPPLIES
52254	LISCO	206542	05/15/2020	270.00	TECHNOLOGY SERVICES
52736	LOGAN LAWN CARE, LLC	206481	05/08/2020	450.00	GROUPS MAINT & REPAIR
52990	LOKTRONICS SECURITY CORP	206690	05/29/2020	113.30	OPERATING SUPPLIES
53090	LOU'S GLOVES INC.	206544	05/15/2020	1,820.00	OPERATING SUPPLIES
53376	MH EQUIPMENT COM. #774469	206691	05/29/2020	1,552.39	OPERATING SUPPLIES
53691A	MACQUEEN EQUIPMENT, LLC	206614	05/22/2020	680.00	VHCL MTCR SUPPLIES
54055	MAHASKA	206692	05/29/2020	178.00	MERCHANDISE - RESALE
54390	MANATT'S INC	206430	05/08/2020	4,956.90	STREET MAINT SUPPLIES
55120	MANDY MARTELL	206546	05/15/2020	8.00	TRAVEL & CONFERENCE
55311	MASSMUTUAL RETIREMENT SER	206693	05/29/2020	750.00	HARTFORD DEF COMP PAYABLE
56090	CODY MCCOY	206548	05/15/2020	236.40	SUSTENANCE SUPPLIES
56665	MCKIM TRACTOR SERVICE LLC	206431	05/08/2020	179.75	
57385	MENARDS	206435	05/08/2020	3,772.03	OPERATING SUPPLIES
57417	ISABEL MENDOZA	206436	05/08/2020	35.00	
57518	SYMETRA LIFE INSURANCE CO	206694	05/29/2020	4,446.83	GROUP LIFE PREMIUMS
57932	MERIT CONSTRUCTION	206483	05/08/2020	33,500.00	CONTRACTUAL SERVICES
58500	MIDAMERICAN ENERGY CO	206438	05/08/2020	1,900.14	NATURAL GAS
59080	MIDRANGE CONSULTING & SER	206550	05/15/2020	65.00	TECHNOLOGY SERVICES
59101	MID-STATES ORGANIZED CRIM	206359	05/01/2020	200.00	DUES & MEMBERSHIPS
59200	MIDWEST ALARM SERVICES	206617	05/22/2020	3,562.48	BLDG MAINT & REPAIR
59301	MIDWEST AUTO GLASS & TIRE	206695	05/29/2020	135.00	VHCL MTCR SUPPLIES
59741	MIKAYLA OZ	206696	05/29/2020	200.00	PROGRAM SUPPLIES
59746	MIKE'S PARTS & SERVICE	206618	05/22/2020	325.90	VHCL MTCR SUPPLIES
59753	MIKES TIRE AND	206697	05/29/2020	826.00	VHCL MTCR SUPPLIES
60105	MILLIMAN, INC.	206360	05/01/2020	3,500.00	OTHER PROF SERV
60554	CALEB MITCHELL	206551	05/15/2020	40.00	TRAVEL & CONFERENCE
60560	MITCHELL & SONS HVAC INC	206361	05/01/2020	140.19	EQUIP REPAIR
60780	MOBILE LOCKSMITH & ALARM,	206362	05/01/2020	246.00	CONTRACTUAL SERVICES
61097	MONGAN PAINTING CO., INC.	206620	05/22/2020	11,875.00	CAPITAL IMPROVEMENTS
61785	MOTION INDUSTRIES	206363	05/01/2020	604.57	TOOLS & SMALL EQUIP
62560	MONICIPAL CODE CORP	206552	05/15/2020	1,030.00	ADVERT/LEGAL PUBL
62575	MUNICIPAL FIRE & POLICE	206484	05/08/2020	124,479.65	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	206698	05/29/2020	2,617.96	VHCL MTCR SUPPLIES
62902	911 CUSTOM	206553	05/15/2020	610.00	OPERATING SUPPLIES
63032	NCL OF WISCONSIN INC	206622	05/22/2020	2,464.25	LAB SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	206366	05/01/2020	24,732.29	VACATION LEAVE

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
65489	NICHOLS EQUIPMENT LLC	206485	05/08/2020	880.80	OPERATING SUPPLIES
65494	TODD NICKEL	206367	05/01/2020	96.30	SUSTENANCE SUPPLIES
65497	ADAM NICKEL	206700	05/29/2020	154.78	SUSTENANCE SUPPLIES
65680	NOEL INSURANCE INC	206368	05/01/2020	2,602.00	PROPERTY INSURANCE
65985	NORSOLV SYSTEMS ENVIRONM	206701	05/29/2020	152.95	MISCELLANEOUS
66001	NORRIS ASPHALT PAVING INC	206443	05/08/2020	2,524.95	STREET MAINT SUPPLIES
66561	OFFICIAL PEST CONTROL	206444	05/08/2020	55.00	SUSTENANCE SUPPLIES
66730	OHARA HARDWARE	206372	05/01/2020	2,014.56	OPERATING SUPPLIES
66737A	OLD DOMINION BRUSH	206486	05/08/2020	2,852.89	VHCL MTCE SUPPLIES
67098	O'REILLY AUTOMOTIVE	206446	05/08/2020	205.39	VHCL MTCE SUPPLIES
68000	OTTUMWA COURIER	206704	05/29/2020	1,716.03	ADVERT/LEGAL PUBL
68001	OTTUMWA COURIER	206705	05/29/2020	195.12	OPERATING SUPPLIES
68556	OTTUMWA NAPA	206447	05/08/2020	524.61	VHCL MTCE SUPPLIES
68560	OTTUMWA PRINTING, INC.	206487	05/08/2020	1,143.00	PRINTING
69040	OTTUMWA WATER AND HYDRO	206488	05/08/2020	11,488.33	BILLING FEES-WW
69495	PANTHER UNIFORMS INC	206556	05/15/2020	506.90	OPERATING SUPPLIES
69688	DIXIE L PARKER	206373	05/01/2020	1,400.00	JANITORIAL
70610	PARMENT REMITTANCE CENTER	206625	05/22/2020	10,629.38	TRAINING
72035	BARBARA PAYNE	206707	05/29/2020	35.00	REFUNDS
72250	PIPESTONE VET CLINIC OF	206557	05/15/2020	371.00	OTHER PROF SERV
72254	PUTNEY BOWES GLOBAL	206626	05/22/2020	181.53	CONTRACTUAL SERVICES
72561	PITTSBURGH PAINTS	206558	05/15/2020	24.19	OPERATING SUPPLIES
72986	PLUMB SUPPLY COMPANY-OT	206374	05/01/2020	436.48	OPERATING SUPPLIES
73926	PORTZEN CONSTRUCTION INC	206708	05/29/2020	343,189.39	CONTRACTUAL SERVICES
73960	PRODUCTIVITY PLUS ACCOUNT	206375	05/01/2020	206.79	VHCL MTCE SUPPLIES
74626	PROFESSIONAL JANITORIAL	206489	05/08/2020	99.99	TECHNOLOGY SERVICES
74751	QUALITY SERVICES CORP	206376	05/01/2020	172.23	VHCL MTCE SUPPLIES
74799	R.G. CONSTRUCTION, LLC	206559	05/15/2020	1,910.00	CAPITAL IMPROVEMENTS
74955	R & R INDUSTRIES, INC.	206377	05/01/2020	491.00	VHCL MTCE SUPPLIES
75131	RACOM CORPORATION	206560	05/15/2020	333.50	EQUIP REPAIR
76053	RAMSEY PAINT CONTRACTING	206561	05/15/2020	5,660.00	CAPITAL IMPROVEMENTS
76321A	REED OVERHEAD DOOR	206378	05/01/2020	331.56	OPERATING SUPPLIES
77196	RELIANT FIRE APPARATUS, IN	206379	05/01/2020	1,361.34	TOOLS & SMALL EQUIP
77309	RIVER HILLS COMMUNITY	206563	05/15/2020	5,734.00	STREET MAINT SUPPLIES
77482	GAIL ROBERTS	206451	05/08/2020	483.50	EMPLOYEE PHYSICALS/TESTS
77800	ROCK N ROLL DAIRY BAR	206564	05/15/2020	73.96	OFFICE SUPPLIES
77975	ROSEMANNS INC	206452	05/08/2020	150.00	PROGRAM SUPPLIES
78080	ROTO-ROOTER	206711	05/29/2020	118.40	EQUIP REPAIR
78105	ROYAL BRASS & HOSE	206453	05/08/2020	174.00	GROUNDS MAINT & REPAIR
78176	ROYAL PORTABLE TOILETS	206712	05/29/2020	402.14	VHCL MTCE SUPPLIES
78279	ERIC A RUPE	206490	05/08/2020	194.40	OPERATING SUPPLIES
78718	S & L ALL SEASON	206381	05/01/2020	102.55	PAYROLL ADVANCE
79154	SANDRY FIRE SUPPLY LLC	206566	05/15/2020	90.51	TOOLS & SMALL EQUIP
79204	SAVE OTTUMWA WEEKLY	206630	05/22/2020	3,160.55	TOOLS & SMALL EQUIP
79358	CHRIS SCHARK	206454	05/08/2020	540.00	ADVERT/LEGAL PUBL
79721	SCHUMACHER ELEVATOR CO	206567	05/15/2020	32.09	SUSTENANCE SUPPLIES
81063	SCOTT MERRIMAN INC.	206631	05/22/2020	702.24	BUILDING MAINTENANCE REPA
81360	JUDITH RENE SHEPHERD	206386	05/01/2020	2,241.00	PRINTING
81367	SHERWIN WILLIAMS	206714	05/29/2020	86.31	CREDIT UNION PAYABLE
81378	BEN SHINN TRUCKING INC	206715	05/29/2020	570.29	STREET MAINT SUPPLIES
8149A	SHAWN SHIRK	206387	05/01/2020	2,109.26	STREET MAINT SUPPLIES
	SHOTTENKIRK	206632	05/22/2020	2,862.00	OTHER SMALL CAPITAL
				1,705.86	VHCL MTCE SUPPLIES



June 16, 2020

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointment to the Cemetery Board of Trustees, term to expire 07/01/2027.

William Hansen
2874 Oak Meadow

Recommend re-appointment to the Ottumwa Water Works, term to expire 07/22/2026.

Chuck Manson
615 Crestview

CITY OF OTTUMWA

STAFF SUMMARY

2020 JUN 11 AM 8:04

FILED
CITY OF
OTTUMWA

Council Meeting of: 6/16/2020

ITEM NO.
Joni Keith

Prepared By

Joni L Keith

Public Works – Sewer Maintenance
Department

Larry Seals
Department Head

Philip Rath
Philip Rath, City Administrator

AGENDA TITLE: Approve the appointment of Tyler Phillips to the position of Equipment Operator – Sewer Maintenance Department effective June 29, 2020.

PURPOSE: Approve the appointment of Tyler Phillips to the position of Equipment Operator – Sewer Maintenance Department effective June 29, 2020.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Tyler Phillips would fill the position of Equipment Operator in the Sewer Maintenance Department that was vacated by a job transfer. This position would become effective June 29, 2020 and salary will be \$19.77 per hour. This is a Civil Service, Bargaining Unit position.

CITY OF OTTUMWA

STAFF SUMMARY

Council Meeting of: June 16, 2020

JUN 18 10:27
CITY OF OTTUMWA

ITEM NO.
Joni Keith

Prepared By

Joni Keith
K Mulder

Finance

Department

Kala Mulder

Department Head

Philip Rath
Philip Rath, City Administrator

AGENDA TITLE: Approve the appointment of Tina Jaegers to the position of Accountant in the Finance Department effective on or about July 6, 2020.

PURPOSE: Approve the appointment of Tina Jaegers to the position of Accountant in the Finance Department effective on or about July 6, 2020.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Tina Jaegers would fill the position of Accountant in the Finance Department due to the future retirement of Kristi McDowell. Tina has more than 25 years of experience working in diverse financial positions. She is currently the Fiscal Director of Milestones Area Agency on Aging, where she leads a team of four. This position will be effective on or about July 6, 2020. Based upon her years of experience she will start at step 3 on the City's pay schedule, which would be \$27.63 per hour (\$57,470.40) and will accrue 3 weeks of vacation upon hire. This is not a Civil Service position and is not covered by a collective bargaining agreement.

FILED

2020 JUN 11 PM 3:00

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: 6-16-2020

Ron Jacobsen

Prepared By

Public Works - WPCF

Department

Larry Seals

Department Head

ABS

[Signature]

City Administrator Approval

AGENDA TITLE: Approve the purchase of an all flex batwing finish mower.

**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 an 11 foot batwing mower from Sinclair Implement for \$15,100.

DISCUSSION:

Three bids were received which were \$15,100 from Sinclair Implement, \$15,000 from Greiner Implement and \$14,318 from Belzer Equipment, Inc. Belzer did not meet the required specifications so their bid was rejected. Sinclair is entitled to a 3% discount for being within the city limits which puts their discounted bid to \$14,647 and makes them the low bidder. Purchase of the mower was approved by the fleet committee on May 29, 2020.

The wastewater staff currently mows an estimated 35 acres of grass with 2 other mowers with one of them having continued problems and it takes several 8 hours shifts sometime over several days to do. It also takes the staff away from doing more pressing matters at times which can cause other issues. With this 11' batwing mower we believe we will be able to cut the mowing time in half and allow staff to do other things.

This mower also comes with a 1 year machine warranty and a 5 year warranty on the gearbox.

WPCF budgeted \$12,000 in 610-8-815-6727 for FY 2020-2021 and will be taken out of that.

Source of Funds: Sewer Fund

Budgeted Item: YES

Budget Amendment Needed: Yes

FILED
2020 JUN -3 PM 3:23
CITY OF OTTUMWA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 16, 2020

Jody Gates

Prepared By

Kevin C Flanagan

Department Head

Health & Inspections

Department

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution No. 135 - 2020, a resolution setting July 7, 2020 as the date of a public hearing on the disposition of City owned property located at 529 Appanoose

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

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

RECOMMENDATION: Pass and adopt Resolution No. 135 - 2020

DISCUSSION: The City is selling the placarded house at 529 Appanoose to be remodeled or demolished and is accepting bids until 2:00 P.M. June 30, 2020. Results of the bidding will be discussed with the City Council at the July 7, 2020 and a recommendation will be made at that time.

Source of Funds: 151-3-342

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 135 - 2020

A RESOLUTION SETTING JULY 7, 2020 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 529 APPANOOSE

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 11 in Francis P. and Phoebe M. Salters Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 529 Appanoose ; and

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

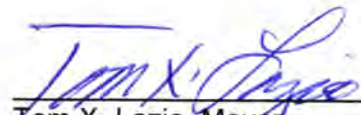
WHEREAS, the City will dispose of the property to the successful bidder.

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

That the 7th day of July 2020 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to the highest bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 16th day of June 2020.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILED
2020 JUN 11 PM 3:00
CITY CLERK
OTTUMWA, IA

Council Meeting of: June 16, 2020

Alicia Bankson

Prepared By

Darry Seal
Department Head

Engineering
Department

Ally Rott

City Administrator Approval

AGENDA TITLE: Resolution #143-2020. Approving the contract, bond, and certificate of insurance for the Asphalt Street Repair Program 2020.

**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 #143-2020.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Norris Asphalt Paving Co., LC , of Ottumwa, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the June 2, 2020 City Council Meeting in the amount of \$1,153,799.45 (this includes a base bid total of \$1,070,520.00 and an alternate bid total of \$83,279.45).

Bid Amount: \$1,153,799.45

Streets scheduled for overlays:

- Silverwood Lane from Johnson to McKinley
- Silverwood Drive off of Silverwood Lane
- Silverwood Drive Cul-de-sac off of McKinley
- Asphalt sections of Richmond Ave. from Church Street to Ferry Street

RESOLUTION #143-2020

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE ASPHALT STREET REPAIR PROGRAM 2020

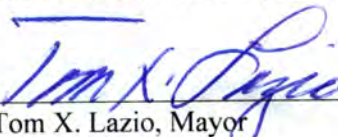
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Norris Asphalt Paving Company of Ottumwa, Iowa in the amount of \$1,153,799.45 (this includes a base bid total of \$1,070,520.00 and an alternate bid total of \$83,279.45) based on total unit price and estimated quantities; and,

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

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


APPROVED, PASSED, AND ADOPTED, this 16th day of June, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



AsphSECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this 16th day of June, 2020, by and between the City of Ottumwa, Wapello County, Iowa, the party of the first part, hereinafter called the OWNER and Norris Asphalt Paving of Ottumwa, Iowa the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **Asphalt Street Repair Program 2020 - Ottumwa, Iowa** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by **September 30, 2020** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$1,153,799.45** (this includes a base bid total of **\$1,070,520.00** and an alternate bid total of **\$83,279.45**) payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Tom Pazio
Title Mayor

ATTEST:

Christ Reenhard
Title City Clerk

Norris Asphalt Paving Co., LC
Contractor
By Steven J. Leonard
Steven J. Leonard
Title Vice President

Address 14242 Terminal Ave.-PO Box 695

City, State, Zip Ottumwa, IA 52501

SECTION 00510
PERFORMANCE BOND

Bond No.: IAC590841

KNOW ALL PERSONS BY THESE PRESENTS: that

Norris Asphalt Paving Co., LC

(Name of Contractor)

PO Box 695, Ottumwa, IA 52501

(Address of Contractor)

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

Merchants Bonding Company (Mutual)

(Name of Surety)

6700 Westown Pkwy, West Des Moines, IA 50266

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Million One Hundred Fifty Three Thousand Seven Hundred Ninety Nine & 45/100 (\$ 1,153,799.45) 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 8 day of June, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

ASPHALT STREET REPAIR PROGRAM - 2020

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 3rd day of June, 2020.

ATTEST:



(Principal) Secretary

(SEAL)
NO SEAL

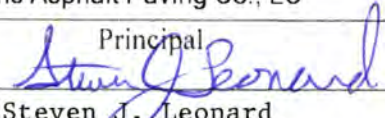
Jill Denniston

(Witness as to Principal)
PO Box 695

Ottumwa, IA 52501

(Address)

Norris Asphalt Paving Co., LC

Principal
By  (s)

Steven J. Leonard
Vice President
PO Box 695

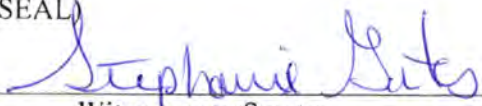
Ottumwa, IA 52501

(Address)

ATTEST:

Not Required

(Surety) Secretary

(SEAL)


Witness as to Surety

Stephanie Gates

6700 Westown Pkway, West Des Moines, IA 50266

(Address)

Merchants Bonding Company (Mutual) (s)

Surety

By 

Attorney-in-Fact

Josh Penwell

6700 Westown Pkwy, West Des Moines, IA 50266

(Address)

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

**SECTION 00520
PAYMENT BOND**

Bond No.: IAC590841

KNOW ALL PERSONS BY THESE PRESENTS: that

Norris Asphalt Paving Co., LC

(Name of Contractor)

PO Box 695, Ottumwa, IA 52501

(Address of Contractor)

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

Merchants Bonding Company (Mutual)

(Name of Surety)

6700 Westown Pkwy, West Des Moines, IA 50266

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of ~~One Million One Hundred Fifty Three Thousand Seven Hundred~~
~~Ninety Nine & 45/100~~
(\$~~1,153,799.45~~) 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 8 day of June, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

ASPHALT STREET REPAIR PROGRAM - 2020

Ottumwa, Iowa

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 3rd day of June, 2020.

ATTEST:

Jill Denniston
(Principal) Secretary

(SEAL)
NO SEAL

Jill Denniston
(Witness as to Principal)
PO Box 695

Ottumwa, IA 52501
(Address)

Norris Asphalt Paving Co., LC
Principal
By Steven J. Leonard (s)
Steven J. Leonard
Vice President
PO Box 695
Ottumwa, IA 52501
(Address)

ATTEST:

Not Required
(Surety) Secretary

(SEAL)
Stephanie Gates
Witness as to Surety

Stephanie Gates
6700 Westown Pkwy, West Des Moines, IA 50266
(Address)

Merchants Bonding Company (Mutual) (s)
Surety

By Josh Penwell
Attorney-in-Fact

Josh Penwell
6700 Westown Pkwy, West Des Moines, IA 50266
(Address)

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

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

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

Josh Penwell

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 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 3rd day of June, 2020.

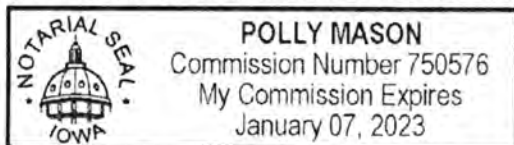


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of June, 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.

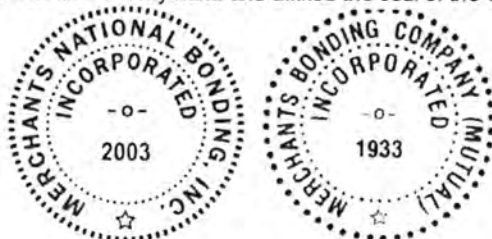


Polly Mason
Notary Public

(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 3rd day of June, 2020.



William Warner Jr.
Secretary

Item No. B.-9.

CITY OF OTTUMWA

FILED

Staff Summary 2020 JUN 11 PM 3:00

** ACTION ITEM ** CITY CLERK OTTUMWA, IA

Council Meeting of: June 16, 2020

Alicia Bankson

Prepared By

Darryl Sead

Department Head

Engineering
Department

Darryl Sead

City Administrator Approval

AGENDA TITLE: Resolution #144-2020. Approving the contract, bond, and certificate of insurance for the Chip and Seal Program 2020.

**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 #144-2020.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Manatts Readymix, of Ottumwa, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the June 2, 2020 City Council Meeting in the amount of \$64,303.34.

Bid Amount: \$64,303.34

Streets scheduled for seal coat are as follows:

Quincy Ave: Harvey to Ingersoll
Ingersoll: Quincy to Webster
Webster: PCC to Prosser
Harvey: Webster to Milner

Ferry St: Harvey to Montagne Lane
Prosser St: Ferry to Lillian
Lillian St: Prosser to Harvey
Ransom St: Loomis to Dead End

Source of Funds: Road Use

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #144-2020

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE CHIP AND SEAL PROGRAM 2020

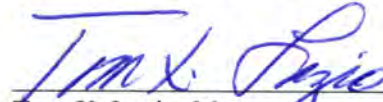
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Manatts Readymix of Ottumwa, Iowa in the amount of \$64,303.34 based on total unit price and estimated quantities; and,

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 Manatts Readymix of Ottumwa, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16th day of June, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **June 16, 2020**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Manatts Inc. of Brooklyn, Iowa**, the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"2020 Chip & Seal Program - Ottumwa, Iowa"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed and shall be completed by September 15th, 2020 and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$64,230.30** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Tom L. Pizio
Title Mayor

ATTEST:

Christa Reinhard
Title City Clerk

Manatts, Inc.
Contractor

By Chick Butler
Title Contract Adm.

Address 1775 Old 6 Rd

City, State, Zip Brooklyn, IA 52211



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/9/2020

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

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

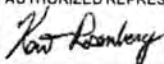
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	CONTACT NAME: Tricia Smith PHONE (A/C, No, Ext): 515-309-6218 E-MAIL ADDRESS: tricia_smith@ajg.com	FAX (A/C, No): 515-457-8964
	INSURER(S) AFFORDING COVERAGE	
INSURED Manatt's Inc. 1775 Old 6 Rd PO Box 535 Brooklyn IA 52211-0535	INSURER A : Travelers Indemnity Company NAIC # 25658	
	INSURER B : Travelers Property Casualty Co of America 25674	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER: 618982139** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	VTOCO5A040497	4/1/2020	4/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 750,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPI/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS90	Y	Y	VTC2KCAP5A040504	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	VTSMJCUP9C567020	4/1/2020	4/1/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB8L854742	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Job #250003, Project: 2020 Chip & Seal Program
 City of Ottumwa, Iowa and the Engineer are Additional Insured on a primary and non-contributory basis if required by a written contract with the Named Insured, but only for the coverage and limits provided by the policy and the additional insured endorsement (CGD604 0813) Excess/Umbrella follows form. Waiver of subrogation in favor of City of Ottumwa, Iowa and the Engineer on the general liability, automobile liability and worker's compensation policies. 30 days notice of cancellation applies on all policies.

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

SECTION 00510
PERFORMANCE BOND

Bond No.: IAC590848

KNOW ALL PERSONS BY THESE PRESENTS: that

Manatt's, Inc.

(Name of Contractor)

1775 Old 6 Road, Brooklyn, IA 52211

(Address of Contractor)

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

Merchants Bonding Company (Mutual)

(Name of Surety)

6700 Westown Pkwy, West Des Moines, IA 50266

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Sixty Four Thousand Two Hundred Thirty & 30/100
(\$64,230.30) in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
contract with the OWNER, dated this _____ day of _____, 2020, a copy of which is hereto
attached and made a part hereof for the construction of:

2020 Chip & Seal Program

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.

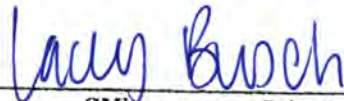
IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 8th day of June, 2020.

ATTEST:


(Principal) Secretary

Manatt's, Inc.
Principal
By _____ (s)

(SEAL)


(Witness as to Principal)
1775 Old 6 Rd
Brooklyn, IA 52211
(Address)

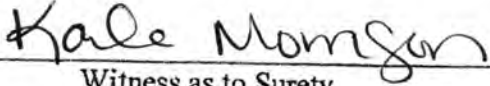
1775 Old 6 Road
Brooklyn, IA 52211
(Address)

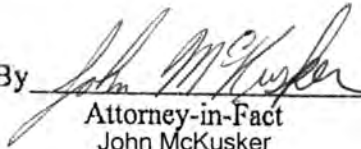
ATTEST:

Not Required
(Surety) Secretary

Merchants Bonding Company (Mutual) (s)
Surety

(SEAL)


Witness as to Surety

By 
Attorney-in-Fact
John McKusker

Brooklyn, IA 52211
(Address)

6700 Westown Pkwy
West Des Moines, IA 50266
(Address)

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

**SECTION 00520
PAYMENT BOND**

Bond No.: IAC590848

KNOW ALL PERSONS BY THESE PRESENTS: that

Manatt's, Inc.

(Name of Contractor)

1775 Old 6 Road, Brooklyn, IA 52211

(Address of Contractor)

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

Merchants Bonding Company (Mutual)

(Name of Surety)

6700 Westown Pkwy, West Des Moines, IA 50266

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Sixty Four Thousand Two Hundred Thirty & 30/100
(\$ 64,230.30) in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
contract with the OWNER, dated this _____ day of _____, 2020, a copy of which is hereto
attached and made a part hereof for the construction of:

2020 Chip & Seal Program

Ottumwa, Iowa

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 8th day of June, 2020.

ATTEST:

Marilyn Baker
(Principal) Secretary

(SEAL)

Larry Busen
(Witness as to Principal)
1775 Old 6 Rd
Brooklyn, IA 52211
(Address)

Manatt's, Inc.
Principal
By _____ (s)

1775 Old 6 Road
Brooklyn, IA 52211
(Address)

ATTEST:

Not Required
(Surety) Secretary

(SEAL)

Kale Morrison
Witness as to Surety

Brooklyn, IA 52211
(Address)

Merchants Bonding Company (Mutual) _____ (s)
Surety

By *John McKusker*
Attorney-in-Fact
John McKusker
6700 Westown Pkwy
West Des Moines, IA 50266
(Address)

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

John McKusker; Nancy Ollinger

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.

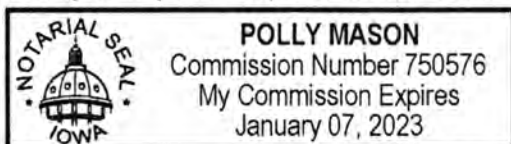


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

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.



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

Polly Mason
Notary Public

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 8 day of June, 2020.



William Warner Jr.
Secretary

Item No. B.-10.

FILED

CITY OF OTTUMWA

2020 JUN 11 PM 3:00

Staff Summary

CITY CLERK
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: June 16, 2020

Engineering Department
Department

Alicia Bankson
Prepared By
Darryl Seal
Department Head

Ally Rott
City Administrator Approval

AGENDA TITLE: Resolution #145-2020. Approving the contract, bond, and certificate of insurance for the Sanitary Utility Access Program 2020.

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 #145-2020.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with DC Concrete and Construction, Inc. of Douds, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the June 2, 2020 City Council Meeting in the amount of \$53,300.00.

Bid Amount: \$53,300.00

Budgeted amount: \$50,000 Sewer Fund

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #145-2020

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE SANITARY UTILITY ACCESS PROGRAM 2020

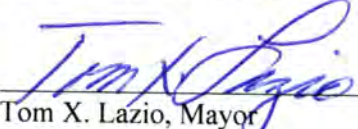
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to DC Concrete and Construction, Inc. of Douds, IA in the amount of \$53,300.00 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 16th day of June, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **16th day of June, 2020**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **DC Concrete & Construction, of Douds, Iowa**, the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"Sanitary Utility Access Program - Ottumwa, Iowa 2020"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by **April 30, 2021** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$53,300.00**, payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By *Tom L. Lewis*
Title Mayor

ATTEST:

Christa Reinhard
Title City Clerk

DC Concrete & Construction, LLC
Contractor

By *Budget Coffey*
Title *Co-Owner*

Address *15476 Emerald RD*

City, State, Zip *Davis, IA 52551*

Phone *641-919-0636*

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 11th day of June, 2020.

ATTEST:

(Principal) Secretary

(SEAL)

Alissa Doyle
(Witness as to Principal)
503 Belaire Dr
Fairfield IA 52556
(Address)

DC Concrete & Construction LLC
Principal
By *Dustan Coffman* (s)
Dustan Coffman, President
15476 Emerald Road
Douds, IA 52551-8104
(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Alissa Doyle
Witness as to Surety
503 Belaire Dr
Fairfield IA 52556
(Address)

West Bend Mutual Insurance Company (s)
Surety
By *Alissa Doyle Ward*
Attorney-in-Fact Alissa Doyle Ward
PO Box 71
Fairfield, IA 52556
(Address)

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



POWER OF ATTORNEY

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

ALISSA WARD

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

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

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

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

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



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

State of Wisconsin
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 16th day of June, 2020.



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

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

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 11th day of June, 2020.

ATTEST:

(Principal) Secretary

(SEAL)

Stuart P. Doyle
(Witness as to Principal)

503 Balaire Dr
Fairfield IA 52556
(Address)

DC Concrete & Construction LLC
Principal
By *Dustan Coffman* (s)
Dustan Coffman, President

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

ATTEST:

(Surety) Secretary

(SEAL)

Stuart P. Doyle
Witness as to Surety

503 Balaire Dr
Fairfield IA 52556
(Address)

West Bend Mutual Insurance Company (s)
Surety

By *Alissa Doyle Ward*
Attorney-in-Fact Alissa Doyle Ward
PO Box 71
Fairfield, IA 52556
(Address)

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



THE SILVER LINING®

Bond No. 2437198

POWER OF ATTORNEY

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

ALISSA WARD

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

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

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

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

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



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

State of Wisconsin
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 16th day of June, 2020.



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

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

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILED
2020 JUN 11 PM 3:00
CITY CLERK
OTTUMWA, IA

Council Meeting of: June 16, 2020

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Deas
Department Head

Mike Rata
City Administrator Approval

AGENDA TITLE: Resolution #146-2020. Approving the contract, bond, and certificate of insurance for the Sidewalk Drop and Detectible Warning Installation Project 2020.

**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 #146-2020.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with DC Concrete & Construction of Douds, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the June 2, 2020 City Council Meeting in the amount of \$202,375.00.

Bid Amount: \$202,375.00

FY 2019 CIP: \$120,000.00

2012— Contract 1 - \$ 40,898.99	McClure& Company Concrete (final cost)
2013— Contract 2 - \$ 116,822.29	DeLong Construction (final cost)
2014— Contract 3 - \$ 48,355.29	DC Construction (final cost)
2015— Contract 4 - \$ 119,179.20	DC Construction (final cost)
2016— Contract 5 - \$ 96,842.22	M4i Concrete of Sigourney, Iowa (final cost)
2017— Contract 6 - \$ 100,808.78	DC Concrete & Construction (final cost)
2018— Contract 7 - \$ 108,837.28	TK Concrete (final cost)
2019— Contract 8 - \$ 128,576.73	DC Concrete & Construction (final being approved 6/16/20)
Total Cost to Date: \$ 760,320.78	

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #146-2020

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF
INSURANCE FOR THE 2020 SIDEWALK DROP & DETECTIBLE
WARNING INSTALLATION PROJECT

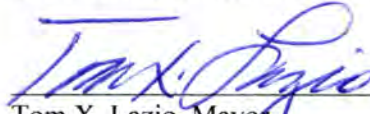
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to DC Concrete & Construction of Douds, Iowa in the amount of \$202,375.00 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 16th day of June, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **16th day of June, 2020**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **DC Concrete & Construction of Douds, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"SIDEWALK DROP AND DETECTABLE WARNING INSTALLATION PROGRAM 2020 - Ottumwa, Iowa"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by **April 30, 2021** 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 **\$202,375.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Tom X. Payne
Title Mayor



ATTEST:
Christa Reinhard
Title City Clerk

DC Concrete & Construction
Contractor

By Budget Coff
Title Co - Owner
Address 15476 Emerald RD
City, State, Zip Dows, IA 52551



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/10/20

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

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

PRODUCER Alex Kessel c/o FBL Financial Group Inc. 713 1st Street PO Box 69 Keosauqua, IA 52565-0069	CONTACT NAME: Alex Kessel PHONE (A/C, No, Ext): (319) 293-7101 E-MAIL ADDRESS: FAX (A/C, No):																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Farm Bureau Property & Casualty Insurance Company</td> <td>13773</td> </tr> <tr> <td>INSURER B :</td> <td>Scottsdale Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Farm Bureau Property & Casualty Insurance Company	13773	INSURER B :	Scottsdale Insurance Company		INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED DC CONCRETE AND CONSTRUCTION 15476 EMERALD RD DOUDS, IA 525518104																					

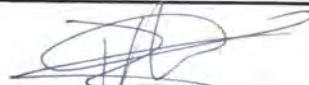
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input type="checkbox"/>	<input type="checkbox"/>	CPS3174792	05/03/2020	05/03/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input type="checkbox"/>	<input type="checkbox"/>	CPP0004104	02/28/2020	02/28/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	CXS0014027	05/03/2020	05/03/2021	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A <input type="checkbox"/>	WC 6005357	08/30/2019	08/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

CERTIFICATE HOLDER	CANCELLATION
---------------------------	---------------------

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

SECTION 00510
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

DC Concrete & Construction LLC

(Name of Contractor)

15476 Emerald Road, Douds, IA 52551-8104

(Address of Contractor)

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

West Bend Mutual Insurance Company

(Name of Surety)

PO Box 620976, Middleton, WI 52562

(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 Two Hundred-two Thousand Three Hundred Seventy-five and no/100 (\$ 202,375.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 11 day of June, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

**SIDEWALK DROP & DETECTABLE WARNING
INSTALLATION PROGRAM 2020**

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 11th day of June, 2020.

ATTEST:

(Principal) Secretary

(SEAL)

Patricia Doyle
(Witness as to Principal)

503 Belaire Dr

Fairfield IA 52556
(Address)

DC Concrete & Construction LLC

Principal
By *Dustin Coffman* (s)
Dustin Coffman, President

15476 Emerald Road

Douds, IA 52551-8104
(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Patricia Doyle
Witness as to Surety

503 Belaire Dr

Fairfield IA 52556
(Address)

West Bend Mutual Insurance Company(s)
Surety

By *Alissa Doyle Ward*
Attorney-in-Fact Alissa Doyle Ward

PO Box 71

Fairfield, IA 52556
(Address)

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



POWER OF ATTORNEY

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

ALISSA WARD

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

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

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

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

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



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

State of Wisconsin
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 16th day of June, 2020



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

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

**SECTION 00520
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

DC Concrete & Construction LLC

(Name of Contractor)

15476 Emerald Road, Douds, IA 52551-8104

(Address of Contractor)

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

West Bend Mutual Insurance Company

(Name of Surety)

PO Box 620976, Middleton, WI 53562

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Two Hundred-two Thousand Three Hundred Seventy-five and no/100
(\$ 202,375.00) in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
contract with the OWNER, dated this 11 day of June, 2020, a copy of which is hereto
attached and made a part hereof for the construction of:

**SIDEWALK DROP & DETECTABLE WARNING
INSTALLATION PROGRAM 2020**

Ottumwa, Iowa

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 11th day of June, 2020.

ATTEST:

(Principal) Secretary

(SEAL)

Patrick Doyle
(Witness as to Principal)

503 Belaire Dr

Fairfield IA 52556

(Address)

DC Concrete & Construction LLC
Principal
By Dustan Coffman (s)
Dustan Coffman, President

15476 Emerald Road

Douds, IA 52551-8104

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Patrick Doyle
Witness as to Surety

503 Belaire Dr

Fairfield IA 52556

(Address)

West Bend Mutual Insurance Company(s)
Surety

By Alissa Doyle Ward
Attorney-in-Fact Alissa Doyle Ward

PO Box 71

Fairfield, IA 52556

(Address)

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



POWER OF ATTORNEY

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

ALISSA WARD

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

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

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

Attest Christopher C Zwygart
Christopher C. Zwygart
Secretary



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

State of Wisconsin
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 16th day of June, 2020.



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

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

CITY OF OTTUMWA

Staff Summary

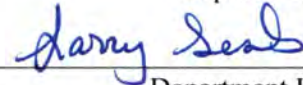
**** ACTION ITEM ****

FILED
2020 JUN 11 PM 3:00
CITY CLERK
OTTUMWA, IA

Council Meeting of: June 16, 2020

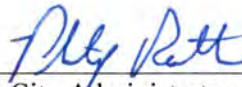
Alicia Bankson

Prepared By



Department Head

Engineering
Department



City Administrator Approval

AGENDA TITLE: Resolution #147-2020. Approving the contract, bond, and certificate of insurance for the HMA, PCC Street Crack Repair Program, 2020.

**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 #147-2020.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Wolverine Sealcoating, LLC of Jackson, Michigan for the above referenced project and are now on file with the City Clerk. This project was awarded at the June 2, 2020 City Council Meeting in the amount of \$22,200.00.

Bid Amount: \$22,200.00

Funding: 2020 ESPR \$50,000.00

RESOLUTION #147-2020

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE HMA, PCC STREET CRACK REPAIR PROGRAM 2020

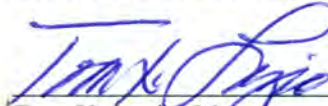
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Wolverine Sealcoating, LLC of Jackson, Michigan in the amount of \$22,200.00 based on total unit price and estimated quantities; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with Wolverine Sealcoating, LLC of Jackson, Michigan for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16th day of June, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this 16th day of June, 2020, by and between the City of Ottumwa, Wapello County, Iowa, the party of the first part, hereinafter called the OWNER and Wolverine Sealcoating, LLC, of Jackson, Michigan, party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: "HMA, PCC Street Crack Repair Program 2020 - Ottumwa, Iowa" prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed". The project shall be completed no later than September 30, 2020. Contract shall be **effective through October 31, 2020** and in accordance with any special time frames as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$22,200.00**, payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Tom X. Legio
Title Mayor

ATTEST:

Christa Reinhard
Title City Clerk

[Signature]
Contractor

By Christopher Wingle
Title Principle Member
Address 3235 County Farm Rd
City, State, Zip Jackson, mi 49201

PAYMENT BOND

Bond Number: 65097595

KNOW ALL PERSONS BY THESE PRESENTS, That we Wolverine Sealcoating, LLC of 3235 County Farm Road, Jackson, MI 49201, hereinafter referred to as the Principal, and WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto City of Ottumwa of _____, hereinafter referred to as the Obligee, in the sum of Twenty Two Thousand and 00/100 Dollars (\$ 22,000.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated 8th day of June, 2020, for HMA, PCC Street Crack Repair Program 2020 - Ottumwa, Iowa

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

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

No suit or action shall be commenced hereunder

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

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

SIGNED, SEALED AND DATED this 5th day of June, 2020.

Wolverine Sealcoating, LLC
(Principal)

By [Signature] (Seal)

WESTERN SURETY COMPANY

(Surety)

By [Signature] (Seal)

Attorney-in-Fact



PERFORMANCE BOND

Bond Number: 65097595

KNOW ALL PERSONS BY THESE PRESENTS, That we Wolverine Sealcoating, LLC of 3235 County Farm Road, Jackson, MI 49201, hereinafter referred to as the Principal, and WESTERN SURETY COMPANY, as Surety, are held and firmly bound unto City of Ottumwa of _____, hereinafter referred to as the Oblige, in the sum of Twenty Two Thousand and 00/100 Dollars (\$22,000.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated the 8th day of June, 2020, for HMA, PCC Street Crak Repair Program 2020 - Ottumwa, Iowa.

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

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

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

SIGNED, SEALED AND DATED this 5th day of June, 2020.

Wolverine Sealcoating, LLC
(Principal)

By [Signature] (Seal)

WESTERN SURETY COMPANY
(Surety)

By [Signature] (Seal)
Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 65097595

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

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

Principal: Wolverine Sealcoating, LLC

Obligee: City of Ottumwa

Amount: \$1,000,000.00

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

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

If Bond No. 65097595 is not issued on or before midnight of September 30th, 2020, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 5th day of June, 2020.



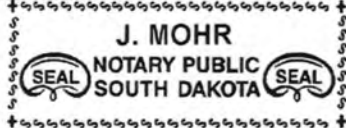
WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 5th day of June, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 5th day of June, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

FILED

City of Ottumwa
Staff Summary

2020 JUN 11 AM 8:04

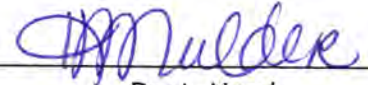
CITY OF
OTTUMWA, IA

Council Meeting of: June 16, 2020

Item No. 150-2020

Kala Mulder

Prepared By



Dept. Head

Finance Department

Department



City Administrator

Agenda Title: Resolution 150-2020 Approving the Wapello County/City of Ottumwa Law Enforcement Center Maintenance Budget for the Fiscal Year Ending June 30, 2021.

.....
Purpose: To approve the maintenance budget for the Joint Law Enforcement Center.

Recommendation: Pass and Adopt Resolution 150-2020.

Discussion: It is required by the JLEC Agreement for the Police Chief, Sheriff, County Auditor, and City Director of Finance to develop a budget and the agreement calls for both City Council and County Supervisors approval.

The Maintenance Fund is maintained by the Wapello County Auditor, who has provided the estimates for the budget. The Maintenance Fund had a fund balance of \$2,013,668 at June 30, 2019, and is projected to have fund balances of \$1,889,320 at June 30, 2020 and of \$1,768,288 at June 30, 2021.

RESOLUTION NO. 150-2020

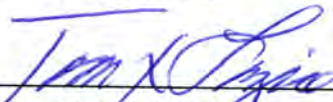
**RESOLUTION APPROVING THE WAPELLO COUNTY/CITY OF
OTTUMWA LAW ENFORCMENT CENTER MAINTENANCE
BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2021.**

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

The annual budget for the fiscal year ending June 30, 2021 as set forth in the attached summary is hereby approved and the Mayor is authorized to sign on behalf of the City of Ottumwa.


PASSED AND APPROVED THIS 16th DAY OF JUNE 2020.

City of Ottumwa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

(Seal)



2020-2021 WAPELLO COUNTY/CITY OF OTTUMWA LAW ENFORCMENT CENTER MAINTENANCE BUDGET

FUND 15 - DEPARTMENT 14

RESOURCES: BEGINNING FUND BALANCES and INCOME	LINE	(A)	(B)	(C)	FYB July 1, 2020	REQUIREMENTS: EXPENDITURES AND ENDING FUND BALANCE	LINE	(A)	(B)	(C)
		Actual FYE 1, 2018	Re-Estimated FYB July 1, 2019					Actual FYE June 30, 2019	Re-Estimated FYE June 30, 2020	FYE June 30, 2021
	1						1			
	2						2			
	3					430-Natural Gas	3			
	4					431-Electric Power	4			
	5					432-Water	5			
	6						6			
COUNTY SHARE PER SQ. FT.(D)	7					441--Building repair/Maint	7	3,558	4,000	5,000
CITY SHARE PER SQ. FT.(D)	8					442-Fixed Plant Equipment	8	60,555	50,000	60,000
COUTNY SHARE MISC (8)	9					445--Plumbing Equipment	9	40,124	20,000	40,000
CITY SHARE MISC. (8)	10					462--Real Property Insurance	10	13,811	17,000	14,000
EXCESS FROM HOUSING (B)(line 26)	11	7,110	10,000			Inter-Fund Transfer	11			
INTEREST EARNED ON FUND (C)	12	19,740	10,000	15,000			12			
OTHER (LIST)	13					Major repairs	13			
Local Option Tax	14					610--Building-Roofs	14	51,300	50,000	300,000
Refunds	15					611--Air Conditioning	15			
Miscellaneous	16	17,164	75	10,000		612--Major Heating	16			
Inter-Fund Transfer	17					613--Major Plumbing	17			
	18						18			
	19						19			
	20						20			
Subtotal other receiptps	21	44,014	20,075	25,000		Subtotal Expenditures	21	169,348	141,000	419,000
BEGINNING FUND BALANCE AND OTHER RECEIPTS	22	1,969,654	1,844,320	1,743,288		ENDING FUND BALANCE	22	1,844,320	1,743,288	1,349,288
	23						23			
	24						24			
TOTAL RESOURCES	25	2,013,668	1,889,320	1,768,288		TOTAL REQUIREMENTS	25	2,013,668	1,889,320	1,768,288

Signed *R. B. M.* May 29, 2020
 Chair, Board of Supervisors Date

Signed *Tom P. Pizio* 6-16-2020
 Mayor, City of Ottumwa Date

FILED

2020 JUN 16 PM 3:00

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 16, 2020

Chris Cobler

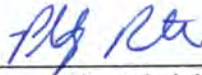
Prepared By

Phillip Rath

Department Head

Airport

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 151-2020 Accepting the work as final and complete and approving the Final Pay Request for the Bldg. #34 roofing project done by T&K Roofing & Sheetmetal Inc. at the Ottumwa Regional Airport.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 151-2020

DISCUSSION: T&K Roofing & Sheetmetal Inc. of Ely, Iowa was awarded the contract for replacing the roof on Bldg. #34 at the Ottumwa Airport for a contract price of \$30,575.52. The contractor has completed the above referenced work according to the plans and specifications. Upon approval, the Council will accept the project complete and release all retainages and authorize final payment.

Source of Funds: Airport Fund Balance

Budgeted Item: Budget Amendment Needed: No

RESOLUTION # 151-2020

A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST FOR THE ROOF REPLACEMENT ON BLDG. #34 AT THE OTTUMWA AIRPORT.

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on March 17, 2020 with T&K Roofing & Sheetmetal of Ely, Iowa for the referenced project.

WHEREAS, The project is now complete in accordance with the contract

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT; Accepting the work as final and complete and approving the Final Pay Request for the Bldg. #34 roofing project done by T&K Roofing & Sheetmetal Inc. in the amount of \$1528.78 approved.

PASSED AND ADOPTED this 16th day of June 2020

City of Ottumwa, Iowa



Tom Lazio Mayor

ATTEST:



Christina Reinhard, City Clerk



FILED

2020 JUN 11 PM 3:00

CITY OF OTTUMWA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 16, 2020

Peggy Eskew

Prepared By

Kevin Flanagan

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: Resolution No. 152-2020. A resolution providing for the financial support of the Area 15 Regional Planning Commission for Fiscal Year 2020-21.

RECOMMENDATION: Pass and adopt Resolution No. 152-2020

DISCUSSION: This resolution authorizes the payment of \$12,261.27 for the City's membership fee in, and financial support of, the Area 15 Regional Planning Commission (RPC).

This membership will continue the availability of RPC's development, grantsmanship and technical services to the City of Ottumwa.

The fee covers the fiscal year – July 1, 2020 through June 30, 2021. This expenditure was budgeted in fund 540. All city departments may access the technical services provided by RPC.

Examples of services and assistance provided by RPC include assistance in preparation and submission of a grant pre-application to the Economic Development Administration (EDA); serving as liaison between the City and federal agencies. RPC also works with the City and other organizations regarding housing projects.

Source of Funds: Not Applicable

Budgeted Item:



Budget Amendment Needed:

RESOLUTION NO 152-2020

RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE AREA 15
REGIONAL PLANNING COMMISSION.

WHEREAS, Chapters 28E and 473A of the State Code of Iowa, as amended, authorized the governing bodies of governmental units to cooperate in the operation of a planning commission; and

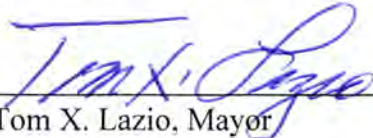
WHEREAS, by the Articles of Agreement, signed on August 15, 1973, as amended, the Area 15 Regional Planning Commission did become the authorized planning agency for Service Delivery Area 15; and

WHEREAS, the governing body of the City of Ottumwa, Iowa is a part of the Area 15 Regional Planning Commission and has agreed to contribute \$.49 per capita, for a total amount equal to \$12,261.27 to cover financial operating costs of the Area 15 Regional Planning Commission from July 1, 2020 through June 30, 2021.

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

That the financial support of the Area 15 Regional Planning Commission for Fiscal Year 2020-2021 is hereby approved in the amount of \$12,261.27.

APPROVED, PASSED AND ADOPTED TO THIS 16th DAY OF JUNE 2020..


Tom X. Lazio, Mayor

ATTEST:


Chris Reinhard, City Clerk

Please return this copy to the RPC

RESOLUTION # 152-2020

**RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
AREA 15 REGIONAL PLANNING COMMISSION**

WHEREAS, Chapters 28E and 473A of the State Code of Iowa, as amended, authorized the governing bodies of governmental units to cooperate in the operation of a regional planning commission; and

WHEREAS, by the Articles of Agreement, signed on August 15, 1973, as amended, the Area 15 Regional Planning Commission did become the authorized planning agency for Service Delivery Area 15; and


WHEREAS, the governing body of the City of **Ottumwa**, Iowa is a part of the Area 15 Regional Planning Commission and has agreed to contribute \$.49 per capita, for a total amount equal to **\$12,261.27** to cover financial operating costs of the Area 15 Regional Planning Commission from July 1, 2020 through June 30, 2021.

AGREED TO THIS 16 DAY OF June 2020.



Mayor

ATTEST:



City Clerk

FILED
2019 DEC -9 PM 2:14
OTTUMWA IA

December 6, 2020

Seasons' Greetings!

As the new year approaches, the Area 15 Regional Planning Commission is excited to begin its annual membership drive! As you begin budgeting for **FY2020-2021**, I hope you will continue your active membership and support of your RPC. Membership provides you with access to all the programs, services and professional staff of the RPC.

The past year has been a very successful and busy year for your Economic Development District (EDD)/Council of Governments (COG). With 95% of jurisdictions contributing financial backing for FY19-20, your support has been amazing! The RPC staff helped many of our communities and citizens with planning, housing, community and economic development projects. Often this work resulted in our staff preparing plans or grant applications to help fund these projects.

The RPC was successful in securing awards of nearly **\$3.5 million** in grants from July 1, 2018 – June 30, 2019! This represents a return of **\$73** in grant funds for every \$1 of membership dues invested.

I wish to thank you, our public officials, economic development professionals, and regional partners who assisted us pursue these community and economic development opportunities over the past year. Please consider and return the enclosed Resolution for your FY20-21 RPC membership to keep us going strong!

If there is anything that we can do for you, please let me know. You can reach me at (641)684-6551 and chris.bowers@area15rpc.com. Remember – we are working for you!

Sincerely,



Chris Bowers
Executive Director



Greater Ottumwa Convention and Visitors Bureau June 2020 UPDATE



Hotel Occupancy and Revenue Losses

Month	2019	2020
FEB	47%	37%
MAR	49%	30%
APR	52%	25%
MAY	54%	31%

Quarter 3 2019	Quarter 3 2020
\$92,900.92	\$53,680.62

NATIONAL AVERAGE – 29%
STATE AVERAGE – 27%

AW1

Projected 2021 Revenue

Projected Loss: \$146,552.44

Projected Drop in Hotel Tax Revenue	Hotel Tax Revenue Received	Projected 2021 Hotel Tax Revenue	Projected 2021 CVB Revenue 35%
Quarter 1 50%	\$92,900.92	\$46,450.46	\$16,257.67
Quarter 2 40%	\$120,891.57	\$67,722.94	\$23,703.03
Quarter 3 30%	\$120,891.12	\$84,623.78	\$29,618.32
Quarter 4 30%	\$62,286.70	\$43,600.69	\$15,260.24
TOTAL	\$388,950.31	\$242,397.97	\$84,829.26

PHASE 1 – HOMETOWN HEROES

HOMETOWN
HEROES



HOMETOWN
HEROES



HOMETOWN
HEROES



OTTUMWA
YMCA &
BRIDGE VII
CENTER

GreaterOttumwaCVB.org



BLESSINGS
SOUP
KITCHEN

GreaterOttumwa.org



WAPELLO
COUNTY
EMERGENCY
MANAGEMENT
AGENCY

GreaterOttumwaCVB.org

PHASE 2 – WE MISS YOU SEE YOU SOON

O!
SOUTHEAST IOWA - GREAT
PLACES, OPEN SPACES



We miss you.
See you soon.
Ottumwa, Iowa

Greaterottumwacvb.org

O!
THE SIDE
STREET
OVERIES



Greaterottumwacvb.org



We miss you.
See you soon.
Ottumwa, Iowa

O!
THE FOOD



We miss you.
See you soon.
Ottumwa, Iowa

Greaterottumwacvb.org

PHASE 3 – WELCOME BACK TO OTTUMWA

3 MONTH CAMPAIGN - KEY MESSAGING POINTS:

- **Stay Vacations**
- **Ease of Travel No Airplanes**
- **Great Places – Open Spaces**
- **Affordability**
- **Safe Stay Measures**

Leisure – Email Blasts

- Hotels
- Attractions
- Restaurants
- Recreation
- Cultural
- Events





Leisure – Facebook

- Milestone Platforms for local businesses
- Visitors and Community





Leisure – Instagram



- Weekend Getaway Itineraries

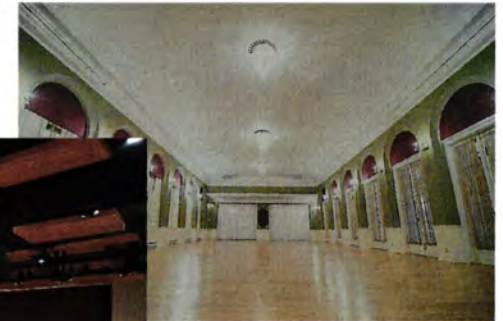


Groups – Video



Groups – EMAIL Blasts

- Meetings and Conferences
- Weddings
- Reunions
- Sporting Events





Groups – Facebook/Instagram

- Thirty Day Virtual Site Inspection
- Targeting Meeting Planners



Influencer Campaign

The CVB will recruit influencers via press release, Email blasts and social media posts. Influencers will be asked to post on one of three topics:

- Why I love Ottumwa
- My favorite restaurant in Ottumwa
- My favorite activity in Ottumwa

The CVB has determined the required tags that have to be included in the post. After 6 weeks, the CVB will award a \$500 prize in each of the three categories.

Judging criteria will be based on a combination of content, engagements and reach.

The total cost therefor of the influencer campaign would be \$1500. The CVB is has received funding for this from the Legacy Foundation.



October 1st –
3rd, 2020





iowa destination marketing alliance

- **Joint Marketing Plan – Roll out Date July 1, 2020**
- **The campaign will include a mix of print, digital, and social media targeting audiences in Chicago, Omaha, Kansas City, Minneapolis-St. Paul, and major Iowa markets. The campaign will include ads that will drive traffic to a landing page hosted on the Travel Iowa website. Every IDMA member will be featured on the map free of charge and will receive a basic listing, linked to each member's website.**
- **IDMA has also secured \$135,000 in matching funds from Gannett/The Des Moines Register. Paid sponsorship will vary by level of investment. Benefits of the paid sponsorship will include an enhanced listing on the landing page, featured photos, inclusion in branded content, social media mentions, and more.**

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILED
2020 JUN 11 PM 3:00
CITY CLERK
OTTUMWA, IA

Council Meeting of: June 16, 2020

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seab

Department Head

Phyllis Kelt
City Administrator Approval

AGENDA TITLE: Bid report to reject bid received on 2020 Catch Basin Replacement Program.

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

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

RECOMMENDATION: Reject bid received on 2020 Catch Basin Replacement Program.

DISCUSSION: This is our annual catch basin project and will reconstruct and raise catch basin wells with new grates as indicated on plans and specifications. Basins are located on various streets located within the City of Ottumwa.

Four (4) sets of plans were either sent out or downloaded from the City website, and one (1) bid was received. The bid was significantly higher than the engineer's opinion of cost of \$48,280.00. Staff is recommending rejection of the bid.

Plan holders list and bid tab attached.

CONSTRUCTION ESTIMATE		DRISH CONSTRUCTION					
UNIT	QUANTITY	UNIT PRICE	EXTENSION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
EA	2	\$ 1,250.00	\$ 2,500.00	EA	2	\$ 6,200.00	\$ 12,400.00
EA	9	\$ 2,250.00	\$ 20,250.00	EA	9	\$ 3,350.00	\$ 30,150.00
EA	2	\$ 3,500.00	\$ 7,000.00	EA	2	\$ 6,600.00	\$ 13,200.00
EA	1	\$ 2,500.00	\$ 2,500.00	EA	1	\$ 4,900.00	\$ 4,900.00
LF	40	\$ 35.00	\$ 1,400.00	LF	40	\$ 155.00	\$ 6,200.00
SY	50	\$ 15.00	\$ 750.00	SY	50	\$ 20.00	\$ 1,000.00
SY	60	\$ 60.00	\$ 3,600.00	SY	60	\$ 100.00	\$ 6,000.00
SF	32	\$ 40.00	\$ 1,280.00	SF	32	\$ 50.00	\$ 1,600.00
SY	35	\$ 100.00	\$ 3,500.00	SY	35	\$ 150.00	\$ 5,250.00
SY	35	\$ 100.00	\$ 3,500.00	SY	35	\$ 30.00	\$ 1,050.00
LS	1	\$ 2,000.00	\$ 2,000.00	LS	1	\$ 10,000.00	\$ 10,000.00
TOTAL			\$ 48,280.00				\$ 91,750.00

BID TABULATION FOR	DESCRIPTION
2020 Catch Basin Repair Program	1 Intake - Type SW-501 new frame and grate
6/3/2020	2 Intake Adjustment, Minor - Type SW-501, reuse frame & grate
	3 Manhole or Intake Adjustment, Minor-replace top only, new casting
	4 Manhole or Intake Adjustment, Minor-replace box-out, new casting
	5 Curb and Gutter, PC Concrete, 3.5' maximum width
	6 Removal of Sidewalk, Shared Use Path or Driveway
	7 Sidewalk, PC Concrete 6 in.
	8 Detachable Warnings
	9 Full Depth Patches
	10 Pavement Removal
	11 Traffic Control

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON JUNE 3, 2020
 BY: 

FILED

2020 JUN 16 4:09:05
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jun 16, 2020

Jody Gates

Prepared By

Kevin C Flanagan

Department Head

Planning & Development

Department

Rly Rott

City Administrator Approval

AGENDA TITLE: Public Hearing on the status of funded activities for the Main Street Green Infrastructure CDBG 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: Open public hearing
Receive comments
Close public hearing

DISCUSSION: Bradley J. Grefe, Senior Planner from Area 15 RPC, will update the City Council on the Main Street Green Infrastructure Project occurring now in the 100-300 blocks of E. Main Street. This update is a CDBG program requirement.

Source of Funds: 146-7-794-6499

Budgeted Item:



Budget Amendment Needed:

**NOTICE OF PUBLIC HEARING ON THE STATUS OF FUNDED ACTIVITIES FOR THE OTTUMWA MAIN STREET GREEN
INFRASTRUCTURE PROJECT**

Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the Ottumwa City Council will hold a public hearing on 16 June 2020 at 5:30 PM at Ottumwa City Hall. The purpose of the hearing will be to discuss the status of funding for the Ottumwa Main Street Green Infrastructure Project. The project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority. If you have questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services, you may contact Chris Reinhard at (641) 683-0600. Persons interested in the status of funding or the progress of the project are welcome to attend this meeting.

06/16/20

Ottumwa Main Street Sustainable Infrastructure Project

CDBG Status of Funded Activities Public Hearing



Bradley J. Grefe | *Senior Planner*




Public Hearing: Status of Funded Activities

- Citizen Participation requirement of the CDBG funding around 50% completed (by expenditure)
- Must include a review of:
 - a general description of accomplishments to date;
 - a summary of expenditures to date;
 - a general description of remaining work; and
 - a general description of changes made to the project budget, performance targets, activity schedules, project scope, location, objectives or beneficiaries.
- Community Facilities (CF) Community Development Block Grant (CDBG)
 - Awarded in July 2018
 - Expires in July 2021
- Ottumwa qualified for CDBG funds through benefit to low-to-moderate income households
 - 51.95% at time of application
 - 55.29% with new data



Project Development & Timeline

1996  Downtown Development Guide Completed

Streetscape Improvements

The land use plan identifies streetscape improvements throughout the downtown area. The purpose of the improvements is to create a "softer" urban environment by adding vegetation, color, and varying textures to an otherwise static and hard landscape. Streetscape improvements occur in two forms, either as intensive treatments or as standard treatments. The difference between the two is in the magnitude of the improvements.

SUMMARY

Downtown Development Guide

City of Ottumwa, Iowa June 4, 1996

Hoisington Koegler Group Inc.
Ehlers and Associates/Publiccorp
Maxfield Research Group
Brooks Borg Skiles

AREA 15
REGIONAL PLANNING COMMISSION

PLANNING FOR BETTER COMMUNITIES

Project Development & Timeline

- 1996
 - Downtown Development Guide Completed
- 2015
 - May: Streetscape Design Open House/Town Hall
- 2017
 - January: Revised Streetscape Vision Plan Released
 - May – December: Design Development
 - October: **Better Block Demonstration Project**
- 2018
 - January – July: CDBG Application & Award
 - August – December: Environmental Review, IDALS Grant Application
- 2019
 - January – June: Public Comment Periods, IDALS Grant Award, Bid Letting/Contracts
 - July – Begin Construction
- 2020
 - May – June: 50% Billed/SOFA Hearing
 - June: IDALS Grant Extension Approved
 - November: Expected Construction Completion
 - December: Expected Project Closeout



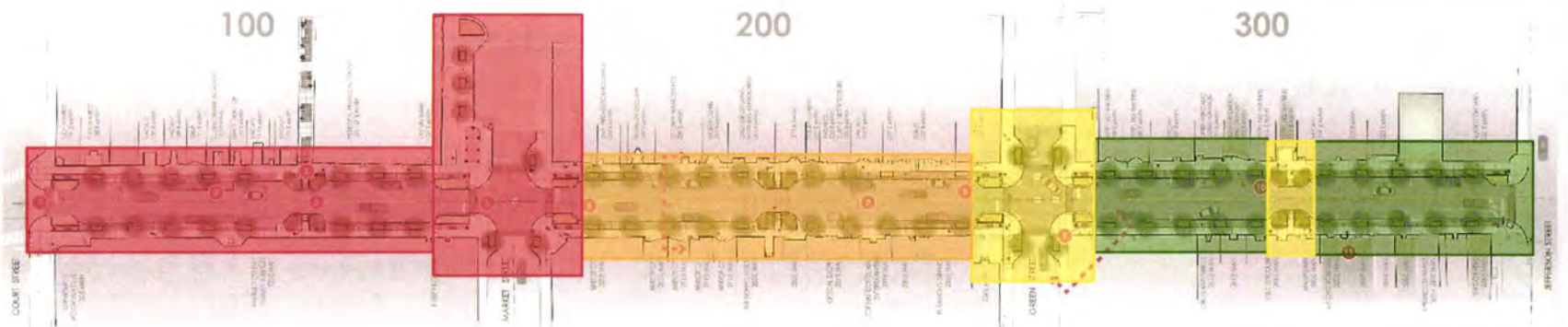
Scope of Work

- Full-depth, full-width reconstruction of 100-300 East Main Street, including portions of South Market & South Green Streets.
- All new utility mains & services
- Stormwater BMPs: Permeable Pavers & Biocells
- ADA-compliant sidewalks, curb cuts, and mid-block crossings
- LED lighting, electrical in planter boxes
- Benches, bike racks, & trash cans



% Complete

< 50%	51-75%	76 - 90%	> 90%
-------	--------	----------	-------



Funding & Partnerships

► Funding Partners:

- IEDA CDBG Community Facilities Program
- IDALS Urban Conservation Water Quality Initiative
- City of Ottumwa
- Ottumwa Water Works
- Ottumwa Regional Legacy Foundation

► Other Partners:

- Genus Landscape Architecture (Design Development & CO)
- Garden & Associates (Engineering/Surveying)
- Main Street Ottumwa (Volunteering/General Support)
- Area 15 RPC (Grant Writing & Administration)
- Downtown Property Owners, Building Owners, Employees, & Residents (Patience!)

AREA 15
REGIONAL PLANNING COMMISSION



Grant-Eligible Project Costs

Activity	Amount	Billed*	Remaining
Construction (CO 5)	\$5,145,443.33	\$2,340,583.15	\$2,804,850.18
CDBG Administration	\$50,000.00	\$47,133.00	\$2,867.00
Total	\$5,195,433.33	\$2,387,616.15	\$2,807,817.18

*Through May 1

Source of Funds	Amount	Expensed*	Remaining
CDBG	\$800,000.00	\$383,277.88	\$416,722.12
IDALS	\$55,000.00	\$2,782.91	\$52,217.09
City	\$2,404,593.68	\$1,284,404.67	\$1,120,189.01
OWW	\$600,000.00	\$397,678.17	\$202,321.83
ORLF	\$1,335,839.65	\$319,472.51	\$1,016,367.14
Total	\$5,195,433.33	\$2,387,616.15	\$2,807,817.18

*Through May 1

Comparison Photos



12/2018



06/2020



Looking West from Jefferson Street

Comparison Photos



12/2018



06/2020



300-Block of E. Main Street

Comparison Photos



12/2018

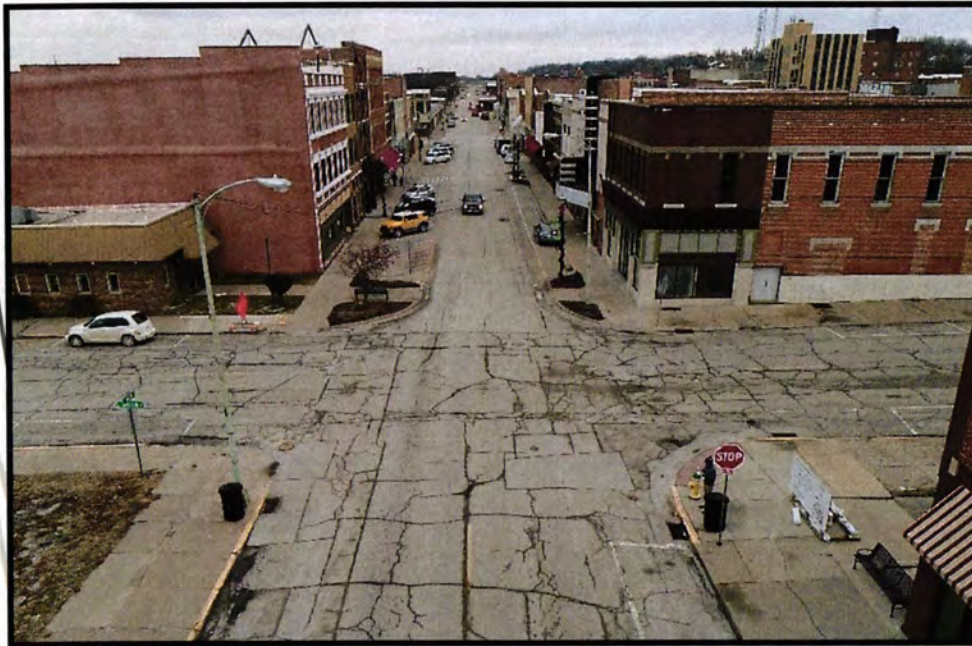


06/2020



Looking East from Green Street

Comparison Photos



12/2018



06/2020



Looking West from Green Street

Comparison Photos



12/2018

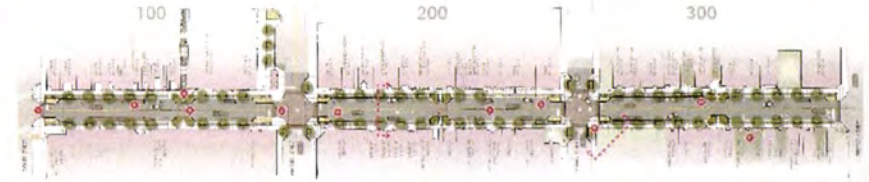


06/2020



Green Street Intersection

Questions? Comments?



www.area15rpc.com

Legal Notices

NOTICE OF PUBLIC HEARING ON THE STATUS OF FUNDED ACTIVITIES FOR THE OTTUMWA MAIN STREET GREEN INFRASTRUCTURE PROJECT Pursuant to the requirements of Section 508 of the Housing and Community Development Act of 1987, as amended, the Ottumwa City Council will hold a public hearing on 16 June 2020 at 5:30 PM at Ottumwa City Hall. The purpose of the hearing will be to discuss the status of funding for the Ottumwa Main Street Green Infrastructure Project. The project is being funded in part through a Community Development Block Grant provided by the Iowa Economic Development Authority. If you have questions concerning the project or if you require special accommodations to attend the hearing such as handicapped accessibility or translation services, you may contact Chris Reinhard at (641) 683-0600. Persons interested in the status of funding or the progress of the project are welcome to attend this meeting. Christina Reinhard, City Clerk City of Ottumwa, Iowa

LAKEVIEW SCHOOL PARKING LOT PAVING CENTERVILLE COMMUNITY SCHOOL DISTRICT CENTERVILLE, IOWA NOTICE TO BIDDERS & ADVERTISEMENT FOR BIDS Sealed Bids for the construction of the Lakeview School Parking Lot Paving project will be received by the Centerville Community School District Board of Education at the Centerville School Administration Building, 634 N. Main, Centerville, Iowa 52544, before 9:00 A.M. on June 24, 2020. The Bids received will be publicly opened and read at 9:00 A.M. on June 24, 2020 at the Centerville School Administration Building. Bids received will be considered by the Board of Education at a meeting to be held in the Board Room in the Centerville School Administration Building, 634 N. Main, Centerville, Iowa 52544 at 5:00 P.M. on June 29, 2020. The scope of the project is summarized as: Approximately 128.2 SY of 6-inch PC Concrete pavement widening, 7,384.8 SY of 6-inch PC Concrete pavement, 57.5 SY of pavement removal, 60.6 SY of removal of sidewalk,

Legal Notices

ment of all material and labor, and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of one year from and after acceptance of the contract. Work on the improvement shall be commenced upon issuance of the Notice to Proceed. Work identified as Phase I in the project Plans shall be substantially complete and open for the Owner's use on or before August 21, 2020. All work shall be completed on or before October 31, 2020. Should the contractor fail to complete the Phase I work by August 21, 2020, liquidated damages of \$400 per calendar day will be assessed until Phase I work is complete. Should the Contractor fail to complete all work by October 31, 2020, liquidated damages of \$400 per calendar day will be assessed until the project is fully complete. To the extent required by Iowa law, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. Failure to submit a fully completed Bidder Status Form with the Proposal may result in the Proposal being deemed nonresponsive and rejected. The Centerville Community School District Board of Education reserves the right to reject any and/or all bids and to waive informalities and

Legal Notices

Wapello County District Clerk of Court s/ Cindy Miller

THE IOWA DISTRICT COURT FOR WAPELLO COUNTY IN THE MATTER OF THE ESTATE OF NANCY MILLY CUNNINGHAM, Deceased. CASE NO. ESPR008242 NOTICE OF PROBATE OF WILL, OF APPOINTMENT OF EXECUTOR, AND NOTICE TO CREDITORS To All Persons Interested in the Estate of Nancy Milly Cunningham, Deceased, who died on or about May 13, 2020: You are hereby notified that on May 26, 2020, the last will and testament of Nancy Milly Cunningham, deceased, bearing date of July 27, 2004, was admitted to probate in the above named court and that Cathie E. Mosier was appointed executor of the estate. Any action to set aside the will must be brought in the district court of said county within the later to occur of four months from the date of the second publication of this notice or one month from the date of mailing of this notice to all heirs of the decedent and devisees under the will whose identities are reasonably ascertainable, or thereafter be forever barred. Notice is further given that all persons indebted to the estate are requested to make immediate payment to the undersigned, and creditors having claims against the estate shall file them with the clerk of the above named district court, as provided by law, duly authenticated, for allowance, and unless so filed by the later to occur of four months from the date of the second publication of this notice or one month from the date of mailing of this notice (unless otherwise allowed or paid) a claim is thereafter forever barred. Dated May 26, 2020. Cathie E. Mosier, Executor of estate Address: 9128 Dahlonga Rd, Ottumwa Ia \ Leslie C. Cunningham, Executor of Estate Address: 11300 W. 131st, Overland Park KS James M. Box, ICIS#: AT000972 Attorney for executor Box and Box Attorneys 304 N. Court Ottumwa, Iowa 52501 Date of second publication: June 18, 2020

THE IOWA DISTRICT COURT FOR WAPELLO COUNTY IN THE MATTER OF THE ESTATE OF Deanna Kay De Kraai, Deceased. CASE NO.

Legal Notices

four (4,034) feet; thence Northwest in the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE1/4) of Section Eleven (11), Township Sixty-eight (68) North, Range Sixteen (16) West to a point in the Southwest Quarter (SW1/4) of the Northeast Quarter (NE 1/4) of said Section Eleven (11), crossing 330th Ave., a distance of one thousand seven hundred ninety-four (1,794) feet; thence North in the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section Eleven (11), Township Sixty-eight (68) North, Range Sixteen (16) West, crossing 535th St. and continuing North in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) to an existing ITC 161/69kV substation (Western Endpoint/Terminus), a distance of two hundred seventy-nine (279) feet. All the above on private right-of-way, except for noted road crossings, in Appanoose County, Iowa. The total distance of this 69kV nominal voltage line is approximately 1.51 miles. A map showing the route of the electric lines may be obtained at no cost by calling 573-769-8262, or by writing to Jamie Page, Northeast Missouri Electric Power Cooperative, P.O. Box 191, 3705 Business 61, Palmyra, Missouri 63461. Orders issued and documents filed in this docket (Docket No. E-21278) may be viewed by searching under the docket number in the Board's Electronic Filing System (EFS) at <http://efs.iowa.gov>. Objections to the granting of the extension of franchise may be filed electronically using EFS or filed in writing with the Board no later than 20 days after the date of second publication of this notice. Instructions for submitting an electronic filing can be found on the EFS website; written objections must be mailed to the Iowa Utilities Board, 1375 East Court Avenue, Des Moines, Iowa 50319. The date of the first publication is June 11, 2020. The date of the second publication is June 18, 2020. IOWA UTILITIES BOARD BY: Jon Tack General Counsel Dated this 26th day of May, 2020.

CITY OF CENTERVILLE REGULAR COUNCIL MEETING MINUTES

FILED

CITY OF OTTUMWA

Staff Summary

2020 JUN 11 PM 3:00

** ACTION ITEM **

CITY CLERK
OTTUMWA, IA

Council Meeting of: June 16, 2020

Alicia Bankson

Prepared By

Darryl Seal
Department Head

Public Works - WPCF
Department

Ally Platt

City Administrator Approval

AGENDA TITLE: Resolution #131-2020. Approving the Plans, Specifications, Form of Contract and Estimated Cost for Rebidding Final Clarifier Select Repainting 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 #131-2020.

DISCUSSION: This project consists of the sandblasting, priming and painting of the bridge and structure along with coating of the perimeter effluent trough for the Final Clarifiers at the Water Pollution Control Facility. A base bid will be received for the North Final Clarifier with alternate bids for the South Final Clarifier. This project was previously bid with two bids received on April 29, 2020. Both bids were substantially higher than the engineer's opinion of cost. City Council rejected the bids at the council meeting on June 2, 2020.

Bids will be received and opened by the City of Ottumwa on July 1, 2020. The bid report and bid award recommendation will be presented at the City Council meeting on July 7, 2020. Construction on this project is expected to commence on or about August 1, 2020 and shall be substantially complete on or before September 30, 2020.

Engineer's Opinion of Cost: Base Bid: \$50,000.00, Alternate Bids: \$50,000.00

Funding: \$60,000 WPCF Fund Balance

Source of Funds: WPCF Fund Balance

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #131-2020

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR REBIDDING FINAL CLARIFIER SELECT REPAINTING PROJECT

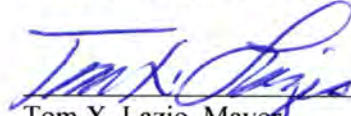
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 16th day of June, 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

WPCF Rebid
City of Ottumwa-Engineering Dept hereto attached was
published in said newspaper for 1 consecutive weeks to-wit: 6/6/2020 Subscribed and sworn to
before me, and in my presence, by the said 6th day of June, 2020



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$19.23

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as Rebid Final Clarifier Select Repainting, Ottumwa, Iowa at 5:30 p.m. on June 16, 2020 in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows:

Furnish all labor, materials and equipment to construct the following: Rebid Final Clarifier Select Repainting All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Christina Reinhard, City Clerk

1
PH-Approve PLS
Rebid WPCF Final Clarifier

6/6/20
Water Pollution Control Facility
Clarifier Rebid

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as Rebid Final Clarifier Select Repainting, Ottumwa, Iowa at 5:30 p.m. on June 16, 2020 in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows:

Furnish all labor, materials and equipment to construct the following: Rebid Final Clarifier Select Repainting All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Christina Reinhard, City Clerk

City of Ottumwa
Staff Summary

FILES
2020 JUN -3 PM 3:23
CITY OF OTTUMWA IA

Council Meeting of: June 16, 2020

Item No. 139-2020

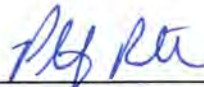
Kala Mulder

Prepared By



Dept. Head

Finance Department
Department



City Administrator

Agenda Title: Public Hearing on the Proposed Amendment to the FY20 City Budget

.....
Purpose: The City Council is required to hold a public hearing on the proposed City Budget amendment prior to adoption of the amended budget for FY2020.

Recommendation: Open Public Hearing
Presentation by City Staff
Call for written and oral objections
Close public hearing
Pass and adopt Resolution Number 139-2020

Discussion: A public hearing is required for citizen comments prior to consideration of amending the budget for FY2020. The budget is being amended according to the attached summary. This amendment will not increase the property tax levy.

RESOLUTION NO. 139-2020

**RESOLUTION AMENDING THE ANNUAL BUDGET FOR THE FISCAL
YEAR ENDING JUNE 30, 2020.**

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

The amended annual budget for fiscal year ending June 30, 2020, as set forth in the Amended Budget Summary Certificate and in the detailed budget in support thereof showing the revenue estimates and appropriation expenditures and allocations to functions and activities for said fiscal year is adopted, and the Director of Finance is directed to make the filings required by law.


PASSED AND APPROVED THIS 16th DAY OF JUNE 2020.

City of Ottumwa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

(Seal)



**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2019-2020 CITY BUDGET**

The City Council of OTTUMWA in WAPELLO County, Iowa
will meet at CITY COUNCIL CHAMBERS
at 5:30 PM on 6/16/2020
(hour) (Date)

,for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2020
(year)
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	13,454,303		13,454,303
Less: Uncollected Property Taxes-Levy Year	2	10,000		10,000
Net Current Property Taxes	3	13,444,303	0	13,444,303
Delinquent Property Taxes	4	0		0
TIF Revenues	5	801,032		801,032
Other City Taxes	6	4,276,699	-110,000	4,166,699
Licenses & Permits	7	353,846	-48,880	304,966
Use of Money and Property	8	1,116,121	-52,613	1,063,508
Intergovernmental	9	8,412,293	694,978	9,107,271
Charges for Services	10	17,497,097	-441,000	17,056,097
Special Assessments	11	42,000		42,000
Miscellaneous	12	3,807,900	1,099,895	4,907,795
Other Financing Sources	13	1,050,000	9,960,000	11,010,000
Transfers In	14	13,010,962	2,450,659	15,461,621
Total Revenues and Other Sources	15	63,812,253	13,553,039	77,365,292
Expenditures & Other Financing Uses				
Public Safety	16	9,482,428	176,039	9,658,467
Public Works	17	7,602,708	-14,815	7,587,893
Health and Social Services	18	952,159		952,159
Culture and Recreation	19	2,466,753	53,375	2,520,128
Community and Economic Development	20	536,515	227,200	763,715
General Government	21	3,228,224	3,520	3,231,744
Debt Service	22	4,043,219	138,256	4,181,475
Capital Projects	23	13,493,658	1,626,648	15,120,306
Total Government Activities Expenditures	24	41,805,664	2,210,223	44,015,887
Business Type / Enterprises	25	15,315,881	48,442	15,364,323
Total Gov Activities & Business Expenditures	26	57,121,545	2,258,665	59,380,210
Transfers Out	27	13,010,962	2,450,659	15,461,621
Total Expenditures/Transfers Out	28	70,132,507	4,709,324	74,841,831
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-6,320,254	8,843,715	2,523,461
Beginning Fund Balance July 1	30	36,980,042		36,980,042
Ending Fund Balance June 30	31	30,659,788	8,843,715	39,503,503

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

Addition of 2020 Bond Proceeds, CDBG Grant expense, FAA Airport Runway, Phase 8 CSO, Covid-19 Expenses, Legal Fees, Fire Grant, Sewer Project consisting of additional expenses for Catch Basin, Manhole Expenses and Elm Street Pump Station, Quiet Zone expenses, Sidewalk expense.

There will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget.

Kala Mulder

City Clerk/ Finance Officer Name

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 advert

CITY BUDGET AMENDMENT FORM

CITY OF OTTUMWA hereto attached was published in said newspaper for 1 consecutive week's to 05/30/2020 Subscribed and sworn to before me, and in my presence, by the said 30TH day of MAY, 2020



Notary Public
In and for Wapello County

Printer's fee \$150.48

COPY OF ADVERTISEMENT

Jun-19
Form 953 C1

NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2019-2020 CITY BUDGET

The City Council of OTTUMWA in WAPELLO County, Iowa
will meet at CITY COUNCIL CHAMBERS
at 5:30 PM on 6/16/2020
(Hour) (Date)

for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2020
by changing estimates of revenue and expenditure appropriations in the following functions for the reasons given.
Additional detail is available at the city clerk's office showing revenues and expenditures by fund type and by activity.

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property	13,454,303		13,454,303
Less: Uncollected Property Taxes-Levy Year	10,000		10,000
Net Current Property Taxes	13,444,303	0	13,444,303
Delinquent Property Taxes	0		0
TIF Revenues	801,032		801,032
Other City Taxes	4,278,699	-110,000	4,168,699
Licenses & Permits	353,848	-48,880	304,968
Use of Money and Property	1,116,121	-52,613	1,063,508
Intergovernmental	8,412,293	694,978	9,107,271
Charges for Services	17,497,097	-441,000	17,056,097
Special Assessments	42,000		42,000
Miscellaneous	3,807,800	1,099,895	4,907,695
Other Financing Sources	1,050,000	9,960,000	11,010,000
Transfers In	13,010,962	2,450,659	15,461,621
Total Revenues and Other Sources	63,812,253	13,553,039	77,365,292
Expenditures & Other Financing Uses			
Public Safety	9,482,428	176,039	9,658,467
Public Works	7,602,708	-14,815	7,587,893
Health and Social Services	952,159		952,159
Culture and Recreation	2,468,753	53,375	2,520,128
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CITY OF OTTUMWA
Staff Summary

FILE
2020 JUN 11 AM 8:04
CITY OF OTTUMWA

**** ACTION ITEM ****

Council Meeting of: Jun 16, 2020

Jody Gates

Prepared By

Health & Inspections

Department

Kevin C Flanagan

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 140 - 2020, a Resolution authorizing the solicitation of bids for Noncommercial trash, recyclables, bulky items and yard waste collection within the City of Ottumwa, Iowa beginning July 4, 2021

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

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

RECOMMENDATION: Pass and adopt Resolution No. 140 - 2020

DISCUSSION:

The City contracts for the collection of Noncommercial trash, recyclables, bulky items and yard waste for customers in dwellings of four units of less. The current contract expires July 3, 2021. If approved by the City Council the bid documents attached to this staff summary will be released June 17, 2020 or shortly thereafter.

A group of City staff and a council member reviewed current contract documents and using comments received from the last recycling survey, made a number of changes for the new contract. Some of the changes are:

- Require contractors to provide an annual city wide clean up event
- Require contractors to implement a process so that phone calls during regular business hours are answered by a person, not an answering machine
- Change collection start times from 4:00 A.M. to no earlier than 6:00 A.M. except in cases of heat index of 105 degrees or above, when start times may begin at 5:00 A.M.
- Yard waste will be collected year round instead of seasonally
- Require contractors to maintain a written or electronic log of customer contacts and provide them to the City monthly
- Require collection containers to be returned to their original place and position after collection, no blocking driveways
- Inserted language that the City may issue civil notices of violation or municipal citations for actions such as throwing containers, stealing recyclables, leaving trash and recycling scattered after collection, to name a few.
- Require no cost replacement of recycling carts and trash carts
- Allow awarding of a 5 year contract extension in certain circumstances
- The City will survey customers every two years as to their satisfaction with the collection program. Results of the surveys will be, in part, used to determine whether a 5 year contract extension will be awarded

The estimated bidding and contract schedule are as follows:

June 16, 2020 - City Council approves contract and RFP documents

June 17, 2020 - Bid packets will be distributed to companies on bidders list and uploaded to the City's website. A notice to bidders will be sent to the Ottumwa Courier

July 9, 2020 - A pre-proposal conference with interested bidders

August 25, 2020 - Bids due to the City Clerk

September 2, 2020 - Interview with Contractors

September 15, 2020 - City Council will award the contract

RESOLUTION NO 140 – 2020

A RESOLUTION AUTHORIZING THE SOLICITATION OF BIDS FOR NONCOMMERCIAL TRASH, RECYCLABLES, BULKY ITEMS AND YARD WASTE COLLECTION WITHIN THE CITY OF OTTUMWA, IOWA BEGINNING JULY 4, 2021

WHEREAS, the City of Ottumwa requires all residential dwellings of four units or less to subscribe to the City's trash and recycling collection services; and

WHEREAS, the City of Ottumwa contracts for the above services; and

WHEREAS, the current collection contract expires July 3, 2021; and

WHEREAS, the City desires to provide citizens with an appropriate level of high quality collection service at the best price; and


WHEREAS, in order to accomplish this, the City intends to provide as much lead time as possible for companies interested in bidding the contract.

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

The Noncommercial Refuse, Recyclables, Bulky Items and Yard Waste RFP dated June 17, 2020, the Noncommercial Refuse, Recyclables, Bulky Items and Yard Waste Contract dated July 4, 2021 to June 28, 2031 and related supporting documents are approved to be released to the public for the purpose of soliciting bids from qualified companies.

Approved, Passed and Adopted this 16th day of June 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

SUMMARY OF CHANGES

Below is the summary of changes made to the existing trash contract and RFP. All of the changes in black were a result of initial comments from committee members. Highlighted changes are a result of more recent comments.

The RFP and Contract will be discussed with the Mayor and City Council at the June 16, 2020 meeting and if approved, a bid packet will be released on or after June 17, 2020. The packet will contain, the RFP, draft contract, map of routes, historical trash, recycling and yard waste collection information and a heat index example sheet.

Staff expects a Pre-proposal conference with interested bidders will be held July 9, 2020 with bids due in to the City Clerk on August 25, 2020. There would be an interview with bidders on September 2, 2020 with Council awarding the contract September 15, 2020. The new contract would take effect July 4, 2021.

Summary of Noncommercial refuse, recyclables, bulk items and yard waste contract changes.

Changed the beginning contract date from July 3, 2021 to July 4, 2021 as the current contract ends on July 3, 2021.

Section 1.1 added potential 5 year extension language

Section 4.10 added language about theft of recyclables

Section 4.15 changed yard waste collection to year round

Section 4.16 new yard waste tag language

Section 4.17 yard waste goes to landfill instead of recycling center or landfill

Section 4.19 added annual city wide clean up event

Section 5 amended hours of operation to 6 am – 4 pm with a one hour earlier start if heat index meets a certain level

Section 5.5 require contractor to keep customer call or email logs and turn them into the City monthly

Section 6.1 require containers to be returned to their original place and position after collection – no blocking driveways

Section 6.2 contractor will replace carts as needed and maintain adequate inventory for replacements

Section 6.7 City will survey customers every 2 years and use results of survey, among other things, to evaluate whether or not to give contractor a 5 year extension

Section 7.2 added Alternate enforcement action called a civil notice of violation in addition to municipal infractions.

Summary of RFP Changes

Changed start date of RFP to July 4, 2021

III Scope of Work

Page 5 - #5 added language that containers are to be returned upright and to their original location. No throwing containers, stealing recyclables, not acceptable to leave scattered trash and recyclables. Employees must be competent and not damage landfill, recycling center or customer property. Inserted civil notice of violation and or municipal citation infractions language – Review carefully.

Page 6 - #6 require vehicles to be painted every 3 years.

Page 6 - #7 office to be staffed and phone answered by person during regular business hours, logs maintained and provided to city monthly

Page 7 collectors and drivers to be trained in identifying recyclables and drivers to be trained in how to unload at recycling center so as not to cause damage to people or building. Health index language allows a one hour early start.

Page 11 changed all estimated dates so that bids will be due back by August 25, 2020 and contract can be awarded September 15, 2020.

Changes made upon response from committee members

Changed contract header

Added words “no cost” to the sentence in Section 4.13 on page 10 of Contract

Added words to Section 6.2 on page 12 of the Contract

“when carts are stolen” to the first sentence

“at no charge to the customer” to the third sentence so that customers don’t have to pay to replace carts when theirs is stolen.

Removed words “or theft” from second sentence in Section 6.2 on page 12 of Contract

On page 9 #8 and on page 10 #7 of the RFP added words "or his/her designee" to the end of the sentence

On page 3 of the RFP the following sentences were added to Section III Scope of Work:

The majority of collections will be accomplished by accessing houses via street or road side. However, there are households that will be collected via alleyways, such as Vogel Street.

On page 7 of the RFP #1 sentence added after second sentence " You may also access an electronic copy of the routes at www.ottumwarecycles.com as the route map in the packet is legal size and street names are difficult to make out.

EXHIBIT A

City of Ottumwa, Iowa, Request for Proposal for
Curbside Collection of Noncommercial Refuse, Recyclables,
Bulky Items and Yard Waste

Issued by the
Ottumwa City Council
105 E. Third Street – City Hall
Ottumwa, Iowa 52501
641-683-0694

June 17, 2020



I. Introduction

The City of Ottumwa, Iowa is seeking proposals from qualified firms to provide collection services for single-family dwellings, duplexes and apartment houses with four (4) units or less. The City is requesting proposals for collection of the following:

1. Noncommercial refuse
2. Recyclables
3. Yard Waste
4. Bulky items

Ottumwa has approximately 9,200 dwellings that will require services. A ten (10) year contract will be awarded for the period of July 4, 2021 through June 28, 2031. Contractors will pay all solid waste disposal fees at the Landfill during this contract and will be able to hold multiple refuse collection licenses, both residential and commercial, from the City of Ottumwa. All services are to be performed in compliance with local, state, and federal ordinances, laws and regulations.

II. Bid Conditions

1. Sealed bids will be received at the Ottumwa City Clerk's Office, Ottumwa City Hall 105 E. Third Street, Ottumwa, Iowa 52501 and are due by 2:00 p.m. local time on August 25, 2020. Bid packets must be clearly marked "City of Ottumwa Refuse and Recycling Collection Bid" Date Due: August 25, 2020.

2. All questions relating to interpretation of this request for proposal shall be in writing and addressed to:

Kevin C. Flanagan
Director of Health, Inspections, Planning & Development & Solid Waste
City of Ottumwa
105 E. Third Street
Ottumwa, Iowa 52501

3. The City has the right to reject any or all bids and further to waive all informalities in bidding when deemed in its best interest.



4. The City will award one contract for the entire collection service of noncommercial refuse, recycling, yard waste and bulky item collection.
5. In awarding the contract, the City of Ottumwa may take into consideration the bidders skill, facilities, capacity, experience, equipment, responsibility and previous work record and price.
6. The City of Ottumwa shall have the right to award the contract within sixty (60) calendar days immediately following the actual date of bid openings, and the City shall give written notice of the award to the successful bidder(s).
7. Bidder to whom the award is made shall execute an agreement from the City of Ottumwa.
8. The Contractor shall provide certificate of insurance and carry the following amounts:
 - a. Public liability - \$2,000,000.00 Combined Single Limit.
 - b. Motor vehicle liability - \$2,000,000.00 Combined Single Limit.
9. The Contractor shall provide a performance bond for the duration of the contract, ten (10) years, which may be renewed annually Performance bond will be \$1,000,000.

III. Scope of Work

The City's intent and the requirements of this RFP are to provide citizens with the appropriate level of service, at the best price and with the highest quality. The specifications contained within this RFP document are designed to establish an effective, efficient, uniform and safe system of refuse, recycling, bulky items and yard waste collection. The majority of collections will be accomplished by accessing houses via street or road side. However, there are households that will be collected via alleyways, such as Vogel Street.

1. Refuse. The City requires the collection of 64 gallon carts supplied for customers by the Contractor. The Contractor will decide if manual or automated collection service is provided. The Contractor will also collect extra bags of trash that customers tag and set out for collection. The Contractor may choose to provide a larger size container for dwelling units over two that can be shared by the units if the customer and Contractor



agree as long as customers receive 64 gallons of trash collection service per dwelling unit. The Contractor will supply, distribute and own the refuse containers.

- a. All of the refuse collected shall go to the Ottumwa/Wapello County Landfill or to any other facility the City may designate during the life of this contract. Annual refuse tonnages are provided.
- b. The City of Ottumwa will collect all fees from customers. Presently walk-up service is provided at no charge to those with documentation that they cannot get trash and recycling to the curb. The City wishes to continue this service. Walk up collection forms will be distributed, collected and retained by the Contractor. Current contractor states there are slightly over 300 walk up customers presently.
- c. Contractor will pay a disposal fee for noncommercial refuse and bulky items going to the Landfill. Present Landfill rate is \$57.00 per ton, subject to change by the Ottumwa/Wapello County Solid Waste Commission.

2. Yard Waste – Defined as grass clippings, leaves, brush, garden debris and tree limbs. Currently yard waste is collected on Tuesdays and Thursdays. The entire city is traveled and yard waste, if it's in a paper bag, with an Ottumwa sticker or limbs that are cut in 3 foot lengths and tied together in bundles that weigh less than 50 pounds, are collected. This contract requires the Contractor to collect yard waste and tree limbs prepared as described above year round and to collect Christmas trees during the month of January. The City will leave the collection schedule to the Contractor as long as yard waste is collected once weekly. Contractor may choose to have customers call in for yard waste collection instead of driving the entire City. Yard waste tags will be provided and sold by the City and all revenue from the sale will be retained by the City. All yard waste and tree debris is disposed of at the Ottumwa/Wapello County Landfill and there is no tipping fee to dispose of this material. **Annual yard waste tonnages are provided.**

3. Recyclables – The Contractor will supply, distribute and own the recycling carts, which are to be at least 35 gallons, on wheels, with a lid and be blue in color. Customers presently use red and blue recycling 18 gallon recycling bins and blue recycling carts. Contractor will collect any of these containers. The last survey conducted in 2020, indicates that 88% of Ottumwa households recycle at least once per month. **Annual recycling tonnages are provided.** The Ottumwa/Wapello County Solid Waste Commission approved a Landfill ban on cardboard and recyclable paper. While such ban does not specifically apply to noncommercial customers, the ban has served to increase the amount of cardboard and recyclable paper collected curbside. The Contractor shall be



required to separate into three (3) categories, and maintain these categories separately until delivered to the Recycling Center. Categories are:

- a. Commingled Material – Includes, but is not limited to, #1 -#7 plastics, glass; green, brown and clear, tin ferrous and non-ferrous metals and aluminum. It won't be necessary for the Contractor (s) to sort commingled material, except for obviously inappropriate items, such as ammunition, sharps, refuse, and other items of this nature. The Recycling Center sorts the commingled material and will take care of discarding incorrect plastics, aluminum foil, etc.
- b. Paper Material - Newsprint, magazines, telephone books, and office paper/junk mail is the second category. Customers may put office paper and junk mail in their recycling bins, but are required to bag the material in a see-through plastic bag that is tied closed. The Contractor may put the collected office paper in the same compartment with newspaper, and it will be separated out at the Recycling Center.
- c. Paperboard/cardboard – Cereal boxes and similar paperboard and old corrugated cardboard that is not contaminated with food and other products is the third category.

The average material recovery for each customer collected will be approximately 15 to 18 pounds. This, of course, will vary somewhat, depending upon the size of the family. The recycling collectors will be required to distribute printed information periodically, via putting flyers in customers recycling bins. The City will be responsible for providing the printed material. Recyclables are the property of the City and any theft of deposit containers, scrap metal or any other recyclables collected as part of this contract will be prosecuted by the City.

4. Bulky Items Collection - The Contractor will be required to provide bulky item collection to customers. Customers may set out one (1) bulky item per week for collection, to include an appliance with a pink City tag. Only appliances require a tag for collection. Customers must presently call for this service. Contractor will also provide an annual clean up event for all residents of the City, which permits customers to dispose of unwanted items. Contractor may frame the clean-up event as a house to house collection event or a drop off event. Contractor should be specific in the bid document as to what a drop off event could look like.

5. All employees shall be competent and skilled in the performance of the work to which they may be assigned. The City expects that employees will not damage the City's Landfill or Recycling Center facilities during use, nor damage customer's property in the



course of providing collection service. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain employees of the number and skill required may result in the issuance of a civil "notice of violation" or municipal infraction with attendant fines and fees or constitute a default of the Contract. The Contractor's personnel are to act in a courteous manner (i.e., polite responses to resident's questions, controlled handling of refuse containers, yard waste bags and recycling carts). Inappropriate language, carelessness when emptying containers, scavenging through the refuse or recyclables or theft of materials, throwing containers, failure to replace containers back where they were picked up or dropping and leaving trash, recycling or yard waste is not acceptable.

6. The Contractor's collection vehicles shall be painted and numbered and shall have the Contractor's name, telephone number and the number of the vehicle painted or affixed by decals in letters of contrasting color, at least four (4) inches high, on each side of each vehicle, and the number painted or affixed by decals on the rear. No advertising shall be permitted other than the name of the Contractor except promotional advertisement of the City's refuse and recycling program. Repainting of all vehicles shall be done not less than every three years, or within thirty (30) days after written notification by the City. All vehicles shall be kept in a clean, well maintained and sanitary condition. Said vehicles shall be licensed by the State of Iowa and have a City of Ottumwa Type A Noncommercial establishment haulers license and are subject to inspection by the Director of Health, Inspections, Planning & Development & Solid Waste or his/her designee. All vehicles shall be capable of hauling a sufficient load of solid waste and recyclables to accomplish collections within an established collection day, and the vehicle shall be in compliance with Iowa Department of Transportation regulations regarding weight limits and other requirements, when the vehicles are empty, as well as when fully loaded, and shall be water tight in order to eliminate leaks and spillage of refuse materials from inside the vehicle. Vehicle operators will obey all traffic laws of the City, County and State, which includes driving on the correct side of the road.

7. The Contractor shall staff an office to accept customer calls or emails from 8:00 am to 4:30 pm Monday through Friday. Contractor may choose to have an employee work from home answering calls and/or emails, which is acceptable to the City, as long as a person actually answers the phone. Recording equipment and/or an answering machine is not an acceptable replacement for in person answering of the telephone from 8:00 A.M. to 4:30 P.M. Monday through Friday. All calls, emails, customer requests shall be responded to promptly. The Contractor shall maintain a paper or electronic log of customer calls and or emails, detailing date and time called, nature of call and date and time of resolution of



customer's issue, if there is an issue such as missed collection for example, and provide the log to the City monthly.

CONTRACTOR'S PROPOSAL SUBMISSION REQUIREMENTS

Noncommercial Refuse and Recycling Collection

1. Specific days and routes within the city you are proposing for once per week refuse and recycling collection within the city limits of Ottumwa (map required from the bidder.) Current collection days and collection routes are attached. You may also access an electronic copy of the route at www.ottumwarecycles.com. If customer's collection day changes the Contractor will be required to notify customers of the change.
2. A list of all equipment to be used for collection service. Describe how equipment and labor will be utilized to accomplish collection services within the established collection day and within the hours of 6:00 am – 4:00 pm. Include make, model, year, weight limit and capacity of each piece of equipment. Specifically specify how you will maintain 3 separate categories of recyclables during collection and delivery to the Recycling Center. A statement that collection vehicles will have hydraulic capabilities to dump separate compartments at the Ottumwa/Wapello County Recycling Center. A statement that all drivers will be trained on how to dump recyclables inside of the Recycling Center building in order to avoid damage to the building and to people. Specify training to be used for employees collecting recyclables as to how to identify recyclables and separate materials into 3 streams. Absolutely no collections will begin earlier than 6:00 A.M, except in cases where the Heat Index in Ottumwa, as expressed by National Weather Service, is forecasted to exceed 105° for the collection day, but under no circumstances shall the start begin before 5:00 A.M.
3. A description of procedures to be followed for handling missed pick-ups, customer complaints or questions. At a minimum, the following should be addressed:
 - A phone number available from 8:00 am to 4:30 pm on collection days and method for handling after hour calls and or emails.
 - A procedure for missed collections and pickup of these items to be accomplished within 24 hours.
 - Availability of vehicles and personnel to handle missed pickups or the implementation of a roving truck capable of addressing missed collections within 24 hours.



- Maintenance of a caller log detailing the date and time customer called, nature of the call or email or issue customer called to address, date and time when issue was resolved. Logs may be paper or electronic and will be made available to the City on a monthly basis.
4. A statement that all trucks and equipment will be maintained in good working condition and meet the requirements as stated in Section III - 6.
 5. The methods the bidder will use to communicate to the residents the change in collection days during holidays (see additional information).
 6. Bidder contact person to work with is the Director of Health, Inspections, Planning & Development& Solid Waste or in the case of recycling, the contact person may be the Recycling Coordinator to ensure the quality of the recyclables collected.

Yard Waste Collection

1. State specific day (s) and route (s) for once per week yard waste collection. Please note how and when the yard waste is currently being collected.
2. Method(s) of communicating to the public the change in service day and/or method of the service if applicable.
3. A list of all equipment to be used for collection service. Describe how equipment and labor will be utilized to accomplish collection services within the established collection day and within the hours of 6:00 am – 4:00 pm. Include make, model, year, weight limit and capacity of vehicle(s). Absolutely no collections will begin earlier than 6:00 A.M., except in cases where the Heat Index in Ottumwa, as expressed by National Weather Service, is forecasted to exceed 105° for the collection day, but under no circumstances shall the start begin before 5:00 A.M.
4. A description of procedures to be followed for handling missed pick-ups, customer complaints or questions. At a minimum, the following should be addressed:
 - A phone number available from 8:00 am to 4:30 pm Monday through Friday, with a person staffed to answer the phone during this time, and a method for handling after hour calls.
 - A procedure for collection of materials which were missed.



- Availability of vehicles and personnel to handle missed pickups with 24 hours or the implementation of a roving truck capable of addressing missed collections with 24 hours.
 - Maintenance of a caller log detailing the date and time customer called or emailed, nature of the call or issue customer called to address, date and time when issue was resolved. Logs may be paper or electronic and will be made available to the City on a monthly basis.
5. Brush, tree limbs, and yard waste may be commingled when collected and transported.
 6. A statement that all truck(s) or trailer(s) and equipment will be maintained in good working condition and meet all requirements as stated in Section III - 6.
 7. The methods the bidder will use to communicate to the residents the change in collection days during holidays (see additional information).
 8. Bidders contact person to work with is the Director of Health, Inspections, Planning & Development & Solid Waste or his/her designee.
 9. A statement from bidder that only paper yard waste bags, with an approved City tag, will be collected and that only properly bundled brush and tree limbs will be collected.

Bulky Items Collection

1. State specific day (s) and route (s) for once per week bulky items collection. Please note how and when bulky items are currently being collected.
2. Method(s) of communicating to the public the change in service day and/or method of the service if applicable.
3. A list of all equipment to be used for collection services. Describe how equipment and labor will be utilized to accomplish collection services, within the established collection day and within the hours of 6:00 am – 4:00 pm. Absolutely no collections will begin earlier than 6:00 A.M, except in cases where the Heat Index in Ottumwa, as expressed by National Weather Service, is forecasted to exceed 105° for the collection day, but under no circumstances shall the start begin before 5:00 A.M. Include make, model, year, weight limits and overall capacity of each vehicle.



4. The procedure the bidder will use to collect separately, items that go to the Recycling Center versus items that go to the Landfill.

5. Number of employees provided to the vehicle(s).

6. A description of procedures to be followed for handling missed pick-ups, customer complaints or questions. At a minimum, the following should be addressed:

- A phone number available from 8:00 am to 4:30 pm Monday through Friday, with a person staffed to answer the phone and or email during this time, and a method for handling after hour calls.
- A procedure for collection of bulk items which were missed.
- Availability of vehicles and personnel to handle missed pickups with 24 hours or the implementation of a roving truck capable of addressing missed collections with 24 hours.
- Maintenance of a caller log detailing the date and time customer called or emailed, nature of the call or issue customer called to address, date and time when issue was resolved. Logs may be paper or electronic and will be made available to the City on a monthly basis.

7. Bidders contact person to work with is the Director of Health, Inspections, Planning & Development & Solid Waste or his/her designee.

Read the Request for Proposal carefully and provide a complete bid packet. Failure to provide all of the information required in your bid proposal may disqualify your bid.

ADDITIONAL INFORMATION

Holidays the Landfill and Recycling Center will be closed are as follows:

New Year's Day
Independence Day
Christmas Day
Veterans Day
President's Day

Memorial Day
Labor Day
Martin Luther King Day
Thanksgiving Day



Holidays falling on Saturday are observed on Friday and holidays falling on Sunday will be observed the following Monday. The Mayor designates the day before or after Christmas as a holiday annually. This designation is made available to the Contractor as soon as staff has the information.

The City will survey customers every two years and make the results available to the Contractor. Customer satisfaction will in part determine whether the City will offer the Contractor any contract extensions at the end of the initial contract term.

ESTIMATED TIME SCHEDULE

1. Issue of request for proposal – June 17, 2020
2. Pre-proposal conference – July 9, 2020
3. Bids are due back – August 25, 2020
4. Interview with Contractors – September 2, 2020
5. Award by City Council – September 15, 2020

ROUTE SCHEDULES

Route schedules should remain as they are currently. We will entertain alternatives, with the final authority residing with the City. If route schedules will change explain the method you propose to use to notify each customer of the change.



[CITY OF]
O T T U M W A

Exhibit B

Noncommercial Refuse and Recycling Collection Contract Bid Form Refuse,
Recyclables, Bulky Items and Yard Waste Collection

The undersigned propose to make available to all addresses as described in Section III of the Request for Proposal, the collection of refuse, recyclables, bulky items and yard waste once (1) per week in the assigned territory, for the City of Ottumwa, for the following sum. Fees change on July 1st annually except where noted in the Request for Proposal.

- \$ ___ Per household per month 2021-2022
- \$ ___ Per household per month 2022-2023
- \$ ___ Per household per month 2023-2024
- \$ ___ Per household per month 2024-2025
- \$ ___ Per household per month 2025-2026
- \$ ___ Per household per month 2026-2027
- \$ ___ Per household per month 2027-2028
- \$ ___ Per household per month 2028-2029
- \$ ___ Per household per month 2029-2030
- \$ ___ Per household per month 2030-2031

Company Name _____

Address, City, State, Zip _____

Phone Number _____

E-mail address _____

Contact Person _____ Title _____

Authorized Signature _____

Date _____

**CITY OF OTTUMWA
NONCOMMERCIAL REFUSE, RECYCLABLES, BULKY
ITEMS AND YARD WASTE COLLECTION CONTRACT**

July 4, 2021

To

June 28, 2031

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EXHIBITS

- A. Request for Proposal
- B. Bid Documents
- C. Contractor's Performance Bond
- D. Resolution of the Ottumwa City Council approving this contract

CITY OF OTTUMWA

Contract for Non-Commercial Refuse, Recyclable Materials, Bulky Items and Yard Waste Collection and Disposal

This contract is entered into, in duplicate, this ___ day of _____ 2021 by and between the City of Ottumwa, a Municipal Corporation of Wapello County, Iowa (hereinafter called the "City") and _____ (hereinafter called the "Contractor").

WITNESS

WHEREAS, The Contractor did on _____ 2020, submit a proposal and bid documents to provide collection services for designated customers and to perform such work as may be incidental thereto; and

WHEREAS, the City has evaluated the Contractor's proposal and bid documents and based upon Contractor's representations and information submitted to the City, has found the Contractor to be a responsible firm, which meets the conditions, set forth in the City's Request for Proposal (RFP).

NOW, THEREFORE, in consideration of the recitals and the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

Article I. Term of Contract

1.1 This Contract shall commence July 4, 2021 and shall remain in full force and effect through June 28, 2031. This contract will be subject to a potential five year extension subject to the City's review of the Contractor's performance and customer surveys and comments.

Article II. Definitions

The following terms, whenever used in this Contract, shall have the meanings set forth in this Article unless otherwise limited or expanded elsewhere in this Contract.

2.1 Assigned territory means the areas and entities as designated by the City, which may include churches, single-family dwellings and multi-family dwellings, four units or less, within the City. This shall not include commercial or industrial waste, both of which shall be open to all licensed haulers.

2.2 Basic rate means the minimum monthly rate assessed by the City to each customer for noncommercial refuse, recyclables, bundled branches and

limbs and bulky item collection. The base rate will include the collection and disposal of one 64 gallon container of noncommercial refuse. The Contractor may choose to use a larger container if providing service to multi-family dwellings as long as customers receive 64 gallons of disposal service per dwelling unit. The base rate does not include any additional noncommercial refuse bag stickers that would be needed by the customer, nor does it include the cost of purchasing a yard waste bag tag, for leaves and grass clippings, or appliance stickers, all of which will be available for purchase at local grocery and retail stores.

- 2.3 Bags mean plastic sacks designed to store noncommercial refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of bag and its contents shall not exceed forty (40) pounds.
- 2.4 Bulky items mean those items that cannot be collected as noncommercial refuse, recyclables or yard waste. Bulky items that are acceptable would include, but not be limited to, the following:

Appliances
Furniture
Push lawn mowers
Bicycles, tricycles
Carpet (cut into 6 foot lengths and tied)
Windows
Doors
Lawn chairs
And many other items that can be safely handled and collected by two (2) persons

Bulky items will not include:

Any waste from a commercial generator to include waste that comes from a hobby or in home business, or yard sale.
Construction or demolition debris, including roofing
Concrete, brick, asphalt
Cars, motorcycles, boats or parts of vehicle frames or structural members
Pianos and organs
Items that are currently restricted by law at the Landfill and Recycling Center (toxic, hazardous, infectious, explosive, free liquids, insecticides, herbicides, radioactive, etc.)
Waste oil
Batteries and Scrap Metal
Tires
Other restrictions may apply

- 2.5 Bundle means tree, shrub and brush trimmings securely tied together

forming an easily handled package not exceeding thirty-six (36) inches in length or fifty (50) pounds in weight.

- 2.6 City means the City of Ottumwa, Iowa.
- 2.7 Construction debris means waste building materials resulting from construction remodeling, repair or demolition operations.
- 2.8 Container means a City-approved receptacle which recyclable materials, noncommercial refuse or yard waste can be stored and later placed at the curb for collection.
- 2.9 Contract documents means the City's Request for Proposal (RFP), the Contractor's Bid and Proposal, the Contract for Noncommercial Refuse, Recyclables, Bulky Items and Yard Waste Collection and Disposal, the Contract Performance Bond and any subsequent written addendum or changes to the foregoing documents agreed to by the City and Contractor.
- 2.10 Curbside means that portion of right-of-way adjacent to paved or traveled City roadways and does not include alleys.
- 2.11 Curbside collection means the collection of all noncommercial trash, recyclables, bulky items and yard waste placed at the curb or front of the house, or if there is no curb, as near to the street as possible.
- 2.12 Designated customer for the purposes of this contract shall mean noncommercial refuse customers, as defined in the Ottumwa Municipal Code Chapter 31 ½ Solid Waste and all voluntary subscribers such as churches.
- 2.13 Disposal site means a municipal solid waste or recycling depository including, but not limited to, sanitary landfills, transfer stations, incinerators, composting facilities, waste processing/separation centers, recycling centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive municipal solid waste, recyclables, yard waste and/or other disposable material for processing or final disposal.
- 2.14 Door-step collection means collection, at no additional charge, of noncommercial refuse and recyclable material, except bulky items and yard waste at a residential dwelling unit, at a point close to the dwelling, which is in view street, in lieu of curbside collection for the producers or occupants who have a physical infirmity documented by a physician. The Contractor may charge over and above the base rate for this service, if the customer does not qualify for "no charge", but would like to subscribe to door-step collection.

- 2.15 Dwelling is any building, which is wholly or partly used or intended to be used for living, sleeping and cooking.
- 2.16 Dwelling unit is any room or group of rooms located within a dwelling and forming a single habitable unit with facilities, which are used or intended to be used, for living, sleeping and cooking.
- 2.17 Garbage means all animal and vegetable matter from handling, preparation, cooking, consumption, storage, decay or decomposition of food (meats, fish, fowl, fruits, grains and/or any other animal or vegetable matter whatsoever subject to decay, which may putrefy or generate noxious or offensive odors, be a food source for rodents or be breeding or feeding place for insects or vermin). As used herein, the term garbage does not include yard waste, construction debris, bulky items, recyclables, dead animals or hazardous or toxic waste.
- 2.18 Noncommercial refuse collection means the collecting of all garbage and bulky items as herein defined, accumulated in containers at addresses within and without the corporate limits of the City and the transportation of such waste to the Ottumwa/Wapello County Landfill. As used herein, noncommercial refuse includes, but is not limited to, garbage.
- 2.19 Hazardous waste means waste or material defined, characterized or Designated as hazardous by the United State Environmental Protection Agency (USEPA) or appropriate state agencies by or pursuant to Federal or State law or regulations. For purposes of this Contract, the term hazardous waste shall also include motor oil, gasoline, batteries, paint, paint thinner, insecticides, toxic materials and other toxic substances so designated by the City.
- 2.20 Noncommercial refuse means all waste which normally result from the operation of a dwelling or a church, including all garbage, trash, and bulky items. Noncommercial waste does not include business waste, hazardous waste, as defined herein, recyclables or yard waste.
- 2.21 Producer means occupant of a noncommercial refuse collection address who generate noncommercial waste, recyclable material or yard waste.
- 2.22 Garbage or trash container means, unless otherwise provided, any container, whether referred to as "garbage can," "trash receptacle," "plastic bag," "cans," "suitable container," or "containers," which are of such size and form as to permit collection by one (1) person. Collection containers or "carts" shall be 64 gallon size, for a single dwelling unit and can be filled to the weight limit specified on the container. The Contractor may choose to supply larger automated

containers for multi - family dwellings, which will be shared, as long as each dwelling unit receives 64 gallons of disposal service.

- 2.23 Recyclable materials means office paper, newsprint, corrugated cardboard, glass containers, tin, aluminum, specific types of plastic or other materials for which there is a market outlet, or such products designated by the City to be recyclable material and appliances or (white goods).
- 2.24 Recycling collection means the collection of all recyclable materials accumulated in residential dwelling units in the City. Collection shall also include transporting the recyclable materials to the Ottumwa/Wapello County Recycling Center or the Ottumwa/Wapello County Landfill where they can be processed for the market place as determined by the City. The Contractor shall not landfill or incinerate the recyclable materials collected for recycling as defined in Section 2.23 without the specific approval of the City.
- 2.25 Recycling container means a container of suitable size and form approved by the City and retaining recyclable materials for curbside collection. This does not include recyclable bulky items like appliances.
- 2.26 Request for Proposal means the request for proposal to haulers to provide curbside collection services of refuse, recyclables, bulky items and yard waste dated June 17, 2020.
- 2.27 Residential dwelling unit means any single or multi-family dwelling - 4 units or less within the assigned territory and occupied by a person or group of persons.
- 2.28 Yard waste means compostable, organic material consisting of dead plants, weeds, Christmas trees, tree or hedge trimmings, grass clippings and leaves.
- 2.29 Yard waste collection means the curbside collection of all yard waste set out by customers, providing it is in a paper yard waste bag with a City of Ottumwa yard waste sticker attached and weighing no more than 40 pounds. Furthermore, limbs and branches must be cut and bundled as specified in the Request for Proposal dated June 17, 2020.

Article III. Scope of Work

- 3.1 The scope of work under this Contract shall also include the scope of work in the Request for Proposal dated June 17, 2020, including all supervision, material, equipment, labor and all other items necessary to complete such work in accordance with the Contract.

- 3.2 In case of a tornado, flood, ice storm, disabling snow storm or other disaster or other acts of God, the City may grant the Contractor a temporary variance in the Contractor's regular schedules and routes at the option of, and according to, conditions set by the City Administrator or his/her designee. Cancellation or postponement of service, for reasons such as snow, shall be made by mutual agreement between the City and the Contractor. Contractor shall notify customers of a service disruption as quickly as possible.

Article IV. Collection Services Provided

- 4.1. The Contractor shall collect from customers, within its assigned territory, once per week during the term of this contract, noncommercial refuse, recyclables, bulky items and yard waste as stated in the Request for Proposal.

The Contractor shall make collections Mondays through Fridays. Collections on Saturday or Sunday require permission from the City. Daily service hours shall not begin prior to 6:00 am or continue past 4:00 pm. Such collections shall include collection from all customers as designated by the City. Customers' collection day shall remain the same throughout the term of the Contract, unless the City specifically approves changes.

- 4.2. The Contractor shall make provisions for residential customers to have doorstep noncommercial refuse and recyclables collection at no additional charge and upon proof of incapacity by a physician. It is not a requirement to provide "no charge" doorstep bulky items or yard waste collection; however the Contractor may provide this service for a fee. The Contractor shall be authorized to directly charge and collect fees for doorstep service to non-residential customers and customers who desire this service but who do not qualify for free doorstep service.
- 4.3 The Contractor shall load and transport noncommercial refuse, recyclables, bulky items and yard waste in such a manner as to be as inoffensive to the public as possible and shall exert all reasonable precautions to prevent the spilling or scattering of waste materials while in transit or loading. In the event that any of such waste does spill or scatter, the Contractor shall immediately clean and remove such spillage regardless of whether such spillage occurred on private or public property or within or outside of the city limits of Ottumwa, Iowa.
- 4.4. The Contractor shall not knowingly collect any hazardous waste from customers; However, the Contractor shall collect ashes, provided that they are cool, placed in plastic bags, weighing no more than 40 pounds, which

have been placed curbside for collection and tagged with extra trash bag tags, if necessary.

- 4.5. For each designated customer within the assigned territory, the Contractor shall collect recyclable materials once per week on the same day as noncommercial refuse collection, unless the collection day is changed by the city as part of the bidding process. The collection shall occur in the same location and manner as noncommercial refuse collection. There shall be no limit on the amount of recyclables a resident can set out for collection.
- 4.6. The collection of recyclable materials shall be limited to office paper, newsprint, magazines, catalogs, telephone directories, glass, aluminum cans, plastic containers, tin cans, corrugated cardboard and paperboard. The Director of Health, Inspections, Planning & Development & Solid Waste may add additional materials to the recycling collection as suitable market outlets are established and upon agreement by the Contractor.
- 4.7. The Contractor shall provide to each designated customer who requests one, within the assigned territory, a blue recycling container approved by the City Council. The containers shall be of uniform capacity, on wheels, with a lid and designed to be used for curbside collection.
- 4.8. Recycling containers containing recyclable materials shall be placed at the curb for collection as described in 4.5. Doorstep collection shall be provided as defined in 2.14.
- 4.9. All recyclable materials placed for collection shall remain the responsibility and ownership of the designated customer until set out for collection, at which time they become the property of the City. Recyclable materials are accepted on behalf of the City upon collection by the Contractor, as part of this contract.
- 4.10. All recyclables shall be disposed of at the Ottumwa/Wapello County Recycling Center and the City shall be responsible for the marketing of all recyclable materials collected and shall retain any sales proceeds. Recyclables are the property of the City and any theft of deposit containers, scrap metal or any other recyclables collected as part of this contract will be prosecuted by the City.
- 4.11. The Contractor shall not landfill or incinerate materials collected for recycling without specific approval of the City.
- 4.12. The Contractor agrees to aid and assist the City in the promotion and implementation of its recycling program by putting informational flyers in a customer's recycling bin during regular recycling collection and by

- providing information to the City regarding the amount of selected recyclables collected at addresses within the assigned territory. Any information or data that the City requests the Contractor to provide will be discussed with the Contractor prior to the request and implementation and will be provided by the City.
- 4.13. The Contractor will provide and distribute recycling containers to any new residents and replacement containers at no cost, as necessary, within the assigned territory.
 - 4.14. The Contractor shall cooperate with the local media in promoting the City's recycling program.
 - 4.15. Yard waste shall be collected weekly year round and Christmas trees shall be collected weekly through January.
 - 4.16. Yard waste such as leaves, grass clippings and garden debris must be placed in paper yard bags obtained from retail outlets and have a City yard waste sticker attached in order to be collected. When filled, the bags shall weigh no more than 40 pounds. Tree limbs and brush shall be cut into 36" lengths, bundled and tied, and weigh less than 50 pounds.
 - 4.17. All yard waste shall be taken to the Ottumwa/Wapello County Landfill..
 - 4.18. Bulky items collection route. The Contractor agrees to provide weekly bulky item collection to designated customers within the assigned territory. One bulky item per household will be collected.
 - 4.19. Annual City Wide Clean Up Event. The Contractor agrees to provide a City wide clean up event to noncommercial customers. Contractor may choose how to design the event, house-to-house collection or drop off sites. Contractor will be responsible for notifying customers of the date and location of the annual event.

Articles V. Operation

- 5.1. Hours of operation. Collection services for noncommercial refuse, recyclables, yard waste and bulky items shall not start before 6:00 am or continue after 4:00 pm on the same day. Absolutely no collections will begin earlier than 6:00 A.M, except in cases where the Heat Index in Ottumwa, as expressed by National Weather Service, is forecasted to exceed 105° for the collection day, but under no circumstances shall the start begin before 5:00 A.M. Exceptions to collection hours shall be implemented only upon the mutual agreement of the Contractor,

City Administrator or his/her designee.

5.2 Collection routes. Collection routes shall remain the same for the term of this contract, unless both parties agree it would be in the best interest of the City's residents to change collections routes. The Contractor shall have an exclusive franchise on the collection of designated customers within its assigned territory pursuant to Article II 2.1.

5.3. Holidays. The following shall be holidays for purposes of this contract.

New Year's Day	Veteran's Day
Thanksgiving Day	Martin Luther King Day
Memorial Day	Christmas Day
Independence Day	Labor Day
President's Day	

The City of Ottumwa's employee collective bargaining contracts designate that holidays falling on Saturday will be observed on Friday and holidays falling on Sunday will be observed on Monday. The terms of these contracts have an impact on this contract as far as the days the Ottumwa/Wapello County Landfill and Recycling are closed for holidays.

5.4. Holiday collection

Holidays falling on Monday - - collection day on Tuesday
Holidays falling on Wednesday - - collection day Thursday
Holidays falling on Friday - - collection day Thursday

If yard waste or bulky items are collected a different day than refuse and recyclables then the City and the Contractor will mutually agree as to the holiday collection schedule.

It shall be the Contractor's responsibility to give reasonable advance notice to customers of any changes in the collection schedule as a result of a holiday. Such changes shall be published in the Ottumwa Courier and placed on the City's website.

5.5. Office and supervision. The Contractor shall accept customer calls and emails from 8:00 am to 4:30 pm Monday through Friday. The Contractor further agrees to provide recording equipment and/or answering service for after hour calls. Recording equipment shall not be used from 8:00 am to 4:30 pm Monday through Friday. The Contractor may staff an office or have the phone answered by an employee working from home, but there should always be a person available to answer the phone during regular business hours. The Contractor shall maintain a paper or electronic log of customer calls and or emails, detailing date and time called, nature of call

and date and time of resolution of customer's issue, if there is an issue such as missed collection for example, and provide the log to the City monthly.

- 5.6. Complaints. All Complaints shall be made directly to the Contractor and given prompt and courteous attention. In the case of alleged missed collections, the Contractor shall then arrange for the prompt collection of the noncommercial refuse, recyclables, yard waste or bulky items immediately if possible, or at least within 24 hours of verification of the complaint. The Contractor shall have a method of communicating between the local office and the collection vehicles, either by radio or cellular telephone. Customers whose complaints aren't satisfied by the Contractor may contact the Director of Health, Inspections, Planning & Development & Solid Waste.
The Contractor shall answer all complaints courteously and promptly.

Articles VI. Operations Procedure

- 6.1 The Contractor's employees shall handle all cans, carts, containers and receptacles with reasonable care to avoid damage and shall exert all reasonable precautions to prevent spilling or scattering of noncommercial refuse, recyclables, yard waste and bulky items. Once collected, containers shall be returned to the original upright position that is not blocking driveways and shall immediately clean up and dispose of any contents thereof, which may be spilled regardless of whether the spill occurred on public or private property.
- 6.2. The Contractor shall be liable for the replacement of cans, carts, containers or receptacles damaged by reason of misuse or mishandling by the Contractor or when carts are stolen. The Contractor shall not be liable for damage caused by weather or residents' misuse of the container. The Contractor understands that containers do not last forever and will need to be replaced by the Contractor at some point at no charge to the Customer. Contractor is expected to keep an adequate inventory of replacement containers as necessary. All claims for damage by reason of misuse or mishandling shall be presented to the Contractor in writing. The City Administrator or his/her designee is empowered to decide disputes between the Contractor and the customer on all such claims exercising reasonable discretion and their decision is final.
- 6.3. The Contractor shall provide an adequate number and type of vehicles to conduct collection services as set forth herein. Vehicles shall meet all State, County and City codes and requirements, empty and full, with regard to weight and capacity limits. All vehicles and other equipment shall be kept in good repair and appearance and in a clean and sanitary condition at all times. Collection vehicles shall be repaired as needed and

repainted every 3 years as stated in the RFP to maintain a good outward appearance.

- 6.4. The City or its authorized agent may inspect the work performed for compliance with the contract. The Contractor shall furnish all reasonable assistance required by the City or its representative for the proper inspection of the Contractor's premises, facilities, equipment or work.
- 6.5. All dealings, contracts, complaints, etc. between the Contractor and the City shall be handled through the Director of Health, Inspections, Planning & Development & Solid Waste or his/her designee.
- 6.6. If this Contract requires a transition from a former Contractor and type of service to something new, the Contractor will make every effort to inform customers of any new service requirements, collection day changes, equipment changes or other issues that may affect customer service. The City will work with the Contractor to make the transition as smooth as possible.
- 6.7. The City will survey customers every two years as to their satisfaction with the Contractor's services and notify the Contractor of the results. Customer's satisfaction will be one criteria used to determine whether the City wishes to provide an extension to the initial ten year contract.

Articles VII. Compliance with Laws

- 7.1. In performing any actions or services under this contract, the Contractor shall comply with any and all federal and state statutes, rules, regulations and any and all city ordinances and regulations pertaining to or regulating the provision of such services or actions, including those now in effect or hereafter adopted. The Contractor shall require collection employees to wear reflective clothing, such as safety vests, and to obey the traffic rules when operating vehicles and equipment.
- 7.2. Failure by the Contractor to pick up debris, rubbish and spillage resulting from the process of collecting noncommercial solid waste, the City may issue the contractor a civil "notice of violation." The penalty for a civil "notice of violation" under this section shall be the same as set by resolution pursuant to Section 1-17 of the Ottumwa City Code of Ordinances and shall not include court costs or surcharge.

Each penalty for a civil "notice of violation" issued under this section shall be paid at the City Clerk's office. If such penalty is not paid within 30 days of the issuance, or if the Contractor denies committing such violation, the issuing officer shall cancel the civil "notice of violation" and issue a

municipal infraction to be processed through the court system in the same manner as if the violator had been originally issued a municipal infraction for the violation.

- 7.3 The City and Contractor agree to conform to all applicable statutes, ordinances, rules or regulations. Any material breach by the City or Contractor shall permit the non-breaching party to serve notice of termination of this contract upon the breaching party providing 21 days to cure any non-compliance with any statute, ordinance, rule or regulation. In the event during said 21-day period a violation by either party is not cured, then the non-breaching party shall have the right under this agreement to terminate the same. The City agrees not to specifically place upon the Contractor additional economic burdens under this agreement or to impose regulations, which affect a higher standard of performance than in this contract without mutual written agreement between the two parties.
- 7.4. Amendments to existing regulatory laws, ordinances, regulations and enactment of new laws, ordinances and regulations shall not serve as justification for the Contractor to terminate his obligations hereunder, unless such changes make the completion of this contract impossible.

Article VIII. Insurance

- 8.1. Specific requirements. Prior to the commencement of this contract, certificates of all insurance required hereunder, signed by an authorized representative of the Contractor's insurance carrier, shall be submitted to the City Administrator or his/her designee, for review and approval. Said insurance shall name the City of Ottumwa as an additional insured. Contractor shall hold the City harmless for any damage hereunder attributable to the Contractor or its agents or employees. The Contractor further agrees to remain fully insured during the course of this contract.
- 8.2. Insurance required.
1. Public liability - \$2,000,000.00 Combined Single Limit
 2. Motor vehicle liability - \$2,000,000.00 Combined Single Limit
- 8.3. Performance bond. The Contractor agrees to provide a performance bond for the term of the contract, ten (10) years, which will be an annually renewed bond. The City agrees to accept the bond by the surety on a one-year term and that surety has the option to renew the bond annually. The performance bond required shall be \$1,000,000.00 for collection of noncommercial refuse, recyclables, bulky items and yard waste and per the Request for Proposal (RFP) dated June 17, 2020.

- 8.4. The Contractor agrees to provide Workman's Compensation Insurance for the term of this contract, as provided by law.
- 8.5. Disclaimer of adequacy. Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor hereunder, and it is expressly understood that the City does not in any way represent that the above specified insurance or limits of liability are sufficient or adequate to protect the Contractor interest or liabilities.
- 8.6. Notice of insurance cancellation or non-renewal. The Contractor shall at all times during the Contract maintain in full force and effect, the insurance coverage enumerated above. The certificates of insurance shall contain the following express obligations. "This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change on a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder."

Article IX. Licenses and Permits

- 9.1. The Contractor shall obtain all required licenses and permits to perform the contract.

Article X. Transferability of Contract

- 10.1. Other than by operation of law, no assignment of the contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the City. In the event of an assignment, the Contractor shall act as a guarantor of the assignee's satisfactory performance of all contractual obligations.

Article XI. Exclusive Contract

- 11.1 The Contractor shall have the sole and exclusive license and privilege to provide collection service as provided in this Agreement.

Article XII. Default and Termination

- 12.1 Events of Contractor default under this Agreement are:
- a. Abandonment of the work under this Contract by the Contractor
 - b. Assignment by the Contractor of this Agreement without the written consent of the City
 - c. The Contractor is adjudged bankrupt
 - d. The Contractor makes general assignment for the benefit of

- creditors
- e. A Receiver is appointed for the Contractor by Court of Competent Jurisdiction

The Contractor has failed to perform under this Contract or has failed to provide satisfactory services in accordance with the terms of this Contract and that such failure of performance or satisfactory performance, has not been remedied after the City has provided to the Contractor, a 21-Day Notice in writing setting forth the Contractor's failures, and the same have remained remedied. This would amount to a material breach of the contract.

- 12.2. Upon the occurrence of any of the foregoing, if any defaults occur, the City may serve a 5-Day Notice of Termination upon the Contractor and its surety hereunder and unless such default is corrected within said 5-day period, this Agreement shall be declared in absolute default and the contractor's surety shall become liable unto the City for all of City costs and performance hereunder.

Article XIII. Method of Payment

- 13.1. City to be collector. The City shall be responsible for billing and collection of collection fees. The sale of bag tags will be the sole responsibility of the City and a portion, \$.90 of the \$1.00 cost, of these fees shall be paid to the Contractor. The Contractor shall pay all disposal fees for noncommercial refuse and bulky items collected from designated customers within the assigned territory and disposed of at the Ottumwa/Wapello County Landfill. There are currently no disposal fees for yard waste and recyclables. The contract shall be subject to adjustment if the price of fuel increases or decreases more than 5% of the July 4, 2021 price per gallon. In the event the Ottumwa/Wapello County Landfill fees increase, or if other disposal fees are implemented by the Ottumwa/Wapello County Solid Waste Commission, it is understood that this increase or new fees may be passed through to the City.
- 13.2. The City will pay the Contractor the rate bid by the Contractor and approved by the City Council per the Bid Form signed by the Contractor and dated _____ for the collection of refuse, recycling, bulky items and yard waste of city customers.

<u>Year</u>	<u>Rate</u>
2021-2022	Per household per month
2022-2023	Per household per month
2023-2024	Per household per month
2024-2025	Per household per month
2025-2026	Per household per month
2026-2027	Per household per month
2027-2028	Per household per month
2028-2029	Per household per month
2029-2030	Per household per month
2030-2031	Per household per month

The Contractor shall be entitled to payment for services rendered regardless of whether or not the City collects from the customer for such services. However, the Contractor shall not be entitled to receive payment for any customer that has been overbilled by the City (example: 2-unit apartment building that was billed for collection as though it were a 3-unit building.)

Article XIV. Conflict of Interest

14.1. Contractor agrees that no member, officer or employee of the City shall have any direct or indirect interest in this contract or the proceeds thereof. Violations of this provision shall cause this contract to be null and void, and Contractor will forfeit any payments to be made under this contract.

Article XV. Force Majeure

15.1. Neither the Contractor nor the City shall be liable for failure to perform their duties if such failure is caused by a catastrophe, riot, war, fire, act of God, power failure, flood, disaster or other similar contingency beyond the reasonable control of the City or the Contractor.

Article XVI. Governing Law

16.1 The laws of the State of Iowa shall be used to interpret this contract.

Article XVII. Entire Agreement

17.1. The following additional documents are incorporated into and constitute the entire agreement between the parties.

1. City of Ottumwa, Iowa, Request for Proposal for Curbside Collection of Noncommercial Refuse, Recyclables, Bulky Items and Yard Waste attached hereto as "Exhibit A."

2. The Contractor's response to the Request of Proposal attached hereto as "Exhibit B."
3. The Contractor's Performance Bond attached hereto as "Exhibit C."
4. The Resolution of the City Council approving this contract attached hereto as "Exhibit D."

While this contract instrument and the foregoing exhibits constitute the entire agreement between the parties, this contract instrument supersedes all other documents, proposals or representations between the parties, whether written or oral, and this contract instrument shall govern in the event of a conflict or inconsistency between various documents.

17.2. No amendment shall be construed to release either party from any obligations of the contract, except as specifically provided for by written amendments.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals at Ottumwa, Iowa, as of this — day of _____ 2021.

CITY OF OTTUMWA, IOWA A MUNICIPAL
CORPORATION OF WAPELLO COUNTY,
IOWA

By: _____
Tom X. Lazio, Mayor

By: _____
Christina Reinhard, City Clerk

Seal of the City of Ottumwa, Iowa

By: _____

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Jan	510.66	530.57	544.43	566.84	549.89	534.76	583.81	621.1	603.49	644.76
Feb	461.96	524.23	480.05	453	462.32	557.77	518.96	502.6	542.09	555.44
Mar	580.44	590.79	543.04	562.85	572.96	608	614.14	595.87	668.91	632.71
Apr	603.18	644.37	642.59	651.17	667.45	652.05	642.32	620.25	747.19	767.23
May	619.38	645.16	723.64	681.64	675.62	701.16	736.14	748	827.14	809.02
Jun	637.12	620.63	618.49	654.95	675.18	672.27	668.14	710.01	707.44	
Jul	507.05	615.99	692.69	687.1	760.16	689.07	651.82	736.88	812.9	
Aug	658.58	670.41	638.11	669.6	704.05	760.33	678.55	763.96	745.19	
Sept	592.38	560.41	602.93	677.59	657.53	683	647.92	669.99	723.63	
Oct	587.33	637.98	611.42	666.94	617.15	630.64	662.53	725.25	716.91	
Nov	609.32	615.08	591.96	542.06	643.79	642.02	677.46	645.29	643.8	
Dec	555.7	526.13	565.69	632.93	653.49	595.65	590.36	616.63	620.3	
Total	6923.1	7181.75	7255.04	7446.67	7639.59	7726.72	7672.15	7955.83	8358.99	

Landfill Tonnage

The above tonnages reflect Bridge City's County customers as well as the City residential customers.

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Jan	78.93	83.97	88.15	82.35	83.08	78.37	78.15	73.86	64	69.51
Feb	79.87	79.62	69.12	70.64	67.74	74.46	66.81	60.8	60.17	56.29
Mar	90.49	89.51	88.38	82.1	81.81	78.96	74	68.59	67.1	66.29
Apr	93.18	87.72	92.74	88.19	84.69	78.72	71.99	63.65	69.22	67.35
May	97.45	93.23	98.34	90.46	88.59	81.8	80.64	74.18	76.13	72.37
Jun	94.1	85.96	80.45	88.41	85.79	81.43	75.36	71.02	63.06	
Jul	87.61	76.38	88.82	83.83	89.85	79.27	68.92	67.85	73.33	
Aug	92.68	94.3	84.73	84.98	80.17	86.33	74.35	74.13	64.94	
Sept	85.41	79.69	81.18	85.19	81.5	77.68	72.75	62.97	64.79	
Oct	88.7	91.76	82.48	89.16	79.59	75.52	71.02	73.2	64.3	
Nov	90.08	95.02	85	73.12	81.74	79.29	69.17	68.61	60.52	
Dec	100.22	89.05	92.06	106.15	105.92	84.41	71.08	75.53	70.23	
Total	1078.72	1046.21	1031.45	1024.58	1010.47	956.24	874.24	834.39	797.79	

Recycling Tonnage

Yard Waste Tonnage 2011 - 2019

1,542.29 tons of yard waste or 19 tons of material per month for 9 months of collection each year.



National Weather Service Heat Index Chart



Temperature (°F)

Relative Humidity (%)	80	82	84	86	88	88	90	92	94	96	98	100	102	104	106	108	110
40	80	81	83	85	88	91	94	97	101	105	109	114	119	124	130	136	136
45	80	82	84	87	89	93	96	100	104	109	114	119	124	130	137	137	137
50	81	83	85	88	91	95	99	103	108	113	118	124	131	137	137	137	137
55	81	84	86	89	93	97	101	106	112	117	124	130	137	137	137	137	137
60	82	84	88	91	95	100	105	110	116	123	129	137	137	137	137	137	137
65	82	85	89	93	98	103	108	114	121	128	136	136	136	136	136	136	136
70	83	86	90	95	100	105	112	119	126	134	134	134	134	134	134	134	134
75	84	88	92	97	103	109	116	124	132	132	132	132	132	132	132	132	132
80	84	89	94	100	106	113	121	129	129	129	129	129	129	129	129	129	129
85	85	90	96	102	110	117	126	135	135	135	135	135	135	135	135	135	135
90	86	91	98	105	113	122	131	131	131	131	131	131	131	131	131	131	131
95	86	93	100	108	117	127	127	127	127	127	127	127	127	127	127	127	127
100	87	95	103	112	121	132	132	132	132	132	132	132	132	132	132	132	132

Likelihood of Heat Disorders with Prolonged Exposure and/or Strenuous Activity

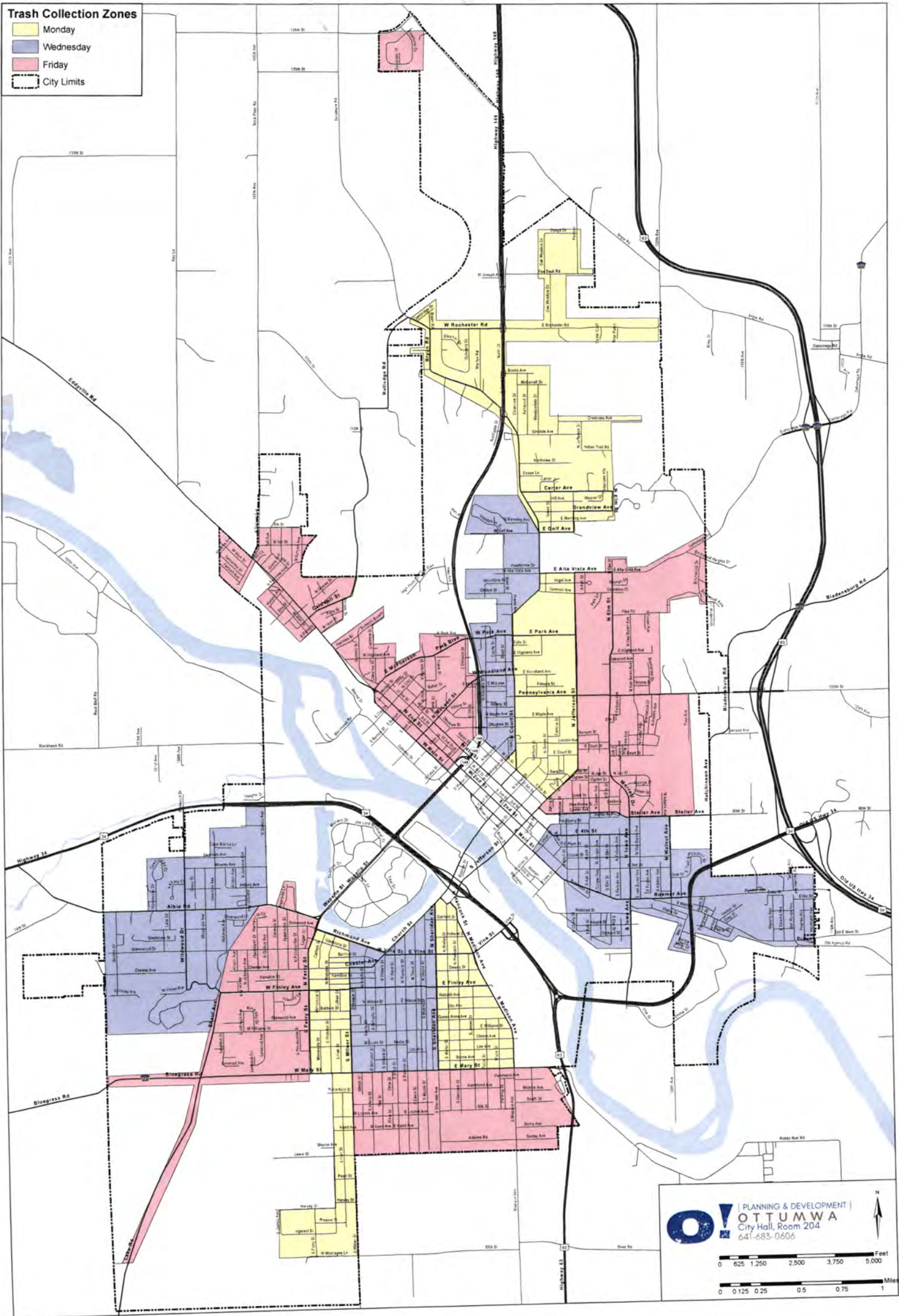
Caution
 Extreme Caution
 Danger
 Extreme Danger


2020 Trash and Recycling Contractors List


Name	Address	City	State	Zip	email address	phone number
Waste Management attention: David Schaab	3552 E Washington	East Peoria	IL	61611	dschaab@wm.com	309-208-2221
Bridge City Construction attention: Jason Blunt	639 Mill St	Ottumwa	IA	52501	jason@bridgecityconstruction.com	641-684-0375
Wemiga Waste attention: Lynn Whaley	1005 W Washington	Mt. Pleasant	IA	52641	wemiga@wemigawaste.com	319-986-6919
Midwest Sanitation & Recycling attention: Bryan Vander Meiden	815 W 10th St., P.O. Box 371	Pella	IA	50219	Bryan@midwestsanitation.com	641-628-2610
ABC Disposal Systems, Inc.	P.O. Box 86	Hiawatha	IA	52233	billing@abcdisposalsys.com	319-395-0904
TRM Disposal	901 S. Jefferson Way	Indianola	IA	50125		515-962-2014
Pratt Sanitation	P.O. Box 491	Nevada	IA	50201	comments@prattsanitation.com	515-382-4951
Sparta Waste Services	10623 Justin Drive	Urbandale	IA	50322	tony@spartadisposal.com	515-348-6095

City of Ottumwa, Iowa

Trash Collection Zones




PLANNING & DEVELOPMENT | OTTUMWA
 City Hall, Room 204
 641-683-0606



 0 625 1250 2500 3750 5000 Feet
 0 0.125 0.25 0.5 0.75 1 Mile

City of Ottumwa
Staff Summary

FILED

2020 JUN 11 AM 7:52

CITY OF
OTTUMWA

Council Meeting of: June 16, 2020

Item No. 141-2020

Kala Mulder

Prepared By



Department Head

Finance Department

Department



City Administrator

Agenda Title: Resolution 141 -2020 Approving an Advance of Funds from the Road Use Tax Fund to the Sidewalk Program Fund 307.

.....
Purpose: To approve the transfer of funds from Road Use Tax to Sidewalk Program Fund.

Recommendation: Pass and Adopt Resolution 141-2020.

Discussion: We currently have approximately \$80,000 of required annual expenses in our Sidewalk Program Fund. These expenses are allowable using RUT funds with Council's approval. The funds will be repaid using CIP funds in FY21.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

- Resolution Approving an Advance of Funds from the Road Use Tax Fund to the Sidewalk Program Fund 307

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

June 16, 2020

The City Council of Ottumwa, Iowa, met in regular session, via electronic means, an in-person meeting being impossible or impractical due to the COVID-19 pandemic, at 5:30 o'clock P.M., on the above date. There were present Mayor Lazio, in the chair, and the following named Council Members:

Berg, Dalbey, Roe, Stevens, Meyers

Absent: None

Council Member Meyers introduced the following Resolution entitled "RESOLUTION APPROVING AN ADVANCE OF FUNDS FROM THE ROAD USE TAX FUND TO THE SIDEWALK PROGRAM FUND 307" and moved its adoption. Council Member Roe seconded the motion to adopt. The roll was called and the vote was,

AYES: Berg, Dalbey, Roe, Stevens, Meyers

NAYS: None

RESOLUTION NO. 141-2020

RESOLUTION APPROVING AN ADVANCE OF FUNDS FROM THE
ROAD USE TAX FUND TO THE SIDEWALK PROGRAM FUND 307

WHEREAS, the City of Ottumwa, Iowa is undertaking a sidewalk improvement project within the City (the "Project"); and

WHEREAS, funds may be transferred from one budgeted fund to another budgeted fund so long as the transfer of moneys between funds is approved by resolution of the City Council; and

WHEREAS, the City intends that a portion of the Project costs be advanced from the Road Use Tax Fund into the Sidewalk Program Fund 307 and repaid from the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future; and


WHEREAS, the amount of funds to be advanced from the Road Use Tax Fund for the Project and repaid from future bond proceeds shall not exceed the aggregate amount of \$80,000.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Ottumwa, Iowa, as follows:

Section 1. The Council approves and directs not to exceed \$80,000 be advanced from time to time from the Road Use Tax Fund in order to pay costs of the Project. The advance shall be treated as an internal loan (the "Loan") and shall be repaid to the Road Use Tax Fund, at a rate of 0%, from the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future, to the extent available.

Section 2. The City Clerk, and other City officials having responsibility for the books and records of the City, shall take such actions as are necessary to comply with this Resolution and to enable the advance and transfer of funds for the Project.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, this 16th day of June, 2020.



Mayor

ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

I, the undersigned City Clerk of the City of Ottumwa, Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 17th day of June, 2020.

Christina Reinhard
City Clerk, City of Ottumwa, Iowa

(SEAL)

01731675-1\10981-000

FILED

City of Ottumwa
Staff Summary

2020 JUN 11 AM 7:52
CITY OF
OTTUMWA, I

Council Meeting of: June 16, 2020

Item No. 14²-2020

Kala Mulder

Prepared By

Department Head

Finance Department

Department

City Administrator

Agenda Title: Resolution 14²-2020 Declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified Projects.

.....
Purpose: To issue debt to reimburse the City for original expenditures related to the Sidewalk Program Fund.

Recommendation: Pass and Adopt Resolution 14²-2020.

Discussion: We currently have approximately \$80,000 of required annual expenses in our Sidewalk Program Fund. These expenses are allowable using RUT funds with Council's approval. The funds will be repaid using CIP funds in FY21.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

- Resolution declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified Projects.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

June 16, 2020

The City Council of Ottumwa, Iowa, met in regular session, via electronic means, an in-person meeting being impossible or impractical due to the COVID-19 pandemic, at 5:30 o'clock p.M., on the above date. There were present Mayor Lazio, in the chair, and the following named Council Members:

Berg, Dalbey, Roe, Stevens, Meyers

Absent: None

* * * * *

Council Member Roe introduced the following Resolution entitled "RESOLUTION DECLARING AN OFFICIAL INTENT UNDER TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO REIMBURSE THE CITY FOR CERTAIN ORIGINAL EXPENDITURES PAID IN CONNECTION WITH SPECIFIED PROJECTS" and moved that it be adopted. Council Member Dalbey seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: Berg, Dalbey, Roe, Stevens, Meyers

NAYS: None

Whereupon, the Mayor declared the Resolution duly adopted as follows:

Resolution No. 142-2020
RESOLUTION DECLARING AN OFFICIAL INTENT UNDER
TREASURY REGULATION 1.150-2 TO ISSUE DEBT TO
REIMBURSE THE CITY FOR CERTAIN ORIGINAL
EXPENDITURES PAID IN CONNECTION WITH SPECIFIED
PROJECTS

WHEREAS, the City anticipates making cash expenditures for one or more capital improvement projects, generally described below (each of which shall hereinafter be referred to as a "Project"); and

WHEREAS, the City reasonably expects to issue debt to reimburse the costs of a Project;
and

WHEREAS, the Council believes it is consistent with the City's budgetary and financial circumstances to issue this declaration of official intent.

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

Section 1. That this Resolution be and does hereby serve as a declaration of official intent under Treasury Regulation 1.150-2.

Section 2. That it is reasonably expected that capital expenditures will be made in respect of the following Project(s), from time to time and in such amounts as this Council determines to be necessary or desirable under the circumstances then and there existing.

Section 3. That the City reasonably expects to reimburse all or a portion of the following expenditures with the proceeds of bonds, notes or other indebtedness to be issued or incurred by the City in the future.

Section 4. That the total estimated costs of the Project(s), the maximum principal amount of the bonds, notes or other indebtedness to be issued for the foregoing Project(s) and the estimated dates of completion of the Project(s) are reasonably expected to be as follows:

<u>Project</u>	<u>Fund from which original expenditures are to be Advanced</u>	<u>Total Estimated Cost</u>	<u>Amount of Borrowing Anticipated</u>	<u>Estimated Date of Completion</u>
Sidewalk Project	Sidewalk Program Fund 307	\$80,000.00	\$80,000.00	6/30/2020

Section 5. That the City reasonably expects to reimburse the above-mentioned Project costs not later than the later of eighteen months after the capital expenditures are paid or eighteen months after the property is placed in service, but in no event more than three (3) years after the original expenditure is paid.



Section 6. That this Resolution be maintained by the City Clerk in an Official Intent File maintained in the office of the Clerk and available at all times for public inspection, subject to such revisions as may be necessary.

PASSED AND APPROVED this 16th day of June 2020.



 Mayor

ATTEST:

 City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 17th day of June, 2020.

Christie Reuland
City Clerk, City of Ottumwa, State of Iowa

(SEAL)

FILED

2020 JUN 11 PM 3:00

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA

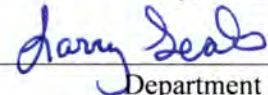
Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 16, 2020

Alicia Bankson

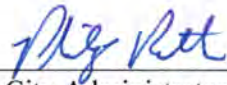
Prepared By



Department Head

Engineering Department

Department



City Administrator Approval

AGENDA TITLE: Resolution #148-2020. Approving Change Order #1 and accepting the work as final and complete for the 2019 Sidewalk Drop Program.

**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 #148-2020.

DISCUSSION: This is the 8th contract and consisted of the installation of sidewalk drops and detectable warnings at various locations throughout the City of Ottumwa. The completion of these sidewalk drops and detectable warnings will be a step towards compliance with the ADA Transition Plan.

Change Order #1 consisted of a decrease of \$3,098.27 in adjusted as-built quantities and liquidated damages.

Original Contract Amount	\$	131,675.00
Change Order #1	\$	(3,098.27)
New Contract Sum	\$	128,576.73
Amount paid to date	\$	109,245.94
Final Payment	\$	19,330.79

DC Concrete and Construction of Douds, Iowa has completed the above referenced work according to the plans and specifications. This will authorize payment and release all retainage.

FY 2019 CIP: \$ 120,000.00

- 2012 – Contract 1 - \$40,898.99 McClure & Company Concrete (final cost)
- 2013 – Contract 2 - \$116,822.29 DeLong Construction (final cost)
- 2014 – Contract 3 - \$48,355.29 DC Construction (final cost)
- 2015 – Contract 4 - \$119,e.20 DC Construction (final cost)
- 2016 – Contract 5 - \$96,842.22 M4i Concrete of Sigourney, Iowa (final cost)
- 2017 – Contract 6 - \$100,808.78 DC Concrete & Construction (final cost)
- 2018 – Contract 7 - \$108,836.28 TK Concrete, Inc. (final cost)
- 2019 – Contract 8 - \$128,576.73 DC Concrete & Construction (final cost)

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #148-2020

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE 2019 SIDEWALK DROP PROGRAM.

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on May 21, 2019 with DC Concrete and Construction of Douds, Iowa for the above referenced project; and

WHEREAS, Change Order #1 decreased the contract amount by \$3,098.27, resulting in a new contract sum of \$128,576.73; and

WHEREAS, All work has been finished and the project is now completed in accordance with the plans and specifications



NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: : The above mentioned change order for this project is hereby approved. The 2019 Sidewalk Drop Program is hereby accepted as complete and authorization to make final payment to DC Concrete and Construction of Douds, Iowa in the amount of \$19,330.79 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16th day of June, 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: Sidewalk Drop & Detectable Warning Installation Progar To Contractor: DC Concrete & Const.

Change Order Number: 1

The Contract is changed as follows:

Adjustment of Qty's-See Tab Sheet
Rock Backfill for Elevation Adjustments (Steep Hills)
Unknown Structure removal & pipe repair

DATE
-\$5,057.27
\$1,259.00
\$700.00
\$0.00
\$0.00
\$0.00
\$0.00

Total: (\$3,098.27)

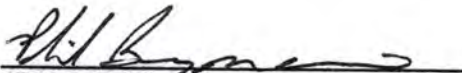
Base bid amount \$131,675.00

NEW PROJECT TOTAL \$128,576.73

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$131,675.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$131,675.00</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$3,098.27)</u>
The new Contract Sum including this change order	<u>\$128,576.73</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

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


ENGINEER/
DIRECTOR OF PUBLIC WORKS

06-01-2020
DATE

DC Concrete & Const.
CONTRACTOR

5/29/2020
DATE


BY

Cs - Owner
TITLE

SECTION 630
PAY ESTIMATE

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Sidewalk Drop & Detectable Warning Install PAY REQUEST NO. 2
Final

FROM CONTRACTOR: DC Concrete & Const.

PAY PERIOD: DATE

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$131,675.00
2. Net change by Change Orders	(\$3,098.27)
3. Contract Sum to Date (Line 1± Line 2)	\$128,576.73
4. Total Completed and Stored to Date	\$128,576.73
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$128,576.73
7. Less Previous Payments	\$109,245.94
8. Current Payment Due	\$19,330.79

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

CONTRACTOR: DC Concrete & Construction, LLC DATE: 5/29/2020
BY: Budget Coffman TITLE: Cv - Owner

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$19,330.79

DATE: 06-01-2020

Phil Summers
ENGINEER/DIRECTOR OF PUBLIC WORKS

FILED

2020 JUN 11 AM 11:46

CITY OF OTTUMWA, IA

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 16, 2020

Philip Rath

Prepared By

Department

Department Head

City Administrator Approval

AGENDA TITLE: Transfer of assets from City of Ottumwa to Ten-Fifteen Regional Transit Agency

Public hearing required if this box is checked.

RECOMMENDATION: Transfer the vehicles and \$407,000 from the Transit Fund to Ten-Fifteen Regional Transit Agency for the continuity and operation of the fixed route bus service within the City of Ottumwa.

DISCUSSION: On April 21, 2020 the City Council approved the transfer of the fixed route bus service to Ten-Fifteen to begin on July 1, 2020. This agreement called for the transfer of the vehicle assets and a minimum of \$407,000 to provide operating capital and ensure a smoother transition between the entities.

Iowa Department of Transportation informed the City of the requirement to complete a "Rolling Stock Status Report" which includes the vehicle information. This report is used in the transfer of vehicle assets when federal dollars were used in the original purchase of the asset.

Source of Funds: Transit Fund

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 149-2020

**RESOLUTION TRANSFERRING VEHICLE AND CASH ASSETS
TO TEN-FIFTEEN REGIONAL TRANSIT AGENCY**

WHEREAS, on April 21, 2020 the City of Ottumwa, Iowa passed and adopted Resolution 69-2020 a resolution to transfer transit services to Ten-Fifteen Regional Transit Agency; and

WHEREAS, Appendix E of FTA C 5010.1E of the U.S. Department of Transportation – Federal Transit Administration requires notification and approval for the transfer of assets between transportation entities; and

WHEREAS, the Agreement for Transfer of Services, Equipment & Facilities Between Ten-Fifteen Regional Transit Agency and the City of Ottumwa, Iowa adopted as part of Resolution 69-2020 identified the transfer of vehicles and minimum cash total of \$407,000 from the City of Ottumwa to Ten-Fifteen Regional Transit Agency.

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

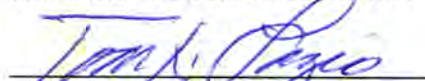
That the City of Ottumwa transfer fleet vehicles as identified in the Rolling Stock Status Report a copy of which is attached hereto and made a part hereof by reference to Ten-Fifteen Regional Transit Agency as of July 1, 2020.

That the City of Ottumwa transfer \$407,000 from the Transit Fund to Ten-Fifteen Regional Transit Agency as of July 1, 2020 for the continuity and operation of the fixed route bus service within the City of Ottumwa.


That the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 16th day of June, 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

Rolling Stock Status Report

Ottumwa Transit Authority

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Vehicle #	Vehicle Year	Make/Model or Vehicle Description	Date in Service	Out of Service	Fed Useful Life (Yr)	Actual Service (Yr)	Remaining yrs	Remaining % based on yrs	Actual Mileage	Minimum Useful Life Mileage	Remainin g % based on miles	Total Federal Share	Remaining Fed Share based on yrs	Remaining Fed Share based on miles
51	2010	Dodge Caravan #1110	12/22/2009		4	10	0	0%	141,641	100,000	0%	\$ 18,624	\$ -	\$ -
52	2010	Chevy Passport #410	12/22/2009		10	10	0	0%	223,269	200,000	0%	\$ 163,000	\$ -	\$ -
53	2010	Chevy Passport #610	12/22/2009		10	10	0	0%	230,969	200,000	0%	\$ 163,000	\$ -	\$ -
54	2010	Chevy Passport #710	12/22/2009		10	10	0	0%	230,276	200,000	0%	\$ 163,000	\$ -	\$ -
55	2010	Chevy Passport #810	12/22/2009		10	10	0	0%	240,574	200,000	0%	\$ 163,000	\$ -	\$ -
56	2010	Chevy Passport #910	12/22/2009		10	10	0	0%	251,278	200,000	0%	\$ 163,000	\$ -	\$ -
94	2010	Chevy Passport #110	12/22/2009		10	10	0	0%	293,405	200,000	0%	\$ 163,000	\$ -	\$ -
95	2010	Chevy Passport #210	12/22/2009		10	10	0	0%	223,643	200,000	0%	\$ 163,000	\$ -	\$ -
100	2010	Chevy Passport #310	12/22/2009		10	10	0	0%	235,921	200,000	0%	\$ 163,000	\$ -	\$ -
101	2012	Misc. Conversion Van #112	5/16/2012		4	8	0	0%	105,291	100,000	0%	\$ -	\$ -	\$ -
119	2019	Dodge Maintenance Truck #119	11/6/2019		10	1	9	90%		100,000	100%	\$ -	\$ -	\$ -
126	2010	Chevy Passport #510	12/22/2009		10	10	0	0%	208,239	200,000	0%	\$ 163,000	\$ -	\$ -
130	2015	Misc. Aerotech Bus #114	11/1/2014		5	5	0	0%	93,267	150,000	38%	\$ 56,894	\$ -	\$ 21,518
140	2017	Dodge Braun Entervan #117	7/3/2017		4	3	1	25%	46,273	10,000	0%	\$ -	\$ -	\$ -
154	2018	Dodge Revability (Caravan? #219)	4/2/2019		4	2	2	50%	23,609	100,000	76%	\$ -	\$ -	\$ -
155	2019	Ford Champion (#319?)	4/23/2019		5	1	4	80%	32,205	150,000	79%	\$ -	\$ -	\$ -
419	2019	Braun Entervan #419	11/14/2019		4	1	3	75%		10,000	100%	\$ 37,551	\$ 28,163	\$ 37,551
519	2019	Ford Champion #519	1/2/2020		5	1	4	80%	10,502	150,000	93%	\$ 104,703	\$ 83,762	\$ 97,372

Item No. I.-1.

City of Ottumwa
Staff Summary

FILED
2020 JUN 11 AM 8:04
CITY CLERK
OTTUMWA, IOWA

Council Meeting of: June 16, 2020

Item No. 3174-2020


Kala Mulder

Prepared By



Department Head

Finance & Public Works
Department



City Administrator

Agenda Title: Ordinance Number 3174-2020, amend Chapter 31, Section 14 of the Municipal Code of the City of Ottumwa, Iowa relative to sewer fees and charges.



Purpose: REPEALING SECTION 31-14 ENTITLED "FEES AND CHARGES, COSTS" IN ITS ENTIRETY AND ENACTING A NEW SECTION 31-14.

Recommendation: Pass the third consideration of the ordinance.
Pass and adopt ordinance number 3174-2020.

Discussion: The new rates will become effective July 1, 2020 and will be used to fund operations of the plant, debt service and capital projects.

ORDINANCE NO. 3174-2020

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA BY REPEALING SECTION 31-14 ENTITLED "FEES AND CHARGES, COSTS" IN ITS ENTIRETY AND ENACTING A NEW SECTION 31-14 IN LIEU THEREOF:

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

Section 1. The Code of Ordinances (Municipal Code) of the City of Ottumwa, Iowa is hereby amended by repealing Section 31-14 in its entirety and enacting the following in lieu thereof:

Section 31-14. Fees and charges, costs.

(a) (1) The user charge system shall generate adequate annual revenues to pay costs of annual operating and maintenance including replacement and costs associated with debt retirement of bonded capital associated with financing the treatment works which the City may by Ordinance designate to be paid by the user charge system. That portion of the total user charge which is designated for operation and maintenance including replacement of the treatment works shall be established by this section.

(2) That portion of the total user charge collected which is designated for operation and maintenance including replacement purposes as established in subsection (b), shall be deposited in a separate non-lapsing fund known as the operation, maintenance, and replacement fund and will be kept in two primary accounts as follows:

a. An account designated for the specific purpose of defraying operation and maintenance costs (excluding replacement) of the treatment works (operation and maintenance account).

b. An account designated for the specific purpose of ensuring replacement needs over the useful life of the treatment works (replacement account). Deposits in the replacement account shall be made at least annually from the operation, maintenance and replacement revenue in the amount of \$500,000.00 annually.

(3) Fiscal year-end balances in the operation and maintenance account and the replacement account shall be carried over to the same accounts in the subsequent fiscal year, and shall be used for no other purposes than those designated for these accounts. Monies which have been transferred from other sources to meet temporary shortages in the operation, maintenance and replacement fund shall be returned to their respective accounts upon appropriate adjustment of the user charge rates for operation, maintenance

and replacement. The user charge rate(s) shall be adjusted such that the transferred monies will be returned to their respective accounts within the fiscal year in which the monies were borrowed.

(b) (1) Each user shall pay for the services provided by the City based on the users portion of the treatment works as determined by water meter(s) acceptable to the City.

(2) For residential, industrial and commercial contributors, user charges shall be based on water used during the current month. If a commercial or industrial contributor has a consumptive use of water, or in some other manner uses water which is not returned to the wastewater collections system, the user charge for the contributor maybe based on a wastewater meter(s) or separate water meter(s) installed and maintained by the contributor's expense, and in a matter acceptable to the city.

(3) Effective July 1, 2020, the base charge per month shall be \$15.65 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$5.15/100 cubic feet (CF).

Effective July 1, 2021, the base charge per month shall be \$16.90 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$5.55/100 cubic feet (CF).

Effective July 1, 2022, the base charge per month shall be \$18.25 per user. In addition, each contributor shall pay a user charge rate for operation, maintenance, debt service and replacement of \$6.00/100 cubic feet (CF).

Effective July 1, 2020, the commodity charge for American Bottling Company will be \$6.45 per 100 cubic feet (CF).

Effective July 1, 2021, the commodity charge for American Bottling Company will be \$6.95 per 100 cubic feet (CF).

Effective July 1, 2022, the commodity charge for American Bottling Company will be \$7.50 per 100 cubic feet (CF).

(4) Effective January 1, 2012 for those contributors who contribute wastewater, the strength of which is greater than normal domestic wastewater, as defined in Chapter 31, Sewers and Sewage Disposal, Section 31-2, general sewer use requirements, 300 mg/l BOD and 300 mg/l TSS, a surcharge in addition to the normal user charge will be collected. The surcharge for operation and maintenance including replacement will be for the following effective dates:

Effective July 1, 2020, \$0.319 per pound BOD and \$0.354 per pound TSS.

Effective July 1, 2021, \$0.345 per pound BOD and \$0.382 per pound TSS

Effective July 1, 2022, \$0.373 per pound BOD and \$0.413 per pound TSS

a. In the event the city's National Pollutant Discharge Elimination System (NPDES) permit for the water pollution control facility is modified to include more stringent standards which result in increased costs the city staff reserves the right to modify and adjust the surcharge for operation and maintenance including replacement to cover the increase in costs. City staff includes the City Administrator, Director of Finance, Public Works Director, Engineering Department, Wastewater Superintendent or others as directed by city council.

(5) Any user who discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge from the City's treatment works, or any user who discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost of operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel and approved by the Public Works Director and the Director of Finance.

(6) The user charge rates established in this article apply to all users within the city limits of the City's treatment works. Each contributor whose property or sources of wastewater lies outside of the city limits shall pay to the city, through its collection agent, the sewer charge, at his office at the time payment for city water is made. If city water is not used, the contributor shall pay the City Clerk monthly for statements received from the Finance Department. The rates for contributors outside the City limits shall be 25 percent higher than the rate contributors within the City pay on commodity charge only. City reserves the right to negotiate through written contract with commercial users to adjust base charge and commodity charge as needed.

(7) Private water supplies. The rates set forth above shall apply in all cases where privately produced water supplies are discharged into the sanitary sewer system. It shall be the duty of every person responsible for the production of such private water supply to report forthwith to the Superintendent of the Wastewater Treatment Plant and to cooperate with the Superintendent to the Wastewater Treatment Plan in the determination of the quantity and character of the waste originating from each such respective private water supply. The Superintendent shall designate, in such special cases, any necessary means of measurements of such private water supply and resulting wastewater flow shall be installed by and at the expense of, the contributor upon written order of the Superintendent of the Wastewater Treatment Plant.

For residential customers with no method to monitor wastewater flow, the Finance Department will bill them for the average residential consumption as provided by Ottumwa Water and Hydro, which at the date of this subparagraph (December 20, 2011) is five units (500 cubic feet) of water. However, if there is any evidence of abuse of this non-metered charge, the Superintendent may reasonably request a wastewater flow meter to be installed. Said meter shall be installed by said residential customer.

(8) Sewer hookup charge. If the property to be connected to a public sewer has not been assessed for any part of the cost of construction of the public sewer, or has been assessed as an unimproved lot, the owner shall pay a special connection charge to the City for the use of the public sewers before the permit is issued. The amount of the fee shall be an equitable portion of the cost of the public sewers in relation to the benefits received by the property, based upon service area or lot dimensions, and shall be determined by the City Engineer or Public Works Director, subject to approval, modification, or revocation by the City Council at its next regular meeting. For lots not specifically assessed, the hookup fee shall be \$500 for non-residential property and \$250 for residential property.

(9) Other fees and charges. Significant industrial users will pay an application fee and an annual renewal fee as set by City resolution. Fees for laboratory tests and waste hauler dumping will also be set by City resolution.

(c) (1) All users shall be billed monthly. All sewer users shall be subject to the same rules of delinquency and suspension of service as provided in the rules of the Board of Water Works Trustees, with reference to water service. In addition to such rules of delinquency and suspension of service, the City shall have a lien upon the property served by such sanitary utility for all delinquent rate or service charges in accordance I.C. A. 384.84. The City Clerk shall certify to the County Treasurer, for taxation purposes and the establishing of such property lien, all delinquent charges, rates or service payments. For the purpose of such certification and for no other purpose, service charges shall be considered delinquent when the same are shown and appear unpaid for a period of six months following their due date on the books carrying rate of service charges.

Where the contributor is an operator of a private water supply, failure to pay service charges shall be subject to similar rules as to delinquency and suspension of service, property lien, certification of delinquency and definition of delinquency as set out in this section.

(2) Cost of collecting, accounting for sewer charges. The actual costs of collection and accounting for all sewer rentals or charges, including reasonable compensation to the collection agent, the maintenance of all books and records, the employment of all help, the cost of all books, records, materials and supplies, the obtaining and maintaining of all office and storage space and all other costs and expenses reasonably necessary in connection therewith or incidental thereto shall be a part of the cost of operating the Wastewater Treatment Works. Such cost shall be paid from the operation and maintenance account to the collection agent upon his certificates certifying to the amount thereof.

(3) Central collection and sampling of concentrated sewage. Any contributor of wastewater sewage shall, upon the request of the Public Works Director, provide a central collection point from his plant or property or a satisfactory opening in the lateral sewer before the wastewater reaches the sewer main where representative samples of wastewater may be taken by the Superintendent or his agent for analysis.

The Superintendent of the Wastewater Treatment Plant, when he deems it necessary shall take representative samples of wastewater for analysis. The average of the samples taken during a billing period shall establish the basis for the surcharge. The Superintendent shall certify to the collection agent the names of contributors whose wastewater service charge is subject to the surcharge and the period to which the surcharge applies.

(4) Collecting of sewer service charges in conjunction with water rentals. Ottumwa Water & Hydro shall bill all contributors for the sums of money that are due the City for sewer service under the terms of this section and shall collect all such charges at the same time, place and in conjunction with the water rentals.

(5) Compensation of Ottumwa Water & Hydro for collecting. For services as collection agent, the Waterworks shall receive reasonable compensation as agreed upon by the Board of the Waterworks Trustees and the City Council. Ottumwa Water and Hydro to provide monthly summary including: total users including residential, commercial, industrial usage, revenue received and accounts uncollected.

(6) Ottumwa Water & Hydro to give bond. For the faithful performance of required duties pertaining to the collection of wastewater funds, the Ottumwa Water & Hydro shall give a fidelity bond sufficiently covering each employee or officer charged with the collection of the sewer rental.

(7) The City will review the user charge system annually and based upon City Staff calculations revise by ordinance user charge rates as necessary to ensure that the system generates adequate revenues to pay the costs of operation and maintenance including replacement and that the system continues to provide for the proportional distribution of operation and maintenance including replacement costs among users and user classes.

a. The City will notify each user at least annually, in conjunction with a regular bill, of the rate being charged for operation and maintenance including replacement of the treatment works.

b. The user charge system shall take precedence over any terms or condition of agreements which are inconsistent with the requirements of Paragraph 587 IAC 92.10(2) "b" and 40 CFR 35.2140 dated February 17, 1984.

Section 2. All Ordinances or parts of Ordinances or provisions in the Code of Ordinances (Municipal Code) of the City of Ottumwa, Iowa in conflict herewith are repealed.

Section 3. This Ordinance shall be effective July 1, 2020 upon their passage, adoption, and approved by the City Council and publication as required by law.

