

TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 31  
Council Chambers, City Hall

October 20, 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 November 15, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on November 15, 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 Dalbey, Roe, Stevens, Meyers, Berg and Mayor Lazio.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 30 on October 6, 2020 as presented.
2. Acknowledge August financial statement and payment of bills as submitted by the Finance Department.
3. Canvasser/Solicitor application for John Lee Boyer to perform as a street musician playing familiar acoustic music on the sidewalk in the downtown (Main Street) area from October 15, 2020 to October 15, 2021, weather permitting.
4. Mayor's re-appointment of Gordon Aistrop and Edward Lewis to the Ottumwa Housing Authority, terms to expire 11/11/2022 and Mike Sammons to the Ottumwa Housing Authority, term to expire 11/22/2022.
5. Renewal of the Lease with Pitney Bowes for a term of 60 months in a total amount of \$17,480.40.
6. Approve the purchase of one (1) L-Tron OSCR360 High Resolution Camera Image Capture Kit and one (1) L-Tron OSCR360 Desktop Presentation Package for \$18,348.90 for the Ottumwa Police Department.
7. Award the Towing Contract for the Ottumwa Police Department to Deran's Towing and authorize the Purchasing Agent to sign the contract.
8. Beer and/or liquor applications for: Richmond & Ferry BP, 720 Richmond Ave; Benchwarmers Eatery & Sports Lounge, 2209 Roemer, with outdoor service area; Fine Liquor & Tobacco, 819B Albia Rd.; Kariden Wine Company, 620 Church Street; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Tim Ash, Babe Ruth President, funding request for facilities improvements and marketing efforts for the 2021 Babe Ruth World Series.
2. Special Work Session scheduled October 27 for discussion on capital funding projects.
3. Trick or Treat night on October 31, 2020 from 6:00-7:30 P.M.
4. Fred Zesiger – SSMID Update
5. Update regarding request to revisit Ottumwa Human Rights Commission.

***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. Request to reject proposals received for RFP for curbside collection of noncommercial solid waste, recyclables, bulky items and yard waste within the City of Ottumwa, Iowa.

RECOMMENDATION: Reject all proposals received for RFP for curbside collection of noncommercial solid waste, recyclables, bulky items and yard waste within the City of Ottumwa, Iowa.

2. Wapello County Board of Supervisors request for partnership funds for Test Iowa Site in Ottumwa.

RECOMMENDATION: Enter into a 28E Agreement with Wapello County to apply for FEMA funding to provide financial support for the Test Iowa Site in Ottumwa, Iowa.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the vacate and disposition of City owned real property known as Parcel A, a portion of Wildwood Park, located on West Finley Ave (216 Wildwood).

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 200-2020, approving the disposition of City owned real property known as Parcel A, a portion of Wildwood Park, located on West Finley Ave (216 Wildwood) to Dennis R and Linda K. Cottrell, who are the owners of 216 Wildwood, which is contiguous with Parcel A.

RECOMMENDATION: Pass and adopt Resolution No. 200-2020.

2. This is the time, place and date set for a public hearing on the vacate and disposition of City owned real property known as Parcel B, a portion of Wildwood Park, located on West Finley Avenue (218 Wildwood).

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 201-2020, approving the disposition of City owned real property known as Parcel B, a portion of Wildwood Park, located on West Finley Ave (218 Wildwood) to Orada and Kristina Phengsiaroun, who are the owners of 218 Wildwood, which is contiguous with Parcel B.

RECOMMENDATION: Pass and adopt Resolution No. 201-2020.

3. This is the time, place and date set for a public hearing on the vacate and disposition of City owned real property known as Parcel C, a portion of Wildwood Park, located on West Finley Avenue (1725 West Finley).

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 202-2020, approving the disposition of City owned real property known as Parcel C, a portion of Wildwood Park, located on West Finley Ave. (1725 West Finley Ave.) to Lyle and Twyla Talbert, who are the owners of 1725 West Finley Avenue, which is contiguous with Parcel C.

RECOMMENDATION: Pass and adopt Resolution No. 202-2020.

- 4. This is the time, place and date set for a public hearing on the vacate and disposition of City Owned property located at an alley lying between and adjoining Lots 18, 19 and 20 in Highland Park Addition in Ottumwa, Wapello County, Iowa.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 211-2020, approving the vacate and disposition of an alleyway lying between and adjoining Lots 18, 19 and 20 in Highland Park Addition in the City of Ottumwa, Wapello County, Iowa, to Aaron Barnett who owns 1206 West Highland Ave.

RECOMMENDATION: Pass and adopt Resolution No. 211-2020.

- 5. This is the time, place and date set for a public hearing on the disposition of City owned real Property described as Lots 18 and 19 in H.C. Chamber's Subdivision of Lots 26, 27, 28, 29 and 30 in M.J. Williams' Sixth Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 517 South Ward Street.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 217-2020, accepting the offer and approving the sale of City owned property described as Lots 18 and 19 in H.C. Chamber's Subdivision of Lots 26, 27, 28, 29 and 30 in M.J. Williams' Sixth Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 517 South Ward Street, to the Southeast Iowa Dream Center for \$125 and authorizing signing of the development agreement.

RECOMMENDATION: Pass and adopt Resolution No. 217-2020.

#### H. RESOLUTIONS:

- 1. Resolution No. 228-2020, accepting the proposal from Bridge City Sanitation of Ottumwa, Iowa for the collection of noncommercial solid waste, recyclables, bulky items and yard waste within the City of Ottumwa, Iowa beginning July 4, 2021.

RECOMMENDATION: Pass and adopt Resolution No. 228-2020.

- 2. Resolution No. 229-2020, accepting the proposal from Sparta Waste Services of Urbandale, Iowa for the collection of noncommercial solid waste, recyclables, bulky items and yard waste within the City of Ottumwa, Iowa beginning July 4, 2021.

RECOMMENDATION: Pass and adopt Resolution No. 229-2020.

3. Resolution No. 230-2020, accept the proposal from Ahlers & Cooney, P.C. for the provision of general legal services.

RECOMMENDATION: Pass and adopt Resolution No. 230-2020.

4. Resolution No. 231-2020, accepting the work as final and complete and approving the Final Pay Request for the Beach Renovations Phase 4 – Shade Structures Installation Project.

RECOMMENDATION: Pass and adopt Resolution No. 231-2020.

5. Resolution No. 232-2020, approving Change Order No. 1 in the amount of \$5,046.04 and accepting the work as final and complete and approving the Final Pay Request for the 2020 Chip Seal Program.

RECOMMENDATION: Pass and adopt Resolution No. 232-2020.

6. Resolution No. 233-2020, setting the date of a public hearing on the annexation of certain land to the City of Ottumwa, Iowa, and accepting an application for voluntary annexation of certain land to the City of Ottumwa and providing for notice of certain City Council action.

RECOMMENDATION: Pass and adopt Resolution No. 233-2020.

#### I. ORDINANCES:

#### J. PUBLIC FORUM:

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

#### K. PETITIONS AND COMMUNICATIONS

#### ADJOURN

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



[ CITY OF ]  
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**FAX COVER SHEET**

City of Ottumwa

DATE: 10/16/2020 TIME: 1:30 PM 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 to be held on 10/20/2020.

\*\*Please Note – Effective June 1, 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 set forth in the State Public Health Disaster Emergency. We must limit the number of participants present within the indoor venue by 50% of normal capacity and ensure at least six feet of physical distance between each group or individual attending the event are followed.

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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Ottumwa Courier  
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\*\*\* TX REPORT \*\*\*  
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OTTUMWA CITY COUNCIL MINUTES Item No. B.-1.

REGULAR MEETING NO. 30  
Room 108, City Hall

October 6, 2020  
4:00 O'Clock P.M.

The meeting convened at 4:01 P.M.

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

The following representatives were in attendance: Kristine Stone, Ahlers & Cooney, P.C.; Hugh Cain, Eric Updegraff and Brent Hinders, Hopkins & Huebner, P.C.; Ryan Mitchell, Orsborn, Mitchell, Goedken & Larson, P.C. Maria Brownell and Jenna Bishop from Ahlers & Cooney, P.C. joined via teleconference. All three firms presented an overview of services with Q&A following.

There being no further discussion, Mayor Lazio called the meeting to recess at 5:00 P.M.

The meeting reconvened at 5:01 P.M. in Room 108.

Meyers moved, seconded by Dalbey to award RFP for general legal services for the City of Ottumwa, IA to Ahlers & Cooney, P.C., with the option for City Admin. Rath to use his discretion in utilizing other firms for specialized services as needed. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

There being no further discussion, Mayor Lazio called the meeting to recess at 5:14 P.M.  
Council will reconvene in Council Chambers for the remaining portion of regular session proceedings.

The meeting reconvened at 5:31 P.M.

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

Meyers moved, seconded by Dalbey to approve the following consent agenda: Mins. from Regular Mtg. No. 28 on Sept. 15, 2020 and Special Mtg. No. 29 on Sept. 29, 2020 as presented; Ack. July financial stmt. and pymt. of bills as submitted by the Finance Dept.; Canvasser/Solicitor application for the Workingman's Christmas Party to solicit donations within City limits from Nov. 1 to Dec. 31, 2020; Civil Service Commission Eligibility Lists for Sept. 23, 2020: Clerk – Hlth Dept., Entrance and Promotional; Auth. to change cell phone service from Verizon Wireless to AT&T Firstnet; Approve the replacement of a Vaughan Chopper Pump from Allied Systems, Inc. out of Omaha, NE for the quoted price of \$9,885, for the WPCF; Res. No. 197-2020, setting Oct. 20, 2020 as the date of a public hearing on the proposal to vacate and dispose of City owned real property known as Parcel A, a portion of Wildwood Park, located on W. Finley Ave (216 Wildwood); Res. No. 198-2020, setting Oct. 20, 2020 as the date of a public hearing on the proposal to vacate and dispose of City owned real property known as Parcel B, a portion of Wildwood Park, located on W. Finley Ave (218 Wildwood); Res. No. 199-2020, setting Oct. 20, 2020 as the date of a public hearing on the proposal to vacate and dispose of City owned real property known as Parcel C, a portion of Wildwood Park, located on 1725 W. Finley; Res. No. 214-2020, setting Oct. 20, 2020 as the date of the a public hearing on the proposal to vacate and dispose of a City alley lying between and adjoining lots 18, 19 and 20 in Highland Park, an addition to the City of Ottumwa, Wapello County, IA, and rescinding Res. No. 195-2020; Res. No. 215 -2020, auth. destruction of certain records according to the Code of IA, 2017, as amended; Res. No. 216-2020, setting Oct. 20, 2020 as the date of a public hearing on the disposition of City owned property located in the 500 block of S. Ward St. (517 S.



Ward St.); Res. No. 219-2020, approving the contract, bond and cert. of ins. for the 2020 WPCF Concrete Repairs Project; Beer and/or liquor applications for: Mizu Hibachi & Sushi, 1111 Quincy Ave., #111; Warehouse Barbeque, 2818 N. Court; Alpine Inn, 1804 Albia Rd. with outdoor service area; Mimi's Taqueria, 707 Church St., with outdoor service area; Potros Garcia, 2804 N. Court; Club 888, 123 W. Third St.; all applications pending final inspections. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

Dalbey moved, seconded by Meyers to approve the agenda as presented. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

City Admin. Rath requested for further direction related to awarding RFP for curbside collection of noncommercial trash, recyclables, bulky items and yard waste within the City of Ottumwa, IA; the quorum of Council Members requested to have all members present before voting on a resolution.

City Admin. Rath stated that council will have a retreat on Nov. 14, 2020.

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

Meyers moved, seconded by Dalbey to reject bid received for Contractual Janitorial Services for the Ottumwa/Wapello County Law Enforcement Center. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

Dalbey moved, seconded by Meyers that Res. No. 213-2020, waiving temp. use of sidewalk and sidewalk café permit reqs. for certain businesses on Main St. during the Streetscape ribbon cutting and scoop the loop event to be held on Oct. 29, 2020, be passed and adopted. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

Meyers moved, seconded by Dalbey that Res. No. 218-2020, establishing bldg. permit fees for mobile homes in mobile home parks in the City of Ottumwa, IA, be passed and adopted. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

Dalbey moved, seconded by Stevens that Res. No. 220-2020, approving CO No. 9 in the amt. of \$17,440 for the Main St. (Downtown Streetscape) Reconstruction Project, be passed and adopted. New contract sum \$5,241,174.19. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

Meyers moved, seconded by Dalbey that Res. No. 221-2020, approving CO No. 2 in the amt. of \$21,037.50 for the CSO Blake's Branch, Ph. 8 Div. 1 Project, be passed and adopted. New contract sum \$11,814,732.63. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

Dalbey moved, seconded by Stevens that Res. No. 222-2020, approving CO No. 1 and accepting the work as final and complete for the 2020 Street Crack Repair Program, be passed and adopted. New contract sum \$35,719.80. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

Meyers moved, seconded by Dalbey that Res. No. 223-2020, approving CO No. 2 in the amt. of \$3,500 for the WPCF Rebid Final Clarifier Select Painting Project, be passed and adopted. New contract sum \$59,600. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

Dalbey moved, seconded by Meyers that Res. No. 224-2020, approving CO No. 1 and accepting the work as final and complete and approving the final pay request for the WPCF Gatewell Conversion Project, be passed and adopted. CO No. 1 increases the contract sum by \$14,450. New contract sum \$49,950. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

Meyers moved, seconded by Dalbey that Res. No. 225-2020, approving CO No. 1 and accepting the work as final and complete and approving the final pay request for the East Alta Vista Reconstruction Project, be passed and adopted. CO No. 1 decreases the contract sum by \$2,928.95. New contract sum \$620,223.15. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

Meyers moved, seconded by Stevens to pass the first consideration of Ord. No. 3175-2020, amending the Zoning Ord. No. 3088-2015 of the City of Ottumwa, IA, and as set forth in Ch. 38 of the Municipal Code by repealing and replacing Sections 38-700 through 38-735 to bring zoning regulations into compliance with the National Flood Insurance Program. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.


Meyers moved, seconded by Dalbey to waive the second and third considerations, pass and adopt Ord. No. 3175-2020. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. Jerry Ogden stated how they have altered the workingman's Christmas party to accommodate restrictions for gatherings brought about by COVID-19.


There being no further business, Dalbey moved, seconded by Stevens that the meeting adjourn. Motion carried 3-0 vote. Council Member Berg and Council Member Roe were absent.

Adjournment was at 6:36 P.M.

CITY OF OTTUMWA, IOWA

  
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Tom X. Lazio, Mayor

ATTEST:

  
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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	2509179.69	733516.25	1192998.98	2049696.96	21662.30	2071359.26
TOTALS FOR FUND 002	PARKING RAMP	30133.51	778.00	239.22	30672.29		30672.29
TOTALS FOR FUND 110	ROAD USE TAX	5886800.81	377515.85	293804.45	5970512.21	17199.39	5987711.60
TOTALS FOR FUND 112	EMPLOYEE BEN	-85562.81		462173.00	-547735.81		-547735.81
TOTALS FOR FUND 119	EMERGENCY FU						
TOTALS FOR FUND 121	SALES TAX 1%	3409893.02	434963.21	26735.00	3818121.23		3818121.23
TOTALS FOR FUND 122	*****						
TOTALS FOR FUND 123	AGASSI TIF D						
TOTALS FOR FUND 124	VOGEL URBAN						
TOTALS FOR FUND 125	WESTGATE TIF	-36868.60		1250.00	-38118.60		-38118.60
TOTALS FOR FUND 126	AIRPORT TIF	-91989.73	88362.39		-3627.34		-3627.34
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	27.10			27.10		27.10
TOTALS FOR FUND 129	RISK MANAGEM	964614.22	22299.57	17697.43	969216.36		969216.36
TOTALS FOR FUND 131	AIRPORT FUND	253459.44	18562.88	38709.08	233313.24	585.40	233898.64
TOTALS FOR FUND 133	LIBRARY FUND	228718.71	51365.57	66366.67	213717.61	1593.86	215311.47
TOTALS FOR FUND 135	CEMETERY FUN	-49206.39	14819.92	24150.46	-58536.93	50.00	-58486.93
TOTALS FOR FUND 137	HAZ-MAT FUND	135429.32	1500.00	7184.60	129744.72	2100.00	131844.72
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	1343626.58	97436.53	833076.30	607986.81		607986.81
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	622610.82	12287.25	45030.19	589867.88	1007.00	590874.88
TOTALS FOR FUND 162	SSMID DISTRI						
TOTALS FOR FUND 167	FIRE BEQUEST	18447.57			18447.57		18447.57
TOTALS FOR FUND 169	START UP/DON	-165.20			-165.20		-165.20
TOTALS FOR FUND 171	RETIREE HEAL	1036466.50	100390.00	125856.38	1011000.12	96.90	1011097.02
TOTALS FOR FUND 173	LIBRARY BEQU	174299.36	275.00	12041.89	162532.47	60.00	162592.47
TOTALS FOR FUND 174	COMMUNITY DE	99520.81	4.81	12044.00	87481.62		87481.62
TOTALS FOR FUND 175	POLICE BEQUE	92879.49	5089.00		97968.49	16.00	97984.49
TOTALS FOR FUND 177	HISTORIC PRE	1474.64			1474.64		1474.64
TOTALS FOR FUND 200	DEBT SERVICE	544237.03			544237.03		544237.03
TOTALS FOR FUND 301	STREET PROJE	-221376.71	19202.25	261287.33	-463461.79		-463461.79
TOTALS FOR FUND 303	AIRPORT PROJ	-119947.11		18165.66	-138112.77		-138112.77
TOTALS FOR FUND 307	SIDEWALK & C	-10700.35		316.90	-11017.25		-11017.25
TOTALS FOR FUND 309	PARK PROJECT	37932.30		6756.05	31176.25		31176.25
TOTALS FOR FUND 311	LEVEE PROJEC	185579.36			185579.36		185579.36
TOTALS FOR FUND 313	EVENT CENTER	4296.26		517.68	3778.58		3778.58
TOTALS FOR FUND 315	SEWER CONSTR	12363129.49		669655.17	11693474.32		11693474.32
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM						
TOTALS FOR FUND 503	CEMETERY PER		590.00	260.00	330.00	260.00	590.00
TOTALS FOR FUND 610	SEWER UTILIT	2726128.45	530249.39	476030.88	2780346.96	8953.46	2789300.42
TOTALS FOR FUND 611	SEWER SINKIN	201833.00	106833.00		308666.00		308666.00
TOTALS FOR FUND 612	STORM WATER						
TOTALS FOR FUND 613	SEWER IMPROV	3091667.00	41667.00		3133334.00		3133334.00
TOTALS FOR FUND 670	LANDFILL FUN	1588005.18	237508.75	132194.09	1693319.84	5338.15	1698657.99
TOTALS FOR FUND 671	LANDFILL RES	1145278.00			1145278.00		1145278.00
TOTALS FOR FUND 673	RECYCLING	97817.96	48672.31	39392.27	107098.00	6010.83	113108.83
TOTALS FOR FUND 690	TRANSIT FUND	287297.16	15111.98	4110.13	298299.01	2198.83	300497.84
TOTALS FOR FUND 695	1015 TRANSIT						
TOTALS FOR FUND 720	BRIDGEVIEW E	100336.16			100336.16		100336.16
TOTALS FOR FUND 750	GOLF COURSE	25241.62			25241.62		25241.62
TOTALS FOR FUND 810	POOLED INVES	-42817430.76	2572899.69		-40244531.07		-40244531.07
TOTALS FOR FUND 820	PAYROLL CLEA	228070.57	1047679.52	1055267.59	220482.50	1705.00	222187.50
TOTALS FOR FUND 840	EQUIPMENT PU	1469747.05		12314.73	1457432.32		1457432.32
TOTALS FOR FUND 860	GROUP HEALTH	4454778.50	334688.13	396778.76	4392687.87	4203.56	4396891.43
TOTALS FOR ALL LISTED FUNDS		1951415.46	6914268.25	6232404.89	2633278.82	73040.68	2706319.50

REPORT DATE 08/31/2020  
SYSTEM DATE 10/09/2020  
FILES ID 0

CITY OF OTTUMWA  
STATEMENT OF CHANGES IN CASH BALANCE  
AS OF 08/31/2020

PAGE 2  
TIME 10:39:52  
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SUMMARY PAGE INFORMATION

ERRORS DETECTED:

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Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00002	A+ SERVICES	207552	08/07/2020	289.00	GROUNDS MAINT & REPAIR
00100	A1A SANDBLASTING	207656	08/14/2020	3,555.35	CAPITAL IMPROVEMENTS
00198	ABC PEST CONTROL INC.	207727	08/21/2020	42.95	BLDG MAINT & REPAIR
00320	ACCO	207728	08/21/2020	3,380.40	OPERATING SUPPLIES
00690	AFLAC	207825	08/28/2020	3,410.00	AFLAC DEDUCTION PAYABLE
00800	AHLERS & COONEY P.C.	207554	08/07/2020	5,468.50	LEGAL FEES
00855	AIRGAS USA LLC	207555	08/07/2020	91.99	OPERATING SUPPLIES
01700	ALLIANT ENERGY/IPL	207658	08/14/2020	109,187.01	ELECTRIC
01723	RANDY ALLMAN	207659	08/14/2020	35.00	REFUNDS
02080	ALTORFER INC.	207557	08/07/2020	5,449.90	OTHER MAINT & REPAIR
02592	AMERICAN BOTTLING COMPANY	207558	08/07/2020	573.12	MERCHANDISE - RESALE
05124	ARCHANGEL SERVICES, LLC	207559	08/07/2020	4,633.34	MISC CONTRACT WORK
05700	ATOMIC TERMITE & PEST	207661	08/14/2020	185.00	GROUNDS MAINT & REPAIR
05860	AUTOZONE INC	207560	08/07/2020	314.65	VHCL MTCE SUPPLIES
05999	B & H MARINE, INC.	207730	08/21/2020	132.10	VHCL MTCE SUPPLIES
06481	BAILEY OFFICE OUTFITTERS	207562	08/07/2020	1,669.30	OFFICE SUPPLIES
06758	JACKI BAKER	207662	08/14/2020	50.00	REFUNDS
07648	MARK J BECKER & ASSOC LLC	207563	08/07/2020	1,760.42	OTHER PROF SERV
07886	BENGE, JEANNE	207564	08/07/2020	105.00	REFUNDS
08482	CHRISTOPHER BETTIN	207663	08/14/2020	148.10	OPERATING SUPPLIES
09360	BLACK'S TIRE COMPANY LLC	207565	08/07/2020	1,173.53	VHCL MTCE SUPPLIES
09522	WELLMARK BC & BS OF IOWA	207731	08/21/2020	22,175.00	MEDICARE PREMIUMS
09528	BLUETARP CREDIT SERVICES	207732	08/21/2020	799.99	TOOLS & SMALL EQUIP
09531	BLUEGRASS CONSTRUCTION SO	207664	08/14/2020	2,350.00	OTHER MAINT & REPAIR
09680A	BOITNOTT ENTERPRISES	207733	08/21/2020	523.50	SANITATION
11496	BRIDGE CITY SANITATION LL	207734	08/21/2020	139,876.10	OTHER PROF SERV
12500	BUB'S TREE CARE	207665	08/14/2020	8,400.00	TREE TRIMMING
12555	BUILD RITE LLC	207736	08/21/2020	2,475.00	CONTRACTUAL SERVICES
13635	LEIDI CACERES	207831	08/28/2020	50.00	REFUNDS
14318A	CAPITAL CITY EQUIPMENT CO	207666	08/14/2020	410.91	VHCL MTCE SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	207567	08/07/2020	786.62	STREET MAINT SUPPLIES
16263	CENTER FOR EDUCATION &	207737	08/21/2020	254.95	DUES & MEMBERSHIPS
16265	CENTER POINT LARGE PRINT	207738	08/21/2020	85.08	LIBRARY MAT.-JAMES ESTATE
16300	CENTRAL IOWA FASTENERS	207739	08/21/2020	204.70	MISCELLANEOUS
16402	CENTURYLINK	207569	08/07/2020	4,184.06	TELEPHONE/IT
16403	CENTURYLINK	207742	08/21/2020	209.80	TELEPHONE/IT
17620	CINTAS CORPORATION	207668	08/14/2020	136.33	SUSTENANCE SUPPLIES
17825	CITY OF OTTUMWA, CEMETERY	207669	08/14/2020	1,560.00	COLUMBARIUM SVGS ASSIGNED
18379	CLEMONS INC OF OTTUMWA	207743	08/21/2020	42.75	VHCL MTCE SUPPLIES
18379A	CLEMONS INC.	207834	08/28/2020	99.66	VHCL MTCE SUPPLIES
18980	COLLECTION SERVICES	207744	08/21/2020	3,872.90	CHILD SUPPORT PAYABLE
21502	CHERYL COVERT	207745	08/21/2020	35.00	REFUNDS
21825	CREDIT UNION	207571	08/07/2020	34,415.16	CREDIT UNION PAYABLE
21830	LORI CREECH	207572	08/07/2020	169.95	SUSTENANCE SUPPLIES
22457	DC CONCRETE & CONST. LLC	207747	08/21/2020	8,208.00	CONTRACTUAL SERVICES
22467A	DLT SOLUTIONS, LLC	207670	08/14/2020	4,710.87	OFFICE/COMP. EQUIP MAINT.
22608	DANI'S AUTO SUPPLY LLC	207575	08/07/2020	1,716.34	TOOLS & SMALL EQUIP
23985	DENISES ALTERATIONS	207748	08/21/2020	40.00	OPERATING SUPPLIES
24322	DEPT. OF THE TREASURY	207726	08/18/2020	1,588.00	MISCELLANEOUS
24325	DEMCO, INC	207576	08/07/2020	346.13	OPERATING SUPPLIES
24330	DERANS TOWING SERVICE	207750	08/21/2020	340.00	STATE TOWING/STORAGE FEES
25361	DOUDS STONE LLC	207751	08/21/2020	446.92	STREET MAINT SUPPLIES
25390	R. D. DRENKOW & CO INC	207752	08/21/2020	4,556.46	R.D. DRENKOW/FLEX PAY
25394	DRISH CONSTRUCTION, INC.	207753	08/21/2020	35,632.16	ENGINEERING

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26640	ECOSYSTEMS INC	207578	08/07/2020	6,090.00	CONTRACTUAL SERVICES
27272	ELLIOTT BULK SERVICES LLC	207754	08/21/2020	5,698.68	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	207672	08/14/2020	18,861.29	VHCL-FUEL
27521	EMERGENCY SERVICES	207835	08/28/2020	810.00	SUSTENANCE SUPPLIES
27784	ENVIRONMENTAL PRODUCTS &	207755	08/21/2020	417.61	VHCL MTCE SUPPLIES
27789	ENVIRONMENTAL EDGE	207673	08/14/2020	2,340.00	CONTRACTUAL SERVICES
27846	ESRI INC.	207674	08/14/2020	1,900.00	OTHER SMALL CAPITAL
28208A	EUROFINS TESTAMERICA	207836	08/28/2020	1,330.09	LAB SUPPLIES
28416	EVIDENT INC.	207675	08/14/2020	153.26	TOOLS & SMALL EQUIP
28449	EVORA CONSULTING, LTD	207676	08/14/2020	8,976.00	ENGINEERING
29300	FASTENAL COMPANY	207756	08/21/2020	1,743.77	TOOLS & SMALL EQUIP
30560	FISHER SCIENTIFIC	207678	08/14/2020	829.04	LAB SUPPLIES
31302A	FRASE COMPANY LUMBER	207580	08/07/2020	237.90	CONTRACTUAL SERVICES
31454	GPM	207679	08/14/2020	373.00	OPERATING SUPPLIES
31459	GRP & ASSOCIATES	207581	08/07/2020	329.00	HAZARDOUS WASTE DISPOSAL
31682	GALLS LLC-DBA CARPENTER	207582	08/07/2020	170.10	SUSTENANCE SUPPLIES
32046A	DEREK & CLAUDIA GATES	207757	08/21/2020	3,431.50	CAPITAL IMPROVEMENTS
32653	THE GETTINGS GROUP	207839	08/28/2020	8,612.50	CAPITAL IMPROVEMENTS
32783	DALLAS GLICK	207840	08/28/2020	286.96	SUSTENANCE SUPPLIES
33635	GREAT WESTERN SUPPLY CO	207680	08/14/2020	2,677.43	OPERATING SUPPLIES
34664	JOHN HALL & ASSOC. PLLC	207758	08/21/2020	1,636.25	LEGAL FEES
35430	HARRISON MORELAND WEBBER	207681	08/14/2020	56.25	LEGAL FEES
36302	HEARTLAND HUMANE SOCIETY	207583	08/07/2020	685.00	OTHER PROF SERV
36401	WILL HECKART	207682	08/14/2020	50.05	SUSTENANCE SUPPLIES
37415	HICKENBOTTOM INC	207584	08/07/2020	300.12	STREET MAINT SUPPLIES
37476	HILL PRODUCTIONS & MEDIA	207683	08/14/2020	74.00	ADVERT/LEGAL PUBL
37560	HINDMAN PERSON HEATING	207684	08/14/2020	430.00	BLDG MAINT & REPAIR
37640A	JEFFREY HOFFMAN	207841	08/28/2020	1,000.00	CONTRACTUAL SERVICES
38610	HOTSY CLEANING SYSTEMS	207760	08/21/2020	382.65	VHCL MTCE SUPPLIES
39174	HUPP TOYOTALIFT	207842	08/28/2020	66.48	VHCL MTCE SUPPLIES
39305	HYDROTECH SYSTEMS LTD	207585	08/07/2020	808.97	EQUIP REPAIR
41480	ICMA RETIREMENT TRUST 457	207761	08/21/2020	2,141.52	ICMA DEF COMP PAYABLE
41505A	IMWCA	207587	08/07/2020	11,327.00	WORKMENS COMPENSATION
41600	IDEAL READY MIX	207843	08/28/2020	15,450.65	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	207589	08/07/2020	137.00	BLDG MAINT & REPAIR
41925	INDUSTRIAL MEDICINE	207762	08/21/2020	520.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	207845	08/28/2020	745.04	CONTRACTUAL SERVICES
42160	INGRAM LIBRARY SERVICES	207590	08/07/2020	6,303.81	LIBRARY MAT.-JAMES ESTATE
43264	INTERSTATE ALL BATTERY CE	207591	08/07/2020	25.60	TOOLS & SMALL EQUIP
43265	INTERSTATE BATTERY	207592	08/07/2020	246.90	VHCL MTCE SUPPLIES
43274	INTERSTATE POWER SYSTEMS	207686	08/14/2020	288.00	VHCL MTCE SUPPLIES
43388	IOWA CIVIL CONTRACTING,IN	207687	08/14/2020	193,757.51	STREET MAINT
43460	IOWA COMM ASSURANCE POOL	207846	08/28/2020	3,697.09	INSURANCE CLAIMS
43506	IOWA DEPT TRANSPORTATION	207847	08/28/2020	2,799.10	STREET MAINT SUPPLIES
43550	IOWA DIVISION OF LABOR	207595	08/07/2020	530.00	PERMITS
43935	IOWA MISSOURI FORD CLUB S	207765	08/21/2020	100.00	REFUNDS
43999	IOWA ONE CALL	207849	08/28/2020	259.20	TELEPHONE/IT
44038	IOWA PUMP WORKS, INC	207850	08/28/2020	5,956.85	OTHER MAINT & REPAIR
44047	IOWA RECYCLING ASSOC	207688	08/14/2020	175.00	DUES & MEMBERSHIPS
45044	JEO CONSULTING GROUP, INC	207766	08/21/2020	9,770.00	ENGINEERING
45057	J & J MOWING	207767	08/21/2020	15,934.00	CONTRACTUAL SERVICES
45075	J & M DISPLAYS INC	207768	08/21/2020	15,000.00	MISCELLANEOUS
45974	JOHN DEERE FINANCIAL	207769	08/21/2020	1,456.34	OPERATING SUPPLIES
46159	CHASE JOHNSON	207597	08/07/2020	200.00	SUSTENANCE SUPPLIES

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VENDOR PAYMENT REPORT

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Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
48705	ENILYNE KERSEN	207770	08/21/2020	50.00	REFUNDS
49039	KIRKHAM MICHAEL	207689	08/14/2020	3,590.00	ENGINEERING
49042	KIRKHAM MICHAEL	207598	08/07/2020	18,165.66	INFRASTRUCTURE
49206	KLODT DOOR SERVICE LLC	207599	08/07/2020	381.00	OPERATING SUPPLIES
49687	KOHL WHOLESALE	207600	08/07/2020	11,458.86	CONCESSION - RESALE
50475	LAKESHORE LEARNING	207601	08/07/2020	1,677.89	PROGRAM SUPPLIES
50620	LANGMAN CONSTRUCTION, INC	207772	08/21/2020	642,613.06	UTILITY SYSTEM
51048	LAWRENCE, STEPHANIE	207602	08/07/2020	105.00	REFUNDS
51969	LIBERTY TIRE SERVICES LLC	207851	08/28/2020	2,296.33	TIRE DISPOSAL
52001	LIBRARY JOURNALS, LLC	207603	08/07/2020	356.98	LIBRARY MAT.-JAMES ESTATE
52254	LISCO	207690	08/14/2020	270.00	TECHNOLOGY SERVICES
52990	LOKTRONICS SECURITY CORP	207691	08/14/2020	90.35	OPERATING SUPPLIES
53371	MCS HANGAR	207605	08/07/2020	1,200.00	TRAVEL & CONFERENCE
54162	MAHASKA BOTTLING	207606	08/07/2020	2,694.52	CONCESSION - RESALE
54390	MANATT'S INC	207853	08/28/2020	3,265.80	STREET MAINT SUPPLIES
55260	MARTINS FLAG COMPANY	207773	08/21/2020	139.70	OPERATING SUPPLIES
55311	MASSMUTUAL RETIREMENT SER	207774	08/21/2020	500.00	HARTFORD DEF COMP PAYABLE
56665	MCKIM TRACTOR SERVICE LLC	207854	08/28/2020	400.04	VHCL MTCE SUPPLIES
57195	MCMASTER-CARR	207692	08/14/2020	84.30	OPERATING SUPPLIES
57385	MENARDS	207611	08/07/2020	5,418.48	STREET MAINT SUPPLIES
57409	MERCY CLINICS OCCUPATIONA	207693	08/14/2020	850.00	EMPLOYEE PHYSICALS/TESTS
57518	SYMETRA LIFE INSURANCE CO	207855	08/28/2020	4,300.46	GROUP LIFE PREMIUMS
57954A	MESSERSCHMITT ICE SER INC	207775	08/21/2020	332.00	OPERATING SUPPLIES
58500	MIDAMERICAN ENERGY CO	207614	08/07/2020	1,243.85	NATURAL GAS
58555	MID-IOWA SOLID WASTE	207615	08/07/2020	214.02	VHCL MTCE SUPPLIES
59382	MIDWEST TAPE	207616	08/07/2020	148.42	LIBRARY MAT-GRUBB ESTATE
59753	MIKES TIRE AND	207617	08/07/2020	84.00	VHCL MTCE SUPPLIES
60088	MARK MILLER	207618	08/07/2020	50.00	REFUNDS
60780	MOBILE LOCKSMITH & ALARM,	207619	08/07/2020	75.00	BUILDING MAINTENANCE REPA
61785	MOTION INDUSTRIES	207857	08/28/2020	5,700.14	OPERATING SUPPLIES
62551	MUNDELL & ASSOCIATES	207858	08/28/2020	175.00	MISC CONTRACT WORK
62575	MUNICIPAL FIRE & POLICE	207621	08/07/2020	119,243.01	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	207698	08/14/2020	4,561.10	VHCL MTCE SUPPLIES
63032	NCL OF WISCONSIN INC	207778	08/21/2020	5,968.90	OTHER CAPITAL EQUIP
63754	NPPA	207860	08/28/2020	315.95	SUSTENANCE SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	207779	08/21/2020	3,390.00	NRS-NATION RETIRE SOL
64555	MOLLY MYERS NAUMANN	207624	08/07/2020	35.00	REFUNDS
65489	NICHOLS EQUIPMENT LLC	207699	08/14/2020	3,259.00	OPERATING SUPPLIES
65802	NORFOLK SOUTHERN RAILWAY	207780	08/21/2020	568.11	RENTS & LEASES
65985	NORSOLV SYSTEMS ENVIRONM	207781	08/21/2020	152.95	MISCELLANEOUS
66001	NORRIS ASPHALT PAVING INC	207782	08/21/2020	4,041.86	STREET MAINT SUPPLIES
66514	NUTRIEN AG SOLUTIONS	207626	08/07/2020	115.65	GROUPS MAINT & REPAIR
66545	STEVE O'CONNOR	207861	08/28/2020	600.00	GRANT
66558	OCCUPATIONAL SAFETY SOLUT	207862	08/28/2020	1,500.00	GRANT
66561	OFFICIAL PEST CONTROL	207627	08/07/2020	55.00	SUSTENANCE SUPPLIES
67098	O'REILLY AUTOMOTIVE	207863	08/28/2020	24.20	VHCL MTCE SUPPLIES
67101	OTC BRANDS INC	207629	08/07/2020	380.57	PROGRAM SUPPLIES
67204	MARY ORTIZ	207701	08/14/2020	100.00	REFUNDS
67759	OTTUMWA COMMUNITY SCHOOLS	207865	08/28/2020	162.10	OPERATING SUPPLIES
68000	OTTUMWA COURIER	207784	08/21/2020	384.97	ADVERT/LEGAL PUBL
68000A	OTTUMWA COURIER	207630	08/07/2020	195.12	SUBSCRIPTION/EDUCATION
68001	OTTUMWA COURIER	207703	08/14/2020	195.12	BOOKS FILMS RECORDING/ART
68560	OTTUMWA PRINTING, INC.	207704	08/14/2020	470.00	OFFICE SUPPLIES
68626	OTTUMWA SCALE SERVICE	207866	08/28/2020	200.00	GROUPS MAINT & REPAIR

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
68800	OTTUMWA TENT & AWNING	207632	08/07/2020	150.00	OPERATING SUPPLIES
69040	OTTUMWA WATER AND HYDRO	207705	08/14/2020	14,487.09	BILLING FEES-WW
69193	OVERDRIVE INC.	207786	08/21/2020	4,742.14	CONTRACTUAL SERVICES
69457	PAK-RITE, LTD	207706	08/14/2020	243.81	TOOLS & SMALL EQUIP
69688	DIXIE L PARKER	207634	08/07/2020	1,400.00	JANITORIAL
70180	PATTERSON MONUMENT CO	207707	08/14/2020	375.00	MERCHANDISE - RESALE
70610	PAYMENT REMITTANCE CENTER	207789	08/21/2020	8,109.05	LIBRARY MAT.-JAMES ESTATE
72035	PIPESTONE VET CLINIC OF	207708	08/14/2020	124.98	OTHER PROF SERV
72238	PURCHASE POWER	207709	08/14/2020	478.25	POSTAGE & SHIPPING
72250	PITNEY BOWES GLOBAL	207790	08/21/2020	181.53	CONTRACTUAL SERVICES
72561	PLUMB SUPPLY COMPANY-OT	207710	08/14/2020	2,446.08	OPERATING SUPPLIES
72986	PORTZEN CONSTRUCTION INC	207711	08/14/2020	831,521.04	CONTRACTUAL SERVICES
73290	POWERPLAN	207791	08/21/2020	352.23	VHCL MTCE SUPPLIES
73420	PRAIRIE AG SUPPLY INC	207712	08/14/2020	1,033.60	TOOLS & SMALL EQUIP
73926	PRODUCTIVITY PLUS ACCOUNT	207867	08/28/2020	291.93	VHCL MTCE SUPPLIES
73971	PROFESSIONAL JANITORIAL	207635	08/07/2020	2,000.00	JANITORIAL
74545	QUAD CITY SAFETY INC	207636	08/07/2020	100.00	SUSTENANCE SUPPLIES
74626	QUALITY SERVICES CORP	207868	08/28/2020	395.15	VHCL MTCE SUPPLIES
74740	RJ PERFORMANCE INC	207713	08/14/2020	188.99	VHCL MTCE SUPPLIES
74955	RACOM CORPORATION	207792	08/21/2020	21,070.60	AUTOMOTIVE EQUIPMENT
75114	GUADELUPE RAMIREZ	207793	08/21/2020	50.00	REFUNDS
75152	PHILIP RATH	207638	08/07/2020	171.49	MISCELLANEOUS
75901	RECORDED BOOKS INC	207794	08/21/2020	256.44	LIBRARY MAT.-JAMES ESTATE
75902	RECREONICS CORPORATION	207639	08/07/2020	75.84	OPERATING SUPPLIES
75904	RECREATION SUPPLY COMPANY	207869	08/28/2020	153.22	EQUIP REPAIR
76380	RESTORE PRIDE, LLC	207795	08/21/2020	26,000.00	FACADE GRANTS
76998	RIDGWAY ELECTRIC, LLC	207870	08/28/2020	203.79	BLDG MAINT & REPAIR
77519	MARIA RODRIGUEZ	207640	08/07/2020	35.00	MISCELLANEOUS
77758	ROOTX	207796	08/21/2020	2,279.78	SEWER/DRAINAGE SUPPLIES
78105	ROYAL PORTABLE TOILETS	207797	08/21/2020	291.60	OPERATING SUPPLIES
78149A	RUETER'S	207871	08/28/2020	661.94	VHCL MTCE SUPPLIES
78291	S & S PLUMBING, HEATING,	207715	08/14/2020	469.43	BLDG MAINT & REPAIR
78443	SAFETY MEETING OUTLINES	207798	08/21/2020	95.00	TRAINING
78708	JOHN SANDEGREN HEATING	207799	08/21/2020	250.00	BUILDING MAINTENANCE REPA
79213	LOUIS F SCHERER	207641	08/07/2020	7,328.51	MISCELLANEOUS
79358	SCHUMACHER ELEVATOR CO	207716	08/14/2020	484.18	BUILDING MAINTENANCE REPA
80164	SARAH SELS	207872	08/28/2020	100.00	REFUNDS
80797	SHARPS COMPLIANCE, INC.	207800	08/21/2020	508.87	TOOLS & SMALL EQUIP
81507	SHRED-IT USA	207801	08/21/2020	44.78	CONTRACTUAL SERVICES
82135	SINCLAIR TRACTOR	207643	08/07/2020	2,145.08	VHCL MTCE SUPPLIES
82136	SINCLAIR NAPA	207644	08/07/2020	840.53	VHCL MTCE SUPPLIES
82198	TIM SKINNER TRUCKING AND	207802	08/21/2020	11,950.00	CONTRACTUAL SERVICES
83880	SOUTHERN IOWA DIESEL, INC	207645	08/07/2020	252.90	VHCL MTCE SUPPLIES
85262	STATE HYGIENIC LABORATORY	207803	08/21/2020	108.00	CONTRACTUAL SERVICES
85285	STATE LIBRARY OF IOWA	207804	08/21/2020	62.00	CONTRACTUAL SERVICES
86661	SUEZ TREATMENT SOLUTIONS	207873	08/28/2020	726.76	OPERATING SUPPLIES
86704	SUMMIT FIRE PROTECTION CO	207646	08/07/2020	630.05	VHCL MTCE SUPPLIES
86970	SUPREME STAFFING INC	207807	08/21/2020	22,638.50	CONTRACT EMPLOYEES
87250	SWANA	207808	08/21/2020	669.00	DUES & MEMBERSHIPS
88000	TEAMSTER LOCAL UNION 238	207809	08/21/2020	1,257.84	POLICE UNION DUES PAYABLE
88697	THUMBS UP GIFTS & AWARDS	207648	08/07/2020	100.00	SUSTENANCE SUPPLIES
88858	TIFCO INDUSTRIES	207875	08/28/2020	1,402.00	TOOLS & SMALL EQUIP
89462A	TREASURER STATE OF IOWA	207811	08/21/2020	5,251.00	SALES TAX PAYABLE
89545	TRI-TECH FORENSICS, INC	207812	08/21/2020	212.15	TOOLS & SMALL EQUIP



Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
89855	TRUITT ABSTRACT COMPANY	207649	08/07/2020	150.00	CONTRACTUAL SERVICES
90454	ULINE	207650	08/07/2020	356.24	OFFICE SUPPLIES
90844	U S CELLULAR	207813	08/21/2020	211.10	CONTRACTUAL SERVICES
90846	UPS	207651	08/07/2020	145.23	POSTAGE & SHIPPING
91835	USA BLUE BOOK	207717	08/14/2020	671.80	OPERATING SUPPLIES
92000	UTILITY EQUIPMENT COMPANY	207816	08/21/2020	5,842.38	SEWER/DRAINAGE SUPPLIES
92297	VANDER HAAGS INC	207877	08/28/2020	475.00	VHCL MTCE SUPPLIES
92555	THE VAN METER COMPANY	207817	08/21/2020	6,427.84	OTHER MAINT & REPAIR
92648	VEENSTRA & KIMM INC	207878	08/28/2020	23,799.00	MISCELLANEOUS
92679	VERIZON WIRELESS	207720	08/14/2020	1,152.39	TELEPHONE/IT
93505	W L CONSTRUCTION SUPPLY I	207879	08/28/2020	239.86	TOOLS & SMALL EQUIP
94000	WALMART COMMUNITY/SYNCR	207818	08/21/2020	1,125.17	SUSTENANCE SUPPLIES
94490	WAPELLO COUNTY TREASURER	207721	08/14/2020	25.00	PAYMENT TO AGENCIES
94704	WAPELLO COUNTY RECORDER	207722	08/14/2020	24.00	RECORDING & COURT FEES
95000	WAPELLO COUNTY UNITED WAY	207819	08/21/2020	26.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	207723	08/14/2020	76.21	WATER
95368	WAYNE'S TIRE	207652	08/07/2020	654.28	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	207821	08/21/2020	474,727.46	GROUP HEALTH CLAIMS
97305	WINDSTREAM	207882	08/28/2020	496.62	TELEPHONE/IT
97320	WINGER COMPANIES	207822	08/21/2020	1,975.00	OPERATING SUPPLIES
97321	WINGER SERVICE	207654	08/07/2020	2,754.38	OPERATING SUPPLIES
97334	WINN CORP	207824	08/21/2020	13,380.67	STREET MAINT SUPPLIES
98219	AMY YARDLEY	207725	08/14/2020	100.00	REFUNDS

TOTAL NUMBER OF CHECKS 464 WRITTEN TO 239 VENDORS FOR 3,146,017.76

*US Treasury 121,532.02 Fed/Fica w/H*  
*US Treasury 41,210.34 P/R TAX*  
*Treasurer Staff IA 44,838.00 ST w/H*  
*I Pers 31,144.17 IPERS w/H*  
*I Pers 46,741.13 City Share*  


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3,431,483.42

ERRORS DETECTED:

0

### 2020 OCT 14 CANVASSER & SOLICITORS REGISTRATION & APPLICATION

Name of Individual completing this application: John Lee Boyer

And Residing address: 13883 Rt V-64 Dows IA 52551 Date of Birth 10-25-1953  
Street City State Zip

Organization represented, if applicable: N/A

Organization's address: \_\_\_\_\_  
No. Street City State Zip

Applicant's/Organization's phone number: 641-451-1209

Names, addresses and position of the officers of the organization:

Name	Address	Officer Position

Estimated number of persons who will be directly soliciting: 1 (myself)

Nature and purpose of your solicitation activities: Street Musician - Playing familiar Acoustic Music on the sidewalk

What method will you be using to solicit funds? (Example: direct monetary donations, sale of tags, decals, etc.) N/A

Where do you plan to canvass or solicit in Ottumwa? Downtown Main St.

Date(s) when you wish to conduct your activities in Ottumwa: 10-15-2020 to 10-15-2021

NOTE TO APPLICANT: Canvassing and soliciting shall be no earlier than 8:00 A.M. and no later than 9:00 P.M. and shall be no more than 90 days as determined by the City Council.

I do hereby certify that the above statements are true and correct. Signed this 14th day of October, 2020.

John L Boyer  
Applicant

Staff recommendation to Council: October 20, 2020

Approved  Denied \_\_\_\_\_ by City Council on October 20, 2020

Restrictions set by Council: \_\_\_\_\_

Number of days set by Council for applicant: \_\_\_\_\_

License Number 2732 Receipt No. N/A.

## John Lee Boyer

♪ *The Iowa Song Guy* ♪

Performing Original Songs About  
Iowa, Farm, and Family

641-451-1209

## Van Buren Scenic Drive Festival

John Lee Boyer of Douds was among the musical acts who performed in Bentonsport. Boyer sang and played guitar and showed off his lyrical skills, too. Boyer wrote new lyrics to the song "I've Been Everywhere," first sung by Geoff Mack in 1959 about visiting dozens of towns across Australia. The song was later adapted to be about American towns and popularized by American artist Johnny Cash.

Boyer added his own twist to the classic, changing the lyrics once more to be about Iowa towns. Eighty-six towns are mentioned in all.

Boyer and his Iowa-themed songs are a fixture at the Iowa State Fair and Old Threshers Reunion, neither of



Douds musician John Lee Boyer performs at the Bentonsport Riverfest Saturday. Boyer sang a version of the song "I've Been Everywhere," popularized by Johnny Cash. Boyer altered the lyrics so that all of the towns mentioned, 86 in total, are in Iowa. (Andy Hallman/The Union)

which he was able to do this year. He's been performing for about 50 years, normally doing 20-

25 shows a year, but only 10 this year.

"I've settled on being a street performer," he said. "I aspire to be a full-time musician."

# Canvasser & Solicitors Permit



[ CITY OF ]  
OTTUMWA

Ottumwa

105 E 3rd St. Room 203

Ottumwa, IA 52501

(641) 683-0650

<b>Owner:</b>
John Lee Boyer - Street Musician 13883 Rt V-64 Douds, IA 52551 641-451-1209

<b>Address</b>
Address: 13883 Rt V-64 City/State/Zip: Douds, IA 52551 Parcel No.: Tract No.: Block No.: Lot No.: Section:

<b>Permit:</b>
Permit No.: 2732 Permit Type: Canvasser & Solicitors

<b>Project:</b>
Issue Date: 10/21/2020 Expires: 10/15/2021 Valuation: \$0

<b>Construction Details:</b>
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Contractor	Phone
------------	-------

Item	GL Code	Amount
Canvasser & Solicitors	001-000-4165	\$0.00
<b>Total</b>		<b>\$0.00</b>

Date	Paid By	Payment Type	Amount
<b>Total Paid</b>			<b>\$0.00</b>



October 20, 2020

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

**SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS**

Recommend re-appointments to the Ottumwa Housing Authority, terms to expire 11/11/2022.

Gordon Aistrope  
10 Raynan Drive

Edward Lewis  
316 E. Maple

Recommend re-appointment to the Ottumwa Housing Authority, term to expire 11/22/2022.

Mike Sammons  
715 E. Williams

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

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

Council Meeting of : Oct 20, 2020

Christina Reinhard

Prepared By

Christina Reinhard

Department Head

City Clerk

Department

City Administrator Approval

AGENDA TITLE: Approve the renewal of the Lease with Pitney Bowes for a term of 60 months in a total amount of \$17,480.40

\*\*\*\*\*

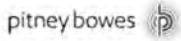
\*\*Public hearing required if this box is checked.\*\*

RECOMMENDATION: Approve the lease renewal with Pitney Bowes for a term of 60 months for a total amount of \$17,480.40.

DISCUSSION: The current lease with Pitney Bowes has expired. Our Pitney Bowes representative has provided a renewal lease that includes upgraded equipment, software upgrades, and maintenance. Payments can be made either monthly (60 at \$291.34) or quarterly (20 at \$874.02) which is similar to the current lease that has expired. All current features will be included on the new machine. Previously, our quarterly payments were \$911.31 so our renewal is a slight decrease. Rates are fixed and will not increase for the duration of the lease agreement. The City also received the government discount for pricing.

Source of Funds: General Fund

Budgeted Item:  Budget Amendment Needed: No



**NASPO ValuePoint FMV Lease Agreement (Option C)**

--	--	--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

**Your Business Information**

Full Legal Name of Lessee / DBA Name of Lessee Tax ID # (FEIN/TIN)

CITY OF OTTUMWA

**Sold-To: Address**  
 105 E 3RD ST, OTTUMWA, IA, 52501-2999, US

<b>Sold-To: Contact Name</b>	<b>Sold-To: Contact Phone #</b>	<b>Sold-To: Account #</b>
Chris Reinhard	641-683-0600	0011393016

**Bill-To: Address**  
 105 E 3RD ST, OTTUMWA, IA, 52501-2999, US

<b>Bill-To: Contact Name</b>	<b>Bill-To: Contact Phone #</b>	<b>Bill-To: Account #</b>	<b>Bill-To: Email</b>
Chris Reinhard	641-683-0600	0011393016	reinhardc@ci.ottumwa.ia.us

**Ship-To: Address**  
 105 E 3RD ST, OTTUMWA, IA, 52501-2999, US

*reinhardc@ottumwa.us*

<b>Ship-To: Contact Name</b>	<b>Ship-To: Contact Phone #</b>	<b>Ship-To: Account #</b>
Chris Reinhard	641-683-0600	0011393016

PO # **18445**

**Your Business Needs**

Qty	Item	Business Solution Description
1	SENDPROSERIES	SendPro P Series
1	1FWV	5lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APK2	SendPro P Basic Label Printer Package
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSA	Connect+ 145 LPM Speed
1	AZBA	SendPro P1000 Series
1	AZBE	SendPro P Series Mono Print Module
1	CAAB1	Basic Cost Accounting for PSeries
1	M9SS	Mailstream Intellink Services
1	ME1C	Meter Equipment - P Series, LV
1	MSD1	10" Color Touch Display



1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	NV10	InView TMR Web Acct Bundle Single only
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	NVMA	InView Dashboard - Single Meter
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM1	SoftGuard for SendPro P1000
1	STD SLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

**Your Payment Plan**

<b>Initial Term:</b> 60 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 291.34	\$ 874.02

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

**Your Signature Below**

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897  
State/Entity's Contract#  
\_\_\_\_\_  
*Christa Reinhard*  
Lessee Signature  
\_\_\_\_\_  
*Christina Reinhard*  
Print Name  
\_\_\_\_\_  
*City Clerk*  
Title  
\_\_\_\_\_  
*10-21-2020*  
Date  
\_\_\_\_\_  
*reinhard.c@ottumwa.us*  
Email Address

\_\_\_\_\_  
Pitney Bowes Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**Sales Information**

Gregory Kirk	gregory.kirk@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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

2020 OCT 16 AM 10:21

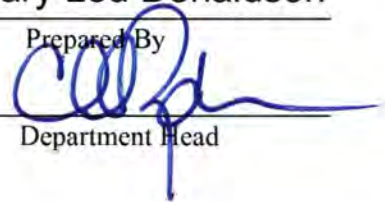
**\*\* ACTION ITEM \*\***

Council Meeting of: Oct 20, 2020

Police  
Department

Mary Lou Donaldson

Prepared By



Department Head

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

AGENDA TITLE: Approve the purchase of one (1) L-Tron OSC360 High Resolution Camera Image Capture Kit and one (1) L-Tron OSC360 Desktop Presentation Package for \$18,348.90.

\*\*\*\*\*

\*\*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 one (1) L-Tron OSC360 High Resolution Camera Image Capture Kit and one (1) L-Tron OSC360 Desktop Presentation Package for \$18,348.90.

DISCUSSION: The L-Tron OSC360 High Resolution Camera Image Capture Kit and Desktop Presentation Package were part of the 2020 JAG Grant application approved by the City Council on August 4, 2020. The department has been informed that we were awarded the grant. This camera kit will allow officers to capture and view 360-degree spherical images, associated GPS coordinates and compass information instantly. This information can be used for crime scene investigations, emergency planning, and training and will provide officers with an efficient and effective way to capture and preserve digital evidence. The L-Tron OSC360 Desktop Presentation Package will allow officers to easily

Source of Funds: 175-1-110-6627

Budgeted Item:  Budget Amendment Needed:

consolidate, organize, and connect all digital evidence from a case. The package includes extended software updates, upgrades, and maintenance. The department will receive \$13,143.00 from the grant towards the cost of the camera kit and presentation package. The remaining \$5,205.90 will come out of forfeitures.



7911 Lehigh Crossing, Suite 6, Victor, NY 14564  
 t. 585-383-0050 f. 585-383-0701

# Quotation

Number LTCQ18826-01

Date Jul 17, 2020

**To**  
**City of Ottumwa Police Department**  
 Jason Bell  
 bellj@ci.ottumwa.ia.us  
 330 W 2nd Street  
 Ottumwa, IA 52501  
 US  
 Phone: 641-683-0661  
 Fax:

**Inquiry:** Verbal  
**Sales Rep:** Dave Wakefield  
**Ship:** Ground  
**Delivery:** 2-4 weeks ARO  
**FCA:** Shipping point  
**Terms:** Net 30

Here is the quote you requested.

Qty	Part #	Description	Unit Price	Ext. Price
<b>OSCR360 High Resolution Capture Kit</b>				
1	OSCR-LAW-STD-DC-HR	OSCR360 Solution Standard Law Data Collection Kit with High Resolution Camera. Includes - OSCR360 data collection tablet software license - 8" Android Rugged Tablet - Tablet case - 360 Degree High Resolution Panoramic Camera with Lens Cover - Sensor Tube with GPS, and Compass sensors - Standard Tripod - Triple port USB Fast charger - Charging cables - Soft Equipment Carrying Case	\$5,290.00	<b>\$5,290.00</b>
1	OSCR-LAW-STD-DC-SMS	OSCR360 Tablet Software Updates, Upgrades, and Maintenance. First Year – REQUIRED –	\$559.00	<b>\$559.00</b>
1	INTRO-DC-SMS-SPECIAL	Introductory offer - Valid through 12/31/2020 Discount equal to first year SMS Contract	-\$559.00	<b>-\$559.00</b>
<b>OSCR360 Desktop Presentation Package Floating License</b>				
1	OSCR-FLT-PRO-DPS	OSCR360 Solution Professional Desktop Presentation Package. Licensed per User Includes: (1) OSCR360 Desktop Demonstrative Exhibit Development Software Floating concurrent user License	\$5,625.00	<b>\$5,625.00</b>
1	OSCR-FLT-PRO-DPS-SMS	OSCR360 Desktop Presentation Software Updates, Upgrades, and Maintenance for Floating License, First Year – REQUIRED –	\$1,124.00	<b>\$1,124.00</b>
1	INTRO-FLT-SMS-SPECIAL	Introductory offer - Valid through 12/31/2020 Discount equal to first year SMS Contract	-\$1,124.00	<b>-\$1,124.00</b>
<b>SUBTOTAL</b>				<b>\$10,915.00</b>

Jave Wakefield

Page 1 of 2

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - ALL HARDWARE PROPOSED ABOVE IS COVERED BY THE MANUFACTURERS WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY ON A DEPOT BASIS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE. DAMAGES RELATED TO THIS AGREEMENT, RETURNS WILL NOT BE ACCEPTED WITHOUT AN RMA NUMBER. STANDARD PARTS ARE SUBJECT TO A MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. RMA'S FOR NON DEFECTIVE MATERIALS WILL ONLY BE ISSUED WITHIN 21 DAYS OF SHIPMENT. RETURNS OF CUSTOM CONFIGURATIONS OR PARTS MAYBE SUBJECT TO MANUFACTURERS RESTRICTIONS. QUOTATION DOES NOT INCLUDE SHIPPING, OR ANY SALES TAXES OR DUTIES. CREDIT TERMS ARE SUBJECT TO APPROVAL BY THE FINANCE DEPARTMENT.

Qty	Part #	Description	Unit Price	Ext. Price
<b>Optional Capture Kit Maintenance (choose 1)</b>				
1	OSCR-LAW-STD-DC-SMS-1	OSCR360 Tablet Software Updates, Upgrades, and Maintenance (1 year extension, 2 years total)	\$559.00	\$559.00
1	OSCR-LAW-STD-DC-SMS-2	OSCR360 Tablet Software Updates, Upgrades, and Maintenance (2 year extension, 3 years total)	\$1,118.00	\$1,118.00
1	OSCR-LAW-STD-DC-SMS-3	OSCR360 Tablet Software Updates, Upgrades, and Maintenance (3 year extension, 4 years total)	\$1,643.00	\$1,643.00
1	OSCR-LAW-STD-DC-SMS-4	OSCR360 Tablet Software Updates, Upgrades, and Maintenance (4 year extension, 5 years total)	\$2,168.00	\$2,168.00
<b>Optional Desktop Software Maintenance Floating License (choose 1)</b>				
1	OSCR-FLT-PRO-DPS-SMS-1	OSCR360 Desktop Presentation Software Updates, Upgrades, and Maintenance for Floating License (1 yr extension, 2 yrs total)	\$1,124.00	\$1,124.00
1	OSCR-FLT-PRO-DPS-SMS-2	OSCR360 Desktop Presentation Software Updates, Upgrades, and Maintenance for Floating License (2 yr extension, 3 yrs total)	\$2,248.00	\$2,248.00
1	OSCR-FLT-PRO-DPS-SMS-3	OSCR360 Desktop Presentation Software Updates, Upgrades, and Maintenance for Floating License (3 yr extension, 4 yrs total)	\$3,305.00	\$3,305.00
1	OSCR-FLT-PRO-DPS-SMS-4	OSCR360 Desktop Presentation Software Updates, Upgrades, and Maintenance for Floating License (4 yr extension, 5 yrs total)	\$4,361.00	\$4,361.00
<b>Optional Special Use Tripods</b>				
1	OSCR-Indoor-Tripod	OSCR indoor tripod with small footprint	\$204.95	\$204.95
1	OSCR-Mast-275	OSCR 27.5 ft Tripod Mast. Carbon Fiber.	\$699.95	\$699.95

CITY OF OTTUMWA

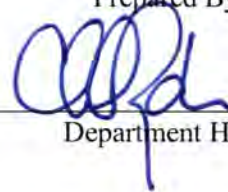
Staff Summary

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

Council Meeting of: October 20, 2020

Mickey Hucks

Prepared By



Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Towing Contract for the Ottumwa Police Department

\*\*\*\*\*

RECOMMENDATION: Award the contract to Deran's Towing. Authorize the purchasing agent for the City of Ottumwa to sign the contract.

DISCUSSION: This contract term is for a 12 month period and may automatically renew for 3 additional 12 month periods. The contract will provide towing, impounding, and storage of vehicles as deemed necessary by the Police Department. Two bids were mailed out and a public notice of the bidding was published.

## CONTRACT

This contract made and entered into in triplicate, at Ottumwa, Iowa this \_\_\_\_ day of \_\_\_\_\_, by and between the **CITY OF OTTUMWA**, hereinafter called the "**CITY**" and \_\_\_\_\_, hereinafter called the "**CONTRACTOR**".

1. The City of Ottumwa desires to designate a privately owned towing service to be used by the Ottumwa Police Department in the removal, impounding/towing, and storage of vehicles that are traffic hazards, illegally parked, and/or abandoned, or for any other reason deemed necessary by the Police Department. The towing service shall also tow police vehicles and change tires as necessary.
2. The term of the agreement shall be for a twelve month period. This contract may automatically renew for three additional twelve-month periods if both parties agree to do so. In the event either party desires not to renew the contract for the following year, said party shall notify the other sixty days before the anniversary date of the contract by certified mail. The initial contract will commence \_\_\_\_\_.
3. The Police Department agrees to exclusively utilize the Contractor for all services expressly stated herein except in the case of an emergency, default of this contract by the Contractor, in the event of a non-impound tow in which the vehicle's owner/driver specifically requests an alternate towing service, or if the Contractor is unavailable or cannot be contacted.
4. The Contractor shall tow/impound and store any vehicle upon order or direction of the Ottumwa Police Department. In the event an owner/operator of a vehicle to be towed arrives prior to the vehicle being removed and claims the vehicle, the Contractor may assess a call-out fee. If the fee is not paid, the Contractor may initiate legal action against the owner/operator for non-payment; however, the vehicle shall not be towed and shall be released. Neither the City nor the Police Department shall be liable for the call-out fee.
5. The Contractor shall be required to submit an invoice for any towing/storage/service fee to the Police Department within thirty days when such fee is to be paid by the



Ottumwa Police Department/City of Ottumwa.

6. The Contractor shall comply with all City and/or State documentation and record keeping requirements.
7. The base bid shall be for towing vehicles up to 10,000 pounds GVW. When approved by the Chief of Police or designee, towing fees in excess of the base bid may be charged for vehicles over 10,000 pounds GVW or in the event that the Contractor requires unusual or extraordinary time and labor to tow/impound a vehicle, which shall be fully noted on the appropriate invoices.
8. The Contractor shall provide, at a minimum, for the release of a vehicle to its owner during normal business hours. Normal business hours shall be defined as 8:00 am till 5:00 pm Monday through Friday and from 8:00 am till 12:00 noon on Saturday.
9. The Contractor shall provide and/or subcontract, maintain, and have available at all times adequate towing equipment and personnel necessary to respond to at least three Police towing requests simultaneously.
10. The Contractor must possess, acquire, or subcontract the necessary equipment to tow passenger cars, trucks, motorcycles, mopeds, semi-tractor/trailers, and other types of vehicles or conveyances normally encountered in both operable and inoperable condition.
11. The City requires the tow truck to arrive at the designated site within thirty minutes of the request for service. In the event the Contractor cannot be contacted or is unavailable, an alternate towing service can be used by the Police Department and the vehicle is unclaimed after being towed, the Contractor shall re-tow the vehicle to his storage facility within one business day at no cost to the City, and shall compensate the alternate towing service for all towing and storage fees.
12. The storage fee will be paid at the rate bid for each twenty-four hours or fraction thereof.
13. The City of Ottumwa will not be liable for any charge for the towing of a vehicle to any location other than that designated by the City.

14. The Contractor and/or his employees shall be prohibited from removing any part or personal property from a towed/impounded vehicle without having an Ottumwa Police Officer present.
15. A public sale of abandoned vehicles, pursuant to law, shall be held every twelve months or when determined to be appropriate by the City. The Contractor agrees to move the designated vehicles to be auctioned to a location to be designated by the City at no charge.
16. Storage fees for all vehicles towed or impounded by the Police Department, at the request of the Department, or when the Contractor is contacted by the Police Department shall not exceed the daily bid rate for the vehicle's entire storage period. Additionally, storage fees for such vehicles shall not accrue past forty-five days.
17. Storage facilities shall be located within five miles of the city limits of Ottumwa. **ALL** vehicles towed or impounded at the direction of the Police Department shall be stored at the identified storage facility unless directed otherwise by the Department. If the identified vehicle storage site is owned by a person, business, or entity other than the Contractor, documentation of an agreement for the utilization of the storage site shall be submitted with the bid proposal. All bidders shall submit with their proposal a letter from the appropriate zoning authority which states that the bidder's proposed vehicle storage site complies with applicable health and zoning codes/regulations of the City or County, as appropriate. All vehicle storage sites must be in compliance with applicable local, State, and Federal codes and license/permit requirements.
18. The Contractor shall provide for immediate communication between the Ottumwa Police Department and the wrecker operator(s) during service calls at no cost to the Ottumwa Police Department.
19. The Contractor shall accept ownership of abandoned vehicles and any other unclaimed motor vehicles towed at the request of the Police Department in lieu of towing and storage fees at the option of the City.
20. The Contractor will provide spaces to store a minimum of

fifty vehicles.

21. The Contractor shall maintain the following insurance coverage during the entire length of the contract:
  - A. If applicable, statutory workers compensation insurance. In the event the Contractor is not subject to workers compensation law, he/she must include a statement stating such.
  - B. Public liability, automobile liability, and garage keepers liability subject to the following limits:
    1. Public and automobile liability:
      - a. Bodily Injury - \$ 300,000 per person  
\$1,000,000 per occurrence or aggregate limit
      - b. Property Damage - \$ 100,000 per accident  
OR
      - c. Combined Single Limit - \$1,000,000 per occurrence
    2. Garage Liability
      - a. Bodily Injury - \$250,000 per person  
\$500,000 per accident
      - b. Property Damage - \$100,000 per accident  
OR
      - c. Combined Single Limit - \$500,000 per occurrence
    3. Garage keepers liability: Minimum acceptable limits of \$40,000 coverage to include these items:
      - a. Comprehensive subject to \$100 Deductible
      - b. Collision subject to \$100 deductibleGarage keepers insurance is to be written on a legal liability basis
    4. Personal Property of Others coverage is to be all-risk (special form) (legal liability) in an amount not less than \$5,000 subject to \$250 deductible

Certificates of Insurance listing this coverage must be submitted to the City Purchasing Agent by the Contractor prior to implementation of the contract. The City of Ottumwa shall be listed as Additional Named Insured on all policies. The Contractor shall indemnify and hold harmless the City of Ottumwa and all its officers or agents from any and all costs, expenses, and liability for damages and injuries to persons or property and liability of any kind or nature whatsoever arising from or

growing out of the performance of the service required.

22. The Contractor shall maintain and furnish proof of Department of Transportation certification of authority on all vehicles to be utilized in the performance of this proposal.
23. The Contractor shall offer a service that meets or exceeds these specifications. If the service offered deviates from these specifications, the bidder shall make an exception to each such deviation and shall identify these exceptions in their bidding proposal. In addition, the Contractor shall state why, in their opinion, the service they are bidding will render equivalent reliability and performance. Failure to do so will provide grounds for rejection of said Contractor's proposal.
24. The City of Ottumwa reserves the right to visit the bidder's facility after the awarding of the contract.
25. Each bidder submitting a bid shall execute and attach thereto, an affidavit in the form provided, to the effect that he/she has not colluded with any other person, firm, or corporation in regard to any bid submitted.
26. The bid documents and conditions contained herein will become part of the contract. The Contractor agrees to fulfill all such conditions and specifications contained within these documents.
27. The Contractor agrees that no member, officer, or employee of the City shall have direct or indirect interest in this contract or the proceeds thereof. Violations of this provision shall cause the contract to be null and void, and the Contractor will forfeit any payments to be made under this agreement.
28. The Contract shall be terminated and the Contractor shall be considered to be in default in the event the Contractor:
  - A. Is adjudged bankrupt
  - B. Makes a general assignment of debts for the benefit of creditors
  - C. Assigns this agreement without the written permission of the City
  - D. Fails to fulfill all conditions and specifications contained within this contract

E. Abandons or fails to fulfill the work covered by this contract

The City may, at its option impose liquidated damages of \$100 per day against the Contractor for the remaining portion of the contract in the event that the Contractor materially breaches this contract.

29. The bidder awarded the contract, if different from the current contract holder, agrees to tow to their facility, at no cost to the City, any vehicle(s) towed at the direction of the City in the custody of the prior contractor. The terms of this agreement, except for the payment of a tow fee, shall then apply to those vehicles.
30. It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal which in its opinion is in the best interest of the City.
31. Contractor hereby agrees to and shall defend, indemnify, and save harmless the City of Ottumwa, the Ottumwa Police Department, their officers, agents, and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the City or the Police Department, its employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinances, or order of decree.

Contractor shall, at the option of the City defend the City of Ottumwa, with appropriate council and shall further bear all costs and expenses, including the expense of council, in defense of any suit arising hereunder.

Contractor will insure a drug free environment in accordance with Federal regulation.

IN WITNESS WHEREOF, this Contract has been executed in triplicate on the date first herein written.

CITY OF OTTUMWA

Kristen Mitchell, Purchasing Agent

Contractor

By:

Address

ATTEST:

Chris Reinhard, City Clerk

CITY OF OTTUMWA  
TOW/IMPOUND, STORAGE, & SERVICE  
FEE AGREEMENT

*The successful bidder agrees to fulfill all conditions and specifications included in this proposal.*

FEE

- A. \$ 100 First tow within the City limits-base bid (See Contract #7).
- B. \$ 50 Second tow of the same vehicle within the City limits, typically from a police department facility to the storage facility.
- C. \$ 20 Storage for each twenty-four hour period or any portion thereof (See Contract #12 & #16).
- D. \$ 65 Unlocking car door.
- E. \$ 40 Traffic accident clean up when Contractor tows at least one of the vehicles involved. **\*\*\*Extreme Cases Only\*\*\***
- F. \$ 125/hr Winch vehicle.
- G. \$ 40 Disconnect drive train or other mechanical part.
- H. \$ 100 Towing vehicle with dolly or flatbed.
- I. \$ 50 After hours call to return vehicle.
- J. \$ 50 Tow police vehicle.
- K. \$ 35 Change tire on police vehicle.
- L. \$ 50 When owner/operator arrives to claim vehicle prior to vehicle being towed (See Contract #4).

Location of storage facility (See Contract #16):

10279 73rd St, Ottumwa, IA  
10751 73rd St, Ottumwa, IA  
10237 73rd St, Ottumwa, IA  
1191 Railroad St, Ottumwa, IA

} Approx 1 mile East of  
Ottumwa City limits

Describe storage facility:

7 Acres located @ 10279 73rd St, 9 Acres @ 10751 73rd St.  
9 Acres @ 1191 Railroad. 4 Buildings. All property  
is zoned Commercial. Office located @ 10237 73rd.

Description of equipment owned and/or subcontracted for use in this proposal (Contract #9 & #10):

1 50 ton Rotator w/ 3 Axles for heavy duty tow/Recovery  
3 medium duty Rollbacks  
3 medium duty Wreckers  
1 tandem axle Rollback  
2 Single Axle tow trucks  
2 tandem Axle tow trucks  
1 Landoll trailer w/ tractor  
1 Service truck  
1 wheel loader / 1 skidsteer loader  
\* Certificate of Insurance already on file @ City Hall \*

350+

Number of storage spaces (See #20).

**I understand and agree that only the specific fees and amounts listed in this contract may be billed or charged to an owner/operator of a motor vehicle, an insurance company, or any other person or entity for towing/impounding and/or storing a vehicle at the request of, or when contacted by, the Ottumwa Police Department, except when such towing/impounding requires unusual or extraordinary time and labor to tow/impound the vehicle and an increased fee is approved by the Chief of Police or designee. I further understand and agree that only the specific fees and amounts listed in this contract may be billed or charged to an**



*owner/operator of a motor vehicle, an insurance company, or any other person or entity for providing the designated services specified in this contract at the request of, or when contacted by, the Ottumwa Police Department, except when providing a designated service requires unusual or extraordinary time and labor and an increased fee is approved by the Chief of Police or designee. A violation of this, or any other provision of this contract, may be deemed a breach of contract and the contract declared to be null and void.*

Deran's Towing Service  
Company

  
Authorized Signature

8-31-2020  
Date

CITY OF OTTUMWA  
TOWING AND STORAGE  
ANTI-COLLUSION AGREEMENT

The successful bidder certifies:

1. That this proposal is genuine and is not made in the interest of or on behalf of an undisclosed person, firm, or corporation and is not submitted on conformity with any agreement of rules of any group, association, or corporation.
2. That he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal.
3. That he/she has not solicited or induced any person, firm, or corporation to refrain from bidding.
4. That he/she has not sought by collusion or otherwise to obtain for him/her any advantage over any other bidder.

Deran's Towing Service  
Name of Company

Deran Dawson  
Signature

Deran Dawson  
Printed Name

2025 11 10 10:10 AM

City of Ottumwa  
ATTN: City Clerk  
105 E. Third ST  
Ottumwa, IA 52501  
"Towing BID - Police"



## **BABE RUTH LEAGUE 14-YEAR-OLD WORLD SERIES – OTTUMWA 2021 PROJECTED ECONOMIC IMPACT**

Ottumwa Babe Ruth has been chosen to host the 2021 14-Year Old Babe Ruth World Series. This is one of the premier amateur baseball and softball programs in the world. For two weeks in August 2021, Ottumwa will host 9 of the best baseball teams from across our Country, including Ottumwa's own 14-Year Old Team.

In 2016, Ottumwa hosted the 13-Year-Old Babe Ruth World Series. There was an economic impact study conducted to measure the financial effect of the World Series on our Community. The study showed a \$3.24 million economic impact by hosting the event in Ottumwa. Surveys from visitors that attended the World Series were used to calculate the economic impact of the event, which revealed a significant financial benefit to the Ottumwa community. The standard formula used to calculate economic impact was derived from the National Association of Sports Commissions (NASC).

During the event, the city of Ottumwa hosted ten, 13-year-old teams, including over 150 players, managers, and their families. These teams and their families, along with ten National task force members and six umpires from around the country made Ottumwa their home for the two weeks of the Series. According to the surveys, the average family spent \$2,344.86 over the 11-day period. The average attendee spent \$64.65 a day and the average dollars spent by attendee was \$711.15 for the week. Neither the local team nor local visitors were captured in this survey indicating the economic impact was been greater than the amount calculated.

Over 8,800 individuals went through the gates of the World Series with an average daily attendance of 1,100 spectators.

Not only does this event bolster our economy but provides critical revenue to Ottumwa's Babe Ruth league. The cash injection to Ottumwa Babe Ruth will allow them to provide scholarships to players, pay for team shirts and caps, and support youth baseball for many years to come. Ottumwa Babe Ruth provides Ottumwa youth between the ages of 12-17 an opportunity to play baseball. This program helps hundreds of Ottumwa youth, including our High School baseball teams with a quality baseball experience. Our fields not only cater to our youth but attract other communities who play tournaments on our fields and spend money in our community.

OTTUMWA BABE RUTH PROJECT BUDGET

**ELECTRICAL**

LED lights

Wires ran underground

New electrical boxes

Move electrical transfer box

Wiring upgrade

**TOTAL COST** \$ 83,000.00

Alliant Energy Labor reduction \$ (8,000.00)

**FINAL ELECTRICAL COST** \$ 75,000.00

**Turf and Grounds**

Broad Leaf Control

Grub Control

Crab Grass Control

Edging

Landscaping

Weed Control

**FINAL TURF AND GROUND COST** \$ 10,000.00

**BATTING CAGES**

Pour cement slab

Turf covering

Batting Cage Netting

L-Screens

**FINAL BATTING CAGE COST** \$ 8,000.00

**FENCING**

Re-align backstop & overhead netting

Padded fence on Johnson Field

Padded backstops on both fields

Distance signs

**FINAL FENCING COST** \$ 13,000.00

**GROUNDS**

More gravel in common area

Roll cages on windows

Fix broken concrete

Paint and fix bleachers

**(2) baseball mound tarps** \$ 9,000.00

**MARKETING**

**T-Shirts, Dinner, tickets, social media** \$ 15,000.00

**TOTAL PROJECT COST** \$ 130,000.00



Our Outfield grass is in good shape, but we have a huge mole problem, which is partially contributed to grubs.



This is a picture of our infield grass. As you can see it is mostly weeds, no grass, and very hard ground. We will need to reseed, spray chemicals for weeds, and prepare. We have irrigation system so we are able to maintain going forward.



Larger picture of our infield





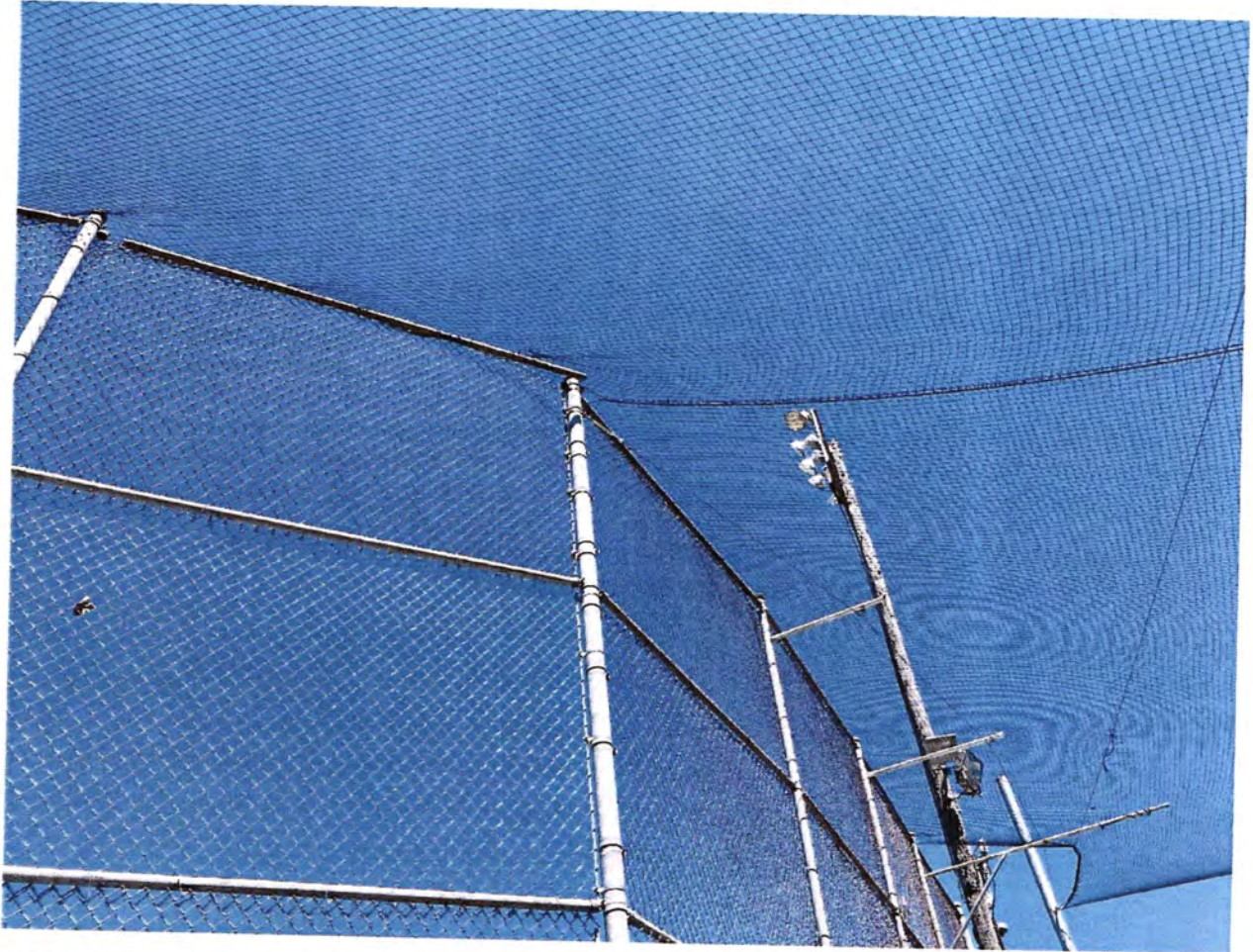
Weeds in out batting cages, dirt and gravel, and worn out netting.



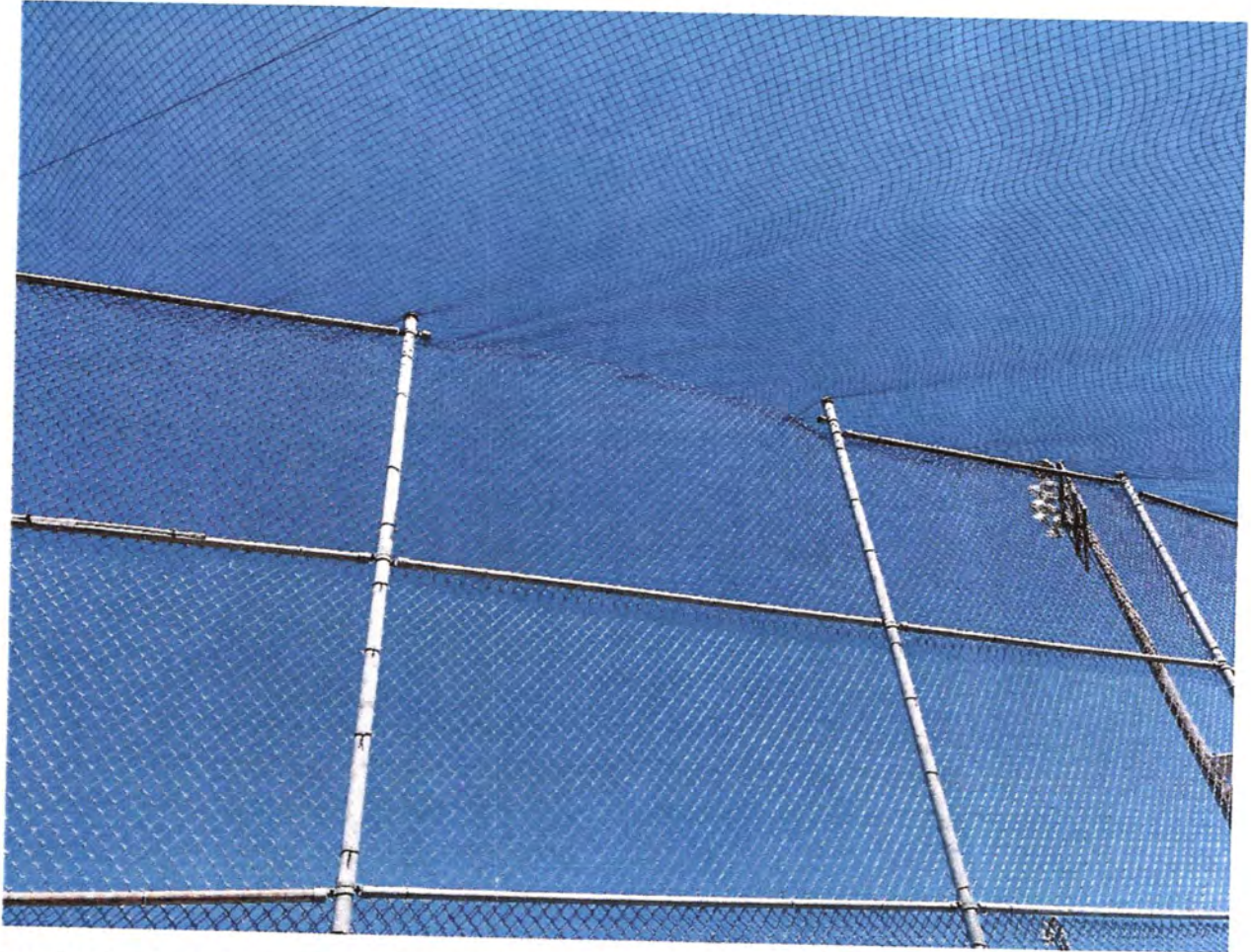
Another batting cage pic, with upclose look at hole in netting.



Picture of front of batting cage where hitter stands. Notice the holes in netting. Also, we had ot put down mats to help even out the worn gravel and so players did not slip.



Notice the overhead netting has pulled the fencing frame apart at top of fence.



Need to reinforce fence as netting has pulled cross bar off.



This is backstop, it is hard to see but the bottom of fence is curled up which can let a ball thru or catcher get their foot caught on.



Closer look at back stop fencing curled up at bottom.

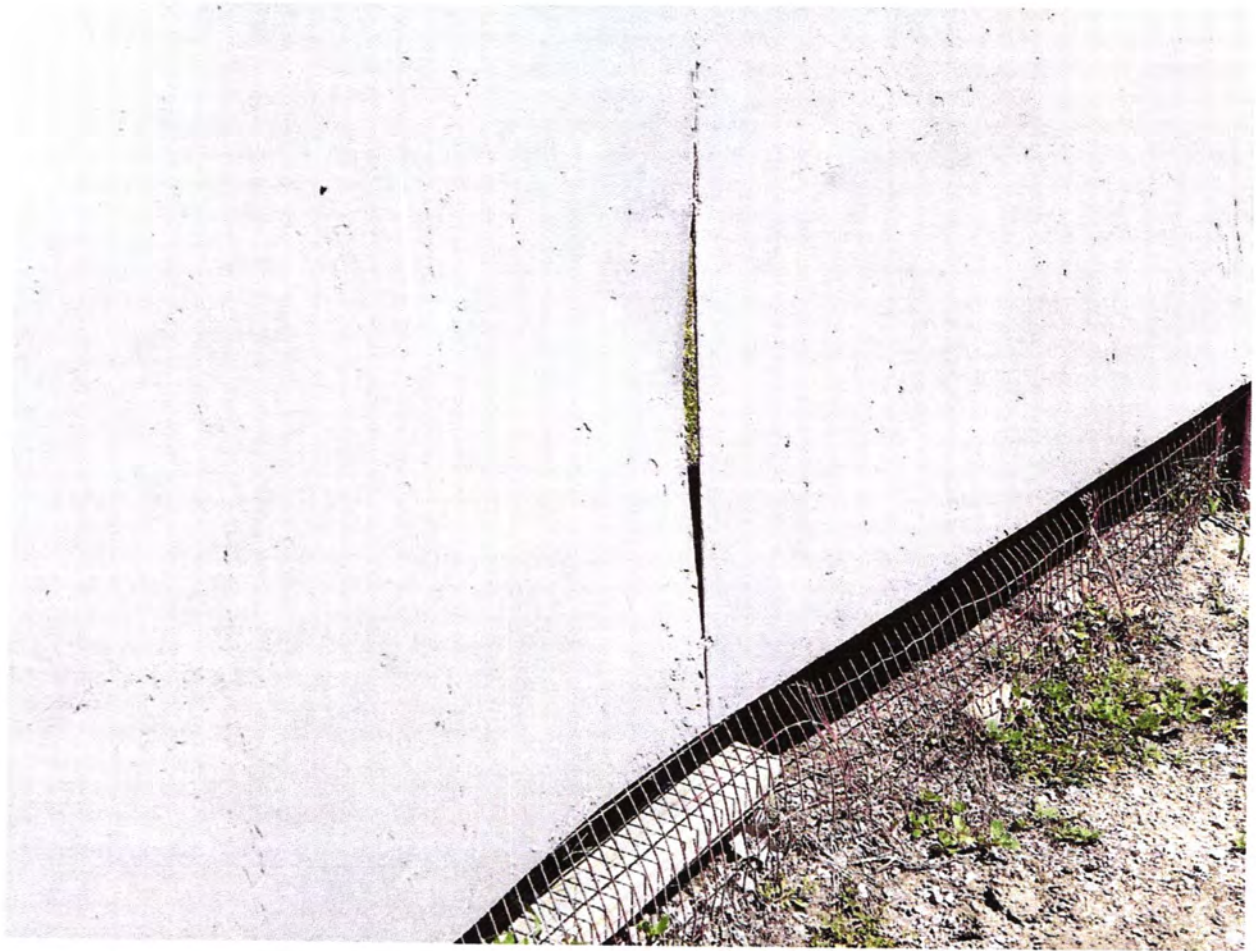


Outfield fence coming apart.

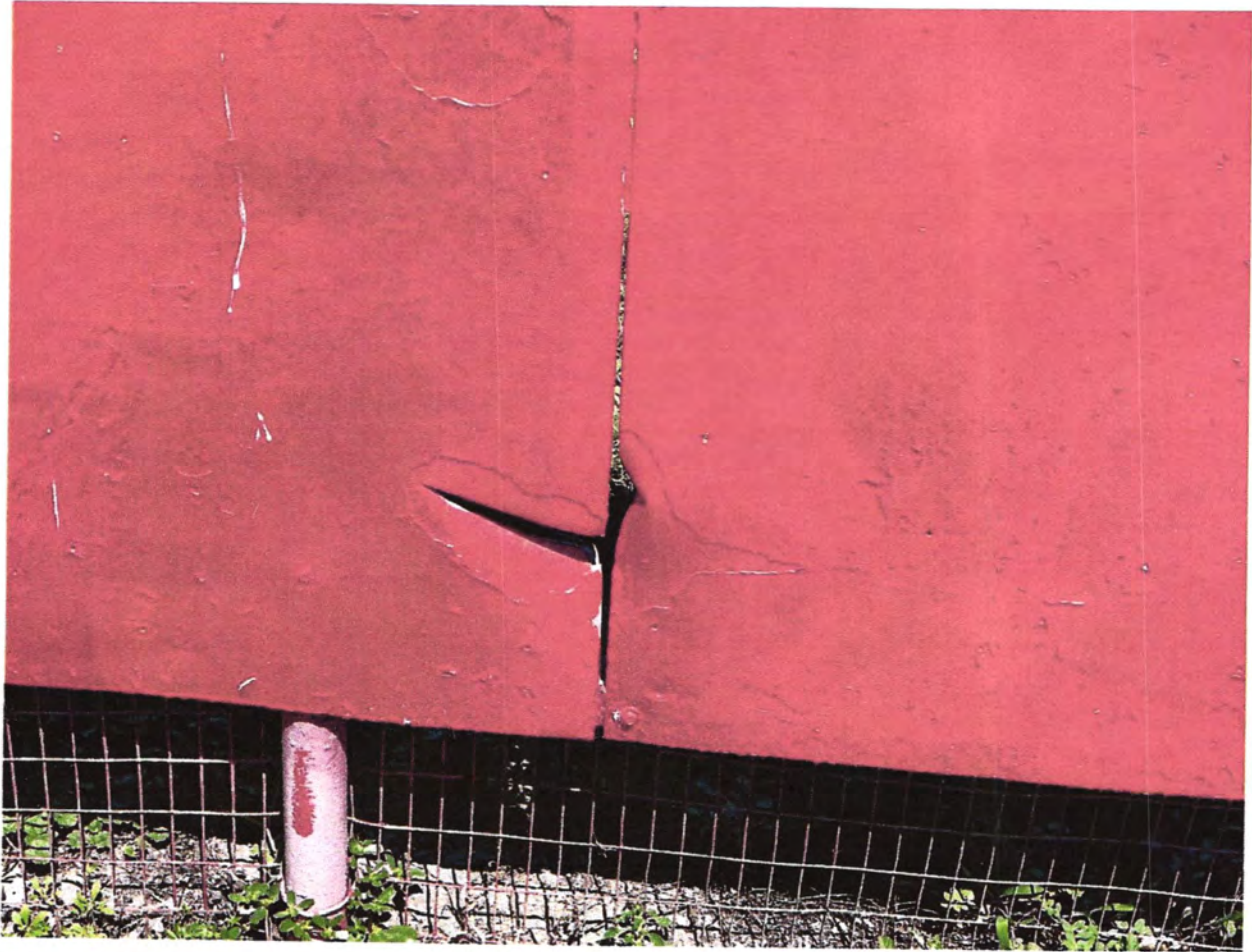




Hole in fencing



Outfield fence coming apart



Jagged and torn metal fencing.



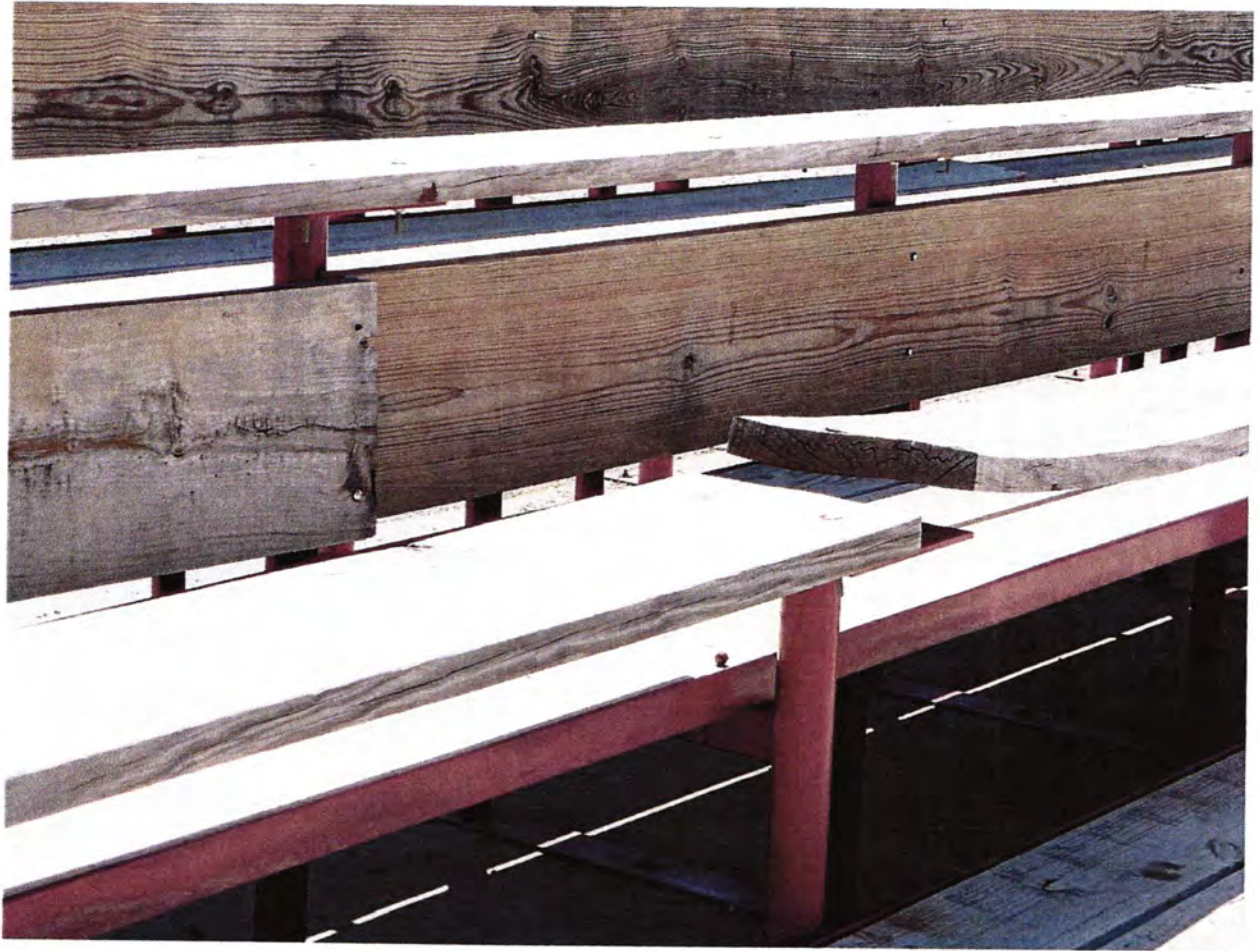
Cracked and broken concrete we need to repair



We need pull down roll cages for our windows, as vandals continue to break our windows out. We are forced to board up our windows until we are able to get pull down roll cages.



Replace boards and paint



Replace board and paint



High Voltage Electrical Transformer in front of concessions.





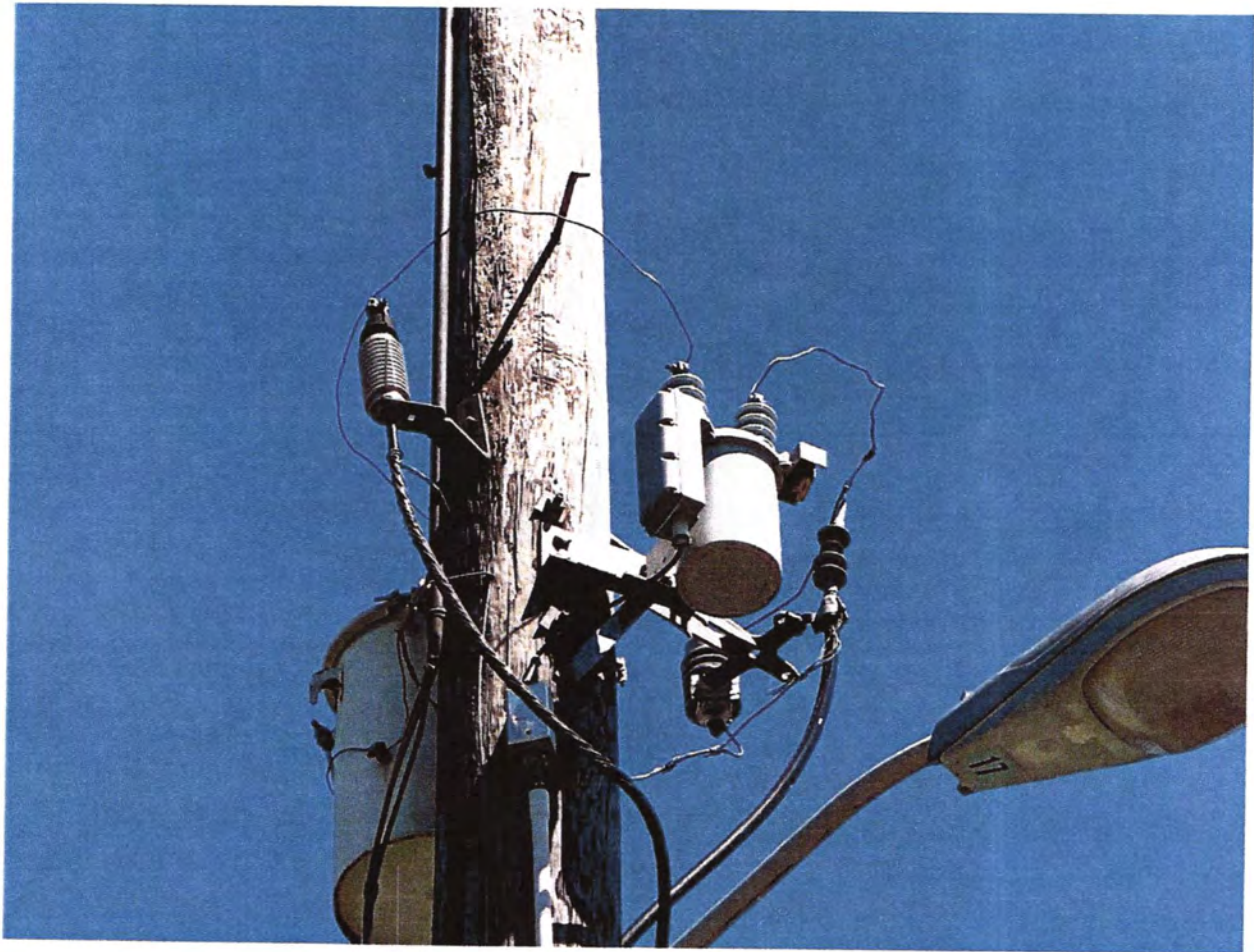
Picture of High Voltage warning sign on Transformer box.



Overhead exposed wiring on light pole from transformer. When it rains, the wiring sends sparks to the ground.



Electrical Box



Another picture of overhead wiring that will need to be put underground for safety concerns.



We need weed control for our warning track.



Additional gravel needed to fill worn out areas and weed control.



Additional gravel and weed control



Landscaping needs freshened up and weed control





Landscaping needs freshened up and weed control



Mole problems

# Ottumwa's Only Free Online Newspaper

641-208-5505

## Securing a Better Baseball Future Releases Community Economic Impact Numbers from the 2016 Babe Ruth World Series

*Posted on November 22, 2017 by [ottumwapost](#) in [Local News](#)*



<https://ottumwapost.files.wordpress.com/2017/11/website-headers4.jpg>

OTTUMWA-Securing a Better Baseball Future (SBBF), the non-profit organization that hosted the 2016 13 Year-Old Babe Ruth World Series in Ottumwa has released economic impact results from the event, held in August of last year.

Announced today by SBBF President and World Series Task Force Co-Chair Joe Schulz, numbers showed a \$3.24 million economic impact by hosting the event in Ottumwa. Surveys from visitors that attended the World Series were used to calculate the economic impact of the event, which revealed a significant financial benefit to the Ottumwa community. The purpose of this study was to gather and research the data to determine the economic impact of the 2016 13 Year Old Babe Ruth World Series.

This was the first Babe Ruth World Series held in Ottumwa Iowa and was the first held in the Midwest in several years. Event organizers surveyed the participants that attended the eleven day event. A total of 74 surveys were completed and returned by attendees and calculated by the World Series Task Force. The Task Force studied several different formulas that figured economic impact for sporting events. The standard formula used was derived from the National Association of Sports Commission (NASC).

During the event, the city of Ottumwa hosted ten, 13 year old teams, including over 150 players, managers, and their families. These teams and their families, along with ten National task force members and six umpires from around the country made Ottumwa their home for the two weeks of the Series. According to the surveys, the average family spent \$2,344.86 over the 11 day period. The average attendee spent \$64.65 a day and the average dollars spent by attendee was \$711.15 for the week. Neither the local team nor local visitors were captured in this survey indicating the economic impact was been greater than the amount calculated.

"The Babe Ruth World Series was more than just a baseball tournament. We were able to showcase the great things going on in the city of Ottumwa to a national audience," said Schulz. "It took a significant investment, nearly \$150,000 to host this event, but our local businesses and other partners came together to fundraise the money because they recognized this to be a great opportunity for our community," Schulz added.

The local World Series Task Force spent over a year planning this event before it came to Ottumwa. In August, along with the daily baseball games, there were several community events where the public was invited to participate. Over 8,800 individuals went through the gates of the World Series with an average daily attendance of 1,100 spectators.

"We were so humbled to have such great community involvement and support for this event," said Holly Dommer, SBBF Vice President and Co-Chair of the World Series Task Force. "Ottumwa really shined during these two weeks, and this event would not have been possible without the investment of local businesses, partners and the community. We are truly proud to have helped make this happen," Dommer said.

Facility upgrades were made to the complex, including a new double batting cage, foul ball protection system, four sets of bleachers, and electrical and lighting upgrades, among others. The Task Force helped steer the spending of an additional \$150,000.00 in facility improvements. These upgrades are permanent which will benefit youth in the community for many years. SBBF was pleased by the overwhelming positive feedback that National Babe Ruth had in regards to the complex as well as how the community supported the 2016 World Series. Both organizations are working together in the hopes of bringing the Babe Ruth World Series back to the Ottumwa community in the summer of 2019.

Securing a Better Baseball Future (SBBF) is a 501(c)(3) Board that was created in the summer of 2014 to help make safety and structural improvements to the two field complex known as the Babe Ruth Fields in Greater Ottumwa Park. The Board provides funding and support to programs that assist youth in developing the qualities of citizenship, discipline, teamwork and physical well-being. The organization strives to provide a safe atmosphere that provides the fundamental principles (sportsmanship, fair play and teamwork) youth can use later in life to become good citizens.

- Babe Ruth
- Babe Ruth World Series
- Baseball
- Securing a Better Baseball Future

Ottumwa Post

641-208-5505

[walter@saveottumwa.com](mailto:walter@saveottumwa.com)

Social



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**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Oct 20, 2020

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Request to reject proposals received for RFP for curbside collection of non-commercial solid waste, recyclables, bulky items and yard waste within the City of Ottumwa, Iowa.

\*\*\*\*\*

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

RECOMMENDATION: Reject all proposals received for RFP for curbside collection of non-commercial refuse, recyclables, bulky items and yard waste within the City of Ottumwa, Iowa and re-solicit.

DISCUSSION: On June 16, 2020 the City Council authorized staff to proceed with the solicitation of proposals for a successor contract for the non-commercial collection of solid waste, recyclables, bulky items, and yard waste. The contract under this process was for an initial ten-year period. Following a pre-submission meeting held on July 9, 2020 where four companies attended in person and one company submitted questions ahead, the potential for an additional five-year extension was added to the process.

The City received two proposals by the deadline and both companies were

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

interviewed by an evaluation committee comprised of staff on September 2. The committee evaluated the companies based upon the contractors qualifications and experience, how well contractors seemed to understand the collection program, the contractor's methodology for providing service, how contractors would address missed collections and help provide customers information on Ottumwa's refuse and recycling programs and on their proposed rates as presented. Points were assigned to each contractor for each of these areas by each evaluator. When the scores were combined Sparta had a total of 556 points and Bridge City Sanitation had a total of 414 points.

The evaluators were impressed with the responses from Sparta, the commentary from the reference checks, and the reduced rate over the life of the ten-year contract. Based on these factors, staff had recommended awarding the contract to Sparta Waste Services. At the September 15 meeting the council postponed the decision on the proposed resolution from staff. On September 29 the council held a special meeting at Bridge View Center to resume the discussions, "interview" the firms, and allow comment from the public. Following an extensive question and answer period which focused on prior service concerns, proposed remedies, and reduced contract terms; the council voted to reject Resolution 205-2020.

Prior to the vote Administrator Rath was asked and informed the council that a vote in favor of the resolution would award the contract to Sparta for a ten-year period as indicated in the resolution and the original Request For Proposal and that a vote against would allow the city to 1) present a resolution to offer the contract to Bridge City, 2) present a different resolution to offer the contract to Sparta, 3) Reject the proposals and start the process over with the revised terms.

Based upon the conversation and inquiries made at the September 29 meeting it appeared the City Council may have had reservations over the outlined ten-year agreement, which both vendors based their submitted proposals upon. Alternatively there appeared to be an interest in providing a "second chance" agreement to Bridge City with an "opt-out" for the City if the stated service issues did not improve. If either of these observations is valid...the best option in my opinion would be to reject both proposals and re-solicit with the terms and options the City Council desires. While it is possible to write some of the recommendations into a contract - enforcing them is another matter. Additionally, I am not comfortable on how this process has unfolded...and I fear a potential for additional cost and potential legal claims. There is time and I would recommend in the interests of the City to reset the process - reject both proposals, revise the request, and re-solicit for services.

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

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

Council Meeting of : Oct 20, 2020

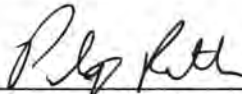
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Wapello County Board of Supervisors request for partnership funds for Test Iowa Site in Ottumwa.

\*\*\*\*\*

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

RECOMMENDATION: Enter into a 28E agreement with Wapello County to apply for FEMA funding to provide financial support for the Test Iowa Site in Ottumwa, Iowa.

DISCUSSION: The City received a letter (dated October 5) from the Wapello County Board of Supervisors requesting funds to support the re-establishment of a Test Iowa Site in Ottumwa, Iowa. Prior to the official request for \$63,614.28 (50% of the \$127,228.56 total project cost). This amount is for the hosting a site over a thirteen week period.

Previously staff took a meeting with Tim Richmond and Lynelle Diers to introduce the project. At that meeting staff recognized the importance of doing everything possible to combat the current pandemic, but highlighted the current financial constraint of the City.

Source of Funds:

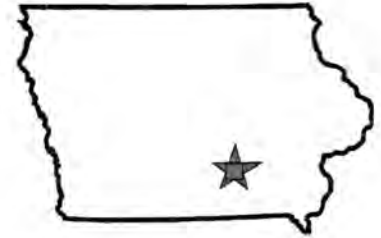
Budgeted Item:  Budget Amendment Needed: Yes



Upon hearing the project was moving forward City Administrator Rath submitted a few questions in an attempt to verify the re-establishment of the Test Site was the best resolution. To date, responses to these questions have not been provided.

Although I believe these responses would benefit the City Council in a decision to amend the budget - most likely requiring a reduction in another service or area of the budget to fund this request; there may be another option. The City could apply for funding from FEMA to contribute toward the project. Should the City Council decide to follow this path, I would recommend entering into a 28E Agreement to identify the expectations of all parties.

# Wapello County Board of Supervisors



215 N. Court Street  
Ottumwa, Iowa 52501  
Phone (641) 683-4630  
Fax (641) 683-6390

October 5, 2020

City of Ottumwa  
ATTN: City Administrator Rath  
105 E Third  
Ottumwa, IA 52501

Dear Mr. Rath:

I'm writing today to request partnership funds be allocated from CARES Act monies to help offset cost created by the creation of the Test Iowa Site that's being established for the next 13 weeks here in Ottumwa.

Total cost of the project is \$127,228.56. The County respectfully requests 50% cost reimbursement of the testing site, and all staging to be associated with said project.

A few questions that was asked by City Administrator Rath to the effect of "is testing the best use of these funds?" I asked these questions to Tim Richmond, Emergency Management Director and Lynelle Diers, Director of Public Health. Their advice from information they gathered through the healthcare coalition, as well as local clinics, and healthcare providers in our community, is that testing is the number one need in combating the virus and helping to keep our economy moving and schools open.

Thank you all for your consideration of this very important matter, and we look forward to working with the City on this project.

Sincerely,

  
R. Brian Morgan  
Chair Wapello County Board of Supervisors

Cc: Honorable Mayor Lazio and Members of the  
Ottumwa City Council

BM/db

Jerry L. Parker

R. Brian Morgan

Wayne Hull

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

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

Council Meeting of : Oct 20, 2020

Planning & Development  
Department

Kevin C. Flanagan  
Prepared By  
Kevin C. Flanagan  
Department Head

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

AGENDA TITLE: Resolution NO. 200-2020 a Resolution to vacate and dispose of City owned real property known as Parcel A, a portion of Wildwood Park, located on West Finley Avenue

\*\*\*\*\*

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

RECOMMENDATION: Approve and Pass Resolution NO. 200-2020.

DISCUSSION: This resolution will vacate a portion of Wildwood Park, known as Parcel A, to Dennis R and Linda K Cottrell, who are the owners of 216 Wildwood, which is contiguous with Parcel A.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

RESOLUTION NO. 200-2020

A RESOLUTION TO VACATE CITY-OWNED REAL PROPERTY KNOWN AS "PARCEL A", A PORTION OF WILDWOOD PARK LOCATED ON WEST FINLEY AVENUE CONTIGUOUS WITH 216 WILDWOOD DRIVE IN OTTUMWA, WAPELLO COUNTY, IOWA

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

WHEREAS, Resolution #197-2020 set a public hearing to consider this request for vacation; and

WHEREAS, notice of said public hearing to consider this request was published in The Ottumwa Courier, and

WHEREAS, the intent of the Ottumwa City Council now is to vacate the property legally described as follows:

Parcel A of the Southwest Quarter of Section 26 – Township 72 North – Range 14 West of the 5<sup>th</sup> P.M., City of Ottumwa, Wapello County, Iowa being a part of Finley Avenue right-of-way as presently established. Said Parcel A is more particularly described as follows: Beginning at the Northeast corner of Lot 52 in Wildwood Countryside Addition as shown on the plat thereof recorded in Plat Book W on Page 47 in the Office of the Wapello County Recorder; thence South 68°58'35" East 28.17 feet; thence Southwesterly 77.75 feet along a 130 foot radius non-tangent curve concave Southeasterly and having a chord which bears South 38°14'35" West 76.59 feet to the Southeast corner of the North 70 feet of said Lot 52; thence North 15°46'50" East 63.80 feet along the East line of said Lot 52; thence Northeasterly along said East line 9.64 feet along a 72 foot radius curve concave Southeasterly and having a chord which bears North 23°00'40" East 9.63 feet to the Point of Beginning. Said Parcel A contains 774 square feet, subject to the retention of all easement rights for utilities and ingress and egress for the same.


WHEREAS, said property is contiguous to private property known as 216 Wildwood Drive; and

WHEREAS, the Ottumwa City Council has deemed it in the best interest of the City that said property be vacated and that ownership of said property should rightly be transferred to the owner of 216 Wildwood Drive; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: the above described portion of Wildwood Park is hereby vacated.

APPROVED, PASSED, AND ADOPTED this 20th day of October 2020.

CITY OF OTTUMWA, IOWA

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

ATTEST:



Chris Reinhard, City Clerk

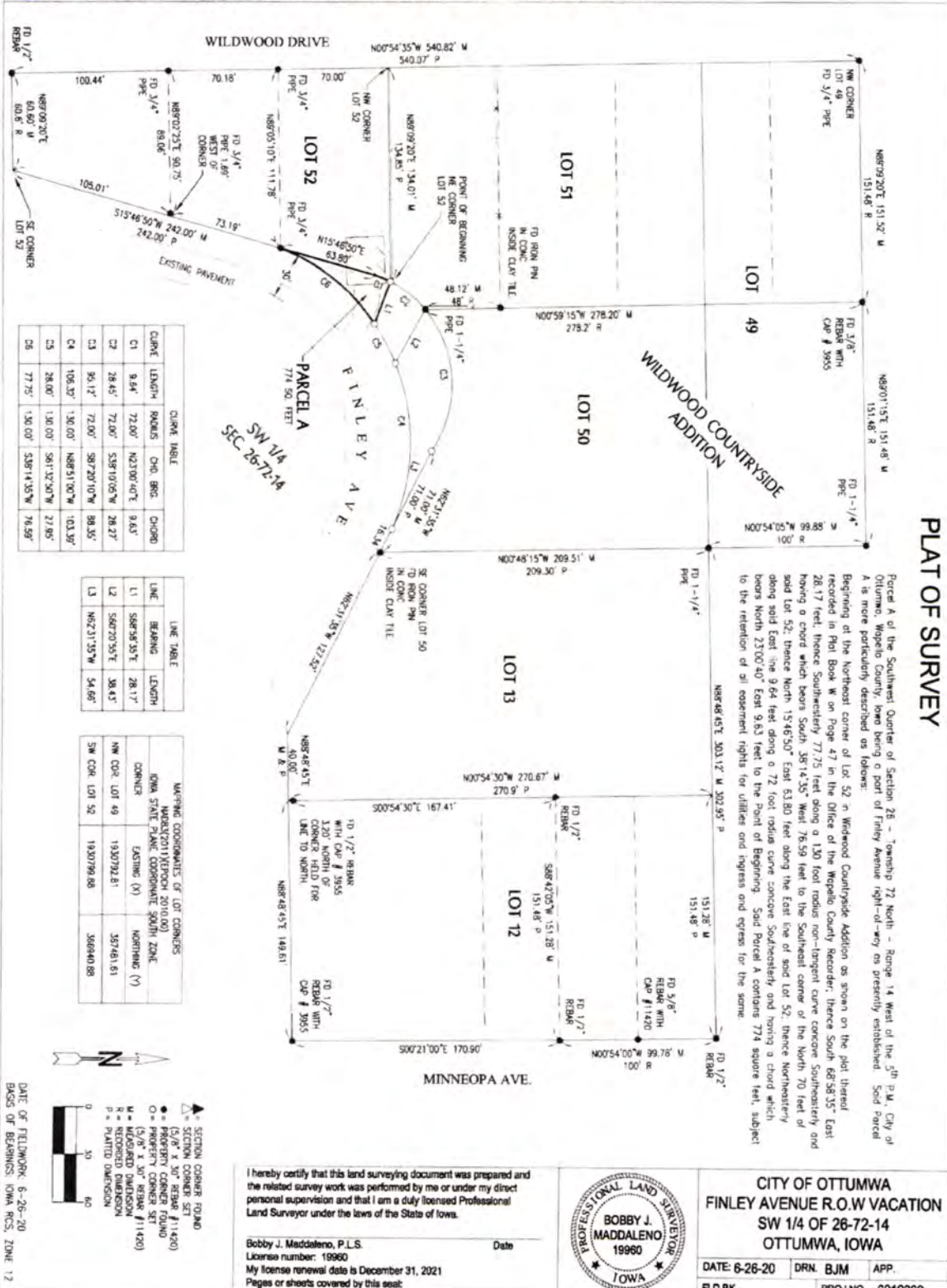
INDEX LEGEND	
LOCATION:	SW 1/4 OF SECTION 26-72-14, CITY OF OTTUMWA
PROPRIETOR:	CITY OF OTTUMWA
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE



# PROOF OF PUBLICATION

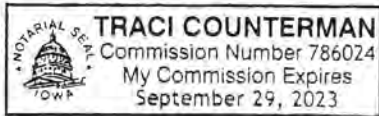
STATE OF IOWA  
WAPELLO COUNTY

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

218 Wildwood Parcel A

City of Ottumwa

was published in said newspaper for 1 consecutive weeks to-wit: 10/13/2020 hereto attached before me, and in my presence, by the said 13th day of October, 2020 Subscribed and sworn to



*Traci Counterman*

Notary Public

In and for Wapello County

Printer's fee \$ 28.01

## COPIES OF ADVERTISEMENT

PUBLIC NOTICE  
NOTICE OF PUBLIC HEARING  
NOTICE OF INTENT TO  
VACATE CITY OWNED REAL  
PROPERTY KNOWN AS "PAR-  
CEL A", A PORTION OF WILD-  
WOOD PARK LOCATED ON  
WEST FINLEY AVENUE CON-  
TIGUOUS WITH 216 WILD-  
WOOD DRIVE IN OTTUMWA,  
WAPELLO COUNTY, IOWA  
Notice is hereby given that the  
City Council of the City of  
Ottumwa, Iowa will hold a public  
hearing Tuesday, October 20,  
2020 at 5:30 P.M. in the City Hall

in the City of Ottumwa, Iowa on  
its intent to vacate city-owned  
real property described as fol-  
lows: Parcel A of the Southwest  
Quarter of Section 26 -  
Township 72 North - Range 14  
West of the 5th P.M., City of  
Ottumwa, Wapello County, Iowa  
being a part of Finley Avenue  
right-of-way as presently estab-  
lished. Said Parcel A is more  
particularly described as fol-  
lows: Beginning at the  
Northeast corner of Lot 52 in  
Wildwood Countryside Addition  
as shown on the plat thereof  
recorded in Plat Book W on  
Page 47 in the Office of the  
Wapello County Recorder;  
thence South 68°58'35" East  
28.17 feet; thence  
Southwesterly 77.75 feet along  
a 130 foot radius non-tangent  
curve concave Southeasterly  
and having a chord which bears  
South 38°14'35" West 76.59  
feet to the Southeast corner of  
the North 70 feet of said Lot 52;  
thence North 15°46'50" East  
63.80 feet along the East line of  
said Lot 52; thence  
Northeasterly along said East  
line 9.64 feet along a 72 foot  
radius curve concave  
Southeasterly and having a  
chord which bears North  
23°00'40" East 9.63 feet to the  
Point of Beginning. Said Parcel  
A contains 774 square feet, sub-  
ject to the retention of all ease-  
ment rights for utilities and  
ingress and egress for the  
same. All persons interested in  
the intent to vacate said prop-  
erty are invited to be present at  
the public hearing at 5:30 P.M.  
October 20, 2020 to present  
their objections, or arguments  
for the intent to vacate said  
property. FOR THE CITY OF  
OTTUMWA, IOWA Christina  
Reinhard, City Clerk

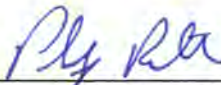
**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of : Oct 20, 2020

Planning & Development  
Department

Kevin C. Flanagan  
Prepared By  
Kevin C. Flanagan  
Department Head



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

AGENDA TITLE: Resolution NO. 201-2020 a Resolution to vacate and dispose of City owned real property known as Parcel B, a portion of Wildwood Park, located on West Finley Avenue

\*\*\*\*\*

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

RECOMMENDATION: Approve and Pass Resolution NO. 201-2020.

DISCUSSION: This resolution will vacate a portion of Wildwood Park, known as Parcel B, to Orada and Kristina Phengsiaroun, who are the owners of 218 Wildwood, which is contiguous with Parcel B.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



RESOLUTION NO. 201-2020

A RESOLUTION TO VACATE CITY-OWNED REAL PROPERTY KNOWN AS "PARCEL B", A PORTION OF WILDWOOD PARK LOCATED ON WEST FINLEY AVENUE CONTIGUOUS WITH 218 WILDWOOD DRIVE IN OTTUMWA, WAPELLO COUNTY, IOWA

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

WHEREAS, Resolution #198-2020 set a public hearing to consider this request for vacation; and

WHEREAS, notice of said public hearing to consider this request was published in The Ottumwa Courier, and

WHEREAS, the intent of the Ottumwa City Council now is to vacate the property legally described as follows:

Parcel B of the Southwest Quarter of Section 26 – Township 72 North – Range 14 West of the 5<sup>th</sup> P.M., City of Ottumwa, Wapello County, Iowa being a part of Finley Avenue right-of-way as presently established. Said Parcel B is more particularly described as follows:  
Beginning at the Northeast corner of Lot 52 in Wildwood Countryside Addition as shown on the plat thereof recorded in Plat Book W on Page 47 in the Office of the Wapello County Recorder; thence Northeasterly 28.45 feet along the Southeasterly line of Lot 51 of said Wildwood Countryside Addition along a 72 foot radius curve concave Southeasterly and having a chord which bears North 38°10'05" East 28.27 feet; thence South 60°20'55" East 38.43 feet; thence Southwesterly 28.00 feet along a 130 foot radius non-tangent curve concave Southeasterly and having a chord which bears South 61°32'50" West 27.95 feet; thence North 68°58'35" West 28.17 feet to the Point of Beginning. Said Parcel B contains 849 square feet, subject to the retention of all easement rights for utilities and ingress and egress for the same.

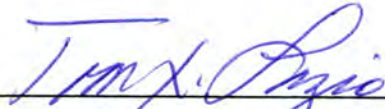
WHEREAS, said property is contiguous to private property known as 218 Wildwood Drive; and

WHEREAS, the Ottumwa City Council has deemed it in the best interest of the City that said property be vacated and that ownership of said property should rightly be transferred to the owner of 218 Wildwood Drive; and



NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: the above described portion of Wildwood Park is hereby vacated.

APPROVED, PASSED, AND ADOPTED this 20th day of October 2020.

CITY OF OTTUMWA, IOWA

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

ATTEST:

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

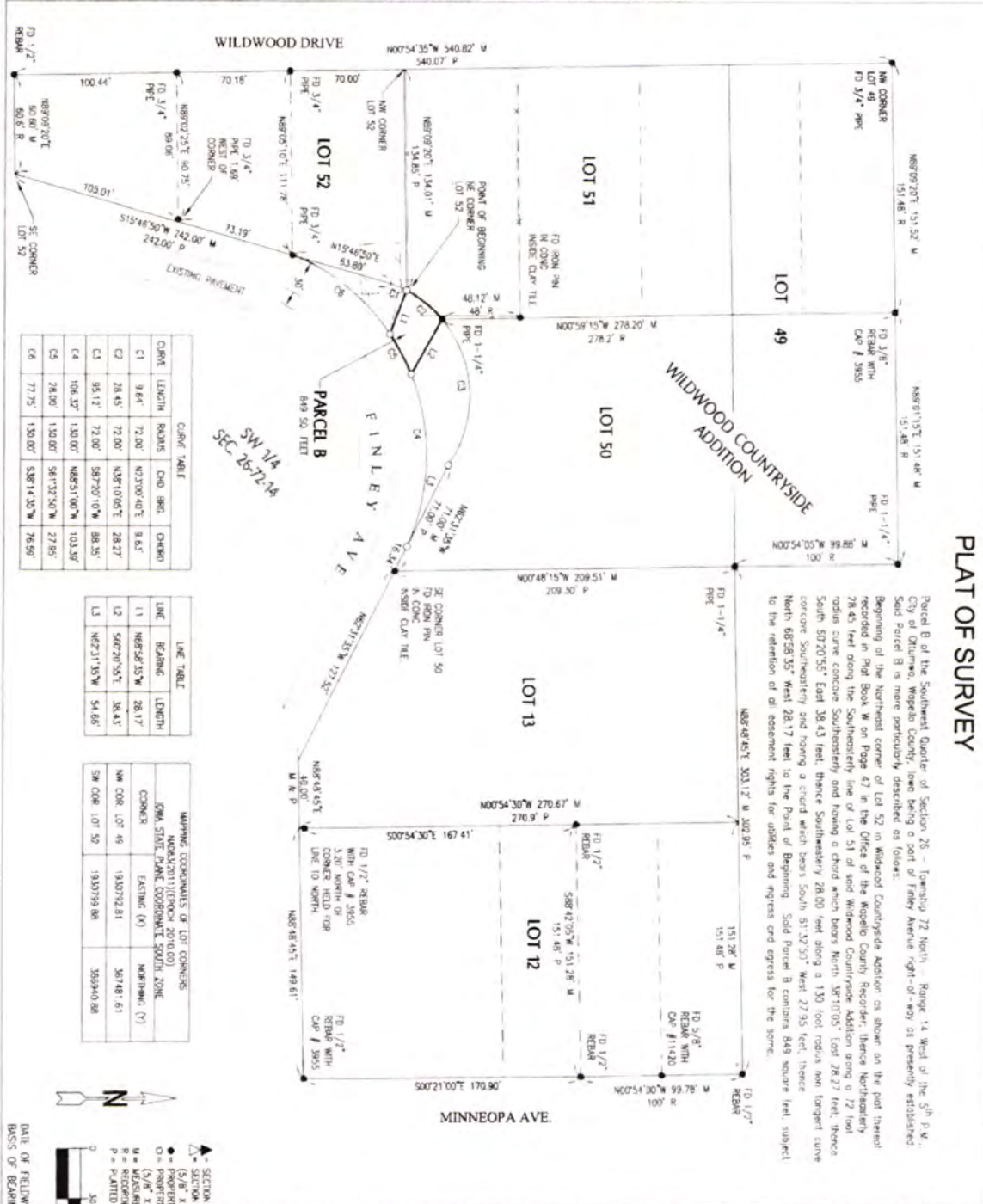
INDEX LEGEND	
LOCATION:	SW 1/4 OF SECTION 26-72-14, CITY OF OTTUMWA
PROPRIETOR:	CITY OF OTTUMWA
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE



PLAT OF SURVEY

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD BEG.	CHORD END	CHORD
C1	9.64'	72.00'	N07200°40'E	9.63'	9.63'
C2	28.45'	72.00'	N07100°25'E	28.27'	28.27'
C3	95.12'	72.00'	N07200°10'W	88.35'	88.35'
C4	106.37'	130.00'	N07510°07'W	103.37'	103.37'
C5	218.00'	130.00'	S04130°30'W	27.85'	27.85'
C6	77.75'	130.00'	S08°14'30"W	75.59'	75.59'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N0750°55'W	28.17'
L2	S07°20'55"E	38.43'
L3	N07°31'35"W	54.85'

WARNING COORDINATES OF LOT CORNERS			
QUAD	SECTION	TOWNSHIP	RANGE
N04°20'11" (PROJ. 2010.00)	20	10	14
N04°20'11" (PROJ. 2010.00)	20	10	14
N04°20'11" (PROJ. 2010.00)	20	10	14
N04°20'11" (PROJ. 2010.00)	20	10	14

DATE OF FIELDWORK: 6-26-20  
 BASIS OF BEARINGS: IOWA REG. ZONE 12

Parcel B of the Southwest Quarter of Section 26 - Township 72 North - Range 14 West of the 5th P.M., City of Ottumwa, Wapello County, Iowa being a part of Finley Avenue right-of-way as presently established. Said Parcel B is more particularly described as follows:  
 Beginning at the Northeast corner of Lot 52 in Wildwood Countryside Addition as shown on the plat thereof recorded in Page Book W on Page 47 in the Office of the Wapello County Recorder; thence Northwesterly 78.43 feet along the Southerly line of Lot 51 of said Wildwood Countryside Addition along a 72 foot radius curve concave Southerly and having a chord which bears North 38°10'05" East 28.27 feet; thence South 50°20'55" East 38.43 feet; thence Southerly 28.00 feet along a 130 foot radius non tangent curve concave Southerly and having a chord which bears South 51°32'50" West 27.85 feet; thence North 68°58'35" West 28.17 feet to the Point of Beginning. Said Parcel B contains 849 square feet, subject to the retention of all easement rights for utilities and ingress and egress for the same.

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Bobby J. Maddaleno, P.L.S. Date  
 License number: 19960  
 My license renewal date is December 31, 2021  
 Pages or sheets covered by this seal:



CITY OF OTTUMWA FINLEY AVENUE R.O.W VACATION SW 1/4 OF 26-72-14 OTTUMWA, IOWA			
DATE: 6-26-20	DRN: BJM	APP:	
FLD BK:	PROJ. NO. 6019269		

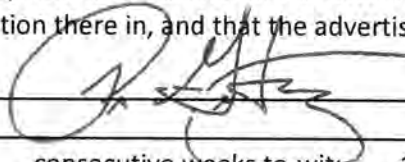
# PROOF OF PUBLICATION

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

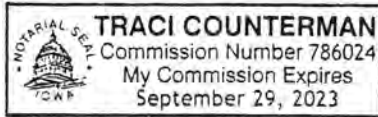
218 Wildwood Parcel B

City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive weeks to-wit: 10/13/2020 Subscribed and sworn to before me, and in my presence, by the said 13th day of October, 2020



Notary Public

In and for Wapello County

Printer's fee \$ 27.59

## COF **PUBLIC NOTICE** SMENT

NOTICE OF PUBLIC HEARING  
NOTICE OF INTENT TO  
VACATE CITY OWNED REAL  
PROPERTY KNOWN AS "PAR-  
CEL B", A PORTION OF WILD-  
WOOD PARK LOCATED ON  
WEST FINLEY AVENUE CON-  
TIGUOUS WITH 218 WILD-  
WOOD DRIVE IN OTTUMWA,  
WAPELLO COUNTY, IOWA  
Notice is hereby given that the  
City Council of the City of  
Ottumwa, Iowa will hold a public  
hearing Tuesday, October 20,  
2020 at 5:30 P.M. in the City Hall  
in the City of Ottumwa, Iowa on  
its intent to vacate city-owned  
real property described as fol-

lows: Parcel B of the Southwest  
Quarter of Section 26 -  
Township 72 North - Range 14  
West of the 5th P.M., City of  
Ottumwa, Wapello County, Iowa  
being a part of Finley Avenue  
right-of-way as presently estab-  
lished. Said Parcel B is more  
particularly described as fol-  
lows: Beginning at the  
Northeast corner of Lot 52 in  
Wildwood Countryside Addition  
as shown on the plat thereof  
recorded in Plat Book W on  
Page 47 in the Office of the  
Wapello County Recorder;  
thence Northeasterly 28.45 feet  
along the Southeasterly line of  
Lot 51 of said Wildwood  
Countryside Addition along a 72  
foot radius curve concave  
Southeasterly and having a  
chord which bears North  
38°10'05" East 28.27 feet;  
thence South 60°20'55" East  
38.43 feet; thence  
Southwesterly 28.00 feet along  
a 130 foot radius non-tangent  
curve concave Southeasterly  
and having a chord which bears  
South 61°32'50" West 27.95  
feet; thence North 68°58'35"  
West 28.17 feet to the Point of  
Beginning. Said Parcel B con-  
tains 849 square feet, subject to  
the retention of all easement  
rights for utilities and ingress  
and egress for the same. All per-  
sons interested in the intent to  
vacate said property are invited  
to be present at the public hear-  
ing at 5:30 P.M. October 20,  
2020 to present their objections,  
or arguments for the intent to  
vacate said property. FOR THE  
CITY OF OTTUMWA, IOWA  
Christina Reinhard, City Clerk

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

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

Council Meeting of: Oct 20, 2020

Planning & Development  
Department

Kevin C. Flanagan  
Prepared By  
Kevin C. Flanagan  
Department Head

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

AGENDA TITLE: Resolution NO. 202-2020 a Resolution to vacate and dispose of City owned real property known as Parcel C, a portion of Wildwood Park, located on West Finley Avenue

\*\*\*\*\*

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

RECOMMENDATION: Approve and Pass Resolution NO. 202-2020.

DISCUSSION: This resolution will vacate a portion of Wildwood Park, known as Parcel C, to Lyle and Twyla Talbert , who are the owners of 1725 West Finley Avenue, which is contiguous with Parcel C.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

RESOLUTION NO. 202-2020

A RESOLUTION TO VACATE CITY-OWNED REAL PROPERTY KNOWN AS "PARCEL C", A PORTION OF WILDWOOD PARK LOCATED ON WEST FINLEY AVENUE CONTIGUOUS WITH 1725 WEST FINLEY AVENUE IN OTTUMWA, WAPELLO COUNTY, IOWA

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

WHEREAS, Resolution #199-2020 set a public hearing to consider this request for vacation; and

WHEREAS, notice of said public hearing to consider this request was published in The Ottumwa Courier, and

WHEREAS, the intent of the Ottumwa City Council now is to vacate the property legally described as follows:

Parcel C of the Southwest Quarter of Section 26 – Township 72 North – Range 14 West of the 5<sup>th</sup> P.M., City of Ottumwa, Wapello County, Iowa being a part of Finley Avenue right-of-way as presently established. Said Parcel C is more particularly described as follows:

Commencing at the Southeast corner of Lot 50 in Wildwood Countryside Addition as shown on the plat thereof recorded in Plat Book W on Page 47 in the Office of the Wapello County Recorder; thence North 62°31'35" West 16.34 feet along the South line thereof to the Point of Beginning; thence 106.32 feet Northwesterly, Westerly, and Southwesterly along a 130 foot radius curve concave Southerly and having a chord which bears North 88°51'00" West 103.39 feet; thence North 60°20'55" West 38.43 feet to the Southwest corner of said Lot 50; thence along the South line of said Lot 50 Northeasterly, Easterly, and Southeasterly 95.12 feet along a non-tangent 72 foot radius curve concave Southerly and having a chord which bears North 87°20'10" East 88.35 feet; thence South 62°31'35" East 54.66 feet along said South line to the Point of Beginning. Said Parcel C contains 2,327 square feet, subject to the retention of all easement rights for utilities and ingress and egress for the same.

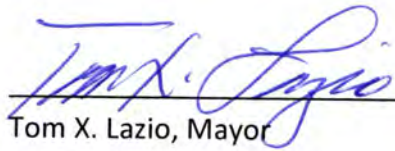
WHEREAS, said property is contiguous to private property known as 1725 West Finley Avenue; and

WHEREAS, the Ottumwa City Council has deemed it in the best interest of the City that said property be vacated and that ownership of said property should rightly be transferred to the owner of 1725 West Finley Avenue; and



NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: the above described portion of Wildwood Park is hereby vacated.

APPROVED, PASSED, AND ADOPTED this 20th day of October 2020.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
  
Chris Reinhard, City Clerk

**INDEX LEGEND**

LOCATION: SW 1/4 OF SECTION 26-72-14, CITY OF OTTUMWA

PROPRIETOR: CITY OF OTTUMWA

REQUESTED BY: CITY OF OTTUMWA

PREPARED BY: BOBBY J. MADDALENO

COMPANY: GARDEN & ASSOCIATES, LTD.

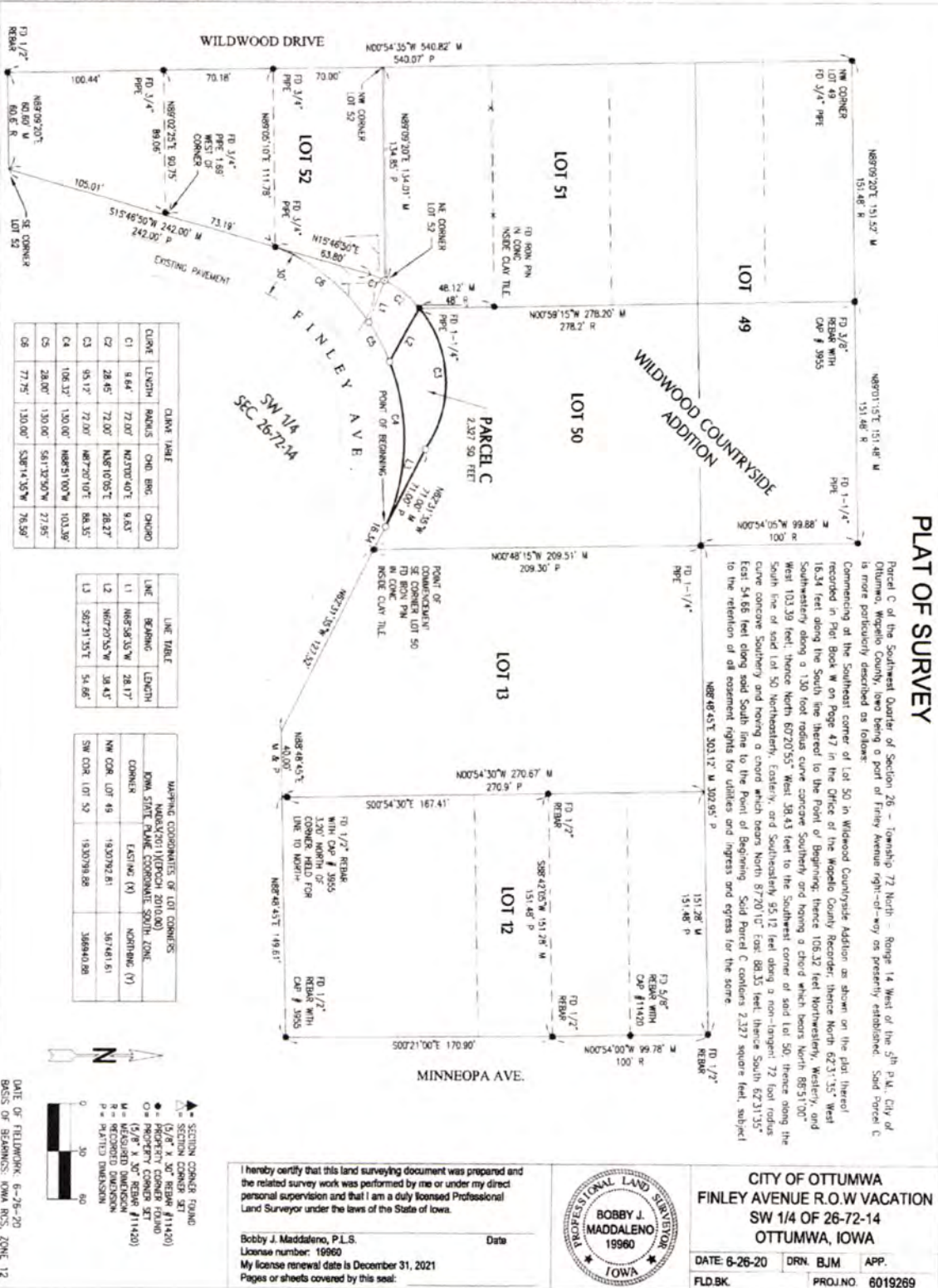
RETURN TO: P.O. BOX 451, OSKALOOSA, IOWA 52577



**GARDEN & ASSOC.**

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE



**PLAT OF SURVEY**

Parcel C of the Southeast Quarter of Section 26 - Township 72 North - Range 14 West of the 5th P.M., City of Ottumwa, Wapello County, Iowa being a part of Finley Avenue right-of-way as presently established. Said Parcel C is more particularly described as follows:

Commencing at the Southeast corner of Lot 50 in Wildwood Countryside Addition as shown on the plat thereof recorded in Plat Book W on Page 47 in the Office of the Wapello County Recorder; thence North 62°31'15" West 16.34 feet along the South line thereof to the Point of Beginning; thence North 106°32' feet Northwesterly, Western, and Southwesterly along a 130 foot radius curve concave Southernly and having a chord which bears North 85°51'00" West 103.39 feet; thence North 67°20'55" West 38.43 feet to the Southwest corner of said Lot 50; thence along the South line of said Lot 50 Northwesterly, Eastern, and Southwesterly 55.12 feet along a non-linear 72 foot radius curve concave Southernly and having a chord which bears North 87°07'10" East 88.35 feet; thence South 62°31'15" East 54.66 feet along said South line to the Point of Beginning. Said Parcel C contains 2,327 square feet, subject to the retention of all easement rights for utilities and egress and ingress for the same.

**CHAIN TABLE**

CHAIN	LENGTH	RANGES	CHD. BRG.	CHORD
C1	9.64'	72.00'	N27°03'40"E	9.63'
C2	28.46'	72.00'	N8°10'05"E	28.27'
C3	95.12'	72.00'	N8°7'07"E	88.35'
C4	106.32'	130.00'	N88°51'00"W	103.39'
C5	28.00'	130.00'	S41°32'50"W	27.95'
C6	77.75'	130.00'	S28°14'35"W	76.59'

**LINE TABLE**

LINE	BEARING	LENGTH
L1	N88°58'35"W	28.17'
L2	N67°20'55"W	38.43'
L3	S67°31'55"E	54.66'

**MEASURED COORDINATES OF LOT CORNERS**

NAD 83 (2011) UTM COORD. (2010.00)	UTM STATION	UTM COORDINATE (EASTING (X))	UTM COORDINATE (NORTHING (Y))
NW COR. LOT 49	1930792.81	361641.61	
SW COR. LOT 52	1930799.88	366640.88	

DATE OF FIELDWORK: 6-26-20  
 BASIS OF BEARINGS: IOWA RES. ZONE 12

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Bobby J. Maddaleno, P.L.S.      Date  
 License number: 19960  
 My license renewal date is December 31, 2021  
 Pages or sheets covered by this seal:



**CITY OF OTTUMWA**  
**FINLEY AVENUE R.O.W. VACATION**  
**SW 1/4 OF 26-72-14**  
**OTTUMWA, IOWA**

DATE: 6-26-20    DRN. BJM    APP.  
 FLD.BK.    PROJ.NO. 6019269



# 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

1725 W Finley  
City of Ottumwa  
was published in said newspaper for 1 consecutive weeks to-wit: 10/13/2020 hereto attached before me, and in my presence, by the said 13th day of October, 2020. Subscribed and sworn to

**TRACI COUNTERMAN**  
Commission Number 786024  
My Commission Expires  
September 29, 2023

Notary Public  
In and for Wapello County

Printer's fee \$ 30.10

**PUBLIC NOTICE**  
**NOTICE OF PUBLIC HEARING**  
**NOTICE OF INTENT TO**  
**VACATE CITY OWNED REAL**  
**PROPERTY KNOWN AS "PAR-**  
**CEL C", A PORTION OF WILD-**  
**WOOD PARK LOCATED ON**  
**WEST FINLEY AVENUE CON-**  
**TIGUOUS WITH 1725 W FIN-**  
**LEY AVENUE IN OTTUMWA,**  
**WAPELLO COUNTY, IOWA**

## ADVERTISEMENT

Notice is hereby given that the City Council of the City of Ottumwa, Iowa will hold a public hearing Tuesday, October 20, 2020 at 5:30 P.M. in the City Hall in the City of Ottumwa, Iowa on its intent to vacate city-owned real property described as follows: Parcel C of the Southwest Quarter of Section 26 - Township 72 North - Range 14 West of the 5th P.M., City of Ottumwa, Wapello County, Iowa being a part of Finley Avenue right-of-way as presently established. Said Parcel C is more particularly described as follows: Commencing at the Southeast corner of Lot 50 in Wildwood Countryside Addition as shown on the plat thereof recorded in Plat Book W on Page 47 in the Office of the Wapello County Recorder; thence North 62°31'35" West 16.34 feet along the South line thereof to the Point of Beginning; thence 106.32 feet Northwesterly, Westerly, and Southwesterly along a 130 foot radius curve concave Southerly and having a chord which bears North 88°51'00" West 103.39 feet; thence North 60°20'55" West 38.43 feet to the Southwest corner of said Lot 50; thence along the South line of said Lot 50 Northeasterly, Easterly, and Southeasterly 95.12 feet along a non-tangent 72 foot radius curve concave Southerly and having a chord which bears North 87°20'10" East 88.35 feet; thence South 62°31'35" East 54.66 feet along said South line to the Point of Beginning. Said Parcel C contains 2,327 square feet, subject to the retention of all easement rights for utilities and ingress and egress for the same. All persons interested in the intent to vacate said property are invited to be present at the public hearing at 5:30 P.M. October 20, 2020 to present their objections, or arguments for the intent to

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

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

Council Meeting of : Oct 20, 2020

Planning & Development  
Department

Kevin C. Flanagan  
Prepared By  
Kevin C. Flanagan  
Department Head

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

AGENDA TITLE: Resolution NO. 211-2020 a Resolution vacating City Alley lying between and adjoining lots 18,19, and 20 in Highland Park Addition

\*\*\*\*\*

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

RECOMMENDATION: Approve and Pass Resolution NO. 211-2020.

DISCUSSION: This resolution will vacate the eastern portion of the City alley contiguous with and to the south of 1206 West Highland Avenue to Aaron Barnett (1206 owner). He will be acquiring the other contiguous parcel along this portion of alley from tax sale certificate, as well. Public Works and Engineering have approved of this vacation. The vacation public hearing is set for October 20, 2020.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

RESOLUTION NO. 211-2020

A RESOLUTION TO VACATE AND DISPOSE OF CITY-OWNED REAL PROPERTY KNOWN AS A CITY ALLEY LYING BETWEEN AND ADJOINING LOTS 18, 19, AND 20 IN HIGHLAND PARK ADDITION, IN OTTUMWA, IOWA

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

WHEREAS, Resolution #195-2020 set a public hearing to consider this request for vacation; and

WHEREAS, notice of said public hearing to consider this request was published in The Ottumwa Courier, and

WHEREAS, the intent of the Ottumwa City Council now is to vacate the property legally described as follows:

That portion of the alley lying between and adjoining Lots 18, 19 and 20 in Highland Park Addition to the City of Ottumwa, Wapello County, Iowa, more particularly described as follows:

Beginning at the Southeast corner of said Lot 19; thence West along the South line of said Lot 19 and Lot 20 to the Southwest corner of said Lot 20; thence South to the Northwest corner of said Lot 18; thence East along the North line of said Lot 18 to the Northeast corner thereof; thence North to the Point of Beginning.

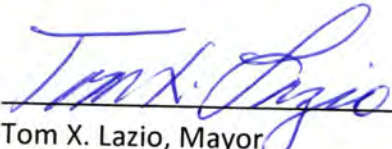
WHEREAS, said property is contiguous to private property known as 1206 West Highland Avenue; and

WHEREAS, the Ottumwa City Council has deemed it in the best interest of the City that said property be vacated and that ownership of said property should rightly be transferred to the owner 1206 West Highland Avenue; and


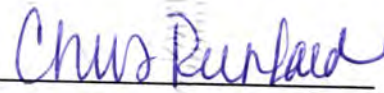
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: the above described portion of City Alley is hereby vacated.

APPROVED, PASSED, AND ADOPTED this 20<sup>th</sup> day of October 2020.

CITY OF OTTUMWA, IOWA

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

ATTEST:

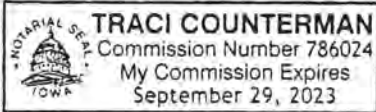
  
  
\_\_\_\_\_  
Chris Reinhard, City Clerk

# 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

Public Notice-Vacate City Property  
City of Ottumwa hereto attached was  
published in said newspaper for 1 consecutive weeks to-wit: 10/1/2020 Subscribed and sworn  
to before me, and in my presence, by the said 1st day of October, 2020



*Traci Counterman*

Notary Public

In and for Wapello County

Printer's fee \$ 15.88

# COPY OF ADVERTISEMENT

PUBLIC NOTICE NOTICE OF PUBLIC HEARING NOTICE OF INTENT TO VACATE CITY OWNED REAL PROPERTY KNOWN AS A CITY ALLEY LYING BETWEEN AND ADJOINING LOTS 18, 19 AND 20 IN HIGHLAND PARK ADDITION IN OTTUMWA, WAPELLO COUNTY, IOWA. Notice is hereby given that the City Council of the City of Ottumwa, Iowa will hold a public hearing Tuesday, October 20, 2020 at 5:30 P.M. in the City Hall in the City of Ottumwa, Iowa on its intent to vacate city-owned real property described as follows: Beginning at the Southeast corner of said Lot 19; thence West along the South line of said Lot 19 and Lot 20 to the Southwest corner of said Lot 20; thence South to the Northwest corner of said Lot 18; thence East along the North line of said Lot 18 to the Northeast corner thereof; thence North to the Point of Beginning. All persons interested in the intent to vacate said property are invited to be present at the public hearing at 5:30 P.M. October 20, 2020 to present their objections, or arguments for the intent to vacate said property. FOR THE CITY OF OTTUMWA, IOWA Christina Reinhard, City Clerk

PH-Alley Vacate  
1206.W. Highland

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING NOTICE OF INTENT TO VACATE CITY OWNED REAL PROPERTY KNOWN AS A CITY ALLEY LYING BETWEEN AND ADJOINING LOTS 18, 19 AND 20 IN HIGHLAND PARK ADDITION IN OTTUMWA, WAPELLO COUNTY, IOWA.

Notice is hereby given that the City Council of the City of Ottumwa, Iowa will hold a public hearing Tuesday, October 20, 2020 at 5:30 P.M. in the City Hall in the City of Ottumwa, Iowa on its intent to vacate city-owned real property described as follows:

Beginning at the Southeast corner of said Lot 19; thence West along the South line of said Lot 19 and Lot 20 to the Southwest corner of said Lot 20; thence South to the Northwest corner of said Lot 18; thence East along the North line of said Lot 18 to the Northeast corner thereof; thence North to the Point of Beginning.

All persons interested in the intent to vacate said property are invited to be present at the public hearing at 5:30 P.M. October 20, 2020 to present their objections, or arguments for the intent to vacate said property.

FOR THE CITY OF OTTUMWA, IOWA  
Christina Reinhard, City Clerk

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

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

Council Meeting of: Oct 20, 2020

Health & Inspections  
Department

Jody Gates  
Prepared By  
Kevin C Flanagan  
Department Head

[Signature]  
City Administrator Approval

AGENDA TITLE: Resolution No. 217 - 2020, a resolution accepting the offer and approving the sale of City owned property described as Lots 18 and 19 in H. C. Chamber's Subdivision of Lots 26, 27, 28, 29 and 30 in M. J. Williams' Sixth Addition to the City of Ottumwa, Wapello County, Iowa to the Southeast Iowa Dream Center for \$125.00 and authorizing signing of the development agreement

\*\*\*\*\*



**\*\*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. 217 - 2020

DISCUSSION: The Southeast Iowa Dream Center offered the City \$125.00 for two vacant lots on S. Ward Street upon which they intend to construct a new dwelling. The Center is a not for profit organization and will sign a development agreement stipulating that a new dwelling will be constructed within 3 years or the City may request the return of the property. The lots will be transferred by quit claim deed and all costs of conveyance will be paid by the buyer.

Source of Funds: 151-3-342

Budgeted Item:  Budget Amendment Needed:

RESOLUTION No. 217 - 2020

A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF CITY OWNED PROPERTY DESCRIBED AS LOTS 18 AND 19 IN H. C. CHAMBER'S SUBDIVISION OF LOTS 26, 27, 28, 29 AND 30 IN M. J. WILLIAMS' SIXTH ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA TO THE SOUTHEAST IOWA DREAM CENTER FOR THE SUM OF \$125.00 AND AUTHORIZING SIGNING OF THE DEVELOPMENT AGREEMENT

WHEREAS, the City of Ottumwa, is the present title holder to the above described property; and

WHEREAS, pursuant to Resolution No. 216 - 2020 approved, passed and adopted October 6, 2020 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property; and

WHEREAS, the Southeast Iowa Dream Center offered the City \$125.00 for the lots upon which to build a new dwelling; and

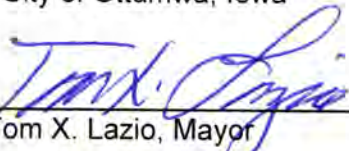
WHEREAS, a development agreement will be signed requiring a new dwelling be built within 3 years or the City will request the return of the property; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the offer received from the Southeast Iowa Dream Center, in the amount of \$125.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property and authorizing signing of the development agreement between the City and the Southeast Iowa Dream Center.

PASSED AND ADOPTED this 20<sup>th</sup> day of October 2020.

City of Ottumwa, Iowa

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

ATTEST:

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

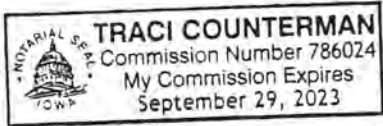


# PROOF OF PUBLICATION

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

Notice of Public Hearing  
City of Ottumwa \_\_\_\_\_ hereto attached was  
published in said newspaper for 1 consecutive weeks to-wit: 10/8/2020 Subscribed and sworn to before  
me, and in my presence, by the said 8th day of October, 2020



*Traci Counterman*

Notary Public

In and for Wapello County

Printer's fee \$ 11.70

# COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING  
TO WHOM IT MAY CONCERN:  
Notice is hereby given that the  
City Council of the City of  
Ottumwa, Iowa, will hold a pub-  
lic hearing Tuesday, October 20,  
2020 at 5:30 P.M. in City Hall in  
the City of Ottumwa, Iowa on its  
intent to dispose of real property  
legally described as Lots 18 and  
19 in H. C. Chamber's  
Subdivision of Lots 26, 27, 28,  
29 and 30 in M. J. Williams'  
Sixth Addition to the City of  
Ottumwa, Wapello County, Iowa  
by quit claim deed, with no

abstract and the buyer paying  
all costs of conveyance. All per-  
sons interested in the intent to  
dispose of said property are  
invited to be present at the  
above time and place on the  
date mentioned to present their  
objections to, or arguments for  
the intent to dispose of said  
property. FOR THE CITY OF  
OTTUMWA: Christina Reinhard,  
City Clerk

PH Notice  
517 S. Ward St



[ CITY OF ]  
2020 SEP 18 PM 12:20  
OTTUMWA

Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

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

Address or legal description of the property

517 S Ward St Ottumwa, Iowa 52501 - WMS 6<sup>th</sup> Add - LOT 18

WMS 6<sup>th</sup> Add - LOT 19

Buyers Name, address and phone number

Southeast Iowa Dream Center

133 W 2nd St, Ottumwa, IA 52501

641 990-0472

Dollar amount of the offer \$125

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

N/A

If you are purchasing a vacant lot, what is the intended use of the lot?

We intend to build a new house on the lot and transition the house into new ownership after the project is fully completed.

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

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

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



CITY OF  
OTTUMWA

Petition No.: 5074-2020

**Petitioner Information:**

Name: Southeast Iowa Dream Center

Address: 133 W. 2nd Street Ottumwa, IA 52501

Phone Number: (641) 990-0472  Petition contains the required number of signatures

Summary of Petition:

Purchase offer form to purchase vacant lot at 517 S. Ward Street to build a new house on and transition into new ownership after the project is fully complete. Offer amount/deposit \$125.

\*\*\*\*\*


1. Engineering Department  Approve  Deny

Comments:

\_\_\_\_\_  
Date Dept. Initials  
Required

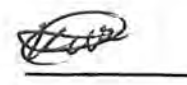
2. Plan/Zoning/Dev. Department  Approve  Deny

Comments:

  
Date 9-21-20 Dept. Initials  
Required

3. Health Department  Approve  Deny

Comments:

  
Date 9-21-20 Dept. Initials  
Required

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

## **Jody Gates**

---

**From:** Bradley Sertterh  
**Sent:** Monday, September 21, 2020 1:57 PM  
**To:** Jody Gates  
**Cc:** Kevin Flanagan  
**Subject:** Petition No. 5074-2020 - Southeast Iowa Dream Center - Purchase 517 S. Ward

Jody,

Larry S. approves the purchase of vacant lot at 517 S. Ward St. to the Southeast Iowa Dream Center. No sewer or city utilities currently run through the lot.

Thanks,

Brad Sertterh  
City of Ottumwa  
Engineering Department  
105 E. Third St.  
Ottumwa, IA. 52501  
641-683-0680 Phone  
641-683-0692 Fax



**DEVELOPMENT AGREEMENT BETWEEN  
CITY OF OTTUMWA  
AND  
SOUTHEAST IOWA DREAM CENTER**

This Agreement is made at Ottumwa, Iowa, on this \_\_\_ day of October, 2020, by and between the City of Ottumwa, Iowa, hereinafter called the “City” and the Southeast Iowa Dream Center, hereinafter called “the Developer”.

**RECITALS:**

WHEREAS, the City owns real property situated in the City of Ottumwa, Wapello County, State of Iowa, legally described and locally known as Lots 18 and 19 in H.C. Chamber's Subdivision of Lots 26, 27, 28, 29 and 30 in M.J. Williams' Sixth Addition to the City of Ottumwa, Wapello County, Iowa. The property on the above lots is vacant and it is the intention of the City to sell this property to the Developer in order that a new dwelling be constructed on the lots. The City received an offer from the Developer for the above described lots.

WHEREAS, the Developer desires to acquire said real property for the purpose of constructing a new dwelling and the City wishes to transfer ownership of the above described property to the Developer for the purpose of development, the Developer agrees to sign this Development Agreement with the City.

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

**CONVEYANCE OF THE CITY'S REAL PROPERTY**

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

## REDEVELOPMENT CONDITIONS

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

1. Subject to all terms and conditions of this Agreement, the City will sell by Quit Claim Deed the above-described real estate to the Developer for the sum and amount of \$125.00 and other good and valuable consideration. **Said real estate is being sold in its "AS IS" condition, with the City making no title guarantees and no warranties as to the condition of said property.** The Developer will pay all costs of transfer, including abstracting and title opinion, if the Developer deems it necessary.

2. The Developer will accept the abovementioned property in its "AS IS" condition, except as stated above, and will keep the property free of all nuisances upon the date of transfer.

### Section 1. Obligations of the Developer

1. The Developer shall construct a new dwelling within three (3) years from the date of the transfer of the real estate to the Developer. If more time is needed, the Developer must make arrangements with the City to extend this Agreement only for good cause and approved by the City in writing.

2. The Developer will redevelop the property for uses permitted under the City of Ottumwa Zoning regulations, in this case R-2, but in no event shall the Developer lease to tenants or sell to prospective buyers who would require a conditional use permit under said City Zoning Code. The Developer shall develop the property meeting all City zoning and building permit requirements and any and all applicable state and local laws and regulations.

3. The Developer will not, prior to the completion of this development project sell, assign, convey, lease or transfer in any other form of, or with respect to, this Agreement or the property, or contract or agree to any of the same without prior written approval of the City. All legal documents involved in effecting the transfer shall be submitted to the City for review.

4. Any financial liability resulting from the sale of the real estate by the City to the Developer will be the sole responsibility of the Developer, who shall provide property damage and liability insurance on said property. The Developer shall hold harmless the City from any liability associated with the redevelopment project.

5. The following conditions apply to the Developer and also in the event the real estate is sold before complete redevelopment, the purchaser (hereinafter referred to as "Purchaser") shall be required to sign a Development Agreement with the City that will encompass the following requirements:

(a) The Developer or Purchaser will submit a site plan containing the information listed in Exhibit A. The Developer or Purchaser will redevelop the property in accordance with this Proposal/Development Agreement. The Developer or Purchaser will submit plans and specifications to the Ottumwa Health, Inspections and Planning Departments to review for conformity with the Proposal for Development, all applicable state and local laws and regulations.

(b) Development shall be completed within three (3) years of the real estate transaction closing date with the City.

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

(d) The Purchaser will not, prior to the completion of the improvements in the Proposal for Development, sell, assign, convey, lease or transfer in any other form of, or with respect to, this Agreement of the property, or contract or agree to do any of the same without prior written approval of the City. All legal documents involved in effecting the transfer shall be submitted to the City for review. A certificate of completion of the construction of the improvements, in accordance with this Agreement, will be issued by the Planning Department.

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

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

6. This property shall be subject to real estate taxes. The Developer or Purchaser shall keep all tax liabilities current.

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

**Section 2. Representations and Warranties of Southeast Iowa Dream Center "The Developer"**

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

1. Authority. The Developer has the power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding agreement of the Developer, enforceable in accordance with its terms.

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

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

**Section 3. Representations and Warranties of the City of Ottumwa**

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

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



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

#### **Section 4. Further Agreements**

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

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

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

If to Buyer's Address: 133 W. Second Street  
Ottumwa, Iowa 52501

If to the City: Kevin C. Flanagan  
Ottumwa City Hall  
105 East Third  
Ottumwa, Iowa 52501

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

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

6. This Agreement to be executed pursuant hereto may be amended, superseded, canceled, renewed or extended, and their terms or covenants hereof may be waived only by a written instrument executed by the parties hereto or in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require

performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. The parties reserve the right by mutual consent to amend, modify, supersede, and cancel this Agreement, or waive the terms of conditions hereof, without the consent of any other person (natural or otherwise).

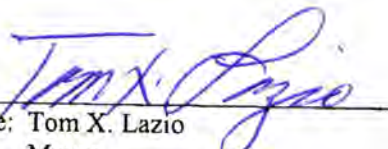
8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No party shall assign this Agreement without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld.

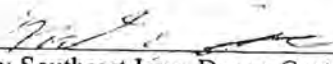
9. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision hereof.

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

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

**BUYER'S NAMES**

By:   
Name: Tom X. Lazio  
Title: Mayor

By:   
Name: Southeast Iowa Dream Center  
Authorized Representative

Byron Lidka Auth Rep

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

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

Council Meeting of : Oct 20, 2020

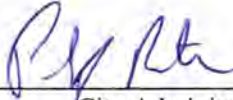
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 228-2020 - a resolution to accept the proposal from Bridge City Sanitation Services for the collection of noncommercial solid waste, recyclables, bulky items, and yard waste within the City of Ottumwa, Iowa beginning July 4, 2021.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 228-2020 or 229-2020, or reject both proposals, revise the terms of the proposal and re-issue.

DISCUSSION: On June 16, 2020 the City Council authorized staff to proceed with the solicitation of proposals for a successor contract for the non-commercial collection of solid waste, recyclables, bulky items, and yard waste. The contract under this process was for an initial ten-year period. Following a pre-submission meeting held on July 9, 2020 where four companies attended in person and one company submitted questions ahead, the potential for an additional five-year extension was added to the process.

The City received two proposals by the deadline and both companies were



interviewed by an evaluation committee comprised of staff on September 2. The committee evaluated the companies based upon the contractors qualifications and experience, how well contractors seemed to understand the collection program, the contractor's methodology for providing service, how contractors would address missed collections and help provide customers information on Ottumwa's refuse and recycling programs and on their proposed rates as presented. Points were assigned to each contractor for each of these areas by each evaluator. When the scores were combined Sparta had a total of 556 points and Bridge City Sanitation had a total of 414 points.

The evaluators were impressed with the responses from Sparta, the commentary from the reference checks, and the reduced rate over the life of the ten-year contract. Based on these factors, staff had recommended awarding the contract to Sparta Waste Services. At the September 15 meeting the council postponed the decision on the proposed resolution from staff. On September 29 the council held a special meeting at Bridge View Center to resume the discussions, "interview" the firms, and allow comment from the public. Following an extensive question and answer period which focused on prior service concerns, proposed remedies, and reduced contract terms; the council voted to reject Resolution 205-2020.

Prior to the vote Administrator Rath was asked and informed the council that a vote in favor of the resolution would award the contract to Sparta for a ten-year period as indicated in the resolution and the original Request For Proposal and that a vote against would allow the city to 1) present a resolution to offer the contract to Bridge City, 2) present a different resolution to offer the contract to Sparta, 3) Reject the proposals and start the process over with the revised terms. On October 6, staff was hoping to receive further direction on how to proceed; however, due to the absence of a couple council members the issue was postponed to the October 20 meeting and an administrative decision was made to put all three options on the agenda to provide the City council discretion on the future direction.

**RESOLUTION NO. 228-2020**

**RESOLUTION ACCEPTING THE PROPOSAL FROM BRIDGE CITY  
SANITATION OF OTTUMWA, IOWA FOR COLLECTION OF  
NONCOMMERCIAL REFUSE, RECYCLABLES, BULKY ITEMS AND YARD  
WASTE IN THE CITY OF OTTUMWA**

**WHEREAS**, the City Council did advertise and accept proposals for collection services, which includes non-commercial refuse, recyclables, bulky items, and yard waste for city customers for a period of ten years; and

**WHEREAS**, the City received proposals from two vendors – Bridge City Sanitation of Ottumwa, Iowa and Sparta Waste Services or Urbandale, Iowa; and

**WHEREAS**, on September 29, 2020 a special meeting was held to gather additional information from the two vendors who submitted proposals and to seek responses to inquiries from the City Council regarding the terms identified in the original request for proposals versus the potential for special provisions related to the eventual contract for service.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA**, to accept the proposal for non-commercial refuse, recycling, bulky waste, and yard waste collection from Bridge City Sanitation of Ottumwa, Iowa for a period of ten years commencing July 4, 2021 through June 28, 2031.

**BE IT FURTHER RESOLVED**, that the City Council directs the City Administrator to coordinate with staff to work out the details of a contract incorporating the contractual provisions identified by the City Council at the September 29, 2020 meeting.

APPROVED, PASSED AND ADOPTED, this 20<sup>th</sup> day of October, 2020.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



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 1<sup>st</sup> annually except where noted in the Request for Proposal.

<del>\$16.00</del>	Per household per month 2021-2022
<del>\$16.49</del>	Per household per month 2022-2023
<del>\$16.81</del>	Per household per month 2023-2024
<del>\$17.31</del>	Per household per month 2024-2025
<del>\$17.66</del>	Per household per month 2025-2026
<del>\$18.19</del>	Per household per month 2026-2027
<del>\$18.55</del>	Per household per month 2027-2028
<del>\$19.11</del>	Per household per month 2028-2029
<del>\$19.49</del>	Per household per month 2029-2030
<del>\$20.08</del>	Per household per month 2030-2031

Company Name BARDOGE CITY SANITATION LLC  
Address, City, State, Zip PO Box 541, OTTUMWA, IA 52501  
Phone Number 641-682-8117  
E-mail address DAVIS\_LEWIS@PCOSIA.NET  
Contact Person KEITH W LEWIS Title MEMBER  
Authorized Signature Keith W Lewis  
Date 8/25/2020

CITY OF OTTUMWA REFUSE AND  
RECYCLING COLLECTION BID

AUGUST 25, 2020

## Bridge City Sanitation LLC

### Qualifications and Experience:

We are a locally owned and operated sanitation company serving commercial and residential customers of Wapello and Davis counties. We are the current contract hauler for the City of Ottumwa.

Locally we employ 23 full and part time employees between the residential and commercial shops representing over \$800,000 in wages. Our operation does business locally with the purchase of fuel, repairs, insurance and supplies supporting other locally owned businesses in our community.

We live in, and are active in, the community with support of other organizations and charitable events. We clearly intend to work with the City of Ottumwa officials to do our part in implementing the contract provisions to provide waste collection and clean up of the City of Ottumwa.

### Program Understanding and Methodology:

We intend to maintain the current established routes and collection days with collection times as indicated in the RFP. Normal routes for trash and recycling will be Monday, Wednesday and Friday. Yard waste and reported bulky items will be picked up on Tuesday for the south side of town and on Thursday for the north side of town. This will provide for minimal changes for the residents. Although infrequent, routes have been adjusted in the past. We will always work with the City to directly notify any affected residents of any route changes. In the past this was done by mail and door to door notices. Residents will be notified of any change in collection days due to holidays by an annual insert in the water bills. This will state the scheduled holidays for the entire year. Furthermore, notice will be posted via all social media outlets available including those of the city. Yard waste will only be picked up in designated properly tagged bags and stick bundles per city requirements.

For the implementation of refuse, recycling, yard waste and bulky item collection we intend to purchase updated collection trucks including four Labrie style auto loader trucks year 2016 or newer. These trucks will have at a minimum 25yd capacity and will be purchased as soon as possible to improve the current contract performance. We will also provide three updated recycle collection trucks similar to those we use now. These trucks have a three hopper sorting capability to completely sort material at the curb and separately dump at the recycle center as



we currently do. All trucks and equipment used in providing these services will be properly maintained, washed regularly and kept in sanitary condition.

Trucks below are similar to what we currently have selected.



All vehicle operators and collection helpers will have sufficient training and understanding to perform their designated duties including dumping procedures at the recycling center and landfill. We implement weekly safety and training meetings to keep compliant with updated laws and regulations. All collection helpers are trained in collection procedures and implementation guidelines as per the recycling center provided information. We will work with city staff to correct any issues related to collection methods or procedures as they arise.

City wide clean up event – we will work with city staff to establish a city wide clean up day. For example, we would propose a one day event with a designated drop off site. We will provide two roll off containers and two rear load garbage trucks to transport material to the landfill continuously during the designated time. We will also provide a recycling dumpster capable of sorting to haul to the recycling center during those hours. This was a very popular event in the past!

#### Customer service and Public relation -

With the assistance of city staff we will incorporate educational material about the trash and recycling procedures in with the water bill to address issues relating to this service. These education materials may include pamphlets or flyers created by the recycling center, the city or the contractor. It is our intention to increase the education of the residents to increase the recycling tonnage and get bulky items called in as per the contract specifications.

Missed pickups and phone calls – we will address this issue in several ways. First, with increased employee training in an effort to eliminate a missed service all together. Also, with additional educational material provided, the proper items would be deposited in the proper container to reduce the items not picked up. Additionally, with using all automated trucks to become more efficient in collection. Second, we will implement an additional phone line as a roll over line or utilize a call center to reduce the use of an answering machine to after hour calls. After hours calls will be on a recorded line with increased capacity to take more calls and not show a mailbox full indication. A call log will be provided upon request to show calls taken and the follow up documented. This information will be provided to city officials on a monthly basis.

Missed collections, upon notification, will be picked up by the route drivers daily prior to completion of their routes. Also, we will have available an additional roving truck to pick up otherwise missed collections within a 24 hour timeframe.

We may be contacted at the following:

Bridge City Sanitation LLC

PO Box 541

Ottumwa, Iowa 52501

Jason Blunt at 641-777-1041

Keith Lewis at 641-777-8931

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

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

Council Meeting of : Oct 20, 2020

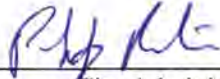
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 229-2020 - a resolution to accept the proposal from Sparta Waste Services for the collection of noncommercial solid waste, recyclables, bulky items, and yard waste within the City of Ottumwa, Iowa beginning July 4, 2021.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 228-2020 or 229-2020, or reject both proposals, revise the terms of the proposal and re-issue.

DISCUSSION: On June 16, 2020 the City Council authorized staff to proceed with the solicitation of proposals for a successor contract for the non-commercial collection of solid waste, recyclables, bulky items, and yard waste. The contract under this process was for an initial ten-year period. Following a pre-submission meeting held on July 9, 2020 where four companies attended in person and one company submitted questions ahead, the potential for an additional five-year extension was added to the process.

The City received two proposals by the deadline and both companies were



interviewed by an evaluation committee comprised of staff on September 2. The committee evaluated the companies based upon the contractors qualifications and experience, how well contractors seemed to understand the collection program, the contractor's methodology for providing service, how contractors would address missed collections and help provide customers information on Ottumwa's refuse and recycling programs and on their proposed rates as presented. Points were assigned to each contractor for each of these areas by each evaluator. When the scores were combined Sparta had a total of 556 points and Bridge City Sanitation had a total of 414 points.

The evaluators were impressed with the responses from Sparta, the commentary from the reference checks, and the reduced rate over the life of the ten-year contract. Based on these factors, staff had recommended awarding the contract to Sparta Waste Services. At the September 15 meeting the council postponed the decision on the proposed resolution from staff. On September 29 the council held a special meeting at Bridge View Center to resume the discussions, "interview" the firms, and allow comment from the public. Following an extensive question and answer period which focused on prior service concerns, proposed remedies, and reduced contract terms; the council voted to reject Resolution 205-2020.

Prior to the vote Administrator Rath was asked and informed the council that a vote in favor of the resolution would award the contract to Sparta for a ten-year period as indicated in the resolution and the original Request For Proposal and that a vote against would allow the city to 1) present a resolution to offer the contract to Bridge City, 2) present a different resolution to offer the contract to Sparta, 3) Reject the proposals and start the process over with the revised terms. On October 6, staff was hoping to receive further direction on how to proceed; however, due to the absence of a couple council members the issue was postponed to the October 20 meeting and an administrative decision was made to put all three options on the agenda to provide the City council discretion on the future direction.

**RESOLUTION NO. 229-2020**

**RESOLUTION ACCEPTING THE PROPOSAL FROM SPARTA WASTE SERVICES OF URBANDALE, IOWA FOR COLLECTION OF NONCOMMERCIAL REFUSE, RECYCLABLES, BULKY ITEMS AND YARD WASTE IN THE CITY OF OTTUMWA**

**WHEREAS**, the City Council did advertise and accept proposals for collection services, which includes non-commercial refuse, recyclables, bulky items, and yard waste for city customers for a period of ten years; and

**WHEREAS**, the City received proposals from two vendors – Bridge City Sanitation of Ottumwa, Iowa and Sparta Waste Services of Urbandale, Iowa; and

**WHEREAS**, on September 29, 2020 a special meeting was held to gather additional information from the two vendors who submitted proposals and to seek responses to inquiries from the City Council regarding the terms identified in the original request for proposals versus the potential for special provisions related to the eventual contract for service.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA**, to accept the proposal for non-commercial refuse, recycling, bulky waste, and yard waste collection from Sparta Waste Services of Urbandale, Iowa for a period of ten years commencing July 4, 2021 through June 28, 2031.

**BE IT FURTHER RESOLVED**, that the City Council directs the City Administrator to coordinate with staff to work out the details of a contract incorporating the contractual provisions identified by the City Council at the September 29, 2020 meeting.

APPROVED, PASSED AND ADOPTED, this 20<sup>th</sup> day of October, 2020.

CITY OF OTTUMWA, IOWA

Action taken on Res No. 228-2020 precludes need for action on Res No. 229-2020; thus it was removed from proceedings.

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

ATTEST:

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



CITY OF  
OTTUMWA

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 1<sup>st</sup> annually except where noted in the Request for Proposal.

\$17.37	Per household per month 2021-2022
\$17.47	Per household per month 2022-2023
\$17.57	Per household per month 2023-2024
\$17.67	Per household per month 2024-2025
\$17.77	Per household per month 2025-2026
\$17.87	Per household per month 2026-2027
\$17.97	Per household per month 2027-2028
\$18.08	Per household per month 2028-2029
\$18.18	Per household per month 2029-2030
\$18.28	Per household per month 2030-2031

Company Name Sparta Waste Services

Address, City, State, Zip 10623 Justin Dr., Urbandale, IA 50322

Phone Number 515-348-6095 (Anthony Colosimo direct 515-883-1697)

E-mail address tony@spartadisposal.com

Contact Person Anthony Colosimo Title CEO

Authorized Signature 

Date 8/29/20



# SPARTA

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## WASTE SERVICES

August 24, 2020

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

Dear Mr. Flanagan,

We are pleased to submit this proposal for residential solid waste, recycling, special collection and disposal services for the City of Ottumwa, Iowa.

The Sparta Waste Services team has been performing cost-effective and environmentally sound solid waste, recycling and yard waste collection to the state of Iowa for more than 25 years.

In 1993 we started operations as Artistic Solid Waste and grew the company to the largest in Iowa before a successful sale in 2010. We continued to run recycling collection operations in a different capacity after the sale but came full circle in 2017 with the founding of Sparta Waste Services, to once again provide commercial and residential waste and recycling services. Sparta is now Iowa's fastest growing independent hauling company. We believe our past performance and knowledge of large City programs will help us fulfill all the requirements listed in your proposal.

We thank you for the opportunity to provide this service; with this letter, we are committing ourselves to your RFP. Should you have any questions, please contact me at 515-883-1697 or [tony@spartadisposal.com](mailto:tony@spartadisposal.com). I will be the key business and technical negotiator.

Sincerely,

Anthony J. Colosimo  
CEO  
Sparta Waste Services Inc.

## **QUALIFICATIONS AND EXPERIENCE**

This section will address the qualifications in the Request for Proposals.

The two areas are:

- A. Corporate Resources
- B. Relevant Experience

### **A. Corporate Resources**

Sparta Waste Services Inc. (SWS) is in good standing under the laws of the state of Iowa, which it is incorporated in. Sparta also holds or could obtain all the necessary licenses and permits to haul and dispose of solid waste in the City of Ottumwa.

Sparta is a solvent solid waste collection company with a sound financial history and reputation in Central Iowa. We will provide the appropriate financial statements and performance guarantees when requested in this RFP.

Besides normal collections and workmen's compensation cases SWS has not had any litigation for or against it in the last five years.

In submitting this proposal Sparta Waste Services Inc. is fully qualified and properly licensed to perform all the work listed in this proposal today.

### **B. Relevant Experience**

#### **a. City of West Des Moines (Iowa)**

**Population: 45,661**

**Households: 12,217**

Sparta/Artistic was the privately contracted hauler of solid waste for the City of West Des Moines from 1994-2010. Sparta began working with the City of WDM in 1999 to design a pilot program that would be the model of efficiency for residential trash collection. The results of this pilot program became Central Iowa's first fully automated volume-based program when collection started in November 2000. When integrated with the Curb It! Recycling program and Compost It! Yard waste collection systems the residents of WDM had the model program they were searching for, one that would not only work today but for the next decade. Besides providing all recycling and yard waste collection service's the company also provided spring clean-up services and miscellaneous solid waste services for the city. We also performed special collections for handicap and at-need residents in the city.

### **Solid Waste & Yard waste collection services for WDM**



**Crew size:** 1  
**Crew turnover ratios:** 18%  
**Total daily stops per day:** 1000  
**Equipment Type and Capacity:** Automated side loading trucks 30yd  
**Number of Vehicles:** 4  
**Tons per Truck shift:** 14-16 tons  
**Loads per Day:** 2

**b. City of Clive (Iowa)**

**Population: 11,500**  
**Households: 4,094**

Sparta/Artistic was the City of Clive's contract hauler from 1997-2010. Clive is also the first community in central Iowa to use standardized carts with a semi-automated collection system. We worked with the City to implement an automated collection program. Some of the services performed included public education, information services, customer satisfaction, delivery of carts, developed replacement policies and procedures, tracking systems of customer complaints and resolution. The company also designed yard waste and large/bulky item (the first of its kind in the Metro) collections programs; both systems are "pay as you throw away" with attached stickers on the material. Lastly, the company arranged special collections for handicap and at-need residents in the city.

One benefit of running trash and recycling routes for more than 20 years is the chance to improve the program over time. In an effort to reduce litter and flying debris Sparta/Artistic noticed that most of the litter was due to people not bagging trash before placing it in their Toter cart. After conferring with the City Manager a new ordinance was drafted to require residents to bag all trash before placing it in their cart. Simple but effective, the amount of litter was significantly reduced.

**Solid Waste, Yard Waste & Special Collection services for the City of Clive**

**Crew Size: Crew Turnover Ratios:** 18%  
**Total daily stops per truck day:** 1000  
**Equipment Type and Capacity:** Fully Automated Side Loaders 30 yd  
**Number of Vehicles:** 3  
**Tons per truck shift:** 14-16 tons  
**Loads per Day:** 2

**c. City of Altoona (Iowa)**

**Population: 9,000**  
**Households: 3,208**

Sparta/Artistic was the contracted hauler for the City of Altoona from 1995-2010. The company provided the City with the same services listed in the RFP for Ottumwa: Solid waste, recycling, yard waste, bulky item, special collection and

disposal services. With help from our company, the City of Altoona converted to a fully automated collection system in July of 2001. Additional services Sparta/Artistic provided were the annual spring clean-up. Arrangements were also made for special collections for handicap and at-need residents in the city.

### **Solid Waste, Yard Waste & Special Collections for the City of Altoona**

**Crew Size:** 2 to 3

**Crew Turnover Ratio:** 18%

**Total daily stops per truck day:** 700

**Equipment Type and Capacity:** Rear load, 20 & 25 yard packers.

**Number of Vehicles:** 3

**Tons per truck shift:** 14-16 tons

**Loads per day:** 2

### **Description of Services and Facilities**

The technical description and specifications of collection vehicles and are attached (see enclosed truck specifications). The fully automated vehicles that we will use are aesthetically pleasing to the eye and ear; they are very quiet vehicles in all aspects of their operation.

Sparta has identified two possible facilities within Ottumwa's city limits to run our operations out of. One of these sites will house all operations, trucks, maintenance and staff. This will function as a standalone operation exclusively for our operations in the city. Sparta plans to utilize local Ottumwa companies, vendors and workers whenever possible to ingrain ourselves in the community and stimulate the local economy; with plans to make a multi-million dollar investment in the city over the life of the contract.

Sparta proposes to follow the existing collection routes in use for City of Ottumwa with the current hauler.

### **Managerial Capabilities**

Sparta is an aggressive growth-oriented company. We are proud of our Iowa roots and our strong work ethic. Our management team believes in leading by example and instilling this strong work ethic in all of our employees. We espouse the belief that business success is achieved through controlled growth and that customer satisfaction is the key factor in achieving growth.

The following examples demonstrate we have the management and staff to perform the tasks listed in your RFP.

## **Iowa State Fair**

For the last 15 years Team Sparta has been and currently is the waste and recycling contractor for the Iowa State fair. Over 2,400 carts are dumped continuously over 10 days servicing 1,000,000 visitors per year for Iowa biggest Event.

## **City Trash, Yard waste and Recycling Collection**

Sparta's management and staff have executed the largest residential contracts in the Des Moines Metro over the last 20 years. When the city of West Des Moines solicited proposal for Solid Waste Collection and Disposal in May of 1994 Sparta/Artistic was not the contract hauler at that time. We were selected on June 6, 1994 with an implementation date of July 4, 1994. The 28-days before the start date was an aggressive schedule for a contract of that size. The 5,400 households that were contracted at the time represented almost 60% of the total 8,928-house count for West Des Moines at the time. We were able to successfully start collection as scheduled on Monday, July 4, 1994 without interruption or inconvenience to the residents on those routes. We are proud to say we continued to collect solid waste in the City of West Des Moines until 2010.

When Metro Waste Authority issued proposals for curbside recycling for the Des Moines Metro area in February 1994, the 107,000 households was the largest residential contract ever issued in the state of Iowa. The services detailed in the proposal had never been offered or preformed in the Metro area. Proposers were required to: Develop tracking programs that gave daily tonnage reports on five different collect materials; submit route schedules for all the cities in MWA service area; give exceptional service to handicapped or at-need residents; collect daily information on set out rates, new starts, replacement containers delivered and rejected material and bins; distribute public education material to residents and handle all customer service issues, from missed pick-ups to the delivery of 25,000 recycling bins.

Sparta/Artistic was awarded the recycling contract for Zone 3 (NE Polk County, see enclosed map) in May of 1994. The 25,000 households in Zone 3 included the cities of Alleman, Altoona, Ankeny, Bondurant, Carlisle, Elkhart, Hartford, Mitchellville, Pleasant Hill, Polk City, Prairie City, Runnels, Sheldahl and NE unincorporated Polk County. Many of these cities never had consolidated collection services in their town before, so Artistic needed to formulate routing, education material, create new ordinances and follow old local ordinances in each town. Collection started September 1, 1994 following a large media campaign that educated residents about the program and how to use it. Thousands and thousands of promotional dollars would have been wasted if Artistic could not have started on time.

Training crews and staff about this project was an important part of implementing the program. Since this type of service had never been performed before, the learning curve had to be compensated for by giving intense hands-on training to drivers and customers service representatives. This is where our tracking software and GPS allowed each call

made to customer service representatives to be handled quickly and with the proper response. A driver training program used in-house videos and pre-route trail runs with similar equipment before the actual trucks were delivered. This reduced driver errors and improved their confidence when routes started.

In June of 1999 MWA extended our contract for Zone 3 and solicited bids for Zone 2 (Western Polk County). The reasons for solicitations for Zone 2 were service and pricing issues with the previous contractor; none of these were issues with the Artistic contract. Artistic was the successful proposer and was awarded the Zone 2 recycling contract, which started collection in September 1999. The 30,000 households in Zone 2 included the cities of Johnston, Grimes, Urbandale, Clive, West Des Moines, Norwalk, Windsor Heights and Western unincorporated Polk County. Artistic then serviced 20 different cities for MWA's "Curb It" recycling program. It was MWA's confidence in our team's service levels that led to the award of both contracts.

### **Curbside Recycling Collection Services Zone 2 & 3 for Metro Waste Authority**

**Metro Waste Authority**  
**521 E. Locust Street**  
**Des Moines, IA 50309**

**Population: 145,000**  
**Households: 55,000**

**Crew Size: 1**

**Crew Turnover Ratio: 18%**

**Total Daily Stops per truck day: 600**

**Equipment Type and Capacity: 5 compartment recyclers 20 yard**

**Number of Vehicles: 23**

**Tons per truck Shift: 6 tons**

**Loads per day: 2**

### **Sparta Waste Service's key Management:**

#### **Anthony Colosimo, CEO**

Anthony Colosimo represents the longest senior management personnel in the Central Iowa waste and recycling industry. As owner of Artistic Waste Services Inc. since 1993 he worked to position Artistic as Iowa's largest independent full-service waste and recycling company.

When acquired in 1993 Artistic collected trash from only 500 homes per week, and eventually grew to include more than 75,000 single family homes serviced each week with trash, recycling and yard waste pickups. As a lifelong Iowan, he feels it is important to keep a competitive balance between national and local, independent companies in our local community. The team at Sparta has done this for more than 25 years and was listed as one of the top 100 Waste Company's in the Country by Waste Age Magazine.

Anthony is member of National Waste and Recycling Association (NWRA) and was elected to be on the Board of Trustees, and represents the State of Iowa on the National board of Governors. A founding Board Director of Keep Iowa Beautiful, he is a graduate of Iowa State University and participates in many local civic and non-profit organizations.

**Tom George, General Manager**

Tom started in transportation in 2010, working with the Des Moines Public School District and then the West Des Moines School District. He became Master Trainer of Bus Drivers with both school systems. He was responsible for the safety and route training of drivers while also overseeing the daily maintenance of vehicles.

During his tenure more than 32,000 students were safely were picked up and brought back home on a daily basis. His experience in effective routing in all-weather conditions was a perfect proving grounds for Sparta, where he uses these skills to help us deliver timely service to all our residents.

Tom also is a certified Diesel mechanic and schedules all maintenance of Sparta's eight truck fleet.

**Jennifer Bodin, Community Outreach**

Jennifer has more than 20 years of experience in the waste industry. She started out in marketing and spent her time attending chamber events, networking and working on different city bids. She also worked event planning for the annual Earth Day Celebration as well as other community events. After five years in marketing, Jennifer moved into outside sales and grew her territory base and the business. Currently, Jennifer is the communications manager and handles all social media, events and communication for the company. Jennifer's various roles that she had held make her a valuable asset to our business.

**Cady Colosimo, Administrations Director**

Cady grew up with a love for the environment and championed recycling from a young age. While attending elementary school she made sure the recycling program was properly implemented and followed by her fellow classmates. Since then she has been involved in many facets of the waste industry, from emptying trash cans to weighing trucks in a recycling facility, to ultimately serving as the Administrations Director for Sparta Waste Services for the past two years. Cady currently oversees all of Sparta's commercial routes, takes customer service calls, and helps with many other day-to-day operations.

**AJ Colosimo, Dispatch and Operations**

Growing up in the waste industry, AJ has worked steadily in various positions for his entire professional career thus far. AJ got his start providing trash services at large-scale events in Des Moines like the Des Moines Arts Festival, WineFest and the Iowa State

Fair. For the past several years he has played a major role at the Iowa State Fair; recruiting, organizing and scheduling the nearly 100 temporary employees needed to provide the service. He is currently the Dispatch manager of all roll off, residential and commercial operations for Sparta Waste Services and assists on special projects, and has been doing so since the company was founded in 2017.

### **Description of Services**

- **How Sparta Waste Services, Inc. automated collection will help the City of Ottumwa.**

Today the City's waste hauler picks up residential trash using manual or semi-automated collection systems; waste is put curbside in bags or cans of varying sizes to be picked up by collectors by hand. Most trucks have two- or three-man crews. This is becoming the most labor-intensive method of waste collection and the highest cost method of collection in the industry today. Manual crews can collect 650-700 homes per day.

Automated collection uses specialized two-wheeled carts (Toters) and hydraulic lifting systems to pick up resident's solid waste. It uses collection vehicles with one driver and robotic arms to lift the carts in the truck. One driver stays in the truck and is able to pick up to 50% more homes per day. Automated trucks can collect 900-1,000 homes per day. Sparta collects 1,500 single family homes and 6,000 multi-family homes per week.

- **How does it work for the resident?**

Each resident is given a two-wheeled 64-gallon cart, this allows for larger setouts to be handled more easily by residents and collectors. Residents who currently receive special house-side pickup, for example handicap and elderly citizens, will not be affected with this service. Additionally, tight-fitting lids on the Toters help reduce blowing litter, odors and spillage from pests. Animals like raccoons, dogs and crows are less likely to tip over Toters and cannot tear open bags when they are placed in the containers with the lid shut.

Educating residents on placement of containers is the key message to be communicated when implementing a fully automated system. Toters need to be placed close to the curb and away from obstructions like light poles, mailboxes, parked cars and recycling bins. Large items and extra bags need the proper stickers attached to be collected.

- **What does this do for the community?**

As cities try to meet the State's waste reduction goals, city administrators must look for ways to encourage recycling and waste reduction for their residents. One way to do this is

by using pay-as-you-throw-away programs with a fully automated collection system. This program will reward residents for their recycling and waste reduction efforts by offering them lower trash rates when they generate less trash. Residents who generate less garbage by identifying recyclable materials in their trash and placing those items in the recycling bin/cart will save money.

- **Automation will help with City beautification.**

When residents and cities look at the benefits of automated collection the number one benefit stated is the reduction of litter in their streets. This is important for the city of Ottumwa, because Ottumwa was one of the first cities to become an affiliate of Keep Iowa Beautiful. In keeping with this philosophy one of the best ways to create public awareness of this commitment the city has made is to adopt a “Zero Tolerance to Litter” plan and maintain a litter-free environment 52 weeks a year. This can be achieved by upgrading your trash collection with standardized two wheeled carts.

Sparta Waste Services is a charter member of the Keep Iowa Beautiful organization. We believe education is the key to creating a “Litter Free Zone.” Changing the behavior of your residents with the Automated Program is a giant step in that direction.

**i. Description of Collection routing and carts.**

Sparta will follow the collection guidelines listed in the RFP. Sparta will also follow the same routes used today to collect recycling material in Ottumwa for frequency and date. Sparta will follow the guidelines stated in the RFP for location of carts, replacement policies and procedures. When construction blocks the streets for collection vehicles a common access point needs to be provided. The type of cart Sparta will use is the “Toter” brand of carts, which come in 32-, 64- and 96-gallon sizes. Residents will all be given one 64 Gallon Cart for trash & 32 Gallon for Recycling

**ii Description of customer service resolution:**

Sparta will service all 9,200 residential customers per week and is responsible for any and all complaints received. From missed pick-ups to alleged claims of damage to carts and personal property, each call is logged and tracked. Every call is handled by a customer service representative and investigated for further action. For example, if a solid waste or recycling miss is verified before 12 p.m. it will be picked up the same day. When verified 12 p.m. the resident will be picked up the next morning. After hours an automated voice mail-answering program will provide information about pick-up days and other guidelines about the program. Residents can also log a complaint or report missed pick-ups with the voice mail-answering program and have it responded to the following morning.

A log of all complaints will be maintained and documented for action taken by customer service representatives. Tracking software will list, date of call, address, type of complaint and when action was taken and by who. (see enclosed example).

**iii Description of public education and information services.**

At Sparta, customer satisfaction is our number one priority. It starts with phone calls from residents; 90% of all calls from residents are handled on the first call. 10% are handled in less than 3 calls. This type of communication with residents cannot be overlooked because it is all part of the media mix that Sparta uses to reach residents. Social Media, doorhangers, newspapers inserts, radio, TV and Sparta's webpage with hotlinks to the City of Ottumwa's website will all provide points of communication. Properly placed ads with a promotional blitz in the beginning of the program will inform residents where to look now and in the future for information about their solid waste and recycling collection program.

**Implementation Date**

Sparta intends to implement the program on time and no later than July 4, 2021.

**Description of Equipment**

**Crew Size:** Trash Collection 1  
**Crew Turnover Ratio:** 18%  
**Total Daily Stops per truck day:** 900  
**Equipment Type and Capacity:** Fully Automatic 30-yard body  
**Number of Vehicles:** 4  
**Tons per truck Shift:** 6 tons  
**Loads per day:** 2

**Crew Size:** Recycling Collection 2  
**Crew Turnover Ratio:** 18%  
**Total Daily Stops per truck day:** 600  
**Equipment Type and Capacity:** 5 compartment recyclers 20 yard  
**Number of Vehicles:** 4  
**Tons per truck Shift:** 6 tons  
**Loads per day:** 2

**Crew Size:** Yard waste & Bulky Item Collection 2  
**Crew Turnover Ratio:** 18%  
**Total Daily Stops per truck day:** 600  
**Equipment Type and Capacity:** Rear loading 25 yard body  
**Number of Vehicles:** 3  
**Tons per truck Shift:** 6 tons  
**Loads per day:** 2



Details concerning the equipment can be found on **enclosed documents**.

### **Spring Clean Up**

Once a year Sparta will collect bulky items from all registered household residents that currently receive weekly noncommercial refuse collection. This will be done in the month of April each year on conceded on Saturdays during the month. It will coincide with the 3 Zones of the collection day.

Zone 1 will be collected on the 1<sup>st</sup> Saturday

Zone 2 will be collected on the 2<sup>nd</sup> Saturday

Zone 3 will be collected on the 3<sup>rd</sup> Saturday

### **Hiring Plan and Code of Employee Conduct**

Sparta believes our employees are our most valuable assets and the success of the company is determined by the quality of its employees. Because of these beliefs, the personnel selections of the company are extremely important. The company is committed to hiring only the best and most qualified available drivers.

Sparta currently has personnel on staff performing services like bulky waste pickup, missed collections, special collection for handicap, yard waste and solid waste collections everyday. Our plan is to continue to use the present staff to work with the City and retrain some of the operators with the new collocation equipment.

Sparta driver hiring qualification standards and procedures have been developed to achieve two goals. The first goal is for the company to meet or exceed all Federal Motor Carrier Safety Regulations (FMCSR) concerning driver qualification. The second goal is to select only the best available drivers: drivers who share Sparta's values and goals of operating in a safe, legal and professional manner.

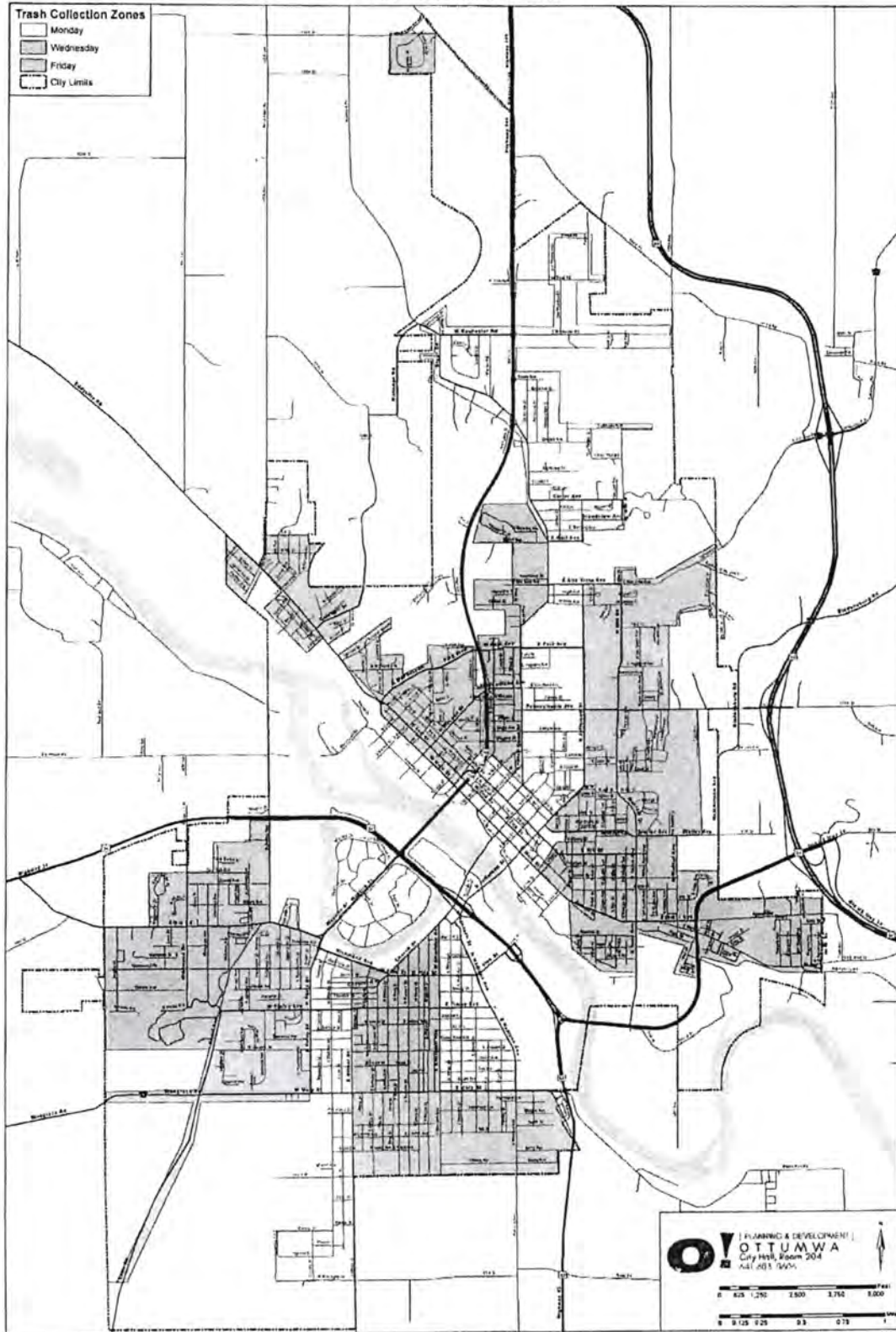
### **Drugs and Alcohol Policy**

Sparta Waste Services is dedicated to the health and safety of our drivers. Drug and/or alcohol use may pose a serious threat to driver health and safety. Therefore, it is the policy of Sparta Waste Services to prevent the use of drugs and abuse of alcohol from having an adverse effect on our drivers.

The serious impact of drug use and alcohol abuse has been recognized by the federal government. The Federal Highway Administration (FHWA) has issued regulations that require the company to implement an alcohol and controlled substances testing program. The purpose of the FHWA issued regulations is to establish programs designed to help

# City of Ottumwa, Iowa

## Trash Collection Zones





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2020

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).

<b>PRODUCER</b> TrueNorth Companies, L.C. 500 1st St SE Cedar Rapids IA 52401	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 319-366-2723      FAX (A/C, No): 319-862-0612 E-MAIL ADDRESS: certs@truenorthcompanies.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> Sparta Environmental LLC 10623 Justin Drive Urbandale IA 50322	INSURER A : Pioneer Specialty Insurance Co      40312	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**

CERTIFICATE NUMBER: 1919781410

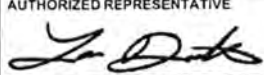
REVISION NUMBER:

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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP 1195568	4/7/2020	4/7/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							OTHER	\$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CPP 1195565	4/7/2020	4/7/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							OTHER	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 1032888	4/7/2020	4/7/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
							OTHER	\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCV 1026545	4/7/2020	4/7/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Leased/Rented Equipment			CPP 1195569	4/7/2020	4/7/2021	Limit	25,000

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 Third Ottumwa IA 52501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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OLD REPUBLIC SURETY COMPANY

Or any of its Affiliated Companies, hereinafter ("Surety")

FastBond Contract Application

For Single Bond or Aggregate Programs up to \$750,000, complete page 1 and the Indemnity Agreement on page 2.
For Single Bond or Aggregate Programs in excess of \$750,000, up to \$1,500,000, complete pages 1 and 2.
For Single Bond or Aggregate Programs in excess of \$1,500,000, contact your local ORSC underwriter with details.



CONTRACTOR INFORMATION

Company Sparta Environmental LLC Corp S Corp LLC Partnership Proprietorship
Address 10623 Justin Dr. Construction specialty
Year started 2017 Largest project completed in last 3 years: Contract price \$500,000
Project description State of Iowa
Are there any unfinished bonded contracts with other sureties, if yes, attach explanation. YES NO

Owners/Officers of the company

Name (1) Anthony Colosimo % Ownership SSN
Spouse Kate Colosimo % Ownership SSN
Home address 14092 Willow Drive Clive, Ia. 50325 Own your home? YES NO
Name (2) % Ownership SSN
Spouse % Ownership SSN
Home address Own your home? YES NO

Has the company, any related entity, any predecessor company, or any owner ever:

Failed in business or been in bankruptcy YES NO
Failed to complete a contract or had a paid claim with a surety? YES NO
Been involved in any litigation or delinquent with any payroll? YES NO
Had state or federal tax liens within the last 3 years? YES NO
Were you bonded in the past - by whom? YES NO

Explain all "YES" answers or attach an explanation

PROJECT INFORMATION

CONTRACTOR PREQUALIFICATION FOR BONDING - NO BOND NEEDED AT THIS TIME. Check here


Owner/Obligee City of Ottumwa Iowa
Project description/location Hauling of Residential Trash and Recycling
Bid date 8/25/20 Bid bond amount or % Performance/Payment bond amount or % 1 million
Estimated bid/contract price \$2,000,000 Start date 7/4/21 Completion date 6/30/31
Maintenance term Liquidated penalties \$
Total cost to complete work on hand (w/o this job) \$
If project has already bid - bid results 1) 2) 3)
Bid secured by: Check Bond Negotiated
Bond forms: Old Republic forms AIA Other (please provide copy)

\* For private projects or subcontracts, please enclose a copy of the contract and bond forms if over \$250,000

AGENCY INFORMATION

Agency name True North Agency code Contact person Lane Danielsen
Is contractor an existing insurance account? YES NO Length of relationship 2 years

The applicants and indemnitors certify the truth of all statements in this Application and authorize the Surety to verify this information and to obtain additional information from any source including obtaining a credit report. Please note that full indemnity will be required (business, owners and spouses). Also, Surety may ask additional questions or request additional information as needed.

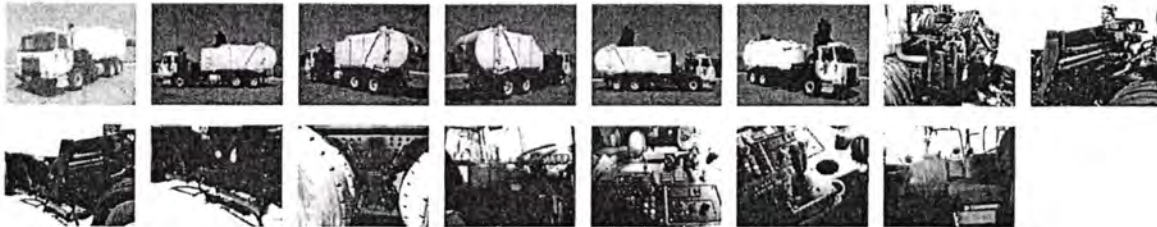
 Categories

[Home \(http://www.princemotorsusa.com/\)](http://www.princemotorsusa.com/) / [Inventory \(http://www.princemotorsusa.com/inventory/\)](http://www.princemotorsusa.com/inventory/)  
/ [Side Loaders \(http://www.princemotorsusa.com/inventory/2-Side-Loaders/\)](http://www.princemotorsusa.com/inventory/2-Side-Loaders/)


## 2009 AUTOCAR GARBAGE TRUCK FOR SALE WITH HEIL 30 YARD RAPID RAIL SIDE LOADER



([http://www.princemotorsusa.com/users/images/inventory/big/PMI\\_Large\\_Image\\_316.jpg](http://www.princemotorsusa.com/users/images/inventory/big/PMI_Large_Image_316.jpg))



**CALL FOR PRICE**

Contact Us Now 

Year: 2009

Mileage: 80,170

Chassis Make: Autocar

Engine: Cummins ISM 350HP

Chassis Model: ACX64

Transmission: Allison 4500RDS

Category: Side Loaders

Front Axle: 20,000

Body Make: Heil

Rear Axle: 46,000

Body Model: Rapid Rail

Stock #: SL770902

Body Capacity: 30yd

Price: Call for price

2009 Autocar Xpeditior Side Loader, Cummins ISM (350HP), Allison 4500 RDS Auto Transmission, 80,170 Miles, Right Hand Drive, A/C, Cruise Control, Diff-Lock, Telma Retarder, 5.63 Rear Ratio, Heil Rapid Rail Side Load Body, 30 Yard, Dump Eject, Joystick Control, Camera System, Very Clean Ex-City Unit \*Photos of Sister Unit

#### OTHER VEHICLES IN THIS CATEGORY



([http://www.princemotorsusa.com/inventory/2-Side-Loaders/102-2006-](http://www.princemotorsusa.com/inventory/2-Side-Loaders/102-2006-Isuzu-Garbage-Truck-for-Sale-with-Bridgeport-12-Yd-Automated-Side-Loader.html)

[Isuzu-Garbage-Truck-for-Sale-with-Bridgeport-12-Yd-Automated-Side-Loader.html](http://www.princemotorsusa.com/inventory/2-Side-Loaders/102-2006-Isuzu-Garbage-Truck-for-Sale-with-Bridgeport-12-Yd-Automated-Side-Loader.html))

#### SIDE LOADER

Isuzu FTR

2006

Engine: Isuzu 6HK1X 7.8L 230HP

Trans: Allison 2200RDS

Body: Bridgeport Ranger

Capacity: 12yd

**SOLD**

**MORE INFO ([HTTP://WWW.PRINCEMOTORSUSA.COM/INVENTORY/2-SIDE-LOADERS/102-2006-ISUZ](http://www.princemotorsusa.com/inventory/2-Side-Loaders/102-2006-ISUZ))**

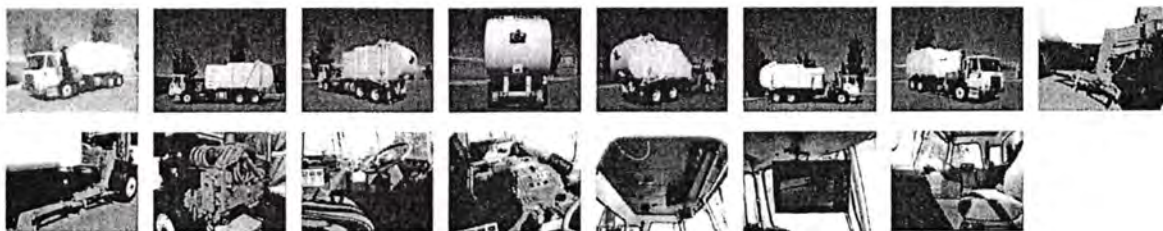
☰ Categories

Home (<http://www.princemotorsusa.com/>) / [Inventory](http://www.princemotorsusa.com/inventory/) (<http://www.princemotorsusa.com/inventory/>) / [Side Loaders](http://www.princemotorsusa.com/inventory/2-Side-Loaders/) (<http://www.princemotorsusa.com/inventory/2-Side-Loaders/>)

### 2011 AUTOCAR XPEDITOR WITH HEIL RAPID RAIL 30 YARD AUTOMATED SIDE LOADER



([http://www.princemotorsusa.com/users/images/inventory/big/PMI\\_Image\\_31.jpg](http://www.princemotorsusa.com/users/images/inventory/big/PMI_Image_31.jpg))



**CALL FOR PRICE**

Contact Us Now ↻

Year: 2011

Mileage: 74,238

Chassis Make: Autocar

Engine: Cummins ISL 345HP

Chassis Model: Xpeditor

Transmission: Allison 4500RDS

Category: Side Loaders

Front Axle: 20,000

Body Make: Heil

Rear Axle: 40,000

Body Model: Rapid Rail

Stock #: SL771045

Body Capacity: 30yd

Price: Call for price

2011 Autocar ACX Xpeditor Side Loader, Cummins ISL (345HP), Allison 4500-RDS Automatic Transmission, 74,238 Miles, Right Hand Drive, A/C, Stereo, Cruise Control, 60,000 GVW, 5.29 Rear Ratio, Heil Rapid Rail Side Load Body, 30 Yard Capacity, 700 lbs per Cubic Yard Compaction, 8 Second Arm Cycle, Dump Eject, 1,600 lbs Arm Lift Capacity, 8' Arm Reach, Curbside Toggle Control, Onboard Scale, Safety Camera System, Very Clean Ex-City Unit

#### OTHER VEHICLES IN THIS CATEGORY



(<http://www.princemotorsusa.com/inventory/2-Side-Loaders/148-2009->

[Autocar-Garbage-Truck-for-Sale-with-McNeilus-Automated-Side-Loader.html](http://www.princemotorsusa.com/inventory/2-Side-Loaders/148-2009-Autocar-Garbage-Truck-for-Sale-with-McNeilus-Automated-Side-Loader.html))

#### SIDE LOADER

Autocar Xpeditor

2009

**Engine:** Cummins ISL 365HP

**Trans:** Allison 4500RDS


**Body:** McNeilus AutoReach

**Capacity:** 31yd

**SOLD**

**MORE INFO ([HTTP://WWW.PRINCEMOTORSUSA.COM/INVENTORY/2-SIDE-LOADERS/148-2009-AUT](http://www.princemotorsusa.com/inventory/2-Side-Loaders/148-2009-AUT))**



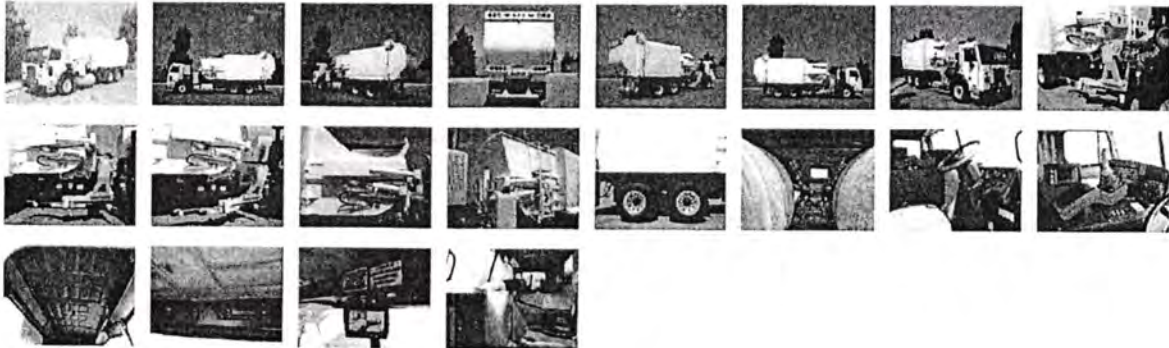
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[Home \(http://www.princemotorsusa.com/\)](http://www.princemotorsusa.com/) / [Inventory \(http://www.princemotorsusa.com/inventory/\)](http://www.princemotorsusa.com/inventory/)  
/ [Side Loaders \(http://www.princemotorsusa.com/inventory/2-Side-Loaders/\)](http://www.princemotorsusa.com/inventory/2-Side-Loaders/)


### 2013 PETERBILT 320 WITH DADEE SCORPION 30 YARD AUTOMATED SIDE LOADER



([http://www.princemotorsusa.com/users/images/inventory/big/PMI\\_Large\\_Image\\_1525.jpg](http://www.princemotorsusa.com/users/images/inventory/big/PMI_Large_Image_1525.jpg))



**CALL FOR PRICE**

Contact Us Now 

Year: 2013	Mileage: 61,377
Chassis Make: Peterbilt	Engine: Cummins ISX12 320HP
Chassis Model: 320	Transmission: Allison 4500RDS
Category: Side Loaders	Front Axle: 20,000
Body Make: Dadee Mfg	Rear Axle: 46,000
Body Model: Scorpion	Stock #: SL771056
Body Capacity: 30yd	Price: Call for price

2013 Peterbilt 320 Side Loader, Cummins ISX12 (320HP), Allison 4500 RDS Auto Transmission, 61,377 Miles, Right Hand Drive, A/C, Stereo, Power Windows, Cruise Control, Diff-Lock, 66,000 GVW, 5.38 Rear Ratio, Dadee Mfg Scorpion Side Load Body, 30 Yard Capacity, 750 lbs per Cubic Yard Compaction, 8 Second Arm Cycle, 14-17 Second Auto-Pack, Dump Eject, 2,000 lbs Arm Lift Capacity, 8' Arm Reach, Joystick Control, Camera System, Very Clean Ex-City Unit

#### OTHER VEHICLES IN THIS CATEGORY



(<http://www.princemotorsusa.com/inventory/2-Side-Loaders/28-2003->

[Autocar-WXR64-Garbage-Truck-for-Sale-with-Heil-Rapid-Rail-Side-Loader-Trash-Body.html](http://www.princemotorsusa.com/inventory/2-Side-Loaders/28-2003-Auto-car-WXR64-Garbage-Truck-for-Sale-with-Heil-Rapid-Rail-Side-Loader-Trash-Body.html))

#### SIDE LOADER

Autocar WXR64 Xpeditor  
2003

**Engine:** Cummins ISM 320HP  
**Trans:** Allison HD4560P  
**Body:** Heil Rapid Rail  
**Capacity:** 30yd

CALL FC

**MORE INFO ([HTTP://WWW.PRINCEMOTORSUSA.COM/INVENTORY/2-SIDE-LOADERS/28-2003-AUTO](http://www.princemotorsusa.com/inventory/2-Side-Loaders/28-2003-AUTO))**

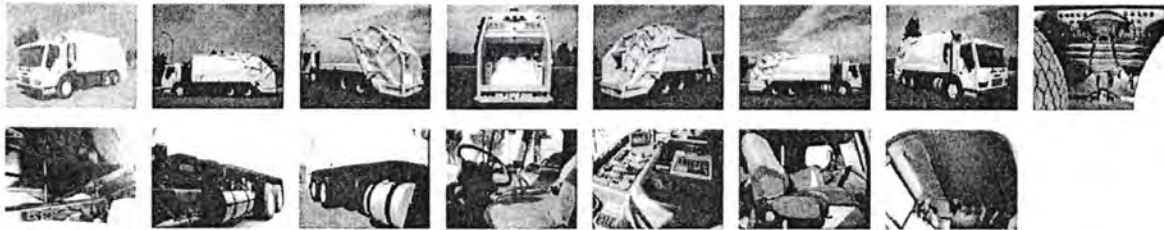
☰ Categories

[Home \(http://www.princemotorsusa.com/\)](http://www.princemotorsusa.com/) / [Inventory \(http://www.princemotorsusa.com/inventory/\)](http://www.princemotorsusa.com/inventory/)  
/ [Rear Loaders \(http://www.princemotorsusa.com/inventory/3-Rear-Loaders/\)](http://www.princemotorsusa.com/inventory/3-Rear-Loaders/)

### 2007 FREIGHTLINER GARBAGE TRUCK FOR SALE WITH NEW WAY 25YD REAR LOADER BODY



([http://www.princemotorsusa.com/users/images/inventory/big/PMI\\_Large\\_Image\\_699.jpg](http://www.princemotorsusa.com/users/images/inventory/big/PMI_Large_Image_699.jpg))



**CALL FOR PRICE**

Contact Us Now ↗

Year: 2007

Mileage: 95,485

Chassis Make: Freightliner

Engine: Cummins ISL 330HP

Chassis Model: Condor	Transmission: Allison 4500RDS
Category: Rear Loaders	Front Axle: 20,000
Body Make: New Way	Rear Axle: 40,000
Body Model: King Cobra	Stock #: RL411015
Body Capacity: 25yd	Price: Call for price

2007 Freightliner Condor Rear Loader, Cummins ISL (330HP), Allison 4500 RDS Auto Transmission, 95,485 Miles, 60,000 GVW, A/C, Diff-Lock, New Way King Cobra, 25 Yard Capacity, High Compaction Rear Loader (1,200 lbs / cubic yard), 3.55 Yard Hopper, 25-28 Second Hopper Cycle Time, Camera System, Very Clean Ex-City Unit

#### OTHER VEHICLES IN THIS CATEGORY



([http://www.princemotorsusa.com/inventory/3-Rear-Loaders/175-2004-](http://www.princemotorsusa.com/inventory/3-Rear-Loaders/175-2004-Autocar-Xpeditor-CNG-with-Loadmaster-20-Yard-Rear-Loader-Refuse-Truck.html)

[Autocar-Xpeditor-CNG-with-Loadmaster-20-Yard-Rear-Loader-Refuse-Truck.html](http://www.princemotorsusa.com/inventory/3-Rear-Loaders/175-2004-Autocar-Xpeditor-CNG-with-Loadmaster-20-Yard-Rear-Loader-Refuse-Truck.html))

**REAR LOADER**  
Autocar Xpeditor  
2004

**Engine:** Cummins 8.3G+ 280HP CNG  
**Trans:** Allison 4500RDS  
**Body:** Loadmaster Legacy  
**Capacity:** 20yd

**SOLD**

**MORE INFO ([HTTP://WWW.PRINCEMOTORSUSA.COM/INVENTORY/3-REAR-LOADERS/175-2004-AUT](http://www.princemotorsusa.com/inventory/3-REAR-LOADERS/175-2004-AUT))**



## 2002 CCC LET40E

Condition	Used
Stock Number	Q25468
Serial	1CYCAA4802T045679
Miles	89123

### Description

2002 CCC, LET40E, Heavy Duty Trucks - Recycling Trucks, Caterpillar 3126, , G-S Products Top Load Recycle Body Model # GS5038D, dual steering, AM/FM radio, air brakes, 33,000#GVW, Horse Power, Spring Suspension, All Steel Wheels, 194 Wheel Base, 11R24.5, Rear Axle lbs, Ratio, , VIN 1CYCAA4802T045679

### Specifications

#### General

Manufacturer	CCC
Category	Recycle Truck
Subcategory	Recycle Truck
Model	LET40E
Year	2002
Condition	Used
Stock Number	Q25468
Serial	1CYCAA4802T045679
Miles	89123
Color	White

#### Operational

Suspension	Spring
Cylinder	3126
Axle	4x2

#### Engine Drivetrain

Engine Make	Caterpillar
Engine Model	3126
Fuel Type	Diesel

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

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

Council Meeting of : Oct 20, 2020

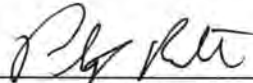
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 230-2020 - a resolution to accept the proposal from Ahlers Cooney, PC for the provision of general legal services.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 230-2020

DISCUSSION:

With the vacancy of the City Attorney position, City Administration requested the option to contract out the legal services. On August 4 this was approved. The city received four proposals and City Council interviewed three firms on October 6. The City Council recommended contracting with Ahlers Cooney, PC for the general legal services, while leaving discretion with the City Administrator to contract with other firms for specialized legal work and potentially some of the prosecution work should the relationship with Ahlers provide issues with access or pricing. A copy of the engagement letter is attached.

Source of Funds:

Budgeted Item:



Budget Amendment Needed:

**RESOLUTION NO. 230-2020**

**RESOLUTION ACCEPTING THE PROPOSAL FROM AHLERS & COONEY,  
PC FOR THE PROVISION OF GENERAL LEGAL SERVICES**

**WHEREAS**, the City Council is desirous of contracting out for general legal services on behalf of the City of Ottumwa; and

**WHEREAS**, the City of Ottumwa solicited proposals from qualified firms for the provision of these services; and

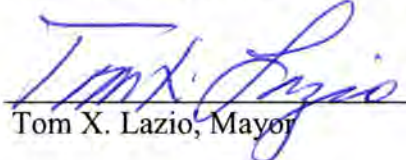
**WHEREAS**, the City Council interviewed qualified firms on October 6, 2020 and selected Ahlers & Cooney, PC to provide general legal services on behalf of the City of Ottumwa.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA**, that approval of the attached General Legal Services Engagement Agreement 2020-2021 is granted and that the Mayor and the City Clerk of the city of Ottumwa, Iowa, are hereby authorized and directed to execute said Agreement on behalf of the City.

**BE IT FURTHER RESOLVED**, that the City Council provides the City Administrator with discretion to utilize other firms as necessary for specialized legal services, as resolution to potential conflicts of interest, and/or increased efficiency in the provision of legal services.

APPROVED, PASSED AND ADOPTED, this 20<sup>th</sup> day of October, 2020.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



**Ahlers & Cooney, P.C.**  
*Attorneys at Law*

100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231

**Phone:** 515-243-7611

**Fax:** 515-243-2149

**www.ahlerslaw.com**

Kristine Stone

515.246.0314

kstone@ahlerslaw.com

October 9, 2020

Mayor and City Council  
c/o Philip Rath  
City of Ottumwa  
105 East Third Street  
Ottumwa, IA 52501

*Sent via email only*

**RE: General Legal Services Engagement Agreement 2020-2021**

Dear Mayor Lazio & City Council Members:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. (the "Firm") will represent the City of Ottumwa (the "City") in connection with certain general legal services generally described herein. The City Council has appointed Kristine Stone of the Firm to serve as its Primary City Attorney and Maria Brownell as the Assistant City Attorney/City Prosecutor. The parties agree that Kristine Stone will be primarily responsible for serving as City Attorney and Maria Brownell and / or other attorneys of the Firm may assist Ms. Stone, when necessary.

**SCOPE OF ENGAGEMENT**

Upon request of the Mayor, City Council or City Administrator, the Firm will provide legal direction, advice, counsel, training, consultation, and opinions on all forms of City business including, but not limited to, the following services:

1. Advise and assist in the preparation of ordinances, orders, resolutions and regulations.
2. Prepare and pass on the legality and correctness and form of contracts, performance and other required bonds pursuant to City Code, and other legal instruments and documents.
3. Advise the City Council and all department heads and other administrative officials of the City as to the legality of any proposed action.
4. Be responsible for all prosecutions under the City Code or other ordinances of the City.
5. Represent the City as attorney in all legal proceedings in which the City is a party before any court or any judicial administrative or other body, including legal proceedings in which the City has retained special counsel to assist in the representation of the City.



6. Settle or compromise claims for suits at law or in equity in which the City may be a party, either by judgement entry or otherwise, subject to such procedures as the City Council may establish.
7. Preserve in its office copies of all written opinions given by the office.
8. Perform such other duties as may be required by state law or by the City Council.
9. Have a member of the Firm in attendance at all meetings of the City Council, except when excused. Such attendance may be by phone or other electronic means as the City may approve.
10. Recommend to the City Council when it is advisable to hire special counsel to represent or assist in the representation of the City in legal proceedings or in the preparation of legal documents or performing other legal services required of the office.

### FEES

In calendar years 2020-2021 ("Term"), the Firm will charge a 10% discounted rate from the responsible attorney's standard hourly rate for work performed for the "standard city attorney services" enumerated in items 1-10 above. We agree that the discounted fees for "standard city attorney services" will not increase for calendar years 2020 and 2021. The Firm will charge its standard hourly rates on any particular assignment beyond the scope of the "standard city attorney services" identified herein. Those rates are reviewed and may be adjusted in January of each year.

The Firm's hourly fee structure is listed below.

<b>Attorney</b>	<b>2020 standard rate</b>	<b>10% discounted rate</b>
Kristine Stone	\$240 / hour	\$216 / hour
Maria Brownell	\$235 / hour	\$211.50 / hour
Jenna Bishop	\$200 / hour	\$180 / hour

The Firm agrees to charge a discounted rate of \$175 per hour for travel time and for attendance at City Council meetings and other City Board meetings. We may engage legal assistants to assist with the work that we perform under this engagement. Legal assistants bill at a rate of \$130 per hour.

The scope of this Agreement is limited to those services expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, our duties under this Agreement do **not** include:

1. Any litigation the Firm determines is beyond the scope of standard city attorney services;
2. Any labor negotiations, employment related hearings, including arbitrations, grievance hearings, fact-finding hearings, and disciplinary hearings;
3. Any eminent domain;

4. Significant land use projects;
5. Telecommunications;
6. Bond counsel and specialized finance services;
7. Regulatory and administrative hearings before other public agencies;
8. Public improvement contract advice, proceedings, contract review and negotiation;
9. Defending any legal challenges to or arising out of a particular public improvement project;
10. Any urban renewal or economic development related legal services;
11. Services related to electrical power supply or transmission services; and
12. Any other legal services not identified herein.

The parties acknowledge the City and the Firm have existing engagement agreements for urban renewal, economic development, labor, and bond (finance) related services, separate from this Agreement. The City Council may limit or expand the scope of this Agreement from time to time, provided that any such proposed modification is agreed to in writing by our Firm.

There may be situations that arise from time to time where unique circumstances or activities may warrant the need to engage other attorneys or law firms in connection with the operations of the City of Ottumwa. To the extent the Firm recommends the City engage one or more additional attorneys or law firms, and the City approves such an engagement (prior approval of the City Council of such engagement being required), said engagement shall be between the City and said attorney or law firm.

#### **BILLING MATTERS**

The Firm will invoice the City on a monthly basis. The format for the statements will contain a description of the dates and a detailed description of the tasks performed, the professionals performing the tasks and the amount of time spent on the tasks, a summary of each professional's time and billing rate, total time, the total fees and an itemization of any expenses. The City will not be billed for time for preparation of such statements.

In addition, the Firm will bill the City for all expenses incurred on its behalf, such as deliveries and other related expenses. The Firm will not charge the City for photocopying expenses, except to the extent such expenses are incurred in connection with litigation matters. Payment is due and payable within thirty (30) days of receipt of the invoice.

If, for any reason, the City terminates the engagement governed by this Agreement, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services. The fee charged by the Firm for this representation will be based in part on the current hourly rate of the person performing the service at the time services are performed. We will also bill you for all expenses we have incurred as outlined above.

#### **ATTORNEY-CLIENT RELATIONSHIP**

Upon execution of this Agreement, the City of Ottumwa will be our client and an attorney-client relationship will exist with the Firm with respect to services for which the City

October 9, 2020

Page 4

Council or City Administrator requests our assistance. Either party hereto may terminate this engagement for any reason or no reason upon prior written notice.

### RECORDS

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Original signed copies of all agreements and documents will be provided to the City at the time of execution thereof. Our own files, including lawyer work product, pertaining to the above-referenced engagement will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this engagement; provided, however, prior to disposition of such documents or other material, the Firm will notify the City of such planned disposition, and the City may elect to have such documents or other material delivered to the City.

### APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the City Council, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City of Ottumwa and we look forward to working with you.

Sincerely,

AHLERS & COONEY, P.C.

By *Kristine Stone*

Kristine Stone

Accepted and approved on behalf of the City of Ottumwa\*

By:

Title: Mayor



Dated:

10.20.2020

\*Authorized by Resolution \ Motion 230-2020 approved by the City Council on Oct 20, 2020.

CITY OF OTTUMWA

Staff Summary

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

2020 OCT 16 AM 10:2

Council Meeting of: October 20, 2020

Parks & Recreation  
Department

Alicia Bankson  
Prepared By  
*Rene Rathje*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution #231-2020. Accepting the work as final and complete and approving the Final Pay Request for Beach Renovations Phase 4 – Shade Structures Installation 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 #231-2020.

DISCUSSION: This project installed new designated shade structures around the outdoor pools, complete with new concrete foundations, prefabricated steel framing and woven vinyl mesh fabric.

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

Phase 4 Project Cost Summary to Date:

Public Improvement Contracts:

Wave Generation Equipment	\$	115,375.00	(complete)
Wave Generation Equipment Installation	\$	34,609.90	(complete)
Wave Generation Blower and Motor Repair	\$	8,026.76	(complete)
Slide Repair/Restoration	\$	71,107.00	(complete)
Slide Structural Support Repainting	\$	113,687.75	(complete)
Volleyball Court Reconstruction	\$	75,000.00	(postponed)
<b>New Shade Structure Installation</b>	\$	<b>108,898.54</b>	<b>(complete)</b>
Total	\$	526,704.95	

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

RFP's:

Kitchen Floor Resurfacing	\$	7,960.00	(complete)
Overhead Door Replacement	\$	8,250.00	(complete)
Pool Netting and Rope Fencing Replacement	\$	9,983.88	(complete)
Walk-in Cooler Replacement	\$	16,419.83	(complete)
Storm Sewer Improvements (Draining Improvements)	\$	23,236.80	(complete)
Aluminum Entrance Door Repair	\$	15,000.00	(postponed)
Recirculating Pump Replacement	\$	8,538.43	(complete)
Wood Fencing Repair	\$	5,660.00	(complete)
Final Landscaping and Seeding	\$	15,000.00	(postponed)
Dedication Plaque	\$	2,868.92	(complete)
Portable Storage Building	\$	4,029.92	(complete)
Total	\$	<u>116,947.78</u>	

Total Phase 4 Costs:

Contracts	\$	526,704.95
RFP's	\$	<u>116,947.78</u>
Total	\$	643,652.73 *

Funding: Phase 4 \$ Available from Bond Proceeds: \$700,000.00

\* Total does not include costs associated with staff time and minor expenses.

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #231-2020

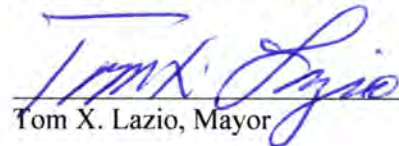
A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE BEACH RENOVATIONS PHASE 4 – SHADE STRUCTURES INSTALLATION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on October 15, 2019 with ACCO Unlimited Corporation of Johnston, Iowa for the above referenced project.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Beach Phase 4, Shade Structures Installation Project is hereby accepted as complete and authorization to make final payment to ACCO Unlimited Corporation of Johnston, Iowa, Iowa in the amount of \$5,444.93 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 20<sup>th</sup> day of October, 2020.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



OCT 16 AM 10:20

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: October 20, 2020

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

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

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

AGENDA TITLE: Resolution #232-2020. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2020 Chip Seal Program.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution #232-2020.

DISCUSSION: This project was for the application of a Chip & Seal Coat to existing HMA overlay streets in an attempt to extend their life expectancy. This process included sealing and patching the existing pavement surface, applying an asphalt emulsion coat, and then topping with a pea gravel wearing course surface. We selected an area in which the average HMA surface is 15 years old. By applying the seal coat, we extended the useful life another 15 years. The streets that were selected are as follows:

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| Quincy Ave: Harvey to Ingersoll | Ferry St: Harvey to Montagne Lane |
| Ingersoll: Quincy to Webster    | Prosser St: Ferry to Lillian      |
| Webster: PCC to Prosser         | Lillian St: Prosser to Harvey     |
| Harvey: Webster to Milner       | Ransom St: Loomis to Dead End     |

Change Order #1 increases the contract sum by \$5,046.04 for the increase of quantity adjustments.

Manatts, Inc. of Ottumwa, Iowa has completed the above referenced work according to the plans and specifications. This will authorize approval of Change Order #1 with final payment releasing all retainage.

Original Contract Amount	\$64,303.34
Change Order #1	\$ 5,046.04
New Contract Amount	\$69,349.38
Less Previous Payments	\$61,087.61
Final Amount Due	\$ 8,261.77

Source of Funds: Road Use

Budgeted Item: Yes

Budget Amendment Needed: No



RESOLUTION #232-2020

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK  
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST  
FOR THE 2020 CHIP SEAL PROGRAM.

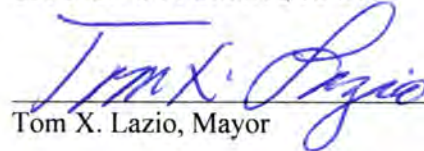
WHEREAS, The City Council of the City of Ottumwa, awarded a contract on June 16, 2020 to Manatt's, Inc. of Ottumwa, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$5,046.04. The total new contract sum is \$69,349.38. 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 2020 Chip Seal Program is hereby accepted as complete and authorization to make final payment to Manatt's, Inc. of Ottumwa, Iowa in the amount of \$8,261.77 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 20<sup>th</sup> day of October, 2020.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



**Section 640  
CHANGE ORDER**

Project: 2020 Chip Seal Program To Contractor: MANATTS

Change Order Number: 1

The Contract is changed as follows:  
Quantity Adjustments

DATE
\$5,046.04
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
Total: \$5,046.04

Base bid amount \$64,303.34

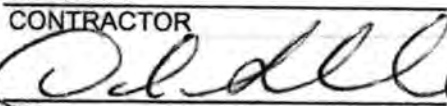
**NEW PROJECT TOTAL \$69,349.38**

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

The Original Contract Sum was	<u>\$64,303.34</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$64,303.34</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$5,046.04</u>
The new Contract Sum including this change order	<u>\$69,349.38</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days
The date of Substantial Completion as of the date of this Change Order is <u>in accordance with contract documents.</u>	

  
ENGINEER  
DIRECTOR OF PUBLIC WORKS

10-14-2020  
DATE

MANATTS  
CONTRACTOR  
  
BY

OCT 14 2020  
DATE  
VICE PRESIDENT  
TITLE

**SECTION 630  
PAY ESTIMATE**

**CITY OF OTTUMWA**

**APPLICATION FOR PAYMENT**

TO OWNER: City of Ottumwa

PROJECT: 2020 Chip Seal Program

PAY REQUEST NO. 2

Final

FROM CONTRACTOR: MANATTS

PAY PERIOD: 10-Oct-20

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application for payment is made as follows:

1. Original Contract Sum	<u>\$64,303.34</u>
2. Net change by Change Orders	<u>\$5,046.04</u>
3. Contract Sum to Date (Line 1± Line 2)	<u>\$69,349.38</u>
4. Total Completed and Stored to Date	<u>\$69,349.38</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$69,349.38</u>
7. Less Previous Payments	<u>\$61,087.61</u>
8. Current Payment Due	<u>\$8,261.77</u>

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

CONTRACTOR: MANATT'S INC  
BY: [Signature]

DATE: OCT 14 2020  
TITLE: VICE PRESIDENT

**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.

[Signature]  
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$8,261.77

DATE: 10-14-2020

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

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

Council Meeting of : Oct 20, 2020

Planning & Development  
Department

Kevin C. Flanagan  
Prepared By  
Kevin C. Flanagan  
Department Head

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

AGENDA TITLE: Resolution NO. 233-2020 a Resolution setting the time and date of a public hearing on the annexation of certain land to the City of Ottumwa, Iowa and accepting an application for the voluntary annexation of certain land to the City of Ottumwa and providing for notice of certain City Council action

\*\*\*\*\*

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

RECOMMENDATION: Approve and Pass Resolution NO. 233-2020.

DISCUSSION: The septic tank at 1120 Pennsylvania failed, requiring a connection to the City's sewer system. Due to the property being contiguous with the City 's corporate boundary, the owners of 1120 East Pennsylvania, Laura and Shawn Berry, have agreed to voluntary annexation of the property, in order to receive City services. The owners have also waived their right to withdraw within three days of our public hearing on their application.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

As in any annexation case, the property will be annexed into the City with an AG District zoning, and will be subsequently rezoned appropriate to its current use and consistent with the City's Future Land Use Map and Plan, once it is within the City's corporate boundary. The property is 4.53 acres and has a current tax assessed value of \$126,740. Net taxable value is currently \$69,801. Building value currently stands at \$91,560, with land value at \$35,180.

## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

October 20, 2020

5:30 P.M.

- Resolution setting the date of a public hearing on the annexation of certain land to the City of Ottumwa, Iowa, and accepting an application for voluntary annexation of certain land to the City of Ottumwa and providing for notice of certain City Council action

### IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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

October 20, 2020

The City Council of the City of Ottumwa, State of Iowa, met in Regular session, in the Council Chambers, City Hall, 105 Third Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Lazio, in the chair, and the following named Council Members:

Marc Roe, Skip Stevens, Bob Meyers, Holly Berg, Matt Dalbey

Absent: None

Vacant: None

\* \* \* \* \*

Council Member Roe then introduced the following proposed Resolution entitled "RESOLUTION SETTING THE DATE OF A PUBLIC HEARING ON THE ANNEXATION OF CERTAIN LAND TO THE CITY OF OTTUMWA, IOWA, AND ACCEPTING AN APPLICATION FOR VOLUNTARY ANNEXATION OF CERTAIN LAND TO THE CITY OF OTTUMWA AND PROVIDING FOR NOTICE OF CERTAIN CITY COUNCIL ACTION", and moved that the same be adopted. Council Member Dalbey seconded the motion to adopt. The roll was called, and the vote was:

AYES: Marc Roe, Skip Stevens, Bob Meyers, Holly Berg, Matt Dalbey

NAYS: None

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

**RESOLUTION NO. 233-2020**

**RESOLUTION SETTING THE DATE OF A PUBLIC HEARING ON THE ANNEXATION OF CERTAIN LAND TO THE CITY OF OTTUMWA, IOWA, AND ACCEPTING AN APPLICATION FOR VOLUNTARY ANNEXATION OF CERTAIN LAND TO THE CITY OF OTTUMWA AND PROVIDING FOR NOTICE OF CERTAIN CITY COUNCIL ACTION**

WHEREAS, the City Council of the City of Ottumwa, Iowa (the "City") has received an application for voluntary annexation to the City (the "Application") from Shawn Berry and Laura Berry, owners of the following described tract of land, to wit:

1120 East Pennsylvania property

The East Half (E½) of Lots Seven (7) and Eight (8) of William H. Hammond's Subdivision of the South Half (S½) of the Northwest Quarter (NW¼) of Section Twenty (20), Township Seventy-two (72) North, Range Thirteen (13) West of the 5th P.M. in Wapello County, Iowa.

(the "Annexation Territory"); and

WHEREAS, the Annexation Territory contains approximately 4.53 acres more or less, and a map of the Annexation Territory is available for public inspection in the office of the City Clerk; and

WHEREAS, the Annexation Territory is not located within an urbanized area of any city other than the City of Ottumwa; and

WHEREAS the City Council wishes to give proper consideration to the Application as required by law.

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

Section 1. That a public hearing shall be held on the proposed Application before the City Council at its meeting in the Council Chambers, City Hall, 105 Third Street, Ottumwa, Iowa, which commences at 5:30 P.M. on November 17, 2020, at which meeting the City Council proposes to take action on the Application.

Section 2. The City Clerk is hereby directed to send a copy of the Application and this Resolution to the Board of Supervisors of Wapello County by certified mail at least fourteen (14) business days prior to the public hearing date set in this Resolution, together with a notice that the City Council will consider the Application and take action on the date set.



Section 3. The City Clerk is hereby directed to cause notice to be published in the Ottumwa Courier, an official county newspaper of Wapello County, of the Application and the date upon which the Council will consider and act upon the Application, at least fourteen (14) days prior to the public hearing date, such notice to be in substantially the following form:

NOTICE OF INTENT TO HOLD A PUBLIC HEARING AND  
ACT UPON AN APPLICATION FOR VOLUNTARY ANNEXATION

The Ottumwa City Council will hold a public hearing at its meeting in the Council Chambers, City Hall, 105 Third Street, Ottumwa, Iowa, which meeting begins at 5:30 P.M. on November 17, 2020, on the proposed voluntary annexation of the following property to the City of Ottumwa:

1120 East Pennsylvania property

The East Half (E½) of Lots Seven (7) and Eight (8) of William H. Hammond's Subdivision of the South Half (S½) of the Northwest Quarter (NW¼) of Section Twenty (20), Township Seventy-two (72) North, Range Thirteen (13) West of the 5th P.M. in Wapello County, Iowa.

The above-described property contains approximately 4.53 acres more or less. A map of the property is available for public inspection in the office of the City Clerk.

At said meeting, the City Council will hold a public hearing and consider whether to approve by resolution the annexation of the above-described property to the City. Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

Please check the posted agenda in advance of the November 17, 2020 meeting for any updates to the manner in which the public may access the hearing. Please contact the City Clerk's office at (641) 683-0600 if you have questions about the format of the meeting or to request copies of the annexation documents.

This Notice is given by authority of the City Council of the City of Ottumwa.

Dated this 20 day of October, 2020

Christie Reinhard  
City Clerk, City of Ottumwa, Iowa

(End of Notice)

APPROVED this 20 day of October, 2020

Tom X. Lopez  
Mayor



Attest:

Christa Reinhard  
City Clerk

CERTIFICATE

STATE OF IOWA                                 )  
  ) SS  
COUNTY OF WAPELLO                     )

I, the undersigned City Clerk of Ottumwa, Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of said Municipality showing proceedings of the Council, and the same is a true and complete copy of the action taken by said Council with respect to said 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 (a copy of the face sheet of said agenda being attached hereto) 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 said 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 said 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 said Municipality hereto affixed this 20<sup>th</sup> day of October, 2020.

Christine Reinhard  
City Clerk, Ottumwa, Iowa





CITY OF  
OTTUMWA

**Citizen Input Request Form**

10-20-2020

Council Meeting Date

Name: Rachelle Henry

Address: P.O. Box 731

Item No. to Address: Civil Rights Comm.  
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and 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 not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.



CITY OF  
OTTUMWA

**Citizen Input Request Form**

10-20-2020

Council Meeting Date

Name: Lorraine Uehly

Address: \_\_\_\_\_

Item No. to Address: \_\_\_\_\_  
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

Ottumwa Civil/Human Rights  
Commission.

\*\*\*\*\*

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and 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 not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.