



[CITY OF]

OTTUMWA

TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 10
Council Chambers, City Hall

March 15, 2022
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Hull, Pope, Roe, Galloway, McAntire and Mayor Johnson.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 8 on March 1, 2022 as presented.
2. Approve the updated Salary Schedule, as presented.
3. Approve the Lease Agreement for the Ottumwa School District for the big baseball diamond from March 21, 2022 through December 31, 2022.
4. Resolution No. 67-2022, approving the contract, bonds, and certificate of insurance for the Pawnee Drive Reconstruction Project.
5. Resolution No. 82-2022, setting April 5, 2022 as a date for a public hearing for the purpose of considering a lease agreement between the City of Ottumwa and AvFuel Corporation.
6. Beer and/or liquor applications for: MAD Ave. Quick Shop, 405 S. Madison Ave.; Pizza Hut, 1247 Theater Drive; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Continued ARPA funding questions/proposals – Mary Margaret – Whatsoeveryou do.

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. Approve an additional step increase for Jay (JD) Wheaton.

RECOMMENDATION: Approve an additional step increase for Jay (JD) Wheaton effective February 27, 2022.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the approval of a ten-year Lease Agreement with the USDOT-FAA for the Remote Communications Outlet (RCO) room in the Terminal Building at the Ottumwa Regional Airport.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 60-2022, authorizing the Mayor to sign the ten-year Lease Agreement with the

USDOT-FAA for the Remote Communications Outlet (RCO) room at the Ottumwa Regional Airport.

RECOMMENDATION: Pass and adopt Resolution No. 60-2022.

2. This is the time, place and date set for a public hearing on the proposed adoption of the 2023 City Budget.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 64-2022, adopting the annual budget for the Fiscal Year ending June 30, 2023.

RECOMMENDATION: Pass and adopt Resolution No. 64-2022.

3. This is the time, place and date set for a public hearing on the disposal of City owned property described as Lot 11 in Block 3 of the Blake Park Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 817 Chester Avenue.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 76– 2022, accepting the offer and approving the sale of City owned property commonly known as 817 Chester Avenue, to Rippling Waters for \$125.

RECOMMENDATION: Pass and adopt Resolution No. 76-2022.

4. This is the time, place and date set for a public hearing on the application to the Iowa Economic Development Authority for a Community Development Block Grant from the COVID-19 Program.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 77-2022, authorizing the Mayor to sign and submit the application to the Iowa Economic Development Authority for a Community Development Block Grant from the COVID-19 Program for The Ottumwa Blessings Soup Kitchen / food program assistance project and, if funded, to sign all contract related documents.

RECOMMENDATION: Pass and adopt Resolution No. 77-2022.

H. RESOLUTIONS:

1. Resolution No. 50-2022, awarding the contract for the 2022 Street Patch Repair Program to TK Concrete, Inc. of Pella, Iowa, in the amount of \$145,750.

RECOMMENDATION: Pass and adopt Resolution No. 50-2022.

2. Resolution No. 66-2022, approving Professional Services Agreement between the City of Ottumwa and McClure Engineering Company for the Highway 34 – Vine Street Interchange Project and authorizing the Mayor to sign the agreement.

RECOMMENDATION: Pass and adopt Resolution No. 66-2022.

3. Resolution No. 68-2022, approving the Iowa's Transportation Alternatives Program (TAP) Application for the Oxbow Lagoon Link Trail and authorizing the mayor to sign the application.

RECOMMENDATION: Pass and adopt Resolution No. 68-2022.

4. Resolution No. 69-2022, awarding the contract for the Blake's Branch Sewer Separation - Phase 8, Division 1, East of Iowa Ave Project to Langman Construction, Inc. of Rock Island, Illinois, in the amount of \$3,143,755.

RECOMMENDATION: Pass and adopt Resolution No. 69-2022.

5. Resolution No. 70-2022, setting Public Hearing on Proposed Ordinance No. 3193-2022 Granting an Electric Transmission Franchise to ITC Midwest LLC.

RECOMMENDATION: Pass and adopt Resolution No. 70-2022.

6. Resolution No. 71-2022, setting dates of a consultation and a public hearing on a proposed Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan in the City of Ottumwa, State of Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 71-2022.

7. Resolution No. 72-2022, awarding the contract for mowing and nuisance clean-up services for the City of Ottumwa to Iowa Fence, Inc. of West Des Moines, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 72-2022.

8. Resolution No. 73-2022, fixing date for a public hearing on the proposal to enter into a Development Agreement with Hopkins Properties LLC, and providing for publication of notice thereof.

RECOMMENDATION: Pass and adopt Resolution No. 73-2022.

9. Resolution No. 78-2022, authorizing the Mayor to sign grant administration services and design services contracts for the Iowa Economic Development Community Development Block Grant (CDBG-CV) Façade Grant.

RECOMMENDATION: Pass and adopt Resolution No. 78-2022.

10. Resolution No. 79-2022, adopting the Iowa Economic Development Authority (IEDA) Community Development Block Grant (CDBG) Policy Packet.

RECOMMENDATION: Pass and adopt Resolution No. 79-2022.

11. Resolution No. 80-2022, adopting the Policy Statements governing the operation of the City of Ottumwa's Blocks to Neighborhoods Program.

RECOMMENDATION: Pass and adopt Resolution No. 80-2022.

12. Resolution No. 81-2022, fixing date for a public hearing on an application to the Iowa Economic Development Authority for a Community Development Block Grant from the COVID-19 Program, for a project at 307-309 E. Main Street.

RECOMMENDATION: Pass and adopt Resolution No. 81-2022.

I. ORDINANCES:

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 3/11/2022 TIME: 9:00 AM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #10 to be held on
3/15/2022 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO.	0534	
DEPT. ID	4717	
PGS.	5	
TX INCOMPLETE	-----	
TRANSACTION OK	96847834	Ottumwa Courier
	916606271885	KTVO
	96823269	Ottumwa Waterworks
ERROR	96828482	Tom FM



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JOB NO.	0534	
DEPT. ID	4717	
ST. TIME	03/11 08:55	
SHEETS	5	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	96847834	Ottumwa Courier
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MEMO: Tentative Agenda for the Regular City Council Meeting #10 to be held on
3/15/2022 at 5:30 P.M.

REGULAR MEETING NO. 8
Council Chambers, City Hall

March 1, 2022
5:30 O'Clock P.M.

The meeting was called to order at 5:30 P.M.

Present were Council Member Galloway, McAntire, Hull, Pope, Roe and Mayor Johnson.

Hull moved, seconded by Roe to approve the following consent agenda items: Mins from Regular Mtg. No. 7 on Feb. 15, 2022 as presented; Ack. Jan. financial stmt. and pymt. of bills as submitted by Finance Dept.; Approve appt. of Will Heckart to Equip. Operator – Traffic on or about March 13, 2022; Approve appt. of Jason Guyette to Operator at WPCF on or about March 13, 2022; Civil Service Commission Elig. Lists for Feb. 23, 2022: Bldg. Inspector Entrance and Utility Worker – Various Entrance; Res. No. 54-2022, approving contract, bonds, and cert. of ins. for Cooper Ave. Reconstruction Project (Main to Second); Res. No. 55-2022, approving contract, bonds, and cert. of ins. for Lillian St. Reconstruction Project (Mary to Williams); Res. No. 59-2022, setting March 15, 2022 as the date of a public hearing to consider ten-yr. renewal of lease agt. between the City and USDOT-FAA; Res. No. 62-2022, setting March 15, 2022 as the date of a public hearing on the disposition of City owned vacant lot at 817 Chester Ave.; Res. No. 63-2022, setting March 15, 2022 as the date of a public hearing on Proposed Adoption of the 22/23 Annual Budget for the City of Ottumwa, IA; Beer and/or liquor applications for: Coffee Pho 77, 1111 Quincy Ave., #109 & #107; all applications pending final inspections. All ayes.

Galloway moved, seconded by Pope to approve the agenda as presented with removal of Item H-5, Res. No. 58-2022, approving a Lease Agt. between the City and Avfuel Corp. All ayes.

2021 BVC Annual Rpt. and Presentation of Check from BVC, Inc. Brd of Dir. BVC Exec. Dir. Hallgren and Jamie Scott presented a check for \$200,000.

City Admin. Rath discussed ARPA requests. The City needs to have ARPA funding allocated by the end of March; some plan on presenting at our March 15 mtg. TJ Heller from Southeast IA Sports Commission is here this evening to present. The Commission has garnered over \$6 Million of the \$9 Million needed for the project and have come to the City with their official ask: \$500,000, plus utility and dirt work (dollar amt. not specified yet) plus lease to land at Sycamore Park for \$1/per yr. for 100 yrs. Topics discussed: property taxes, sustainability, employees, Legacy.

Rath also presented annual review on the State of the City.

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

This was the time, place and date set for a public hearing on the auth. of a Loan Agt. and the issuance of Notes not to exceed \$3,300,000 to evidence the obligation of the City thereunder. Rath stated this funding is requested for procurement of law enforcement vehicles, dispatch software, equip. and cameras; fire apparatus; nuisance eradication program, tennis courts, airport improv. and items for public works: sidewalk drop program, GPS system and tree trimming. Tim Oswald with Piper Sandler further explained; you are auth. to institute proceedings to cont. with the bonding process; you have two essential purposes and six general-purpose proceedings. These resolutions do not state you are borrowing the money, but instituting proceedings as the statute requires you to either adopt intent or start the process all over. Council requests Mr. Oswald to return for a work session next week. No objections rec'd. Hull moved, seconded by McAntire to close the public hearing. All ayes.

Roe moved, seconded by Galloway that Res. No. 41-2022, instituting proceedings to take add'l action for the issuance of Not to exceed \$3,300,000 Gen. Obligation Capital Loan Notes (ECP-1), be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the auth. of a Loan Agt. and the issuance of Notes not to exceed \$700,000 to evidence the obligation of the City thereunder. Rath reported this funding is requested for procurement of Comm. Development (roof and façade grants, downtown development, historic preservation plan and economic development grant). No objections rec'd. Roe moved, seconded by McAntire to close the public hearing. All ayes.

Galloway moved, seconded by Hull that Res. No. 42- 2022, instituting proceedings to take add'l action for the issuance of Not to exceed \$700,000 Gen. Obligation Capital Loan Notes (GCP-2), be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the auth. of a Loan Agt. and the issuance of Notes not to exceed \$700,000 to evidence the obligation of the City thereunder. Rath reported this funding is requested for procurement of Comm. Development (property purchase, neighborhood development, and rail relocation eng.). No objections rec'd. Galloway moved, seconded by Pope to close the public hearing. All ayes.

Galloway moved, seconded by Hull that Res. No. 43-2022, instituting proceedings to take add'l action for the issuance of Not to exceed \$700,000 Gen. Obligation Capital Loan Notes (GCP-3), be passed and adopted. Vote taken: Ayes: Galloway, McAntire, Hull, Pope. Abstain: Roe (Current Executive Dir. Partners in Progress). Motion carried.

This was the time, place and date set for a public hearing on the auth. of a Loan Agt. and the issuance of Notes not to exceed \$700,000 to evidence the obligation of the City thereunder. Rath reported this funding is requested for procurement of Municipal Property (City Hall HVAC system updates). No objections rec'd. McAntire moved, seconded by Pope to close the public hearing. All ayes.

Roe moved, seconded by McAntire that Res. No. 44-2022, instituting proceedings to take add'l action for the issuance of Not to exceed \$700,000 Gen. Obligation Capital Loan Notes (GCP-4), be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the auth. of a Loan Agt. and the issuance of Notes not to exceed \$700,000 to evidence the obligation of the City thereunder. Rath reported this funding is requested for procurement of Municipal Property (fire station improv., Beach maint., cemetery rental maint., BVC maint.) and Municipal Fleet (bldg. code/planning vehicles, parks vehicles). No objections rec'd. Galloway moved, seconded by Hull to close the public hearing. All ayes.

Rull moved, seconded by McAntire that Res. No. 45-2022, instituting proceedings to take add'l action for the issuance of Not to exceed \$700,000 Gen. Obligation Capital Loan Notes (GCP-5), be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the auth. of a Loan Agt. and the issuance of Notes not to exceed \$700,000 to evidence the obligation of the City thereunder. Rath reported this funding is requested for procurement of Comm. Development (housing programs); Municipal Fleet (airport vehicles); Technology (record maint. software). No objections rec'd. McAntire moved, seconded by Galloway to close the public hearing. All ayes.

Galloway moved, seconded by Hull that Res. No. 46-2022, instituting proceedings to take add'l action for the issuance of Not to exceed \$700,000 Gen. Obligation Capital Loan Notes (GCP-6), be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the auth. of a Loan Agt. and the issuance of Notes not to exceed \$700,000 to evidence the obligation of the City thereunder. Rath reported this funding is requested for procurement of Parks (indoor sports complex). No objections rec'd. Hull moved, seconded by Pope to close the public hearing. All ayes.

Roe moved, seconded by Galloway that Res. No. 47-2022, instituting proceedings to take add'l action for the issuance of Not to exceed \$700,000 Gen. Obligation Capital Loan Notes (GCP-7), be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the auth. of a Loan Agt. and the issuance of Notes not to exceed \$1,100,000 to evidence the obligation of the City thereunder. Rath reported this funding is requested for procurement of Municipal Property (BVC parking lot expansion). This is also TIF eligible, meaning some funds may be reimbursable. No objections rec'd. Galloway moved, seconded by Pope to close the public hearing. All ayes.

Hull moved, seconded by Roe that Res. No. 48-2022, instituting proceedings to take add'l action for the issuance of Not to exceed \$1,100,000 Gen. Obligation Urban Renewal Capital Loan Notes (ECP/UR-8), be passed and adopted. All ayes.

Roe moved, seconded by Hull that Res. No. 49-2022, auth. the Issuance of \$8,000,000 Gen. Obligation Capital Loan Notes, Series 2022, and Levying a Tax for the Payment Thereof, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing approving the plans, specs., form of contract and est. cost for the Green Street Storm Sewer Improvements Project. PW Dir. Seals reported this project will connect the newly installed storm systems (Main St. Projects) and complete the backbone for future separations. This project also includes installation of a new larger waterline that will allow for increased flow capacity and will be reimbursed by Ottumwa Water & Hydro. Bids due March 23, 2022. Est. cost total \$930,000 (City \$707,000 + OWW \$223,000). No objections rec'd. Galloway moved, seconded by McAntire to close the public hearing. All ayes.

Roe moved, seconded by Galloway that Res. No. 52-2022, approving the plans, specs., form of contract and est. cost for the Green Street Storm Sewer Improvements Project, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing approving the plans, specs., form of contract and est. cost for the Blake's Branch, Ph. 8, East of Iowa Ave. Sewer Separation Project. Seals reported this project consists of five smaller subsystems that completes the removal of intakes from the existing sanitary sewer system. The first segment extends the Ph. 8, Div. I storm line east on Roemer to Adams and an area on Old Main St. A new sanitary and storm system will be installed from Barton's Branch Creek west on Second to Foster. This system allows the removal of existing sanitary laterals from the storm system. Two add'l systems will be installed on Van Buren between Main and Fourth. The last storm system is on Mable. Bids due March 9, 2022. Est. cost \$2,650,000. No objections rec'd. Pope moved, seconded by Galloway to close the public hearing. All ayes.

Roe moved, seconded by McAntire that Res. No. 53-2022, approving the plans, specs., form of contract and est. cost for the Blake's Branch, Ph. 8, East of Iowa Ave. Sewer Separation Project, be passed and adopted. All ayes.

Roe moved seconded by McAntire that Res. No. 6-2022, approving Change Order No. 1 and accepting the work as final and complete for the Marion St. Reconstruction Project, be passed and adopted. Seals reported CO No. 1 increases contract by \$5,781.17; new contract sum \$741,504.17. Final amt. due \$52,455.52 to Drish Construction. All ayes.

McAntire moved, seconded by Hull that Res. No. 51-2022, awarding the contract for Pawnee Drive Reconstruction Project to Jones Contracting Corp. of West Point, IA, in the amount of \$1,176,777, be passed and adopted. Seals reported two bids rec'd on Feb. 23, 2022. All ayes.

Roe moved, seconded by Hull that Res. No. 56-2022, approving Change Order No. 1 and accepting the work as final and complete for the Forrest Ave. Flood Wall Project, be passed and adopted. Seals reported CO No. 1 decreases contract by \$190,485.82; new contract sum \$336,689.18. Final amt. due \$33,392.01 to Iowa Bridge & Culvert. All ayes.

Hull moved, seconded by McAntire that Res. No. 57-2022, approving Change Order No. 1 and accepting the work as final and complete for the Woodland Ave. Reconstruction Project, be passed and adopted. Seals reported CO No. 1 increases contract by \$16,497.35; new contract sum \$873,777.00. Final amt. due \$66,580.47 to Drish Construction. All ayes.

Galloway moved, seconded by McAntire that Res. No. 61-2022, fixing date for a public hearing on an application to the Iowa Economic Development Auth. for a CDBG Grant from the COVID-19 Program, be passed and adopted. Comm. Development Dir. Simonson reported staff has identified a project which will provide assistance to the food service program operated by Starr Workforce/Blessings Soup Kitchen which provides meals to persons experiencing homelessness. All ayes.

Galloway moved, seconded by Roe to pass the third consideration and adopt Ord. No. 3190-2022, amending the Code of Ord. by changing the zoning classification on property located south of Roemer with Merrouge to the west and the city limits to the east from R-2, Two-family Residential to C-1, Neighborhood Commercial, in the City of Ottumwa, Wapello County, IA. All ayes.

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

There being no further discussion, Mayor Johnson called the meeting to recess at 7:01 P.M.

Council will reconvene in Room 108 for closed session proceedings in 15 mins.

REGULAR MEETING NO. 8
Room 108, City Hall

March 1, 2022
7:15 O'Clock P.M.

The meeting reconvened at 7:15 P.M.

Present were Council Member Galloway, McAntire, Hull, Pope, Roe and Mayor Johnson

Roe moved, seconded by Galloway to enter closed session in accordance with the IA Code Section

21.5(1)(i). (“To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.”) for the purpose of discussing the City Administrator’s performance goals that are tied to his evaluation and his employment contract. All ayes.

The meeting entered closed session at 7:17 P.M.

Galloway moved, seconded by Hull to return to open session at 8:48 P.M. All ayes.

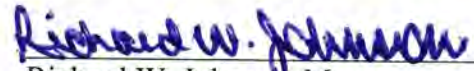
There being no further business, Roe, moved, seconded by Galloway that the meeting adjourn. All ayes.

Adjournment was at 8:50 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:


Christina Reinhard, CMC, City Clerk


Richard W. Johnson, Mayor

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 15, 2022

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Approve updated Salary Schedule

Public hearing required if this box is checked.

RECOMMENDATION: Approve updated Salary Schedule

DISCUSSION: We are increasing the hourly wage for select positions at the Beach and our seasonal associates. These rates will make us more competitive in the current marketplace and should allow us to attract more applicants to our numerous seasonal positions.
We will also be removing our Longevity schedule from this document as it is now in our Personnel Policies & Procedures

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

Current Proposed

Beach

Seasonal Aquatics Supervisor (SAS) (56):

Year 1: (SAS1)	\$11.00	\$12.00
Year 2: (SAS2)	\$12.00	\$13.00
Year 3: (SAS3)	\$13.00	\$14.00

Seasonal Concessions Supervisor (SCS) (56):

Year 1: (SCS1)	\$11.00	\$12.00
Year 2: (SCS2)	\$12.00	\$13.00
Year 3: (SCS3)	\$13.00	\$14.00

Lifeguards: (58)

Year 1: (BL1)	\$10.00	\$11.00
Year 2: (BL2)	\$10.50	\$11.50
Year 3: (BL3)	\$11.00	\$12.00

Water Aerobics / Swim Instructors (60)

Year 1: (WASI1)	\$10.00	\$11.00
Year 2: (WASI2)	\$11.00	\$12.00
Year 3: (WASI3)	\$12.00	\$13.00

Admissions: (BA1) (62) \$9.00 \$10.00

Concessions: (BC1) (64) \$9.00 \$10.00

STREETS, AIRPORT, PARKS, CEMETERY & WPCF MAINTENANCE (SPW) (52):

Year 1 – (SPW1) \$11.00 \$14.00

Year 2 – (SPW2) \$12.00 \$15.00

*We would also like to add "Seasonal Code Enforcement" to this classification.

AIRPORT LINE TECHNICIAN (50)

Year 1: (ALT1) \$12.00 \$13.00

Year 2: (ALT2) \$13.00 \$14.00

Year 3: (ALT3) \$14.00 \$15.00

^ WPCF SUPERINTENDENT (36)						
GSR1	GSR2	GSR3	GSR4	GSR5	GSR6	
34.58	36.31	38.13	40.03	42.03	44.13	
83262.40						
87422.40						
91790.40						

**Administrative Assistant is also currently an HR Coordinator. An additional \$5,000 per year in 2020 (\$2.40 per hour) was provided for the HR Coordinator responsibilities. This amount will add the additional 2% COLA for 2021 which will make it \$2.45 an hour.

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

PART-TIME EMPLOYEES

AIRPORT LINE TECHNICIAN (50)

Year 1: (ALT1)	\$13.00
Year 2: (ALT2)	\$14.00
Year 3: (ALT3)	\$15.00

SEASONAL EMPLOYEES

(This includes all departments with no exceptions unless approved by the City Administrator.)

STREETS, AIRPORT, PARKS, CEMETERY & WPCF MAINTENANCE, SEASONAL CODE ENFORCEMENT (SPW) (52):

Year 1: (SPW1)	\$14.00 per hour
Year 2: (SPW2)	\$15.00 per hour

BEACH EMPLOYEES:

Seasonal Aquatics Supervisor (SAS) (54):

Year 1: (SAS1)	\$12.00
Year 2: (SAS2)	\$13.00
Year 3: (SAS3)	\$14.00

Seasonal Concessions Supervisor (SCS) (56):

Year 1: (SCS1)	\$12.00
Year 2: (SCS2)	\$13.00
Year 3: (SCS3)	\$14.00

Lifeguards: (58)

Year 1: (BL1)	\$11.00
Year 2: (BL2)	\$11.50
Year 3: (BL3)	\$12.00

Water Aerobics / Swim Instructors (60)

Year 1: (WAS11)	\$11.00
Year 2: (WAS12)	\$12.00
Year 3: (WAS13)	\$13.00

Admissions: (BA1) (62) \$10.00

Concessions: (BC1) (64) \$10.00

Evening Janitor/Seasonal Maintenance (66):

Year 1: (BME1) \$9.50

Year 2: (BME2) \$9.75

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

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

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 15, 2022

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

City Administrator Approval

AGENDA TITLE: Lease Agreement for the Ottumwa School District for the Big Baseball Diamond

Public hearing required if this box is checked.

RECOMMENDATION: Approve the Lease Agreement for the Ottumwa School District for the Big Baseball Diamond and Authorize the Mayor to Sign

DISCUSSION: The City of Ottumwa intends to transfer operations and maintenance of the big baseball diamond in Ottumwa Park to the Ottumwa School District. This lease agreement will be in effect until the baseball diamond is sold to the school district. The field is currently being surveyed. American Legion officials have indicated that they will no longer be involved in the maintenance of the big baseball diamond. The American Legion team will be allowed to have practices and games at the field.

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

CITY OF OTTUMWA
LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into, in triplicate, this 21st day of March, 2022, by and between the City of Ottumwa, Iowa, hereinafter referred to as LESSOR, and the Ottumwa High School, hereinafter referred to as LESSEE.

1. The LESSOR, in consideration of the rent herein reserved and of the agreement and conditions contained, on the part of the LESSEE be kept and performed, leases unto the LESSEE and LESSEE hereby leases from LESSOR the American Legion Field, more commonly described in Attachment "A", for the purpose of holding a baseball program.
2. Said Lease shall begin on the 21st day of March, 2022, and continue until the 31st day of December, 2022.
3. LESSEE, in consideration of said leasing, agrees to pay the LESSOR the rental amount of \$10 on or before March 21, 2022.
4. LESSEE shall care for and maintain the premises of LESSOR and will not permit or allow said premises to be damaged or depreciated in value by any act or negligence of the LESSEE, its agents or employees. LESSEE shall be responsible for providing trash containers and shall place all trash and refuse in the containers after any activity occurring on the field. LESSEE shall also be responsible for disposal of refuse placed in said containers when they are full or at the end of each weekend, whichever first occurs. LESSEE agrees to limit light and electricity usage to an absolute minimum.
5. LESSEE agrees that all structures and supporting facilities are the property of the LESSEE. LESSEE will, at its own expense, maintain said field, structures and supporting facilities. LESSEE agrees that at the termination of said lease all structures and supporting facilities owned by LESSEE will be removed from the premises by LESSEE within thirty (30) calendar days. LESSEE will submit written plans and drawings for any physical changes and landscaping which would include but not be limited to: removal of trees, lighting, bleachers, etc. Said plans and drawings shall be presented to the Director of Parks and Recreation for approval before any expansion occurs.
6. LESSEE further agrees to defend, protect, indemnify and save harmless the LESSOR from any and all loss, costs, damage and expenses incurred by or arising out of, any accident or other occurrence causing conflict or inflicting injury or damage to any person, including death, or property, happening upon or about the premises, or due directly or indirectly to the tenancy, use of occupancy thereof, or any part thereof by the LESSEE, whether such injuries to person or damage to property are due or claim to be due to any negligence of the LESSOR, its employees, or agents or any other person, in fulfillment of this lease agreement or on account of any act or omission by the LESSEE or its agents.

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

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

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

10. The Ottumwa School District will allow the Ottumwa American Legion to use the field for practices and games. The school district will have first priority at scheduling.

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

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

CITY OF OTTUMWA, IOWA

BY: Richard W. Johnson
Richard Johnson, Mayor

DATE: 3/15/22

BY: [Signature]
LESSEE

DATE: 3-16-22

Contact Information:

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

John Berg
Ottumwa School District
1112 Van Buren
Ottumwa, IA 52501
641-684-6521

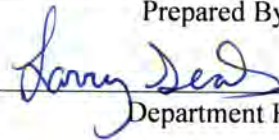
CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 15, 2022

Engineering Department
Department

Alicia Bankson
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Resolution #67-2022. Approving the contract, bonds, and certificate of insurance for the Pawnee Drive Reconstruction Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #67-2022.

DISCUSSION: This project involves full-width, full depth PCC Reconstruction of Pawnee Drive from Fox-Sauk to the Cul-de-Sac. In addition, this project will install a small amount of storm sewer to improve drainage. The new road will be 31 wide and is 2,195 feet in length.

These are the required bonds, certificate of insurance and signed contract with Jones Contracting Corp of West Point, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 1, 2022 City Council Meeting in the amount of \$1,176,777.00.

Bid Amount: \$1,176,777.00

Budgeted amount: \$1,012,412.00

RESOLUTION #67-2022

A RESOLUTION APPROVING THE CONTRACT, BONDS, AND CERTIFICATE OF INSURANCE FOR THE PAWNEE DRIVE RECONSTRUCTION PROJECT

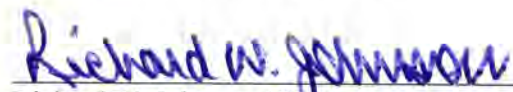
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Jones Contracting Corp of West Point, Iowa in the amount of \$1,176,777.00 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 15th day of March, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **March 15, 2022**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Jones Contracting Corp, of West Point, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

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

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed in 65 working days and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$1,176,777.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the four (4) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Richard W. Johnson
Title Mayor

ATTEST:
Christa Reinhard
Title City Clerk

Jones Contracting Corp
Contractor
By Robert Jones
Title President
Address PO Box 1510
City, State, Zip West Point, IA 52656



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2022

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ E-MAIL ADDRESS: _____ FAX (A/C, No): _____														
INSURED Jones Contracting Corp. 1808 Hwy. 16 West Point, IA 52656		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: INTEGRITY INS CO</td> <td>11584</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: INTEGRITY INS CO	11584	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES

CERTIFICATE NUMBER: 64681679

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPP2676766	05/01/21	05/01/22	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 - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA2676767	05/01/21	05/01/22	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP2676769	05/01/21	05/01/22	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCP2676768	05/01/21	05/01/22	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Pawnee Drive Reconstruction Project

CERTIFICATE HOLDER**CANCELLATION**
 City of Ottumwa, Iowa
 105 E. Third St
 Ottumwa, IA 52501

USA

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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ACORD 25 (2014/01)
chellmanwdsm

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SECTION 00510

**PLEASE NOTE: THIS IS A NEW FORM TO COMPLY WITH SUDAS STANDARDS.
PLEASE HAVE YOUR BONDING COMPANY USE THIS FORM.**

**PERFORMANCE, PAYMENT, AND
MAINTENANCE BOND**

Bond No. 180486Q

PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

Jones Contracting Corp.
P. O. Box 156, West Point, IA 52656

Iowa

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT DATE

Westfield Insurance Company
P. O. Box 5001, Westfield Center, OH 44251

March 15, 2022

PENAL SUM OF BOND *(Expressed in words and numerals)*

One Million One Hundred Seventy Six Thousand Seven Hundred Seventy Seven and No/100-----(\$1,176,777.00)-----

KNOW ALL BY THESE PRESENTS:

That we, Jones Contracting Corp., as Principal
(hereinafter the "CONTRACTOR" or "PRINCIPAL" and
Westfield Insurance Company, as SURETY are held and firmly bound unto *the*
City of Ottumwa, Iowa, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who
may be injured by any breach of any of the conditions of this Bond in the penal sum of
One Million One Hundred Seventy Six Thousand Seven Hundred Seventy Seven and No/100
dollars (\$ \$1,176,777.00), lawful money of the United States, for the payment of which sum, well
and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally,
firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract
with the OWNER, bearing date the 15th day of March, 2022, wherein said
CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: Pawnee Drive Reconstruction Project

Project Location: City of Ottumwa, Iowa

The Work generally consists of:

This project involves full-width, full depth PCC Reconstruction of Pawnee Drive from Fox-Sauk
to the Cul-de-Sac. In addition, this project will install a small amount of storm sewer to improve
drainage.

which said contract and associated contract documents, including any present or future amendment
thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the CONTRACTOR and SURETY in this bond that the following provisions are a part of this Bond and are binding upon said CONTRACTOR and SURETY, to-wit:

1. **PERFORMANCE:** The CONTRACTOR shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the OWNER from all outlay and expense incurred by the OWNER by reason of the CONTRACTOR's default of failure to perform as required. The CONTRACTOR shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The CONTRACTOR and the SURETY on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the CONTRACTOR or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the OWNER is required to retain until completion of the improvement, but the CONTRACTOR and SURETY shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The CONTRACTOR and SURETY hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The CONTRACTOR and the SURETY on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the OWNER's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the OWNER all outlay and expense incurred as a result of CONTRACTOR's and SURETY's failure to remedy any defect as required by this section.

SECTION 00510

(CON'T - PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the OWNER incurs any "outlay and expense" in defending itself against any claim as to which the CONTRACTOR or SURETY should have provided the defense, or in the enforcement of the promises given by the CONTRACTOR in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the CONTRACTOR and SURETY in this Bond, the CONTRACTOR and SURETY agree that they will make the OWNER whole for all such outlay and expense, provided that the SURETY's obligation under this bond shall not exceed 125% of the penal sum of this bond.

SECTION 00510

(CONT -PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

(CON'T - PERFORMANCE, PAYMENT, AND MAINTENANCE BOND) Project No. _____

Witness our hands, in triplicate, this 15th day of March, 2022.

Surety Countersigned By:

PRINCIPAL:

Not Required
Signature of Agent

Jones Contracting Corp.
Contractor

Printed Name of Agent

By: [Signature]
Signature

Company Name

President
Title

Company Address

SURETY:

City, State, Zip Code

Westfield Insurance Company
Surety Company

Company Telephone Number

By: [Signature]
Signature Attorney-in-Fact Officer

Cindy Bennett, Attorney-in-fact & Iowa Resident Agent
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 01/05/21, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 1429262 14

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, SHIRLEY S. BARTENHAGEN, DIONE R. YOUNG, SETH ROOKER, WENDY A. LEWIS, JAIMIE KANGAS, GRACE RASMUSSEN, STACIE CHRISTENSEN, JOINTLY OR SEVERALLY

of WAUKEE and State of IA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 05th day of JANUARY A.D., 2021

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 05th day of JANUARY A.D., 2021, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 15th day of March A.D., 2022



Frank A Carrino Secretary Frank A. Carrino, Secretary

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 15, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 82-2022 - Set April 5, 2022 at 5:30 PM for the Public Hearing for the Purpose of Considering a Lease Agreement Between the City of Ottumwa and Avfuel Corporation

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 82-2022

DISCUSSION:

This lease captures the continued supply of aviation fuel to the Ottumwa Regional Airport and documents the lease to own agreement between Avfuel and airport staff for a 1,000 gallon fueling truck. This is a three year lease subject to a monthly lease payment and \$1.00 option to purchase the vehicle at the end of the lease. The lease agreement is attached for reference. City staff has negotiated an agreement, which has been reviewed by legal counsel and has been recommended for adoption by the Airport Board of Supervisors. Due to the nature of the lease, a public hearing is required and requested for the April 5, 2022 meeting.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 82-2022

RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING A LEASE AGREEMENT BETWEEN THE CITY OF OTTUMWA AND AVFUEL CORP. FOR FUEL AND FUELING VEHICLE

WHEREAS, the City of Ottumwa has been receiving aviation fuel from Avfuel and desires to continue that relationship; and

WHEREAS, Avfuel has offered to enter into a three-year lease to own program for a fueling vehicle; and

WHEREAS, staff have negotiated the attached agreement, which has been reviewed by legal counsel and recommended by the Airport Board of Supervisors.

WHEREAS, lease to own agreements require a public hearing; and

WHEREAS, interested residents or taxpayers having comment for or against the stated lease agreement may appear and be heard at a public hearing held for stated purpose during the meeting of the City Council at the Ottumwa City Hall, at 105 East Third Street, Ottumwa, Iowa.

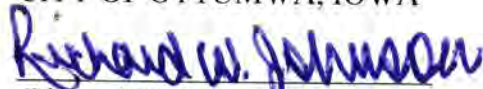
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that a public hearing will be scheduled and held on April 5, 2022 during the meeting of the City Council scheduled to begin at 5:30 PM; and

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the City Clerk is directed to publish notice of said meeting in accordance with law; and

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

APPROVED, PASSED AND ADOPTED, this 15th day of March, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



(to be published between March 15, 2022 and March 26, 2022)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LEASE-PURCHASE AGREEMENT IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$25,000 FOR THE ACQUISITION AND EQUIPPING OF A REFUELER TRUCK FOR THE AIRPORT, A GENERAL CORPORATE PURPOSE, AND THE PUBLIC HEARING ON THE AUTHORIZATION THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Ottumwa, State of Iowa, will hold a public hearing on the 5th day of April, 2022, at 5:30 o'clock P.M., in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at which meeting the Council proposes to take additional action for the authorization of an Aviation Fuel Supply Agreement which incorporates a lease or lease-purchase to pay costs of the acquisition and equipping of a refueler truck for the airport, a general corporate purpose of the City, in the principal amount of not to exceed \$25,000, bearing interest at a rate of not to exceed nine (9) per centum per annum. Principal and interest on the proposed Lease-Purchase will be payable from the Debt Service Fund but may be paid from other sources.

At any time before the date of the meeting, a petition, asking that the question of issuing such Lease Purchase be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Sections 364.4 and 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City, to the above action. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action for the authorization of the lease-purchase agreement or will abandon the proposal.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Sections 362.4(4) and 384.26 of the Code of Iowa, as amended.

Dated this 15th day of March, 2022.

Christina Reinhard, CMC
City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

Item No. D.-1.

Dear Ottumwa City Council Members,

Whatsoever You Do, Inc (WYD, Inc is requesting consideration for the funding from America Recovery Plan Act to help with continued renovations for the Emergency Shelter for women & Children. As an inactive Administrator of WYD, Inc. when my health failed, I sincerely believe in this much needed cause. We can put men on a bus to Iowa City or Des a, however the women, especially w/children do not have as many options. Mothers often get separated from their children in these other shelters. There are resources for women who have been victims of domestic violence, but no resources currently for homeless women and their children. The ones who become homeless due to loss of job (especially during the pandemic), change in marital status, loss of health & a host of other reasons that brought them to this point in their lives. They deserve to have a safe place for the women & their children to be warm in the winter & cool in the summer; they deserve an opportunity to lay their heads down at night knowing they are "sheltered" from the elements & other misfortunes that can happen them and their children. Sleeping in cars, crashing on a friend's couch, living in a tent etc... They deserve an opportunity to be directed to resources that help them get back on their feet, access to computers to write a resume & search online for job openings ...helping them become self-sufficient so they can leave the shelter for a better life for their children & themselves.

WYD, Inc. has worked tirelessly in obtaining the former East End Presbyterian Church & renovating in order to open & serve the homeless women of not only Wapello Co, but the surrounding areas as well. Donations have been down drastically due to inflation, materials are hard to come by due to shipping issues, prices have risen on the materials needed in order to move forward with getting the doors open to our community.

WYD, Inc has been & will continue to be a great asset to Ottumwa/ Wapello Co. With your help, If approved for ARPA aid, WYD may be able to get the doors open sooner & give hope to the homeless. Thanks in advance for considering WYD, Inc. as a recipient.

Respectfully,

Janice Bailey

Ottumwa City Council Members:

Good Evening. My name is Becky Sanders. My husband and I moved here a little over a year ago from northeast Iowa. It is my understanding that Whatsoever You Do Inc. is coming before you this evening to ask for grant funds. I wish I was able to attend personally but I am traveling to donate my time and items to another community that has a very successful crisis center much like what WYD is building.

I will tell you I came from an area where low income, homelessness, and crisis services are promoted and are very much needed. After being here for over a year, the only services I have found was this organization and that was by accident. I happened to stop by a locally owned store that was doing fundraising for WYD so I started asking questions. I have spent a year looking for places to donate items to and have not yet found one. I actually drive 2 ½ hours one way to deliver blessing bags, school supplies, foster care bags, and many other items I fundraise for to be given back to the community.

From an outsiders view looking in, Ottumwa is all about who you are and who you know. If you are not in any type of need, there are lots of options; however, if you are low income, facing any type of crisis the community is not there to help. That is very sad. Where I come from we do lots of things for families to help them. Community sponsored easter egg hunts, a shop where girls could go get a free prom dress and accessories or at least get one for very little, community sponsored school supply give aways, community sponsored adopt a family at Christmas or adopt a graduate, Coffee and Doughnuts for veterans and many other activities that regardless your income you could participate in. I have not seen anything like this here. If so it is not promoted very well. Does the community even have a food bank?

I do continuously see where city council and the news keeps saying the city of Ottumwa is facing a housing shortage. So if there is a housing shortage, that tells me there is a number of residents that are without homes.

I am also in my last couple weeks of my Psychology degree and wanted to do a Crisis Intervention practicum. I called local police departments and mental health clinics to discover these services are not provided like they were in NE Iowa. I was amazed there really was no options. I shouldn't have to travel an hour to do get a job or even do an internship. In NE Iowa we have a crisis intervention team that is on call 24 hours a day for law enforcement, we have a crisis center that is amazing, we have a number of organizations that are also available to help low income, homeless, and those in crisis or need. These organizations are publicly known. They are out in the community making themselves known. They have the support of the community behind them and that is so important. We also had at least 3 different places people could go for 1 free meal a day. With summer coming, we also had services for kids to get a free lunch if their parents were at work or just couldn't afford additional groceries. Once again sad that someone would have to go outside their local community to help others. This is why the city of Ottumwa so very much needs WYD, Inc.

Everyone has a mishap in life at one time or another. Does Ottumwa have any of these resources? If so why is the information hidden? If a person is truly in crisis or in need they more than likely do not have the resources available or are they in the right mindset to start searching for where they can go. If these services were publicly known, more people can be helped because they would know where to go.

I find it hard to believe that the city of Ottumwa does not need these types of services. While wanting to hide these issues that happen in every community is easier than dealing with it, that is not the answer. The answer is breaking the vicious circle that the homeless, low income and people in crisis face. With help and support these people can become productive citizens of our community.

Without the support many of these people will turn to crime, drugs or much worse. I will be honest, this area (Wapello County) has a major drug problem. Why a community wouldn't want to do everything possible to try to help stop crime, drugs, and homelessness is beyond me.

By approving funding to WYD, you are taking important steps to help the residents of Ottumwa. Helping people in crisis has been proven to lower drug usage and crime. Providing the residents of Ottumwa a place to go to receive help is something every person in this community should be wanting.

While I am sure a new sports complex or rebuilding city hall is important as well, but honestly, how are those things truly helping the residents of Ottumwa?

I would love to discuss this top further with anyone who wants more information on what other communities in this state are doing or to provide ideas on how we can help our community. I can be reached at 319-961-3824.

Sincerely,

Becky Sanders

WYD, INC. COST TO COMPLETE BUILDING AS OF 3/15/22

CONSTRUCTION ONLY

MAIN LEVEL - CONTRACTED MATERIAL AND LABOR	\$	153,067.90
MAIN LEVEL - MATERIAL ONLY	\$	12,500.00
MAIN LEVEL - STAIRWELLS/MATERIAL ONLY	\$	1,200.00
MAIN LEVEL - HANDICAP RAMP	\$	1,200.00
SECOND LEVEL - MATERIALS AND LABOR	\$	150,000.00
SANCTUARY - MATERIALS ONLY	\$	11,500.00
MAIN ENTRANCE - MATERIALS ONLY	\$	12,700.00
SECURITY/SAFETY DOORS - MATERIALS ONLY	\$	<u>5,000.00</u>

TOTAL

\$ 347,167.90

FUTURE CONSTRUCTION

SUBBASEMENT - MATERIALS ONLY (STORAGE/RECREATION AREA)	\$	26,000.00
SOLAR PANELS	\$	26,000.00
EMERGENCY GENERATOR	\$	<u>59,000.00</u>

TOTAL

\$ 111,000.00



WHATSOEVER YOU DO INC.

EIN 47-3432276

105 S. Iowa Ave., Ottumwa, Iowa 52501 - 641-226-7684

March 15, 2022

To Ottumwa, Iowa City Council Members, and Mayor Johnson,

The following is a projected operations budget for the first year that Whatsoever You Do, Inc. (WYD), Emergency Shelter for Women and Children will be open for use.

These numbers were projected by comparing other shelters of similar capacity and size and by using current income numbers of WYD, Inc. The expense numbers were tabulated by researching and contacting similarly operating shelters. We also took into account the location of WYD's shelter when tabulating the utilities cost and supplies cost. We also used projected expense costs released by federal government programs to help with figuring what our expenses would be. The income figures were tabulated by using our real income from past years donations, grants, fundraisers, and investments. We understand that these figures will fluctuate with the rise and fall of the economy.

Any profits will be reinvested back into WYD for any other construction expenses, programs, and aide to the homeless. Most of the staffing will be done by volunteers, and those staying at the shelter will help in taking care of cleaning, cooking, laundry and other tasks needing done.

We are also wanting to install a generator in case of power loss and solar panels to help with utility costs. We will also have a garden for those staying at the shelter to help with and this will help with food.

WYD has tried hard to keep construction costs down by doing what we can do using volunteers and plan on carrying that through after opening.

Thank you for taking time to consider WYD, Inc., for funding from the America Recovery Plan Act.

Mary Margaret Butler & the WYD, Inc. Board of Directors

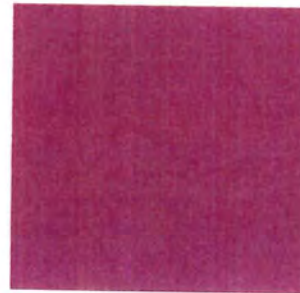
PROJECTED OPERATIONS BUDGET

SUMMARY

<i>Total Income</i>	<i>Total Expenses</i>	<i>Balance</i>
\$267,200	\$168,000	\$99,200



Income



Expenses

PROJECTED OPERATIONS BUDGET

INCOME

<i>Item</i>	<i>Amount</i>
Donations	\$120,000.00
Grants	\$75,000.00
Fundraisers	\$40,000.00
in-kind Donations (food, clothing, etc.)	\$6,000.00
Office Space Rental	\$1,200.00
Investments	\$25,000.00

Food Bank
I make for \$20.00

PROJECTED OPERATIONS BUDGET

EXPENSES

<i>Item</i>	<i>Amount</i>
Utilities	\$10,000.00
Food	\$40,000.00
Insurance	\$8,000.00
Client Care Supplies	\$10,000.00
Office Supplies	\$2,000.00
Auto Expenses	\$7,000.00
Programs Expense	\$30,000.00
Building Maintenance	\$8,000.00
Payroll	\$50,000.00
On The Street Homeless	\$3,000.00

Priority Based Upon Staff Scoring	Project Name		Requesting Source	Estimated Cost (if provided)	Requested Bonding / Other Funding	ARPA Funds - Year 1 Requested	ARPA Funds - Year 2 Estimated	Running Total - Year 1	Running Total - Year 2
2	Improved Tennis Courts	0	OSD	\$ 750,000	\$ 750,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
3	"Make Ottumwa Home" Grants for New Housing	0	DCD	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
4	Trans Load Relocation (Engineering)	0	GOPIP	\$ 110,000	\$ 110,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
7	Downtown Development Upper Story Grants	0	DCD	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
8	Purchase Depot	0	City Admin	\$ 480,000	\$ 480,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
9	Indoor Sports Complex (Land & Infrastructure& Contributic	0	Public	\$ 700,000	\$ 700,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
11	Downtown Development Façade Grants	0	DCD	\$ 300,000	\$ 300,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
16	Medium Density Infill Development Demonstration Project	0	DCD	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
17	Expand Healthy Neighbors Program to Ottumwa Block Challenge	0	DCD	\$ 60,000	\$ 60,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
23	Increased Parking for Bridge View Center	0	Staff	\$ 1,000,000	\$ 1,000,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
27	Computer Aided Dispatch	0	County / City	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
Internal Requests (Not Identified During ARPA Public Exercise) - Requested as Part of Bond Issue	Police Fleet (vehicles)	0	Fleet	\$ 246,625	\$ 246,625	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Police Equipment (vests)	0	Staff	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Police Cameras	0	Staff	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Fire Fleet	0	Fleet	\$ 1,100,000	\$ 1,100,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Dilapidated Building Program / Nuisance	0	Staff	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Airport - Building / Grant Match	0	Staff	\$ 35,000	\$ 35,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Airport - Dirt Work	0	Staff	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Sidewalk Drop Program	0	Staff	\$ 175,000	\$ 175,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Tree Trimming	0	Staff	\$ 150,000	\$ 150,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	GPS System	0	Staff	\$ 21,250	\$ 21,250	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Historic Preservation Plan	0	Staff	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Hopkins Development Grant	0	Staff	\$ 75,000	\$ 75,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Healthy Neighbors Program	0	Staff	\$ 20,000	\$ 20,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Fire Station Improvements	0	Staff	\$ 25,000	\$ 25,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Building Code / Planning Vehicles	0	Fleet	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Repairs at Beach waterpark	0	Staff	\$ 70,000	\$ 70,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	Parks Fleet	0	Fleet	\$ 136,000	\$ 136,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
	BVC Maintenance	0	Staff	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788
Airport Fleet	0	Fleet	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788	
Laserfiche Software (CH)	0	Staff	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788	
Grant Match (CH)	0	Staff	\$ 250,000	\$ 250,000	\$ -	\$ -	\$ 1,821,788	\$ 1,821,788	
1	Replacing Lost Revenue Due to COVID	1	Staff	\$ 562,117	\$ -	\$ 562,117	\$ -	\$ 1,259,671	\$ 1,821,788
4	New Shower House (Campground)	2	DPR	\$ 655,800	\$ -	\$ 300,671	\$ -	\$ 959,000	\$ 1,821,788
19	Medium Density Infill Development Prototyping	3	DCD	\$ 150,000	\$ -	\$ 150,000	\$ -	\$ 809,000	\$ 1,821,788
4	City Hall (HVAC)	4	Staff	\$ 2,200,000	\$ 700,000	\$ 809,000	\$ 691,000	\$ -	\$ 1,130,788

Priority Based Upon Staff Scoring	Project Name		Requesting Source	Estimated Cost (if provided)	Requested Bonding / Other Funding	ARPA Funds - Year 1 Requested	ARPA Funds - Year 2 Estimated	Running Total - Year 1	Running Total - Year 2
15	New Cemetery Office/Shop Maint Bldg.	5	Public	\$ 271,000	\$ 10,000	\$ -	\$ 261,000	\$ -	\$ 869,788
12	Emergency Shelter for Families (Whatever You Do)	6	Public	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -	\$ 769,788
14	More Camping Spots	7	Council	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	\$ 569,788
25	Downtown Saofa Sign	8	DCD	\$ 38,000	\$ -	\$ -	\$ 38,000	\$ -	\$ 531,788
27	Purchase Transit Building Obligation for Lease/Sale	9	City Admin	\$ 365,000	\$ -	\$ -	\$ 185,000	\$ -	\$ 346,788
13	City Hall (Improvements)	10	Staff	\$ 3,000,000	\$ -	\$ -	\$ 346,788	\$ -	\$ -
9	Pickle Ball Court	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
18	Child Care Support	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
19	Blessing Kitchen Assistance	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
21	Radios for EMS	11	WC EMS	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
22	More Playground Equipment GOP	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
24	Trails Improvement	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
26	Roundabout Quincy & Albia	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
27	Create Camping in Blackhawk Boat Area	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
27	Benches in Parks for Grandparents	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
27	Signage / Wayfinding City of Otumwa	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
27	New Road (Liberty School)	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
27	Develop Electrical Charging Stations	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
27	Mental Health Counseling	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
27	Premium Pay for Health Care Workers	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
27	Splash Pad for Parks	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
27	Roundabout Ferry	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
27	Wapello Street Bridge (3rd Lane)	11	Public	TBD	\$ -	\$ -	\$ -	\$ -	\$ -
					\$ 7,868,875	\$ 1,821,788	\$ 1,821,788	\$ 1,821,788	\$ 1,821,788
	ARPA Requested Dollars		\$	11,097,792					
	Bond requests (not included as part of ARPA Request)			3,603,000					
	Total Capital requested		\$	14,700,792					

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 15, 2022

Administration
Department

Barbara Codjoe

Prepared By

Duke Ball

Department Head

City Administrator Approval

AGENDA TITLE: Approve an additional step increase for Jay (JD) Wheaton.

Public hearing required if this box is checked.

RECOMMENDATION: Approve an additional step increase for Jay (JD) Wheaton to \$29.58 per hour effective February 27, 2022.

DISCUSSION: Please see attached

**NO LEGISLATIVE ACTION OCCURRED 3/15/2022 –
ITEM TABLED UNTIL A LATER UNDEFINED DATE**

Source of Funds:

Budgeted Item: Budget Amendment Needed:

This was part of JD's original job offer letter:

"Jay will start at a step 3 of \$26.85 per hour. In six months (March 2022) after a satisfactory performance review, he will move to a step 4 at \$28.18. After one year (August 2022) after a satisfactory performance review, he will move to a step 5 at \$29.58. "

JD successfully completed his six months goals and exceeded them. The recommendation would be to recognize JD for his exceptional service and capabilities and he should advance to step 5 (\$29.58) effective February 27, 2022.

This would also change his step after one year in position and upon successful completion of his performance review. At that time, JD would move to step 6 (\$31.04).

**NO LEGISLATIVE ACTION OCCURRED 3/15/2022 –
ITEM TABLED UNTIL A LATER UNDEFINED DATE**

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 15, 2022

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 60-2022 - Approval of a Ten-Year Renewal of Lease Agreement Between the City of Ottumwa and the USDOT-FAA

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 60-2022

DISCUSSION: The Federal Aviation Administration (FAA) has been leasing space from the City of Ottumwa for the purpose of operating an antenna and equipment. The ten-year lease has expired and is subject to renewal.

City staff has negotiated a successor agreement, which has been reviewed by legal counsel and has been recommended for adoption by the Airport Board of Supervisors.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 60-2022

RESOLUTION APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF OTTUMWA AND THE USDOT-FEDERAL AVIATION ADMINISTRATION

WHEREAS, the City of Ottumwa has been leasing space to the Federal Aviation Administration (FAA) for the operation of an antenna and associated equipment; and

WHEREAS, the FAA has requested a ten-year extension of this arrangement; and

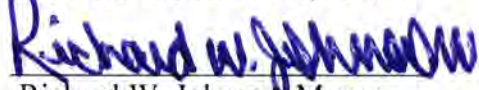
WHEREAS, staff have negotiated the attached agreement, which has been reviewed by legal counsel and recommended by the Airport Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the proposed Lease Agreement between the City of Ottumwa, Iowa and the FAA be hereby approved.

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

APPROVED, PASSED AND ADOPTED, this 15th day of March, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:

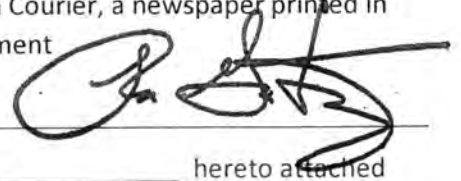

Christina Reinhard, City Clerk

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 week's to-wit: 03/10/22
Subscribed and sworn to before me, and in my presence, by the said 10th day of March, 2022



Notary Public

In and for Wapello County

Printer's fee \$17.48

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN:
Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing to consider a lease agreement with the Federal Aviation Administration to lease a 206 square feet equipment room and a 17 foot x 13 foot tract of land at Building NO. 83 for the FAA Remote Communications Outlet (RCO) at the Ottumwa Regional Airport. Term of the lease is through September 30, 2031. All documents are officially on file in the office of the city Clerk for inspection by interested persons and said documents are hereby made a part of this official publication by this reference. This public hearing will be held by the City Council at City Hall on March 15, 2022 at 5:30 P.M. At said time and place, all persons interested in the intent to approve the ten-year Lease Agreement are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the approval of the ten-year Lease Agreement. Statements can also be given to the City Clerk up to 4:30 P.M. on Tuesday, March 15, 2022. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

DH Notice

approve FAA Lease RCO

Publish March 8 or 10, 2022

NOTICE OF PUBLIC HEARING

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This public hearing will be held by the City Council at City Hall on March 15, 2022 at 5:30 P.M. At said time and place, all persons interested in the intent to approve the ten-year Lease Agreement are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the approval of the ten-year Lease Agreement. Statements can also be given to the City Clerk up to 4:30 P.M. on Tuesday, March 15, 2022.

FOR THE CITY OF OTTUMWA:
Christina Reinhard, City Clerk

ANTENNA & EQUIPMENT SPACE LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
City Of Ottumwa, Iowa

FAA CONTRACT NO: 697-DCM-L-00098
ATID/FACILITY TYPE: OTM/RCO
LOCATION: OTTUMWA, IOWA

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between City Of Ottumwa, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds DTFASW-10-L-00255 and all other previous agreements between the parties for the property described in this document.

4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Leased Space Description (09/2021) 6.1.4 The Lessor hereby leases to the Government the following described premises;

Approximately 206 square feet for equipment space in Building No. 83, 14802 Terminal Street,

FAA CONTRACT NO: 697-DCM-L-00098
ATID/FACILITY TYPE: OTM/RCO
LOCATION: OTTUMWA, IOWA

Ottumwa, Iowa and a 17 foot by 13 foot track of land located approximately 25 feet from the Southeast corner of said Building No. 83 for an antenna tower and up to two parking spaces for FAA personnel and/or Government vehicles.

5. The Lessor shall provide two reserved off-street parking spaces at no additional cost to the Government. With respect to compliant accessible parking spaces, see the "Accessibility" clause.
6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
8. **Term (09/2021) 6.2.3** To have and to hold, for the term commencing on October 01, 2021 and continuing through September 30, 2031 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.
9. **Consideration (09/2021) 6.2.4**
 - A. The Government shall pay annual rent, payable in Annual installments in the amount of \$2,100.00.
 - B. Payments shall be made in arrears without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.
 - C. Payment shall be made in full to: City of Ottumwa
 - D. The parties acknowledge that the Government has paid rent for the premises under prior Lease No. DTFASW-10-L-00255 in the total amount of \$927.00 for the time period from October, 1,2020 to September 30, 2021 while in holdover status.

The parties acknowledge that the Government owes the Lessor a one-time, lump sum payment, in the total amount of \$684.25 for the time period from April 1, 2022 to September 20, 2022.
10. **Termination (09/2021) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

11. **Excuse (09/2021) 6.2.5-3** A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.
B. Permissible causes for excuse are:
i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
ii. acts of the public enemy,
iii. acts of the Government in either its sovereign or contractual capacity,
iv. pandemic, epidemic, or quarantine restrictions,
v. strikes, and
vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.
C. Excuse will not be granted when:
i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
ii. the conditions of the property prevent performance;
iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.
D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.
12. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.
13. **Lease/Rent Commencement (09/2021) 6.2.10** The Government shall issue a Supplemental Agreement, to establish the lease/rent commencement date after the acceptance of space, if different from the date previously established in the lease. The rent commencement date shall be the date that the leased premises are accepted in writing by the Government. The Government shall not be required to commence rent prior to acceptance of the space by the Government.
14. **Incremental Occupancy (09/2021) 6.2.11** The Government shall have the right to elect to occupy the space in increments prior to the substantial completion of the entire leased premises. In case of incremental occupancy, the Government shall pay rent in an amount equal to:

$$\frac{\text{Ratio of the number of square feet occupied}}{\text{the total number of square feet leased}} \times \text{total monthly rent} = \text{Incremental rent}$$

Such incremental rent shall be paid upon the first business day of the month following the month that each increment of space is substantially complete and is accepted by the Government. The commencement date of the lease term will be the date on which the last increment of space is accepted by the Government.

15. **Holdover (09/2021) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.
16. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.
- A. **Interest (09/2021) 6.3.0-1**
 - B. **Officials Not To Benefit (09/2021) 6.3.0-2**
 - C. **Assignment of Claims (09/2021) 6.3.0-3**
 - D. **Contracting Officer's Representative (09/2021) 6.3.0-4**
 - E. **Contingent Fees (09/2021) 6.3.0-5**
 - F. **Anti-Kickback Procedures (09/2021) 6.3.0-6**
17. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.
18. **Changes (09/2021) 6.3.8** A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
- i. Work or services;
 - ii. Facilities or space layout;
 - iii. Amount of space/land;
 - iv. Any other change made within the scope of this lease.

- B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:
- i. An equitable adjustment in the rental rate;
 - ii. A lump sum equitable adjustment;
 - iii. An equitable adjustment of the annual operating costs per rentable square foot; or
 - iv. An adjustment to the delivery date.
- C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment. Failure to reach agreement on any adjustment constitutes grounds for dispute under the Contract Disputes clause.
- D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.
- E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.
19. **Failure in Performance (09/2021) 6.3.16** In the event the Contractor fails to perform a service, provide an item, or satisfy a requirement under this Contract, the Government may:
- A. perform the service, provide the item, or satisfy the requirement itself, and abate the rent by its actual costs (including administrative costs) incurred in doing so,
 - B. not correct the Contractor's performance and abate the rent by an amount reasonably calculated to approximate the decreased value of the Contract arising from the Contractor's failure to perform, or
 - C. pursue termination of the contract under the "Termination" clause(s) in this Contract.
20. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
21. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
22. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
23. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable

as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.

24. **Delivery and Condition (09/2021) 6.3.27** Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit by the agreed upon occupancy date. The Government reserves the right to determine when the space is ready to occupy, and to assess damages in the event the occupancy date is not met.
25. **Interference (09/2021) 6.3.28** In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification. If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost. Notification under this clause must include the following information, if known:
- A. type of interference,
 - B. the commencement date of the interference, and
 - C. the root cause of the interference.
26. **Alterations (09/2021) 6.3.29** The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.
27. **Hold Harmless (09/2021) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
28. **Compliance with Applicable Laws (09/2021) 6.3.31** The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership,

alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law. The Government will comply with all federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

29. **Examination of Records (09/2021) 6.3.32** The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative of either shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.
30. **Subordination, Nondisturbance and Attornment (09/2021) 6.3.33** A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.
- B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.
- C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other

writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

31. **Notification of Change in Ownership or Control of Land (09/2021) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.
32. **Change of Ownership/Novation (09/2021) 6.3.34-1** A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor shall notify the Government within five days of the transfer of title/change of name.
B. The Government and the Lessor must execute a Supplemental Agreement acknowledging the transfer of title or name change.
C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Supplemental Agreement.
D. The RECO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer.
E. If the RECO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.
F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards", and complete all required representations and certifications within SAM and the "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment" in this contract.
G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Lease Amendment incorporating the Novation Agreement. The Lease Amendment will not be issued until the Government has received all information reasonably required by the RECO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest

(which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

33. **Sublease (09/2021) 6.3.35** The Government reserves the right to sublease the space covered under this Lease to another agency or private party. In subleasing this space to another party, the Government is not relieved from its responsibilities under the terms of this Lease unless otherwise agreed upon with the Lessor.
34. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
35. **Inspection of Leased Premises (09/2021) 6.3.38** To ensure a safe and healthy work environment for government employees, agents, and assigns, and to ensure the Contractor's performance under this contract, the Government at all times and places during the term of the contract has the right to:
- A. inspect the leased premises and all other areas of the building to which access is necessary,
 - B. test all performance requirements under the contract, and
 - C. perform any necessary sampling and evaluation to ensure contract compliance.
- If inspection reveals a contractual non-conformance, then the Government may require the Contractor to perform in accordance with the contract requirements at no increase in contract amount or the Government, in its sole discretion, may perform the work itself in accordance with the "Failure in Performance" clause of this Contract.

The presence or absence of a government inspection does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the contract without the RECO's written authorization.

36. **Contract Disputes (09/2021) 6.3.39** A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
- B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
- C. Contract disputes are to be in writing and shall contain:
- i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

FAA CONTRACT NO: 697-DCM-L-00098
ATID/FACILITY TYPE: OTM/RCO
LOCATION: OTTUMWA, IOWA

- ii. The contract number and the name of the Contracting Officer;
 - iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
 - iv. All information establishing that the contract dispute was timely filed;
 - v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
 - vi. The signature of a duly authorized representative of the initiating party
- D. Contract disputes shall be filed at the following address:
- i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290

Facsimile: (202) 267-3720

Alternate Facsimile: (202) 267-1293; or

ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at <http://www.faa.gov>.

- 37. System for Award Management - Real Property (SAM Waiver) (09/2021) 6.4.1** The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.
- 38. Payment by Electronic Funds Transfer (09/2021) 6.4.2** All payments by the Government under this Contract will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.
- 39. Work Performance (09/2021) 6.5.2** All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO.
- 40. Installation of Antennas, Cables & Other Appurtenances (09/2021) 6.5.18** The Government shall have the right to install, operate and maintain antennas, wires and supporting structures, including any linking wires, connecting cables and conduits atop and

FAA CONTRACT NO: 697-DCM-L-00098
ATID/FACILITY TYPE: OTM/RCO
LOCATION: OTTUMWA, IOWA

within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

41. **Doors (09/2021) 6.6.1** Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.
42. **Display Advertising (09/2021) 6.6.7** If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.
43. **Erection of Signs (09/2021) 6.6.8** The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the lease.
44. **Seismic Safety for Equipment (09/2021) 6.6.12** All Lessor-installed equipment, either Government provided or Lessor provided, shall be installed in strict accordance with the latest available edition of the International Building Code (IBC) at the time of execution of this contract and the DOT Specification FAA-G-2100H to ensure proper anchoring to protect personnel during a seismic event.
45. **Services, Utilities, and Maintenance of Premises (09/2021) 6.7.1** The Lessor must maintain the demised premises, including but not limited to, the building grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. The Lessor shall maintain landscape plants, lawns, walkways, and parking areas. The Lessor shall also remove snow, ice, and any other obstructions from the entrances, walkways, and parking areas around the premises, prior to and during normal business hours set forth below.

The Lessor must provide the labor, materials, equipment and supervision necessary to ensure good repair and tenantable condition.

Utility and maintenance services supplied to space that houses technical equipment will be supplied twenty-four (24) hours per day, seven (7) days per week.

The Government will have unlimited access to the leased premises 24 hours per day, seven days per week, including, as applicable, the use of electrical services, toilets, lights,

elevators, and Government office machines at no additional cost. Such access will allow the Government to service Government-owned technical equipment, or to perform other mission-critical related duties, as it determines necessary in its sole and absolute discretion.

In addition to such other services as are set forth elsewhere in this Contract, the Contractor must provide the following:

- A. Electricity,
- B. Water (hot and cold) and sewer
- C. Potable water (see "Drinking Water" clause)
- D. Restroom cleaning and supplies, daily
- E. Window washing twice yearly
- F. Initial and replacement lamps, tubes and ballasts
- G. Exterior and interior door locks and hardware – designed to accept 7-pin removable cores supplied by the Government;

46. **Utilities not provided by the Lessor (09/2021) 6.7.1-2** If the cost of utilities is not included as part of the rental consideration, the Lessor must specify which utilities are not included. For those utilities that are not included as part of the rental consideration, the Lessor will provide separate meters for utilities to be paid for by the Government. Proration is not permissible. Prior to occupancy by the Government, the Lessor will furnish the RECO written verification of the meter numbers and certification that these meters will measure FAA usage only. The Lessor will notify the RECO of any changes in meter numbers or meter configuration during FAA occupancy.

47. **Fall Protection (09/2021) 6.8.4** The Contractor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Policy, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

48. **Environmental and Occupational Safety and Health (EOSH) Requirements (09/2021) 6.8.5** The Contractor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

- A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)
- B. 29 CFR 1926, Safety and Health Standards (Construction)
- C. National Fire Protection Association (NFPA) 101, Life Safety Code

FAA CONTRACT NO: 697-DCM-L-00098
ATID/FACILITY TYPE: OTM/RCO
LOCATION: OTTUMWA, IOWA

- D. FAA Order 3900.19, FAA Occupational and Health Policy
- E. FAA Standard HF-STD-001, Human Factors Design Standard
- F. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
- G. Local and state EOSH regulations
- H. Local and state fire codes and building codes.

Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Contractor will coordinate with the FAA before and during the work so that the proper requirements are met.

Any equipment designed, installed, or used that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

49. **Warranty of Space (09/2021) 6.8.13** The contractor warrants that all space leased to the Government under this contract complies with federal, state, and local regulations. The space is not limited to that set forth in this contract, but also includes space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways).

50. **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5** (a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any

subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening.

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13,

2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4 A 16.e.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.6.4A.16.e. This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

51. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it _____ does, _____ does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not **use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

52. Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2

NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.

Nothing in this prohibition will be construed to-

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision- If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded “does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;

(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and services

and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

53. Cooperation with Defensive Counterintelligence Program Requirements (DCIP)

(09/2021) 6.9.6 a. The FAA's Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.

b. Consistent with FAA Order 1600.84 FAA Defensive Counterintelligence Program, the contractor is required to cooperate to the fullest extent possible in the following requirements:

1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records or contractor personnel;

2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;

3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms.

Contractor employees are exempt from acknowledging any language in the NDA associated with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements..

4) Contractors must first coordinate with the DCIP at ASH-CI-Notify@faa.gov before contacting any law enforcement or investigative agencies on any known or suspected

counterintelligence or other national security concern described in Paragraph 1 of FAA Order 1600.84.

5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by FAA Order 1600.84. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern as described in Paragraph 1 of FAA Order 1600.84, the employee will refer the law enforcement or investigative agency to AXI-310.

6) Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO or their designee if their employees observe any of the following-

a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;

b) Suspected or known espionage (See Appendix A of FAA Order 1600.84 for definition);

c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or otherwise supporting any of the foregoing; or

d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying it to a foreign government or element thereof, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of concern includes, but is not limited to:

i. Non-public information from an official FAA data network or information

ii. Imagery;

iii. Technical specifications;

iv. Trade secrets;

v. Proprietary information;

vi. Sensitive Security Information (SSI); and

vii. Any other SUI

e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

If notification of the CO or their designee is not feasible owing to the CO and/or their designee being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.

7) Elicitation attempts. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique

FAA CONTRACT NO: 697-DCM-L-00098
ATID/FACILITY TYPE: OTM/RCO
LOCATION: OTTUMWA, IOWA

used to discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or their designee if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:

- a) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- b) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee's official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers' identities, or Information Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
- c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a Personal Electronic Device (PED);
- d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce, unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a PED;
- e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;
- f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;
- g) Solicitation by any person of FAA information for which they do not meet the applicable access requirements or that is outside the scope of their official duties;
- h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access

FAA CONTRACT NO: 697-DCM-L-00098
ATID/FACILITY TYPE: OTM/RCO
LOCATION: OTTUMWA, IOWA

requirements or that is outside the scope of their official duties; and
i) Suspicious or unexplained contact by any person with an FAA employee, where the person has suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the CO or their designee and request that they report it to the DCIP. If that is not feasible, or if the CO or their designee are the suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with a DCIP inquiry or CI investigation.

c. Failure to cooperate with any of the activities under section (b) above may be considered by the FAA to be a material breach of the contract.

d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

Notices (09/2021) 6.10.1 All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE Contractor:
City of Ottumwa
105 E. Third St.
Ottumwa, IA 52501

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch AAQ-900
10101 Hillwood Parkway
Fort Worth, Texas 76177

54. Signature Block (09/2021) 6.10.3 This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

City Of Ottumwa

By: _____
Print Name: Jay Wheaton
Title: Airport Facilities Mnager
Date: _____

FAA CONTRACT NO: 697-DCM-L-00098
ATID/FACILITY TYPE: OTM/RCO
LOCATION: OTTUMWA, IOWA

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Print Name: Patti Lorensen
Title: *Real Estate Contracting Officer*
Date: _____

DRAFT

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 15, 2022

Finance
Department

Tina Jaegers
Prepared By
Tina Jaegers
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No 64-2022 Adopting the Annual Budget for the Fiscal Year
Ending June 30, 2023.

Public hearing required if this box is checked.

The Point of Publication for each Public Hearing must be attached to the Staff Summary. If the Point of Publication is not attached, you must not include it on the agenda or the agenda.

RECOMMENDATION:

- A. Open the public hearing.
- B. Receive comments, Call for written and oral objections.
- C. Close public hearing.
- D. Pass and adopt Resolution No. 64-2022

DISCUSSION:

A public hearing has been conducted for citizen comments prior to consideration of this resolution. If approved, the City will decrease the total tax levy rate to \$21.21996, a reduction of \$1.00.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 64-2022

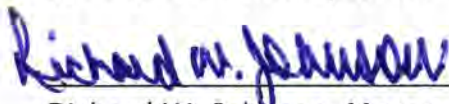
**A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR
ENDING JUNE 30, 2023.**

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


The annual budget for fiscal year ending June 30, 2023, as set forth in the
Budget Summary Certificate and in the detailed budget in support thereof
showing the revenue estimates and appropriation expenditures and allocations to
functions and activities for said fiscal year is adopted, and the Interim Director of
Finance/Accountant is directed to make the filings required by law and set up the
books in accordance with the summary and details as adopted.

APPROVED, PASSED, AND ADOPTED this 15th day of March 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:

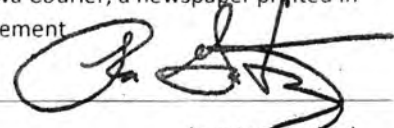

Christina Reinhard, City Clerk

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

Proposed Budget
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 03/03/22
Subscribed and sworn to before me, and in my presence, by the said 3rd day of March, 2022



Notary Public

In and for Wapello County



Printer's fee \$130.83

COPY OF ADVERTISEMENT

2/25/22, 1:45 PM Local Government Property Valuation System

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET
Fiscal Year July 1, 2022 - June 30, 2023
City of: OTTUMWA

The City Council will conduct a public hearing on the proposed Budget at: 105 E 3rd Street Council Chambers Meeting Date: 3/15/2022 Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

	Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
The estimated Total tax levy rate per \$1000 valuation on regular property			21.21996
The estimated tax levy rate per \$1000 valuation on Agricultural land is			3.00375
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.			
Phone Number (641) 683-0607			City Clerk/Finance Officer's NAME Phil Rath
Revenues & Other Financing Sources			
Taxes Levied on Property	14,225,542	13,560,095	13,881,967
Less: Uncollected Property Taxes-Levy Year	2 10,000	10,000	0
Net Current Property Taxes	3 14,215,542	13,550,095	13,881,967
Delinquent Property Taxes	4 287,145	0	421,476
TIF Revenues	5 1,892,449	484,725	598,371
Other City Taxes	6 5,396,366	4,615,803	5,551,249
Licenses & Permits	7 390,000	329,164	235,556
Use of Money and Property	8 403,816	1,124,395	660,032
Intergovernmental	9 6,091,504	4,217,453	7,315,946
Charges for Fees & Service	10 19,685,053	18,476,740	18,634,052
Special Assessments	11 87,000	35,000	111,388
Miscellaneous	12 1,610,812	1,099,834	-3,889,503
Other Financing Sources	13 8,400,420	0	7,497,113
Transfers In	14 14,722,343	13,187,095	17,071,029
Total Revenues and Other Sources	15 73,182,450	57,120,304	75,867,682
Expenditures & Other Financing Uses			
Public Safety	16 10,311,445	9,333,186	9,183,293
Public Works	17 9,160,742	8,294,224	7,257,782
Health and Social Services	18 954,545	806,094	782,601
Culture and Recreation	19 4,429,151	2,448,640	2,651,921
Community and Economic Development	20 863,978	335,671	477,193
General Government	21 2,039,674	1,821,541	3,037,273
Debt Service	22 4,975,049	3,911,550	4,507,415
Capital Projects	23 5,441,212	11,061,602	13,569,877
Total Government Activities Expenditures	24 38,175,796	38,012,508	41,467,355
Business Type / Enterprises	25 16,146,184	13,657,596	13,981,879
Total ALL Expenditures	26 54,321,980	51,670,104	55,449,234
Transfers Out	27 14,722,343	13,187,095	17,071,029
Total ALL Expenditures/Transfers Out	28 69,044,323	64,857,199	72,520,263
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29 4,138,127	-7,736,895	3,347,419
Beginning Fund Balance July 1	30 41,896,515	49,633,410	46,285,991
Ending Fund Balance June 30	31 46,034,642	41,896,515	49,633,410

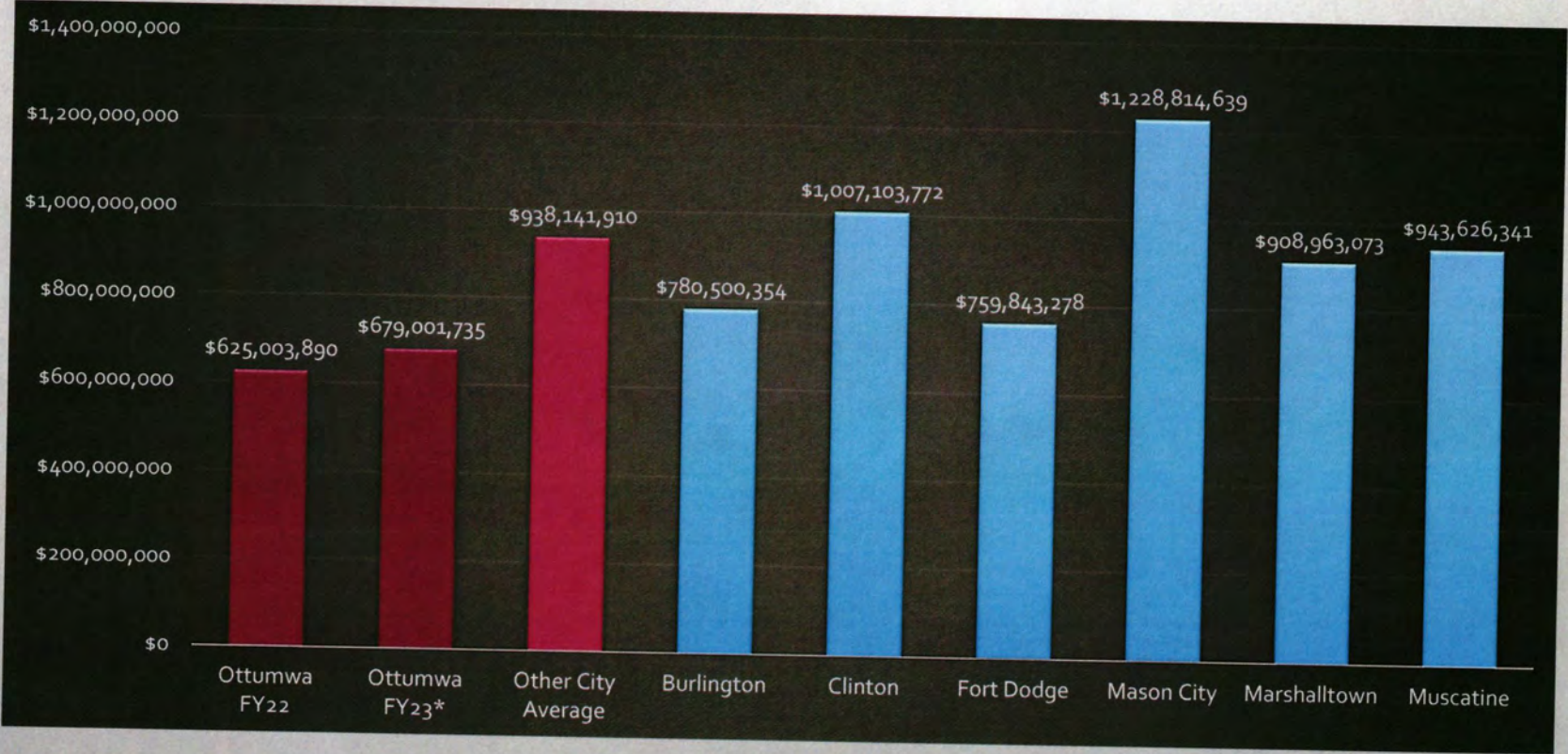


[CITY OF]

OTTUMWA

Budget 2022-2023

Valuation Comp. (Sister Cities) - FY2022



Approach to Municipal Budget

- Budget is a “planning” document
 - Maintain an objective approach – not favoring one division over another
 - Maintain service levels
 - Limit the negative impact of reduced or eliminated services
 - Limit the impact upon current employees
 - Encourage growth and increased valuation

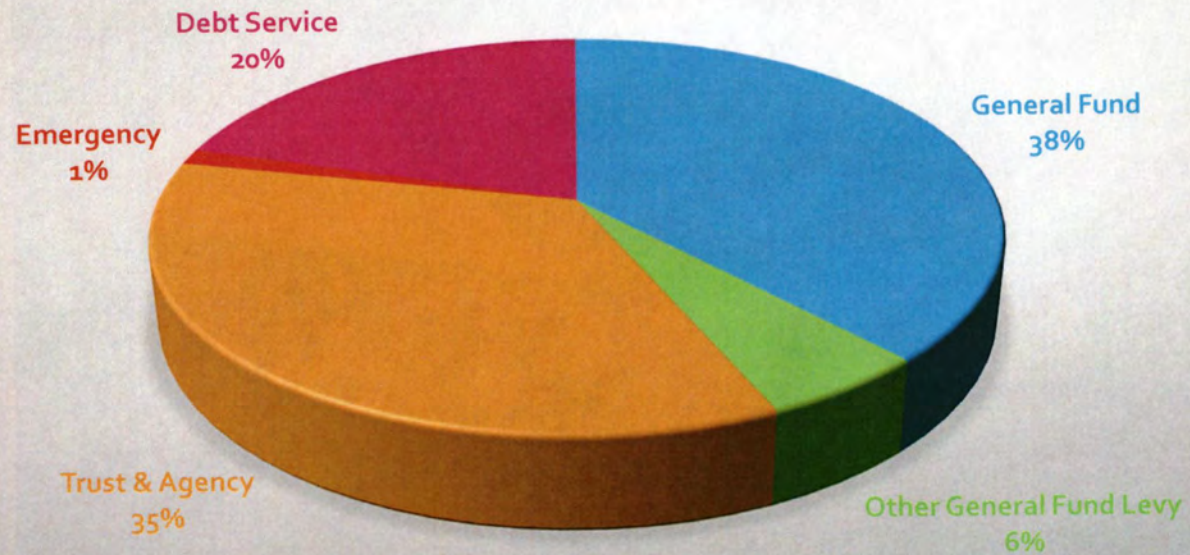
Balanced Budget / Coverage Ratio

	Actual 2020-2021	Budget 2021-2022	Estimated 2021-2022	Proposed 2022-23*	Proposed 2022-2023
Fund Balance – July 1	2,922,684	3,976,530	3,982,584	3,990,053	3,990,053
Revenue	15,939,033	15,651,570	15,649,570	18,231,441*	16,385,665
Expenditures	14,879,142	15,633,092	15,642,092	18,230,591*	16,408,803
Fund Balance – June 30	3,982,574	3,995,008	3,990,053	3,990,903	3,966,915
Coverage Ratio	26.77%	25.55%	25.51%	21.89%	24.18%

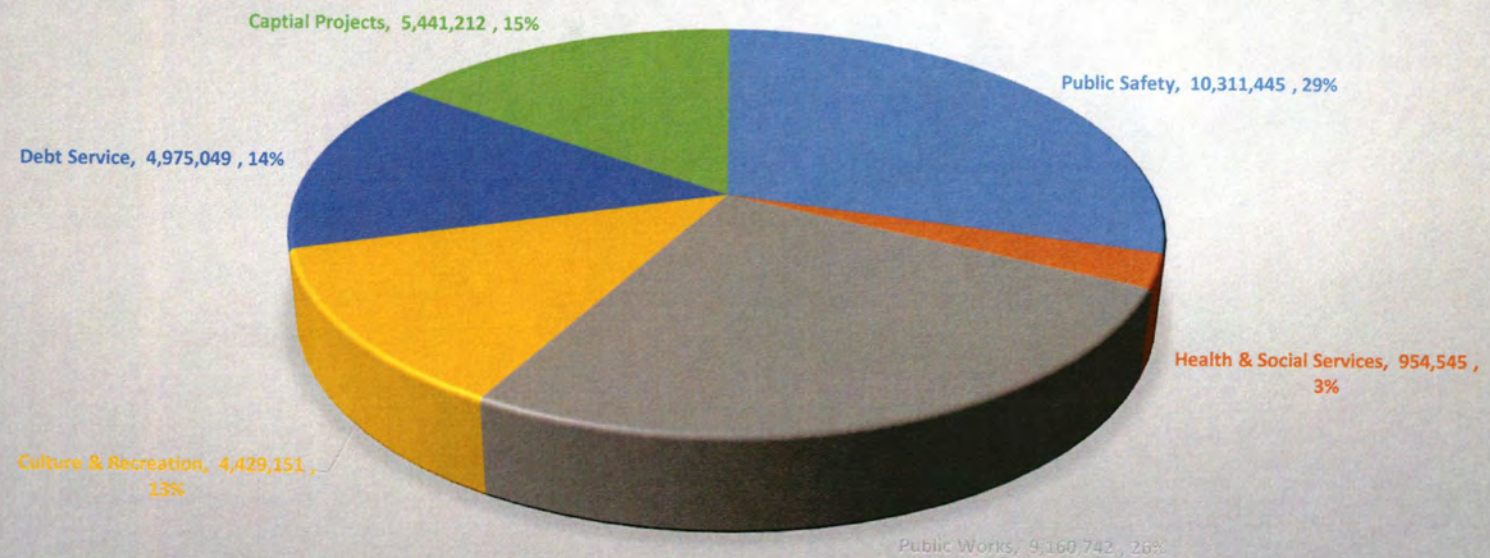
*This amount includes the budget for the ARPA funding

- Goal “Coverage Ratio” is between 20-25%

Tax Levy – Percentage by Fund



Expenditures – Percentage by Category



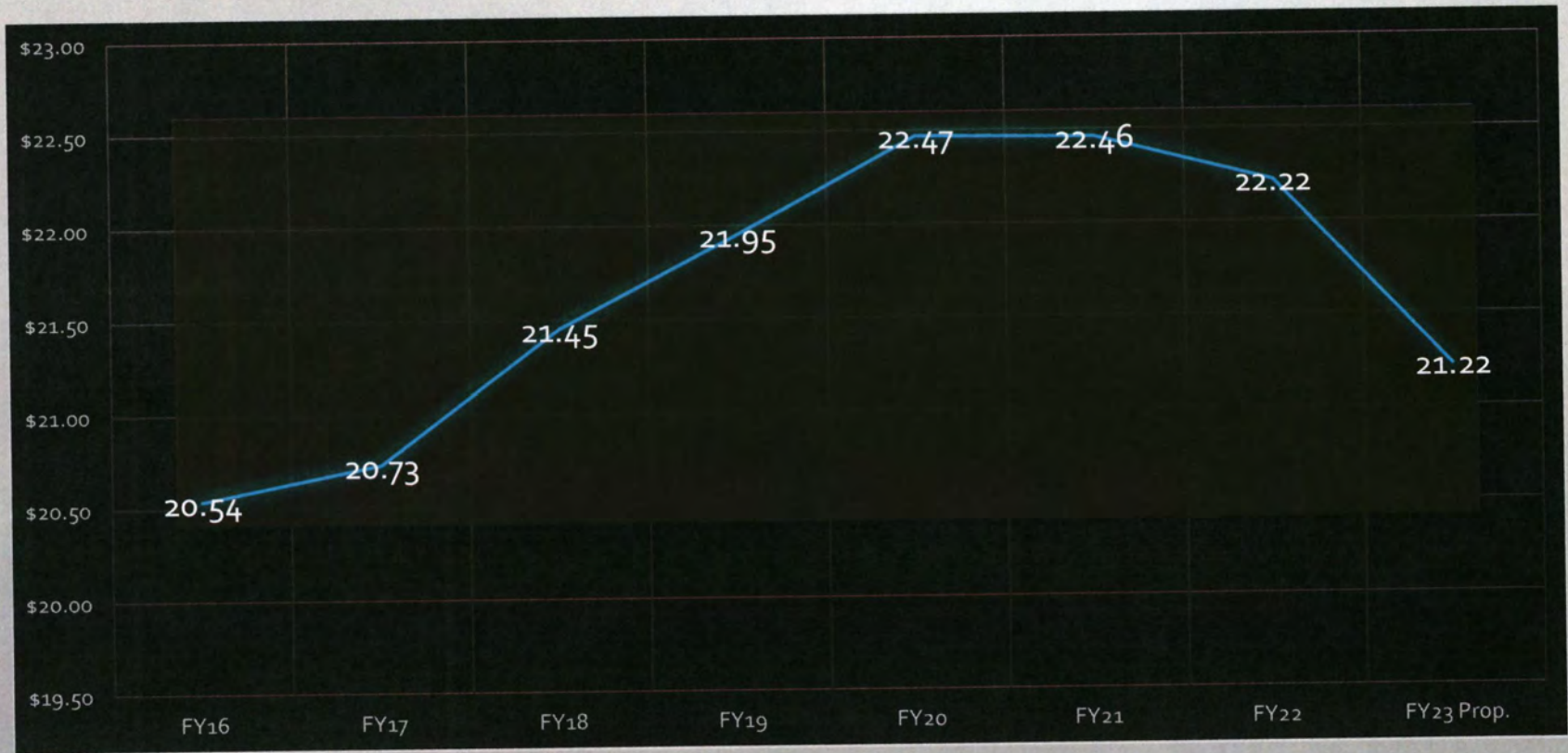
Historical & Proposed Tax Rate



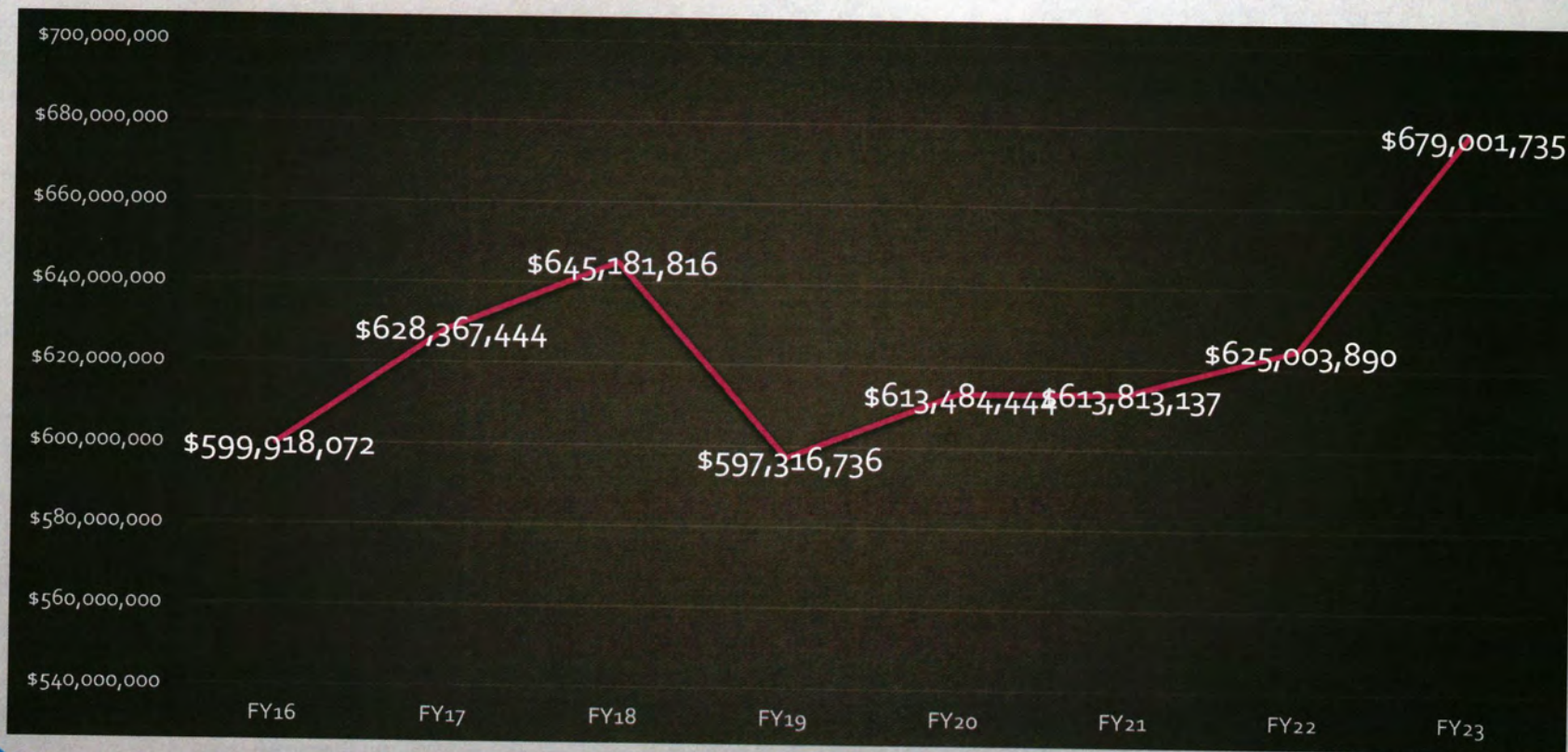
Levy Comparison - YoY

	2021-2022		2022-2023	
	Levy	Amount	Levy	Amount
General Fund	8.10000	5,062,532	8.10000	5,499,914
Event Center	0.13500	84,376	0.13500	91,665
Emergency	0.27000	168,751	0.27000	183,330
Library	0.27000	168,751	0.27000	183,330
Insurance	0.75000	468,753	0.75000	509,251
Debt Service	4.19500	2,659,420	4.29500	3,094,994
Trust & Agency	8.50000	5,312,533	7.40000	5,024,613
Subtotal-Regular Levy	22.22000	13,925,115	21.22000	14,587,098
Aq-Land	3.00375	2,965	3.00375	2,816
TOTAL PROPERTY TAXES		13,928,080		14,589,915
TAXABLE VALUATION				
		2013 - 2014	630,134,013	
		2014 - 2015	606,360,046	
		2015 - 2016	599,918,072	
		2016 - 2017	628,367,444	
		2017 - 2018	645,181,816	
		2018 - 2019	597,316,736	
		2019 - 2020	613,484,444	
		2020 - 2021	613,813,137	
		2021 - 2022	625,003,890	
		2022 - 2023	679,001,735	
DEBT SERVICE VALUATION				
		2021 - 2022	633,950,013	
		2022 - 2023	720,603,922	
AG VALUATION				
		2021 - 2022	987,119	
		2021 - 2023	937,656	

Municipal Levy Rate – Historic Trend

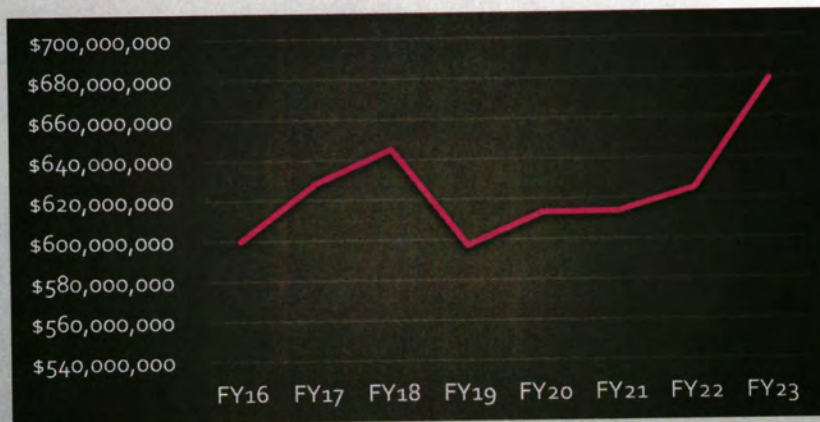


Ottumwa Assessed Valuation – Historic Trend



Historic Trend – Municipal Rate to Valuation

Assessed Valuation



Municipal Tax Rate





[CITY OF]

OTTUMWA

Open Up for Discussion

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 15, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 76-2022: A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF LOT 11 IN BLOCK 3 OF BLAKE PARK ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA, ALSO KNOWN AS 817 CHESTER, TO RIPPLING WATERS FOR THE SUM OF \$125.00

Public hearing required if this box is checked.

RECOMMENDATION: OPEN PUBLIC HEARING
RECEIVE PUBLIC COMMENTS
CLOSE PUBLIC HEARING
PASS AND ADOPT RESOLUTION NO. 76-2022

DISCUSSION: Rippling Waters offered the City \$125.00 for a vacant lot at 817 Chester. They intend to place a Homes for Iowa house on the lot and will sign a development agreement agreeing to construct a new home within three years. As a non-profit developer, Rippling Waters is entitled to the \$125.00 price for city-owned lots for development. This resolution would authorize the sale.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 76-2022

**A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF LOT 11 IN
BLOCK 3 OF BLAKE PARK ADDITION TO THE CITY OF OTTUMWA, WAPELLO
COUNTY, IOWA, ALSO KNOWN AS 817 CHESTER, TO RIPPLING WATERS FOR THE SUM
OF \$125.00**

WHEREAS, the City is the present title holder to real property situated in the City of Ottumwa, Wapello County, State of Iowa, legally described as Lot 11 in Block 3 of the Blake Park Addition to the City of Ottumwa, Wapello County, Iowa and known locally as 817 Chester Avenue; and

WHEREAS, pursuant to Resolution No. 62-2022 approved, passed and adopted March 1, 2022 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to Rippling Waters for an offered price of \$125.00; and

WHEREAS, the buyers intend to construct a new single-family home on the vacant lot; and

WHEREAS, Rippling Waters will sign a development agreement agreeing to construct the home within three years of the purchase of the property; and

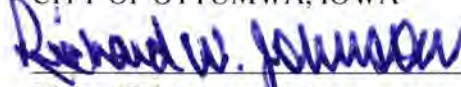
WHEREAS, the property will be transferred by warranty deed, with no abstract, and the buyer shall pay the cost of publishing the public hearing notice and recording fees;

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

The offer received from Rippling Waters in the amount of \$125.00 for the purpose of constructing a new home, be and it is hereby accepted and the sale of 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.

APPROVED, PASSED, AND ADOPTED this 15th day of March 2022.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



[CITY OF]
OTTUMWA

Petition No.: 5088-2022

Petitioner Information:

Name: Rippling Waters

Address: 227 E. Main St., Ottumwa, IA 52501

Phone Number: (641) 954-0461 Petition contains the required number of signatures.

Summary of Petition:

To Purchase 817 Chester for \$125 as a Non-Profit to build a New House.

1. Engineering Department Approve Deny _____

Comments:

Date

Dept. Initials
Required

2. Plan/Zoning/Dev. Department Approve Deny 2/24/22

Comments:

Date

ZDS
Dept. Initials
Required

With development agreement to build home in 3 years. Development agreement sent to Ahlers for review.

3. Health Department Approve Deny 2/24/22

Comments:

Date

ZDS
Dept. Initials
Required

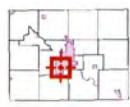
** If denied by your department automatically return to the City Clerk's Office.

** If approved by your department submit to the next department for review.

*** Once the form is completed return to the City Clerk's Office



Overview



Legend

-  Easements
-  Lots
- Parcels**
-  <blank>
-  <blank>
-  Subdivisions
-  City Limits
-  Lot Symbols
-  Misc Symbols
-  Parcel Symbols
-  Road Symbols
-  Right-of-Way Line
- Roads**
-  Sections
-  Section Center
-  Quarter Lines
-  Quarter Quarter Lines

Parcel ID	007416160038000	Alternate ID	n/a	Owner Address	City Of Ottumwa
Sec/Twp/Rng	0-0-0	Class	R		105 E Third
Property Address	817 CHESTER	Acreage	n/a		Ottumwa, IA 52501
	OTTUMWA				

District OTTUMWA CITY/ OTTUMWA SCH
 Brief Tax Description BLAKE PARK ADDITION
 LOT 11 BLK 3
 (817 CHESTER)
 (Note: Not to be used on legal documents)

Date created: 3/8/2022
 Last Data Uploaded: 3/8/2022 2:08:29 AM



[CITY OF]
OTTUMWA

Petition No.: 5088-2022

Petitioner Information:

Name: Rippling Waters

Address: 227 E. Main St., Ottumwa, IA 52501

Phone Number: (641) 954-0461 Petition contains the required number of signatures.

Summary of Petition:

To Purchase 817 Chester for \$125 as a Non-Profit to build a New House.

1. Engineering Department Approve Deny 2/24/22 LBS
Date Dept. Initials Required

Comments:

We have no future needs for this lot.

2. Plan/Zoning/Dev. Department Approve Deny 2/24/22 ZDS
Date Dept. Initials Required

Comments:

With development agreement to build home in 3 years. Development agreement sent to Ahlers for review.

3. Health Department Approve Deny 2/24/22 ZDS
Date Dept. Initials Required

Comments:

** If denied by your department automatically return to the City Clerk's Office.

** If approved by your department submit to the next department for review.

*** Once the form is completed return to the City Clerk's Office

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 15, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 77-2022: A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR THE OTTUMWA BLESSINGS SOUP KITCHEN / FOOD PROGRAM ASSISTANCE PROJECT AND, IF FUNDED, TO SIGN ALL CONTRACT RELATED DOCUMENTS

Public hearing required if this box is checked.

RECOMMENDATION: OPEN PUBLIC HEARING
RECEIVE PUBLIC COMMENTS
CLOSE PUBLIC HEARING
PASS AND ADOPT RESOLUTION NO. 77-2022

DISCUSSION: The Iowa Economic Development Authority is providing a special round of Community Development Block Grant funding as a result of additional federal Covid relief funding. With Area 15 Regional Planning, staff has identified a project which will provide assistance to the food service program operated by Starr Workforce/Blessings Soup Kitchen which provides meals to persons experiencing homelessness.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Since the beginning of the pandemic, the number of daily meals served by Blessings has more than doubled from 100-150 to 250-300 meals per day. This while operating on residential grade appliances. If funded, the \$100 thousand CDBG grant would provide:

- 2 Commercial stoves
- 2 Commercial refrigerators
- 2 Commercial freezers
- 3 Double convection ovens
- 1 Stainless steel compartment sink
- 1 Commercial pasta cooker
- 1 Industrial washer & dryer
- 75,000 take-out containers (1 year supply)

This would not only support the growing need for this service but also enable Blessings to serve more nutritional food and a wider variety of meals. The grant would not require a local match. This resolution would authorize the mayor to sign and submit the grant and if, funded, sign all contract related documents for the program.

RESOLUTION NO. 77-2022

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AND SUBMIT THE COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR THE OTTUMWA BLESSINGS SOUP KITCHEN / FOOD PROGRAM ASSISTANCE PROJECT AND, IF FUNDED, TO SIGN ALL CONTRACT RELATED DOCUMENTS

WHEREAS, the City Council has determined that food insecurity is a high priority for the City of Ottumwa; and

WHEREAS, the Blessings Soup Kitchen provides daily meals to the homeless in Ottumwa and, if funded, the project will help continue providing service to the community to address these food needs; and

WHEREAS, the scope of work will be consistent with the grant guidelines as provided by the Iowa Economic Development Authority under the Community Development Block Grant CV Program; and

WHEREAS, the City Council of Ottumwa, Iowa, intends to submit an application requesting assistance from the Iowa Economic Development Authority (IEDA) through the Community Development Block Grant (CDBG) COVID-19 (CV) Food bank/food program assistance fund not to exceed \$100,000; and

WHEREAS, local match will be provided in the amount of \$95,000 from the City through an allocation in the Downtown Development Program with additional assistance from the participating property owners in the amount of \$101,000 for a total project of \$446,000; and

WHEREAS, the CDBG CARES Program notice requires that grantees ensure Duplication of Benefits (DOB) does not occur for CDBG-CV funds; and

WHEREAS, the CDBG CARES Program notice requires that all CDBG-CV grantees adopt DOB policies and procedures;

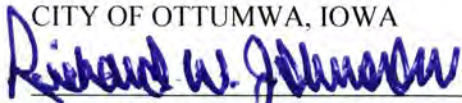
WHEREAS, the IEDA has developed "Community Development Block Grant Coronavirus (CDBG-CV) Duplication of Benefits Policies and Procedures" for non-entitlement communities to utilize;

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

The Mayor of the City of Ottumwa is authorized to sign all documents related to the CDBG Application to the COVID-19 food service project, and, if funded, is hereby authorized to sign all grant related contract documents.

BE IT FURTHER RESOLVED THAT, the City adopts IEDA's Duplication of Benefits Policies and Procedures.

APPROVED, PASSED, AND ADOPTED this 15th day of March 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

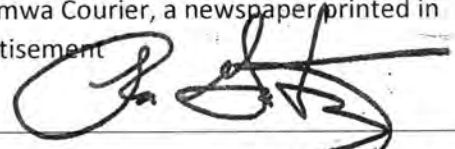

Christina Reinhard, City Clerk



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

here to attached

was published in said newspaper for 1 consecutive week's to-wit: 03/05/22
Subscribed and sworn to before me, and in my presence, by the said 5th day of March, 2022



Notary Public

In and for Wapello County

Printer's fee \$24.04

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING FOR CITIZEN PARTICIPATION

REGARDING PROPOSED ACTIVITIES RELEVANT TO APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS YOU ARE HEREBY NOTIFIED that the City of Ottumwa, Iowa will hold a public hearing to gather public input on a proposed application to the Iowa Economic Development Authority for CDBG COVID-19 Non-Entitlement funds for a food program assistance project. Public comments will be considered in the development of the application and a Community Development and Housing Needs Assessment. This hearing will be held on March 15, 2022 at 5:30 PM at the Ottumwa City Hall in Ottumwa, Iowa. The purpose of the hearing is to provide an opportunity for the public to propose or comment on the project and the proposed application to the CDBG COVID-19 Non-Entitlement program and a Community Development and Housing Needs Assessment. The needs assessment will address the following: 1. Major housing and community development needs of low to moderate income (LMI) residents of the community. 2. Other major housing and community development needs (for non-LMI residents). 3. Planned or potential activities to address the needs identified in 1 and 2 above. If you are unable to attend this meeting but have comments, written comments must be

reasonable plan. Addressing you, and you'll come up with a Question what isn't working for

PH-CDBG
Blessings Food Program

STARR Workforce Inc.

DBA Blessings Soup Kitchen

229 Commercial Street, Ottumwa, Iowa 52501 641 777 7997

A 501 3c non profit corporation

Gary and Sheri Locke Smith co directors

Housing and Feeding ALL through Covid Never Closed

Dear City Council,

Thank you for contacting us about this one time opportunity.

Overview of what Blessings has done in the last year.

We feed 180-300 persons a day by donation. Over 75,000 meals last year. We purchase our food locally from local grocery and produce, and turn it into a nice warm meal. We are going on our tenth year of service.

Operated by 50-70 volunteers a week to help feed hungry children, impoverished, unemployed, elderly (six to seven regulars are over the age of 90 years old), veterans, etc. It seems a different crowd all the time over the years. Seems everyone has a season of need and then moves on.

Blessings saw through 88 individuals/families from Homeless to housed with most of them getting simultaneous employment. Housing help 80 by STARR. 7 paid by others but all 88 facilitated by STARR.

Blessings gave over 900 new and used winter coats, over 600 blankets, shoes, and clothes.

We started in 2012 with used residential appliances and daily commercial use has gassed them out and gotten us where we are cooking with used roasters and just using our ovens for warming as they don't heat up all the way.

Thanks,

Sheri and Gary

Stay tuned for our new project to help the homeless be encouraged, trained and housed!

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 15, 2022

Alicia Bankson

Prepared By

Darryl Seals

Department Head

Engineering

Department

P. J. [Signature]

City Administrator Approval

AGENDA TITLE: Resolution #50-2022. Awarding the contract for the Street Patch Repair Program – 2022.

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

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

RECOMMENDATION: Pass and adopt Resolution #50-2022.

DISCUSSION: This project is a unit price contract for replacement of PCC Panel Replacement on selected streets. Work will consist of full depth saw cutting, epoxy pinned and placement of PCC. Targeted areas will address panel failures and faulting /settlement issues. Estimated Quantity - 1500 SY.

Plans for the project are posted on the City's website, submitted to Master Builders of Iowa for publication with their Construction Update plan service, and available for pick up in the Engineering Office. An announcement is published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on February 23, 2022 at 2:00 p.m. Two (2) bids were received. The lowest responsive bidder is TK Concrete, Inc. of Pella, Iowa in the amount of \$145,750.00. This determination was reviewed with our legal counsel for final determination.

Bid Tab and Plan Holders List are attached.

Budgeted: \$150,000.00

RESOLUTION #50-2022

A RESOLUTION AWARDING THE CONTRACT FOR THE
STREET PATCH REPAIR PROGRAM - 2022

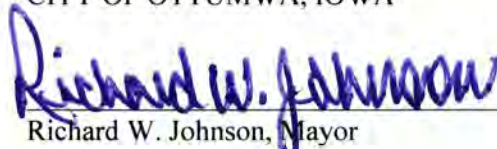
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsive bidder, TK Concrete, Inc. of Pella, Iowa in the amount of \$145,750.00.

APPROVED, PASSED, AND ADOPTED, this 15th day of March, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor


ATTEST:



Christina Reinhard, City Clerk

STREET PATCH REPAIR PROGRAM													
2/23/2022													
ITEM	DESCRIPTION	UNIT	QTY	CONSTRUCTION ESTIMATE UNIT PRICE	EXTENSION	DC CONCRETE UNIT PRICE	EXTENSION	TK CONCRETE UNIT PRICE	EXTENSION	DC CONCRETE EXTENSION	TK CONCRETE EXTENSION		
1	MODIFIED SUBBASE	TN	100	\$ 21.00	\$2,100.00	\$ 30.00	\$3,000.00	\$25.00	\$2,500.00				
2	MANHOLE ADJUSTMENT, MINOR	EA	4	\$ 850.00	\$3,400.00	\$ 1,000.00	\$4,000.00	\$1,000.00	\$4,000.00				
3	INTAKE ADJUSTMENT, MINOR	EA	1	\$ 850.00	\$850.00	\$ 1,000.00	\$1,000.00	\$1,000.00	\$1,000.00				
4	PATCHES, FULL DEPTH FINISH, BY AREA	SY	1525	\$ 92.00	\$140,300.00	\$ 80.00	\$122,000.00	\$80.00	\$122,000.00				
5	TRAFFIC CONTROL	LS	1	\$ 1,500.00	\$1,500.00	\$ 2,000.00	\$2,000.00	\$6,000.00	\$6,000.00				
6	MOBILIZATION	LS	1	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$2,000.00	\$10,250.00	\$10,250.00				
TOTAL										\$150,150.00	\$134,000.00	\$145,750.00	

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON 2-23-2022

BY: 

PLAN HOLDERS LIST

Street Patch Repair Program - 2022
Ottumwa, Iowa 52501

Engineer's Estimate: \$150,000.00

Plan Deposit: \$40.00 (\$40.00 refundable)

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	Jones Contracting Corp 1808 Hwy 16 PO Box 156 West Point, IA 52656 pjones@jonescontractingcorp.com	319-837-8129	Emailed 2/2/2022			
2	DC Concrete & Construction 15476 Emerald Rd Douds, IA 52551 dcconstruction.ia@gmail.com	641-919-0636	Emailed 2/2/2022			
3	M4i Concrete 1127 S Main St Sigourney, IA 52591 m4iconcrete@live.com	641-660-2213	Emailed 2/2/2022			
4	Cremer Concrete 606 Goode Street Bloomfield, IA 52537 cremerconcrete@hotmail.com	641-777-5925	Emailed 2/2/2022			
5	Ke vins Concrete Wellman, IA 52356 kevinsconcrete1@gmail.com	319-333-8153	Emailed 2/2/2022			
6	Iowa Concrete Paving Association 360-380 SE Delaware Ave Ankeny, IA 50021 rbangs@concretestate.org	515-963-0606	Emailed 2/2/2022			
7	Ideal Ready Mix 2901 N Court St Ottumwa, IA 52501 jmartsching@idealm.com	319-759-0246	Emailed 2/2/2022			
8	Manatts Ready Mix 1775 Old 6 Rd Brooklyn, IA 52211 nickg@manatts.com	641-522-9206	Emailed 2/2/2022			
9	TK Concrete, Inc. 1608 Fifield Rd Pella, IA 50219 tvm@vermeergroup.com ; kirk@vermeergroup.com	641-628-4590	Emailed 2/2/2022			
10	OEL Construction 1306 River Rd S Steamboat Rock, IA 50672 triniteeoe@gmail.com	641-751-9362	Emailed 2/2/2022			
11	Drish Construction 1701 S Main St Fairfield IA 52556 dayle.drish@gmail.com	641-472-9506	City Website 2/4/2022			
12	Iowa Civil Contracting, Inc. 1106 3rd St Victor, IA 52347 patm@iowacivil.com	319-647-3561	City Website 2/17/2022			
13	Reyes Drywall Ottumwa, IA 52501	641-781-1770	Picked Up 2/22/2022			
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	Notice of Project 2/2/2022			
	City of Ottumwa 105 E Third St Ottumwa, IA 52501	641-683-0680	Notice of Project, P&S 2/2/2022			

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 15, 2022

Alicia Bankson

Prepared By

Danny Seals

Department Head

Engineering
Department

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #66-2022. Approving Professional Services Agreement between the City of Ottumwa and McClure Engineering Company for the Highway 34 - Vine Street Interchange Project and authorizing the Mayor to sign the 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 #66-2022.

DISCUSSION: The Agreement provides professional engineering services for reviewing the current scope developed by IDOT for Hwy US 34 and Vine Street interchange to Madison Avenue.

The study would determine if the proposed roundabout could be relocated to improve the Cities current plan to realign Vine Street to improve safety and promote future development.

Total cost of design as outlined in the agreement is a lump sum fee of \$27,820.00.

Funding: \$30,000

RESOLUTION NO. 66-2022

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OTTUMWA AND McCLURE ENGINEERING COMPANY FOR THE HIGHWAY 34 - VINE STREET INTERCHANGE PROJECT

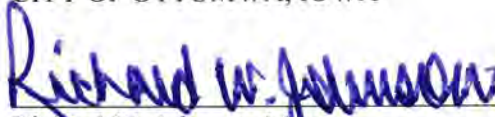
WHEREAS, This agreement will provide for professional services for the design of the Highway 34 - Vine Street Interchange Project; and,

WHEREAS, The engineering services of McClure Engineering Company is for a lump sum of \$27,820.00 as described in the agreement

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Agreement between the City of Ottumwa and McClure Engineering Company for the above referenced project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 15th day of March, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



Project No.: 211534-000
 Project Name: Ottumwa US 34 Concept Statement
 Project Manager: Scott Port, PE

Agreement for Engineering Services

This Agreement, is made on the 14th day of December, 2021, by and between *McClure Engineering Company, of Clive, Iowa*, (herein referred to as "ENGINEER") and the *City of Ottumwa* (hereinafter referred to as "OWNER"). The ENGINEER will provide services per the terms and conditions outlined in this Agreement and in accordance with the scope presented in Exhibit 'C'. The services will be compensated for in accordance with the fees or hourly rates as presented in Exhibit 'B', for the Project described as:

Ottumwa US 34 Concept Statement

1. The OWNER shall provide information per the OWNER's responsibilities presented in Exhibit 'E' in a timely manner so as not to delay the services provided by the ENGINEER.
2. Payment to the ENGINEER shall be made within 30 days of invoice for work completed to date. The invoice will include the percentage of work complete, an estimate to complete and, a brief project status summary.
3. Past due amounts owed shall accrue interest at 1.5% per month from the 30th day. If the OWNER fails to make monthly payments due the ENGINEER, the ENGINEER may, after giving (7) days written notice to the OWNER, suspend services under this agreement.
4. THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON 'EXHIBIT A' OF THIS AGREEMENT.
5. This Agreement represents the entire and integrated agreement between the OWNER and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and the ENGINEER.
6. Neither party to this AGREEMENT will be liable to the other party for unavoidable delays in performing the Scope of Services, or for the direct or indirect cost resulting from such delays, that may result from acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. The ENGINEER will adjust the schedule and compensation under this agreement to the extent that ENGINEER's schedule and compensation are equitably adjusted by the OWNER.

Unavoidable Delays means delays in performance resulting from acts or occurrences outside the reasonable control of the party claiming the delay in performance, including but not limited to storms, floods, excessive rain, hail, wind, hurricanes, tornadoes, fires, explosions or other casualty losses, unusual weather conditions, global medical pandemics, including but not limited to that certain global medical pandemic which has come to be known as "Coronavirus" or "Covid-19", national medical pandemics in the United States of America, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts, restrictions, or prohibitions of any federal, State or local governmental unit.

7. The amount of the ENGINEER's compensation is outlined in Exhibit 'C'. The contract type is Lumpsum.

	Included	Not Included
Exhibit 'A' Terms and Conditions	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'B' Hourly Rate Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'C' Detailed Scope of Work	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'D' Subconsultant(s) Agreement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'E' Owners Responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'F' Duties and Responsibilities of Resident Project Representative	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'G' Project Location	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Exhibit 'H' Construction Cost Estimate	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exhibit 'I' Regulatory Requirements	<input type="checkbox"/>	<input checked="" type="checkbox"/>

OWNER: City of Ottumwa

ENGINEER: McClure Engineering Company

By: Richard W. Johnson
 Title: Mayor

Signed: Scott Port
 Title: Team Leader

Exhibit A
**McCLURE ENGINEERING COMPANY
STANDARD TERMS AND CONDITIONS**

ACCESS TO SITE: The **Engineer** shall at all times have access to the site to complete his Work.

INFORMATION PROVIDED BY OTHERS: The **Engineer** shall be entitled to rely upon the accuracy and completeness of data provided by the **Owner** and shall not assume liability for such data. The **Engineer** does not practice law, insurance or financing, therefore, the **Owner** shall furnish all legal, accounting and insurance counseling services as may be necessary to protect themselves at any time during the Project. **Owner** shall hold **Engineer** harmless from damages that may arise as a result of inaccuracies of information or data supplied by **Owner** or others to **Engineer**.

ADDITIONAL SERVICES: As an Additional Service in connection with changes in the scope of the **Engineer's** work by the **Owner**, the **Engineer** shall prepare Drawings, Specifications and other documentation and data, evaluate Contractor's proposal and provide any other services made necessary by such Change Orders and Construction Change Directives. The **Engineer** will be entitled to additional compensation to coordinate such changes and schedules shall be adjusted accordingly.

OWNERSHIP AND REUSE OF DOCUMENTS: All documents are instruments of service, and **Engineer** shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the **Engineer**) whether or not the Project is completed.

Owner may make and retain copies of documents for information and reference in connection with the use of the documents on the Project. **Engineer** grants **Owner** a limited license to use the documents on the Project, extensions of the Project, and for related uses of the **Owner**, subject to receipt by **Engineer** of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) **Owner** acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by **Engineer**, or for use or reuse by **Owner** or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by **Engineer**; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by **Engineer**, as appropriate for the specific purpose intended, will be at **Owner's** sole risk and without liability or legal exposure to **Engineer** or to its officers, directors, members, partners, agents, employees, and consultants; (3) **Owner** shall indemnify and hold harmless **Engineer** and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by **Engineer**, and (4) such limited license to **Owner** shall not create any rights in third parties.

If **Engineer** at **Owner's** request verifies the suitability of the documents, completes them, or adapts them for extensions of the Project or for any other purpose, then **Owner** shall compensate **Engineer** at rates or in an amount agreed upon by **Owner** and **Engineer**.

OPINIONS OF PROBABLE COSTS: **Engineer's** opinions (if any) of probable construction costs are to be made on the basis of **Engineer's** experience, qualifications, and general familiarity with the construction industry. However, because **Engineer** has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, **Engineer** cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by **Engineer**. If **Owner** requires greater assurance as to probable construction cost, then **Owner** agrees to obtain an independent cost estimate.

BETTERMENT: If a required item or component of the **Owner's** project should be omitted from **Engineer's** construction documents, **Engineer** shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will **Engineer** be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the **Owner's** project.

SHOP DRAWING REVIEW: If, as part of this Agreement **Engineer** reviews Contractor submittals, such as shop drawings, product data, samples and other data, as required by **Engineer**, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. **Engineer** shall not be responsible for any deviations from the contract documents not brought to the attention of **Engineer** in writing by the contractor. **Engineer** shall not be required to review partial submittals or those for which submissions of correlated items have not been received.

CONSTRUCTION OBSERVATION: If, as part of this Agreement, **Engineer** is providing construction observation services, **Engineer** shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. **Engineer** shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall **Engineer** have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work. **Engineer** shall not be responsible for the acts or omissions of any contractor.

Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.

Engineer shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by the **Engineer** or its consultants.

Unless otherwise specified in this Agreement, the **Owner** has not retained the **Engineer** to make detailed inspections or to provide exhaustive or continuous project review and observation services.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If **Engineer** is not retained for construction observation and/or on-site resident observation services, **Engineer** shall have no

design, shop drawing review, or other obligations during construction, and **Owner** assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, and professional services. **Owner** waives all claims against the **Engineer** that may be connected in any way to construction phase administrative, engineering, or professional services.

UNDERGROUND UTILITIES: Information for location of underground utilities may come from the **Owner**, third parties, and/or research performed by the **Engineer** or its subcontractors. Unfortunately, the information the **Engineer** must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the **Owner** agrees to indemnify and hold harmless the **Engineer** for all claims, losses, costs and damages arising out of the location of underground utilities provided by the **Engineer** under this Agreement.

SUBSURFACE CONDITIONS: The **Engineer** may advise the **Owner** to conduct soil and/or subsurface testing and analysis to provide information to the **Owner**, **Engineer**, and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction.

The **Engineer** cannot warrant or guarantee that the information provided is reflective of all subsurface conditions that may be encountered, or to the extent that subsurface conditions such as soil properties, groundwater, rock, etc., may vary from location to location throughout subsurface construction.

Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price and/or schedule, and the **Engineer** shall be held harmless from issues arising out of these unseen subsurface conditions.

HAZARDOUS MATERIALS – INDEMNIFICATION: The **Engineer** is not in the business of making environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmental damaging substances. The purpose of this provision is to be certain that the **Owner** is aware of the potential liability if toxic, hazardous or environmental damaging substances are found on or under the property. **Engineer** makes no representations regarding an environmental site assessment and assumes no responsibility for the determination to make an environmental site assessment and relies upon **Owner** to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination to make an environmental site assessment on the subject property.

DISPUTE RESOLUTION: Claims, disputes or other matters, involving a value less than \$200,000.00, in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to mediation unless each of the parties mutually agrees otherwise. No mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the **Owner**, **Engineer**, and any other person or entity sought to be joined. In no event shall the demand for mediation be made after the date when the institution of legal or equitable proceedings based upon such claim would be barred by the applicable statute of limitations. The award rendered in the mediation shall be non-binding.

TERMINATION: This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination. This Agreement may be terminated by the **Owner** upon not less than seven days' written notice to the **Engineer** in the event the Project is permanently abandoned.

Failure of the **Owner** to make payments to the **Engineer** in accordance with the Agreement shall be considered substantial non-performance and cause for termination. If the **Owner** fails to make payment when due the **Engineer** for services, the **Engineer** may, upon seven days' written notice to the **Owner**, suspend performance of services under this Agreement. Unless payment in full is received by the **Engineer** within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the **Engineer** shall have no liability to the **Owner** for delay or damage caused by the **Owner** because of such suspension of services.

In the event of termination not the fault of the **Engineer**, the **Engineer** shall be compensated for services performed prior to termination and all termination expenses. Termination expenses are in addition to compensation for *Basic and Additional Services*, and include expenses which are directly attributable to termination.

LIMITATION OF LIABILITY: The **Engineer's** liability shall be limited to \$50,000.00 or the fee for the work performed, whichever is greater, or as specifically agreed to by separate agreement.

PAYMENT: Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service.

WAIVERS: The **Owner** and the **Engineer** waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The **Owner** and **Engineer** each shall require similar waivers from their contractors, consultants and agents.

ASSIGNMENT: The **Owner** and **Engineer**, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither **Owner** nor **Engineer** shall assign this Agreement without the written consent of the other.

GOVERNING LAW: Unless otherwise provided, the Agreement shall be governed by the laws of the State of Iowa.

COMPLETE AGREEMENT: This Agreement represents the entire and integrated agreement between the **Owner** and **Engineer** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both **Owner** and **Engineer**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **Owner** or **Engineer**.

EXHIBIT 'A'
 McCLURE ENGINEERING COMPANY
 HOURLY RATE SCHEDULE
 (Effective through December 31, 2022*)

<u>PERSONNEL</u>	<u>HOURLY RATE</u>
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional	\$185 - \$285
Professional	\$155 - \$185
Junior Professional	\$125 - \$155
Senior Technician	\$135 - \$175
Technician	\$115 - \$135
Landscape Architect	\$120 - \$155
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative	\$65 - \$85
3 Member Survey Crew	\$270
2 Member Survey Crew	\$200
1 Member Survey Crew	\$135

EQUIPMENT

3D Scanner per Scan	\$30.00
UAV per Flight	\$125.00
Sonar Boat	\$125.00

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.70/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

*Rates are subject to change based on billing rates for future years



Exhibit C
Detailed Scope of Work
Ottumwa US 34 Concept Statement

I) PROJECT DESCRIPTION

- A) This scope of services is for the development of a concept statement for US 34 south of S Jefferson Street interchange to south of the Vine Street interchange. The scope also includes the development of the concept for the relocation of Vine Street from US 34 to Madison Avenue.
- B) The project will consist of utilizing the existing Project Concept Statement for US 34, Wildwood Drive to West Junction US 63 (Iowa DOT Project # NHSX-034-7(151)—3H-90) and developing an alternative for the Vine Street intersection, developing a concept statement (D00 Event), and preparing a project development schedule.
- C) Submittals
 - 1) Draft Corridor Concept Report
 - 2) Final Corridor Concept Report

II) BASIC SERVICES

- A) Phase 100 – Preliminary Planning and Reports
 - 1) Task 101 – Preliminary Planning and Report
 - (a) Development of Design Criteria: The ENGINEER will develop the proposed geometric design criteria for US 34 through the project corridor and relocated Vine Street. The criteria will be documented and presented according to the *Iowa DOT Design Manual Section IC-1* and the applicable Design Criteria Worksheet.
 - (b) Development of Conceptual Intersection Option
 - (i) This task shall include the design of one (1) horizontal alignment of the intersection design for US 34 and Vine Street within the study area of the improvements, included edge of pavement, outside and median curb lines, and traffic lane configuration. This option will include an at-grade roundabout at US 34 and Vine Street with a relocation of Vine Street.
 - (ii) This option will be developed based on the following considerations:
 - (a) Established Design Criteria
 - (b) Right-of-Way Constraints
 - (c) Traffic Operations
 - (d) Intersection Level of Service
 - (e) Safety
 - (iii) Concept level plan sheets will be developed.
 - (c) Prepare Concept Statement:
 - (i) A draft concept statement will be prepared by the ENGINEER. Format of the concept statement will be consistent with the D0 Shell Letter and the Concept Statement Shell approved by the Design Bureau. The concept statement will briefly describe the following:
 - (a) Study Area:
 - 1. Project Description
 - 2. Need for Project
 - 3. Present Facility Conditions for US 34 within the project corridor, including pavement conditions and lane and shoulder dimensions.
 - 4. Traffic Estimates along US 34 within the project corridor.
 - 5. Bridge Sufficiency Ratings for US 34 bridges over Vine Street.
 - 6. Access Control for US 34 and Vine Street.
 - 7. Crash History of Vine Street interchange with US 34.
 - (b) Project Concept
 - 1. Option Analyzed
 - 2. Detour Analysis
 - 3. Recommendations
 - 4. Construction Sequence

- 5. ADA Accommodations
 - 6. Special Considerations
 - 7. Program Status
- (ii) The ENGINEER will develop one (1) Conceptual Cost Estimate (Division 1 – US 34 and Roundabout, Division 2 – Vine Street Relocation).
 - (iii) The concept statement will provide input on potential impacts to wetlands, cultural resources, and threatened and/or endangered species as provided by Location and Environmental Bureau (LEB). It is assumed that LEB will identify applicable permit requirements and discuss possible mitigation techniques.
 - (iv) A location map and relevant site photos will be included with the concept statement. Conceptual plan sheets of the preferred alternative will be included as necessary. The draft concept statement will be submitted to the Iowa DOT and City for review. Following a two-week comment period, and input from the Project Review Meeting, comments received will be reviewed and appropriate revisions to the draft concept statement will be made. The revised concept statement will then be submitted to the Iowa DOT as the Final Concept Statement.
- 2) Task 109 – Traffic Analysis
 - (a) The ENGINEER will review 2025 and 2045 traffic estimates for Vine Street Interchange.
 - (b) The ENGINEER will review the roundabout for conflict points and analysis for requirement of a slip-lane.
 - (c) The ENGINEER will review crash history of the existing interchange of US 34 and Vine Street.
- B) Phase 200 – Existing Conditions
 - 1) Task 202 – Data Gathering / Inventory
 - (a) The ENGINEER will upload the latest LiDAR survey. Data processing will be used to develop a survey base map for concept development. LiDAR survey will be used for the concept design.
 - (b) All survey control will be provided by the Iowa DOT.
 - (c) Roadway Field Review: One site visit by four (4) ENGINEER staff members to obtain site photos as needed to confirm and document existing conditions, existing land configuration, posted speed limits, traffic operations, access issues, and potential constraints.
- C) Phase 300 – Funding
 - 1) Not Included.
- D) Phase 400 – Preliminary Design
 - 1) Not Included.
- E) Phase 500 – Final Design and Plans
 - 1) Not Included
- F) Phase 590 – Land Acquisition
 - 1) Not Included.
- G) Phase 600 – Construction Administration
 - 1) Not Included.
- H) Phase 650 – Onsite Project Representative
 - 1) Not Included
- I) Phase 700 – Survey Services
 - 1) Not Included.
- J) Phase 800 – Project Closeout

- 1) Not Included
- K) Phase 850 – Project Management and Coordination
 - 1) Task 851 – Project Management and Coordination (assume 2 months)
 - (a) The ENGINEER will perform business and contract administration (assume 2 months).
 - (b) The ENGINEER will maintain documentation of pertinent correspondences made by email, memos, letters, telephone, etc.
 - (c) The ENGINEER will develop and maintain PROJECT schedule.
 - (d) The ENGINEER will provide up to two (2) monthly progress reporting and project invoices to the OWNER.
 - 2) Task 852 – Quality Control/Quality Assurance
 - (a) The ENGINEER will conduct internal review meetings.
 - (b) The ENGINEER will perform quality control reviews of all deliverables.
 - 3) Task 862 – Client Meetings
 - (a) The ENGINEER will prepare, attend, and develop meeting minutes for:
 - (i) Two (2) coordination and review meetings. These meeting may include City Staff, FHWA, Iowa DOT, and/or other stakeholders. It is assumed that two (2) staff will attend each meeting.
 - (ii) The ENGINEER will prepare agendas, meeting minutes, exhibits, and keep documentation of other communications. Questions, responses, and action items will be prepared and sent to the Iowa DOT and City for review. The ENGINEER will finalize and distribute the responses.
- L) Phase 900 Additional Services
 - 1) Not Included.

III) FEES:

The fees for Engineering Services shall be described below:

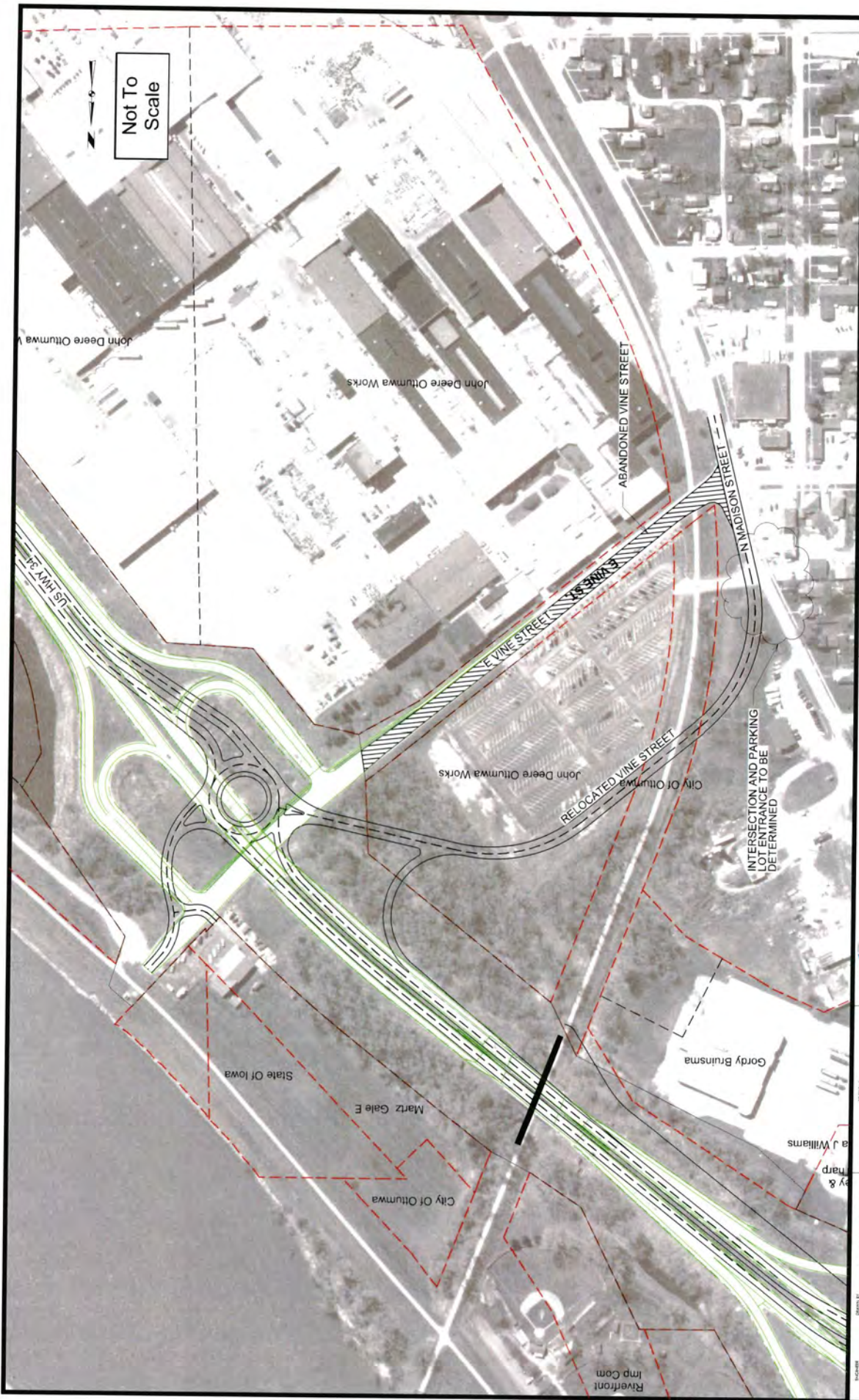
A) Basic Services:	
1) Phase 100 – Preliminary Planning and Reports	\$ 17,540.00
2) Phase 200 – Existing Conditions	\$ 1,680.00
3) Phase 300 – Funding	0.00
4) Phase 400 – Preliminary Design and Plans	0.00
5) Phase 500 – Final Design and Plans	\$ 0.00
6) Phase 590 – Land Acquisition	0.00
7) Phase 600 – Construction Administration	\$ 0.00
8) Phase 650 – Onsite Project Representative	\$ 0.00
9) Phase 700 – Survey Services	0.00
10) Phase 800 – Project Closeout	\$ 0.00
11) Phase 850 – Project Management and Coordination	\$ 8,600.00
12) Phase 900 – Additional Services	0.00
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Lump Sum Fee:	\$ 27,820.00

IV) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the ENGINEER upon written amendment to this agreement.

- A) Public Information Meetings.
- B) Topographic and Boundary Survey.

- C) Environmental and cultural reviews and assessments.
- D) Subsurface Utility Investigation Test Holes.
- E) Joint Utility Trench Design.
- F) Septic system reconstruction plans.
- G) Septic system reconstruction plans.
- H) Construction Staking, RPR, and Construction Administration Services.
- I) Street lighting design.
- J) Irrigation (lawn sprinkler) restoration plans or specifications.
- K) Media correspondences and public outreach planning documents.
- L) Boundary retracement of existing lots to set missing monuments.
- M) Preparation of Acquisition Plats and Legal Descriptions.
- N) Right-of-Way and Easement staking.
- O) Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process.
- P) Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste.
- Q) Grant Administration.
- R) Preparation of bidding or contract documents for alternate bid prices.
- S) Right-of-Way Services, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services.
- T) Record drawings.
- U) Material testing services.
- V) Other permits not indicated within this scope.
- W) Any permit and publication fees associated with permit applications.
- X) Project management and coordination tasks beyond that scheduled project completion period.
- Y) Special meetings and meetings not outlined in the Scope of Services.
- Z) Other services not specifically outlined in this Agreement.



RIVERFRONT IMP COM JWM DATE: 10/27/27	MARSHAL TOWN, IOWA MEC 258 * 19227 DATE: 10/27/27	MCLURE making lives better 1300 NW 121st Street Des Moines, IA 50315 515-964-2200 fax: 515-964-2370	US HWY 34 INTERCHANGE CONCEPTS CITY OF OTTUMWA, IOWA	EXHIBIT G RELOCATED VINE STREET ROUNDABOUT	10/27/27
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CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 15, 2022

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals

Department Head

Ply Rtr
City Administrator Approval

AGENDA TITLE: Resolution #68-2022. Approving the Iowa's Transportation Alternatives Program (TAP) Application for the Oxbow Lagoon Link Trail and authorizing the Mayor to sign the application.

****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 #68-2022.

DISCUSSION: This TAP Application is for funding for a project that will consist of a 5,260' PCC trail starting at the Greater Ottumwa Park, following the southern and eastern sides of the Oxbow Lagoon to the end of the existing trail. This project will link the park, existing trails around the park to the Milner Neighborhood Trail. The trail will create a safe route along the east edge of the Round-about and Wapello Street extension for the south western residential neighborhoods where currently only the roadway exists.

Federal grant funds are available annually to the Area 15 Regional Planning Affiliation members for use on transportation alternative improvement projects. This program can be up to 100% federal grant funds.

Wapello County Trails has committed \$38,000 as matching funds.

The project construction is estimated; \$712,717 Construction
\$ 57,017 Design
\$ 71,271 Contract Management & Observation
\$841,005 Project total

Funding In-Kind \$128,288
Wapello County Trails \$ 38,000
City of Ottumwa Cash \$ 20,000 Future CIP bond.
Tap Grant \$654,717

Source of Funds: TAP, Trails Group
Future CIP

Budgeted Item: No

Budget Amendment Needed: No

RESOLUTION #68-2022

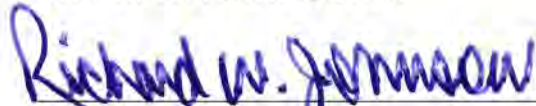
A RESOLUTION APPROVING THE IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) APPLICATION FOR THE OXBOW LAGOON LINK TRAIL AND AUTHORIZING THE MAYOR TO SIGN THE APPLICATION

- WHEREAS, The City Council of the City of Ottumwa, Iowa, is eligible to make an application for the Iowa's Transportation Alternatives Program (TAP); and,
- WHEREAS, The Iowa's Transportation Alternatives Program (TAP) funds up to 100% of a project; and
- WHEREAS, The Wapello County Trails Committee has committed to \$38,000 matching funds; and
- WHEREAS, The City of Ottumwa has authorized matching funds up to \$20,000 and in-kind service for design, contract management and construction observation.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Iowa's Transportation Alternatives Program (TAP) Application is hereby approved and the Mayor is authorized to sign the application.

APPROVED, PASSED, AND ADOPTED, this 15th day of March, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

**APPLICATION FORM FOR
IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS**

General information

Regional planning affiliation (RPA)
Metropolitan planning organization (MPO) Area 15 Regional Planning

Eligible sponsor/
applicant agency City of Ottumwa

Contact person
(name and title) Larry Seals-Public Works Director

Street address and/or
box number 105 E. 3rd Street

City Ottumwa State IA ZIP code 52501

Phone number 641-683-0680 Email sealsl@ottumwa.us

If more than one agency or organization is involved in this project, please state the name, contact person, mailing address, and telephone number of the second agency. (Attach an additional page if more than two agencies are involved.)

Applicant agency _____

Contact person
(name and title) Kim Hellige-Wapello County Trails President

Street address and/or
box number P.O. Box 121

City Ottumwa State IA ZIP code 52501

Phone number 641-226-2677 Email mkonbrook@gmail.com

Project information

Project title Oxbow Lagoon Link Trail

Project description (Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.)

This project will consist of a 5,260' PCC trail starting at the Greater Ottumwa Park, following the southern and eastern sides of the Oxbow Lagoon to the end of the existing trail. This project will link the park, existing trails around the park to the Milner Neighborhood Trail.

If this project includes construction of a trail, what is the length of the trail in miles? 0.99

If this project includes land acquisition, how many acres? _____

Safe Routes to School (SRTS) project (All information required by Attachment B must be included with this application.)

If a construction project, is this project located within 2 miles of a primary or middle school (grades K-8)? Yes No

Iowa Byways project

Is this project located within a designated scenic or historic byway corridor? Yes No

If yes, has the project been endorsed by the appropriate byway board? Yes No

Will this project be open to the public? Yes No

Do you intend to charge a fee to users? Yes No If yes, how much will the fee be and how will the revenue be used?

Estimated project costs

Provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a larger project.

Right of way acquisition cost _____ \$0.00

Preliminary design/engineering cost _____ \$57,695.80

Utility relocation cost _____ \$0.00

Construction engineering cost _____ \$72,119.75

Construction cost _____ \$721,197.50

Indirect cost (if applicable) _____

Noninfrastructure cost (SRTS only) _____

Other (please specify) _____

Total cost _____ \$851,013.05

Iowa's TAP program funding request _____

Applicant match (20 percent minimum) _____

	Applicant match source	Amount	Assured or anticipated (date anticipated)
1.	City of Ottumwa	\$20,000.00	plus \$129,815.00 in kind services
2.	Wapello County	\$25,530.00	anticipated
3.	Wapello County Trails	\$38,000.00	assured

Are any state funds involved in this project? Yes No

If yes, please explain the source and conditions.

Are any other federal funds involved in this project? Yes No

If yes, please explain the source and conditions. (Please note here if you have previously been awarded funding for this project from the Statewide TAP program or from a Local Project TAP program administered by an MPO or RPA.)

Estimated project development schedule

Design	Start date _____	Completion date	UPON AWARD
Land acquisition	Start date _____	Completion date	Aug 31, 2022
Construction	Start date Apr 1, 2025	Completion date	Nov 15, 2025
Noninfrastructure	Start date _____	Completion date	_____

Has any part of this project been started? Yes No

If yes, please explain.

Documentation and narrative information

The following documents and narratives must be submitted with this application. In the upper right corner of each document or narrative write the corresponding letter shown below.

- A. A **narrative** discussion of the project. Please **limit to five pages** in length. Your narrative should incorporate answers to the following questions.
1. What is the project? Provide a clear description of the concept of the proposed project, including such information as existing site conditions, trail length, number/acreage of parcels to be acquired, general construction activities planned, etc. For a nonconstruction project, provide a summary of the planned activities to be part of the project with a description of each. Remember to provide summary details of only the project scope that is the subject of the funding request. Do not provide details of completed or future phases of a project.
 2. Why is the project needed? Provide adequate project justification based on existing or estimated future use of the facility. If the project is a SRTS project, your discussion should address the existing hazards to walking or biking to school and how your project will mitigate these hazards.
 3. If your project is a trail or sidewalk project, how will it enhance connectivity to other existing transportation facilities or provide linkages with local amenities, activity nodes, or points of interest? This may include a description of how the project will assist older citizens, the economically disadvantaged, persons with disabilities, nondrivers, or other special populations or groups to access the transportation system.
 4. How does your project relate to the transportation system and what is its functional relationship, proximity, or impact to an existing or planned transportation facility? If this is a regional project, what is its value to your region and how will it be a functional addition to the transportation system and region as a whole if no additional development funds are received? If this is a statewide or multiregional project, assess the value of this project from a statewide or multiregional perspective.
 5. If this project is part of a larger multiphase project, how will your project complement the phases already completed or planned for the future? Keep in mind that the discussion of other completed or future phases of your project should not be the focus of your application or this narrative.
 6. How ready is your project to begin? For example, is all funding in place or are some initial steps completed (e.g., environmental studies, preliminary design)? If some parts of the project have already been started, describe how that head start will allow your project to move quickly once awarded.
 7. Are there environmentally sensitive or culturally significant areas that may be affected by your project? If so, how might those areas influence your project's ability to gain compliance with Section 106 or National Environmental Policy Act of 1969 requirements?
 8. To what degree will the proposed project fulfill the goals and/or priorities of the most recent MPO or RPA long-range transportation plan?
- B. A **detailed map** identifying the location of the project. The project scope should be clear and the map may also include other important information referred to in the narrative such as important transportation linkages, clearly marked completed or future project phases, etc. If the project is a SRTS project, the map shall indicate the K-8 school(s) to be served by the project, show a 2-mile radius of the school, identify neighborhoods served by the school, and hazards for children to walk or bike to school. More than one map may be submitted if the scope of the project is such that the desired detail is not feasible to be included on just one map. **Limit map sizes to no larger than 8.5-by-11-inches.**

- C. A **sketch plan** of the project, including cross section for bicycle or pedestrian facilities. If the cross section of your facility varies across the project (width, number of lanes, etc.) include a cross section for each situation and identify its location. (Required for construction projects only.)
- D. **Digital photographs (limit to five)** that will help to explain the existing site conditions of the proposed facility. It is not necessary to include photographs of all aspects or the entire route of a project. Photos submitted should be representative of the project as a whole or should support any particularly compelling or complex description included in the narrative provided in item A above.
- E. An **itemized breakdown** of the total project costs. This documentation does not need to be a detailed, line-item type estimate or formal engineer's opinion of probable cost. However, it must accomplish two objectives: 1) it must show the method by which the cost estimate was prepared; and 2) it must enable a reviewer to determine if the cost estimate is reasonable. The manner in which these objectives are achieved may vary widely depending on the type, scope, and complexity of the project. Absent a fully itemized list of costs, some general guidelines for possible methods of estimating each type of project cost are provided on Attachment A. The itemized breakdown should reflect costs in the planned project execution year estimated in your time schedule provided as part of item F below. It is preferable that this breakdown be provided by a licensed professional. If not, it is the responsibility of the applicant to explain the rationale and source of the assumptions used to develop the cost breakdown to allow a reviewer to have confidence in their accuracy.
- F. An estimated **time schedule** for the total project development. Local Project TAP program funded projects will be required to be programmed within the next four-year Transportation Improvement Program (TIP) window. Once programmed, a project funding agreement will be executed and projects will be required to submit a concept statement and initiate preliminary plans within the programmed year. Projects will be required to be let within two years of funds being available (programmed) to the project. Upon award and execution of a project funding agreement, projects that fail to make satisfactory progress may be terminated by the Iowa Department of Transportation.
- G. An **official endorsement** of the project from the authority to be responsible for the project's maintenance and operation. The authority must provide written assurance it will adequately maintain the completed project for its intended public use following project completion. For most construction projects, this will be a minimum of 20 years. The endorsement must also acknowledge the intent of the authority to provide the match funds required for the project. For cities, counties, or other political subdivisions, this should be in the form of a fully executed resolution by the elected body or board, as applicable.
- H. If applicable, a **letter of support** of the project from the scenic or heritage byway board. The board's letter should also address the project's relationship to the byway's intrinsic qualities, how the project will also have a statewide or multiregional impact, and whether the project is included in the byway's current corridor management plan.
- I. If applicable, the **items listed in Attachment B** shall be provided. If this project application is for a SRTS project, the applicant will complete and address the items provided in Attachment B, which are required only if the project is applying as a SRTS project. Failure to provide this information may result in the project not being considered as a SRTS project under the Statewide TAP program.
- J. A **narrative** discussing the public input process that was followed and the extent to which adjacent property owners and others have been informed of the proposed project and an assessment of their acceptance. As part of this narrative, also describe local and regional planning efforts related to the project, including whether it is listed in a long-range plan. Also include discussion of any partnerships among local organizations and stakeholders that this project may help to facilitate or how these entities or individuals have contributed to the development of the project concept or have committed financial or other support to the project.
- K. A **letter of support** from the Iowa DOT's district office if the project will include construction within Iowa DOT right of way.
- L. A completed **Minority Impact Statement**.

The award of Iowa's TAP program funds; any subsequent funding or letting of contracts for design, construction, reconstruction, improvement, or maintenance; or the furnishing of materials shall not involve direct or indirect interest, prohibited by Iowa Code 314.2, 362.5, or 331.342, of any state, county, or city official, elective or appointive. Any award of funding or any letting of a contract in violation of the foregoing provisions shall invalidate the award of funding and authorize a complete recovery of any funds previously disbursed.

Certification

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local authority. I understand that the attached **official endorsement(s)** binds the participating authority to assume responsibility for adequate maintenance of any new or improved facilities.

I understand that, although this information is sufficient to secure a commitment of funds, an executed contract between the applicant and the Iowa DOT is required prior to the authorization of funds.

Representing the City of Ottumwa

Larry Seals, Public Works Director

Typed name and title

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grants applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.
Describe the positive impact expected from this project.

Indicate which groups are impacted.

- Women Persons with a disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other _____

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.
Describe the negative impact expected from this project.

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation with representatives of the minority groups impacted.

Indicate which groups are impacted.

- Women Persons with a disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other _____

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

This project will not displace any residences or businesses, or effect any services.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name Larry Seals

Title Public Works Director

Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 7, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

REQUEST FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

ATTACHMENT A

Itemized breakdown of total project costs guidelines.

Construction costs

These may be based on historical averages for entire projects of similar size and scope. Examples include:

- Typical cost per mile of trail (e.g., \$XXX,XXX per mile for moderate terrain and limited number of structures).
- Typical cost per square foot of bridge deck.
- Typical cost per square foot of new or renovated building space.
- Typical cost per lineal foot of sidewalk.

Design/Inspection costs

These may be estimated based on the following typical percentages of construction costs, such as:

- 8 to 10 percent for preliminary up through final design and letting activities.
- 12 to 15 percent for construction inspection activities.

Right of way acquisition costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per square foot for permanent right of way.
- Typical cost per square foot for temporary easements.

Utility and railroad costs

These may be estimated based on:

- Impact and description of impact.
- Typical cost per linear foot of relocated or reconstructed facility (i.e., track, pipe, electrical lines).
- Typical cost per installation (i.e., railroad switches, utility poles, transformers, control boxes).

Indirect costs

If indirect costs are involved (e.g., wages):

- Estimated hours.
- Estimated hourly rate, salary.
- Estimated fringe, direct.
- Other direct cost estimate.
- Other indirect cost estimate.

REQUEST FOR IOWA'S TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FUNDS

ATTACHMENT B

For Safe Routes to School (SRTS) projects only.

1. Provide the following information about the affected school and student population. (To answer items f, g, h, and i below, use the data collection forms, tips, and instructions provided at <http://www.saferoutesinfo.org/data-central/data-collection-forms> to gather the necessary data. **Do not** send your survey forms with this application.)
 - a) School name
 - b) Grades of students at school
 - c) Number of students at school
 - d) Number of K-8 students at school
 - e) Distance eligibility for riding a bus (radius) in miles
 - f) Number of K-8 students who currently walk to school
 - g) Number of K-8 students who currently bicycle to school
 - h) Number of K-8 students currently driven to school
 - i) Number of K-8 students currently bused to school
 - j) Number of K-8 children eligible for busing
 - k) Number of K-8 students who attend this school and live within 2 miles of the school

2. A narrative discussing your plans for evaluating the success of the project. The SRTS program goal is to enable and encourage more children to walk and bicycle to school. How will you measure your success? What method will you use to determine whether more children are walking and bicycling to school? What are your specific user goals for this project? Your plans for measurement should minimally include using the student survey forms provided at <http://www.saferoutesinfo.org/data-central/data-collection-forms> to gather **before and after figures for the number of K-8 students who are:**
 - a) Walking to school.
 - b) Bicycling to school.
 - c) Driven to school.
 - d) Bused to school.

Oxbow Lagoon Link Trail

1. Project Description: This project will construct a recreational trail that links the Greater Ottumwa Park, the trails within the park, and the existing Oxbow Trail to the Milner Neighborhood Trail. The project will close a gap that exists between the recreational opportunities available in the park as well as the trails along the Des Moines River with the residential adjacent to the Milner Neighborhood Trail. It will also provide non-motorized access to businesses located on Richmond Avenue and Church Street located around the Oxbow Lagoon.

The Oxbow Lagoon Trail will be 5,260' long, starting at the Greater Ottumwa Park (located south of US 34 and Iowa 149), follow the southern and eastern sides of the Oxbow Lagoon and connecting to the existing trail located on the western side of the Church Street business district. This project will include reconstructing 400' of the existing trail behind Church Street where the bank of the lagoon has slumped off, 2,560' of new trail along the Oxbow and 2,700' of 8' trail within the ROW of Richmond Avenue and Church Street where it isn't possible to construct along the Oxbow. The trail along the Oxbow will be 10' and sections in Church and Richmond ROW will be 8', the trail will be constructed of 5" thick PCC on top of a 6" subgrade and will include detectable warning strips at crossings.

The project area around the Oxbow Lagoon includes a strip of green space consisting of trees and lower-level vegetation along the water. This is where the trail will be constructed whenever possible. Beyond this strip of green space is the commercial district along Richmond and Church. This district includes convenience stores and restaurants. Richmond Avenue is a two-lane minor collector that has a traffic volume of 9,300 vehicles per day. The road has a side walk running the entire length of the south side of the area, there is a gap in the sidewalk on the north side. Church Street is a three-lane minor collector with a TWTL that has a traffic volume of 7,300 vehicles per day. Within the business district Church St has sidewalks on both side of the street.

The Oxbow Link Trail will create a connection between the Milner Neighborhood Trail and the rest of the Ottumwa Trail System. It will allow residents of the south side to access the trail system or Greater Ottumwa Park without having to ride or walk on a street. The trail will close the gap on the north side of Richmond Avenue, so pedestrians do not have to cross the street. It will also provide non-motorized access to restaurants in the area.

The Milner Neighborhood Trail was completed last summer. Currently it is not connected to the rest of the Ottumwa Trail System. It is designed as a pathway to connect residential neighborhoods with activity areas including parks, schools, and the trail system. The Milner

Neighborhood Trail has a southern terminus at Mary Street and passes near three schools and the trail system. The Milner Neighborhood Trail has a southern terminus at Mary Street and passes near three schools, running through residential areas before reaching its northern terminus at Richmond Avenue. From the location of the Milner trail's northern terminus, it is approximately 2,011' from this location to the Greater Ottumwa Park or 2,718' to the end of the current trail west of the Oxbow. This project will close the gap between the Milner Neighborhood Trail, the Greater Ottumwa Park, trails within the park, and along the Des Moines River. It will create a link between residential areas in the southern part of Ottumwa to recreational opportunities close to the river.

The concept for the Oxbow Lagoon Link Trail was first identified in 2015 in the Riverfront Renaissance Master Plan. Since then, it has been included in four subsequent local and regional plans; Pathways to Healthy Neighborhoods: Ottumwa Bicycle and Pedestrian Plan (2017), Forward 2040:RPA 15 Long-Range transportation plan(2019), Our Ottumwa:2040 Comprehensive Plan (2020), and the RPA 2021 Regional Trails Plan (Draft 2020).

The Riverfront Renaissance Master Plan was developed to create a vision for the future of Ottumwa's riverfront, its most visible and important natural resource. Page twelve of the plan discusses the Oxbow and identifies it as a feature where people can get close to the water safely. The document notes that there is a trail along the northwest edge of the Oxbow and recommends continued development around the exterior of the lagoon, which would take advantage of the natural features of the area and provide connectivity to nearby neighborhoods and businesses.

Ottumwa's Bicycle and Pedestrian plan was designed to create pathways to link neighborhoods to outdoor activity areas including the park, school, or existing trails. The plan's goal is to encourage residents to walk, run or bike from their neighborhood to an activity by having a safe facility and create a healthy community. This Plan includes the Oxbow Lagoon Trail, as a priority 1 corridor, meaning that it serves as part of the primary route or "backbone", that other corridors would connect to. This plan is incorporated into the RPA 15 Long Range Transportation Plan and City of Ottumwa's Comprehensive Plan.

Forward 2040: the RPA 15 Long-Range Transportation Plan serves to examine the region's existing transportation system, explore its transportation needs, and guide project selection by the planning affiliation. Page 108 lists future improvements for Wapello County and Ottumwa identifies implementation of the Ottumwa Bicycle and Pedestrian Plan, this plan is included in the LRTP 183-186. The Oxbow Lagoon Link is also consistent with the priorities and strategies that have been identified for improving trails in the LRTP on pages 113-14, specifically by improving access to trails through creating links from existing facilities to neighborhoods without trail connectivity.

Our Ottumwa: 2040 Comprehensive Plan provides an analysis of existing conditions within the city and serves as a guidebook for future growth, it assists the City of Ottumwa with decision

making on land use, natural resources, and infrastructure. Pages 53-54 incorporate the bicycle and pedestrian plan and include the Oxbow Lagoon Link Trail from the bike/ped plan linking the existing trails and the Milner Neighborhood Trail. This project is consistent with quality of life goal #2 of the plan as shown on page 176, specifically action item **e)** implement the bike/ped plan to expand the trail system in natural areas and **f)** complete improvement and expansion along priority corridors to improve accessibility to the system.

The Regional Trails Plan provides an overview of existing and proposed trails within the region, and identifies goals for future investment by planning affiliation. This draft plan includes: projects that have been completed, modified, and new projects since the LRTP in 2019 and the previous trails plan in 2016. Future improvements for Wapello County and Ottumwa are identified on page 36, this includes “constructing the Oxbow Trail from Ferry Street and the Greater Ottumwa Park around the outside of the Oxbow Lagoon to Church Street”. Bicycle and Pedestrian plan maps, included on pages 40-43, have been updated to include completed and soon to be completed corridor segments, and the addition or modification of projects. The Oxbow Lagoon Link Trail is now shown to start at the southern tip of Greater Ottumwa Park and follow the outside bank of the Oxbow Lagoon around to the end of the existing trail.

Filling the gap between the Milner trail and the Ottumwa Park with this project is consistent with the direction of the Iowa Bicycle and Pedestrian Plan (2018). The Oxbow Lagoon Link aligns with the goals outlined in Chapter 2, specifically to “develop infrastructure to create an interconnected network of on-road bikeways, sidewalks, multi-use trails and end-of-trip facilities that use the appropriate facility type to connect people to where they want to go” and to connect discontinuous sections.

The City of Ottumwa is committed to maintaining the Oxbow Lagoon Link Trail for the public good. The city’s parks department perform mowing and clearing of vegetation while the engineering department is responsible for contractual repairs of the trail system around Ottumwa. Many repairs that may be needed can be performed in-house by the street department’s crews, larger items are contracted out. Funding for regular maintenance items is included in the departmental budget, for repairs the city uses its road use or CIP funds. The Wapello County Trails Council also fund raises and assists the city with minor repairs. City crews can replace or repair PCC sections as needed. Large HMA repairs if needed are contracted out.

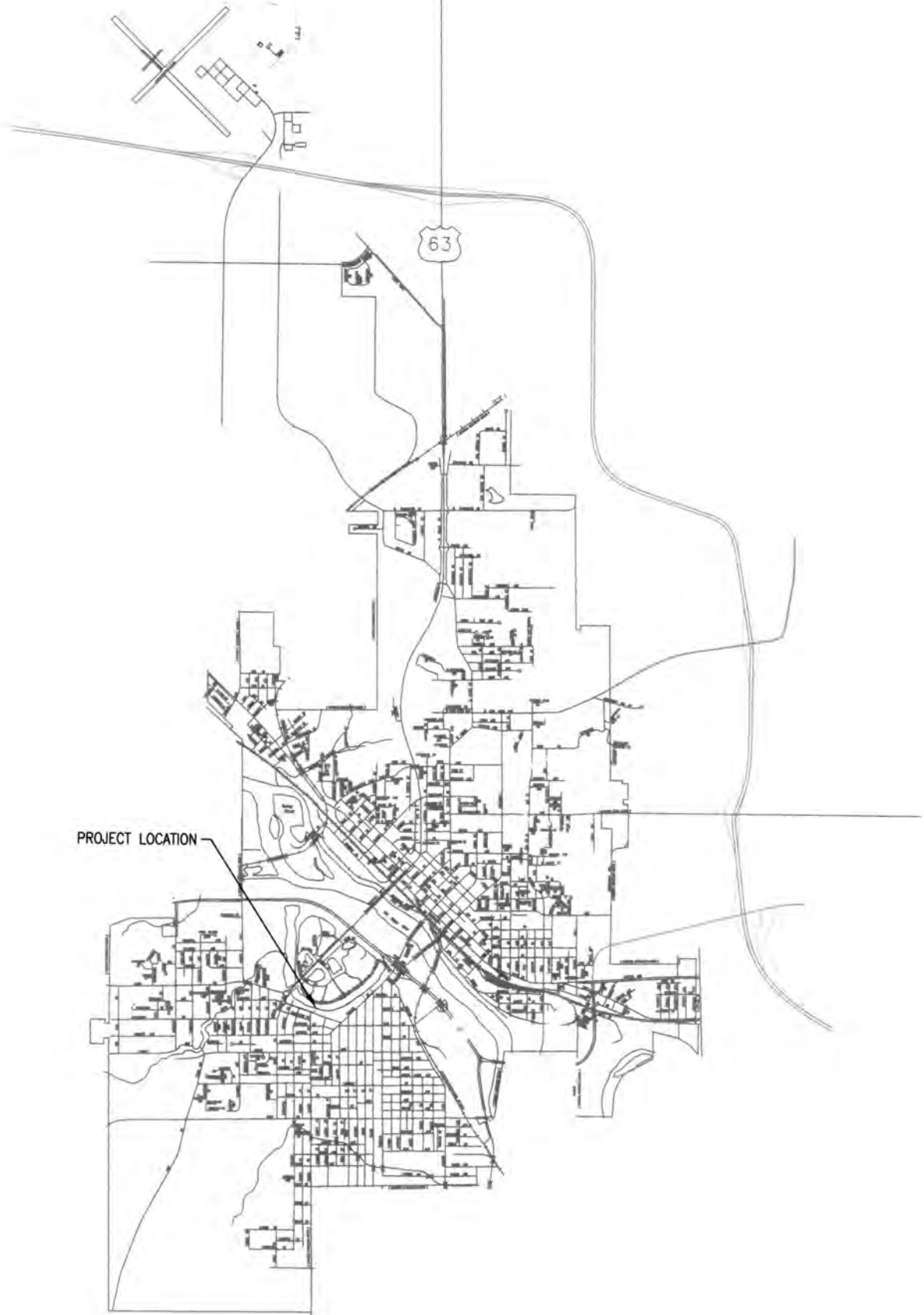
The idea for the Oxbow Lagoon Link Trail started to develop with the Wapello County Trails Council approximately seven years ago. There were trails inside Greater Ottumwa Park and a partial section of trail along the east side of the Oxbow. The organization believed that the park was important gathering place in the community offering a variety of passive and active outdoor recreation activities and having trails on both sides of the Oxbow would be a valuable amenity. This idea has been refined and included in five planning documents since inception, following each document’s public involvement process, a summary of the major points follows.

The concept for this project was included in the Riverfront Renaissance Master Plan as a recommendation for the Oxbow area. Development of the Riverfront Renaissance plan was guided by a steering committee that included local officials, residents, business, and property owners who acted as representatives of the community and met monthly to discuss the plan. This document was adopted in 2015.

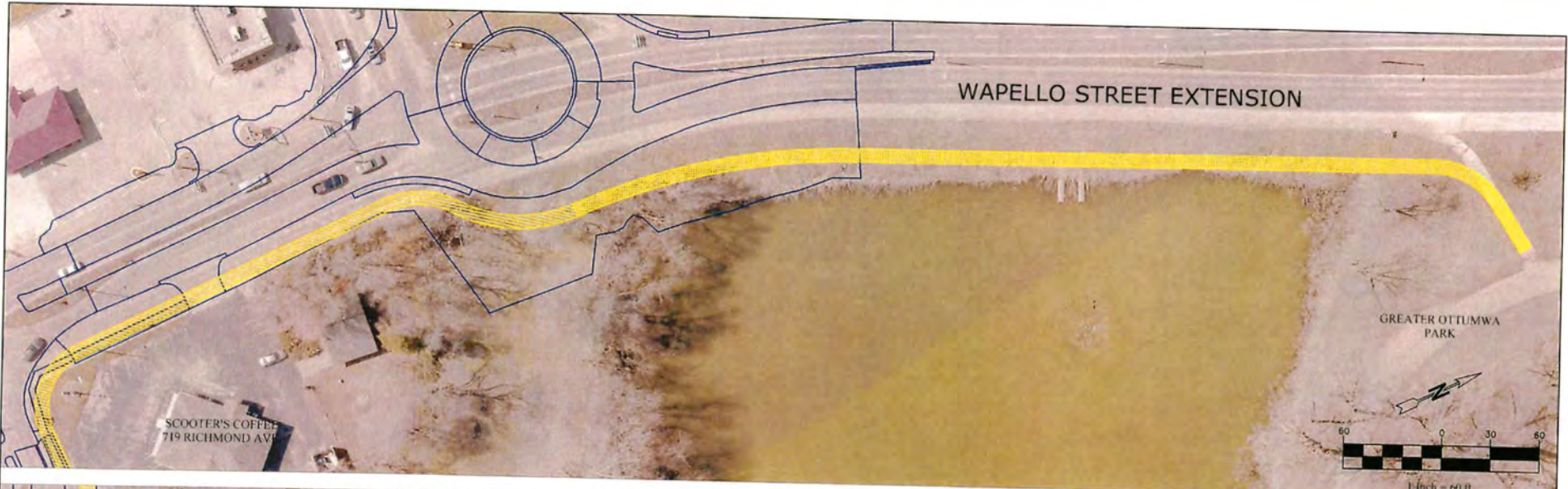
Following the Riverfront Master Plan, the Oxbow Lagoon Link Trail was included in Ottumwa's Bicycle and Pedestrian Plan and designated a priority 1 corridor. This document was developed through consultations between the City of Ottumwa and the Wapello County Trails Council. A presentation to the Ottumwa City Council on the plan received significant local news coverage, with coverage in the newspaper and on the local tv news. The trails plan was adopted in 2017 and incorporated into subsequent local and regional planning documents.

The bicycle and pedestrian plan was incorporated into Our Ottumwa: 2040 Comprehensive Plan, this included the Oxbow Lagoon Link. To reach the widest range of residents, the City developed a communication plan to guide the citizen involvement and provide a variety of engagement opportunities. A website was created and maintained during the process to provide information about the plan, publicize meetings, and a source of public input via the comment section. An advisory committee, consisting of representatives from the city, local organizations and interest groups met regularly and provided feedback. A public workshop was held to provide an overview and offer interactive visual, priority and mapping exercises for attendees. Public input was also gathered through a community survey that asked residents thirty-five questions about life in Ottumwa.

Along Church Street there are ten property owners, and three along Richmond Avenue that will be adjacent to the trail. Over the last year contact has been made with all ten of the property owners along Church Street, and the project has been discussed. Ninety percent of the property owners have indicated a willingness to sign an easement. Reasons given by property for support of project: bring in visitors to business and support business, connect church with community and can be used for activities, make the space behind properties more visible and reduce vandalism. Easements with legal descriptions have been developed for all the properties and will be obtained by July 2021.



PROJECT LOCATION



	ENGINEERING DEPARTMENT 100 E. 3rd St. Ottumwa, IA 52501 ph. 641-683-5900 fax. 641-683-5882	Scale: 1"=60' Date: APR-2021	Drawn by: S. McCarty Approved by:	PROJECT NAME LAGOON TRAIL CONCEPT	SHEET NO. 1



O! OTTUMWA ENGINEERING DEPARTMENT
105 E. 3rd St.
Ottumwa, IA 52501
ph: 641-883-5960
fax: 641-883-0532

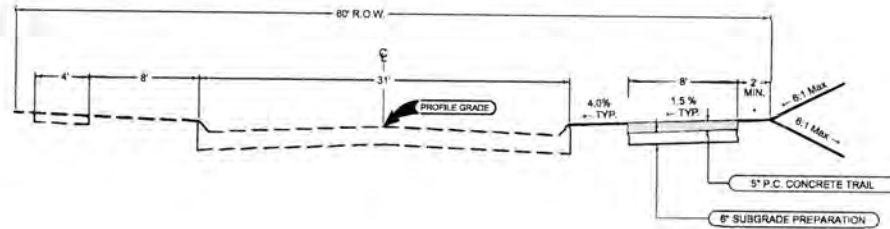
Scale: 1" = 60'
Date: APR-2021
Drawn by: S. McCarty
Approved by:

PROJECT NAME
LAGOON TRAIL CONCEPT

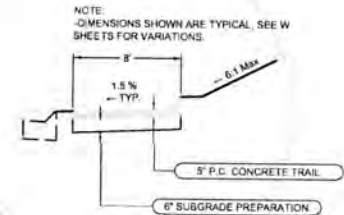
SHEET NO.
2



	ENGINEERING DEPARTMENT 105 E. 3rd St. Ottumwa, IA 52501 ph 641-683-0680 fax 641-683-0932	Scale: 1"=60' Date: APR-2021	Drawn by: S. McCarty Approved by:	PROJECT NAME LAGOON TRAIL CONCEPT	SHEET NO. 3



Street Typical Section
Not To Scale

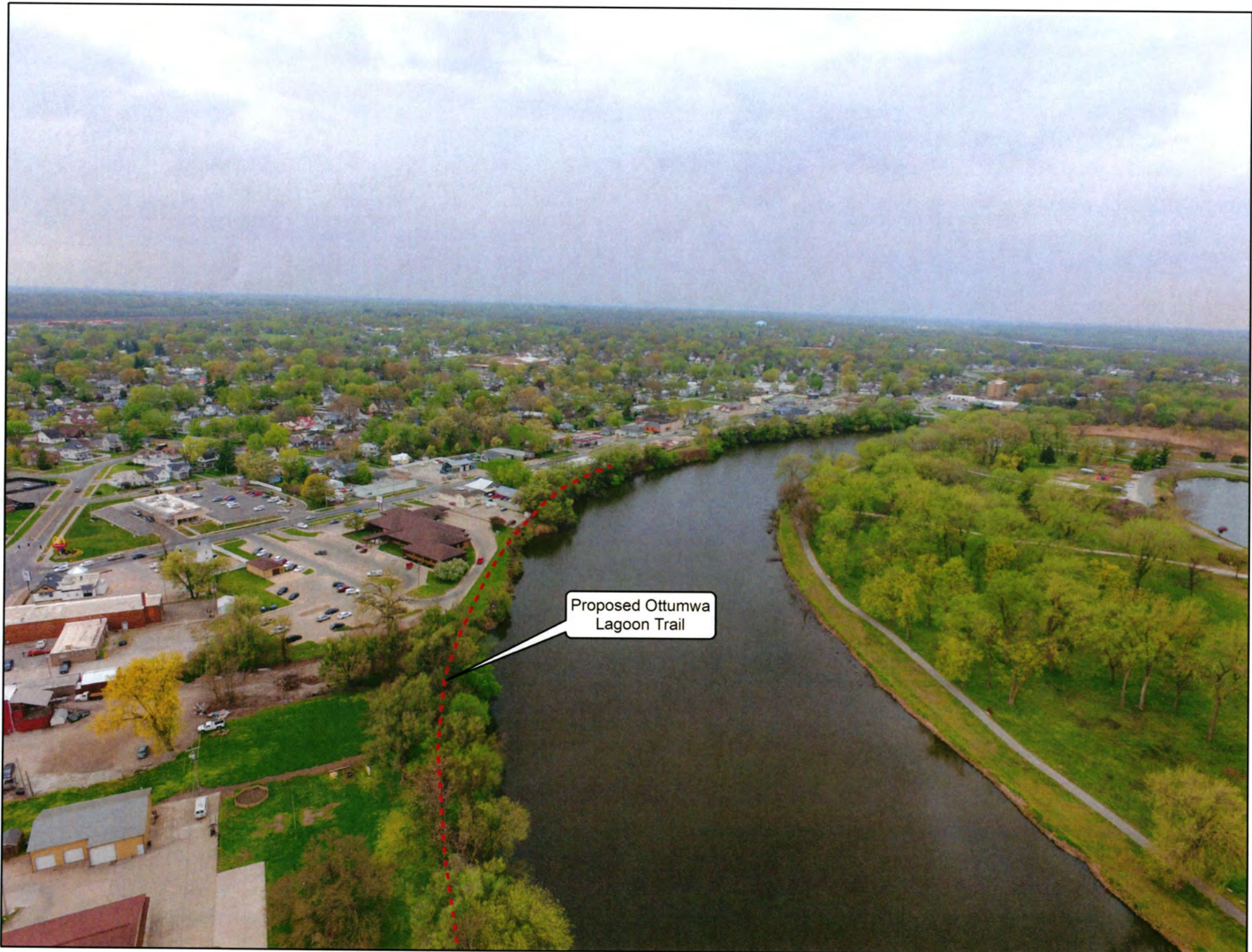


Trail Typical Section
With 6" Curb
Sta. 18+40.33 - 19+13.57
Sta. 19+80.00 - 21+60.00
Not To Scale



Existing Trail

Proposed Ottumwa
Lagoon Trail



Proposed Ottumwa
Lagoon Trail



Milner Street
Trail Connection

Proposed Ottumwa
Lagoon Trail

ESTIMATE- Lagoon Trail 8'- 10' Multiuse					
Updated by SM on 2-23-2022					
		Cost Estimate			
ITEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION
1	REMOVAL OF SIDEWALK	SY	325	\$15.00	\$4,875.00
2	CLASS 10 EXCAVATION	CY	2850	\$30.00	\$85,500.00
3	REMOVAL OF PAVED DRIVEWAY	SY	1950	\$15.00	\$29,250.00
4	DRIVEWAY, P.C. CONCRETE, 6 IN	SY	1250	\$58.00	\$72,500.00
5	PAVEMENT, P.C. CONCRETE	SY	5250	\$65.00	\$341,250.00
6	CURB & GUTTER REMOVAL	LF	25	\$20.00	\$500.00
7	CURB & GUTTER REPLACEMENT, 2.5'	LF	25	\$48.00	\$1,200.00
8	DETECTABLE WARNINGS	SF	64	\$45.00	\$2,880.00
9	INTAKE ADJUSTMENT	EA	2	\$1,750.00	\$3,500.00
10	TOPSOIL, STRIP SALVAGE AND SPREAD	CY	750	\$50.00	\$37,500.00
11	SEEDING & FERTILIZING & MULCHING	AC	1	\$10,000.00	\$10,000.00
12	CLEARING & GRUBBING	LS	1	\$7,500.00	\$7,500.00
13	CHAINLINK FENCE INCLUDING 6 GATES	LF	2100	\$35.00	\$73,500.00
14	TRAFFIC CONTROL	LS	1	\$10,000.00	\$10,000.00
15	MOBILIZATION	LS	1	\$20,000.00	\$20,000.00
16	SILT FENCE	LF	675	\$7.50	\$5,062.50
17	REMOVAL OF SILT FENCE	LF	675	\$4.00	\$2,700.00
18	CONSTRUCTION SURVEY	LS	1	\$5,000.00	\$5,000.00
CONSTRUCTION TOTAL					\$712,717.50
8% Design					\$57,017.40
10 % Contract management & observation					\$71,271.75
PROJECT TOTAL					\$841,006.65

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 15, 2022

Alicia Bankson

Prepared By

Engineering
Department

Darryl Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #69-2022. Awarding the contract for the Blake's Branch Sewer Separation – Phase 8, East of Iowa Avenue 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 #69-2022.

DISCUSSION: This project consist of five smaller subsystems that completes the removal of intakes from the existing sanitary sewer system. The first segment extents the Phase VIII Div. 1 storm line east on Roemer Ave to Adams and an area on Old Main Street. A new sanitary and storm system will be installed from Barton's Branch Creek west on Second Street to Foster. This system allows the removal of existing sanitary laterals from the storm system. Two additional systems will be installed on Van Buren Ave between Main and Fourth Street. The last storm system is on Mable Street.

These systems will allow us to change the Orchard Street Pump station to storm only operation.

Plans for the project are posted on the City's website, submitted to Master Builders of Iowa and Iowa League of Cities for publication with their Construction Update plan services, and available for pick up in the Engineering Office. An announcement was published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on March 9, 2022 at 2:00 p.m. One (1) bid was received. The low bidder is Langman Construction of Rock Island, Illinois in the amount of \$3,143,755.00.

Bid Tab and Plan Holders List are attached.

Budgeted amount: \$3,000,000
Current construction estimate is: \$2,650,000

Source of Funds: CIP \$2,000,000 Balance RU Budgeted Item: Yes Budget Amendment Needed: No

RESOLUTION #69-2022

A RESOLUTION AWARDING THE CONTRACT FOR THE
BLAKE'S BRANCH SEWER SEPARATION – PHASE 8, EAST OF IOWA AVENUE PROJECT

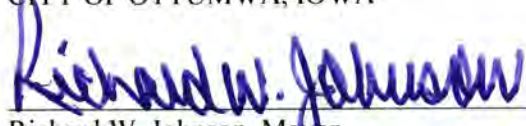
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, Bids were received, proper, and mathematically correct.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Langman Construction of Rock Island, Illinois in the amount of \$3,143,755.00.

APPROVED, PASSED, AND ADOPTED, this 15th day of March, 2022.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk





VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

March 14, 2022

Larry Seals
Public Works Director
City of Ottumwa
Attn: Engineering Dept.
105 E. Third Street
Ottumwa, Iowa 52501

OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 1
EAST OF IOWA SEWER SEPARATION
RECOMMENDATION TO AWARD CONTRACT

The City of Ottumwa received bids until 2:00 P.M. on Wednesday, March 9, 2022 for the Blake's Branch Sewer Separation, Phase 8, Division 1 East of Iowa Sewer Separation project. The City received one bid:

Contractor	Total Bid
Langman Construction, Inc.	\$3,143,755.00

The apparent low bid was submitted by Langman Construction, Inc. of Rock Island, Illinois in the amount of \$3,143,755.00.

The engineer's estimate of cost for construction of the project was \$2,600,000. The low bid was approximately 20% over the engineer's estimate of construction cost.

There are a number of factors that appear to contribute to the higher costs for the project as compared to recent bidding history for similar type of work. The utility contractors that would typically show interest in this type of work are all extremely busy. Material costs and fuel costs are currently much higher than normal, and the availability of materials are creating issues with meeting project schedules. As a result, we are seeing costs for public utility infrastructure projects as much as 20-30% higher than what recent bid history for similar projects would indicate.

Larry Seals
March 14, 2022
Page 2

After review of the bid received, Veenstra & Kimm, Inc. would recommend the City of Ottumwa award the contract for Blake's Branch Sewer Separation, Phase 8, Division 1, East of Iowa Sewer Separation project to Langman Construction, Inc. based on their total bid amount of \$3,143,755.00.

A copy of our bid tabulation is enclosed.

If you have any questions or comments, please contact us at 800-241-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in cursive script that reads "Randy M. Johnson".

Randy M. Johnson, P.E.

40984
Enclosure

**BID TABULATION
OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 1**

1. Construct Blake's Branch Sewer Separation, Phase 8, Division 1 East of Iowa Avenue Sewer Separation and associated work for the following unit and lump sum prices:				Langman Construction, Inc. 220 34th Avenue Rock Island, IL 61201	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1.	Mobilization	LS	1	\$ 488,000.00	488,000.00
2.	Traffic Control	LS	1	20,000.00	20,000.00
3.	Construction Staking	LS	1	16,000.00	16,000.00
4.	Trench Compaction Testing	LS	1	15,000.00	15,000.00
5.	Pavement Samples & Testing	LS	1	5,000.00	5,000.00
6.	Clearing and Grubbing	LS	1	30,000.00	30,000.00
7.	Off-site Topsoil	CY	450	40.00	18,000.00
8.	Off-Site Borrow Material	CY	1,800	16.00	28,800.00
9.	Class 10 Excavation	CY	390	16.00	6,240.00
10.	Stabilization Material	Tons	200	30.00	6,000.00
11.	Granular Surfacing, 6"	Tons	300	30.00	9,000.00
12.	Pavement Removal	SY	4,730	10.00	47,300.00
13.	Subgrade Preparation	SY	4,095	3.00	12,285.00
14.	Pavement, PCC, 8" Integral Curb	SY	3,550	65.00	230,750.00
15.	Pavement, PCC, 7"	SY	620	64.00	39,680.00
16.	Sidewalks and Driveways Removal/Disposition	SY	940	10.00	9,400.00
17.	PCC Driveway, 6", Type B	SY	350	64.00	22,400.00
18.	Sidewalk, PCC, 4"	SY	740	58.00	42,920.00
19.	Detectable Warning Panel	SF	168	53.00	8,904.00
20.	Curb and Gutter, Removal and Replacement, PCC, 8"	LF	1,890	50.00	94,500.00
21.	Full Depth Patch, PCC, 8"	SY	1,875	91.00	170,625.00
22.	Pipe Removal, 12" - 36"	LF	1,050	10.00	10,500.00
23.	Pipe, Abandonment, Fill and Plug	CY	35	200.00	7,000.00
24.	Abandonment of Existing Manhole	EA	1	700.00	700.00
25.	Remove Manhole	EA	19	1,000.00	19,000.00
26.	Remove Intake Structure	EA	42	1,000.00	42,000.00
					47,750.00
27.	Storm Sewer, 12" Class 5 RCP, Trenched	LF	366	125.00	45,750.00
28.	Storm Sewer, 15" Class 5 RCP, Trenched	LF	2,310	130.00	300,300.00
29.	Storm Sewer, 18" Class 5 RCP, Trenched	LF	1,316	154.00	202,664.00
30.	Storm Sewer, 24" Class 4 RCP, Trenched	LF	766	200.00	153,200.00
31.	Storm Sewer, 36" Class 3 RCP, Trenched	LF	195	267.00	52,065.00
32.	Pipe Culverts, 12" CMP, Trenched	LF	35	65.00	2,275.00
33.	12" CMP Flared End Section	EA	2	200.00	400.00
34.	24" Flared End Section w/Apron Guard and Footing	EA	1	3,700.00	3,700.00
35.	36" Flared End Section w/Apron Guard and Footing	EA	1	4,400.00	4,400.00
36.	Storm Sewer Manhole SW-401, 48" Dia.	EA	8	5,800.00	46,400.00
37.	Storm Sewer Manhole SW-401, 72" Dia.	EA	5	11,300.00	56,500.00
38.	Storm Sewer Manhole, SW-406, 48" x 48" I.D.	EA	1	5,700.00	5,700.00
39.	Storm Sewer Intake, SW-501	EA	11	4,800.00	52,800.00
40.	Storm Sewer Intake, SW-503	EA	6	9,300.00	55,800.00
41.	Storm Sewer Intake, SW-505	EA	8	8,100.00	64,800.00
42.	Storm Sewer Intake, SW-506	EA	7	12,700.00	88,900.00
43.	Storm Sewer Intake, SW-511, 36" x 36" I.D.	EA	2	6,700.00	13,400.00
44.	Storm Sewer Intake, SW-512, 18" Dia.	EA	2	2,200.00	4,400.00
45.	Storm Sewer Intake, SW-513 36" x 36" I.D.	EA	8	6,800.00	54,400.00
46.	Storm Sewer Intake, Adjustment, Minor	EA	2	1,600.00	3,200.00
47.	Sanitary Sewer Gravity Main, 8", Trenched	LF	1,046	157.00	164,222.00
48.	Sanitary Sewer Gravity Main, 12", Trenched	LF	126	190.00	23,940.00
49.	Sanitary Sewer Gravity Main, 18", Trenched	LF	15	355.00	5,325.00
50.	Sanitary Sewer Service Stub, 6" Trenched	LF	200	60.00	12,000.00
51.	Sanitary Sewer Service Stub, 6" Trenchless	LF	450	80.00	36,000.00
52.	Sanitary Sewer, Connection	EA	13	500.00	6,500.00
53.	Sanitary Sewer Manhole, Type SW-301, 48" Dia.	EA	17	8,800.00	149,600.00
54.	Sanitary Sewer Manhole, Type SW-303, 48" Dia.	EA	3	8,800.00	26,400.00
55.	Sanitary Sewer, Connect to Existing Manhole	EA	1	1,900.00	1,900.00

**BID TABULATION
OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 1**

1. Construct Blake's Branch Sewer Separation, Phase 8, Division 1 East of Iowa Avenue Sewer Separation and associated work for the following unit and lump sum prices:				Langman Construction, Inc. 220 34th Avenue Rock Island, IL 61201	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
56.	Chain Link Fence Removal and Replacement	LF	100	40.00	4,000.00
57.	Seeding, Fertilizing, and Mulching, Type 1	LS	1	17,500.00	17,500.00
58.	Silt Fence, Install and Removal	LF	3,000	1.75	5,250.00
59.	Filter Socks, 8", Install and Removal	LF	3,000	3.00	9,000.00
60.	Erosion Control Mulching, Hydromulching	ACRE	3	2,500.00	7,500.00
61.	Rip Rap, Class E Revetment Stone	TON	130	65.00	8,450.00
62.	Erosion Stone	TON	80	70.00	5,600.00
63.	Temporary Roll Erosion Control (RECP)	SY	5,000	2.25	11,250.00
64.	Stormwater Pollution Prevention Pan (SWPPP) Preparation	LS	1	1,500.00	1,500.00
65.	Stormwater Pollution Prevention Pan (SWPPP) Management	LS	1	4,000.00	4,000.00
66.	Modified Subbase, 6"	SY	4,095	8.00	32,760.00
TOTAL BID ITEMS (Items 1 - 65)				\$3,143,755.00	

I hereby certify that this is a true tabulation of
bids received on March 9, 2022 by the City
of Ottumwa, Iowa.



Randy M. Johnson

Randy M. Johnson, P.E.
Iowa License No. 22407
My license renewal date is December 31, 2023

BID TABULATION FOR

Phase VIII Blakes Branch Division 1 East of Iowa

3/9/2022

ITEM	DESCRIPTION	UNIT	QTY	CONSTRUCTION ESTIMATE		LANGMAN CONSTRUCTION	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	MOBILIZATION	LS	1	\$ 250,000.00	\$250,000.00	\$ 488,000.00	\$488,000.00
2	TRAFFIC CONTROL	LS	1	\$ 20,000.00	\$20,000.00	\$ 20,000.00	\$20,000.00
3	CONSTRUCTION STAKING	LS	1	\$ 15,000.00	\$15,000.00	\$ 16,000.00	\$16,000.00
4	TRENCH COMPACTION TESTING	LS	1	\$ 7,500.00	\$7,500.00	\$ 15,000.00	\$15,000.00
5	PAVEMENT SAMPLES & TESTING	LS	1	\$ 7,500.00	\$7,500.00	\$ 5,000.00	\$5,000.00
6	CLEARING AND GRUBBING	LS	1	\$ 15,000.00	\$15,000.00	\$ 30,000.00	\$30,000.00
7	OFF-SITE TOPSOIL	CY	450	\$ 40.00	\$18,000.00	\$ 40.00	\$18,000.00
8	OFF-SITE BORROW MATERIAL	CY	1800	\$ 35.00	\$63,000.00	\$ 16.00	\$28,800.00
9	CLASS 10 EXCAVATION	CY	390	\$ 15.00	\$5,850.00	\$ 16.00	\$6,240.00
10	STABILIZATION MATERIAL	TN	200	\$ 40.00	\$8,000.00	\$ 30.00	\$6,000.00
11	GRANULAR SURFACING, 6"	TN	300	\$ 45.00	\$13,500.00	\$ 30.00	\$9,000.00
12	PAVEMENT REMOVAL	SY	4730	\$ 12.00	\$56,760.00	\$ 10.00	\$47,300.00
13	SUBGRADE PREPARATION	SY	4095	\$ 10.00	\$40,950.00	\$ 3.00	\$12,285.00
14	PAVEMENT, PCC, 8" INTEGRAL CURB	SY	3550	\$ 70.00	\$248,500.00	\$ 65.00	\$230,750.00
15	PAVEMENT, PCC, 7"	SY	620	\$ 70.00	\$43,400.00	\$ 64.00	\$39,680.00
16	SIDEWALKS AND DRIVEWAYS REMOVAL/DISPOSITION	SY	940	\$ 15.00	\$14,100.00	\$ 10.00	\$9,400.00
17	PCC DRIVEWAY, 6", TYPE B	SY	350	\$ 70.00	\$24,500.00	\$ 64.00	\$22,400.00
18	SIDEWALK, PCC, 4"	SY	740	\$ 60.00	\$44,400.00	\$ 58.00	\$42,920.00
19	DETECTABLE WARNING PANELS	SF	168	\$ 55.00	\$9,240.00	\$ 53.00	\$8,904.00
20	CURB AND GUTTER, REMOVAL AND REPLACEMENT, PCC 8"	LF	1890	\$ 60.00	\$113,400.00	\$ 50.00	\$94,500.00
21	FULL DEPTH PATCH, PCC, 8"	SY	1875	\$ 120.00	\$225,000.00	\$ 91.00	\$170,625.00
22	PIPE REMOVAL, 12" -36"	LF	1050	\$ 25.00	\$26,250.00	\$ 10.00	\$10,500.00
23	PIPE, ABANDONMENT, FILL AND PLUG	CY	35	\$ 200.00	\$7,000.00	\$ 200.00	\$7,000.00
24	ABANDONMENT OF EXISTING MANHOLE	EA	1	\$ 2,500.00	\$2,500.00	\$ 700.00	\$700.00
25	REMOVE MANHOLE	EA	19	\$ 900.00	\$17,100.00	\$ 1,000.00	\$19,000.00
26	REMOVE INTAKE STRUCTURE	EA	42	\$ 750.00	\$31,500.00	\$ 1,000.00	\$42,000.00
27	STORM SEWER, 12" CLASS 5 RCP, TRENCHED	LF	366	\$ 75.00	\$27,450.00	\$ 125.00	\$45,750.00
28	STORM SEWER, 15" CLASS 5 RCP, TRENCHED	LF	2310	\$ 95.00	\$219,450.00	\$ 130.00	\$300,300.00
29	STORM SEWER, 18" CLASS 5 RCP, TRENCHED	LF	1316	\$ 110.00	\$144,760.00	\$ 154.00	\$202,664.00
30	STORM SEWER, 24" CLASS 4 RCP, TRENCHED	LF	766	\$ 125.00	\$95,750.00	\$ 200.00	\$153,200.00
31	STORM SEWER, 36" CLASS 3 RCP, TRENCHED	LF	195	\$ 180.00	\$35,100.00	\$ 267.00	\$52,065.00
32	PIPE CULVERTS, 12" CMP, TRENCHED	LF	35	\$ 60.00	\$2,100.00	\$ 65.00	\$2,275.00
33	12" CMP FLARED END SECTION	EA	2	\$ 350.00	\$700.00	\$ 200.00	\$400.00
34	24" FLARED END SECTION W/APRON GUARD AND FOOTING	EA	1	\$ 4,500.00	\$4,500.00	\$ 3,700.00	\$3,700.00
35	36" FLARED END SECTION W/APRON GUARD AND FOOTING	EA	1	\$ 5,000.00	\$5,000.00	\$ 4,400.00	\$4,400.00
36	STORM SEWER MANHOLE, SW-401, 48"	EA	8	\$ 5,000.00	\$40,000.00	\$ 5,800.00	\$46,400.00
37	STORM SEWER MANHOLE, SW-401, 72"	EA	5	\$ 8,000.00	\$40,000.00	\$ 11,300.00	\$56,500.00
38	STORM SEWER MANHOLE, SW-406, 48" X 48" I.D.	EA	1	\$ 5,000.00	\$5,000.00	\$ 5,700.00	\$5,700.00
39	STORM SEWER INTAKE, SW-501	EA	11	\$ 3,500.00	\$38,500.00	\$ 4,800.00	\$52,800.00
40	STORM SEWER INTAKE, SW-503	EA	6	\$ 5,500.00	\$33,000.00	\$ 9,300.00	\$55,800.00
41	STORM SEWER INTAKE, SW-505	EA	8	\$ 5,000.00	\$40,000.00	\$ 8,100.00	\$64,800.00
42	STORM SEWER INTAKE, SW-506	EA	7	\$ 7,500.00	\$52,500.00	\$ 12,700.00	\$88,900.00
43	STORM SEWER INTAKE, SW-511, 36" C 36" ID	EA	2	\$ 3,500.00	\$7,000.00	\$ 6,700.00	\$13,400.00
44	STORM SEWER INTAKE, SW-512, 18" DIA	EA	2	\$ 2,000.00	\$4,000.00	\$ 2,200.00	\$4,400.00
45	STORM SEWER INTAKE, SW-513 36" X 36" I.D.	EA	8	\$ 4,000.00	\$32,000.00	\$ 8,800.00	\$54,400.00
46	STORM SEWER INTAKE, ADJUSTMENT MINOR	EA	2	\$ 1,500.00	\$3,000.00	\$ 1,600.00	\$3,200.00
47	SANITARY SEWER GRAVITY MAIN, 8" TRENCHED	LF	1046	\$ 95.00	\$99,370.00	\$ 157.00	\$164,222.00
48	SANITARY SEWER GRAVITY MAIN, 12" TRENCHED	LF	126	\$ 100.00	\$12,600.00	\$ 190.00	\$23,940.00
49	SANITARY SEWER GRAVITY MAIN, 18" TRENCHED	LF	15	\$ 150.00	\$2,250.00	\$ 355.00	\$5,325.00
50	SANITARY SEWER SERVICE STUB, 6" TRENCHED	LF	200	\$ 60.00	\$12,000.00	\$ 60.00	\$12,000.00
51	SANITARY SEWER SERVICE STUB, 6" TRENCHLESS	LF	450	\$ 100.00	\$45,000.00	\$ 80.00	\$36,000.00
52	SANITARY SEWER, CONNECTION	EA	13	\$ 300.00	\$3,900.00	\$ 500.00	\$6,500.00
53	SANITARY SEWER MANHOLE, TYPE SW-301, 48" DIA	EA	17	\$ 6,000.00	\$102,000.00	\$ 8,800.00	\$149,600.00
54	SANITARY SEWER MANHOLE, TYPE SW-303, 48" DIA	EA	3	\$ 6,000.00	\$18,000.00	\$ 8,800.00	\$26,400.00
55	SANITARY SEWER, CONNECT TO EXISTING MANHOLE	EA	1	\$ 3,000.00	\$3,000.00	\$ 1,900.00	\$1,900.00
56	CHAIN LINK FENCE, REMOVAL AND REPLACEMENT	LF	100	\$ 80.00	\$8,000.00	\$ 40.00	\$4,000.00
57	SEEDING, FERTILIZING, AND MULCHING, TYPE I	LS	1	\$ 15,000.00	\$15,000.00	\$ 17,500.00	\$17,500.00
58	SILT FENCE, INSTALL AND REMOVAL	LF	3000	\$ 2.00	\$6,000.00	\$ 1.75	\$5,250.00
59	FILTER SOCKS, 8" INSTALL AND REMOVAL	LF	3000	\$ 2.00	\$6,000.00	\$ 3.00	\$9,000.00
60	EROSION CONTROL MULCHING, HYDROMULCHING	AC	3	\$ 1,000.00	\$3,000.00	\$ 2,500.00	\$7,500.00
61	RIP RAP, CLASS E REVETMENT STONE	TN	130	\$ 80.00	\$10,400.00	\$ 85.00	\$8,450.00
62	EROSION STONE	TN	80	\$ 80.00	\$6,400.00	\$ 70.00	\$5,600.00
63	TEMPORARY ROLLED EROSION CONTROL (RECP)	SY	5000	\$ 3.00	\$15,000.00	\$ 2.25	\$11,250.00
64	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREP	LS	1	\$ 5,000.00	\$5,000.00	\$ 1,500.00	\$1,500.00
65	STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MGMT	LS	1	\$ 7,500.00	\$7,500.00	\$ 4,000.00	\$4,000.00
66	MODIFIED SUBBASE, 6"	SY	4095	\$ 15.00	\$61,425.00	\$ 8.00	\$32,760.00
TOTAL					\$2,599,605.00		\$3,143,755.00

HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON DATE 3-9-2022
 BY: *Danny Sead* 3-9-22



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

PLAN HOLDERS FOR:

Last Update: March 4, 2022

Ottumwa, Iowa
Blake's Branch Sewer Separation, Phase 8,
Division 1 East of Iowa Avenue

Engineer's Estimate: \$2,495,000
Bids Received: 2:00 P.M., Wednesday, March 9, 2022

CONTRACTORS

J Pettiecord Inc.
1200 Prairie Dr SW
Bondurant, IA 50035
515-263-8900 Phone
jake@jpettiecord.com

Langman Construction, Inc.
220 34th Avenue
Rock Island, IL 61201
309-786-8944 Phone
309-786-2107 Fax
brian@langmanco.com

S.M. Hentges & Sons, Inc.
3230 99th Street
Urbandale, IA 50322
515-428-6760 Phone
John.klein@smhentges.com

DC Concrete & Construction, LLC
15479 Emerald Rd
Douds, IA 52551-8104
641-919-0636 Phone
dconstruction.ia@gmail.com

Vanderpool Construction
1100 North 14th Street
Indianola, Iowa 50125
515-961-4682 Phone
515-961-8813 Fax
jamie@vanderpoolinc.com

County Materials Corporation
270 Izaak Walton Road
Iowa City, IA 52246
319-358-6960 Phone
tara.odonnell@countymaterials.com

Drish Construction, Inc.
Dayle Eden
1701 S Main Street
Fairfield, IA 52556
641-472-9506
dayle.drish@gmail.com

Cornerstone Excavating Inc.
Sharon or JB
1320 W Main Street
P.O. Box 928
Washington, IA 52353
319-653-3957
office@cstoneinc.com

Fye Excavating
Steve
10165 Sperry Road
Sperry, IA 52650
319-985-2200
sbush@fyeexcavating.com

The Driller LLC
5125 East University Ave
Pleasant Hill, IA 50327
515-266-2261 Phone
suebush@thedrillerllc.com

TK Concrete, Billie
1608 Fairfield Road
Pella, IA 50219
PH# 641-628-4590
billie@vermeergruop.com

James Robinson
Construction Materials Inc.
345 49th Avenue Drive SW
Cedar Rapids, IA 52404
319-366-6446
jrobinson@constructionmaterialsinc.com

Bonnie's Barricades Inc.
1547 Michigan Street
Des Moines, IA 50314
515-282-8877 Phone
515-282-4620 Fax
barricades@netzero.com

Forterra
3921 J Street SW
Cedar Rapids, IA 52404
Company Phone: 319.631.2947
Name: Aaron Granquist
aaron.granquist@forterrabp.com

ASSOCIATION/PLAN ROOMS

Master Builders of Iowa
221 Park Street
Des Moines, Iowa 50309
515-288-7339 Phone
515-288-8718 Fax
mbiplanroom-dsm@mbionline.com

Iowa League of Cities
500 SW 7th Street, Suite 101
Des Moines, IA 50309
515-244-7282 Phone
978-367-9733 Fax
mailbox@iowaleague.org

Construction Journal
800-785-5165 Phone
cvalencia@constructionjournal.com

SUPPLIERS

Thompson Pipe Group
4416 Prairie Hill Road
South Beloit, IL 61080
989-272-3722 Phone
dustin.griesing@thompsonpipegroup.com

HOBAS Pipe
12701 West 129th
Overland Park, KS 66213
Cell: 515/306-6000
Email: jmahony@hobaspipe.com

Utility Equipment Company
3739 State Street
Bettendorf, IA 52722
563-355-5376 Phone
563-355-7423 Fax
jweber@utilityequipmentco.com

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Ottumwa, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

**BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1 EAST OF IOWA AVENUE
SEWER SEPARATION**

Construct Blake's Branch Sewer Separation Phase 8, Division 1 East of Iowa Avenue Sewer Separation project including all labor, materials and equipment necessary to construct approximately 4,700 Linear Feet of 12-36-inch storm sewer in open cut, 1,050 Linear Feet of 8-inch sanitary sewer in open cut, manholes, intakes, sanitary service stubs, approximately 4,170 SY of 7"-8" PCC Pavement, approximately 1,875 SY Full Depth PCC patches, 1,890 LF of PCC Curb and Gutter removal and replacement, 740 SY of PCC Sidewalk, 350 SY of PCC Driveway, excavation and backfill, surface restoration, erosion control, testing, mobilization, traffic control, construction staking and miscellaneous work, including cleanup.

The project shall be fully completed except final surface restoration by November 23, 2022. All surface restoration shall be completed by April 30, 2023.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

DATED 2-28-22

ADDENDUM NUMBER 1 KJS ADDENDUM NUMBER _____
ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS, QUANTITIES AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction, shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base bid plus any Alternates selected by the Jurisdiction, shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and

3. Commence the work on this project on or before date to be specified in a written Notice to Proceed by the City of Ottumwa and shall be fully completed except final surface restoration by November 23, 2022, and all surface restoration shall be completed by April 30, 2023; and to pay liquidated damages for non-compliance with said completion provisions at a rate of Five Hundred Dollars (\$500) for each calendar day thereafter until the work is substantially completed as defined in Chapter 26 of the Iowa Code.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in the contract documents and identified in this proposal:

<u>ITEM</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	_____
2.	_____
3.	_____

PROPOSAL: PART G - IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is

Submitted by a/an:

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Joint-venture:
all parties must join-in and execute
all documents
- Other

The Bidder shall enter its Public Registration
Number C1031-00 issued by
the Iowa Commissioner of Labor Pursuant
to Section 91C.5 of the Iowa Code.

Langman Construction, Inc.

Charles H. Langman
Bidder
Signature

Charles H. Langman
Name (Print/Type)

Chairman of the Board
Title

220-34th Avenue
Street Address

Rock Island IL 61201
City, State, Zip Code

309-786-8944
Telephone Number

**NOTE: The signature on this proposal must be an original signature in ink; copies or
facsimile of any signature will not be accepted.**

Subscribed and sworn to before me this 9th day of March, 2022.

[Signature]
Notary Public in and for the State of Iowa
County of Scott
My Commission Expires 6-24-2022

6-24
2022

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Price(s) and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximately only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternate selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
1.	Mobilization	1 LS	488,000.00 ^{488,000.00}	<u>488,000.00</u>
2.	Traffic Control	1 LS	<u>20,000.00</u>	<u>20,000.00</u>
3.	Construction Staking	1 LS	<u>116,000.00</u>	<u>116,000.00</u>
4.	Trench Compaction Testing	1 LS	<u>15,000.00</u>	<u>15,000.00</u>
5.	Pavement Samples & Testing	1 LS	<u>5,000.00</u>	<u>5,000.00</u>
6.	Clearing and Grubbing	1 LS	<u>30,000.00</u>	<u>30,000.00</u>
7.	Off-site Topsoil	450 CY	<u>40.00</u>	<u>18,000.00</u>
8.	Off-site Borrow Material	1,800 CY	<u>16.00</u>	<u>28,800.00</u>
9.	Class 10 Excavation	390 CY	<u>16.00</u>	<u>6,240.00</u>
10.	Stabilization Material	200 TONS	<u>30.00</u>	<u>6,000.00</u>
11.	Granular Surfacing, 6"	300 TONS	<u>30.00</u>	<u>9,000.00</u>
12.	Pavement Removal	4,730 SY	<u>10.00</u>	<u>47,300.00</u>
13.	Subgrade Preparation	4,095 SY	<u>3.00</u>	<u>12,285.00</u>
14.	Pavement, PCC, 8" Integral Curb	3,550 SY	<u>65.00</u>	<u>230,750.00</u>
15.	Pavement, PCC, 7"	620 SY	<u>64.00</u>	<u>39,680.00</u>
16.	Sidewalks and Driveways Removal/Disposition	940 SY	<u>10.00</u>	<u>9,400.00</u>
17.	PCC Driveway, 6", Type B	350 SY	<u>64.00</u>	<u>22,400.00</u>
18.	Sidewalk, PCC, 4"	740 SY	<u>58.00</u>	<u>42,920.00</u>
19.	Detectable Warning Panels	168 SF	<u>53.00</u>	<u>8,904.00</u>

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
20.	Curb and Gutter, Removal and Replacement, PCC, 8"	1,890 LF	\$ 50.00	\$ 94,500.00
21.	Full Depth Patch, PCC, 8"	1,875 SY	\$ 91.00	\$ 170,625.00
22.	Pipe Removal, 12" - 36"	1,050 LF	\$ 10.00	\$ 10,500.00
23.	Pipe, Abandonment, Fill and Plug	35 CY	\$ 200.00	\$ 7,000.00
24.	Abandonment of Existing Manhole	1 EA	\$ 700.00	\$ 700.00
25.	Remove Manhole	19 EA	\$ 1,000.00	\$ 19,000.00
26.	Remove Intake Structure	42 EA	\$ 1,000.00	\$ 42,000.00
27.	Storm Sewer, 12" Class 5 RCP, Trenched	366 LF	\$ 125.00	\$ 47,750.00
28.	Storm Sewer, 15" Class 5 RCP, Trenched	2,310 LF	\$ 130.00	\$ 300,300.00
29.	Storm Sewer, 18" Class 5 RCP, Trenched	1,316 LF	\$ 154.00	\$ 202,664.00
30.	Storm Sewer, 24" Class 4 RCP, Trenched	766 LF	\$ 200.00	\$ 153,200.00
31.	Storm Sewer, 36" Class 3 RCP, Trenched	195 LF	\$ 267.00	\$ 52,065.00
32.	Pipe Culverts, 12" CMP, Trenched	35 LF	\$ 65.00	\$ 2,275.00
33.	12" CMP Flared End Section	2 EA	\$ 200.00	\$ 400.00
34.	24" Flared End Section w/Apron Guard and Footing	1 EA	\$ 3,700.00	\$ 3,700.00
35.	36" Flared End Section w/Apron Guard and Footing	1 EA	\$ 4,400.00	\$ 4,400.00
36.	Storm Sewer Manhole SW-401, 48" Dia.	8 EA	\$ 5,800.00	\$ 46,400.00
37.	Storm Sewer Manhole SW-401, 72" Dia.	5 EA	\$ 11,300.00	\$ 56,500.00
38.	Storm Sewer Manhole SW-406, 48" x 48" I.D.	1 EA	\$ 5,700.00	\$ 5,700.00
39.	Storm Sewer Intake, SW-501	11 EA	\$ 4,800.00	\$ 52,800.00

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
40.	Storm Sewer Intake, SW-503	6 EA	\$ 9,300.00	\$ 55,800.00
41.	Storm Sewer Intake, SW-505	8 EA	\$ 8,100.00	\$ 64,800.00
42.	Storm Sewer Intake, SW-506	7 EA	\$ 12,700.00	\$ 88,900.00
43.	Storm Sewer Intake, SW-511, 36" x 36" I.D.	2 EA	\$ 6,700.00	\$ 13,400.00
44.	Storm Sewer Intake, SW-512, 18" Dia.	2 EA	\$ 2,200.00	\$ 4,400.00
45.	Storm Sewer Intake, SW-513 36" x 36" I.D.	8 EA	\$ 6,800.00	\$ 54,400.00
46.	Storm Sewer Intake, Adjustment, Minor	2 EA	\$ 1,600.00	\$ 3,200.00
47.	Sanitary Sewer Gravity Main, 8", Trenched	1,046 LF	\$ 157.00	\$ 164,222.00
48.	Sanitary Sewer Gravity Main, 12", Trenched	126 LF	\$ 190.00	\$ 23,940.00
49.	Sanitary Sewer Gravity Main, 18", Trenched	15 LF	\$ 355.00	\$ 5,325.00
50.	Sanitary Sewer Service Stub, 6" Trenched	200 LF	\$ 60.00	\$ 12,000.00
51.	Sanitary Sewer Service Stub, 6" Trenchless	450 LF	\$ 80.00	\$ 36,000.00
52.	Sanitary Sewer, Connection	13 EA	\$ 500.00	\$ 6,500.00
53.	Sanitary Sewer Manhole, Type SW-301, 48" Dia.	17 EA	\$ 8,800.00	\$ 149,600.00
54.	Sanitary Sewer Manhole, Type SW-303, 48" Dia.	3 EA	\$ 8,800.00	\$ 26,400.00
55.	Sanitary Sewer, Connect to Existing Manhole	1 EA	\$ 1,900.00	\$ 1,900.00
56.	Chain Link Fence, Removal and Replacement	100 LF	\$ 40.00	\$ 4,000.00

ITEM	DESCRIPTION	ESTIMATED UNITS	UNIT PRICE	AMOUNT
57.	Seeding, Fertilizing, and Mulching, Type 1	1 LS	\$ 17,500.00	\$ 17,500.00
58.	Silt Fence, Install and Removal	3,000 LF	\$ 1.75	\$ 5,250.00
59.	Filter Socks, 8", Install and Removal	3,000 LF	\$ 3.00	\$ 9,000.00
60.	Erosion Control Mulching, Hydromulching	3 ACRE	\$ 2,500.00	\$ 7,500.00
61.	Rip Rap, Class E Revetment Stone	130 TON	\$ 65.00	\$ 8,450.00
62.	Erosion Stone	80 TON	\$ 70.00	\$ 5,600.00
63.	Temporary Rolled Erosion Control (RECP)	5,000 SY	\$ 2.25	\$ 11,250.00
64.	Stormwater Pollution Prevention Plan (SWPPP) Preparation	1 LS	\$ 1,500.00	\$ 1,500.00
65.	Stormwater Pollution Prevention Plan (SWPPP) Management	1 LS	\$ 4,000.00	\$ 4,000.00
66.	Modified Subbase, 6"	4,095 SY	\$ 8.00	\$ 32,760.00
TOTAL CONSTRUCTION COST (ITEMS 1. - 66.)				\$ 3,143,755.00

NOTE: It is understood that the above quantities are estimated for the purpose of this bid. All quantities are subject to revision by the City. Quantity changes which amount to twenty (20) percent or less of the total bid shall not affect the unit bid price.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS
ITEM 1 – None

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS
ITEM 2 – None

**ADDENDUM NO. 1
TO
PLANS AND SPECIFICATIONS
FOR
BLAKE'S BRANCH SEWER SEPARATION PHASE 8,
DIVISION 1 EAST OF IOWA AVENUE SEWER SEPARATION
OTTUMWA, IOWA**

PLANS

Drawing 1, delete in its entirety and insert Drawing 1, Rev. 1 included herewith.

Drawing 3, delete in its entirety and insert Drawing 3, Rev. 1 included herewith.

Drawing 4, delete in its entirety and insert Drawing 4, Rev. 1 included herewith.

Drawing 5, delete in its entirety and insert Drawing 5, Rev. 1 included herewith.

Drawing 11, add the following note "3) CONTRACTOR TO REMOVE AND DISPOSE OF CONCRETE STEPS NEAR STATION 14+25, 15 FT RIGHT. REMOVAL AND DISPOSAL OF CONCRETE STEPS IS INCIDENTAL TO PROJECT".

Drawing 12, add the following note "3) CONTRACTOR TO REMOVE TREE AT THE SOUTHWEST CORNER OF THE 4TH STREET AND VAN BUREN AVENUE TO ALLOW CONSTRUCTION OF NEW SIDEWALK".

Drawing 14, add the following note "4) CONTRACTOR TO REMOVE TREES AND BRUSH AS NEEDED ALONG THE ALLEY TO CONSTRUCT NEW STORM SEWER".

Drawing 15, delete in its entirety and insert Drawing 15, Rev. 1 included herewith.

Drawing 16, delete in its entirety and insert Drawing 16, Rev. 1 included herewith.

Drawing 17, delete in its entirety and insert Drawing 17, Rev. 1 included herewith.

Drawing 18, add the following note "3) CONTRACTOR TO PROTECT FENCE ALONG MABLE STREET. DAMAGE TO FENCE BY CONTRACTOR TO BE REPAIRED AT CONTRACTOR'S EXPENSE".

Drawing 21, delete in its entirety and insert Drawing 21, Rev. 1 included herewith.

Drawing 23, delete in its entirety and insert Drawing 23, Rev. 1 included herewith.

Drawing 33, delete in its entirety and insert Drawing 33, Rev. 1 included herewith.

Drawing 34, delete in its entirety and insert Drawing 34, Rev. 1 included herewith.

Drawing 35, insert Drawing 35 included herewith.

SPECIFICATIONS

PROPOSAL

Delete "PROPOSAL" in its entirety and insert "PROPOSAL, REV. 1" included herewith.

BID BOND

Delete "BID BOND" in its entirety and insert "BID BOND, REV. 1" included herewith.

CONTRACT

Delete "CONTRACT" in its entirety and insert "CONTRACT, REV. 1" included herewith.

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Delete "PERFORMANCE, PAYMENT AND MAINTENANCE BOND" in its entirety and insert "PERFORMANCE, PAYMENT AND MAINTENANCE BOND, REV. 1" included herewith.

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.



Signed:

Date:

Randy M. Johnson 02/28/2022

Randy M. Johnson, P.E.

Iowa License No. 22407

My license renewal date is December 31, 2023

Detailed parts covered by this seal:

All

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 15, 2022

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #70-2022. Set Public Hearing on Ordinance No. 3193-2022 Granting an Electric Transmission Franchise to ITC Midwest, LLC.

****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: Set time, date and place of public hearing as:

April 5, 2022
5:30 p.m.
City Council Meeting
City Hall Chambers

DISCUSSION: This is a proposed ordinance that will grant ITC Midwest, LLC. its' successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, an electric transmission system for a period of 25 years.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The City Council of the City of Ottumwa, State of Iowa.
Date of Meeting: March 15, 2022.
Time of Meeting: 5:30 P.M.
Place of Meeting: Council Chambers, City Hall, 105 E. 3rd Street, Ottumwa,
Iowa

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

- RESOLUTION SETTING PUBLIC HEARING ON PROPOSED ORDINANCE GRANTING AN ELECTRIC TRANSMISSION FRANCHISE TO ITC MIDWEST LLC.

Such additional matters as are set forth on the additional _____ page(s) attached hereto.
(number)

This notice is given at the direction of the Mayor pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.



City Clerk, the City of Ottumwa, State of
Iowa

March 15, 2022

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 E. 3rd Street, Ottumwa, Iowa, at 5:30 P.M. on the above date. There were present Mayor Johnson, in the chair, and the following named Council Members:

Russ Hull, Sandra Pope, Marc Roe, Doug McAntire

Absent: Cara Galloway

* * * * *

Council Member McAntire introduced the following Resolution entitled "**RESOLUTION SETTING PUBLIC HEARING ON PROPOSED ORDINANCE GRANTING AN ELECTRIC TRANSMISSION FRANCHISE TO ITC MIDWEST LLC,**" and moved that the same be adopted. Council Member Pope seconded the motion to adopt. The roll was called and the vote was,

AYES: Hull, Pope, Roe, McAntire

Absent: Galloway

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION No. 70-2022

**RESOLUTION SETTING PUBLIC HEARING ON PROPOSED
ORDINANCE GRANTING AN ELECTRIC TRANSMISSION
FRANCHISE TO ITC MIDWEST LLC**

WHEREAS, the City Council will consider a proposed ordinance granting to ITC Midwest, LLC, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Ottumwa, Iowa, an electric transmission system for a period of 25 years; and

WHEREAS, the City Council of the City of Ottumwa will hold a public hearing regarding the electric transmission franchise prior to adoption of the franchise; and

WHEREAS, pursuant to Iowa Code § 364.2(4)(a), the City Council is required to hold a public hearing upon the proposed ordinance pursuant to public notice thereof.

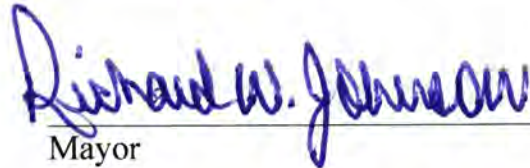
NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ottumwa, Iowa, that this Council shall meet at 5:30 P.M. on the 5th day of April 2022, in the City Council Chambers, City Hall, 105 E. 3rd Street, Ottumwa, Iowa, for the following purposes:

1. To hold a public hearing to receive public comments on the proposed grant of a new electric transmission franchise to ITC Midwest, LLC; and
2. To consider an Ordinance Granting to ITC Midwest, LLC, its Successors and Assigns, the Right and Non-Exclusive Franchise to Acquire, Construct, Erect,

Maintain and Operate in the City of Ottumwa, Iowa, an Electric Transmission System for a Period of 25 Years.


BE IT FURTHER RESOLVED, that the Clerk is hereby instructed to cause a Notice of Public Hearing to be published in the manner required by Iowa Code § 362.3.

PASSED AND APPROVED this 15 day of March, 2022.



Mayor

ATTEST:



City Clerk

CITY OF OTTUMWA, IOWA
ELECTRIC TRANSMISSION FRANCHISE

ORDINANCE NO. 3193-2022

An Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP., its successors and assigns (the "Company"), the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City of Ottumwa, Wapello County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances, and equipment for the transmission of electric current and telecommunications along, under and upon the streets, avenues, alleys and public places in the City of Ottumwa, Wapello County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Ottumwa, Wapello County, Iowa, for the period of twenty-five (25) years.

BE IT ORDAINED BY THE City Council of the City of Ottumwa, Wapello County, Iowa, hereinafter referred to as the "City":

Section 1. Grant.

There is hereby granted to the Company the right and franchise to acquire, construct, reconstruct, erect, maintain, operate and remove in the City a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits, and other appliances, and equipment for the transmission of electric current and telecommunications (collectively, the "Facilities") along, under and upon the streets, avenues, alleys and public places in the City; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City for the period of twenty-five (25) years.

Section 2. Indemnification.

The Company shall indemnify, defend and hold City harmless from and against any and all claims, demands, losses, damages, costs and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorneys' fees, but excluding consequential or indirect damages), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to its negligent acts or omissions in the use or occupancy of the streets, avenues, alleys and public ways in the City, a default of this franchise, or arising in any manner out of the negligent acts or omissions of its agents, employees, or contractors in connection with same, or with respect to the violation of any laws, including without limitation, any environmental laws. Company shall indemnify and defend City for, from and against any and all mechanics' liens and other liens and encumbrances filed by any person claiming by, through or under Company and against all costs, expenses, losses and liabilities (including reasonable attorneys' fees) incurred by City in connection with any such lien or encumbrance or any action or proceeding brought thereon. However, the Company is not obligated to defend or indemnify the City for any claims, demands, losses, damages, costs and expenses arising from negligence on part of the City and its agents, employees, or contractors.

The company shall maintain commercial general liability insurance coverage, or its equivalent, through the term of this franchise, so as to protect and indemnify City from suits or claims arising out

of Company's negligent acts subject to policy terms and conditions. Such insurance shall be comprehensive in nature, including, but not limited to, contractual liability. In addition, such insurance shall contain limits not less than \$1,000,000 combined single-limit personal injury and property damage. Company's failure to meet this insurance requirement shall not relieve Company of its responsibilities under this franchise. Upon proof of financial responsibility to the reasonable satisfaction of City, Company may be allowed to self-insure the coverages indicated herein resulting from the negligent acts or omissions of Company, Company's agents or employees. Company shall provide City with certificates of insurance or a letter of self-insurance upon request.

The requirements of indemnification shall not be a waiver of any right that the City would have to assert defenses on its own behalf under state or federal law. The Company's indemnification obligations under this franchise shall survive the expiration, cancellation, or termination of this franchise in accordance with applicable statutes of limitation in force within the State of Iowa.

Section 3. Placement of Poles, Lines, Etc.

The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City. Once a pole has been replaced by a new pole, the Company shall remove the obsolete pole within 90 days of the installation of the new pole. If the pole has not been removed within 90 days, the Company, at the City's request, will provide a written explanation and a date by which the pole will be removed, not to exceed 180 days from the date of installation of the new pole. The said Company, its successors and assigns shall hold the City free and harmless from all damages to the extent arising from the negligent acts or omissions of the Company in the erection or maintenance of said system.

Section 4. Excavations.

In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly as practical and comply with all applicable federal, state, county and city ordinance requirements. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

Section 5. Relocation.

The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, or over any public streets, avenues, alleys and public places in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the streets, avenues, alleys and public places or any public improvement thereof, in or about any such streets, avenues, alleys and public places or reasonably promoting the efficient operation of any such improvement. Prior to requiring the Company to relocate its facilities, the City and Company shall meet to discuss the timeline and scope of the project. In the event the relocation of the Company's services cannot be accomplished within the timeframe desired by the City, the Company will notify the City and propose a date

by which its facilities will be relocated, not to exceed 180 days from the date the City and Company meet to discuss the project, unless mutually agreed.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request for a commercial, private or other non-public development, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment. The City shall give the Company reasonable advance written notice to vacate a public right of way. Vacating a public right of way shall not deprive the Company of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are paid to the Company, and the City shall utilize reasonable efforts to assist Company in securing an easement or other continued rights of record to continue to operate and maintain its facilities upon such location.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

Section 6. Street Abandonment or vacation; Utility Easements.

Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City will grant the Company a utility easement for said facilities. If the City does not grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities.

Section 7. Modern System.

The system authorized by this Ordinance shall be modern and up-to-date and shall be kept in a modern and up-to-date condition. The Company shall construct and maintain its transmission facilities in accordance with applicable law. The Company will maintain compliance with state and federal regulatory standards.

Section 8. Tree Pruning or Removal

The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall be performed in accordance with the most current nationally accepted safety and utility industry standards, as revised and updated from time to time, and consistent with any then current vegetation clearance plan on file with the Iowa Utilities Board if and as may be required thereby.

Section 9. Continuous Service.

Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 10. Non-exclusivity.

The franchise granted by this Ordinance shall not be exclusive.

Section 11. Undergrounding.

The City may request estimates for the undergrounding of replacement lines, upgrades or new lines, including lines to be adjusted for road moves or for other specific projects. When requested, the Company will provide to the City two estimates: 1) An estimate for the cost of the project with overhead construction, and 2) An estimate for the cost of the project with underground construction. The City will have no more than 60 days from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for such project, the City will be responsible for the incremental cost of undergrounding, if and to the extent, such costs are not already part of or included in a precondition payment for relocation pursuant to Section 3. The incremental cost of undergrounding is defined as the differential between the estimate for underground construction and the estimate for overhead construction. Upon receipt of the City's payment for the incremental cost of undergrounding, the Company will install the underground facilities. The Company reserves the right to bill City for the amount that the incremental cost associated with installation exceeds its estimate. The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Company to make such a request. The City shall cover all costs related to this work. If undergrounding of transmission lines requires entities interconnecting with the Company to make adjustments to their electrical systems, the City bears the responsibility of communication with those entities and, if it chooses, the cost of converting their facilities from overhead to underground. The Company reserves the right to review all the City's communications with the affected entities.

If and when underground facilities of Company are replaced and/or upgraded, it shall be so at Company's cost. Underground facilities shall not be replaced or upgraded with overhead facilities, unless mutually agreed.

Section 12. Severability.

If any section, provision, or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 13. Term of Agreement.

The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after written acceptance by the Company.

Section 14. Publication Expenses.

The expense of the publication of this Ordinance shall be paid by the Company.

Section 15. Repeal of Conflicting Ordinances.

All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

Section 16. Acceptance.

The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

Section 17. Closing.

This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal any prior electric system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company.

Mayor

Attest: _____
City Clerk

(SEAL)

CERTIFICATE OF CITY CLERK

I, City Clerk of the City of Ottumwa, Wapello County, Iowa, do hereby certify that the foregoing is a true and correct copy of minutes of the proceedings of the meeting of the Ottumwa city council held the ____ day of ____ 20____, pertaining to the adoption of Ordinance No. _____; that the originals of said minutes have been included in the official proceedings of the city council; that Ordinance No. _____ was signed by the mayor and clerk at the time of its final passage and approval; that the announcement of passage of said ordinance was published in the manner required by law on the ____ day of _____ 20__ in the <CITY> <NEWSPAPER>; that said meeting and all actions thereon were duly and publicly held pursuant to the rules of the city council and Iowa Code, upon advance notice to the public and news media as required by said law; and that the notice of public hearing for said Ordinance No. _____ was published on the ____ day of _____ 20__ in the <CITY> <NEWSPAPER>, a newspaper published at least once weekly and of general circulation in the City of <CITY>, <NAME> County, Iowa.

Clerk for the City of Ottumwa,

(SEAL)

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 15, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 71-2022, RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 1 TO THE WILDWOOD DRIVE/HIGHWAY 34 URBAN RENEWAL PLAN IN THE CITY OF OTTUMWA, STATE OF IOWA

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 71-2022.

DISCUSSION: The Wildwood Drive/Highway 34 Urban Renewal Area was established in August of 2011 with the Wildwood Drive/Highway 34 Urban Renewal Plan. The proposed Amendment No. 1 is the first amendment to the plan.

The amendment adds no new land to the Urban Renewal Area. Established base valuations are also unchanged. The amendment adds two projects to the Urban Renewal Plan. Hopkins Properties, LLC is

Source of Funds:

Budgeted Item: Budget Amendment Needed:

proposing to construct a multi-tenant commercial strip center on Outlot 1 of the Wildwood Centre Subdivision. This is the outlot of the Koh's development. Construction is anticipated to cost \$2.15 million. This project would allow the City to enter into a development agreement to provide an upfront economic development grant of \$75 thousand at the time project completion as well as a partial tax rebate for a period of eight years not to exceed \$475 thousand.

Incentives would leverage a tool called Tax Increment Financing (TIF). TIF allows local governments to leverage the future value of improvements to provide incentives for the improvements today. Most of the property tax paid on the value added by the project can be captured by the City and used for incentives. In this case, some of that value would be returned to the developer in the form of a tax rebate. The value captured would also recover the cost of the economic development grant over a period of 8 years.

The second project added to the plan empowers the City to apply tax increment from the district to recover any planning, engineering or attorney fees incurred by the City for establishing the Urban Renewal Plan.

At the March 7, 2022 Plan and Zoning Commission meeting, the Commission voted 6-0 to recommend to the Council that the Amendment is consistent with the city's plan for development as a whole.

In addition to the Plan and Zoning recommendation, other taxing entities will be invited to participate in a consultation meeting to provide feedback on the amendment. This resolution sets that meeting for 10am on March 21, 2022 in the Council Chamber. This resolution also sets a public hearing to consider the adoption of the amendment at the April 5, 2022 Council meeting.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

March 15, 2022

5:30 P.M.

Wildwood Drive/Highway 34 Urban Renewal Plan

- Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan in the City of Ottumwa, State of Iowa.

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.

March 15, 2022

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

Russ Hull, Sandra Pope, Marc Roe, Doug McAntire

Absent: Cara Galloway

Vacant: None

* * * * *

Council Member Roe then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 1 TO THE WILDWOOD DRIVE/HIGHWAY 34 URBAN RENEWAL PLAN IN THE CITY OF OTTUMWA, STATE OF IOWA", and moved that the same be adopted. Council Member McAntire seconded the motion to adopt. The roll was called, and the vote was:

AYES: Hull, Pope, Roe, McAntire

Absent: Galloway

NAYS: _____

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

RESOLUTION NO. 71-2022

RESOLUTION SETTING DATES OF A CONSULTATION AND
A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 1
TO THE WILDWOOD DRIVE/HIGHWAY 34 URBAN
RENEWAL PLAN IN THE CITY OF OTTUMWA, STATE OF
IOWA

WHEREAS, by Resolution No. 124-2011, adopted August 2, 2011, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Wildwood Drive/Highway 34 Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Wildwood Drive/Highway 34 Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 23 LYING SOUTH OF HIGHWAY 34 AND THAT PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, ALL IN TOWNSHIP 72 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID SECTION 23; THENCE N88°47'47"E, 30.00 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND THE EAST RIGHT OF LINE OF WILDWOOD DRIVE TO THE POINT OF BEGINNING; THENCE NORTH ALONG SAID LIMIT LINE TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 34; THENCE 558.99 FEET ALONG SAID RIGHT OF WAY LINE ON A 5558.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N82°42'02"E, 558.75 FEET); THENCE ALONG SAID RIGHT OF WAY S85°09'42"E, 98.40 FEET; THENCE ALONG SAID RIGHT OF WAY N81°11'49"E, 97.72 FEET; THENCE 124.64 FEET ALONG SAID RIGHT OF WAY LINE ON A 5575.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N88°12'39"E, 124.63 FEET); THENCE ALONG SAID RIGHT OF WAY N88°51'04"E, 25.45 FEET; THENCE S00°42'37"W, 44.47 FEET; THENCE S08°18'43"W, 43.41 FEET; THENCE S40°17'00"W, 112.44 FEET; THENCE S30°33'18"W, 67.46 FEET; THENCE S47°58'30"W, 71.07 FEET; THENCE S57°47'54"W, 181.33 FEET; THENCE S49°35'53"W, 243.76 FEET; THENCE S30°18'30"W, 181.95 FEET; THENCE S51°53'28"W, 196.54 FEET; THENCE S83°00'08"W, 153.71 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND EAST RIGHT OF WAY LINE OF WILDWOOD DRIVE, THENCE NORTH ALONG SAID EAST RIGHT OF WAY OF WILDWOOD DRIVE AND CORPORATE LIMIT LINE TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 9.89 ACRES MORE OR LESS.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 1 to the Plan ("Amendment No. 1" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 1 adds no new land to the Urban Renewal Area; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 1 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 1 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 1 required by Section 403.5(2), Code of Iowa, as amended, shall be held on March 21, 2022, in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at 10:00 A.M., and the Community Development Director, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 1, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF OTTUMWA, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 1 TO THE WILDWOOD DRIVE/HIGHWAY 34 URBAN RENEWAL PLAN FOR THE CITY OF OTTUMWA, STATE OF IOWA

The City of Ottumwa, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 10:00 A.M. on March 21, 2022, in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa concerning a proposed Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan for the Wildwood Drive/Highway 34 Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Community Development Director, or his delegate, as the designated representative of the City of Ottumwa, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this 15th day of March, 2022.

Christina Reinhard, CMC
City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 1 before the City Council at its meeting which commences at 5:30 P.M. on April 5, 2022, in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Ottumwa Courier, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED AMENDMENT NO. 1 TO THE WILDWOOD
DRIVE/HIGHWAY 34 URBAN RENEWAL PLAN FOR AN
URBAN RENEWAL AREA IN THE CITY OF OTTUMWA,
STATE OF IOWA

The City Council of the City of Ottumwa, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on April 5, 2022 in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, to consider adoption of a proposed Amendment No. 1 to the Wildwood Drive/Highway 34 Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ottumwa, State of Iowa.

The Wildwood Drive/Highway 34 Urban Renewal Area contains the land legally described as follows:

THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 23 LYING SOUTH OF HIGHWAY 34 AND THAT PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, ALL IN TOWNSHIP 72 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA DESCRIBED AS:

COMMENCING AT THE SW CORNER OF SAID SECTION 23; THENCE N88°47'47"E, 30.00 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND THE EAST RIGHT OF LINE OF WILDWOOD DRIVE TO THE POINT OF BEGINNING; THENCE NORTH ALONG SAID LIMIT LINE TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 34; THENCE 558.99 FEET ALONG SAID RIGHT OF WAY LINE ON A 5558.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N82°42'02"E, 558.75 FEET); THENCE ALONG SAID RIGHT OF WAY S85°09'42"E, 98.40 FEET; THENCE ALONG SAID RIGHT OF WAY N81°11'49"E, 97.72 FEET; THENCE 124.64 FEET ALONG SAID RIGHT OF WAY LINE ON A 5575.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N88°12'39"E, 124.63 FEET); THENCE ALONG SAID RIGHT OF WAY N88°51'04"E, 25.45 FEET; THENCE S00°42'37"W, 44.47 FEET; THENCE S08°18'43"W, 43.41 FEET; THENCE S40°17'00"W, 112.44 FEET; THENCE S30°33'18"W, 67.46 FEET; THENCE S47°58'30"W, 71.07 FEET; THENCE S57°47'54"W, 181.33 FEET; THENCE S49°35'53"W, 243.76 FEET; THENCE S30°18'30"W, 181.95 FEET; THENCE S51°53'28"W, 196.54 FEET; THENCE S83°00'08"W, 153.71 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND EAST RIGHT OF WAY LINE OF WILDWOOD DRIVE, THENCE NORTH ALONG SAID EAST RIGHT OF WAY OF WILDWOOD DRIVE AND CORPORATE LIMIT LINE TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 9.89 ACRES MORE OR LESS.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Ottumwa, Iowa.

The City of Ottumwa, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 1 would add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Section 403.5, Code of Iowa.

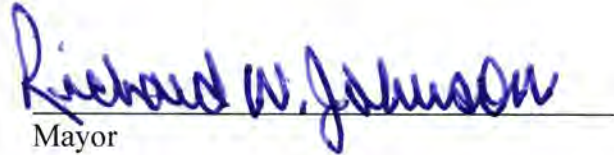
Dated this 15th day of March, 2022.

Christina Reinhard, CMC
City Clerk, City of Ottumwa, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 1, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 1 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 15th day of March, 2022.



Mayor

ATTEST:



City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE AMENDMENT
LABELED AS EXHIBIT 1 HERE

AMENDMENT NO. 1

to the

**WILDWOOD DRIVE/HIGHWAY 34
URBAN RENEWAL PLAN**

for the

**WILDWOOD DRIVE/HIGHWAY 34
URBAN RENEWAL AREA**

OTTUMWA, IOWA

**Original Area – 2011
Amendment No. 1 – 2022**

**Amendment No. 1
to the
Wildwood Drive/Highway 34 Urban Renewal Plan
for the
Wildwood Drive/Highway 34 Urban Renewal Area
City of Ottumwa, Iowa**

INTRODUCTION AND HISTORY

The Wildwood Drive/Highway 34 Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Wildwood Drive/Highway 34 Urban Renewal Area (“Area” or “Urban Renewal Area”), adopted in August 2011, is being amended by this Amendment No. 1 (“Amendment” or “Amendment No. 1”) to add to and/or update the list of proposed projects to be undertaken within the Urban Renewal Area.

No land is being added to or removed from the Urban Renewal Area by this Amendment. Accordingly, the previously established “base values” or “base valuations” of the Urban Renewal Area (if any) will remain unchanged by this Amendment.

Except as modified by this Amendment, the provisions of the original Urban Renewal Plan are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsection of the Plan not mentioned in this Amendment shall continue to apply to the Plan.

AREA DESIGNATION

The Urban Renewal Area continues to be an economic development area that is appropriate for the promotion of economic development (commercial and industrial).

DEVELOPMENT PLAN

The Urban Renewal Plan, as amended, and this Amendment, are in conformity with the Our Ottumwa 2040 Comprehensive Plan, adopted August 18, 2020 and amended September 1, 2020, which is the City’s general plan for the development of the City as a whole.

This Amendment does not in any way replace or modify the City’s current land use planning or zoning regulation process. Any need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in the Plan.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Any urban renewal projects authorized in the original Plan are not altered by this Amendment and may be continuing.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 1)

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan the eligible urban renewal projects under this Amendment No. 1 include:

1. Development Agreements:

A. *Hopkins Properties LLC (or a related entity)*: The City expects to consider a development agreement with Hopkins Properties LLC (or a related entity) (the “developer”), pursuant to which the developer would construct a commercial, multi-tenant, retail center and related site improvements on property located within the Urban Renewal Area, and procure commercial tenants to retain jobs therein. Construction is anticipated to be completed in 2022 and involve an investment of approximately \$2,150,000. The City expects to enter into a related minimum assessment agreement setting a minimum assessed value for the project. In return for the developer’s performance under the development agreement, the City would make a construction completion grant of \$75,000 to developer upon completion of the improvements, provided developer is otherwise in compliance with the terms of the development agreement. In addition, the City would make up to eight (8) annual grant payments financed through incremental tax revenues created by the project in an amount not to exceed \$475,000 in the aggregate. The annual grant payments are subject to annual appropriation and the detailed terms and conditions of the agreement.

2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to Exceed \$50,000

FINANCIAL DATA

1.	July 1, 2021 constitutional debt limit:	\$41,458,000
2.	Current outstanding general obligation debt:	\$32,480,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 1) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City’s constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or	\$600,000 This does not include financing costs related to debt issuance, which may be incurred over the life of the Area.

	expense. Subject to the foregoing, it is estimated that the City’s costs for the Eligible Urban Renewal Projects (Amendment No. 1) as described above will be approximately as stated in the next column:	
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URBAN RENEWAL FINANCING

The City intends to utilize various financing tools, such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area, as amended. These include:

A. Tax Increment Financing.

Under Section 403.19 of the *Code of Iowa*, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements, economic development incentives or other urban renewal projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City, and in any event upon the expiration of the tax increment district.

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area, as amended, and for other urban renewal projects or incentives for development consistent with this Plan, as amended. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area, as amended.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers or private entities in connection with the urban renewal projects identified in the Plan, as amended. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants or other incentives related to urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the *Code of Iowa* in furtherance of the objectives of the Plan.

EFFECTIVE PERIOD

This Amendment No. 1 will become effective upon its adoption by the City Council and will remain in effect until it is repealed by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council.

The use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the Iowa Code. Nothing in this Amendment shall alter the duration of the division of revenue as previously explained in the Plan.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Plan in conflict with this Amendment are hereby repealed.

If any part of this Amendment or the Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Amendment or the Plan as a whole, or any part of the Amendment or the Plan not determined to be invalid or unconstitutional.

01998411-1\10981-175

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 15th day of March, 2022.



Christ Richard
City Clerk, City of Ottumwa, State of Iowa

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 15, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 72-2022: A RESOLUTION AWARDDING THE
CONTRACT FOR MOWING AND NUISANCE CLEAN-UP SERVICES

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 72-2022.

DISCUSSION: The RFP for Contractual Mowing and Nuisance Clean-Up services was released on February 2, 2022. Responses were due at 4:30PM on February 18, 2022. Three responses were received. Staff has provided the pricing and scoring for each RFP response.

Iowa Fence, Inc. provided the response which scored highest. While two responses were competitive on pricing, their response was the only one which provided all of the requested elements.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Iowa Fence, Inc. offered a lower price on mowing the Jefferson Drainage Ditch and lots over one acre. It was only five dollars higher on lots smaller than one acre. The drainage ditch and large lots are often projects that the City pays for without any reimbursement. While the quoted prices for hand clearing and nuisance clean-ups was higher, those are projects for which the City can recover costs from code violators. Further, the equipment list provided by Iowa Fence indicates an ability to provide those services most efficiently.

RESOLUTION NO. 72-2022

**A RESOLUTION AWARDING THE CONTRACT FOR MOWING AND
NUISANCE CLEAN-UP SERVICES**

WHEREAS, pursuant to Resolution 14-2022, the City released the Request for Proposals for Contractual Mowing and Nuisance Clean-Up Services; and

WHEREAS, the City did advertise and accept bids for the above referenced service contract; and

WHEREAS, bids were received, proper and mathematically correct;

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

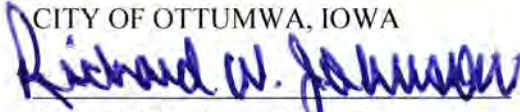
The award for the contract for the above reference project is made to the lowest responsible bidder, Iowa Fence, Inc. of West Des Moines Iowa for the following amounts:

Mowing lots less than one acre:	\$50 per lot
Mowing lots over one acre:	\$50 per labor hour
Hand clearing:	\$50 per labor hour
Mowing the Jefferson Drainage Ditch:	\$3,400 per occurrence
Nuisance clean-ups:	\$50 per labor hour

AND BE IT FURTHER RESOLVED THAT:

The Mayor is authorized to sign and execute the Mowing and Nuisance Clean-Up Services Contract with Iowa Fence, Inc.

APPROVED, PASSED, AND ADOPTED this 15th day of March 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



Respondent Pricing					
Respondent	Mowing Less than One Acre	Mowing Over One Acre	Hand Clearing	Jefferson Ditch	Nuisance Abatement
Iowa Fence Inc.	\$50/per lot	\$50/hour	\$50/hour	\$3,400/occurrence	\$50/hour
Cemetery Preservation, LLC	\$65/per lot	\$85/hour	\$110/hour	\$3,750/occurrence	\$110/hour
J and J Mowing	\$45/per lot	\$100/hour	\$18/hour	\$4,000/occurrence	\$18/hour

Respondent Scoring						
Respondent	Completeness of RFP	Relevant Experience	Project Understanding	Project Requirements	Fees	Total
Iowa Fence Inc.	28	24	21	25	23	121
Cemetery Preservation, LLC	28	24	17	21	13	103
J and J Mowing	16	12	13	18	24	83



**PROPOSED BID FORM
CITY PROPERTY MOWING**

The undersigned has examined the Request for Proposals for City property mowing and agrees to furnish said service in accordance with those documents.

1. MOWING AND CUTTING OF WEEDS ON LOTS LESS THAN ONE ACRE IN SIZE

PRICE PER LOT: 50⁰⁰

2. MOWING AND CUTTING OF WEEDS ON LOTS ONE ACRE IN SIZE OR GREATER

PRICE PER HOUR: 50⁰⁰

3. MOWING AND CUTTING OF WEEDS ON LOTS WHERE HAND CLEARING OR OTHER MEANS IS NECESSARY

PRICE PER HOUR: 50⁰⁰

4. MOWING OF JEFFERSON PARK DRAINAGE DITCH

PRICE PER MOWING TOTAL DITCH PER OCCURRENCE: 3400⁰⁰

5. NUISANCE ABATEMENT CLEAN-UP

PRICE PER HOUR: 50⁰⁰

CONTRACTOR REFERENCE FORM

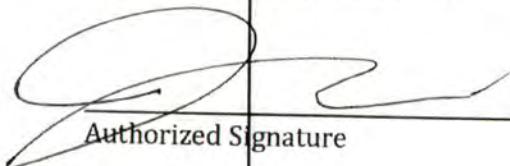
Contractor shall provide two client references currently or previously serviced by the Contractor.

Client Name	Phone Number	Address
<i>WIC Investments</i>	<i>515-450-0017 - Matt</i>	<i>Ames IA</i>
<i>Blue Oak Investments</i>	<i>515-440-8033</i>	<i>Des Moines, IA</i>

It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any informality in connection therewith, or to accept any proposal which in its opinion is to the best interest of the City. If my bid is accepted, the undersigned further agrees to enter into contract for said mowing services according to instructions as issued by the City and at the time requested. A certificate of insurance as shown in the specifications must be provided.

Town Force Inc
 Name of Company or Individual

2/18/22
 Date


 Authorized Signature

515-419-2251
 Phone Number

UP
 Title



IOWA FENCE INC

www.IowaFenceInc.com bids@iowafenceinc.com 515-419-2251
6750 Westown Parkway #200-112 West Des Moines, Iowa 50266

SITE MANAGEMENT DIVISION

Project: Mowing and Nuisance Clean-Up Services Ottumwa, IA

To Whom This May Concern,

Iowa Fence Inc:Site Management Division is a full service Green and White Site Management company committed to providing you with the best value possible. We strive to constantly exceed expectations by providing outstanding results in both product and service. With clients that range from Multifamily Developers, City and State Municipalities, Our dedicated team paired with the proper equipment, safety training and PPE provides an unmatched level of service, quality and customer service. Our employees bring a wealth of knowledge and combined experience that exceeds 25+ years.

We anticipate our Foreman Derick with his Mow Leader Matt to be the crew that would be completing the items in the proposal with multiple other employees helping depending on the season and needs of Derick.

Please see the attached list of equipment. While this is not an all inclusive list it does provide the basics of what we have available.

We appreciate the opportunity to provide a quote for your project

Regards,

Beth May CEO

Iowa Fence Inc

Iowa Fence Inc Equipment List

Green/White Base Truck/Trailer/Equipment	Green/White Accessories
2021 F250	w/ straight blade
2020 F250	w/ V blade
2005 F350 Flatbed	Spreader and Blade
2001 F350 Flatbed	Spreader and Blade
2002 Chevy 1500	w/ straight blade
2008 Chevy 2500	w/ straight blade
2005 F250	
2003 S10	
2018 Lamar 22' Equipment Trailer	
2020 Iron Bull 20' Equipment Trailer	
2012 PJ 20' Equipment Trailer	
2014 PJ 20' Equipment Trailer	
2016 H and H 20' Utility Ramp Trailer	
2016 H and H 20' Utility Ramp Trailer	
2014 20' Utility Ramp Trailer	
2018 Load Trail 16' Utility Trailer	
2020 Midsota 14' Utility Trailer	
2020 Big Tex 14' HD Dump Trailer	
2016 H and H 12' Enclosed	
2018 Doolittle 16' Enclosed	
2012 Haulmark 16' Enclosed Trailer	
John Deere 317G Track Skid loader	w/ Brush Cutter
John Deere 325G Track Skid loader	w/ Brush Cutter
John Deere 333G Track Skid loader	w/ Brush Cutter
John Deere 324G Wheeled Skid Loader	
John Deere 304H Wheel Loader	
Honda Fourtrax	w/ blade and spreader
Polaris Ranger	w/ blade and spreader
Toro Sidewalk Broom	
Toro Sidewalk Broom	
Areins Sidewalk Broom	
Toro Multiforce 60" Deck	w/ Blade, Broom
Toro Multiforce 60" Deck	w/ Blade, Broom
Toro Multiforce 52" Deck	w/ Blade, Broom
Toro Multiforce 52" Deck	w/ Blade, Broom
Toro Time Cutter 32" Deck	
John Deere Z950 72" Deck	
John Deere Z915 60" Deck	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/10/2021

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

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

PRODUCER The Insurance Station, Inc. 116 2nd St SE PO Box 219 Altoona IA 50009		CONTACT NAME: Kevin Corn PHONE (A/C, No, Ext): (515) 967-0489 FAX (A/C, No): (515) 967-2165 E-MAIL ADDRESS: kevin.corn@insurancestationinc.com	
INSURED Iowa Fence, Inc. 6750 Westown Pkwy Ste 200-112 West Des Moines IA 50266-7723		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Old Guard Insurance	NAIC # 17558
		INSURER B: Westfield Premier Ins Co	16450
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 Master **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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			160733T	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 CCCCL \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			160733T	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	160746F	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A				160733T	07/01/2021	07/01/2022	

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

CERTIFICATE HOLDER Copy for Bidding/Proof of Insurance Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

CONTRACT

WHEREAS, the City of Ottumwa issued a Request for Proposals ("RFP") on February 2, 2022, seeking a contractor to provide mowing and nuisance abatement clean-up services for the City through March 2026;

WHEREAS, Iowa Fence, Inc. submitted a proposal in response to the City's RFP and has been determined to be the winning proposer on this solicitation.

NOW, THEREFORE, the parties agree as follows:

This contract made and entered into in triplicate at Ottumwa, Iowa, this 15th day of March, 2022, by and between the CITY OF OTTUMWA, IOWA, hereinafter called the "OWNER" and IOWA FENCE, INC., hereinafter called the "CONTRACTOR". Said contract to be in effect for the 2022 mowing season. Contract shall commence April 1, 2022. The Contract will automatically renew for 4 additional 1-year periods unless either party gives a minimum of 30 days prior written notice before the anniversary date of each season. Such notice will be by Certified Mail.

WITNESSETH:

1. SERVICES TO BE PERFORMED: CONTRACTOR shall perform the following services for OWNER, and those other services as may be subsequently agreed to by mutual agreement of the parties:

The CONTRACTOR hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the terms of this contract consisting of: Mowing weed lots and other property retained by the OWNER as directed by the Director of Community Development as per specifications attached and made a part of this contract,

In the following location to wit:

City of Ottumwa, Iowa.

2. DAYS AND TIMES OF SERVICE: CONTRACTOR shall perform its services on days and times convenient to CONTRACTOR, unless and until OWNER notifies CONTRACTOR, whether verbally or in writing, of any limitations or requests on the specific day and time such services may or shall be performed. If the parties have already agreed to certain times/dates for services those dates are outlined here below:

DEADLINES FOR PERFORMANCE SHALL COMPLY WITH THE SCOPE OF WORK AND STANDARDS OF PERFORMANCE DESCRIBED IN THE FEBRUARY 2, 2022 REQUEST FOR PROPOSALS FOR CONTRACTUAL MOWING AND NUISANCE CLEAN-UP SERVICES

3. INSTRUMENTATIONS: CONTRACTOR shall be solely responsible for providing any instrumentations, equipment, supplies, vehicle, etc. necessary to accomplish the designated services listed in this Agreement, unless otherwise provided by OWNER.

4. COMPENSATION AND TERMS OF PAYMENT: CONTRACTOR shall bill OWNER monthly for services rendered in the prior thirty day period. OWNER shall make said payment to CONTRACTOR, at the address provided by CONTRACTOR, within 30 days of receipt of invoice from CONTRACTOR. Invoice shall include the date, time and location of each project, the unit cost for each project and photographs of each project.

Total prices set forth in the scope of services and defined in the Proposal are:

Mowing of lots less than one acre at,	\$50 per lot
Mowing of lots one acre or more at,	\$50 per labor hour
Cutting of weeds where hand work is necessary,	\$50 per labor hour
Mowing of Jefferson Park Drainage Ditch,	\$3,400 per occurrence
Nuisance abatement clean-ups.	\$50 per labor hour

5. GENERAL COMPLIANCE: In the conduct of the services contemplated hereunder, CONTRACTOR shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by OWNER and other governmental authorities with jurisdiction over the work. CONTRACTOR must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.

6. STANDARD OF CARE: Services provided by CONTRACTOR under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

7. INDEPENDENT CONTRACTOR RELATIONSHIP: The parties intend that this Agreement create an independent contractor relationship between them. OWNER is interested only in the end results achieved by the Services of CONTRACTOR and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the Services are completed is the responsibility of CONTRACTOR. CONTRACTOR is not an agent or employee of OWNER for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. CONTRACTOR accordingly waives any claim to any other payment or benefit of any kind, quantity or amount on account of performance, hereunder, except such payment as provided for in this Agreement. No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained, by OWNER on account of CONTRACTOR. CONTRACTOR is responsible for all withholding taxes, social security, unemployment, workers compensation and other taxes and insurance and shall hold OWNER harmless for any claim for the same.

8. PAYROLL OR EMPLOYMENT TAXES: No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to CONTRACTOR. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social

security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.

9. INDEMNIFICATION: CONTRACTOR shall indemnify and hold OWNER harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that OWNER may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by CONTRACTOR. If a suit, action, arbitration or other proceeding is instituted by OWNER in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, OWNER, as the prevailing party, shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by OWNER, including those incurred on appeal.

10. TERMINATION: This Agreement may be terminated by either party upon fourteen (14) days written notice, without penalty, should the other party fail to perform or otherwise breach its obligations under the Agreement. This Agreement may be terminated by OWNER, without cause and for its convenience upon thirty (30) days written notice to the CONTRACTOR. Additionally, this Agreement may be terminated at any time upon mutual written agreement of the parties. Upon termination, CONTRACTOR shall be compensated for all services performed prior to the date of termination.

11. INSURANCE:

A. CONTRACTOR shall provide evidence of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State of Iowa in the limits of at least \$1,000,000 each personal injury accident and/or death; \$1,000,000 general aggregate personal injury and/or death; and \$1,000,000 for each property damage accident. The evidence shall designate OWNER as an additional insured, and that it cannot be canceled or materially altered without giving OWNER at least thirty (30) days written notice by registered mail, return receipt requested. Waiver of subrogation in favor of OWNER is required.

B. CONTRACTOR shall also provide evidence of automobile liability coverage in the limits of at least \$1,000,000 bodily injury and property damage combined. The evidence shall designate OWNER as an additional insured, and that it cannot be cancelled or materially altered without giving OWNER at least thirty (30) days written notice by registered mail, return receipt requested. Waiver of subrogation in favor of OWNER is required.

C. CONTRACTOR shall provide Worker's Compensation coverage in accordance with State of Iowa statutes.

D. AGENTS AND SUBCONTRACTORS. CONTRACTOR shall require that any of its independent contractors, agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement meet the same insurance requirements as are required of CONTRACTOR.

E. Failure of CONTRACTOR to maintain any of the insurance coverages set forth above shall constitute a material breach of this Agreement.

12. COMPLIANCE WITH LAWS: CONTRACTOR agrees that during the term of this Agreement and as a condition of OWNER's duty to perform under the terms of this Agreement that CONTRACTOR will be in compliance with all applicable federal and state laws, rules and regulations and the policies of OWNER.

13. ASSIGNMENT: CONTRACTOR may not assign CONTRACTOR's rights or delegate CONTRACTOR's duties or obligations under this Agreement without the prior written consent of OWNER.

14. LIQUIDATED DAMAGES: It is mutually understood and agreed by and between the parties of this contract, that in signing this contract, that time is of the essence. In the event that the CONTRACTOR shall fail in the performance of the work specified and required to be performed within the period of time stipulated therefore, in the contract binding said parties, after due allowance for any extension of time which may be granted by the OWNER, the CONTRACTOR shall pay unto the OWNER, as stipulated, liquidated damages and not as a penalty, the sum stipulated therefore as being \$100.00 per each consecutive calendar day thereafter for each and every calendar day that the CONTRACTOR shall be in default.

Liquidated damages will be waived for any period of time by a time extension granted by the OWNER.

In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all Contractors under such contracts for any one day of delay in the final completion of the work, will not be greater than the approximate total of the damages sustained by the OWNER by reason of such delay in completion of the work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by, and in the judgment of the OWNER.

The OWNER shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said CONTRACTOR, to sue for and recover compensation for damages for non-performance of this contract at the time stipulated herein and provided for.

15. GOVERNING LAW: This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa and any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Wapello County, Iowa, unless otherwise agreed by the parties.

16. NOTICES: All notices given under this Agreement shall be in writing, made by certified mail or personal delivery to the parties hereto, at the following addresses:

OWNER:

105 E. 3rd St.
Ottumwa, IA 52501

CONTRACTOR:

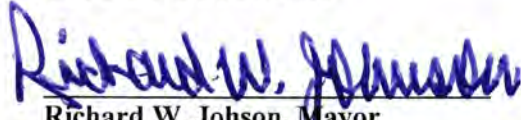
6750 Westown Parkway, #200-112
West Des Moines, IA 50266

The date of such notices will be deemed to be the date on which the notice is delivered, in the case of personal delivery, or the date on which the notice is delivered or attempted to be delivered as shown on the certified mail receipt, in the case of certified mail delivery.

EXHIBIT A

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

CITY OF OTTUMWA


Richard W. Johnson, Mayor

ATTEST:


Chris Reinhard, City Clerk



Contractor:

By: 

6750 Western Pkwy Ste 202-112
Address

West Des Moines IA 50266
City, State, Zip

515-419-2251
Phone Number

**RECEIVED WITH RFP
RESPONSE BY
FEBRUARY 18, 2022**

CONTRACTOR REFERENCE FORM

Contractor shall provide two client references currently or previously serviced by the Contractor.

Client Name	Phone Number	Address
DOUG-BRAD-ANDY MENARDS	641-680-7311	OTTUMWA MENARDS
MIKE HEFFERMAN	641-684-4606	OTTUMWA WATER

JODY GATES
 KEVIN FLANNAGAN

It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any informality in connection therewith, or to accept any proposal which in its opinion is to the best interest of the City. If my bid is accepted, the undersigned further agrees to enter into contract for said mowing services according to instructions as issued by the City and at the time requested. A certificate of insurance as shown in the specifications must be provided.

J and J mowing
 Name of Company or Individual

Donald T Jones
 Authorized Signature

2-16-22
 Date

641-799-7971
 Phone Number

OWNER
 Title

**PROPOSED BID FORM
CITY PROPERTY MOWING**

The undersigned has examined the Request for Proposals for City property mowing and agrees to furnish said service in accordance with those documents.

1. MOWING AND CUTTING OF WEEDS ON LOTS LESS THAN ONE ACRE IN SIZE

PRICE PER LOT: 45.00

2. MOWING AND CUTTING OF WEEDS ON LOTS ONE ACRE IN SIZE OR GREATER

PRICE PER HOUR: 100.00

3. MOWING AND CUTTING OF WEEDS ON LOTS WHERE HAND CLEARING OR OTHER MEANS IS NECESSARY

PRICE PER HOUR: 18.00

4. MOWING OF JEFFERSON PARK DRAINAGE DITCH

PRICE PER MOWING TOTAL DITCH PER OCCURRENCE: 4000.00

5. NUISANCE ABATEMENT CLEAN-UP

PRICE PER HOUR: 18.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/17/2022

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

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

PRODUCER

State Farm



Jim Camahan
522 Richmond Ave.
Ottumwa IA 52501

CONTACT NAME: Jim Camahan
PHONE (A/C, No, Ext): 6416823447 FAX (A/C, No): 6416823448
E-MAIL ADDRESS: jim.camahan.rfre@statefarm.com

INSURER(S) AFFORDING COVERAGE

INSURER A: State Farm Fire and Casualty Company NAIC # 25143
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED

Don Jones
DBA: J&J Mowing
19845 55th St
Ottumwa IA 52501

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES FER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		95-B8-U730-1	04/04/2012	02/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	95-B8-V021-8	02/18/2013	02/18/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

City Of Ottumwa
105 3rd St. East
Ottumwa IA 52501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RECEIVED
MARCH 9, 2022

Respondent Pricing					
Respondent	Mowing Less than One Acre	Mowing Over One Acre	Hand Clearing	Jefferson Ditch	Nuisance Abatement
Iowa Fence Inc.	\$50/per lot	\$50/hour	\$50/hour	\$3,400/occurrence	\$50/hour
Cemetery Preservation, LLC	\$65/per lot	\$85/hour	\$110/hour	\$3,750/occurrence	\$110/hour
J and J Mowing	\$45/per lot	\$100/hour	\$18/hour	\$4,000/occurrence	\$18/hour

Respondent Scoring						
Respondent	Completeness of RFP	Relevant Experience	Project Understanding	Project Requirements	Fees	Total
Iowa Fence Inc.	28	24	21	25	23	121
Cemetery Preservation, LLC	28	24	17	21	13	103
J and J Mowing	16	12	13	18	24	83

AS FOR MY LOWER SCORES HERE, I APOLOGIZE FOR NOT GETTING MY EXPERIENCE QUALIFICATIONS AND MY REFERENCES TURNED IN WITH THE BID. WE HOPE AND PRAY THAT YOU EXCEPT THESE PAPERS BEING LATE, AND THAT YOU ONCE AGAIN CONSIDER KEEPING J&J WITH THE CITY.


THANK YOU FOR YOUR TIME.
DONALD JONES
J&J mowing

J&J

Rents | Cleaning | Don Jones Construction | Mowing
641-226-7693 • 641-777-8218 • 641-799-7971

19845 55th Street, Ottumwa, IA 52501

INVOICE

Sold To	 Donald & Connie Jones 19845 55th St. Ottumwa, IA 52501-8593	Phone #	Date
Address			
City, State, Zip			

Ordered	Description	Price	Amount
	\$100/HOUR IN THE PAST 10 YEARS WE HAVE NEVER INVOICED PROPERTIES OR MOWED BY ACRE. ALL PROPERTIES ARE INVOICED BY LOT-PARCELS. IF A PROPERTY OWNER OWNS 4 LOTS, WE GO BY LOT PRICE \$45 AND \$15 RIGHT AWAY.		
	\$16/HOUR OUR BID OF \$18.00 HOUR IS BASED OFF OF THE WAGES WE PAY OUT TO OUR EMPLOYEES. "12-15"		
	JEFFERSON PARK DRAINAGE DITCH "2 MILES" WHAT CAN I SAY HERE, EVERY YEAR, EVERY MOW I TELL ALL MY PEOPLE "RESPECT THE DITCH". THIS HAS TO BE THE MOST HAZARDEST MOWING JOB. IN THE PAST 10 YEARS I HAVE BEEN FORTUNATE ENOUGH TO SERVICE ③ TRACTOR ROLL OVERTS. NUMEROUS TIMES BE STUCK IN THE MUD. AND NUMEROUS STITCHES OVER THE YEARS. YOU NEVER KNOW WHAT YOU ARE GOING TO FIND MOWING 6' TO 8' TALL WEEDS.		
	Equipment FOR THE JOB WE HAVE 8 JOHN DEERE MOWERS "COMMERCIAL". BOUGHT AND SERVICED HERE IN TOWN. THREE LIGHT DUTY TRACTORS FOR THE JEFFERSON PARK DITCH. TWO SKIDSTEER AND ONE EXCAVATOR AND A DUMP TRUCK FOR LARGER JOBS		

It is God himself who has made us what we are and given us new lives from Christ Jesus; and long ages ago he planned that we should spend these lives in helping others. - Ephesians 2:10 TLB

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 15, 2022

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 73-2022, RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH HOPKINS PROPERTIES LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 73-2022.

DISCUSSION: Hopkins Properties, LLC is proposing to construct a multi-tenant commercial strip center on Outlot 1 of the Wildwood Centre Subdivision. This is the outlot of the Koh's development. Construction is anticipated to cost \$2.15 million. To secure the financing for the project, the developer has requested that the City consider appropriate incentives which make use of tax increment the project would produce in the Wildwood/Highway

Source of Funds:

Budgeted Item: Budget Amendment Needed:

34 urban renewal area.

This resolution sets a public hearing to consider a development agreement to provide incentives for the project. The development agreement would include a minimum assessment agreement which would set the minimum assessed value of the minimum improvements at \$2.1 million. This would ensure that the tax increment is adequate to provide the requesting incentives. Those incentives include:

- An upfront economic development grant of \$75 thousand. The grant would be paid at the time the project is completed. This grant is a CIP project.
- A partial tax rebate for a period of eight years not to exceed \$475 thousand. The rebate schedule would return 100% of the capturable tax increment in years 1 and 2 and 80% of the increment in years 3 through 8. The 20% that is not rebated in this period would recover the \$75 thousand grant amount.

The upfront economic development grant is an approach the City has not regularly used in the past. The minimum assessment agreements helps to lower the risk as the grant is only paid at the time the project is complete and the minimum value of the improvements would be locked in for 8 years. Retail development provides direct secondary revenue benefits to offset the revenue used for the rebate, especially local option sales tax.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

March 15, 2022

5:30 P.M.

Wildwood Drive/Highway 34 Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with Hopkins Properties LLC.

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.

March 15, 2022

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

Russ Hull, Sandra Pope, Marc Roe, Doug McAntire

Absent: Cara Galloway

Vacant: None

* * * * *

Council Member Roe then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH HOPKINS PROPERTIES LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Hull seconded the motion to adopt. The roll was called, and the vote was:

AYES: Hull, Pope, Roe, McAntire

Absent: Galloway

NAYS: _____

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

RESOLUTION NO. 73-2022

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH HOPKINS PROPERTIES LLC, AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. 124-2011, adopted August 2, 2011, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Wildwood Drive/Highway 34 Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Wildwood Drive/Highway 34 Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and

WHEREAS, the Plan is proposed to be amended by an Amendment No. 1, planned for the Council's consideration on April 5, 2022; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Hopkins Properties LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of a 10,000 square foot, single story, multi-tenant commercial building, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement proposes that the City will make a one-time "Construction Completion Grant" payment to Developer in the amount of \$75,000 upon completion of the Minimum Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to eight (8) consecutive annual payments of Economic Development Grants to Developer consisting of a percentage of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements (the percentage being 100% for the first two annual payments and being 80% for the remaining annual payments); the cumulative total for all such payments not to exceed the lesser of \$475,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$2,100,000; and

WHEREAS, the Agreement further requires the Developer to use commercially reasonable efforts to rent the Minimum Improvements to a commercial enterprise that employs employees therein, and provides that a 12-month vacancy in the Minimum Improvements may constitute a default under terms and conditions of the Agreement; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at 5:30 P.M. on April 5, 2022, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with Hopkins Properties LLC.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF OTTUMWA IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH HOPKINS
PROPERTIES LLC, AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on April 5, 2022, at 5:30 P.M. in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Hopkins Properties LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Wildwood Drive/Highway 34 Urban Renewal Area as defined and legally described in the Agreement, consisting of the construction of a 10,000 square foot, single story, multi-tenant commercial building, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement requires the Developer to use commercially reasonable efforts to rent the Minimum Improvements to a commercial enterprise that employs employees therein, and provides that a 12-month vacancy in the Minimum Improvements may constitute a default under terms and conditions of the Agreement.

The Agreement proposes that the City will make a one-time "Construction Completion Grant" payment to Developer in the amount of \$75,000 upon completion of the Minimum Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement would further obligate the City to make up to eight (8) consecutive annual payments of Economic Development Grants to Developer consisting of a percentage of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements (the percentage being 100% for the first two annual payments and being 80% for the remaining annual payments). The cumulative total for all such payments is not to exceed the lesser of \$475,000, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$2,100,000.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Ottumwa, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any

adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Ottumwa in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this 15th day of March, 2022.

Christina Reinhard
City Clerk, City of Ottumwa in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 15th day of March, 2022.



Mayor

ATTEST:



City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 15th day of March, 2022.

Christa Reinhard

City Clerk, City of Ottumwa, State of Iowa

(SEAL)

02013870-1\16981-174

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 15, 2022

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 78-2022: A RESOLUTION AUTHORIZING THE MAYOR TO SIGN GRANT ADMINISTRATION SERVICES AND DESIGN SERVICES CONTRACTS FOR THE IOWA ECONOMIC DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FACADE GRANT

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION NO. 78-2022

DISCUSSION: The City of Ottumwa was awarded up to \$250 thousand for the Market St. Covid Relief Facade Program Community Development Block Grant. This resolution authorizes the Mayor to sign and execute the grant administration contract with Area 15 Regional Planning and design services contract with Curtis Architecture. Area 15 has certified CDBG grant administrators who have assisted in administering previous CDBG

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

grants. Curtis Architecture prepared the pre-application design materials.

The City's costs for this program will come from existing downtown development program funding. Building owners will also contribute a share.

RESOLUTION NO. 78-2022

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN GRANT ADMINISTRATION SERVICES AND DESIGN SERVICES CONTRACTS FOR THE IOWA ECONOMIC DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) FACADE GRANT

WHEREAS, the City of Ottumwa has received an Iowa Economic Development Authority Community Development Block Grant (CDBG-CV) Facade Grant for the Market Street Covid Relief Facade Program; and

WHEREAS, Area 15 Regional Planning Commission provides certified CDBG grant administration services; and

WHEREAS, Curtis Architecture and Design provided the pre-application design work for the Market Street Covid Relief Facade Program;

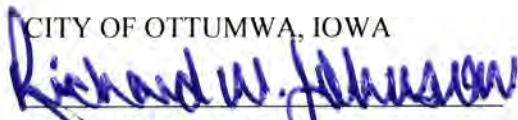
NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT:

The Mayor is authorized to sign and execute the Contract for CDBG Administration Services with Area 15 Regional Planning Commission;

AND BE IT FURTHER RESOLVED THAT:

The Mayor is authorized to sign and execute the Standard Form of Agreement between Owner and Architect for Design Services.

APPROVED, PASSED, AND ADOPTED this 15th day of March 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

CONTRACT FOR CDBG ADMINISTRATION SERVICES

This contract for technical assistance has been agreed to by and between **the City of Ottumwa**, hereinafter referred to as the **City**, and the **Area 15 Regional Planning Commission**, hereinafter referred to as the **RPC**.

WHEREAS, the Iowa Economic Development Authority (IEDA) has awarded Community Development Block Grant (CDBG) **No. 20-CVN-024** to the City for commercial façade improvements to properties on North Market Street in downtown Ottumwa; and

WHEREAS, the City wishes to contract with the RPC to provide the grant administration services necessary to administer this grant program;

NOW, THEREFORE, BE IT RESOLVED that the parties do mutually agree as follows:

- A. TECHNICAL ASSISTANCE STAFF.** The RPC represents that it has, or shall acquire, all personnel necessary to perform the services described in the Scope of Services.
- B. SCOPE OF SERVICES.** The RPC shall provide the City with the following services:
1. Compliance with all Federal requirements including, but not limited to: Procurement, Civil Rights and Fair Housing, Labor Standards, Contract Provisions, Project Construction Sign Requirements, Site and Easement Acquisition and Relocation Procedure, Environmental Review, and Financial Management.
 2. Submission of all required reports including requests for funds, Section 3, and performance reports.
 3. All normally conducted coordination and administration of funded activities under the CDBG program.
 4. This scope of services does not include specialized outside services that may be required to complete the project or meet state and federal compliance, including but not limited to accounting, archeological, engineering, and legal.
- C. ASSURANCES.** The City and RPC shall comply with the following laws and regulations:

ALL CONTRACTS

1. Access and Maintenance of Records

The RPC must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the RPC shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The RPC must comply with the following laws and regulations:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- b. Title VIII of the Civil Rights Act of 1968, as amended.
Fair Housing Act.
- c. Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing.
- d. Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- e. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- f. The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- g. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- h. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3. Section 3 Clause

All Section 3 covered contracts shall include the following clause, referred to as the Section 3 clause:

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects

covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- c. The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- e. The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.
- f. The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- g. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- h. The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- i. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- j. The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.

- k. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

4. Certification regarding government-wide restriction on lobbying.

"The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

5. Lead-Safe Housing Regulations (As applicable)

24 CFR Part 35 et. al.

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Standards and Policies Relating to Energy Efficiency

Pub. L. 94-163, 89 Stat. 871

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

7. **Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting**

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- D. COMPENSATION.** The RPC shall provide the technical assistance described in the Scope of Services for a total contract of not to exceed Twenty Thousand dollars (\$20,000); services will be charged on an actual cost rate. The City shall reimburse the RPC no later than thirty (30) days after receipt of invoice for services, unless other terms are agreed to by both parties and attached to this contract.
- E. CONTRACT DURATION.** This contract shall be in effect from February 16, 2022, through the end of the project as determined by the Iowa Economic Development Authority.
- F. TERMINATION OR ABANDONMENT OF PROJECT.** The City and/or the RPC shall have the right to terminate this contract upon sixty (60) days written notice. Upon cancellation, the City will be responsible only for those costs incurred by the RPC to the date of termination.
- G. INDEMNIFICATION.** The City shall hold the RPC, its officers, employees, affiliates and subcontractors, harmless from any and all claims losses, damages or liability whatsoever resulting from or arising out of this contract or the project to which it pertains.

Agreed to this _____ day of _____, 2022

CITY OF OTTUMWA, IOWA

AREA 15 REGIONAL PLANNING COMMISSION

By: Richard W. Johnson
Richard W. Johnson, Mayor

By: _____
Michael Hadley, Chairperson

Attest: Christina Reinhard
Christina Reinhard, City Clerk

AIA[®] Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 15th day of March in the year 2022.
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Ottumwa
City Hall
Ottumwa, Iowa 52501
Contact – Zach Simonson

and the Architect:
(Name, legal status, address and other information)

Curtis Architecture & Design PC
3408 Woodland Ave. suite 302
West Des Moines, Iowa 50266
Contact – Rodney Curtis, AIA

for the following Project:
(Name, location and detailed description)

Independence Facades 2 - Covid Award
Ottumwa North Market Street Façade Project – COVID CDBG Award The Ottumwa North Market Street façade project (CDBG-CV) is located in downtown Ottumwa, Iowa. Professional services include design, construction drawings, specifications, bidding, and project observation for 3 buildings (2 owners) / 5 addresses (5 facades). Curtis Architecture will attend (as needed) meetings with building owners, IEDA, Iowa State Historic Preservation Office, Area 15 RPC and the City of Ottumwa. Prior designs and cost estimates used for the pre-award/application phase will be used for continuing the scope of work under this contract.

Properties under this scope of work –
- 105 N. Market St.
- 107 N. Market St. (including the north side façade)
- 116 N. Market St. (including 114 and 118 N. Market St. addresses)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Full Architectural services for multiple building façade improvements based on CDBG award requirements

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

General – Two sides of North Market Street in the downtown district. Improvements will be façade upgrades per grant award.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Cost projection = \$375,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

April 2022

.2 Construction commencement date:

Early Summer 2022

.3 Substantial Completion date or dates:

Late Fall 2022

.4 Other milestone dates:

Project must be completed by May 31, 2023

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Zach Simonson
City Hall
Ottumwa Iowa 50277
641 683-0694
simonsonz@ottumwa.us

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Rodney L. Curtis, AIA
3408 Woodland Ave. #302
West Des Moines, Iowa 50266
641 660-9625
rod.curtis@curtisarchitecture.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Overall building Structural Engineering will be contracted separately via an amendment to this contract with the City of Ottumwa if additional facade specific engineering is required during construction. Retaining engineering services will be an additional fee, as needed.

.2 Mechanical Engineer:

N/A

.3 Electrical Engineer:

N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

Init.

Mortar Testing – Architectural Conservator David Arbogast; Davenport, Iowa

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000.00) for each occurrence and Four Million (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Hundred Fifty Thousand (\$ 250,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand (\$ 100,000.00) each accident, One Hundred Thousand (\$ 100,000.00) each employee, and Five Hundred Thousand (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article . Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s

Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

Init.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Architect in base fee
§ 4.1.1.3 Measured drawings	Architect in base fee
§ 4.1.1.4 Existing facilities surveys	Architect per CDBG
§ 4.1.1.5 Site evaluation and planning	Architect in base fee
§ 4.1.1.6 Building Information Model management responsibilities	3d Modeling via Sketch-Up
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Not Provided

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.9 Landscape design	Not Provided
§ 4.1.1.10 Architectural interior design	Not Provided
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Architect in base fee
§ 4.1.1.14 Conformed documents for construction	Architect in base fee
§ 4.1.1.15 As-designed record drawings	Architect per CDBG
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Not Provided
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Architect per CDBG
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Mortar testing by Architect
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.1.2 – Multiple Preliminary Designs have already been completed in Phase I. Minor Changes will be accepted.

4.1.1.3 Existing building measurement will be provided.

4.1.1.4 Surveys required by CDBG will be provided.

4.1.1.5 Site Evaluation based on Façade improvement requirements will be conducted.

4.1.1.6 3D building renderings for design intent only will be provided. This is not a fully usable BIM model for construction or subcontracting information.

4.1.1.13 Curtis Architecture will perform onsite observation services during construction.

4.1.1.14 All addendum items will be provided with the overall final set of construction drawings.

4.1.1.15 Final set(s) of bid documents will be provided to all owners.

4.1.1.27 Historic preservation per CDBG award requirements. This is not a full SHPO office approval process.

4.1.1.29 Curtis Architecture will provide mortar sample collection and testing for additional fee set in section 11.4

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

Init.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

None

§ 4.1.3 If the Owner identified a Sustainable Objective in Article I, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

Init.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Fifteen (15) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Sixteen (16) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

Init.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Amount due based on scope of work completed.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

The balance due plus 50% through the date of termination based upon work completed as detailed in section 11.5

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

Init.

the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)
\$45,000.00 Not to exceed, plus \$1,000.00 per mortar test (\$3,000.00) = \$48,000.00
- .2 Percentage Basis
(Insert percentage value)
N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

none

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

none

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

\$1,000 per mortar sample taken and tested (\$3,000.00). City mechanical lift assistance will provide better mortar testing.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Five	percent (	5	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Forty Five	percent (	45	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Standard hourly rates

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5% monthly %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

Required CDBG Contract Provisions

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

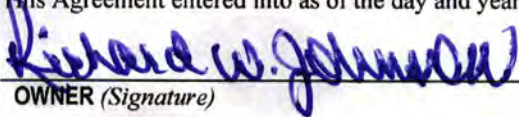
[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

CDBG "Required Contract Language" document. See attached (6 pages)

This Agreement entered into as of the day and year first written above


OWNER (Signature)

Mayor Rick Johnson
(Printed name and title)


ARCHITECT (Signature)

Rodney L. Curtis
(Printed name, title, and license number, if required)

Additions and Deletions Report for **AIA® Document B101™ – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:59:00 ET on 03/14/2022.

PAGE 1

AGREEMENT made as of the 15th day of March in the year 2022

...

City of Ottumwa
City Hall
Ottumwa, Iowa 52501
Contact – Zach Simonson

...

Curtis Architecture & Design PC
3408 Woodland Ave. suite 302
West Des Moines, Iowa 50266
Contact – Rodney Curtis, AIA

...

(Name, location and detailed description)

Independence Facades 2 - Covid Award
Ottumwa North Market Street Façade Project – COVID CDBG Award The Ottumwa North Market Street façade project (CDBG-CV) is located in downtown
Ottumwa, Iowa. Professional services include design, construction drawings,
specifications, bidding, and project observation for 3 buildings (2 owners) / 5 addresses
(5 facades). Curtis Architecture will attend (as needed) meetings with building owners,
IEDA, Iowa State Historic Preservation Office, Area 15 RPC and the City of Ottumwa.
Prior designs and cost estimates used for the pre-award/application phase will be used
for continuing the scope of work under this contract.

Properties under this scope of work –
- 105 N. Market St.
- 107 N. Market St. (including the north side façade)
- 116 N. Market St. (including 114 and 118 N. Market St. addresses)

PAGE 2

Full Architectural services for multiple building façade improvements based on CDBG award requirements

...

General – Two sides of North Market Street in the downtown district. Improvements will be façade upgrades per grant award.

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User Notes:

(1665492601)

...

Cost projection = \$375,000.00

PAGE 3

April 2022

...

Early Summer 2022

...

Late Fall 2022

...

Project must be completed by May 31, 2023

...

Competitive Bid

...

N/A

...

Zach Simonson
City Hall
Ottumwa Iowa 50277
641 683-0694
simonsonz@ottumwa.us

...

N/A

PAGE 4

N/A

...

Rodney L. Curtis, AIA
3408 Woodland Ave. #302
West Des Moines, Iowa 50266
641 660-9625
rod.curtis@curtisarchitecture.com

...

Overall building Structural Engineering will be contracted separately via an amendment to this contract with the City of Ottumwa if additional facade specific engineering is required during construction. Retaining engineering services will be an additional fee, as needed.

N/A

N/A

PAGE 5

Mortar Testing – Architectural Conservator David Arbogast; Davenport, Iowa

§ 2.5.1 Commercial General Liability with policy limits of not less than Two Million (\$ 2,000,000.00) for each occurrence and Four Million (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Hundred Fifty Thousand (\$ 250,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One Hundred Thousand (\$ 100,000.00) each accident, One Hundred Thousand (\$ 100,000.00) each employee, and Five Hundred Thousand (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million (\$ 1,000,000.00) per claim and One Million (\$ 1,000,000.00) in the aggregate.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 ~~and include usual and customary structural, mechanical, and electrical engineering services.~~ Services not set forth in this Article 3 are Supplemental or Additional Services.

PAGE 11

§ 4.1.1.1	Programming	<u>Not Provided</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect in base fee</u>
§ 4.1.1.3	Measured drawings	<u>Architect in base fee</u>
§ 4.1.1.4	Existing facilities surveys	<u>Architect per CDBG</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect in base fee</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>3d Modeling via Sketch-Up</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8	Civil engineering	<u>Not Provided</u>
§ 4.1.1.9	Landscape design	<u>Not Provided</u>
§ 4.1.1.10	Architectural interior design	<u>Not Provided</u>
§ 4.1.1.11	Value analysis	<u>Not Provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13	On-site project representation	<u>Architect in base fee</u>
§ 4.1.1.14	Conformed documents for construction	<u>Architect in base fee</u>

§ 4.1.1.15	As-designed record drawings	Architect per CDBG
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Not Provided
§ 4.1.1.22	Security evaluation and planning	Not Provided
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Architect per CDBG
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29	Other services provided by specialty Consultants	Mortar testing by Architect

PAGE 12

4.1.1.2 – Multiple Preliminary Designs have already been completed in Phase I. Minor Changes will be accepted.

4.1.1.3 Existing building measurement will be provided.

4.1.1.4 Surveys required by CDBG will be provided.

4.1.1.5 Site Evaluation based on Façade improvement requirements will be conducted.

4.1.1.6 3D building renderings for design intent only will be provided. This is not a fully usable BIM model for construction or subcontracting information.

4.1.1.13 Curtis Architecture will perform onsite observation services during construction.

4.1.1.14 All addendum items will be provided with the overall final set of construction drawings.

4.1.1.15 Final set(s) of bid documents will be provided to all owners.

4.1.1.27 Historic preservation per CDBG award requirements. This is not a full SHPO office approval process.

4.1.1.29 Curtis Architecture will provide mortar sample collection and testing for additional fee set in section 11.4

PAGE 13

None

PAGE 14

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Fifteen (15) visits to the site by the Architect during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Sixteen (16) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

Litigation in a court of competent jurisdiction

PAGE 19

Amount due based on scope of work completed.

...

The balance due plus 50% through the date of termination based upon work completed as detailed in section 11.5

PAGE 20

\$45,000.00 Not to exceed, plus \$1,000.00 per mortar test (\$3,000.00) = \$48,000.00

...

N/A () % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

PAGE 21

none

...

none

...

\$1,000 per mortar sample taken and tested (\$3,000.00). City mechanical lift assistance will provide better mortar testing.

...

Schematic Design Phase	<u>Five</u>	percent (	<u>5</u>	%)
Design Development Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Construction Documents Phase	<u>Forty Five</u>	percent (	<u>45</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)

...

Standard hourly rates

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5% monthly %

PAGE 23

Required CDBG Contract Provisions

...

N/A

...

[N/A] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

...

CDBG "Required Contract Language" document. See attached (6 pages)

...

Mayor Rick Johnson

Rodney L. Curtis

Required CDBG Contract Language
(Conformed to 2021 IEDA CDBG Management Guide)

ALL CONTRACTS

All project contracts and subcontracts shall contain at a minimum the following provisions, as appropriate:

1. Access and Maintenance of Records

- (a) The contractor must maintain all required records for three years after final payments are made and all other pending matters are closed.
- (b) At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

2. Civil Rights

The Contractor must comply with the following laws and regulations:

- (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.
- (b) Title VIII of the Civil Rights Act of 1968, as amended.
Fair Housing Act.
- (c) Federal Executive Order 11063, as amended by Executive Order 12259.
Equal Opportunity Housing.
- (d) Iowa Civil Rights Act of 1965.
This Act mirrors the Federal Civil Rights Act.
- (e) Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309).
Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.
- (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)
Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- (g) Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794).
Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.
- (h) Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)
Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

- (i) Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Provides to the greatest extent feasible, that training and employment opportunities be made available to lower-income residents of project areas and that contracts be awarded to small businesses located within the project area or owned in substantial part by project area residents.

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (3) The contractor agrees to post copies of a notice advising workers of the Contractor's commitments under Section 3 in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (4) The contractor agrees to provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses.
- (5) The contractor agrees to employ, to the greatest extent feasible, Section 3 workers or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical Section 3 worker hours goals, despite its efforts to comply with the provisions of this clause.
- (6) The contractor agrees to maintain records documenting Section 3 Workers that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.
- (7) The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses located in the project area.
- (8) The contractor agrees to include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (9) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- (10) The contractor will certify that they have followed prioritization of effort in 24 CFR part 75.19 for all employment and training opportunities. The contractor will further certify that it meets or exceeds the applicable Section 3 benchmarks, defined in 24 CFR Part 75.23, and if not, shall describe in detail the qualitative efforts it has taken to pursue low- and very low-income persons for economic opportunities.
- (11) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

3. Termination Clause

All contracts utilizing CDBG funds must contain a termination clause that specifies the following:

- (a) Under what conditions the clause may be imposed.
- (b) The form the termination notice must take (i.e. certified letter).
- (c) The time frame required between notice of termination and its effective date.
- (d) The method used to compute the final payment(s) to the contractor.

See Article 9 of AIA Document B101.

4. Certification regarding government-wide restriction on lobbying.

All contracts must contain the following certification concerning restriction of lobbying:

- (a) The Contractor certifies, to the best of their knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
 - (3) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Lead-Safe Housing Regulations – 24 CFR Part 35, et. al. (As applicable)

Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Properties and Housing Receiving Federal Assistance, Final Rule

6. Recycled Materials

The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) — Recycled Product and Content which states:

- (a) When appropriate, specifications shall include requirements for the use of recovered materials and products.
- (b) The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

7. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

ALL CONTRACTS IN EXCESS OF \$10,000

In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

8. During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in E.O. No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance:

Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ALL CONTRACTS IN EXCESS OF \$100,000

9. Clean Air and Water Acts Apply:

- (a) Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).
- (b) Section 508 of the Clean Water Act (33 U.S.C. 1368).
- (c) Executive Order 11738. *Providing administration of the Clean Air and Water Acts*

10. Clean Air and Water Acts Required Clauses

This clause is required in all third-party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

- (a) During the performance of this contract, the CONTRACTOR agrees as follows:
 - (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
 - (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - (3) The CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
 - (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

ALL CONSTRUCTION CONTRACTS IN EXCESS OF \$2,000

In addition to the preceding provisions, all construction contracts in excess of \$2,000 must include, verbatim, the Federal Labor Standards Provisions identified below and found in Appendix 2 of the IEDA CDBG Management Guide. [Housing rehabilitation contracts of less than 8 units are excluded from this requirement.]

11. Federal Labor Standards Provisions

- (a) Davis-Bacon and Related Acts.
- (b) Contract Work Hours and Safety Standard Act.
- (c) Copeland Anti-kickback Act.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:59:00 ET on 03/14/2022 under Order No. 2114300362 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 15, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 79-2022: A RESOLUTION ADOPTING THE IOWA
ECONOMIC DEVELOPMENT AUTHORITY COMMUNITY
DEVELOPMENT BLOCK GRANT POLICY PACKET

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION NO. 79-2022

DISCUSSION: In order to participated in Iowa Economic Development Authority
Community Development Block Grant Programs such as the CDBG CV
Facade and Food Assistance Programs we are currently involved in,
communities must adopt a packet of certain policies. This resolution
adopts those policies.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Versions of these policies have already been adopted for previous CDBG programs but language has been adjusted and tweaked over time. This updates our policies so that we can continue to pursue these grants. Policies adopted by this resolution are:

1. Residential Anti-Displacement and Relocation Assistance Plan,
2. Fair Housing Strategies,
3. Citizen Participation Requirements,
4. Procurement Policy,
5. Code of Conduct,
6. Prohibition on the Use of Excessive Force,
7. Equal Opportunity Policy Statement.

RESOLUTION NO. 79-2022

**A RESOLUTION ADOPTING THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
COMMUNITY DEVELOPMENT BLOCK GRANT POLICY PACKET**

WHEREAS, the Iowa Economic Development Authority requires communities to adopt certain policies in order to participate in the Community Development Block Grant Program; and

WHEREAS, the Community Development Block Grant Program has provided significant financial assistance to projects throughout the City of Ottumwa; and

WHEREAS, the required policies include the following:

1. Residential Anti-Displacement and Relocation Assistance Plan,
2. Fair Housing Strategies,
3. Citizen Participation Requirements,
4. Procurement Policy,
5. Code of Conduct,
6. Prohibition on the Use of Excessive Force,
7. Equal Opportunity Policy Statement; and

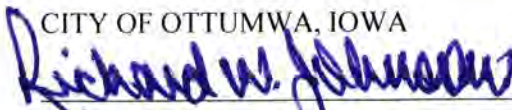
WHEREAS, each of these policies have been previously adopted for other Community Development Block Grant Programs but have been revised and modified over time;

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


The Community Development Block Grant Policy Packet be approved and adopted including the following policies:

1. Residential Anti-Displacement and Relocation Assistance Plan,
2. Fair Housing Strategies,
3. Citizen Participation Requirements,
4. Procurement Policy,
5. Code of Conduct,
6. Prohibition on the Use of Excessive Force,
7. Equal Opportunity Policy Statement.

APPROVED, PASSED, AND ADOPTED this 15th day of March 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



02/23/2022

City of Ottumwa
Attn: Zach Simonson
105 E. Third St.
Ottumwa, IA 52501

RE: Required Policies for CDBG Projects (Update)

Zach:

Please find enclosed a set of policies which are required for the City of Ottumwa to adopt as the recipient of a Community Development Block Grant (CDBG). The City has adopted each of the seven listed policies previously as a condition of other CDBGs; however, the Iowa Economic Development Authority (IEDA) has revised most of them slightly over time to comply with the federal regulations that govern the use of CDBG funds.

The policies are listed as follows:

1. Residential Anti-Displacement and Relocation Assistance Plan
2. Fair Housing Strategies
3. Citizen Participation Requirements
4. Procurement Policy
5. Code of Conduct
6. Prohibition on the Use of Excessive Force
7. Equal Opportunity Policy Statement

Please review and approve the remainder of these policies at the next available city council meeting. You may approve these enclosed policies as a part of one motion, if desired. Please be sure to note the name of each policy within the minutes of the council meeting and/or on the resolution. Once approved, please have the mayor sign all forms, and post in an area available for public viewing, where required. Please return one copy of all signed policies to me for the file.

Sincerely,



Bradley J. Grefe
Senior Planner

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

This Residential Anti-displacement and Relocation Assistance Plan (RARAP) is prepared by the City of Ottumwa in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG-assisted projects.¹

Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, the City of Ottumwa will take one or more of the following steps to minimize the direct and indirect displacement of persons from their homes:

1. Coordinate code enforcement with rehabilitation and housing assistance programs.
2. Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
3. Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first.
4. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
5. Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
6. Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative.
7. Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalizing areas.
8. Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.
9. Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
10. If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units" (as defined in 24 CFR 42.305).
11. Target only those properties deemed essential to the need or success of the project.

Relocation Assistance to Displaced Persons

The City of Ottumwa will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

One-for-One Replacement of Lower-Income Dwelling Units

The City of Ottumwa will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program in accordance with 24 CFR 42.375.

Before entering into a contract committing to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the City of Ottumwa will make public by publication in the *Ottumwa Courier* and submit to HUD [via IEDA] the following information in writing:

¹ CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. NOTE: See also 24 CFR 42.375(d).
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the City of Ottumwa will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

Replacement not Required Based on Unit Availability

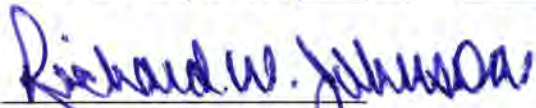
Under 24 CFR 42.375(d), the City of Ottumwa may submit a request to IEDA for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

Contacts

The Mayor of the City of Ottumwa—who may be contacted at (641) 683-0600—is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

The Mayor of the City of Ottumwa is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Passed and adopted this 15th day of March, 2022.


 Richard W. Johnson, Mayor

ATTEST


 Christina Reinhard, City Clerk

FAIR HOUSING STRATEGIES **FOR COMMUNITIES PARTICIPATING IN THE CDBG PROGRAM**

PURPOSE

In order to ensure that grantees are fulfilling their requirement to affirmatively further fair housing, all units of local government applying for and receiving Community Development Block Grant (CDBG) funds from the State must document how they are meeting their fair housing obligations.

APPLICATION

A unit of local government can participate in the State's CDBG Program by agreeing to implement at least two mandatory actions and at least one elective activity appropriate to the conditions and needs in its area. The selected elective activities are of the local government's choice chosen from the list below. All grantees receiving CDBG funds through the State must complete the two mandatory strategies and at least one elective strategy regardless of whether they are using CDBG funds for housing activities.

MANDATORY ACTIVITIES TO PROMOTE FAIR HOUSING

Communities receiving CDBG funds must complete and implement the following during the CDBG contract period:

1. Advertise, publicize, and pass an affirmative fair housing policy that will certify that the local government adheres to the requirements of the federal Fair Housing Act and the Iowa Civil Rights Act of 1965, and
2. Identify and publish the name and contact information of a Discrimination Complaint Officer within the agency or jurisdiction for any housing-related bias or discrimination complaint, and
3. Refer housing discrimination complaints and assist in filing complaints with the Iowa Civil Rights Commission, the U.S. Department of Housing & Urban Development, or a local civil rights commission.

The implementation of the mandatory strategies must be carried out each year for which the jurisdiction has received HUD funds through IEDA. This may be achieved through the posting of the information in a conspicuous public place and/or publication in a local newspaper of general circulation.

ELECTIVE ACTIVITIES TO PROMOTE FAIR HOUSING

Communities receiving CDBG funds must also complete and implement one of the following activities during the contract period:

1. Advertise the availability of housing and related assistance to population groups that are least likely to apply through various forms of media (i.e. radio stations, posters, flyers, newspapers) in English and other languages spoken by eligible families within the project service area.
2. Include a flyer about fair housing in a local utility or tax bill and send it to every household in the municipality.
3. Have the Responsible Entity staff attend a fair housing training or conference.
4. Organize a local letter writing campaign to local legislators and/or local government about the need to fund and support fair housing programs.
5. Sponsor trainings for realtors, bankers, landlords, homebuyers, tenants, public housing authority and other city/town employees to educate them on their fair housing rights and responsibilities. This activity **MUST** be done in collaboration with the Iowa Civil Rights Commission or a local civil rights commission.
6. Provide training/educational programs about fair housing for financial, real estate, and property management professionals at local firms, including their obligations to comply with the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (this can be done by partnering with a bank, board of realtors association, or other local group and helping to sponsor a program taught by a qualified entity such as ICRC).

7. Conduct meetings with advocacy groups for members of the protected classes (i.e. persons with disabilities, immigrants, refugees, etc.) on the availability of affordable and accessible housing and determine housing needs to plan future projects.
8. Establish and/or fund fair housing organizations in areas where there are no such organizations.
9. Conduct fair housing testing to ensure that local housing providers and/or lenders do not discriminate (fair housing testing must be conducted by a HUD-certified fair housing agency).
10. Assist Housing Choice Voucher program participants to help locate and secure housing outside of racially concentrated areas of poverty (RCAPs) or near-RCAPs.
11. Conduct outreach to housing providers and housing developers to discuss affordable and accessible housing needs in RCAPs and near-RCAPs.
12. Evaluate the local zoning ordinance against the fair housing benchmarks identified in this AI, using the Zoning Risk Assessment Tool. Evaluate the need for amendments to the zoning ordinance and make them.
13. Organize a tester recruitment event in collaboration with the Iowa Civil Rights Commission to help document instances of housing discrimination.

PUBLIC NOTICE
AFFIRMATIVE FAIR HOUSING POLICY

This notice is published pursuant to the requirements of Executive Order 11063 on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with federal assistance, and with Title VIII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in the provision of housing because of race, color, creed, religion, sex, national origin, disability or familial status.

The City of Ottumwa, Iowa, advises the public that it will administer its assisted programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing and the provision of brokerage services.

The City of Ottumwa shall assist individuals who believe they have been subject to discrimination in housing through the resources of the Iowa Civil Rights Commission or the U.S. Department of Housing and Urban Development.

The City of Ottumwa has designated the following office as the contact to coordinate efforts to comply with this policy. Inquiries should be directed to:



OFFICE: Area 15 Regional Planning Commission
 ADDRESS: 224 E. 2nd St.
 CITY/STATE/ZIP: Ottumwa, IA 52501
 PHONE NUMBER: (641) 684-6551
 HOURS: Monday-Friday from 8:00 AM - 4:30 PM

Passed and adopted this 15 day of March, 2022.

ATTEST


 Richard W. Johnson, Mayor


 Christina Reinhard, City Clerk

CITIZEN PARTICIPATION REQUIREMENTS

To comply with the participation requirements of Section 508 of the Housing and Community Development Act of 1987, the City of Ottumwa must do the following:

- 1) Conduct at least one public hearing on the activities proposed in each application and at least one public hearing on the status of funded activities for each funded project.
 - (a) The application hearing must include a review of:
 - i. how the need for the proposed activities was identified,
 - ii. how the proposed activities will be funded and sources of funds,
 - iii. the date application will be submitted,
 - iv. requested amount of federal funds,
 - v. estimated portion of federal funds that will benefit persons of low and moderate income,
 - vi. where the proposed activities will be conducted,
 - vii. plans to minimize displacement of persons and businesses as a result of funded activities,
 - viii. plans to assist persons actually displaced and
 - ix. the nature of the proposed activities.
 - (b) The hearing on the status of funded activities must include a review of:
 - i. a general description of accomplishments to date,
 - ii. a summary of expenditures to date,
 - iii. a general description of remaining work, and
 - iv. a general description of changes made to the project budget, performance targets, activity schedules, project scope, location, objectives or beneficiaries.
- 2) Publish hearing notices in a manner consistent with requirements of Iowa Code, Section 362.3.
- 3) Ensure the public reasonable access to all local meetings, project records and information relating to the proposed and actual use of federal funds.
- 4) Conduct all related public meetings or hearings in public buildings or facilities that are accessible to persons with disabilities.
- 5) Provide citizens names and addresses of:
 - (a) the person(s) authorized to receive and respond to citizen proposals, questions and complaints concerning proposed or funded activities, and
 - (b) the person(s) available and able to provide technical assistance to groups representative low- and moderate-income persons in preparing and presenting their proposals for the request and use of federal funds.

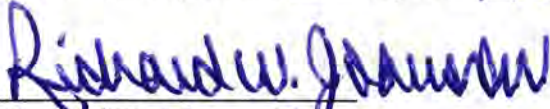
Persons authorized to receive and respond to citizen proposals, questions, and/or complaints or provide technical assistance concerning proposed activities are:

Richard W. Johnson, Mayor
105 E. Third St.
Ottumwa, IA 52501
(641) 683-0600

Zach Simonson, Comm. Dev. Director
105 E. Third St.
Ottumwa, IA 52501
(641) 683-0694

- 6) Provide translators during or written translations after public hearings attended by non-English speaking residents upon their request whenever they represent a significant proportion of the persons benefited by the proposed or actual activities. Federally assisted recipients are required to make reasonable efforts to provide language assistance to ensure meaningful access for "Limited English Proficiency" (LEP) persons to the recipient's programs and activities. Language assistance that a recipient might provide to LEP persons include, but are not limited to: oral interpretation services, bilingual staff, telephone service lines interpreter, written translation service, and translating information materials in identified language(s).

Passed and adopted this 15 day of March, 2022.


Richard W. Johnson, Mayor

ATTEST


Christina Reinhard, City Clerk

IEDA COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT PROCUREMENT POLICIES AND PROCEDURES

PURPOSE

2 CFR 200.317 provides that subrecipients of a state that are administering federal funds will follow sections 200.318 (General Procurement Standards) through 200.326 (Contract Provisions). However, 24 CFR 570.489(g), set out in full below, enables states that administer Community Development Block Grant (CDBG) funds to adopt procurement standards other than those set out in 2 CFR Part 200 for units of local government that are subrecipients of CDBG funds.

24 CFR 570.489 (g) Procurement: When procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition. Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the State. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used. The policies and procedures shall also include standards of conduct governing employees engaged in the award or administration of contracts. (Other conflicts of interest are covered by § 570.489(h).) The State shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, Executive orders, and implementing regulations. The State shall make subrecipient and contractor determinations in accordance with the standards in 2 CFR 200.330.

APPLICATION

The State of Iowa, in its administration of the CDBG, hereby establishes the following procurement standards for subrecipients of CDBG funding that are units of local government. This policy applies to the procurement of all supplies, equipment, construction, and services related to the implementation and administration of CDBG awards.

PROCUREMENT STANDARDS

GENERAL

Replaces 2 CFR 200.318

Subrecipients of the CDBG program must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The subrecipient alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the subrecipient of any contractual responsibilities under its contracts.

CONFLICTS OF INTEREST IN AWARDING CONTRACTS

Replaces 2 CFR 200.318

The subrecipient must maintain written standards of conduct covering and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he

or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

If the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

IEDA may terminate contracts with any CDBG subrecipient that violates this policy and may require full repayment of funds issued to the subrecipient.

BEST COST

Replaces 2 CFR 200.318

The subrecipient's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

The subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

RESPONSIBLE CONTRACTORS

Replaces 2 CFR 200.318

The subrecipient must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Awards must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The subrecipient must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following:

1. rationale for the method of procurement;
2. selection of contract type;
3. contractor selection or rejection;
4. the basis for the contract price.

COMPETITION

Replaces 2 CFR 200.319

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. IEDA will consider requests for waivers of this provision. The subrecipient must make a sufficient showing that the number of contractors that provide the goods or services is insufficient that it is necessary to not exclude contractors that developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals.

Examples restrictions on competition include but are not limited to:

1. Placing unreasonable requirements on firms in order for them to qualify to do business;
2. Requiring unnecessary experience and excessive bonding;
3. Noncompetitive pricing practices between firms or between affiliated companies;
4. Noncompetitive contracts to consultants that are on retainer contracts;
5. Organizational conflicts of interest;
6. Specifying only a "brand name" product instead of allowing "an equivalent" product to be offered and describing the performance or other relevant requirements of the procurement;
7. Any arbitrary action in the procurement process.

The subrecipient must conduct procurement in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal or State of Iowa law expressly mandates or encourages geographic preference. Nothing in this section preempts state licensing laws.

When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion, provided that an appropriate number of qualified firms remain, given the nature and size of the project, to compete for the contract.

The subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided. When it is impractical or not reasonably feasible to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

TYPES OF PROCUREMENT

Replaces 2 CFR 200.320-based on Iowa Code section 11.118

Procurement under grants shall be made by one of the following methods, as described herein: (1) small; (2) simple; (3) professional; and (4) sealed bids.

1. **Small:** Estimated annual value does not exceed \$5,000 and does not exceed \$15,000 for multiyear contracts: For supplies and services only. The subrecipient does not need to solicit competitive quotations if the subrecipient considers the price to be reasonable. To the extent practicable, the subrecipient must distribute such procurement equitably among qualified suppliers.
2. **Simple:** Estimated annual value exceeds \$5,000 but less than \$50,000 per year and does not exceed \$150,000 for multiyear contracts: For non-engineering and architectural services and supplies only. The subrecipient may use an informal competitive selection process to engage a service provider. Informal selection means price or rate quotations must be obtained from an adequate number of qualified sources. The subrecipient may contact the prospective service providers in person, by telephone, fax, email or letter. The subrecipient should solicit at least three prospective service providers. The sub recipient must justify, to IEDA's satisfaction, contacting fewer than three service providers. Justification shall be included in the contract file.
3. **Professional:** Estimated annual value exceeds \$50,000 per year and exceeds \$150,000 for multiyear contracts: For supplies and services and ALL engineering and architectural services, a subrecipient shall use a formal competitive selection process to procure the goods or services.
4. **Sealed Bids:** The sealed bid method is the preferred method for procuring construction. Bids are publicly solicited (formal advertising) and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price. A complete, adequate, and realistic specification or purchase description will be developed before bidding.

The following requirements apply:

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, and the invitation for bids must be publicly advertised (not required for nonprofit entities);
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. All bids will be opened at the time and place prescribed in the invitation for bids, and the bids must be opened publicly;
4. The subrecipient shall enter into a firm fixed price contract award with the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
5. Any or all bids may be rejected if there is a sound documented reason.

COMPETITIVE SELECTION PROCESS

The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when a sealed bidding process is not appropriate. If this method is used, the following requirements apply:

1. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
2. Proposals must be solicited from an adequate number of qualified sources;
3. The subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
5. The subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

NONCOMPETITIVE PROPOSALS

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source. This type of procurement is referred to as sole-source procurement;
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
4. After solicitation of a number of sources, competition is determined inadequate. This type of procurement is referred to as single-source procurement.

TARGETED SMALL BUSINESSES – MINORITY, DISABLED, AND WOMAN OWNED

Replaces 2 CFR 200.321

The subrecipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, businesses owned by disabled persons, and labor surplus area firms are used when possible.

Affirmative steps must include:

1. Placing qualified small and minority businesses, small women's business enterprises, and small businesses owned by disabled persons on solicitation lists. Link to a directory of Targeted Small Businesses in Iowa: <https://iowaeda.microsoftportals.com/tsb-search/>;
2. Ensuring that Targeted Small Businesses are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by Targeted Small Businesses;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by Targeted Small Businesses;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce and the Iowa Economic Development Targeted Small Business Program <https://www.iowaeconomicdevelopment.com/tsb>; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

RECYCLED CONTENT AND PRODUCTS

Replaces 2 CFR 200.322

When appropriate, specifications shall include requirements for the use of recovered materials and products.

The specifications shall not restrict the use of alternative materials, exclude recovered materials, or require performance standards that exclude products containing recovered materials unless the subrecipient seeking the product can document that the use of recovered materials will impede the intended use of the product.

COST ANALYSIS AND CONTRACT PRICE

Replaces 2 CFR 200.323

The subrecipient must perform a cost or price analysis in connection with every procurement action in excess of the small, simple and professional acquisition thresholds, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the subrecipient must make independent estimates before receiving bids or proposals.

The subrecipient must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the subrecipient under 2 CFR 200.402 - 406.

The cost plus a percentage of cost and percentage of construction cost methods shall not be used.

REVIEW OF PROCUREMENT DOCUMENTS AND PROCUREMENT SYSTEM

Replaces 2 CFR 200.324

The subrecipient must make available upon request pre-procurement review; procurement documents, such as requests for proposals or invitations for bids; or independent cost estimates, when:

1. Requested by IEDA;
2. The procurement is expected to exceed the small, simple and professional acquisition thresholds and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the small, simple and professional acquisition thresholds, specifies a "brand name" product;

IEDA CERTIFICATION

The subrecipient may request that IEDA certify that its procurement system meets these standards.

SELF-CERTIFICATION

The subrecipient may self-certify its procurement system. Such self-certification shall not limit IEDA's right to review and survey the system. If a subrecipient self-certifies its procurement system, the IEDA may rely on written assurances from the subrecipient that it is complying with these standards. The subrecipient must cite specific policies, procedures, regulations, or standards as compliant with these requirements and make its system available for review.

BONDING

Replaces 2 CFR 200.325

For construction or facility improvement contracts or subcontracts for public improvement projects and multi-family residential buildings, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
2. A performance bond for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to ensure that the contractor will pay as required by law all persons supplying labor and material in the execution of the work provided for in the contract.

The subrecipient may petition IEDA to accept its bonding policy, provided that IEDA has made a determination that the Federal interest is adequately protected.

Recipients are expected to comply with all state requirements regarding bonding requirements for public improvement projects: <https://www.legis.iowa.gov/docs/code/2019/573.pdf>

Recipients should consult with their legal counsel to determine how state requirements may impact their CDBG project.

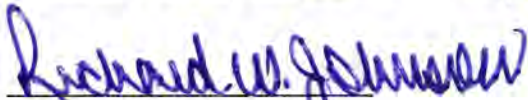
CONTRACT PROVISIONS (Replaces 2 CFR 200.326)

The subrecipient's contracts must contain the applicable provisions set out in Appendix II of the CDBG Management Guide

ACKNOWLEDGEMENT AND ADOPTION.

As a recipient of Community Development Block Grant (CDBG) funds, the City of Ottumwa adopts the State of Iowa's CDBG Procurement Policies and Procedures and agrees to apply all policies and procedures to CDBG funded projects within the City of Sigourney.

Passed and adopted this 15th day of March, 2022.


Richard W. Johnson, Mayor

ATTEST


Christina Reinhard, City Clerk

CODE OF CONDUCT

PURPOSE

The purpose of this Code of Conduct is to ensure the efficient, fair, and professional administration of federal grant funds in compliance with the procurement policy and other applicable federal and state standards, regulations, and laws.

APPLICATION

This Code of Conduct applies to all officers, employees, or agents of the City of Ottumwa, Iowa, engaged in the award or administration of contracts supported by federal grant funds.

REQUIREMENTS

No officer, employee, or agent of the City of Ottumwa shall participate in the selection, award, or administration of a contract supported by federal grant funds, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer, or agent;
- b. Any member of his/her immediate family;
- c. His/her partner; or
- d. An organization which employs, or is about to employ any of the above; or, has a financial or other interest in the firm selected for award.

The City of Ottumwa officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors.

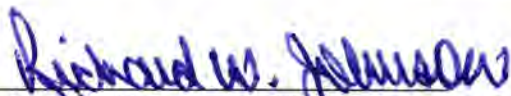
FRAUD, WASTE AND ABUSE

The City of Ottumwa has zero tolerance for the commission or concealment of acts of fraud, waste, or abuse. All officers, employees, or agents shall notify the City of Ottumwa of suspected actions. Allegations of such acts will be investigated and pursued to their logical conclusion, including legal action where warranted. Concerns may be reported to the City Clerk at 105 E. Third St., Ottumwa, IA 52501 or by phone at (641) 683-0600.

REMEDIES

To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against the City of Ottumwa's officers, employees, or agents, or the contractors, potential contractors, subcontractors, or their agents.

Passed and adopted this 15th day of March, 2022.


Richard W. Johnson, Mayor

ATTEST


Christina Reinhard, Clerk



POLICY ON THE PROHIBITION OF THE USE OF EXCESSIVE FORCE

WHEREAS, the City of Ottumwa, Iowa, has received federal funding through the Community Development Block Grant (CDBG) program; and,

WHEREAS, Section 519 of the Department of Veteran Affairs and U.S. Department of Housing and Urban Development, and Independent Agencies Appropriations Act of 1990 requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

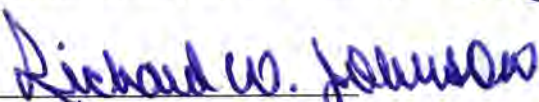
WHEREAS, all recipients of CDBG funds are further required to follow a policy of enforcing applicable state and local laws against physically barring entrances or exits to a facility that is the subject of a nonviolent protest demonstration; and

WHEREAS, the City of Ottumwa endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy,

NOW, THEREFORE, BE IT RESOLVED, the City of Ottumwa hereby prohibits any law enforcement agency operating within its jurisdiction from using excessive force against any individuals engaged in nonviolent civil rights demonstrations. In addition, the City of Ottumwa agrees to enforce any applicable state or local laws against physically barring entrances or exits from a facility or location that is the subject of a non-violent protest demonstration. The City of Ottumwa further pledges enforcement of this policy within its jurisdiction and encourages any individual or group who feels that the City of Ottumwa has not complied with this policy to file a complaint.

Information and assistance relative to excessive force complaints shall be provided by the City Clerk, (641) 683-0600.

Passed and adopted this 15th day of March, 2022.


Richard W. Johnson, Mayor

ATTEST


Christina Reinhard, Clerk

EQUAL OPPORTUNITY POLICY STATEMENT

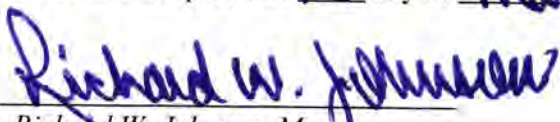
It is the policy of the City of Ottumwa to provide equal opportunity to all employees, applicants and program beneficiaries; to provide equal opportunity for advancement of employees; to provide program and employment facilities which are accessible to the handicapped and to administer its programs in a manner that does not discriminate against any person because of race, creed, color, religion, sex, national origin, disability, age, familial status, political affiliation, citizenship or sexual orientation.

The Mayor has ultimate responsibility for the overall administration of the affirmative action/equal opportunity program. The total integration of equal opportunity into all parts of personnel and program management is the Mayor's responsibility. The Mayor will review all policies and procedures as they affect equal opportunity and affirmative action and ensure compliance with relevant federal and state statutes.

The right of appeal and recourse is guaranteed by the City of Ottumwa. Any person who feels that he or she has been denied employment, participation, representation, or services in any program administered by the City of Ottumwa because of race, creed, color, religion, sex, national origin, age, disability, political affiliation, sexual orientation, or citizenship has the right to file an equal opportunity complaint. Information and assistance relative to equal opportunity complaints shall be provided by the City Clerk, who can be contacted at (641) 683-0600.

This Equal Opportunity Policy of the City of Ottumwa shall be posted in conspicuous places within the facility, distributed to all employees, contractors and to the persons of all advisory and policy-making groups.

Passed and adopted this 15th day of March, 2022.


Richard W. Johnson, Mayor

ATTEST


Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 15, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 80-2022: **A RESOLUTION ADOPTING THE POLICY STATEMENTS GOVERNING THE OPERATION OF THE CITY OF OTTUMWA'S BLOCKS TO NEIGHBORHOODS PROGRAM**

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION NO. 80-2022

DISCUSSION: The Comprehensive Plan and the Housing Plan both identify a need to develop neighborhood-level programming that supports home improvement. This resolution would adopt policy statements to transition the existing Healthy Neighbors program into a new Blocks to Neighborhoods Program which would increase the grant award, reduce the required match and require neighborhood-level participation.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

The policy statements would establish a review team for the grants. These grants would provide up to \$2,500 per participating property up. We would require at least three property owners to work together on an application. The required match is just 50%, meaning that to receive \$2,500 a property owner would only have to put in an additional \$1,250.

Eligible activities would include exterior improvements such as paint, siding, windows, etc. We will be looking for creative projects and projects which utilize improvements to a vacant lot as a neighborhood gathering place are eligible alongside home improvements.

The Legacy Foundation has offered matching funds for this program and is also offering to use their grant application web tool to support program and improve the application process and experience for reviewers and applicants alike.

RESOLUTION NO. 80-2022

A RESOLUTION ADOPTING THE POLICY STATEMENTS GOVERNING THE OPERATION OF THE CITY OF OTTUMWA'S BLOCKS TO NEIGHBORHOODS PROGRAM

WHEREAS, the *Our Ottumwa 2040 Comprehensive Plan* and the *2022 Ottumwa Housing Plan* identify a need for improved home improvement incentives and neighborhood-level programs; and

WHEREAS, the City has previously offered the Healthy Neighbors Program to provide up to \$1,000 grants for exterior home improvements; and

WHEREAS, the Blocks to Neighborhoods Program would replace that program by increasing the incentive to \$2,500, lowering the required match and requiring neighborhood-level participation; and

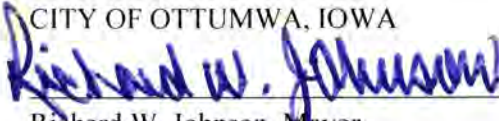
WHEREAS, the Ottumwa Legacy Foundation has offered to match the City's investment in Blocks to Neighborhoods Program for the first two cycles; and

WHEREAS, neighborhood-level improvement projects will magnify the economic development impact of home improvement projects while developing a sense of place and identity in Ottumwa's neighborhoods;

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

The Policy Statements Governing the Operation of the City of Ottumwa's Blocks to Neighborhoods Grant Program are hereby adopted.

APPROVED, PASSED, AND ADOPTED this 15th day of March 2022.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



March 15, 2022

**Policy Statements Governing the Operation of the City of Ottumwa's
Blocks to Neighborhoods Grant Program**

GENERAL CONDITIONS:

The City of Ottumwa, Iowa, pursuant to the *2022 Ottumwa Housing Plan* shall provide and administer a grant program to encourage neighborhood-level home improvement and community beautification throughout the City. The Blocks to Neighborhoods Grant Program ("Program") shall operate in compliance with the following policy statements:

POLICY STATEMENTS:

1. Financial assistance is subject to available funds budgeted for the program.
2. The former Healthy Neighbors Program is discontinued. Funds allocated for the Healthy Neighbors program shall be reallocated for Blocks to Neighborhoods.
3. The Planning and Development Department shall act as the administrative agency as provided in Chapter 2 of the Municipal Code of the City of Ottumwa and shall be responsible for the implementation of the program.
4. Improvements under any grant must be approved by the Planning and Development Department and Blocks to Neighborhoods Team prior to start of work. All funded projects shall be consistent with the City of Ottumwa Municipal Code.
5. Projects funded shall be existing residential dwellings, residential accessory buildings and vacant lots in residential zoning districts. Projects may include owner- or renter-occupied dwellings. Ineligible projects include non-residential buildings, interior improvement projects, new residential dwellings or accessory buildings and projects which primarily benefit a home-based occupation.
6. Projects will be approved with an annual grant cycle. The Blocks to Neighborhoods Team will review and approve applications.
7. The Blocks to Neighborhoods Team shall set the program schedule including the application release date, application due date and project completion deadline.
8. The Blocks to Neighborhoods Team shall be comprised of three to five members and will include at a minimum:
 - a. Community Development Director
 - b. Ottumwa Legacy Foundation Representative
 - c. Representative of the City Council

The team will also include members from any of the following positions of expertise: City administration, construction, non-profit housing development, real estate.

9. The Blocks to Neighborhoods Grant will provide grants to property-owners for exterior improvement and beautification projects. At least three property-owners must submit an application for consideration. The maximum City participation is \$2,500 per property. Property owners must provide at least 50% match. For example, if three property owners are awarded the program maximum, those property owners would receive, \$7,500 and would have to provide at least \$3,750 for matching funds.
10. The Blocks to Neighborhoods Team shall develop and approve the grant application.
11. The Blocks to Neighborhoods Team may offer partial grants. The Team may also offer to only fund certain projects within an application.
12. While the program is available to all residential property, the Blocks to Neighborhoods Team shall provide additional consideration to projects located in Neighborhood Conservation and Rehabilitation Areas identified in the *2022 Ottumwa Housing Plan*.
13. Applicants will be asked to describe how they intend to celebrate their project as a neighborhood. The Blocks to Neighborhoods Team may provide reasonable funding to assist with neighborhood block parties or celebration events for awarded projects.
14. Applicants will be requested to allow before-and-after and progress photos, videos and other media to be shared publicly to promote and advertise the program.
15. The City Administrator shall hear and decide upon any appeal to decisions of the Blocks to Neighborhoods Team.

Resolution No. 80-2022 approving and adopting these policy statements was approved March 15, 2022 by the Ottumwa City Council.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 15, 2022

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION 81-2022: RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON AN APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FROM THE COVID-19 PROGRAM

Public hearing required if this box is checked.

RECOMMENDATION: PASS AND ADOPT RESOLUTION 81-2022.

DISCUSSION: The Iowa Economic Development Authority is providing a special round of Community Development Block Grant funding as a result of additional federal Covid relief funding. Staff has identified a project which will convert the unused second floor at 307-309 E Main St to create 3 new apartments. The grant provides up to \$500 thousand per project. This resolution will set a public hearing to discuss the application at the April 5, 2022 meeting.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 81-2022

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON AN APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR A COMMUNITY DEVELOPMENT BLOCK GRANT FROM THE COVID-19 PROGRAM

WHEREAS, the Iowa Economic Development Authority (IEDA) is seeking proposals for Community Development Block Grant COVID-19 (CDBG-CV) projects; and

WHEREAS, the CDBG-CV program provides assistance to communities to provide assistance for the conversion of existing buildings into housing units in communities impacted by COVID-19; and

WHEREAS, the CDBG-CV housing conversion program provides up to \$500 thousand per project; and

WHEREAS, City staff have identified a suitable project for housing conversion at 307-309 E Main; and

WHEREAS, before such application may be submitted, it is necessary that a public hearing be held thereon and that due notice be given in accordance with the requirements of the CDBG-CV program.

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

Section 1. It is determined that it is in the best interests of the citizens of the City to hold a public hearing on the matter of the IEDA CDBG-CV application, on April 5, 2022, at 5:30 P.M., in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa.

Section 2. That the City Clerk be and is hereby directed to publish a notice of a public hearing on the application, at least once not less than seven days prior to the date of said public hearing. April 5, 2022 will be the next regularly scheduled City Council meeting after the publication of notice.

Section 3. The notice of the proposed hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF OTTUMWA, IOWA, ON AN APPLICATION FOR THE
IOWA ECONOMIC DEVELOPMENT AUTHORITY COVID-19
PROGRAM FOR A COMMUNITY DEVELOPMENT BLOCK GRANT

Public notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on April 5, 2022, in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at 5:30 P.M., at which meeting the Council proposes to take action on an application to the Iowa Economic Development Authority (IEDA) Community Development Block Grant COVID-19 Program (CDBG-CV).

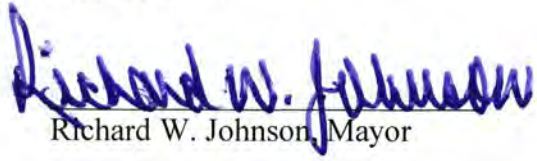
The application will be for housing conversion improvements for 307-309 East Main Street.

Any persons interested may appear at said meeting of the Council and present evidence for or against the application.

Dated this 15th day of March, 2022.

Christina Reinhard, CMC
City Clerk, City of Ottumwa, Iowa

PASSED AND APPROVED this 15th day of March, 2022.


Richard W. Johnson, Mayor

ATTEST:


Chris Reinhard, City Clerk



NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE
CITY OF OTTUMWA, IOWA, ON AN APPLICATION FOR THE
IOWA ECONOMIC DEVELOPMENT AUTHORITY COVID-19
PROGRAM FOR A COMMUNITY DEVELOPMENT BLOCK GRANT

Public notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on April 5, 2022, in the Council Chambers, City Hall, 105 East Third Street, Ottumwa, Iowa, at 5:30 P.M., at which meeting the Council proposes to take action on an application to the Iowa Economic Development Authority (IEDA) Community Development Block Grant COVID-19 Program (CDBG-CV).

The application will be for housing conversion improvements for 307-309 East Main Street.

Any persons interested may appear at said meeting of the Council and present evidence for or against the application.

Dated this 15th day of March, 2022.

Christina Reinhard, CMC
City Clerk, City of Ottumwa, Iowa

6:05pm



Citizen Input Request Form

3.15.2022

Council Meeting Date

Name: Mary M. Butler

Mary M. Butler

Address: 517 Burrhus

Item No. to Address: Admin Report - ARPA.
(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.

Item G4



Citizen Input Request Form

3.15.2022

Council Meeting Date

Name: Sheri & Gary Locke Smith

Address: _____

Item No. to Address: Blessings G4
(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.