

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 6
Council Chambers, City Hall

February 16, 2021
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Meyers, Berg, Dalbey, Roe, Stevens and Mayor Lazio.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 4 on February 2, 2021 and Special Meeting No. 5 on February 9, 2021 as presented.
 2. Acknowledge January financial statement and payment of bills as submitted by the Finance Department.
 3. Recommend re-appointment of Don Wasson to the Airport Advisory Board, term to expire 10/01/2023 and re-appointment of Mary Ann Reiter to the Inspection Board of Review, term to expire 1/18/2026.
 4. Approve the appointment of Karen Bumsted to the full-time position of Chief of Police Secretary for the Ottumwa Police Department.
 5. Approve Drug Task Force Bryne-JAG Grant Submission via internet and authorize the Mayor to sign all related documents.
 6. Renew contract for fireworks display for July 4, 2021 through July 4, 2023 including a rain date for each year and a COVID Addendum.
 7. Authorize the release of funds in the amount of \$25,000 for the contribution to the Babe Ruth World Series event scheduled for summer 2021.
 8. Approve the purchase of a new plow for Vehicle No. 53, 2012 Ford F550 One Ton Dump Truck, from Hawkeye Truck Equipment in the amount of \$8,150.
 9. Approve the purchase of an Optima CVE-16 All Weather sampler from GPM of Blair, Nebraska, in the amount of \$7,173 for WPCF.
 10. Approve final payment to Christy Construction for an emergency sewer repair on Hancock Street in the amount of \$699.90.
 11. Resolution No. 21-2021, setting March 16, 2021 as the date of a public hearing on the disposition of City owned property located at 111 N. Clay.
 12. Resolution No. 36-2021, setting March 2, 2021 at 5:30 P.M. as the date of a public hearing for the purpose of considering options for the nomination process for the selection of City Representatives.
 13. Resolution No. 38-2021, approving the contract, bonds, and certificate of insurance for the Marion Street Reconstruction Project.
 14. Resolution No. 39-2021, approving the contract, bonds, and certificate of insurance for the WPCF Effluent Diffuser Project.
 15. Resolution No. 45-2021, setting March 2, 2021 at 5:30 P.M. as the date of a public hearing for the renewal of a lease agreement between the City of Ottumwa and Musco Sport Lighting, LLC.
 16. Beer and/or liquor applications for: Hy-Vee C-Store #2, 2457 North Court St.; Hy-Vee Drugstore, 1140 N. Jefferson St.; Pallister Brothers Brewing Company, 116 N. Market St.; all applications pending final inspections.
- C. APPROVAL OF AGENDA
- D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:
1. FY22 Budget Presentation – Director of Finance, Kala Mulder

2. Year in Review
3. Fred Zesiger – Main Street Ottumwa Update

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. Appeal request regarding the Denial of “City-Sponsored Event” Status for staff coordinated semi-annual craft shows.

RECOMMENDATION: Deny the request as advised by the City Administrator.

2. Authorizing the City to re-solicit Request for Proposals regarding janitorial services at the Law Center.

RECOMMENDATION: Approve the City to proceed with issuing revised RFP’s related to janitorial services for the City of Ottumwa.

3. Approving additional fees for professional services for the Ottumwa Main Street (Downtown Streetscape) Project.

RECOMMENDATION: Approve additional fees for professional services, payable to Garden & Associates.

4. Approving additional fees for professional services for the East Woodland Ave Reconstruction Project.

RECOMMENDATION: Approve additional fees for professional services, payable to Garden & Associates.

5. Informational Update – Sidewalk Drop & Detectable Warning Installation Program.

RECOMMENDATION: Department report on Sidewalk Drop & Detectable Warning Installation Program.

G. PUBLIC HEARING:

H. RESOLUTIONS:

1. Resolution No. 33-2021, approving applications for residential and commercial tax abatement under the Urban Revitalization Plan, totaling \$3,395,234 and subject to review by the local assessor.

RECOMMENDATION: Pass and adopt Resolution No. 33-2021.

2. Resolution No. 34-2021, approve RFP submitted by Marco Technologies, LLC, of Urbandale, Iowa, to replace the City's phone system and for the IT Manager and Finance Director to proceed with contract negotiations.

RECOMMENDATION: Pass and adopt Resolution No. 34-2021.

3. Resolution No. 35-2021, entering into an Agreement with Main Street Ottumwa to auction the contents of City-owned property at 131 East Main and divide the proceeds between Main Street Ottumwa and the Ottumwa Historic Preservation Commission.

RECOMMENDATION: Pass and adopt Resolution No. 35-2021.

4. Resolution No. 37-2021, award the contract for the Apron Improvements Project at the Ottumwa Regional Airport to Winger Contracting Company of Ottumwa, Iowa, in the amount of \$221,731.50

RECOMMENDATION: Pass and adopt Resolution No. 37-2021.

5. Resolution No. 40-2021, assessing three outstanding invoices for Water Service Agreements entered into with the City of Ottumwa and downtown businesses through the Ottumwa Main Street (Downtown Streetscape) Project totaling \$4,168.27.

RECOMMENDATION: Pass and adopt Resolution No. 40-2021.

6. Resolution No. 41-2021, approve the rebuild of both Turblex blowers for the WPCF, totaling \$32,000.

RECOMMENDATION: Pass and adopt Resolution No. 41-2021.

7. Resolution No. 42-2021, award the contract for the Johnson Avenue Reconstruction Project to Pillar, Inc., of Huxley, Iowa, in the amount of \$109,935.20.

RECOMMENDATION: Pass and adopt Resolution No. 42-2021.

8. Resolution No. 43-2021, approving Professional Services Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. for the Levee System Certification.

RECOMMENDATION: Pass and adopt Resolution No. 43-2021.

9. Resolution No. 44-2021, authorizing the release of funds in the amount of \$116,000 from the Transit Fund to Ten-Fifteen Regional Transit Authority as earmarked for transit purposes.

RECOMMENDATION: Pass and adopt Resolution No. 44-2021.

10. Resolution No. 46-2021, suspending periodic rental inspections in the City of Ottumwa for a period of 90 days.

RECOMMENDATION: Pass and adopt Resolution No. 46-2021.

I. ORDINANCES:

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

Recess – Council will reconvene in Room 108 for closed session proceedings.

REGULAR MEETING NO. 6
Room 108, City Hall

February 16, 2021
6:30 O’Clock P.M.

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

1. Motion to enter into closed session in accordance with Iowa 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 conducting the City Administrator’s performance evaluation.
2. Return to open session for any related action and to adjourn.

ADJOURN

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



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FAX COVER SHEET

City of Ottumwa

DATE: 2/12/2021 TIME: 9:30 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 #6 to be held on 2/16/2021 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

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MEMO: Tentative Agenda for the Regular City Council Meeting #6 to be held on 2/16/2021 at 5:30 P.M.

REGULAR MEETING NO. 4
Council Chambers, City Hall

February 2, 2021
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Roe moved, seconded by Meyers to approve the following consent agenda items: Mins. from Special Mtg. No. 2 on Jan. 15, 2021 and Reg Mtg. No. 3 on Jan. 19, 2021 as presented; Approve purchase of five 2021 Ford Utility Police Interceptor Utility vehicles from Stiver's Ford of Waukee, IA in the amt. of \$174,890 and purchase of police equip. necessary for basic police func. in the amt. of \$61,625 from Racom Corp. for the Police Dept.; Approve purchase of lg. color format printer for Eng. Dept. in the amt. of \$10,500 from Infomax; Approve pymt. to Emergency Apparatus Maintenance, Inc., in the amt. of \$5,614.79 for repairs to Fire Dept. Vehicle #317; Res. No. 22-2021, auth. the destruction of certain records according to the Code of IA 2015, as amended, and the Iowa Municipal Records Retention Manual; Beer and/or liquor applications for: Coffee Pho 77, 1111 Quincy Ave., #109; Albia Road BP, 1340 Albia Rd.; North Court BP, 1301 N. Court; Pennsylvania & Jefferson BP, 1147 N. Jefferson, W. Second & McPherson BP, 1049 W. Second; all applications pending final inspections. All ayes.

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

City Admin. Rath stated the video of snow plowing will be shown later in the mtg.
Annual review is scheduled for Feb. 16, 2021.

Requesting info on the election process. As a community, do we continue with the current process (primary and general)? On March 2, 2021, there will be opportunity for the public to weigh in on this process and how we move forward.

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

Roe moved, seconded by Meyers to authorize the Mayor to sign the Cert. Local Gov't Annual Rpt for 2020 and submit to the state for the Ottumwa Historic Preservation Commission. Planner Simonson introduced Dennis Willhoit, Chair, to provide an update. The CLG Annual Rpt. is required to be completed and submitted to the IA Dept. of Cultural Affairs. Requirements include meeting at least three times a yr. and attending at least one state-sponsored or state-approved training session. Request for funding from the City during the budget process to help with operating expenses. All ayes.

PW Dir. Seals presented on the snow budget and provided video coverage. Currently, we have 7 plows that are responsible for 320 lane miles of street (95 miles of collector/arterial streets and 225 miles of residential/local streets). Streets are plowed when we receive, or are anticipated to receive 3" or more of snow or an icing event; alleys are plowed if we receive 6" or more of snow; pre-treat collector/arterial streets and hills with salt brine prior to a winter storm event. Order of priority for snow removal: 1- access for emergency services and essential travel (collector/arterial streets, alleys servicing verified critical health patients, city parking lots); 2- residential streets; 3 - alleys; 4 - snow pick up. During a winter weather event, crews work 12 hr. shifts. Annual budget for snow removal is approx. \$400,000. Jan. 1, 2021 event (approx. 5" of snow followed by rain) - total costs over \$105,000; Jan. 25, 2021 event (approx. 5" of snow) - total costs under \$65,000.

This was the time, place and date set for a public hearing approving FY22 Max Property Tax Dollars. Finance Dir. Mulder reported the rate of \$18.755 as the max levy for affected property taxes for the City.

This rate does not include levies for Debt Service of 4.125, support Public Library of .27 or SSMIDs of 1.00009, 2.0003 and 3.00024 for total Property Taxes levied as \$23.15. We hope to be lower than this rate when certifying the budget. No objections were received. Roe moved, seconded by Dalbey to close the public hearing. All ayes.

Meyers moved, seconded by Roe that Res. No. 23-2021, approving the max property tax dollars for FY 2022, 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 Woodland Ave. Reconstruction Project. PW Dir. Seals reported this project consists of the E. Woodland Ave. reconstruction from Court St. to approx. 1,100 LF east. Complete reconstruction of the roadway, installation of new sewers and adding new storm system on Green St. between Woodland and Fillmore. This project is scheduled to take 75 working days with a late start date of July 5, 2021. Engineer's opinion of cost \$928,883. No objections were received. Berg moved, seconded by Dalbey to close the public hearing. All ayes.

Roe moved, seconded by Meyers that Res. No. 27-2021, approving the plans, specs, form of contract and est. cost for the Woodland Ave. Reconstruction Project, be passed and adopted. All ayes.

Dalbey moved, seconded by Berg that Res. No. 24-2021, appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agt. and Auth the Execution of the Agt. for \$7,025,000 Gen. Obligation Capital Loan Notes, Series 2021A, be passed and adopted. Finance Dir. Mulder reported some of these funds will be used to fund CIP in both FY21 and FY22. All ayes.

Roe moved, seconded by Meyers that Res. No. 25-2021, approving and auth a form of Loan Agt. and Auth and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Cert. and Continuing Disclosure Cert. for \$7,025,000 Gen. Obligation Capital Loan Notes, Series 2021A, be passed and adopted. All ayes.

Dalbey moved, seconded by Roe that Res. No. 26-2021, adopt a Partnership to bring the Keith Haring Outdoor Fitness Court ® to Ottumwa, IA as part of the 2021 Natl Fitness Campaign, be passed and adopted. City Admin. Rath reported the Natl Fitness Campaign identified ten communities to participate in this initiative. The Ottumwa Area Arts Council and Natl Fitness Campaign will work together to secure funding, install the fitness structure and launch the site. Vote taken: Ayes: Roe, Stevens, Meyers, Dalbey. Abstain: Berg, current President of the Ottumwa Area Arts Council. Motion passed.

Dalbey moved, seconded by Stevens that Res. No. 28-2021, approving CO No. 3 and accepting the work as final and complete and approving the final pay request for the East Main (Jefferson to Vine) Reconstruction Project, be passed and adopted. PW Dir. Seals reported CO#3 decreases the total contract by \$42,908.23. New total contract amt \$2,783,767.50. Final pymt to Iowa Civil Contracting, Inc. in the amount of \$42,528.91 is approved. All ayes.

Roe moved, seconded by Meyers that Res. No. 29-2021, award the contract for the Marion St. Reconstruction Project to Drish Construction of Fairfield, IA, in the amount of \$735,723, be passed and adopted. PW Dir. Seals reported 4 bids were received on Jan. 27, 2021. Project is expected to commence by April 1, 2021 and shall be completed in 60 working days. All ayes.

Meyers moved, seconded by Roe that Res. No. 30-2021, award the contract for the WPCF Effluent Diffuser Project to J. F. Brennan Company, Inc. of LaCrosse, WI, in the amount of \$77,250, be passed

and adopted. PW Dir. Seals reported two bids were received on Jan. 27, 2021. Project is expected to begin March/April and has a completion date of June 30, 2021. All ayes.

Roe moved, seconded by Dalbey that Res. No. 31-2021, appointing Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agt. and Auth the Execution of the Agt. for \$1,395,000 Taxable Gen. Obligation Refunding Capital Loan Notes, Series 2021B, be passed and adopted. Finance Dir. Mulder reported the City was in need of funds to pay costs of refinancing and refunding certain outstanding indebtedness of the City, including the Taxable Gen. Obligation Bonds, Series 2011 dated Oct. 11, 2011. All ayes.

Dalbey moved, seconded by Berg that Res. No. 32-2021, approving and auth a form of Loan Agt. and Auth and providing for the issuance, and levying a tax to pay the Notes; Approval of the Continuing Disclosure Cert. for \$1,395,000 Taxable Gen. Obligation Refunding Capital Loan Notes, Series 2021B, be passed and adopted. All ayes.

Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. John Sholes, 11719 Angle Rd., wanted to discuss rental inspections. Mr. Sholes is a current landlord and has numerous tenants stating they do not want anyone coming into their houses for inspections due to COVID-19. What if an inspector comes in to do an inspection and someone within the home has had COVID-19, s/he could then drag it to the next house. About 75% of our rentals are employees of JBS; we don't want it to spread within their plant.

Bldg. & Code Enforcement/P&Z Dir. Flanagan reported we have been matching protocol with City Hall functions, if we are open to the public, we proceed with the inspection process. Currently, we are about 650 units in arrears of inspections from the time we stopped doing them due to COVID-19.

This item warrants further discussion, we will hold a special work session on Feb. 9, 2021.

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

Adjournment was at 6:43 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Tom X. Lazio, Mayor

Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 5
Council Chambers, City Hall

February 9, 2021
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Also present were City Admin. Rath, PW Dir. Seals, Dir. of Code Enforcement Flanagan, Planner Simonson, Bldg. Inspectors Hamann and Rusch, Housing & Code Inspector Lipe.

Roe moved, seconded by Dalbey to approve the agenda as presented. Motion carried 4-0 vote. Council Member Meyers was absent.

Mayor Lazio reported council directed staff to hold a wrk session for public input on the concerns of providing rental inspections during COVID-19 pandemic.

Dir. of Code Enforcement Flanagan reported the inspection process has been following the operational protocol aligned with public access to City Hall, while continued response to emergencies or complaints regarding the rental inspections. At this time, we are approx. 650 units behind our rental inspections operational programming. Rental units are mandated to be inspected once every three yrs. according to City Code. Upon checking with various Iowa communities on their rental inspection process; most have resumed inspections with the exception of Johnston and Urbandale which will resume April 12, 2021. Our concerns or potential negatives that could result from not doing inspections for an extended period of time are possible neglect by some landlords in meeting the safety burden of pending regulatory inspections and potential of falling further behind in scheduling. If decision is made to halt inspections, our dept. would still inspect unoccupied units, units for which there is a complaint, newly built units, and units that are being modified in some fashion that includes the issuance of permits of any sort.

Council member Roe stated we are looking at the public safety aspect of sending people into homes; Wapello County hasn't rec'd many vaccines and we have an aging and sensitive population that I hope everyone keeps in mind.

City Admin. Rath reminded council that our Code specifies rental inspections at least once every three yrs, to which we are currently behind schedule. Housing continues to be an issue; not with all landlords as some do a great service while others don't always care for their property in the best way. We want to make sure that properties are kept up to code. As a City we have a responsibility to make sure that our staff is also protected.

Public concerns:

Inez Hill, 13934 65th St. Ottumwa - Co-president of landlord's assoc. The spread of COVID-19 hasn't eased; inspectors can unknowingly spread the virus from one house to the next when doing inspections; some tenants have not revealed that they have tested positive for COVID-19; our landlords assoc. has not met since March, 2020 due to the virus; we would like to see the inspection process postponed for now; it would help if more people are able to get vaccinated.

John Conder, 806 Waugh St. Hedrick – has owned rental properties in Ottumwa for 30 yrs; I have tenants that work for JBS and have had COVID-19, they don't want anyone coming into their homes; I'm also very concerned about the labor rate and cost of materials if you do have repairs that need done as results of an inspection because everything has gone up.

Norman Higinbotham, 550 S. Ransom, Ottumwa – We have several tenants that work for JBS and we don't go into their homes unless they have problems we need to address or fix; we take care of our properties; the health dept. should focus on the bad landlords and not those that take care of things.

Council member Stevens agrees with what has been discussed and is concerned for staff and citizens; I would like to see at least 30 days.

Council member Berg stated she has concerns for our citizens living in rentals that may not be up to code; focus on accommodations, limit exposure as much as possible and educate the public on what they can do.

Council member Roe agrees that it would be best to wait until we have a better grasp on vaccinations, but do we know how long this may take; no such thing as business as usual anymore; what is a logical time frame to hold off on doing inspections?

Council member Dalbey stated as a board, public safety has always been top priority; first do not harm so if we look at this, what is the harm in holding off on doing inspections; I would rather error on the side of safety; 30 or 60 days and come back to see if we need to extend or if we can proceed.

City Admin. Rath further stated that what we are really looking at is an admin. function; however council is in charge of the legislative aspect; hold off on rental inspections for a period of time unless you are looking at changing the code (by Ordinance) and what I'm hearing from council is to relax the code for a specified period of time. Staff will confer with legal counsel and then present on 2/16/2021.

Dir. of Code Enforcement Flanagan suggests a 3 month moratorium and reassess after.

There being no further business, Stevens moved, seconded by Berg that the meeting adjourn. Motion carried 4-0 vote. Council Member Meyers was absent.

Adjournment was at 6:05 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Tom X. Lazio, Mayor

Christina Reinhard, City Clerk

Item No. B.-2.

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

Vendor #	Vendor Name	Check	Check	Amount	Reason
00198	ABC PEST CONTROL INC.	209407	1/15/2021	42.95	BLDG MAINT & REPAIR
00316	ACCENT WIRE-TIE	209408	1/15/2021	3,022.50	VHCL MTCE SUPPLIES
00679	ADVANTAGE ADMINISTRATORS	209409	1/15/2021	3,414.80	OTHER PROF SERV
00690	AFLAC	209410	1/15/2021	1,705.00	AFLAC DEDUCTION PAYABLE
00800	AHLERS & COONEY P.C.	209329	1/8/2021	18,322.05	LEGAL FEES
00845	AIRGAS DIRECT INDUSTRIAL	209330	1/8/2021	31.19	OPERATING SUPPLIES
01700	ALLIANT ENERGY/IPL	209412	1/15/2021	81,234.12	ELECTRIC
01717	ALLIED 100 LLC	209553	1/29/2021	376.00	BLDG MAINT & REPAIR
02080	ALTORFER INC.	209554	1/29/2021	578.66	VHCL MTCE SUPPLIES
03643	AMERICAN TEST CENTER	209413	1/15/2021	5,060.00	VHCL MTCE SUPPLIES
05581	ASCAP	209414	1/15/2021	367.00	DUES & MEMBERSHIPS
05668	A-TEC RECYCLING INC	209333	1/8/2021	1,464.59	HAZARDOUS WASTE DISPOSAL
05681	ATLANTIC BOTTLING COMPANY	209556	1/29/2021	127.75	CONCESSION - RESALE
05687	AT&T MOBILITY	209334	1/8/2021	219.31	TELEPHONE/IT
05694	AUTOMATIC SYSTEMS CO.	209415	1/15/2021	2,863.25	OPERATING SUPPLIES
05700	ATOMIC TERMITE & PEST	209416	1/15/2021	185.00	GROUNDS MAINT & REPAIR
05860	AUTOZONE INC	209557	1/29/2021	15.97	OPERATING SUPPLIES
06011	BMI	209505	1/22/2021	368.00	DUES & MEMBERSHIPS
06481	BAILEY OFFICE OUTFITTERS	209419	1/15/2021	2,706.73	OFFICE SUPPLIES
07648	MARK J BECKER & ASSOC LLC	209420	1/15/2021	2,435.35	OTHER PROF SERV
07879	CORY BENGE	209421	1/15/2021	107.43	TRAVEL & CONFERENCE
09352	BLACKSTONE PUBLISHING	209558	1/29/2021	478.97	LIBRARY MAT.-JAMES ESTATE
09360	BLACK'S TIRE COMPANY LLC	209506	1/22/2021	1,592.72	VHCL MTCE SUPPLIES
09515	BLOOMFIELD COMMUNICATIONS	209507	1/22/2021	60.95	TELEPHONE/IT
09522	WELLMARK BC & BS OF IOWA	209335	1/8/2021	44,216.05	MEDICARE PREMIUMS
11495	BRIDGE CITY TRUCK REPAIR	209424	1/15/2021	27.20	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	209425	1/15/2021	138,528.70	REFUSE HAULING
12500	BUB'S TREE CARE	209426	1/15/2021	6,200.00	TREE TRIMMING
13272	CBE GROUP INC	209509	1/22/2021	531.72	GARNISHMENTS PAYABLE
15760	CARROLL CONSTRUCTION SUPP	209427	1/15/2021	101.11	TOOLS & SMALL EQUIP
16265	CENTER POINT LARGE PRINT	209428	1/15/2021	85.08	LIBRARY MAT.-JAMES ESTATE
16300	CENTRAL IOWA FASTENERS	209563	1/29/2021	165.98	MISCELLANEOUS
16312	CENTRAL SALT LLC	209510	1/22/2021	36,362.68	STREET MAINT SUPPLIES
16402	CENTURYLINK	209430	1/15/2021	1,078.38	TELEPHONE/IT
16403	CENTURYLINK	209432	1/15/2021	102.95	TELEPHONE/IT
17620	CINTAS CORPORATION	209512	1/22/2021	128.11	SUSTENANCE SUPPLIES
17825	CITY OF OTTUMWA, CEMETERY	209566	1/29/2021	625.00	CASH INVESTED PASSBK SVNG
18349	CLARK EQUIPMENT COMPANY	209567	1/29/2021	1,128.00	VHCL MTCE SUPPLIES
18379	CLEMONS INC OF OTTUMWA	209433	1/15/2021	263.82	VHCL MTCE SUPPLIES
18502	CLUB SENTRY SOFTWARE	209513	1/22/2021	32.95	TECHNOLOGY SERVICES
18980	COLLECTION SERVICES	209514	1/22/2021	4,850.12	CHILD SUPPORT PAYABLE
19674	COMMERCIAL APPRAISERS OF	209434	1/15/2021	2,800.00	LEGAL FEES
21822	CREDITIVE PRODUCT SOURCING	209568	1/29/2021	62.00	OPERATING SUPPLIES
21825	CREDIT UNION	209515	1/22/2021	36,480.84	CREDIT UNION PAYABLE
22210	STEVE CULLINAN	209435	1/15/2021	462.00	SUSTENANCE SUPPLIES
22479	D P PLUMBING PLUS	209569	1/29/2021	30.00	PLUMBING PERMITS
22608	DANI'S AUTO SUPPLY LLC	209344	1/8/2021	1,490.15	VHCL MTCE SUPPLIES
24326	DEMCO	209345	1/8/2021	193.41	OPERATING SUPPLIES
24330	DERANS TOWING SERVICE	209516	1/22/2021	70.00	VHCL MTCE SUPPLIES
25390	R. D. DRENKOW & CO INC	209346	1/8/2021	4,703.36	R.D. DRENKOW/FLEX PAY
26640	ECOSYSTEMS INC	209347	1/8/2021	19,431.00	SLUDGE HAULING
27010	ELECTRICAL ENGINEERING &	209571	1/29/2021	1,003.31	GROUNDS MAINT & REPAIR
27272	ELLIOTT BULK SERVICES LLC	209438	1/15/2021	2,864.78	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	209519	1/22/2021	16,175.20	VHCL-FUEL

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

Vendor #	Vendor Name	Check	Check	Amount	Reason
28449	EVORA CONSULTING, LTD	209440	1/15/2021	15,782.75	ENGINEERING
28450	EVOQUA WATER TECHNOLOGIES	209349	1/8/2021	1,304.93	OPERATING SUPPLIES
29300	FASTENAL COMPANY	209350	1/8/2021	876.97	OPERATING SUPPLIES
30120	FIRE SERVICE TRAINING	209520	1/22/2021	178.21	TRAINING
31459	GRP & ASSOCIATES	209441	1/15/2021	52.00	HAZARDOUS WASTE DISPOSAL
31682A	GALLS, LLC	209351	1/8/2021	1,797.05	SUSTENANCE SUPPLIES
31797	GARDEN & ASSOCIATES LTD	209352	1/8/2021	4,086.96	OTHER PROF SERV
33210	GRAFIX SHOPPE	209353	1/8/2021	116.41	VHCL MTCE SUPPLIES
33385	GRAINGER	209574	1/29/2021	676.47	OPERATING SUPPLIES
33635	GREAT WESTERN SUPPLY CO	209354	1/8/2021	750.79	OPERATING SUPPLIES
33648	GREATER OTTUMWA PARTNERS	209575	1/29/2021	265.00	DUES & MEMBERSHIPS
33649	GREATER OTTUMWA CVB	209521	1/22/2021	349.00	OTHER PROF SERV
34900	HAMILTON PRODUCE COMPANY	209522	1/22/2021	869.52	NATURAL/PROPANE GAS
35291	HANK HARPER	209442	1/15/2021	40.05	SUSTENANCE SUPPLIES
36083	HAWKEYE TRUCK EQUIPMENT	209576	1/29/2021	2,210.86	VHCL MTCE SUPPLIES
36302	HEARTLAND HUMANE SOCIETY	209444	1/15/2021	135.00	OTHER PROF SERV
37476	HILL PRODUCTIONS & MEDIA	209355	1/8/2021	74.00	ADVERT/LEGAL PUBL
39431	HYMBAUGH CONSTRUCTION, INC	209356	1/8/2021	1,776.09	CAPITAL IMPROVEMENTS
39439	HYVEE	209357	1/8/2021	1,613.50	TRAVEL & CONFERENCE
40127	ID AMERICA	209358	1/8/2021	230.12	OFFICE SUPPLIES
40155	IDEXX DISTRIBUTION INC	209523	1/22/2021	194.64	LAB SUPPLIES
41035	IOWA STATE AUDITOR	209359	1/8/2021	850.00	ACCOUNTING & AUDITING
41480	ICMA RETIREMENT TRUST 457	209524	1/22/2021	2,141.52	ICMA DEF COMP PAYABLE
41505	IMWCA	209445	1/15/2021	3,849.84	FIRE W/C 411 CLAIMS
41505A	IMWCA	209362	1/8/2021	11,327.00	WORKMENS COMPENSATION
41760	INDIAN HILLS COMM COLLEGE	209446	1/15/2021	900.00	TRAINING
41761	INDIAN HILLS COMM COLLEGE	209525	1/22/2021	20.00	OPERATING SUPPLIES
41920A	INDUSTRIAL CHEMICAL	209526	1/22/2021	28.00	BLDG MAINT & REPAIR
41925	INDUSTRIAL MEDICINE	209447	1/15/2021	347.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	209577	1/29/2021	758.01	CONTRACTUAL SERVICES
42160	INGRAM LIBRARY SERVICES	209448	1/15/2021	3,843.47	LIBRARY MAT.-JAMES ESTATE
42170	INLAND TRUCK PARTS & SERV	209364	1/8/2021	139.80	VHCL MTCE SUPPLIES
43265	INTERSTATE BATTERY	209365	1/8/2021	406.85	MISCELLANEOUS
43275	INTERSTATE INDUS. SERVICE	209366	1/8/2021	224.30	OPERATING SUPPLIES
43280	INTOXIMETERS INC	209367	1/8/2021	266.50	TOOLS & SMALL EQUIP
43290	IAMU	209368	1/8/2021	990.00	TRAINING
43465	IOWA COMMUNITIES ASSURANC	209527	1/22/2021	1,335.00	INSURANCE CLAIMS
43492	IOWA D.A.R.E. ASSOCIATION	209449	1/15/2021	300.00	OPERATING SUPPLIES
43534	IOWA DEPT NATURAL RESOURC	209579	1/29/2021	32.00	TRAINING
43543	IOWA DEPT OF PUBLIC SAFET	209370	1/8/2021	7,164.00	RENTS & LEASES
43999	IOWA ONE CALL	209371	1/8/2021	335.70	TELEPHONE/IT
44037	IOWA PRISON INDUSTRIES	209529	1/22/2021	1,360.97	MISCELLANEOUS
45044	JEO CONSULTING GROUP, INC	209580	1/29/2021	19,340.00	ENGINEERING
45057	J & J MOWING	209530	1/22/2021	1,769.00	CONTRACTUAL SERVICES
45974	JOHN DEERE FINANCIAL	209581	1/29/2021	884.48	STREET MAINT SUPPLIES
48809	KIESLER'S POLICE SUPPLY,	209373	1/8/2021	732.00	TOOLS & SMALL EQUIP
49042	KIRKHAM MICHAEL	209450	1/15/2021	12,955.17	CAPITAL IMPROVEMENTS
49206	KLODT DOOR SERVICE LLC	209582	1/29/2021	1,021.90	BLDG MAINT & REPAIR
49804D	KRONOS	209452	1/15/2021	4,954.94	TECHNOLOGY SERVICES
50305A	KYOU	209453	1/15/2021	2,360.00	EMPLOYEE RECRUITMENT
50620	LANGMAN CONSTRUCTION, INC	209454	1/15/2021	256,268.97	UTILITY SYSTEM
51716	CHAD LEWIS	209455	1/15/2021	200.00	PROGRAM SUPPLIES
52254	LISCO	209456	1/15/2021	270.00	TECHNOLOGY SERVICES
52990	LOKTRONICS SECURITY CORP	209457	1/15/2021	451.54	OPERATING SUPPLIES

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

Vendor #	Vendor Name	Check	Check	Amount	Reason
54187	MAIN STREET OTTUMWA	209584	1/29/2021	9,784.50	DOWNTOWN MAINTENANCE
55311	MASSMUTUAL RETIREMENT SER	209532	1/22/2021	700.00	HARTFORD DEF COMP PAYABLE
57195	MCMASTER-CARR	209458	1/15/2021	836.44	TOOLS & SMALL EQUIP
57385	MENARDS	209460	1/15/2021	1,825.33	STREET MAINT SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	209585	1/29/2021	4,362.73	GROUP LIFE PREMIUMS
58499	MID-AM TEXTILES INC	209586	1/29/2021	304.00	OPERATING SUPPLIES
58500	MIDAMERICAN ENERGY CO	209377	1/8/2021	1,886.51	NATURAL GAS
58555	MID-IOWA SOLID WASTE	209462	1/15/2021	96.52	VHCL MTCE SUPPLIES
59101	MID-STATES ORGANIZED CRIM	209378	1/8/2021	200.00	DUES & MEMBERSHIPS
59382	MIDWEST TAPE	209379	1/8/2021	22.49	LIBRARY MAT.-JAMES ESTATE
59753	MIKES TIRE AND	209587	1/29/2021	1,814.00	VHCL MTCE SUPPLIES
60276	MINITEX	209463	1/15/2021	542.00	OPERATING SUPPLIES
61785	MOTION INDUSTRIES	209588	1/29/2021	843.45	OPERATING SUPPLIES
62575	MUNICIPAL FIRE & POLICE	209589	1/29/2021	119,856.77	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	209590	1/29/2021	2,462.77	VHCL MTCE SUPPLIES
62840	MURPHY TRACTOR & EQUIPMNT	209465	1/15/2021	87.29	VHCL MTCE SUPPLIES
63032	NCL OF WISCONSIN INC	209466	1/15/2021	231.22	LAB SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	209535	1/22/2021	3,390.00	NRS-NATION RETIRE SOL
65985	NORSOLV SYSTEMS ENVIRONM	209591	1/29/2021	152.95	MISCELLANEOUS
66001	NORRIS ASPHALT PAVING INC	209536	1/22/2021	1,150.10	STREET MAINT SUPPLIES
66561	OFFICIAL PEST CONTROL	209382	1/8/2021	55.00	SUSTENANCE SUPPLIES
66730	OHARA HARDWARE	209384	1/8/2021	751.80	OPERATING SUPPLIES
67058	ONSITE SERVICE SOLUTIONS	209467	1/15/2021	3,592.04	CONTRACTUAL SERVICES
67098	O'REILLY AUTOMOTIVE	209385	1/8/2021	121.43	VHCL MTCE SUPPLIES
67101	OTC BRANDS INC	209468	1/15/2021	315.84	PROGRAM SUPPLIES
67520	OSKALOOSA HERALD	209592	1/29/2021	155.88	LIBRARY MAT.-JAMES ESTATE
67759	OTTUMWA COMMUNITY SCHOOLS	209386	1/8/2021	194.52	OFFICE SUPPLIES
68000	OTTUMWA COURIER	209469	1/15/2021	170.56	ADVERT/LEGAL PUBL
68000A	OTTUMWA COURIER	209470	1/15/2021	195.12	LIBRARY MAT.-JAMES ESTATE
68001	OTTUMWA COURIER	209593	1/29/2021	195.12	OPERATING SUPPLIES
68002	OTTUMWA COURIER	209471	1/15/2021	1,414.10	ADVERT/LEGAL PUBL
68560	OTTUMWA PRINTING, INC.	209472	1/15/2021	2,004.00	PRINTING
69040	OTTUMWA WATER AND HYDRO	209387	1/8/2021	170.12	WATER
69040A	OTTUMWA WATER & HYDRO	209388	1/8/2021	11,027.00	BILLING FEES-WW
69391	P & M MOWING LLC	209595	1/29/2021	14,080.00	OTHER SMALL CAPITAL
69688	DIXIE L PARKER	209389	1/8/2021	1,400.00	JANITORIAL
70610	PAYMENT REMITTANCE CENTER	209598	1/29/2021	11,955.98	LEGAL FEES
71271	ELISSA PERSAUD	209599	1/29/2021	45.00	PARKING VIOLATION FINES
71520	PETTY CASH/CITY CLERK	209327	1/7/2021	300.00	IMPREST CASH
71565	PETTY CASH/HEALTH-INSPECT	209328	1/7/2021	404.55	IMPREST CASH
72035	PIPESTONE VET CLINIC OF	209390	1/8/2021	236.00	OTHER PROF SERV
72238	PURCHASE POWER	209474	1/15/2021	478.25	POSTAGE & SHIPPING
72253	PPG ARCHITECTURAL FINISHE	209600	1/29/2021	35.23	OPERATING SUPPLIES
72879	POLK COUNTY SHERIFF	209537	1/22/2021	900.40	GARNISHMENTS PAYABLE
73432	PRE-APPROVED AUTO	209601	1/29/2021	130.07	MISCELLANEOUS
73960	PROFESSIONAL COMPUTER	209392	1/8/2021	29.97	TECHNOLOGY SERVICES
73971	PROFESSIONAL JANITORIAL	209393	1/8/2021	2,000.00	JANITORIAL
74626	QUALITY SERVICES CORP	209475	1/15/2021	52.20	VHCL MTCE SUPPLIES
74630	QUALITY SERVICES	209602	1/29/2021	315.52	VHCL MTCE SUPPLIES
74740	RJ PERFORMANCE INC	209476	1/15/2021	499.30	VHCL MTCE SUPPLIES
74751	R.G. CONSTRUCTION, LLC	209394	1/8/2021	21,102.78	CONTRACTUAL SERVICES
74955	RACOM CORPORATION	209395	1/8/2021	5,404.67	OTHER SMALL CAPITAL
75902	RECREONICS CORPORATION	209538	1/22/2021	74.34	EQUIP REPAIR
78105	ROYAL PORTABLE TOILETS	209604	1/29/2021	388.80	OPERATING SUPPLIES

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

Vendor #	Vendor Name	Check	Check	Amount	Reason
78279	S & L ALL SEASON	209478	1/15/2021	736.76	TOOLS & SMALL EQUIP
78351	SAFE FLEET LAW ENFORCEMEN	209479	1/15/2021	4,759.00	TECHNOLOGY SERVICES
79358	SCHUMACHER ELEVATOR CO	209480	1/15/2021	498.70	BUILDING MAINTENANCE REPA
80050	SECRETARY OF STATE	209481	1/15/2021	30.00	DUES & MEMBERSHIPS
81507	SHRED-IT USA	209606	1/29/2021	88.47	CONTRACTUAL SERVICES
82135	SINCLAIR TRACTOR	209483	1/15/2021	1,132.45	VHCL MTCE SUPPLIES
82136	SINCLAIR NAPA	209397	1/8/2021	1,671.54	VHCL MTCE SUPPLIES
83433	SOUTHEAST IOWA CITY CLERK	209484	1/15/2021	20.00	DUES & MEMBERSHIPS
83920	SOUTHERN IOWA ELECTRIC	209485	1/15/2021	78.57	ELECTRIC
83928	SOUTHERN IOWA MENTAL HEAL	209398	1/8/2021	80.00	EMPLOYEE PHYSICALS/TESTS
85262	STATE HYGIENIC LABORATORY	209486	1/15/2021	54.00	CONTRACTUAL SERVICES
85289	JORDAN STATON	209487	1/15/2021	72.89	SUSTENANCE SUPPLIES
86970	SUPREME STAFFING INC	209399	1/8/2021	10,438.65	CONTRACT EMPLOYEES
87593	TK CONCRETE	209542	1/22/2021	6,306.81	ENGINEERING
88000	TEAMSTER LOCAL UNION 238	209543	1/22/2021	1,253.84	POLICE UNION DUES PAYABLE
88345	TESTAMERICA LABORATORIES	209609	1/29/2021	1,163.66	LAB SUPPLIES
89090	TOTAL CHOICE SHIPPING	209544	1/22/2021	63.15	POSTAGE & SHIPPING
89213	TRADEBE ENVIRONMENTAL	209610	1/29/2021	8,507.85	HAZARDOUS WASTE DISPOSAL
89306	TRANSIT WORKS	209400	1/8/2021	99.55	TOOLS & SMALL EQUIP
89840	TRUCK CENTER COMPANIES	209545	1/22/2021	129.37	VHCL MTCE SUPPLIES
90844	U S CELLULAR	209611	1/29/2021	194.79	CONTRACTUAL SERVICES
90846	UPS	209612	1/29/2021	144.92	POSTAGE & SHIPPING
90885	UNITYPOINT CLINIC	209490	1/15/2021	210.00	EMPLOYEE PHYSICALS/TESTS
91835	USA BLUE BOOK	209403	1/8/2021	1,352.94	OPERATING SUPPLIES
92273	VALLEY ENVIRONMENTAL SERV	209549	1/22/2021	20.00	MISC CONTRACT WORK
92555	THE VAN METER COMPANY	209492	1/15/2021	392.30	STREET MAINT SUPPLIES
92640	VAUGHN AUTOMOTIVE	209404	1/8/2021	1,182.82	VHCL MTCE SUPPLIES
94000	WALMART COMMUNITY/SYNCB	209550	1/22/2021	387.70	OPERATING SUPPLIES
94125	WAPELLO COUNTY	209493	1/15/2021	3,621.84	DRUG TASK FORCE GRANT
94704	WAPELLO COUNTY RECORDER	209494	1/15/2021	56.00	RECORDING & COURT FEES
94720	WAPELLO COUNTY SHERIFF	209613	1/29/2021	7,026.28	NATURAL GAS
94721	WAPELLO CO SHERIFF'S OFFI	209495	1/15/2021	3,383.86	DRUG TASK FORCE GRANT
95000	WAPELLO COUNTY UNITED WAY	209551	1/22/2021	26.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	209614	1/29/2021	54.69	WATER
95368	WAYNE'S TIRE	209496	1/15/2021	72.00	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	209616	1/29/2021	328,173.40	GROUP HEALTH CLAIMS
95840	WERTJES UNIFORMS	209406	1/8/2021	240.90	OPERATING SUPPLIES
96808	WILCOX EQUIPMENT	209497	1/15/2021	1,060.88	VHCL MTCE SUPPLIES
97305	WINDSTREAM	209617	1/29/2021	592.45	TELEPHONE/IT
97320	WINGER COMPANIES	209618	1/29/2021	1,652.65	EQUIP REPAIR
97334	WINN CORP	209619	1/29/2021	16,381.90	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	209501	1/15/2021	11,153.61	NATURAL GAS
98820	HEATHER ZUERCHER	209502	1/15/2021	27.60	TRAVEL & CONFERENCE
ACH	US TREASURY			60,037.29	EMPLOYERS SHARE OF FICA
ACH	US TREASURY			58,408.43	EMPLOYERS SHARE OF FICA
ACH	TREASURER STATE OF IOWA			19,264.00	EMPLOYERS SHARE OF STATE TAX
ACH	TREASURER STATE OF IOWA			20,229.00	EMPLOYERS SHARE OF STATE TAX
ACH	IPERS			44,328.78	EMPLOYERS SHARE OF IPERS

1,665,789.42

REPORT DATE 01/31/2021
 SYSTEM DATE 02/10/2021
 FILES ID 0

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 01/31/2021

PAGE 1
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ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD	CASH	CASH	END PERIOD	OUTSTANDING	TREASURY
		BALANCE	DEBITS	CREDITS	BALANCE	CHECKS	BALANCE
TOTALS FOR FUND 001	GENERAL OPER	3874156.12	784783.54	1094754.85	3564184.81	19505.93	3583690.74
TOTALS FOR FUND 002	PARKING RAMP	37384.89	962.00	829.48	37517.41	369.48	37886.89
TOTALS FOR FUND 110	ROAD USE TAX	6802558.96	413980.10	374015.28	6842523.78	27317.98	6869841.76
TOTALS FOR FUND 112	EMPLOYEE BEN	787631.62	46299.84	462173.00	371758.46		371758.46
TOTALS FOR FUND 119	EMERGENCY FU		1072.99	1072.99			
TOTALS FOR FUND 121	SALES TAX 1%	2446245.10	322882.46	26735.00	2742392.56		2742392.56
TOTALS FOR FUND 122	*****						
TOTALS FOR FUND 123	AGASSI TIF D						
TOTALS FOR FUND 124	VOGEL URBAN						
TOTALS FOR FUND 125	WESTGATE TIF	-67981.92	952.03	11034.50	-78064.39	9784.50	-68279.89
TOTALS FOR FUND 126	AIRPORT TIF	110412.48	2983.53		113396.01		113396.01
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	59737.74			59737.74		59737.74
TOTALS FOR FUND 129	RISK MANAGEM	1131471.73	25212.27	26163.46	1130520.54		1130520.54
TOTALS FOR FUND 131	AIRPORT FUND	284030.55	29998.64	37390.54	276638.65	7188.58	283827.23
TOTALS FOR FUND 133	LIBRARY FUND	277860.21	20915.93	59701.47	239074.67	2152.18	241226.85
TOTALS FOR FUND 135	CEMETERY FUN	-29895.26	15668.12	20249.13	-34476.27	1161.28	-33314.99
TOTALS FOR FUND 137	HAZ-MAT FUND	128467.02	27849.70	4729.66	151587.06		151587.06
TOTALS FOR FUND 141	2018 UPPER S	8078.12			8078.12		8078.12
TOTALS FOR FUND 142	HOAP/HILP ES						
TOTALS FOR FUND 143	EPA BROWNIE						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV						
TOTALS FOR FUND 146	DOWNTOWN STR	-534758.57	609194.77	4893.59	69542.61		69542.61
TOTALS FOR FUND 147	CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND 148	2016 QW CDB						
TOTALS FOR FUND 151	OTHER BOND P	444193.38	509.00	37847.59	406854.79	9189.18	416043.97
TOTALS FOR FUND 162	SSMID DISTRI	21930.40	1331.55		23261.95		23261.95
TOTALS FOR FUND 167	FIRE BEQUEST	18507.57			18507.57		18507.57
TOTALS FOR FUND 169	START UP/DON	-165.20			-165.20		-165.20
TOTALS FOR FUND 171	RETIREE HEAL	1128076.72	98791.60	163031.56	1063836.76	65391.30	1129228.06
TOTALS FOR FUND 173	LIBRARY BEQU	108548.07	135.00	5944.67	102738.40	2673.35	105411.75
TOTALS FOR FUND 174	COMMUNITY DE	58332.03	151.11		58483.14	10000.00	68483.14
TOTALS FOR FUND 175	POLICE BEQUE	92749.84	500.00	587.00	92662.84	378.00	93040.84
TOTALS FOR FUND 177	HISTORIC PRE	1479.64		1140.45	339.19		339.19
TOTALS FOR FUND 200	DEBT SERVICE	1608167.00	17315.05		1625482.05		1625482.05
TOTALS FOR FUND 301	STREET PROJE	7223.63		18498.54	-11274.91		-11274.91
TOTALS FOR FUND 303	AIRPORT PROJ	280886.68		6293.09	274593.59		274593.59
TOTALS FOR FUND 307	SIDEWALK & C	-12606.66		571.56	-13178.22		-13178.22
TOTALS FOR FUND 309	PARK PROJECT	-321712.84		3842.55	-325555.39		-325555.39
TOTALS FOR FUND 311	LEVEE PROJEC	184519.86			184519.86		184519.86
TOTALS FOR FUND 313	EVENT CENTER	3450.20		351.84	3098.36		3098.36
TOTALS FOR FUND 315	SEWER CONSTR	10273634.52		278298.84	9995335.68	19340.00	10014675.68
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM	3538.33	221.67		3760.00		3760.00
TOTALS FOR FUND 503	CEMETERY PER		625.00	625.00		625.00	625.00
TOTALS FOR FUND 610	SEWER UTILIT	3416214.97	613332.59	451829.84	3577717.72	22452.61	3600170.33
TOTALS FOR FUND 611	SEWER SINKIN	735998.00	106833.00		842831.00		842831.00
TOTALS FOR FUND 612	STORM WATER						
TOTALS FOR FUND 613	SEWER IMPROV	3300002.00	41667.00		3341669.00		3341669.00
TOTALS FOR FUND 670	LANDFILL FUN	1149511.29	117391.90	332375.64	934527.55	19652.70	954180.25
TOTALS FOR FUND 671	LANDFILL RES	1145278.00			1145278.00		1145278.00

REPORT DATE 01/31/2021
 SYSTEM DATE 02/10/2021
 FILES ID 0

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 01/31/2021

PAGE 2
 TIME 09:31:02
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ACCOUNT NUMBER	BEG. PERIOD	CASH	CASH	END PERIOD	OUTSTANDING	TREASURY
ACCOUNT DESCRIPTION	BALANCE	DEBITS	CREDITS	BALANCE	CHECKS	BALANCE
TOTALS FOR FUND 673 RECYCLING	130418.26	57699.90	49604.26	138513.90	12100.82	150614.72
TOTALS FOR FUND 690 TRANSIT FUND	586144.71	3952.01	3148.35	586948.37	1004.16	587952.53
TOTALS FOR FUND 695 1015 TRANSIT						
TOTALS FOR FUND 720 BRIDGEVIEW E	25336.16			25336.16		25336.16
TOTALS FOR FUND 750 GOLF COURSE	25111.62			25111.62		25111.62
TOTALS FOR FUND 810 POOLED INVES	-42646799.91	47308.90	1402.40	-42600893.41		-42600893.41
TOTALS FOR FUND 820 PAYROLL CLEA	105541.41	1532698.70	1528162.57	110077.54	121245.39	231322.93
TOTALS FOR FUND 840 EQUIPMENT PU	1036409.81	184116.51		1220526.32		1220526.32
TOTALS FOR FUND 860 GROUP HEALTH	4376748.49	398527.13	308774.04	4466501.58	288673.38	4755174.96
<hr/>						
TOTALS FOR ALL LISTED FUNDS	2619695.09	5525863.54	5316072.74	2829485.89	640205.82	3469691.71

REPORT DATE 01/31/2021
SYSTEM DATE 02/10/2021
FILES ID 0

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
AS OF 01/31/2021

PAGE 3
TIME 09:31:02
USER TJ

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT



February 16, 2021

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointment to the Airport Advisory Board, term to expire 10/01/2023.

Don Wasson
515 Indian Trail Road

Recommend re-appointment to the Inspection Board of Review, term to expire
01/18/2026.

Mary Ann Reiter
401 N. Green

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

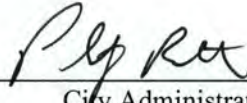
Council Meeting of : Feb 16, 2021

Police
Department

Lt. Mickey Hucks

Prepared By

Department Head



City Administrator Approval

AGENDA TITLE: Approve the appointment of Karen Bumsted to the full-time position of Chief of Police Secretary for the Ottumwa Police Department.

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

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

RECOMMENDATION: Approve the of appointment Karen Bumsted to the full-time position of Chief of Police Secretary for the Ottumwa Police Department effective March 1st, 2021 starting at \$18.69 per hour.

DISCUSSION: The appointment of Karen Bumsted will fill an opening caused by the resignation of Mary Lou Donaldson. Bumsted will be starting at \$18.69 per hr. (Secretary 04 - 3rd step).

Bumsted has executive level experience including office management from her most recent employment. Bumsted held the position of Vice-President, Consumer Lending at First State Bank from 1997-2017. Bumsted has extensive office experience managing staff, conducting audits and confidential information. Bumsted obtained a diploma for Office Specialist from the Nebraska College of Business.

The position is included in the 2020/2021 Police Department budget. This appointment is pending test results.

Karen K. Bumsted
16482 302nd St., Bloomfield, IA 52537
Phone: (815) 499-0162
Email: 4iabums@comcast.net

QUALIFICATIONS

Microsoft Word & Excel, Google Docs & Sheets, Machine Transcription, 10 key adding machine, data entry, Loading new software onto server, Train Employees in various jobs, Electronic Filing Insurance Claims, Analyzing Financial Statements, Preparing Loan Documents, Credit Reports, Laminating machines, Fax, Copy Machines, Many Web based programs & Various Other Duties

EDUCATION

1978 – 1981 Diploma, Cumberland & Massena High School, Massena, IA
1981 – 1982 Office Specialist Diploma, Nebraska College of Business, Omaha, NE
1997 – current Seminars in Lending, Home study course in Consumer and Residential & Commercial Lending Seminar

EMPLOYMENT

2017 – 6-2020 Secretary, Aplington Middle School
Polo Community School District, 610 E Mason, Polo, IL (815)946-2519
Salary: \$13.54 per hour; 40 hrs./week

Duties: Greeting parents, children, keeping attendance, computer entry of various school information, running reports, paying bills, preparing purchase orders, registration, graduation, class schedules and various other duties that are needed to be done.

1997 – 2017 Vice President, Consumer Lending
First State Bank Shannon-Polo, 211 S Division Avenue, Polo, IL 61064
(815) 864-2111 Steve Wilkens
Salary: \$57,000; 40+ hours/week

Duties: Residential, Consumer, Ag & Commercial lending, qualifying individuals for loans, analyzing credit reports, monthly reports for board, reading financial statements, Excel spreadsheets, Word, internet wires, ACH payrolls for businesses, teller work, collections, answering the phones, updating products, assisting customers and various office duties.

1996 – 1997 Customer Service
Lee Wayne Company (Halo), 1980 Industrial Dr., Sterling, IL 61081
(855)425-6266
Salary: Minimum wage at the time; 40 hours/week

Duties: Processing daily orders and mailing to the vendors, calling of vendors for shipment on orders and solving any problems between the customers, salespersons and vendors.

1992 – 1996

Business Office Clerk

Sioux Valley Memorial Hospital, 300 Sioux Valley Drive, Cherokee, IA 51012
(712)225-5101

Salary: \$9.00; 40 hours/week

Duties: Filing insurance claims electronically, answering of telephones, assisting customers with their bills, open daily mail and distribute data processing, collections and various office duties.

1989 – 1990

Customer Service

Grant City Manufacturing, Grant City, MO, no longer in Business; may have been bought in another name

Salary: Minimum wage; 40 hrs./week

Duties: Processing orders through factory line, phone communication with customers, calling in orders, entering orders onto computer system, answering incoming calls and various office duties.

VOLUNTEER EXPERIENCE

2006 – 2010

Polo School Board Member
Polo School Foundation Board
Polo Athletic Boosters
Town Zoning Review

REFERENCES

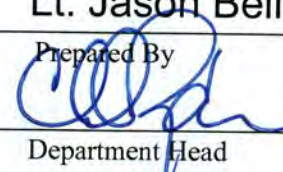
Will be given upon request.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 16, 2021

Police
Department

Lt. Jason Bell
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Consideration of Drug Task Force Byrne-JAG Grant.

****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: To approve the submission via the internet and authorize the Mayor and Chief of Police to sign all related documents.

DISCUSSION: The Ottumwa Police Department is the grant administrator for the Southeast Iowa Inter-Agency Drug Task Force which includes funding for two Ottumwa Police Department officers, one Wapello County Deputy, and the Drug Task Force prosecutor. This will be the 32nd year this grant has provided funding for the Drug Task Force.

The City is responsible for the required 25% match for the two officer positions. Due to the decrease in forfeiture funds, the City of Ottumwa and Wapello County will provide funding to make up the difference not covered by the Byrne/JAG Grant. The funding has been included in the 2021/2022

Source of Funds: 001-112-6010

Budgeted Item: Budget Amendment Needed: No

budget. Additional Task Force expenses will be financed by assessments made to to other Task Force member agencies. The Southeast Iowa Inter-Agency Drug Task Force includes the counties of Davis, Keokuk, Van Buren, and Wapello.



Application

392974 - SFY 2022 Byrne JAG/RSAT - Continuation Applicants - Final Application

393740 - Southeast Iowa Inter-Agency Drug Task Force
Byrne-Justice Assistance Grant Program (JAG)

Status: Editing

Submitted Date:

Submitted By:

Applicant Information

Primary Contact:

AnA User Id	BELLJ@IOWAID		
First Name*	Jason <small>First Name</small>	Phillip <small>Middle Name</small>	Bell <small>Last Name</small>
Title:			
Email:*	bellj@ottumwa.us		
Address:*	330 W. 2nd		
City*	Ottumwa <small>City</small>	Iowa <small>State/Province</small>	52501 <small>Postal Code/Zip</small>
Phone:*	641-683-0631 <small>Phone</small>		Ext.
Program Area of Interest*	Byrne-Justice Assistance Grant Program (JAG)		
Fax:			

Organization Information

Organization Name:*	Ottumwa, City of		
Organization Type:*	City Government		
DUNS:	07-349-0542		
Organization Website:			
Address:	105 East Third Street		
Phone:	Ottumwa <small>City</small>	Iowa <small>State/Province</small>	52501-2904 <small>Postal Code/Zip</small>
	641-683-0600		Ext.
Fax:			

Cover Sheet-General Information

Authorized Official

Name* Tom X. Lazio

Title* Mayor

Organization* City of Ottumwa
If you are an individual, please provide your First and Last Name.

Address* 105 E. Third Street

City/State/Zip* Ottumwa Iowa 52501
City State Zip

Telephone Number* 641-683-0636

E-Mail* bellj@ottumwa.us

Fiscal Officer / Agent

Please enter the "Fiscal Officer" for your Organization.

If you are an individual, please provide your First and Last Name.

Name* Jason Bell

Title Lieutenant

Organization City of Ottumwa

Address 330 West Second Street

City/State/Zip Ottumwa Iowa 52501
City State Zip

Telephone Number 641-683-0631

E-Mail bellj@ottumwa.us

County(ies) Participating, Involved, or Affected by this Proposal* Davis County, Keokuk County, Van Buren County, Wapello County

Congressional District(s) Involved or Affected by this Proposal* 2nd - Rep Marianne Miller-Meeks
Congressional Map

Iowa Senate District(s) Involved or Affected by this Proposal* 39, 40, 41
District Map

Iowa House District(s) Involved or Affected by this Proposal* 78, 80, 81, 82
District Map

Minority Impact Statement

Does the proposed grant program or policy have a disproportionate or unique **positive impact** on minority persons? *

No

Could the proposed grant program or policy have a disproportionate or unique **negative impact** on minority persons? *

No

I hereby certify the information above is complete and accurate to the best of my knowledge.*

Yes

* Chief of Police Chad Farrington
Title First Name Last Name

Application Type

This is an application for a Continuation Project: * Yes
If yes please continue. If no, see the instructions above.

Legal Applicant

Legal Applicant - Agency*	City of Ottumwa <small>Unit of government making application</small>	
Legal Applicant - Name & Title*	Tom X. Lazio <small>Name</small>	Mayor <small>Title</small>
DUNS Number*	106708212 <small>Nine Digit DUNS #</small>	

Project Director

Project Director*	Jason <small>First Name</small>	Bell <small>Last Name</small>	
Street*	330 West Second Street		
Street			
City/State/Zip Code*	Ottumwa <small>City</small>	Iowa <small>State</small>	52501 <small>Zip Code</small>
Phone*	641-683-0631 <small>Enter 10 digit number - no special characters</small>		
e-mail*	bellj@ci.ottumwa.ia.us		

Fiscal Officer

Fiscal Officer*	Jason <small>First Name</small>	Bell <small>Last Name</small>
Phone*	641-683-0631 <small>Enter 10 digit number - no special characters</small>	
Email*	bellj@ottumwa.us	

Program Area

Program Area*	Law Enforcement Programs
Descriptive Title of the Project*	Southeast Iowa Inter-Agency Drug Task Force

Level of Government

Indicate the Applicant Agency level of government.*	Municipal
--	-----------

Civil Rights Training

Applicant agency has reviewed the	Yes
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civil rights training identified in the instructions above. Relevant information has been communicated to the appropriate agency personnel. *

Application Information & Instructions

General Grant Program Information and Instructions are available as an Adobe Acrobat (pdf) file in this solicitation. (See Attachments - Program Application Information and Instructions.pdf). Application instructions are also available on the Office of Drug Control Policy website <https://odcp.iowa.gov>.

Grantees are strongly encouraged to review this information. Failure to comply with grant requirements may result in disqualification of your application. Contact Dennis Wiggins with questions 515-725-0311 or dennis.wiggins@iowa.gov

General Grant Program Information and Instructions have been received and reviewed. * Yes

Personnel

Position/Title & Employing Agency	Federal Share	Match Share	Total Fed & Match	Match %	Priority
Unit Supervisor, Ottumwa Police Department	\$57,637.00	\$19,212.00	\$76,849.00	0.25	1
Investigator, Ottumwa Police Department	\$48,042.54	\$16,014.18	\$64,056.72	0.25	2
Investigator, Wapello County Sheriff's Department	\$41,418.54	\$13,806.18	\$55,224.72	0.25	3
Prosecuting Attorney, Wapello County Attorney's Office	\$48,195.00	\$16,065.00	\$64,260.00	0.25	4
	\$195,293.08	\$65,097.36	\$260,390.44		

Fringe Benefits

Position/Title & Employing Agency	Federal Share	Match Share	Total Federal & Match	Match %	Priority
Unit Supervisor, Ottumwa Police Department	\$37,529.00	\$12,510.00	\$50,039.00	0.25	5
Investigator, Ottumwa Police Department	\$34,824.00	\$11,608.00	\$46,432.00	0.25	6
Investigator, Wapello County Sheriff's Department	\$21,078.81	\$7,026.27	\$28,105.08	0.25	7
Prosecuting Attorney, Wapello County Attorney's Office	\$14,720.13	\$4,906.71	\$19,626.84	0.25	8
	\$108,151.94	\$36,050.98	\$144,202.92		

Overtime

Position/Title & Employing Agency	Computation	Federal Share	Match Share	Total Federal & Match	Match %	Priority
		\$0.00	\$0.00	\$0.00		

Travel

Purpose of Travel	Location	Item/Computation	Federal Share	Match Share	Total Federal & Match	Match %	Priority
			\$0.00	\$0.00	\$0.00		

Equipment

Item	Computation	Federal Share	Match Share	Total Federal & Match	Match %	Priority
		\$0.00	\$0.00	\$0.00		

Supplies

Item	Computation	Federal Share	Match Share	Total Federal & Match	Match % Priority
		\$0.00	\$0.00	\$0.00	

Procurement Contracts

Item	Computation	Federal Share	Match Share	Total Federal & Match	Match % Priority
		\$0.00	\$0.00	\$0.00	

Other Costs

Item	Computation	Federal Share	Match Share	Total Federal & Match	Match % Priority
		\$0.00	\$0.00	\$0.00	

Cash Match

Describe in detail the source of cash match for this project (example: general fund, asset forfeiture, donations, etc.). Provide sufficient information to determine that your cash match is from an eligible source as identified in the "Grant Application Instructions" The minimum match requirement is 25% of total project costs.

Please note that forfeitures should not be used to match salary/benefits expenses unless that expenditure has been specifically approved by the Iowa Attorney General's office (state forfeitures) or the U.S. Attorney's Office (federal forfeitures).

Source of Cash Match.* Funds from a Local unit of government that have a binding commitment of matching funds

Describe the level and timing of cash match contribution into the project. The 25% match for personnel and benefits will be paid by the employee's home agency's. The Unit Supervisor and one Investigator-OPD match will be paid from the City of Ottumwa's General Fund. The second Investigator-WCSO and the Prosecuting Attorney match will be paid by Wapello County. Funding for these positions has been approved.

Personnel

Personnel

Costs should be consistent with agency written policies, compensation should be reasonable and consistent with that paid for similar work in other comparable agencies.

List by Position Title. Base salary rate and other paid compensation need to be listed separately. Include any formulas used. Also include percent of time involved in this project.

Overtime should be included as a separate line item in the Overtime section below.

Unit Supervisor: This person is employed by the Ottumwa Police Department and is assigned to the Task Force on a full time basis. 2184 hrs @ \$35.05 = \$76,849 X 100%

Investigator: This person is employed by the Ottumwa Police Department and is assigned to the Task Force on a full time basis. 2184 hrs @ \$29.33 = \$64,056 X 100%

Investigator: This person is employed by the Wapello County Sheriffs Department and is assigned to the Task Force on a full time basis. 2080 hrs @ \$26.55 = \$55,224.72 X 100%

Prosecuting Attorney: This person is employed by the Wapello County Attorney's Office and is assigned to the Task Force on a full time basis. Annual salary = \$64,260 X 100%

Personnel Benefits

Benefits	Position/Title	Employing Agency	% to project	FICA	Insurance - Health,	Retirement	Workers Comp	Unemployment	Match Share	Federal Share	Total
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Dental, Life

Position #	Unit	Department	100.0%								
Position #1	Supervisor	Ottumwa Police Department	100.0%	\$1,114.00	\$28,061.00	\$20,119.00	\$745.00	\$0.00	\$12,509.75	\$37,529.25	\$50,039.00
Position #2	Investigator	Ottumwa Police Department	100.0%	\$935.00	\$27,987.00	\$16,884.00	\$626.00	\$0.00	\$11,608.00	\$34,824.00	\$46,432.00
Position #3	Investigator	Wapello County Sheriff's Department	100.0%	\$4,224.60	\$18,701.52	\$5,113.80	\$65.16	\$0.00	\$7,026.27	\$21,078.81	\$28,105.08
Position #4	Prosecuting Attorney	Wapello County Attorney's Office	100.0%	\$4,915.92	\$8,640.96	\$6,066.12	\$3.84	\$0.00	\$4,906.71	\$14,720.13	\$19,626.84
Position #5			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #6			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #7			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #8			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #9			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #10			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #11			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #12			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #13			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #14			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Position #15			0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals								\$36,050.73	\$108,152.19	\$144,202.92	

OT

Overtime

Describe how OT will be utilized, list over time rate(s) and the number of overtime hours to be worked.

No funding is being requested for overtime.

Travel

Travel

Transportation and subsistence of project personnel for project related travel and travel for training events. Out of state travel requires prior approval from ODCP. Use your agency travel policies. Include contractor/consultant travel in Procurement Contracts section.

No funding is being requested for travel.

Equipment

Equipment

Type of equipment, quantity and unit price. Purpose of purchase and percent of time involved in project, and staff who will use the equipment. (Definition of Equipment = item with a value of \$5,000 and a life expectancy of 1 year or more - if an item does not meet this definition include it in the Operating Expenses line item.) Use procedures consistent with agency's written procurement policies.

No funding is being requested for equipment.

Supplies

Supplies

Supplies, printing, expendables (telephone, gas, electricity). Relate costs to project activities. Itemize all expenses. Miscellaneous expenses will not be funded

No funding is being requested for supplies.

Procurement Contracts

Contract Services

Individual consultants or service organizations. Specify purpose of contract and itemize all consultant fees, consultant expenses, and contracts. Legal applicant shall follow the same policies and procedures used for competitive bid and procurement from its non-federal funds. Contract services require ODCP approval.

No funding is being requested for procurement contracts.

Other Costs

Other Costs

List items by type. Generally, Other Expenses include items such as rent, indirect costs, operating expenses, telephone, data services, rent, etc.

No funding is being requested for other costs.

Other Project Support

Project Title	Funding Source	Amount of Funding
Southeast Iowa Inter-Agency Drug Task Force	Member assessment, Davis County	\$2,000.00
Southeast Iowa Inter-Agency Drug Task Force	Member assessment, Keokuk County	\$2,000.00
Southeast Iowa Inter-Agency Drug Task Force	Member assessment, Van Buren County	\$2,000.00
Southeast Iowa Inter-Agency Drug Task Force	Member assessment, City of Sigourney	\$1,000.00

Expenditure Status

What Percent of your current grant award has been expended through December 31st.* 85.0%

If less than 50% expended, provide explanation and plan for expenditure prior to June 30th.

Sustainability

Please describe your project's sustainability plan in the absence of federal funding.

Sustainability*

Member agencies of the Southeast Iowa Inter-Agency Drug Task Force are required to pay annual dues based on the size of the agency. In the absence of Federal funding, the Task Force would have to re-evaluate and substantially increase the annual membership amounts paid. Increasing membership dues could have an adverse affect on the membership as a majority of our member agencies are small departments with limited funds and resources available.

In the absence of Federal funding, Task Force personnel would need to be funded in full by their respective departments. In addition, operations would have to be scaled back to a sustainable level. Both the City of Ottumwa and Wapello County understand the need for the Task Force and providing funding; however, they are like many cities and counties dealing with rising costs and less revenue coming in. The City and the County have agreed to fund the Task Force for the upcoming budget year.

The Task Force will continue to seek other sources of funding, including soliciting donations and applying for local grants.

Prior Funding

List Byrne/JAG or RSAT grant funds previously received to fund the project described in this application.

Byrne-JAG/RSAT Funding SFY21*	\$100,000.00
Byrne-JAG/RSAT Funding SFY20	\$105,000.00
Byrne-JAG/RSAT Funding SFY19	\$105,450.00

Abstract

Provide a descriptive summary of the need/problem to be addressed. Emphasis should be on data which describes the nature and extent of the problem and its impact on the target to be served by the proposed project. *

Maximum of 3,000 characters

Since the formation of the Southeast Iowa Inter-Agency Drug Task Force in 1990, Task Force personnel have continued to see an increase in the problems associated with methamphetamine distribution and use. Intelligence gathered and investigations conducted show that record amounts of methamphetamine are coming into our community directly from Mexico and California. Methamphetamine remains our "problem drug" that needs to be addressed. Methamphetamine is still responsible for most cases of violence, child abuse/neglect, and property crimes occurring in our area.

Statistics from the Iowa Department of Human Services confirm that drug abuse remains a major problem in our community. DHS reported in 2018 that our Task Force area had a 311% increase in the number of confirmed Dangerous Substances in the presence of a child cases from the previous year. According to the 2018 Iowa Kids Count report, the state average for child abuse and neglect was 15.8 cases per 1,000 children. Wapello County, our most populated county, had 23.5 cases per 1,000 children. According to the Prevent Child Abuse Iowa report on the Iowa Child Maltreatment Prevention Data for 2019, Wapello County ranked 99 out of 99 Iowa Counties for counties where children had the greatest risk for maltreatment. During the reporting period, task force investigators referred 7 drug endangered children to DHS.

Experts agree that children who have experienced abuse or neglect by parents or caregivers are at a greater risk for substance abuse than other children. Experts also state that child maltreatment is associated with risk factors such as parental substance abuse and poverty. The family and home environment a child is raised in can directly influence their future and the choices they will make.

The importation, distribution, and the usage of Marijuana and THC infused products, continue to have an impact on our task force area. The Task Force continues to see an increase in marijuana cases that originate from sources outside of Iowa. Marijuana traffickers utilize resources like the US Postal Service, Amtrak, and highways to distribute high grade marijuana and THC concentrates.

The most important "need" for the continuation of the Task Force is to continue with high level drug distribution cases and to provide support to our member agencies. A majority of our member agencies have fewer than 8 officers and cannot dedicate the personnel necessary to conduct long term investigations, many of which extend outside of their jurisdiction. These agencies lack funds, personnel, equipment, training, and resources. The Southeast Iowa Inter-Agency Drug Task Force in conjunction with Byrne-Jag funding provides this support to its member agencies in order to effectively combat the serious drug problem in our area.

Describe the key activities of the proposed project.*

Maximum of 701 characters

Key activities of the Southeast Iowa Inter-Agency Drug Task force include the purchase of drugs utilizing confidential informants and undercover officers; investigation of methamphetamine manufacturers through surveillance, informants, and information supplied by local businesses; case preparation and court testimony; intelligence gathering and dissemination,; and coordination of drug investigations with member agencies. The Drug Task Force will continue to provide a special drug prosecutor who is responsible for the prosecution of drug cases for the member agencies.

Describe the expected outcomes of the proposed project.*

Maximum of 800 characters

In an effort to integrate and facilitate multijurisdictional investigations, area cities and counties banded together to form the Southeast Iowa Inter-Agency Drug Task Force in 1990. The overall mission of the Task Force is to identify, investigate, apprehend, and prosecute drug and drug related criminal offenders in its four county area. Investigators conduct surveillance of drug distributors, execute search warrants and coordinate state and federal investigations, all of which lead to the prosecution and conviction of persons involved in the illegal drug trade. Our expected outcome is to reduce the availability and demand for controlled substances through the use of the multijurisdictional drug task force in conjunction with member agencies.

Goals and Objectives

Project Goal

The goal of the Task Force is to identify, investigate, apprehend, and prosecute drug and drug related criminals in a four county area. Our goal and objectives are an ongoing process.

Objective(s)

- Remove drug offenders from the streets. Persons prosecuted and convicted of drug crimes are usually forced to participate in drug treatment.
- Reduce the amount of drugs available to users through the efforts of task force personnel, through the execution of search warrants and seizures, and through the removal of drug distributors.
- Provide investigatory assistance to member agencies.
- Provide personnel necessary to conduct long-term drug investigations, many of which extend outside the member agency's jurisdiction.
- Promote the Take Back Dropbox to help keep unused medications off the streets.

1. Select Byrne JAG Performance Measures - Non Task Force Applicants

Year in which the project is currently operating with funding assistance from the Byrne JAG program.	N/A
Total number of participants receiving services during the reporting period.	0
Number of program participants	0

who successfully completed services during the reporting period.

Number of participants served who unsuccessfully completed programming. 0

Number of program slots offered through the program. 0

2. Select Byrne JAG Performance Measures - Drug Task Force Applicants

Year in which the project is currently operating with funding assistance from the Byrne JAG program.	Second or Subsequent Year	
Number of new investigations initiated	91	
Number of judicial search warrants served	1	108
	Federal	State
Number of individuals arrested for a felony	38	
Number of individuals arrested for a misdemeanor	19	
Heroin seized (grams)	24.4	
Cocaine seized (grams)	249.4	
Crack seized (grams)	0	
Marijuana - commercial grade Seized (grams)	18030.0	
Methamphetamine/Ice seized (grams)	6367.46	
Pharmaceuticals (identify grams/dosage units/pills)	Tramadol Hydrochloride-22 du, Alprazolam- 61.5 du, Endocet-2 du, Cyclobenzaprine Hydrochloride-70 du, Clonazepam-61 du, Amphetamine and Dextroamphetamine-1 du, Amphetamine- 1 du, Acetaminophen and Oxycodone Hydrochloride-2 du, Dilaudid-13 du, Trazodone-3 du, Cephalexin Monohydrate-10 du, Sulfamethoxazole and Trimethoprim-10 du, Hydromorphone Hydrochloride-2 du, Clorazepate Dipotassium-1 du, Viagra-1 du, Acetaminophen and Hydrocodone Bitrate-1 du, Gabapentin-38 du, Diazepam-29 du, Hydromorphone Hydrochloride-5 du, Acetaminophen and Hydrocodone Bitrate-1 du, Acetaminophen and Codeine Phosphate-1	
Firearms seized	46	
Number of defendants accepted for Federal prosecution - felony charges.	6	
Number of defendants accepted for Federal prosecution - misdemeanor charges.	0	
Number of defendants accepted for State prosecution - felony charges.	43	
Number of defendants accepted for State prosecution - misdemeanor charges.	20	
Number of criminal groups disrupted.	4	
Number of criminal groups dismantled.	0	
Clandestine laboratories seized	1	
Drug endangered children referred to DHS	7	

3. Project Evaluation - Narrative

Provide a narrative description of project performance. Include the key project activities as they relate to the need/problem described in the Summary of the Project.

Provide a narrative description of the project's impact on the community/problem. Emphasis should be on measurable outcomes/impact and supported with adequate data.*

As with performance measures, the focus of the narrative should be on the past six quarters.

Maximum of approximately 9,000 Characters (3 pages)

The Southeast Iowa Inter-Agency Drug Task Force was formed 30 years ago in order to investigate and prosecute drug traffickers in Southeast Iowa. Our task force has since evolved into an agency that investigates cases leading into other areas of the state and country. Our Task Force investigators work with members of the Iowa Division of Narcotics Enforcement on a daily basis conducting controlled purchases of narcotics, executing search warrants and preparing cases for state and federal prosecution. In reviewing our efforts and performance indicators for the last full grant year and the first half of this grant period, it is evident that the Task Force has focused on vigorous drug enforcement and aggressive prosecution. This has had a positive impact on our area's drug problems.

The Task Force opened 91 new investigations during the reporting period. Several of these investigations led to search warrants and the seizure of firearms, currency, and drugs. The Task Force executed 109 search warrants and seized a total of 46 handguns, rifles, and shotguns.

During the reporting period, Task Force investigators performed 51 purchases of methamphetamine totaling 1,473.29 grams for \$16,185. Investigators seized an additional 4,894.17 grams of methamphetamine through other investigative means such as the execution of search warrants.

In September of 2019, members of the Southeast Iowa Inter-Agency Drug Task Force were contacted by a member of the United States Postal Inspectors Office in reference to a suspicious package destined to be delivered to an address in Keokuk County, Iowa. Investigators then arranged for a controlled delivery of the package and subsequently applied for, and were granted, a search warrant, after the package was obtained by an individual and taken inside of a residence. As a result of the search warrant, Investigators seized approximately three hundred eight (308) grams of high-grade marijuana, three hundred forty-three (343) grams of THC waxes and THC oils / concentrates, scales, packaging material, three (3) AR style rifles, one (1) shotgun, and one (1) handgun with a high capacity magazine. Four (4) subjects were subsequently arrested on felony and misdemeanor drug and weapon related charges.

In July of 2019 and September of 2019, members of the Southeast Iowa Inter-Agency Drug Task Force identified an individual in Ottumwa, Iowa who was involved in the distribution of large amounts of ice methamphetamine in Ottumwa, Iowa. Members of the Southeast Iowa Inter-Agency Drug Task Force, utilizing a confidential informant, then began making controlled purchases of ice methamphetamine from the source of supply. In total, Investigators performed four (4) controlled purchases of a total of thirteen (13) grams of ice methamphetamine for \$330.00 from the source. Also during the investigation, Investigators were able to confirm that the source of supply would travel out of state and obtain pounds of ice methamphetamine and then deliver them back to Ottumwa, Iowa for distribution. On September 30, 2019, Investigators applied for, and were granted, a search warrant for three (3) locations in Ottumwa, Iowa. On October 1, 2019, (One day out of the reported period), Investigators executed the warrant. As a result, Investigators seized one thousand seventeen (1,017) grams of ice methamphetamine, thirty-two (32) dosage units of pharmaceuticals, scales, United States currency, and one (1) handgun. One (1) subject was arrested for felony drug related charges.

In October of 2019, members of the Southeast Iowa Inter-Agency Drug Task Force identified an individual in Ottumwa, Iowa who was involved in the distribution of large amounts of ice methamphetamine. Members of the Southeast Iowa Inter-Agency Drug Task Force, utilizing a confidential informant, then began making purchases of large amounts of ice methamphetamine from the source of supply. In total, Investigators performed four (4) controlled purchases of a total of nine hundred five (905) grams or two (2) pounds of ice methamphetamine for \$9,700. During the investigation, members of the task force were also able to identify a second and larger source. Investigators then applied for and were granted a search warrant for several locations in Ottumwa, Iowa. On November 19, 2019, members of the task force executed the warrant and as a result, Investigators seized an additional one point three (1.3) pounds of ice methamphetamine, scales, packaging material, \$35,403.10 in United States currency, one (1) handgun, and one (1) AR Style Rifle. Two (2) subjects were subsequently arrested and indicted on Federal drug and weapons related charges.

In October of 2019, members of the Southeast Iowa Inter-Agency Drug Task Force were contacted by an Inspector with the United States Postal Inspectors Office in reference to a suspicious package that was found to contain marijuana. Members of the task force then arranged for a controlled delivery of the package and subsequently executed a search warrant, which led to the seizure of three thousand two hundred twenty-nine (3229) grams of high-grade marijuana. Through this investigation, Investigators were able to identify a second co-conspirator and executed a second search warrant. As a result, Investigators seized packaging from prior marijuana shipments, scales, packaging material, \$2,589.00 in United States Currency, one (1) handgun and one (1) AR style rifle. Two (2) subjects were subsequently arrested for felony drug related charges.

In October of 2019, members of the Southeast Iowa Inter-Agency Drug Task Force were contacted by an Inspector with the United States Postal Inspectors Office in reference to a suspicious package that was found to contain marijuana. Members of the task force then arranged for a controlled delivery of the package and subsequently executed a search warrant, which led to the seizure of three thousand two hundred twenty-nine (3229) grams of high-grade marijuana. Through this investigation, Investigators were able to identify a second co-conspirator and executed a second search warrant. As a result, Investigators seized packaging from prior marijuana shipments, scales, packaging material, \$2,589.00 in United States Currency, one (1) handgun and one (1) AR style rifle. Two (2) subjects were subsequently arrested for felony drug related charges.

During the reporting period members of the Southeast Iowa Inter-Agency Drug Task Force received information of individuals making numerous purchases of pseudoephedrine for the purpose of manufacturing methamphetamine. Investigators then used NPLEX to confirm that two (2) individuals were making frequent pseudoephedrine purchases using three (3) different names. Members of the Southeast Iowa Inter-Agency Drug Task Force then performed multiple trash pulls at the suspects' residence, which resulted in the seizure of items associated with the manufacture of methamphetamine. On January 8, 2020, members of the Southeast Iowa Inter-Agency Drug Task Force, along with law enforcement from multiple agencies, executed a search warrant at the suspect's residence. As a result of the search warrant Investigators seized numerous items associated with the manufacture of methamphetamine along with a small marijuana grow operation where investigators seized six (6) marijuana plants. Two (2) subjects were subsequently arrested for felony drug related charges.

In April 2016, a permanent Medication Dropbox was placed in the lobby of the Wapello County Law Center. The Dropbox provides citizens a safe and convenient way to properly dispose of expired and unneeded prescription drugs. During the reporting period, the Task Force has removed and destroyed approximately 327 lbs. of prescription medication.

Our Drug Task Force prosecutor, who is an integral part of our task force operation, has had a significant impact upon our task force area through her exceptional prosecution of task force and member agency's drug cases. During the last 18 months, 43 people were charged with felony drug offenses and 20 people were charged with misdemeanor drug offenses. A total of 129 charges were filed against these 63 individuals.

The investigative support and training the Southeast Iowa Inter-Agency Drug Task Force provides to its member agencies is crucial in reducing the availability and demand for controlled substances. Most of our members have fewer than 8 officers and cannot dedicate the personnel necessary to conduct long term investigations, many of which extend outside their jurisdictions. The Drug Task Force provides experienced, trained personnel capable of conducting complex multi-jurisdictional investigations of middle and upper level drug traffickers to its member agencies. The Southeast Iowa Inter-Agency Drug Task Force in conjunction with Byrne-JAG funding is vital for our member agencies to combat the serious drug problem in our area.

Other Attachments

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb. 16, 2021

Kristen Mitchell

Prepared By

Gone Ratajs
Department Head

Park & Recreation

Department

[Signature]

City Administrator Approval

AGENDA TITLE: **Renew contract for fireworks display for July 4, 2021 through July 4, 2023 including a rain date for each year and a Covid addendum.**

RECOMMENDATION: **Renew contract with J & M Displays Inc., Yarmouth , Iowa for a total \$15,000 for 2021 and the budgeted amount approved by City Council for the two following years plus any donations and authorize the Mayor to sign.**

DISCUSSION: **The city has contracted J&M displays for the past several years to coordinate our annual firework display held at Ottumwa Park. They have shown they are safety oriented and dependable. The staff at J & M Displays is proud of their company and truly enjoys displaying fireworks for the City of Ottumwa.**

Source of Funds:

Budgeted Item:

Budget Amendment Needed:



MULTIPLE YEAR AGREEMENT EXTENSION



This Agreement can be considered an extension of the previously signed Multiple Year Agreement made by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business in Yarmouth, Iowa, hereinafter referred to as Seller, and the City of Ottumwa, IA, hereinafter referred to as the Buyer. Whereas, the parties agree as follows:

- 1. Seller is in the business of providing fireworks displays. More specifically, Seller is in the business of providing fireworks for display.
2. Buyer hereby agrees to purchase all of their fireworks exclusively from Seller for the next three years (2021, 2022, 2023). In consideration thereof, Seller hereby agrees to provide bonus product to the Buyer in an amount based on the total dollars of fireworks purchased by Buyer for a given year. The Seller will have the final choice of bonus product but said product is to be fireworks of like quality and condition as the fireworks purchased by Buyer from Seller for the given year. The bonus for signing this extension to the Buyer's original Multiple Year Agreement is as follows:
- year: Bonus product equaling a dollar value of 15% of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
- year: Bonus product equaling a dollar value of 15% of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.);
- year: Bonus product equaling a dollar value of 15% of the total fireworks dollar value purchased by Buyer (total dollar value is fireworks only and excludes cost of insurance, shoot fee, taxes, etc.).
3. In addition to the "bonus product" described above, Buyer will also be entitled for each year of this Agreement to receive 8% of bonus product of like quality and condition as the fireworks purchased by the Buyer for the given year if Buyer provides an early order (all paperwork and payment for the fireworks display provided to Seller at least 70 days prior to display date). In the event that Seller should increase the amount of its bonus product percentage for "early order" for the years of this exclusive Agreement, Seller agrees to match the increased bonus product percentage for Buyer these given years.
4. In no way is Buyer obligated to purchase fireworks from Seller for any of the years covered by this Agreement. Rather, Buyer is only obligated to purchase fireworks from Seller should Buyer opt, at Buyer's sole discretion, to have a fireworks display at its events for the years in question.
5. Extension: The final year of the Multiple Year Agreement the buyer will have the option to extend the Multiple Year Agreement for an additional three years if both parties mutually agree and a Multiple Year Agreement Extension is completed and signed.
6. Termination: This Agreement will expire three (3) years from its execution. The Buyer or Seller may terminate this Agreement within 30 days after their fireworks display date. If Agreement is not terminated within the 30-day deadline, this Agreement will be in full force and effect for the following year.

J & M DISPLAYS, INC.

Seller

Buyer

Date

Date



THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Ottumwa, IA _____, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$15,000.00 _____ program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of July 4th 2021 at approximately _____: _____ pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

the sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.

\$15,000.00 _____ in full by April 25th, 2021 _____ (70 days prior to event date). The Buyer will receive the 8% prepayment bonus product in this fireworks display.

\$ _____ in full by _____ (30 days prior to event date). The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Postponement/Cancellation. Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of _____ or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. Insurance. If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

6. Buyer agrees to provide:

- (a) Sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) Protection of the display area by roping off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Dry, clean sand, if needed, for firing.
- (e) Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f) Necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

10. Excluded Damages and Limitation of Liability. Notwithstanding any provision to the contrary in this Agreement:

- (a) In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.
- (b) In no event shall Seller's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

11. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY: _____
J & M Displays, Inc.
SELLER

BY: _____
BUYER

Please include the DISPLAY INFORMATION FORM with this Agreement so your order is processed accurately.

CONTRACT

This contract made and entered into in triplicate at Ottumwa, IA this ____ day of _____ by and between **CITY OF OTTUMWA, IA** hereinafter called the "OWNER" and _____ hereinafter called the "CONTRACTOR".

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: _____

In the following location to wit: _____

It is understood and agreed:

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 or to sue for and recover compensation for damages for no-performance of this contract.

The Contractor must comply with all Federal, State and Local Laws and Ordinances. In addition, all OSHA, NFPA and ADA regulations must be complied with.

Owner is exempt from Iowa State Sales Tax and the Local Option Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. The Owner shall issue a tax exemption certificate to the Contractor authorizing purchase of the materials for this work without payment of sales and local option tax. If any sub-contractor will be purchasing materials or equipment to be incorporated into this work, the Contractor shall request a tax exemption certificate from the Owner, which will authorize the sub-contractor to purchase such materials without paying the sales or local option taxes.

In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out, said payment to be made upon presentation of an invoice for aforesaid improvement.

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.

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers,

agents and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

Bid form, Request for Bids, Work Required, and Specifications. Documents and your detailed proposal automatically become a part of the contract and to the same effect as if each of them has been set forth in complete detail herein.

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

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

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

CITY OF OTTUMWA

Tom X Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

Contractor

By: _____

Address: _____

Fireworks Display Agreement

Addendum

This Addendum to the Fireworks Display Agreement (“Addendum”) is hereby incorporated by reference into and made a part of the attached Fireworks Display Agreement (“Agreement”). Each reference in the Agreement to any term of this Addendum shall have the meaning as set forth in this Addendum for such term. Any initially capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Agreement. To the extent of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

WHEREAS the ongoing Covid-19 pandemic has impacted and hindered the ability of many industries, with an especially detrimental impact on live events, including the pyrotechnic and special effects industry;

WHEREAS J&M Displays utilizes a “Shoot Team” to conduct each individual display and each Shoot Team consists of persons who are not full-time employees of J&M Displays and over whom J&M Displays has minimal control outside the Display environment; and

WHEREAS the impact of the Covid-19 pandemic has directly impacted J&M Displays’ ability to perform fireworks displays in 2020 and is anticipated to possibly present additional difficulties in performing displays in 2021,

THEREFORE,

Each party’s obligations to perform hereunder will be excused in the case of a Force Majeure Event. Specific to this Addendum, a “Force Majeure Event” is defined to include medical conditions, which result in quarantine or similar limitations or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held. In the case of Seller, a Force Majeure Event includes, without limitation, death, serious illness or incapacity one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

Seller’s Rescheduling. J&M Displays will work with all customers to ensure a timely and safe fireworks display, but as noted above, due to circumstances beyond J&M Displays’ control, certain fireworks displays in 2021 may have to be rescheduled with limited notice to Buyer. J&M Displays will immediately inform Buyer of any unanticipated Covid-19 related interruption in services and will endeavor to reschedule the display as soon as practical or on a mutually agreeable date in calendar year 2021.

Buyer’s Rescheduling. Buyers who believe their display may be cancelled or postponed for Covid-19 related reasons should contact J&M Displays as soon as practical. Buyers who must postpone displays due to circumstances beyond their control who reschedule within calendar year 2021 will not be charged any additional fee.

Cancellation. In the event it becomes necessary for Seller to cancel the fireworks display and not reschedule, Buyer shall be entitled to a full refund of any payment made. In the event Buyer chooses to cancel the display rather than reschedule, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

All remaining terms of the Fireworks Display Agreement remain unchanged, and are ratified.

The parties have caused this Addendum to be duly executed as of the ____ day of _____, 2021.

SELLER: J&M Displays

BUYER: _____

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 16, 2021

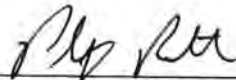
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Authorize the release of funds for the contribution to the Babe Ruth World Series event scheduled for summer of 2021.

Public hearing required if this box is checked.

RECOMMENDATION: Authorize payment of the requested \$25,000 contribution previously approved by the City Council for the 2021 Babe Ruth World Series

DISCUSSION: The City of Ottumwa was selected as a host site for a part of the Babe Ruth World Series. Last fall a request was made for the City to contribute \$25,000 to the event (same amount as last time). The City has received the official request for funds on February 10, 2021.

Source of Funds:

Budgeted Item: Budget Amendment Needed: Yes



GREATER
OTTUMWA

| CONVENTION + VISITORS BUREAU |

February 10, 2021

Mr. Philip Rath
City Administrator
City of Ottumwa
105 E. Third St.
Ottumwa, IA 52501

Dear Mr. Rath,

On behalf of the Babe Ruth World Series Organizing Committee, the Greater Ottumwa Convention and Visitor's Bureau hereby requests a grant in the amount of \$25,000 from the City of Ottumwa. These funds will be utilized for several marketing and PR functions required to host the 2021 14-Year-Old Babe Ruth World Series, including the design and printing of the program book and the purchase of souvenirs.

All proceeds from the sales of series tickets, souvenirs and advertising space in excess of operating costs will be used to support Ottumwa youth baseball.

The Babe Ruth World Series Organizing Committee greatly appreciates the continued support of the City of Ottumwa for this important event.

Sincerely,

Andrew Wartenberg
Executive Director
Greater Ottumwa Convention & Visitors Bureau
102 Church St. Ottumwa, IA 52501-4209
O: 641.684.4303 C: 517.290.9514
GreaterOttumwaCVB.org

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 16, 2021

Public Works
Department

Kelly Blankenship
Prepared By

Larry Seals *Larry Seals*
Department Head

Phil Ratt
City Administrator Approval

AGENDA TITLE: Approve purchase of a new plow for #53, 2012 Ford F550 One Ton Dump Truck

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

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

RECOMMENDATION: Approve the purchase of a new plow for vehicle #53 from Hawkeye Truck Equipment in the amount of \$8,150.

DISCUSSION: Vehicle #53 is a 2012 Ford F550, One Ton Dump Truck with a front mounted snow. These plows are mainly used for narrow streets, parking lot finish work and alleys. Multiple repairs have been made to the plow which now needs replaced. The main frame mountings points have been deformed or broken, the blades have had several cracked and repairs made and one hydraulic cylinder has been bent. Parts to repair the plow would be \$5,600 plus shipping. The truck has approximately 26,000 miles and both the truck and plow are not scheduled to be rotated out of the fleet for six years.

It was anticipated these plows would last the service life of the truck but we have seen a higher maintenance cost for the Power-V blades than straight blades.

Specs are attached for a Boss 10" Steel Heavy-Duty Power-V DXT Snowplow with a quote of \$8,150 from Hawkeye Truck Equipment.

We have \$24,000 to cover the purchase of two new blades and controls for two of our larger trucks.

Budget; \$24,000 in 110.2.250.6727

Source of Funds: Road Use

Budgeted Item: Yes

Budget Amendment Needed: No



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
 DES MOINES, IOWA 50316-0283
 1-800-822-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Job No.	23550
Quote Date	02/01/21
Expire Date	03/03/21

Customer: 539000
 CITY OF OTTUMWA
 CITY HALL
 105 EAST THIRD
 OTTUMWA IA 52501

Payments by Credit Card may be subject to 3% handling fee.

Terms				
N10				
MM: Order Tkr				

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR APPROVAL

ATTENTION: DAN/ROBIN

- 1 - BOSS POWER V-DXT SNOWPLOW
- BLADE WIDTH: 10'
- BLADE HEIGHT: 35" INSIDE AND 45" OUTSIDE
- 11 GAUGE STEEL MOLDBOARD
- 8 VERTICAL AND 2 DIAGONAL REINFORCEMENT RIBS
- DUAL TRIP DESIGN FOR ENHANCED PLOW PROTECTION WHEN HITTING OBSTACLES, HIGH OR LOW, IN ANY POSITION
- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM ELIMINATES SNOWPLOW BOUNCE DURING TRANSPORT
- 4 TRIP SPRINGS FOR THE MOLDBOARD TRIP
- 3 TORSION SPRINGS PER BLADE HALF FOR THE TRIP EDGE
- 1/2" X 6" HARDOX STEEL CUTTING EDGE
- RT3 SMART HITCH ONE MAN MOUNTING SYSTEM THAT ALLOWS THE PLOW TO BE REMOVED OR INSTALLED IN LESS THAN 20 SECONDS
- SMART LOCK CYLINDER FOR BACK DRAGGING
- SL3 L.E.D. SNOWPLOW LIGHTS WITH ICE SHIELD TECHNOLOGY ARE 2X BRIGHTER THAN THE COMPETITION
- EXCLUSIVE VISE LIKE GRIP THAT LOCKS THE PLOW INTO PLACE WITH A SINGLE ADJUSTMENT
- SMART TOUCH HAND HELD CONTROLLER
- HIGH PRESSURE HYDRAULICS ARE 2X FASTER THAN THE COMPETITION

*** CONTINUED NEXT PAGE ***



HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283
DES MOINES, IOWA 50316-0283
1-800-622-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Q U O T A T I O N

Job No.	23550
Quote Date	02/01/21
Expire Date	03/03/21

Customer: 539000
CITY OF OTTUMWA
CITY HALL
105 EAST THIRD
OTTUMWA IA 52501

Payments by Credit Card may be subject to 3% handling fee.

Terms				
N10				
MM: Order Tkr				

- ENCLOSED HYDRAULICS PROTECTS AGAINST CORROSION AND HYDRAULIC FREEZE UP
- CURB GUARDS ARE BUILT INTO THE CUTTING EDGE ARE STANDARD
- SMART SHIELD POWDER COATED PAINT FINISH
- COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

\$ 8,150.00

NOTES

- TO BE ASSEMBLED FOR CUSTOMER PICK UP
- THE TRIPPING BASE ANGLES ON THE DVXT COME STANDARD WITH CURB GUARDS AND SNOW CATCHER AND CAN BE USED AS THE CUTTING EDGE UNTIL WORN DOWN
- PRICE INCLUDES NEW WIRE HARNESS, MOUNT, AND CONTROLLER, ALL INSTALLED

THANK YOU FOR THE OPPORTUNITY,
MATT MCDOWELL

Sub total	\$	0.00
Sales Tax	\$	0.00
Freight	\$	0.00
FET	\$	0.00
Total	\$	0.00

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: 2-16 2021

Public Works - WPCF
Department

Ron Jacobsen
Prepared By

Larry Seals *Larry Seals*
Department Head

Ally Pitt
City Administrator Approval

AGENDA TITLE: Approve the purchase of a new all-weather sampler.

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

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

RECOMMENDATION: Approve the purchase of a Optima CVE-16 All Weather sampler for \$7173.00 from GPM from Blair, NE

DISCUSSION:

This sampler will be used at the Equalization Basin overflow at the WPCF which the Iowa DNR requires to be sampled whenever it is flowing over. The same make and model is currently used to sample the raw influent and treated effluent, which mean only one set of spare parts are needed. It will also allow this one to be used as a spare when it isn't needed at the EQ Basin. It comes with a two year warranty.

This new sampler will be set on a small concrete pad, have electricity ran to it, and a small shed built over it to protect it from the elements. Currently, we set up a battery powered portable sampler on the rock surface, which is required to be at temperature of 4 degrees Celsius, so ice is added to keep the needed temp.

WPCF budgeted \$7,000 in 610-8-815-6727 and this will be taken out of that account.



10633 County Road 26
 Blair, NE 68008
 Phone: 402-571-1303
 Fax: 402-502-6662

Quotation

DATE: - 1-15-2021

QUOTE #IS211501-00E

Please address purchase orders to **GPM**

Quotation Prepared For:

Ron Jacobsen
 WPCF Supt
 City of Ottumwa
 2222 Emma St,
 Ottumwa, IA 52501
 Cell: 712-291-5247
JacobsenR@ci.ottumwa.ia.us

RE: Optima CVE-16 Sampler with Pump Heater

Item	Qty	Part Number	Description	Unit Price	Total Price
1	1	682321134	Optima CVE-16, Multibottle, All Season Refrigerated Vacuum Sampler (120 VAC, 60 Hz) with heater, fiberglass base and body, suitable for corrosive environments and severe outdoor conditions. This unit has a 28 foot vertical lift, includes controller and equipped for sequential bottle sampling. To receive a complete system you must also order bottles and suction line with strainer.	\$6,607.00	\$6,607.00
2	1	WW178	5 Gallon Plastic, Pail Type Container	\$46.00	\$46.00
3	1	609004379	3/8 inch ID x 25 ft. long vinyl suction line with standard weighted polypropylene strainer. Includes tubing coupler.	\$126.00	\$126.00

Subtotal 6,779.00

TERMS AND CONDITIONS:

1. Prices Valid 30 Days
 2. Freight Quoted Expedited
 3. Delivery 3-4 weeks
- Customer Acceptance (sign below):

Freight 394.00

Total 7,173.00

x _____
 Accepted by: Title: Date: PO#

If you have any questions about this price quote, please contact:

Justin Meader, P. 402-571-1303, justin@gpmweb.net

Thank You For Your Business!



January 21, 2021

Proposal 1.21.2021-RJ

To: Ottumwa, City of
Ron Jacobsen

Reference: Wave™ Vacuum Sampler

Emerald Coast Manufacturing, LLC. is pleased to offer the following proposal per your request:

- Qty 1 Wave™ All Season Refrigerated Vacuum Sampler, With Heater
 - 115 VAC
 - 29 ft Suction Lift
 - Acrylic/ABS/Fiberglass Enclosure, suitable for corrosive environments and severe outdoor conditions
 - The Wave™ uses patent pending technology that will allow the user to program their sample size using a keypad with high accuracy and repeatability.
 - 7" LCD Color Touch-Screen
 - 6 Pin connector w/ 6' cable - 4-20 mA input, pulse input, alarm relay
 - Random time based, constant size sampling programming
 - Time or flow-based sampling programming
 - Data-logging
 - Operation manual
- Qty 1 AC6005 - 5-Gallon Nalgene Bottle with Lid
- Qty 1 AC6002 Stainless Steel Strainer
- Qty 25 AC6001 3/8" ID X 5/8" OD Tubing, Foot

TOTAL: \$6,714.00
Shipping \$300.00

Customer Lead time: 10 business days Warranty: Two Years

#7014

Pricing does not include taxes or installation
To approve please sign, date, and return via fax or e-mail

Sincerely,
Rennie Jones
Ronnie Jones

Acceptance Signature: _____ Date: _____

4121 Warehouse Lane, Pensacola, FL 32505 USA
(850) 469-1142 | ron@emeraldcoastmfg.com

www.emeraldcoastmfg.com

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 16, 2021

Engineering
Department

Chad Carlson
Prepared By
Larry Seab

Department Head

P. H. Rett
City Administrator Approval

AGENDA TITLE: Approve final payment to Christy Construction for an emergency sewer repair on Hancock Street.

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

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

RECOMMENDATION: Approve final payment to Christy Construction for an emergency sewer repair on Hancock Street.

DISCUSSION: A sewer line failure needing immediate attention was discovered beneath the drive into the Mercy Clinic. An RFQ was prepared and two (2) Quotes for the emergency sewer repair were received. Christy Construction of Ottumwa, Iowa was the low bid at \$13,998.00.

A new piece of 12" PVC sewer pipe was installed to replace the deteriorated portion. The City of Ottumwa provided the PVC sewer pipe and ferncos and also performed street sawcutting, pavement patching and electrical work for the Wash King sign.

The total quote for this project was \$13,998.00. A payment for 95% of the contract price totaling \$13,298.10 was issued on December 13, 2019. This final reimbursement is for \$699.90.

This project is funded from the sewer fund balance.

Source of Funds: Sewer Fund Balance

Budgeted Item: No

Budget Amendment Needed: No

**SECTION 830
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: 2019 RFQ- Hancock Emergency Sewer Rep PAY REQUEST NO. 2

Final

FROM CONTRACTOR: Christy Construction

PAY PERIOD: 11-Jan-21

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$13,998.00</u>
2. Net change by Change Orders	<u>\$0.00</u>
3. Contract Sum to Date (Line 1+ Line 2)	<u>\$13,998.00</u>
4. Total Completed and Stored to Date	<u>\$13,998.00</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$13,998.00</u>
7. Less Previous Payments	<u>\$13,298.10</u>
8. Current Payment Due	<u>\$699.90</u>

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

CONTRACTOR: Christy Construction
BY: [Signature]

DATE: Jan 28-2021
TITLE: owner

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$699.90

DATE: _____

ENGINEER/DIRECTOR OF PUBLIC WORKS _____

FILED


2021 FEB -2 PM 4:00

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 16, 2021

Planning & Development
Department

Jody Gates
Prepared By
Kevin C Flanagan 
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 21 - 2021, a resolution setting March 16, 2021 as the date of a Public Hearing on the disposition of City owned property located at 111 N. Clay

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

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

RECOMMENDATION: Pass and adopt Resolution No. 21 - 2021

DISCUSSION: The City is accepting bids on this property until March 9, 2021. The successful bidder will be identified at that time and the bid will be brought to the March 16, 2021 City Council meeting. This is the second attempt to sell 111 N. Clay. No bids were received the first time the property was offered for sale.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION No. 21- 2021

A RESOLUTION SETTING MARCH 16, 2021 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 111 N. CLAY

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as the Southwest 66 feet off the Southeast 54.25 feet of the Northeast 132 feet of Lot 10 in Hinsey and Hedrick's Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 111 N. Clay; and

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

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

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

That the 16th day of March 2021 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to the highest bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 16th day of February 2021.

City of Ottumwa, Iowa

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 16, 2021

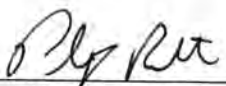
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Set March 2, 2021 at 5:30 PM for a Public Hearing for the Purpose of Considering Options for the Nomination Process for the Selection of City Representatives

Public hearing required if this box is checked.

RECOMMENDATION: Set the public hearing for consideration of various options related to the nomination process for city elected officials.

DISCUSSION: The City of Ottumwa is one of a few cities which still operates under the primary election process originally utilized when city elections were established. The City may change this process by ordinance if desired. There are several options available to the City for consideration. They are: 1) primary election provisions [current], 2) runoff election provisions, 3) nomination by petition only [Ch. 45 cities], 4) nomination by petition or by convention [Ch. 44 and 45 cities], 5) nomination by convention only [Ch. 44 cities], 6) special charter city.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 36-2021

RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING THE NOMINATION PROCESS FOR THE SELECTION OF CITY REPRESENTATIVES

WHEREAS, upon the origination of citywide elections, cities in the State of Iowa were operated under primary election provisions; and

WHEREAS, cities would continue to operate under primary election provisions unless the City adopts an ordinance to revise the process; and

WHEREAS, there are a variety of nomination process options utilized by most cities across the State of Iowa; and

WHEREAS, interested residents or taxpayers having comment for or against a particular method of nominating candidates for public office may appear and be heard before a public hearing at the City Council meeting on March 2, 2021, at 5:30 PM 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 this confirms that the City Council order the publication of a notice of public hearing pertaining to receiving input from the public regarding the nomination process for elected officials in the City of Ottumwa not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing. A notice shall also be posted on the city website and social media accounts.

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 16th day of February, 2021.

CITY OF OTTUMWA, IOWA

Tom Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 16, 2021

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

Rlp
City Administrator Approval

AGENDA TITLE: Resolution #38-2021. Approving the contract, bond, and certificate of insurance for the Marion Street 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 #38-2021.

DISCUSSION: This project involves full-width, full depth PCC Reconstruction of Marion Street from 4th Street to North Court. This project includes replacing the existing sanitary sewer and adding storm sewer to separate the combined system. Marion Street has suffered extensive damage from water main breaks. We are currently working on a cost share amount with Ottumwa Water and Hydro and will finalize before start of construction. Ottumwa Water has installed a new water main from 4th Street to North Court. ADA HC ramps will be installed and sidewalk will be replaced where required to allow paving.

This project will commence by April 1, 2021 and shall be completed within 60 working days.

These are the required bonds, certificate of insurance and signed contract with Drish Construction, Inc. of Fairfield, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the February 2, 2021 City Council Meeting in the amount of \$735,723.00.

Funding: \$500,000 LOST
 \$300,000 RU

Estimated cost: \$785,237

Budgeted amount: \$800,000

Source of Funds: LOST/RU Budgeted Item: YES Budget Amendment Needed: No

RESOLUTION # 38 -2021

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

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Drish Construction, Inc. of Fairfield, Iowa in the amount of \$735,723.00 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 Drish Construction, Inc. of Fairfield, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16th day of February, 2021.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk



DRISCON-01

CWEBB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2021

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).

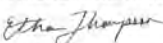
PRODUCER The Accel Group LLC PO Box 3100 Cedar Rapids, IA 52406-3100	CONTACT NAME: PHONE (A/C. No, Ext): (319) 365-8611 FAX (A/C. No): (319) 365-6919 E-MAIL ADDRESS: certs@acceladvantage.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Drish Construction Inc 1701 S. Main Str. Fairfield, IA 52556	INSURER A: Auto-Owners Insurance Co. 18988	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		39811181	4/28/2020	4/28/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5281105100	4/28/2020	4/28/2021	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 \$			5281105101	4/28/2020	4/28/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	39183975	4/28/2020	4/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Ottumwa, Ia is included as an additional insured with respect to General Liability as per written contract and policy forms terms and conditions.

CERTIFICATE HOLDER City of Ottumwa 105 E 3rd St Ottumwa, IA 52501-2904	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **February 16, 2021**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Drish Construction, Inc. of Fairfield, 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: **Marion Street 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 **60 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 **\$735,723.00** 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 two (2) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By _____

Title Mayor

ATTEST:

Title City Clerk

Drish Construction, Inc.

Contractor

By 

Title President

Address 1701 S. Main Street

City, State, Zip Fairfield, IA 52556

SECTION 00510
PERFORMANCE BOND

Bond #IAC590265

KNOW ALL PERSONS BY THESE PRESENTS: that

Drish Construction, Inc.

(Name of Contractor)

1701 S. Main Street, Fairfield, IA 52556

(Address of Contractor)

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

Merchants Bonding Company (Mutual)

(Name of Surety)

6700 Westown Parkway, West Des Moines, IA 50266

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Seven hundred thirty five thousand, seven hundred twenty three dollars & zero cents
(\$ 735,723.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 16th day of February, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

Marion Street Reconstruction Project

Ottumwa, Iowa

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 16th day of February, 2021.

ATTEST:

Phil Drish
(Principal) Secretary

Drish Construction, Inc.
Principal
By Roger D. Drish (s)

(SEAL)

Roger D. Drish, President
1701 S. Main Street, Fairfield, IA 52556
(Address)

Brenda K. Weeks
(Witness as to Principal)
1701 S. Main St.
Fairfield, IA 52556
(Address)

ATTEST:

(Surety) Secretary

Merchants Bonding Company (Mutual) (s)
Surety

(SEAL)

Sofia Burnette
Witness as to Surety

By Laura A. Foust
Attorney-in-Fact

Sofia Burnette
212 Brady St., Ste. 4B, Davenport, IA 52801
(Address)

Laura A. Foust
212 Brady St., Ste. 4B, Davenport, IA 52801
(Address)

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

**SECTION 00520
PAYMENT BOND**

Bond #IAC590265

KNOW ALL PERSONS BY THESE PRESENTS: that

Drish Construction, Inc.

(Name of Contractor)

1701 S. Main Street, Fairfield, IA 52556

(Address of Contractor)

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

Merchants Bonding Company (Mutual)

(Name of Surety)

6700 Westown Parkway, West Des Moines, IA 50266

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Seven hundred thirty five thousand, seven hundred twenty three & zero cents
(\$ 735,723.00) in lawful money of the United States, for the payment of which sum well and truly to be
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain
contract with the OWNER, dated this 16th day of February, 2021, a copy of which is hereto
attached and made a part hereof for the construction of

Marion Street Reconstruction Project

Ottumwa, Iowa

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 16th day of February, 2021.

ATTEST:

Phil Orisk
(Principal) Secretary

Drish Construction, Inc.
Principal
By Roger D. Drish (s)

(SEAL)

Roger D. Drish, President
1701 S. Main Street, Fairfield, IA 52556
(Address)

Brenda K. Weeks
(Witness as to Principal)
1701 S. Main St.
Fairfield, IA 52556
(Address)

ATTEST:

(Surety) Secretary

Merchants Bonding Company (Mutual) (s)
Surety

(SEAL)

Sofia Burnette
Witness as to Surety

By Laura A. Foust
Attorney-in-Fact

Sofia Burnette

Laura A. Foust

212 Brady St., Ste. 4B, Davenport, IA 52801
(Address)

212 Brady St., Ste. 4B, Davenport, IA 52801
(Address)

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

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Aaron E Matlock; Brian C Matlock; Joyce L Briggs; Laura A Foust; Meredith T Morrow; Michael F Wernsman; Scott A Saveraid; Seth W Doup; Stacy A Banfield; Walter G Zimmerer

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of July, 2020



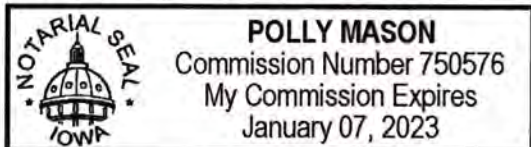
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of July, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3 day of February 2021



William Warner Jr.
Secretary

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 16, 2021

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals

Department Head

DJ Rite
City Administrator Approval

AGENDA TITLE: Resolution # 39-2021. Approving the contract, bond, and certificate of insurance for the WPFC Effluent Diffuser 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 # 39-2021.

DISCUSSION: This project is expected to begin March/April and has a completion date of June 30th if the site is workable. This project is unique and has been setup to allow flexibility due to the river flow and depth controlling the work site.

The diffuser is shared with JBS and they have agreed to pay 1/3 of maintenance and installation costs. This percent is based on average flow and loading from their plant compared to the total plant flows and loadings.

These are the required bonds, certificate of insurance and signed contract with J.F. Brennan Company, Inc. of La Crosse, Wisconsin for the above referenced project and are now on file with the City Clerk. This project was awarded at the February 2, 2021 City Council Meeting in the amount of \$77,250.00.

Funding: WPCF fund (610-8-815-6399).

Opinion of probable cost	Base bid	\$40,000
Alternate 1 Cleaning		\$25,000

Source of Funds: Sewer Fund Budgeted Item: Yes Budget Amendment Needed: No

RESOLUTION #39-2021

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE WPCF EFFLUENT DIFFUSER PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to J.F. Brennan Company, Inc. of La Crosse, Wisconsin in the amount of \$77,250.00 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 J.F. Brennan Company, Inc. of La Crosse, Wisconsin, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16th day of February, 2021.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **February 16, 2021**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **J.F. Brennan Company, Inc., La Crosse, Wisconsin** 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: **"WPCF – Effluent Diffuser 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 by June 30, 2021 and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$77,250.00** 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 two (2) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By _____

Title Mayor

ATTEST:

Title City Clerk

J.F. Brennan Company, Inc.
Contractor

By *[Signature]*

Title CFO

Address 818 Bainbridge St

City, State, Zip La Crosse, WI 54603



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/04/2021

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).

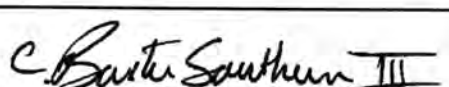
PRODUCER McGriff Insurance Services, Inc. 7711 Bonhomme Avenue Suite 900 St. Louis, MO 63105	CONTACT NAME: PHONE (A/C, No, Ext): 314-854-5200 FAX (A/C, No): E-MAIL: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :US Specialty Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :Atlantic Specialty Insurance Company</td> <td>27154</td> </tr> <tr> <td>INSURER C :Arch Insurance Company</td> <td>11150</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 :US Specialty Insurance Company		INSURER B :Atlantic Specialty Insurance Company	27154	INSURER C :Arch Insurance Company	11150	INSURER D :		INSURER E :		INSURER F :
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INSURED J.F. Brennan Company, Inc. Brennan Marine, Inc. P.O. Box 2557 818 Bainbridge St. La Crosse, WI 54602-2557															

COVERAGES **CERTIFICATE NUMBER:** Z6GT4Z39 **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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50,000 deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		41PKG8957701	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		41PKG8957701 Hired Physical Damage \$1,000 Comp/\$1,000 Coll	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		US Specialty #CXS10967.040 Atlantic Specialty #B5JH03884, Stratford #VMX8000448, and XL Specialty #UM00084264MA20A	04/01/2020	04/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	41WC18957501 44WC18957601 Includes USL&H	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policies listed herein.
 Project: WPCF - Effluent Diffuser Project, Ottumwa, Iowa
 City of Ottumwa, Wapello County, IA is added as additional insured as respects the General Liability policy but only with regard to the insured's operations and as required by written contract. Subject to all policy terms, conditions and exclusions.

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

SECTION 00510
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

J.F. Brennan Company, Inc.

(Name of Contractor)

818 Bainbridge Street, La Crosse, WI 54603

(Address of Contractor)

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

Fidelity and Deposit Company of Maryland

(Name of Surety)

1299 Zurich Way, 5th Street, Schaumburg, IL 60196-1056

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Seventy Seven Thousand Two Hundred Fifty and 00/100 Dollars (\$77,250.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 16th day of February, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

WPCF – Effluent Diffuser Project

Ottumwa, Iowa

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 16th day of February, 2021.

ATTEST:

[Signature]
(Principal) Secretary

(SEAL)

[Signature]
(Witness as to Principal)
818 Bainbridge St
LaCrosse, WI 54603
(Address)

J.F. Brennan Company, Inc.
By [Signature] Principal (s)

818 Bainbridge Street
La Crosse, WI 54603
(Address)

ATTEST:

[Signature]
(Surety) Secretary

(SEAL)

[Signature]
Witness as to Surety

2211 7th Avenue South
Birmingham, AL 35233
(Address)

Fidelity and Deposit Company of Maryland (s)
Surety

By [Signature]
Attorney-in-Fact William M. Smith

1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
(Address)

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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mark W. EDWARDS, II, Jeffrey M. WILSON, Robert R. FREEL, Alisa B. FERRIS, William M. SMITH, Richard H. MITCHELL and Anna CHILDRESS, all of Birmingham, Alabama, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of June, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 20th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of February, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

**SECTION 00520
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

J.F. Brennan Company, Inc.

(Name of Contractor)

818 Bainbridge Street, La Crosse, WI 54603

(Address of Contractor)

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

Fidelity and Deposit Company of Maryland

(Name of Surety)

1299 Zurich Way, 5th Street, Schaumburg, IL 60196-1056

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Seventy Seven Thousand Two Hundred Fifty and 00/100 Dollars (\$ 77,250.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 16th day of February, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

WPCF – Effluent Diffuser Project

Ottumwa, Iowa

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 4th day of February, 2021.

ATTEST:

[Signature]
(Principal) Secretary

(SEAL)

[Signature]
(Witness as to Principal)
818 Bainbridge St
LaCrosse, WI 54603
(Address)

J.F. Brennan Company, Inc.
By [Signature] Principal (s)

818 Bainbridge Street
La Crosse, WI 54603
(Address)

ATTEST:

[Signature]
(Surety) Secretary

(SEAL)

[Signature]
Witness as to Surety
2211 7th Avenue South
Birmingham, AL 35233
(Address)

Fidelity and Deposit Company of Maryland (s)
Surety

By [Signature]
Attorney-in-Fact William M. Smith
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
(Address)

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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Mark W. EDWARDS, II, Jeffrey M. WILSON, Robert R. FREEL, Alisa B. FERRIS, William M. SMITH, Richard H. MITCHELL and Anna CHILDRESS, all of Birmingham, Alabama, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 20th day of June, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 20th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

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1299 Zurich Way
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www.reportsfclaims@zurichna.com
800-626-4577

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 16, 2021

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Set March 2, 2021 at 5:30 PM for a Public Hearing for Five Year
Renewal of Lease Agreement between the City of Ottumwa and Musco
Sport Lighting, LLC.

Public hearing required if this box is checked.

RECOMMENDATION: Set the public hearing for consideration of lease renewal

DISCUSSION: The City of Ottumwa entered into an Agreement with Musco Sport
Lighting, LLC on or around February 25, 2016 for the lease of the South
One-Half of Building #23 - a hangar at the Ottumwa Regional Airport. This
Agreement provided for an automatic renewal clause of an additional five
year period – March 1, 2021 through February 28, 2026 following action by
each party. Musco has expressed interest in renewing the Agreement.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 45-2021

RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING A FIVE YEAR RENEWAL OF LEASE AGREEMENT BETWEEN THE CITY OF OTTUMWA AND MUSCO SPORT LIGHTING, LLC.

WHEREAS, the City of Ottumwa entered into an Agreement with Musco Sport Lighting, LLC on or around February 25, 2016 for the lease of the South One-Half of Building #23 - a hangar at the Ottumwa Regional Airport; and

WHEREAS, said Agreement provided for an automatic renewal clause of an additional five year period – March 1, 2021 through February 28, 2026 following action by each party; and

WHEREAS, lease agreements greater than or equal to three years in length of term require a public hearing; and

WHEREAS, interested residents or taxpayers having comment for or against the stated lease agreement may appear and be heard before a public hearing at the City Council meeting on March 2, 2021, at 5:30 PM 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 this confirms that the City Council order the publication of a notice of public hearing pertaining to receiving input from the public regarding the nomination process for elected officials in the City of Ottumwa not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing. A notice shall also be posted on the city website and social media accounts.

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 16th day of February, 2021.

CITY OF OTTUMWA, IOWA

Tom Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 16, 2021

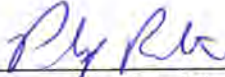
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Appeal Request Regarding the Denial of "City-Sponsored Event" Status for Staff Coordinated Semi-Annual Craft Shows.

Public hearing required if this box is checked.

RECOMMENDATION: Deny the request as advised by the City Administrator

DISCUSSION: On February 4, Gail Roberts met with me to discuss the continuation of the semi-annual craft shows as a "city-sponsored" event. Historically this was allowed and the proceeds from these events were used to offset costs associated with an annual employee recognition dinner. When the request was posed last fall, there were a number of questions and concerns related to the "public purpose" of the events and other general issues. I had authorized the request last year due to the uncertainty of being able to hold any events and the requirement that staff be compensated for their time associated with the event, which addressed a potential legal issue related to fair labor laws.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

At the meeting on the 4th, I informed Roberts that I could not support the recommendation to continue the craft shows as a city sponsored event. Under the City Sponsored Events Reimbursement Policy adopted in 2018, "public purpose" events are defined as "events that promote the City's mission to enrich the community and benefit the general welfare of the public. City staff will review the Applicant's special events application to ensure compliance with governing law...and applicable conflict of interest laws." Although the events are nice for the community and the proceeds go toward showing appreciation for the employees, it is a stretch to classify the events as a "public purpose" in my opinion.

As a result, the request was denied. At that time Roberts requested additional consideration / appeal as soon as practical as she was working with Bridge View Center to establish a contract for the April show. We agreed that the next regular meeting (February 16, 2021) the item would be added to the agenda and the City Council would make the final determination.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 16, 2021

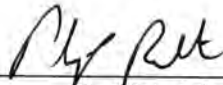
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Authorizing the City to re-solicit Request for Proposals regarding janitorial services at the Law Center.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the City to proceed with issuing revised RFP's related to janitorial services for the City of Ottumwa.

DISCUSSION: The previous agreement for janitorial services at the law center has expired. Prior to that expiration a RFP was issued and the City received a sole bid from the current provider. At that time the proposal was rejected due to potential errors, which may have contributed to a low volume of submissions and the proposed cost increase of the received proposal.

It was suggested to revise the RFP to allow for annual price adjustments (rather than a 5 year lock). The second process resulted in zero submissions. Staff had considered simply extending the agreement with the current provider with a negotiated increase, but due to Iowa Code 362.5(2) the City should only consider this following the RFP process.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

CITY OF OTTUMWA, IOWA



REQUEST FOR PROPOSALS FOR THE PURPOSE OF:

Contractual Janitorial Services

Issue Date: February 17, 2021

**Submissions due:
Wednesday, March 10 at 2:00 PM CST**

To the following:

City of Ottumwa
Attn: City Clerk
105 East Third Street
Ottumwa, IA 52501

I. STATEMENT OF PURPOSE

The City of Ottumwa (the "City") is seeking proposals for contractual janitorial services for the Ottumwa/Wapello County Law Enforcement Center. Areas in the contract are limited to those occupied by the Ottumwa Police Department (OPD) and those shared by OPD and the Wapello County Sheriff's Department (WCS). The initial contract will cover fifteen months with the option for the City to contract with the Vendor for a second twelve month period. Proposals are due to the office of the City Clerk located in City Hall of Ottumwa, Iowa by 2:00 PM CST on Wednesday, March 10, 2021.

II. Scope of Work

The Law Enforcement Center located at 330 W 2nd Street is a shared jurisdiction building between OPD and WCS. For the purposes for this Proposal, the scope of work is limited to the areas occupied by the OPD and the common areas shared by both OPD and WCS. The "work week" for janitorial services is Monday through Friday. The scope of work is divided into services that are to be performed **DAILY, WEEKLY, MONTHLY, and ANNUALLY** as outlined in the grid below. With the exception of those items listed below, the Vendor shall provide any required materials, supplies, and equipment to execute the scope of work. A space will be provided for the selected Vendor to store supplies and equipment. The following materials will be furnished by the Law Enforcement Center:

- Toilet tissue.
- Hand soap.
- Hand towels.
- Deodorizers for restrooms or otherwise.
- Trash receptacle bags. To include 50/60 gallon "Heavy" gauge bags to collect and carry all trash for pickup.

Janitorial services to be completed within this Scope of Work (as scheduled) are as follows:

SERVICES – DAILY	OPD	OPD/WCS
Vacuum carpeting	X	X
Clean bathrooms and mirrors and clean/disinfect stools, urinals, and sinks	X	X
Check and refill toilet paper, towel, and soap dispensers as needed	X	X
Clean locker rooms and clean/sanitize shower stalls	X	
Clean/sanitize drinking fountains	X	X
Dust mop all tile flooring	X	X
Damp mop tile flooring in high traffic areas	X	X
Clean break rooms, officer's area, and roll call tables and counters	X	
Empty all wastebaskets, replace with clean bag if needed and carry to dumpster	X	X
Clean wall switch coverings and other finger traffic areas	X	X
Clean spots out of carpet as needed	X	X
Clean the inside of the office windows as needed	X	X
Dust mop stairs		X
Damp mop entry tile flooring		X
Clean dispatch area including break room and bathroom		X
Clean glass at entrances and lobbies		X

SERVICES – WEEKLY	OPD	OPD/WCS
Dust offices; includes counters, computer equipment, and file cabinets. Do not move or spray any papers, computer equipment, office machines, or other items.	X	
Dust chairs, chair legs, tables, desks, and window ledges	X	X
Check walls and ceilings for cobwebs, remove	X	X
Clean glass in Sergeant’s office, roll call, secretary’s office, and common space	X	
Damp mop remaining tile floors	X	X
Damp mop remaining stairs		X
SERVICES – MONTHLY	OPD	OPD/WCS
Sweep cement floor areas	X	
Dust air vents	X	X
Dust venetian blinds	X	
Clean communications equipment room		X
SERVICES – ANNUALLY	OPD	OPD/WCS
Strip and wax tile floor	X	X
Shampoo carpet	X	X

The above description of services to be provided is illustrative and comprehensive, but is not intended to be all-inclusive or to limit the potential extent of services to be provided.

III. Timeline and Submittal Information

The City has set the following timeline and process for this Request for Proposal

- Wednesday, Feb. 17, 2021: Issue Request for Proposal
- Wednesday, March 10, 2021 at 2:00 PM: Proposals Due
- Tuesday, March 16, 2021: Council Adoption of Proposal
- Thursday, April 01, 2021: Tentative Start Date

Any questions or need for additional information related to this Request For Proposal may be submitted to Kristen Mitchell, Purchasing Agent at mitchellk@ottumwa.us or (641) 683-0617. Any questions and associated responses will be provided to those vendors who have expressed an interest in submitting a proposal. Additionally, responses will be placed on the [website for the City of Ottumwa](#). To request an inspection of the site prior to submitting a proposal or for further information regarding the scope of services, please contact Lt. Mickey Hucks at (641) 683-0633 or hucksm@ottumwa.us.

This RFP does not commit the City to award a contract, nor shall the City be responsible for any cost or expense that may be incurred by the Vendor in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Vendor prior to the execution of a contract agreement.

The City reserves the right to accept or reject any or all proposals waive technicalities or irregularities, and to accept any proposal if such action is believed to be in the best interest of the City. Additionally, the City reserves the right to award a contract to the next most qualified submission if the successful Vendor does not execute a contract within thirty (30) days after award of the proposal. The City reserves the right to negotiate any or all items and terms of the proposal including the segmenting of services as deemed in the best interest of the City.

A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.

IV. Submission Requirements

Submittals must be received at the address below by 2:00 PM CST on March 10, 2021¹:

City of Ottumwa
Attn: City Clerk
105 East Third Street
Ottumwa, IA 52501

Those interested in responding to the City of Ottumwa Request for Proposal shall provide three (3) copies of a written proposal, signed by the proposing Vendor. All submittals shall become the property of the City. No public opening will be held. Proposals must reference "**Police - Janitorial Services**" on the exterior of the sealed proposal and are required to submit the following items in order to be considered:

- (A) **Firm Experience:** Provide a narrative description of the firm and identify the firm's experience with cleaning buildings.
- (B) **References:** Provide a minimum of two references. References should include: name, title, phone number, email address, and a brief description of the nature of the client relationship and what this reference can speak to of your work.
- (C) **Completed Cost Form (Appendix B):** All fees should be clearly stated in the proposal and must remain in effect for the period of the agreement. Fees for any extensions will be negotiated.
- (D) **Other Information:** Provide any other information that may be helpful in assessing the Vendor's ability to perform the work and in applying the evaluation criteria set out in the Request for Proposal.

V. Evaluation Criteria

The City of Ottumwa will evaluate each proposal fairly and impartially utilizing an evaluation committee consisting of city staff. The City may complete the selection process based solely on the response to the RFP. Candidates selected will be subject to a background and security check and be required to submit personal information.

Selection of firms for interview will be based on the following standards:

- (A) Responsiveness and completeness of the proposal.
- (B) Experience of the individual/firm in providing cleaning services.
- (C) References.
- (D) Rate Structure as outlined in the completed Appendix B – Cost Proposal Form.
- (E) Hourly rates/fees for additional services (if any) offered.

¹ Any proposal received after due date and time will not be considered.

VI. General Terms and Conditions

- (A) **Contract:** The Vendor agrees that if their proposal is accepted, they will enter into a Contract (Appendix A) for the delivery of said services. Any award of a contract resulting from this RFP will be made only by written authorization from City of Ottumwa upon approval by the City of Ottumwa City Council.
- (B) **Independent Contractor:** Nothing contained in this RFP is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. The Vendor shall remain an independent contractor, and all employees of the Vendor or its subcontractors shall remain the employees of the Vendor or subcontractor and shall not become the employees of the City.
- (C) **Nondiscrimination:** All Contractors agree that during the life of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion, or status with regard to public assistance, and shall intend a similar provision in all subcontracts entered into for the performance thereof.
- (D) **Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- (E) **Insurance:** The successful Vendor must provide the City a certificate of insurance with the following coverage limits and maintain said coverages at all times during the term of a Contract. The City shall be named as an additional insured under the liability policy required above.
- Bodily injury / property damage - \$300,000 per person / \$50,000 per occurrence
 - Comprehensive General Liability \$1,000,000 / occurrence (\$1,000,000 aggregate)
 - Worker's Compensation as required by law
- (F) **Acceptance by Vendor:** Submission of a proposal indicates acceptance by the Vendor of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

"APPENDIX A"

CONTRACT TEMPLATE

In consideration of the mutual promises set forth below, the **CITY OF OTTUMWA, IA.**, ("Owner") and _____ ("Contractor") makes this contract as of the ____ day of March, 2021, and agree as follows:

ARTICLE 1 – WORK

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "work":

- 1.1** Provide, perform, and complete all labor, services, equipment, and materials necessary to accomplish the services as set forth in the Request For Proposal, which is attached hereto and incorporated herein by reference as if set forth in full.
- 1.2** Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection with the project.
- 1.3** Procure and furnish all bonds and all certificates and policies of insurance specified in this contract.
- 1.4** Do all other things required of Contractor by this contract.

ARTICLE 2 - STANDARDS OF PERFORMANCE

Contractor shall provide, perform, and complete all work in a proper and workmanlike manner, consistent with the highest professional standards applicable to such work, with the greatest economy, efficiency, and expedition consistent therewith.

ARTICLE 3 - FINANCIAL ASSURANCES

- 3.1** Contemporaneous with Contractor's execution of this contract, Contractor shall provide a Janitorial Service bond in the amount of ten thousand dollars (\$10,000). Contractor shall, at all times while providing, performing, or completing the work, maintain and keep in force, at Contractor's expense, the bond(s) required hereunder.
- 3.2** Contemporaneous with Contractor's execution of this contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in this contract. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Owner. Contractor shall, at all times while providing, performing, or completing the work maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in this contract. Owner shall be an additional named insured (insured for the additional named insured's conduct to the same extent as if the additional named insured was the policy holder) and an additional insured (insured for the additional insured's liability that arises from the conduct of the policy holder and is not insured for liability that arises from the conduct of the additional insured).
- 3.3 Insurance Coverage:**
 - 3.3.1** Workers Compensation and Employer's liability with limits in compliance with the applicable provisions of the laws of the State of Iowa.
 - 3.3.2** Bodily injury per person and three hundred thousand dollars [\$300,000.00] bodily injury per occurrence; and fifty thousand dollars [\$50,000.00] property damage per occurrence. All employees shall be included as insured.

3.3.3 Commercial General Liability Insurance: for bodily injury, including death, and property damage with combined single limits of not less than \$1,000,000 for injury or death to any one person or injuries or death to more than one person arising out of a single occurrence; and limits of not less than \$1,000,000 for damage to property arising out of a single occurrence.

3.4 Contractor shall be responsible for the payment of all claims for labor performed and materials furnished, used or consumed in performing the services under this Contract.

3.5 Contractor shall be responsible for the payment, record keeping, and filing of all taxes and fees associated with the execution of this Contract, including Sales and Use Tax. Section 422.45 of the 2009 code of Iowa, required the contractor to pay sales or use tax on materials or equipment used or supplied during contract. All contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public, Form 35-002 of the Iowa Department of Revenue, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. The Contractors shall file with the Owner executed copies of these forms. In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

ARTICLE 4 – PAYMENT

4.1 Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this contract, and Contractors shall accept in full satisfaction for providing, performing, and completing the work, the amount(s) set forth in the attached RFP (subject to any additions, deductions, or withholdings provided for in this contract).

4.2 The contract rate [identified in the RFP as the “Combined Monthly Fee”] shall be invoiced monthly by Contractor and paid by Owner within fifteen (15) days of receipt of the invoice for aforementioned services.

ARTICLE 5 – DEDUCTIONS

Owner shall have the right to deduct and withhold from any monies in its hands, otherwise due, or to become due, to said Contractor for non-performance of this contract. Said liquidated damages shall not exceed such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to:

5.1 Work that is defective, damaged, flawed, unsuitable, non-conforming, or incomplete;

5.2 Damage for which Contractor is liable under this contract;

5.3 State or local sales, use, or excise tax from which Owner is exempt;

5.4 Liens or claims of lien regardless of merit;

5.5 Claims of subcontractors, suppliers, or other persons regardless of merit;

5.6 Inability of Contractor to complete the work;

5.7 The cost to Owner (including attorneys’ fees, disbursements, and costs) of correcting any of the aforesaid matters or exercising any one or more of Owner’s remedies set forth in this contract.

ARTICLE 6 - SUBCONTRACTORS AND SUPPLIERS

6.1 Contractor shall perform the work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing.

6.2 All subcontractors, suppliers, and subcontract used by Contractor shall be acceptable to, and approved in advance by, Owner. All subcontractors or suppliers used by Contractor must agree to be bound by the terms, provisions and conditions of this contract so far as they are applicable to the work undertaken by the subcontractor or supplier. Owner’s approval of any subcontractor or supplier shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the work in full compliance with, and as required by or pursuant to, this contract.

- 6.3 Contractor agrees, to the extent practicable, to maintain a list of all subcontractors, suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under the contract.
- 6.4 If any subcontractor or supplier fails to perform the part of the work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such termination.
- 6.5 Contractor shall pay all claims for labor, services, or materials, by subcontractors and/or suppliers that pertain to the public improvement or public work.
- 6.6 Nothing in this contract shall be construed to create any contractual relationship between Owner and any subcontractor or supplier.

ARTICLE 7 - INDEMNIFICATION

- 7.1 Contractor agrees that it shall protect, indemnify, and hold harmless the Owner and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the Contractor or the Contractor's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this contract.
- 7.2 Contractor shall, at the option of the Owner defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.

ARTICLE 8 – NON-DISCLOSURE

- 8.1 Contractor agrees that during the term of this agreement, contractor will not disclose any information or data concerning business, law enforcement activities, or individuals involved with law enforcement activities, disclosed to or acquired by contractor as a result of contractor's action in connection with this agreement. Contractor agrees that during the entire term of this agreement, contractor and its employees and agents shall consider and keep as the private and privileged records of Owner, all information, data, figures, records, personnel history, and the like, and will not divulge the same to any person, firm, corporation, or any other entity, and that upon termination of this agreement, contractor and their employees and agents will continue to treat as private and privileged all information, data, figures, records, personnel history, and the like, and will not release any such information to any person, firm, corporation or other entity.
- 8.2 Contractor further agrees to require its employees and agents who have access to the premises to sign a Non-Disclosure Agreement (NDA) to the aforementioned effect, and to file said statement with the City. Violation of said agreement by the contractor or its employees or agents, is considered grounds for termination of employment by the contractor and/or termination of this agreement by the City.

ARTICLE 9 - LABOR STANDARDS

- 9.1 The Contractor shall comply with the applicable state and/or federal labor standards and shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith. Owner reserves the right to terminate this contract if Contractor, any subcontractor, or supplier breaches any of the applicable labor standards, including but not limited to Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), and Americans with Disabilities Act (ADA) regulations.
- 9.2 Prior to the commencement of this contract, and in connection with any change of contractor's employees who will be physically present on the City's premises, contractor shall furnish the City with a list of the employees' names, their dates of birth, and their social security numbers. A background check will be completed for all of Contractor's employees who work on said premises. City shall have the right to approve, within the absolute discretion of the City, all such employees of the contractor prior to their work in the

facility. Having an unapproved employee on the premises or doing work in the facility is grounds for immediate cancellation of this contract.

ARTICLE 10 - NON-DISCRIMINATION

During the term of this contract the Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.

ARTICLE 11 - AFFIRMATIVE ACTION

During the term of this contract Contractor shall comply with all applicable affirmative action mandates.

ARTICLE 12 - EQUAL EMPLOYMENT

During the term of this contract Contractor shall comply with all applicable equal employment obligations.

ARTICLE 13 - SAFETY OF WORK SITE

13.1 Contractor shall be responsible for providing and maintaining safe conditions at the work site while performing services under this Contract. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

13.2 Contractor shall ensure a drug free environment in accordance with Federal regulations.

ARTICLE 14 - DISPUTES AND REMEDIES

14.1 To avoid and settle without litigation Owner and Contractor agree to engage in good faith negotiations regarding any disputes that may arise.

14.2 If the dispute resolution procedure set forth in ARTICLE 14.1 fails to resolve any dispute to the satisfaction of Owner or Contractor, either party shall be entitled to pursue such remedies as it may have in law or equity.

ARTICLE 15 - GOVERNING LAWS/VENUE

15.1 This contract and the rights and obligation of Owner and Contractor under this contract shall be interpreted according to the laws of the State of Iowa.

15.2 Venue, as to any dispute that may arise under this contract, shall be in the Circuit Court, County of Wapello, in the State of Iowa.

ARTICLE 16 - RELATIONSHIP OF PARTIES

16.1 Contractor shall act as an independent contractor in providing and performing the work under this contract.

16.2 Nothing in, or done pursuant to, this contract shall be construed to create the relationship of principal and agent, partners, or a joint venture between Owner and Contractor.

ARTICLE 17 – ASSIGNMENT

17.1 Contractor shall not assign this contract in whole or in part.

17.2 Contractor shall not assign any of its rights or obligations under this contract.

17.3 Contractor shall not assign any payment due or to become due under this contract.

ARTICLE 18 - BINDING EFFECT

18.1 Owner and Contractor represent and warrant that it has carefully reviewed and fully understands this contract, including its attachments.

18.2 This contract shall be binding upon and shall inure to the benefit of Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

ARTICLE 19 - SEVERABILITY

19.1 The provisions of this contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole.

19.2 In the event any provision of this contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this contract shall be in any way affected thereby.

ARTICLE 20 – AMENDMENTS

No modification, addition, deletion, revision, alteration or other change to this contract shall be effective unless, and until such is reduced to writing and executed by Owner and Contractor.

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

CITY OF OTTUMWA

Tom X. Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

Contractor

By: _____

Address

"APPENDIX B"

**COST PROPOSAL FORM: CONTRACTUAL JANITORIAL SERVICES
OTTUMWA/WAPELLO COUNTY LAW ENFORCEMENT CENTER**

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement regarding the Request For Proposal (RFP) and detailed specifications for Contractual Janitorial Services and agrees to furnish said services in accordance with those documents.

Dollar amounts should be entered as the total price per month for both the Ottumwa Police Department (OPD) area AND the shared space by OPD and Wapello County Sheriff (WCS). The Combined Monthly Fee² is the sum of the monthly rate for the two designated areas.

	OPD ONLY	SHARED SPACE – OPD/WCS	COMBINED MONTHLY FEE
Year 1 (15 months) 4/1/21-6/30/22	\$	\$	\$
<i>Optional</i>			
Year 2 (12 months) 7/1/22-6/30/23	\$	\$	\$

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 proposal is accepted, the undersigned further agrees to enter into a contract for delivery of said services according to instructions as issued by the City and at the time requested.

By: (please print/type name)

Title

Company Name

Telephone

Address

Signature

Date

² Local Preference: Ordinance 2937-2004 gives a three percent (3%) preference to vendors located within the corporate limits on proposals accepted by the City.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 16, 2021

Engineering
Department

Alicia Bankson
Prepared By
Larry Seal
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Approving additional fees for professional services for the Ottumwa Main Street (Downtown Streetscape) 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: Approve additional fees for professional services.

DISCUSSION: The City of Ottumwa entered into a Professional Services Agreement with Garden & Associates on May 21, 2019 to perform construction observation, limited construction administration, construction survey and staking services.

The total estimated fee for this agreement was \$300,000.00.

The total balance paid to date is \$302,783.68 with an additional unpaid invoice having been received and dated January 28, 2021 in the amount of \$2,099.25.

Agreement	\$300,000.00
Paid to date	<u>\$302,783.68</u>
Balance	\$ (2,783.68)

Unpaid Invoice	
Received	<u>\$ 2,099.25</u>
Balance	\$ (4,882.93)

The overage of \$4,882.93 is being recommended for approval by council.



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

City of Ottumwa
Attn: Larry Seals
105 East Third
Ottumwa, IA 52501-2905

January 28, 2021
Invoice No: 41098

Project 5019116 Ottumwa - Main St Observation and Staking.
Client ID# 20073

Professional Services for the Period: December 18, 2020 to January 21, 2021

Professional Services

	Hours	Rate	Amount	
Technician #1	4.00	110.00	440.00	
Technician #2	17.00	95.00	1,615.00	
Technician #6	.75	59.00	44.25	
Totals	21.75		2,099.25	
Total Professional Services				2,099.25
		Total Project Invoice Amount		\$2,099.25

GARDEN & ASSOCIATES, LTD.

BRADLEY J. UITERMARKT, PE

PAYMENT AUTHORIZATION

FUND	PROGRAM ACTIVITY	OBJECT	AMOUNT
146	7-794	6490	\$ 2,099.25

Agreement: \$ 300,000.00
 pd to date: 302,783.68
 Balance: \$ (2,783.68) → prior to this invoice

Larry Seals 2-1-21
 APPROVED BY DATE

ENGINEERS AND SURVEYORS
 OSKALOOSA, IOWA CRESTON, IOWA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 16, 2021

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Approving additional fees for professional services for the East Woodland Avenue Reconstruction Project.

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

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

RECOMMENDATION: Approve additional fees for professional services.

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

On April 21, 2020 the City of Ottumwa entered into Supplemental Agreement No. 1 for an additional \$10,000.00 for professional services needed for extending the street project from 800 LF to 1,100 LF to replace existing failed sanitary sewer and to add design and survey to replace a cross county sewer. This was also to add design services for separating the storm intakes from the sanitary on Green Street between Woodland Ave. and Fillmore. This area is in the Phase VIII Division 3 area and will be designed to allow the sanitary to be connected in the future without removing any of the newly installed street pavement

The total estimated fee for this agreement was \$40,000.00.

The total balance paid to date is \$39,149.42 with an additional unpaid invoice having been received and dated January 28, 2021 in the amount of \$1,189.00.

Agreement	\$30,000.00
Supp Agrm	\$10,000.00
Total	\$40,000.00
Paid to date	\$39,149.42
Balance	\$ 850.58

Source of Funds: Road Use

Budgeted Item: Yes

Budget Amendment Needed: Yes

Unpaid Invoice

Received	<u>\$ 1,189.00</u>
Balance	\$ (338.42)

Source of Funds: Road Use

Budgeted Item: Yes

Budget Amendment Needed: Yes



GARDEN & ASSOCIATES, LTD.

1701 3rd Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

INVOICE

City of Ottumwa
Attn: Larry Seals
105 East Third
Ottumwa, IA 52501-2905

January 28, 2021
Invoice No: 41099

Project 5019275 Ottumwa - East Woodland Ave Reconstruction.
Client ID# 20073

Professional Services for the Period: December 18, 2020 to January 21, 2021

Professional Services

	Hours	Rate	Amount	
Engineer #3	9.00	111.00	999.00	
Technician #2	2.00	95.00	190.00	
Totals	11.00		1,189.00	
Total Professional Services				1,189.00
		Total Project Invoice Amount		\$1,189.00

GARDEN & ASSOCIATES, LTD.

BRADLEY J. UITERMARKT, PE

PAYMENT AUTHORIZATION

FUND	PROGRAM ACTIVITY	OBJECT	AMOUNT
301	7-745	6407	\$1,189.00

Larry Seals 2-01-21
APPROVED BY DATE

Agreement: \$40,000.00
Pd to date: 39,149.42
Balance: \$ 850.58 → Prior to this invoice

ENGINEERS AND SURVEYORS
OSKALOOSA, IOWA CRESTON, IOWA

CITY OF OTTUMWA

FEB 11 AM 8:00

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 16, 2021

Alicia Bankson

Prepared By

Amy Seab
Department Head

Engineering
Department

P. Kelly
City Administrator Approval

AGENDA TITLE: Informational Update – Sidewalk Drop & Detectable Warning Installation Program

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

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

RECOMMENDATION: Department Report on Sidewalk Drop & Detectable Warning Installation Program.

DISCUSSION: Review cost to date and process used.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

FILED
FEB -5 AM 8:00

CITY OF OTTUMWA
Staff Summary


**** ACTION ITEM ****

Council Meeting of: Feb 16, 2021

Planning & Development
Department

Zach Simonson

Prepared By

Kevin Flanagan 

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 33-2021. A Resolution approving applications for residential and commercial tax abatement under the Urban Revitalization Plan, subject to review the local assessor.

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

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

RECOMMENDATION: Pass and Adopt Resolution No. 33-2021

DISCUSSION: This resolution approves 10 residential and 5 commercial tax abatement applications subject to review by the local assessor. There were 4 new homes in the city that applied for tax abatement assistance. The other applicants made improvements to their existing properties. The total value of all improvements is estimated at \$3,395,234.

Tax abatement is available city wide for both residential and commercial.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 33-2021

A RESOLUTION APPROVING APPLICATIONS FOR RESIDENTIAL AND COMMERCIAL TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN, SUBJECT TO REVIEW BY THE LOCAL ASSESSOR.

WHEREAS, the City of Ottumwa, Iowa, adopted the City of Ottumwa 1992 Urban Revitalization Plan on June 4, 1991; and

WHEREAS, in December, 2002, the City of Ottumwa, Iowa, adopted a Commercial Tax Abatement Plan for properties in the Rochester North Urban Revitalization Area; and

WHEREAS, on January 4, 2005, the City of Ottumwa, Iowa, adopted a Commercial Tax Abatement Plan for properties in the Downtown North Urban Revitalization Plan; and

WHEREAS, on April 4, 2017, the City of Ottumwa, adopted Amendment No. 2 to the 1992 Urban Revitalization Plan expanding commercial and industrial tax abatement throughout the city effective May 1, 2017; and

WHEREAS, all plans provide for property tax abatement for the actual value added by improvements to real estate according to different schedules for abatement; and

WHEREAS, the persons listed on Exhibit A have completed improvements in conformance with the adopted tax abatement plan for the city wide residential, the Rochester North or the Downtown Urban Revitalization Plan; and

WHEREAS, the individuals listed on Exhibit A have completed an application for tax abatement and have selected a schedule for said abatement; and

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

That the applications for tax abatement which are listed on Exhibit A are hereby approved by the City Council of the City of Ottumwa, Iowa, subject to review by the local assessor.

Approved, passed and adopted this 16th of February 2021.

CITY OF OTTUMWA, IOWA

BY _____
Tom Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

Exhibit A Tax Abatement 2020

Application	Project	Property owners	Address	Cost of Improvements	Miscellaneous
2020-1	New construction of two self-storage units - 5 year sliding abatement	Steven and Sherry Lee	1200 W.Second	\$ 102,245	Two new commercial storage units
2020-2	Home interior remodel- 3 years abatement	Curt Hopkins/Hopkins Properties	441 E. Alta Vista	\$ 100,000	Interior remodel, new roof, garage doors, driveway, windows
2020-3	New façade, roof, interior remodel, siding and paint - 5 year sliding abatement	Hopkins Properties, LLC	925 Church St.	\$ 125,000	Complete interior & exterior remodel
2020-4	New façade, roof, glass, HVAC, remodel offices, interior remodel - 5 year sliding abatement	Hopkins Properties, LLC	515 Church	\$ 100,000	Complete interior remodel, new glass, HVAC, façade, glass.
2020-5	Improvements to add two clinics - 5 year sliding abatement	WD4D	301 W Second	\$1,900,000	Added floor to main building, code updates, added two clinics
2020-6	Façade improvements - 5 year sliding abatement	Angela S. Collins and John R. Collins II	529 Church St	\$ 10,000	EIFS on rear of the building along off-street parking
2020-7	New home - 5 year sliding abatement	Paul and Lori McDonald	1966 Albia Rd	\$ 185,000	2 bedroom, 1 bathroom, 4 car garage
2020-8	New home - 3 year abatement	Cathy Jobe and Robert Scott Schmidt	1706 W Second	\$ 185,000	New home on basement
2020-9	New home - 3 year abatement	Jason and Julia Blunt	319 Bonita	\$ 278,730	
2020-10	New home - 3 year abatement	Roland S and Natalie Boylan Ehm	13 Cambridge Ct.	\$ 300,000	1,568 sq ft ranch on full basement, 2 car attached garage and shed
2020-11	New garage - 3 year abatement	Danny Palmer	832 S Ransom	\$ 23,857	
2020-12	Exterior improvements - 3 year abatement	Russell and Susan Goering	713 W 4th St	\$ 26,500	Siding and windows
2020-13	Interior and exterior improvements - 3 year abatement	Mick and Denisa O'Leary	219 W Woodland	\$ 10,000	Interior remodel, front porch improvements and fencing
2020-14	Exterior improvements - 3 year abatement	Sharon Stroh	407 Crestview	\$ 6,902	Roof and front door replacement
2020-15	Addition - 3 year abatement	Danny and Melissa Simonson	511 Lake Dr	\$ 42,000	Living room addition with a half bathroom
				\$ 3,395,234	

Residential
Improvements - 5
New Homes - 4
New garage - 1

Commercial
Improvements - 4
New construction - 1

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 16, 2021

Finance
Department

Edward Wilson

Prepared By
Kala Mulder
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution Number 34-2021: Approve RFP from Marco Technologies, LLC to replace the City's phone system and for the IT Manager and Finance Director to proceed with contract negotiations with Marco Technologies, LLC.

 Public hearing required if this box is checked.

RECOMMENDATION: Approve RFP from Marco Technologies, LLC to replace the City's phone system and for the IT Manager and Finance Director to proceed with contract negotiations with Marco Technologies, LLC.

DISCUSSION: The City received six responses for our requests for proposals; one was late and one we only received an electronic copy. There were two vendors chosen to interview; Marco Technologies, LLC and Gordon Flesch Company, Inc. After completing the interviews we feel that Marco will provide the phone system the City needs, based on their costs, implementation plan and their support during and after implementation we felt they were the best fit. The two companies were nearly the same costs but two completely separate phone and software brands and support theology. Marco's estimated cost is \$116,361 - we will have a final cost and contract to bring back to Council for approval before implementation starts. We would like to start implementation ASAP

Source of Funds: CIP

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 34-2021

RESOLUTION AWARDING REQUEST FOR PROPOSAL TO MARCO TECHNOLOGIES, LLC.

WHEREAS, the City of Ottumwa desires to engage in negotiations regarding a city-wide phone system and:

WHEREAS, the City of Ottumwa has received an RFP for a phone system from Marco Technologies, LLC.:

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

The phone system be awarded to Marco Technologies, LLC and authorize the IT Manager and Finance Director to proceed with contract negotiations with Marco Technologies, LLC.

APPROVED, PASSED, AND ADOPTED this 16th day of February 2021.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

MARCO

Item	Description	Price
Base System	Required hardware and software	\$62,990.00
Labor	Installation and labor with training	\$29,412.05
Maintenance	5 Years of support	<u>\$23,959.50</u>
		\$116,361.55

Gordon Flesch

Item	Description	Price
Base System	Required hardware and software	\$84,820.89
Labor	Installation and labor with training	\$14,406.00
Maintenance	5 Years of support	<u>\$20,278.00</u>
		\$119,504.89

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 16, 2021

Planning & Development
Department

Zach Simonson

Prepared By

Kevin Flanagan

Department Head



City Administrator Approval

AGENDA TITLE: A RESOLUTION ENTERING INTO AN AGREEMENT WITH MAIN STREET OTTUMWA TO AUCTION THE CONTENTS OF CITY-OWNED PROPERTY AT 131 E MAIN AND DIVIDE THE PROCEEDS BETWEEN MAIN STREET OTTUMWA AND THE OTTUMWA HISTORIC PRESERVATION COMMISSION

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

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

RECOMMENDATION: Pass and Adopt Resolution No. 35-2021

DISCUSSION: This fall, the City took title to the First National Bank building at 131 E Main following a victory in a lawsuit arguing that the property was abandoned under Iowa Code Section 657A. The building contains a large collection of tools, material, equipment and more that is now under the ownership of the City. The sheer volume of material in the building contributed to the City's argument that the property was unsafe and abandoned. The amount of material also makes it difficult to navigate the building and fully assess its condition. The City has a duty to remove the material and removing the material will assist greatly in moving the property toward a restoration.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

As much of this material has value, Main Street Ottumwa has offered to host an auction for the contents of the building as well as a few salvaged items they have in storage. They are seeking volunteers to help sort the material as having the material organized will lower the fee the auctioneer will charge. They are offering to split the proceeds of the auction evenly with the Historic Preservation Commission.

It is difficult to estimate the potential value of these items because it is difficult to take a full inventory. However the value of all auction lots could certainly be in the thousands of dollars. Proceeding with the auction will achieve the important priority of the City of Ottumwa that is cleaning out this property to prepare for its restoration and redevelopment. The auction will also strengthen the relationship between the City and our partner in downtown development, Main Street Ottumwa. Finally, the portion of auction proceeds directed to the Historic Preservation Commission will support the Historic Preservation Commission as it seeks to develop a historic preservation strategic plan, a goal identified in the Our Ottumwa 2040 Comprehensive Plan.

RESOLUTION NO. 35-2021

A RESOLUTION ENTERING INTO AN AGREEMENT WITH MAIN STREET OTTUMWA TO AUCTION THE CONTENTS OF CITY-OWNED PROPERTY AT 131 E MAIN AND DIVIDE THE PROCEEDS BETWEEN MAIN STREET OTTUMWA AND THE OTTUMWA HISTORIC PRESERVATION COMMISSION

WHEREAS, the City took title to abandoned property at 131 E Main on April 30, 2020; and

WHEREAS, the property at 131 E Main is the First National Bank building listed on the National Register of Historic Places; and

WHEREAS, the neglect and abandonment of this property has left it in a blighted condition at one of the most visible intersections in downtown Ottumwa; and

WHEREAS, the building contains a large collection of tools, material, equipment and more that contributes to the building's unsafe condition and makes navigating the building difficult; and

WHEREAS, these items are now owned by the City; and

WHEREAS, the City has submitted an application for an Iowa's Rural Heritage Revitalization Grant to stabilize the building's terra cotta facade and make other improvements to direct the building toward restoration and redevelopment; and

WHEREAS, clearing out the interior of the building is an important early phase for the redevelopment of the building; and

WHEREAS, Main Street Ottumwa has proposed to organize an auction sell the contents of the building and split the proceeds evenly between Main Street Ottumwa and the Ottumwa Historic Preservation Commission; and

WHEREAS, the *Our Ottumwa 2040 Comprehensive Plan* identified continuing to coordinate and partner with downtown interests to implement downtown improvements and programs as Quality of Life Goal 1A; and

WHEREAS, this auction will strengthen the partnership between Main Street Ottumwa and the City of Ottumwa in organizing improvements and programs downtown; and

WHEREAS, the *Our Ottumwa 2040 Comprehensive Plan* identified creatively reusing and preserving historic structures as Quality of Life Goal 6C; and

WHEREAS, this auction will assist in the rehabilitation and redevelopment of the First National Bank building and will position the Historic Preservation Commission to extend its work in preserving historic structures;

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

That the City of Ottumwa hereby authorizes an agreement between the City of Ottumwa and Main Street Ottumwa to auction the contents of city-owned property at 131 E Main and to divide the proceeds between Main Street Ottumwa and the Ottumwa Historic Preservation Commission; and

That the City of Ottumwa hereby authorizes the Mayor to sign the auction agreement.

Approved, passed and adopted this 16th of February 2020.

CITY OF OTTUMWA, IOWA

BY _____
Tom Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

AUCTION AGREEMENT

WHEREAS, the City of Ottumwa is the owner of property located at 131 East Main Street, Ottumwa, Iowa; and

WHEREAS, the building at 131 East Main contains furniture, garbage, tools, equipment, electronics, junk and other personal items from the prior owner; and

WHEREAS, Main Street Ottumwa and the Ottumwa Historic Preservation Commission have offered to sort and clean out the building located at 131 East Main and dispose of or sell the items within the building; and

WHEREAS, the City of Ottumwa has agreed to allow Main Street Ottumwa and the Ottumwa Historic Preservation Commission to retain the proceeds from the sale of any items within 131 East Main Street.

THIS AGREEMENT made and entered into this ____ day of February, 2021, by and between Main Street Ottumwa (MSO), the Ottumwa Historic Preservation Commission (OHPC) and the City of Ottumwa (City).

1. Building Contents. The City hereby authorizes MSO and OHPC to sort, dispose of, and otherwise remove all contents within the building located at 131 East Main Street so that the building may be purchased and rehabilitated by a subsequent owner. Any items to be sold at auction shall be displayed for sale at 171 East Main Street. All contents shall be removed from the building by June 1, 2021.

2. Building Access. A key to the building will be provided to the Main Street Ottumwa Director and a key will also be kept in the Building and Code Enforcement Department at the City of Ottumwa. MSO and OHPC shall have access to 131 East Main Street as necessary to perform the activities described in this Agreement.

3. Proceeds from Sale of Building Contents. In consideration of their performance of this Agreement, MSO and OHPC shall split the proceeds from the sale of any building contents as follows:

MSO: 50% of all Total Net Income

OHPC: 50% of all Total Net Income

4. Responsibilities of MSO and OHPC. MSO and OHPC agree that they shall be responsible for the following:

(a) any costs associated with advertising the sale of any building contents;

(b) any costs associated with transporting, arranging and displaying the building contents available for sale;

(c) any costs associated with selling the items, either by auction or otherwise;

(d) remitting to the appropriate federal, state or local authorities all taxes which may become due by reason of the sale of the building contents.

In the conduct of the activities contemplated hereunder, MSO and OHPC shall comply with applicable state, federal, and local law, rules, and regulations. All costs identified above shall be split evenly between MSO and OHPC.

5. Responsibilities of the City. The City agrees that it shall be responsible for any costs associated with disposal of the building contents that are not appropriate for sale. Any building contents that cannot be sold or remain unsold after auction/sale will become the sole responsibility of the City to dispose of at its own expense.

The City shall keep the property located at 131 East Main Street insured against loss or liability of any type. Further, the City shall execute all documents as may be needed to consummate the sale of the building contents, including, without limitation, any appropriate bill of sale to pass good and sufficient title of any building contents to the purchaser.

6. Indemnification. To the extent allowed by law, MSO shall indemnify and hold the City and OHPC 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 the City or OHPC 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 MSO.

Any individuals who enter the 131 East Main Street property for the purpose of sorting, cleaning, disposing, transporting, removing, or selling the contents within the building shall sign a release and waiver which releases the City of Ottumwa from any liability associated with these activities. The release is attached to this agreement as Exhibit A.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Iowa, without regard to the conflict of laws principles thereof.

MAIN STREET OTTUMWA:

By: _____

OTTUMWA HISTORIC PRESERVATION COMMISSION:

By: _____

CITY OF OTTUMWA:

By: _____

EXHIBIT A
RELEASE AND WAIVER OF LIABILITY,
AND ASSUMPTION OF RISK ACKNOWLEDGEMENT

IN CONSIDERATION of the opportunity to sort, organize, remove, dispose of and sell the contents located within the building located at 131 East Main Street, Ottumwa, Iowa (hereinafter "the Sale"), the undersigned hereby agrees:

1. The sorting, organizing, removing, disposing of and transporting of the building contents to prepare them for the Sale may be dangerous and involves the risk of serious injury and/or death and/or property damage. I accept and understand this risk. I understand that I am not required to participate in the Sale and do so voluntarily.

2. To release, waive, discharge, and covenant not to sue the City of Ottumwa, its officers, employees or agents ("Released Parties") for any and all loss or damage, and any claim or demands therefor on account of any injury to persons or property or death arising out of or related to my participation in the Sale whether caused by the negligence of the Released Parties or otherwise.

3. To assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to my participation in the Sale whether caused by the negligence of Released Parties or otherwise, including the costs of any medical attention provided to me.

4. To indemnify and save and hold harmless the Released Parties and each of them from any loss, liability, damage, or cost, including attorneys' fees, they may incur arising out of or related to my participation in the Sale, whether caused by the negligence of the Released Parties or otherwise.

5. That this Release and Waiver of Liability, Assumption of Risk Acknowledgement extends to all acts of negligence by the Released Parties and is intended to be as broad and inclusive as is permitted by the laws of the State of Iowa and that if any portion there is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK ACKNOWLEDGEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME, AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature

Print Name

Date

CITY OF OTTUMWA
Staff Summary

FILE
2021 FEB 10 PM 2:01

**** ACTION ITEM ****

Council Meeting of : Feb 16, 2021

Airport
Department

Chris Cobler
Prepared By
Phil Rath
Department Head



City Administrator Approval

AGENDA TITLE: (Resolution # 37-2021) A resolution awarding the contract with Winger Contracting Company of Ottumwa, Iowa for the apron re-construction project at the Ottumwa Regional Airport.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution # 37-2021

DISCUSSION: This project will replace apron area already existing from the original Naval base in 1945. It will remove and replace over 30,000 sq. ft. of surface. Eight bids were received ranging from \$449,963.00 to \$221,731.50. Bids were checked and reviewed by our consulting engineer Kirkham Michael. Winger Contracting Co. is low bidder at \$221,731.50. The Iowa DOT Grant will reimburse the city 85% of the final project amount. Remaining 15% will come from the Airport Fund Balance. The lowest bid has been approved by the Airport Advisory Board.

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

RESOLUTION # 37 - 2021

AUTHORZE THE MAYOR TO SIGN, AWARDING THE CONTRACT WITH WINGER CONTRACTING COMPANY OF OTTUMWA, IOWA FOR THE APRON IMPROVEMENTS PROJECT AT THE OTTUMWA REGIONAL AIRPORT.

WHEREAS, The City Council of the City of Ottumwa, Iowa approve awarding the contract with Winger Contracting Company of Ottumwa, Iowa for the apron reconstruction project at the Ottumwa Regional Airport.

WHEREAS, The contract price for this project is \$221,731.50 and,

WHEREAS, The IDOT grant will reimburse the city 85% of the final project amount. With the remaining 15% coming from the Airport Fund Balance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT: Authorizing the Mayor to sign, awarding the contract with Winger Contracting Co. of Ottumwa, Iowa for the apron reconstruction project at the Ottumwa Regional Airport.

PASSED AND ADOPTED this February 16th, 2021

City of Ottumwa, Iowa

Tom Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

BID TABULATION

PROJECT:
 Ottumwa Regional Airport, Iowa
 Apron Improvements
 Iowa DOT Project Number: 9I2000TM100
 Iowa DOT Contract Number: 21631
KM PROJECT NO.:
 1912230

ENGINEER:
 Kirkham Michael
 4390 114th Street
 Urbandale, Iowa 50322

DATE OF BID OPENING: January 28, 11AM

Description	Quantities	Units	Engineer's Opinion		Winger Contracting, Ottumwa		TK Concrete, Pella	
			Unit Cost	Total	10% Bid Bond		10% Bid Bond	
					Unit Cost	Total	Unit Cost	Total
BASE BID (Items 1 thru 6)								
1 Traffic Control, Mobilization, and Safety	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 11,700.00	\$ 11,700.00	\$ 43,750.00	\$ 43,750.00
2 Pavement Removal	3,375	SY	\$ 10.00	\$ 33,750.00	\$ 5.00	\$ 16,875.00	\$ 8.00	\$ 27,000.00
3 Subgrade Preparation, 12-Inch	3,375	SY	\$ 6.00	\$ 20,250.00	\$ 2.00	\$ 6,750.00	\$ 2.00	\$ 6,750.00
4 5-Inch Modified Subbase	3,375	SY	\$ 10.00	\$ 33,750.00	\$ 1.90	\$ 6,412.50	\$ 5.00	\$ 16,875.00
5 7-Inch PCC	3,375	SY	\$ 54.00	\$ 182,250.00	\$ 52.00	\$ 175,500.00	\$ 60.00	\$ 202,500.00
6 Tie-Down Anchors	21	EA	\$ 300.00	\$ 6,300.00	\$ 214.00	\$ 4,494.00	\$ 175.00	\$ 3,675.00
Total Base Bid (Items 1 thru 6)				\$296,300.00		\$221,731.50		\$300,560.00

Description	Quantities	Units	Synergy Contracting, Altoona		Jones Contracting, West Point		Petersen Contractors, Reinbeck	
			Unit Cost	Total	10% Bid Bond		10% Bid Bond	
					Unit Cost	Total	Unit Cost	Total
BASE BID (Items 1 thru 6)								
Traffic Control, Mobilization, and Safety	1	LS	\$ 40,920.00	\$ 40,920.00	\$ 47,856.25	\$ 47,856.25	\$ 47,500.00	\$ 47,500.00
Pavement Removal	3,375	SY	\$ 12.00	\$ 40,500.00	\$ 10.00	\$ 33,750.00	\$ 10.00	\$ 33,750.00
Subgrade Preparation, 12-Inch	3,375	SY	\$ 6.00	\$ 20,250.00	\$ 2.00	\$ 6,750.00	\$ 3.00	\$ 10,125.00
5-Inch Modified Subbase	3,375	SY	\$ 3.00	\$ 10,125.00	\$ 3.00	\$ 10,125.00	\$ 4.75	\$ 16,031.25
7-Inch PCC	3,375	SY	\$ 60.00	\$ 202,500.00	\$ 65.25	\$ 220,218.75	\$ 61.50	\$ 207,562.50
Tie-Down Anchors	21	EA	\$ 96.00	\$ 2,016.00	\$ 300.00	\$ 6,300.00	\$ 550.00	\$ 11,550.00
Total Base Bid (Items 1 thru 6)				\$316,311.00		\$325,000.00		\$326,518.75

Description	Quantities	Units	Absolute Concrete, Slater		Iowa Civil Contracting, Victor		GDS, St. Joseph, MO	
			Unit Cost	Total	10% Bid Bond		10% Bid Bond	
					Unit Cost	Total	Unit Cost	Total
BASE BID (Items 1 thru 6)								
Traffic Control, Mobilization, and Safety	1	LS	\$ 65,000.00	\$ 65,000.00	\$ 51,800.00	\$ 51,800.00	\$ 42,589.25	\$ 42,589.25
Pavement Removal	3,375	SY	\$ 10.00	\$ 33,750.00	\$ 9.46	\$ 31,927.50	\$ 23.58	\$ 79,582.50
Subgrade Preparation, 12-Inch	3,375	SY	\$ 3.00	\$ 10,125.00	\$ 2.24	\$ 7,560.00	\$ 8.00	\$ 27,000.00
5-Inch Modified Subbase	3,375	SY	\$ 4.75	\$ 16,031.25	\$ 3.38	\$ 11,340.00	\$ 11.39	\$ 38,441.25
7-Inch PCC	3,375	SY	\$ 59.50	\$ 200,812.50	\$ 69.22	\$ 233,617.50	\$ 74.00	\$ 249,750.00
Tie-Down Anchors	21	EA	\$ 550.00	\$ 11,550.00	\$ 150.00	\$ 3,150.00	\$ 600.00	\$ 12,600.00
Total Base Bid (Items 1 thru 6)				\$337,268.75		\$339,395.00		\$449,963.00

Denotes Math Error

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 16, 2021

Engineering
Department

Alicia Bankson
Prepared By
Larry Seeds

Department Head

Phil Rott
City Administrator Approval

AGENDA TITLE: Resolution #40-2021, a Resolution by the Ottumwa City Council assessing three outstanding invoices for Water Service Agreements entered into with the City of Ottumwa and downtown businesses through the Ottumwa Main Street (Downtown Streetscape) 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: Resolution #40-2021. Assessing outstanding invoices for three Ottumwa businesses.

DISCUSSION: The attached letters and second notices were sent for unpaid invoices for Water Service Agreements entered into between the following downtown business owners and the City of Ottumwa for water service installation, curb stop to buildings during the Ottumwa Main Street Project (Downtown Streetscape):

			City Admin Fee	County Admin Fee	Final
316 E. Main	Jesse Leon & Brooklyn C. Leon	\$1,959.38	\$25.00	\$150.00	\$2,134.38
203 E. Main	Jerry Houk	\$ 638.07	\$25.00	\$150.00	\$ 813.07
230 E. Main	Potentials, Inc.	\$1,045.82	\$25.00	\$150.00	<u>\$1,220.82</u>
				Total	\$4,168.27

Source of Funds: LOST

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #40-2021

A RESOLUTION ASSESSING THREE OUTSTANDING INVOICES FOR WATER SERVICE AGREEMENTS ENTERED INTO BETWEEN THE CITY OF OTTUMWA AND THREE BUSINESS OWNERS FOR THE OTTUMWA MAIN STREET (DOWNTOWN STREETSCAPE) PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa did enter into Water Service Agreements with downtown Ottumwa business owners for installation of water services from curb stop to buildings; and,

WHEREAS, Three business owners have not paid their installation service invoices as follows:

			City Admin Fee	County Admin Fee	Final
316 E. Main	Jesse Leon & Brooklyn C. Leon	\$1,959.38	\$25.00	\$150.00	\$2,134.38
203 E. Main	Jerry Houk	\$ 638.07	\$25.00	\$150.00	\$ 813.07
230 E. Main	Potentials, Inc.	\$1,045.82	\$25.00	\$150.00	<u>\$1,220.82</u>
				Total	\$4,168.27

and,

WHEREAS, The City of Ottumwa is assessing the outstanding balances to the business owners against their property.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The outstanding invoices for water service agreements referenced above are assessed against the respective businesses property in the total amount of \$4,168.27.

APPROVED, PASSED, AND ADOPTED, this 16th day of February, 2021.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk



[CITY OF]
OTTUMWA

July 13, 2020

Jesse Leon & Brooklyn Cherie Leon
C & C Discount
316 E. Main St.
Ottumwa, IA 52501

Re: 316 E. Main Street

Dear Jesse and Brooklyn:

We previously sent to you an invoice on February 5, 2020 for the water service installation to your building during the time the Downtown Streetscape project was working in your block.

We are still showing this invoice as outstanding. If you have already paid this invoice, please contact the Engineering Department at 641-683-0680. If you have not paid this invoice, we are providing a courtesy copy for you to submit with your payment.

Thank you.

CITY OF OTTUMWA

Alicia Bankson
Engineering Secretary

Enclosure



[CITY OF]

OTTUMWA

INVOICE # E2020-018

CITY OF OTTUMWA

DATE: JULY 10, 2020

ENGINEERING DEPT.
105 EAST THIRD STREET
OTTUMWA, IOWA 52501

TO Jesse Leon & Brooklyn Cherie Leon
C & C Discount
316 E Main
Ottumwa IA 52501

	DESCRIPTION	AMOUNT
	Downtown Streetscape Project Water service installation-curb stop to building Property: 316-318 E. Main Street	\$1,959.38
	Subtotal	\$1,959.38
	Description: 8ft 1½ K copper from curb stop to building/ 1½ copper 90/ 1½ x ¾ copper coupling/ ¾ SWT ball valve/ ¾ copper SWT x ½ FIP/ 1 ft. of ¾ type M copper/ mortar/ Misc./ 3.5 hours on building side: \$1,959.38	
	Subtotal	

TERMS: 30 DAYS

ACCOUNTS NOT PAID WITHIN 30 DAYS WILL BE SUBJECT TO FINANCE CHARGES AT THE RATE OF 1.5% PER MONTH.

CODE: 146-000-4726

TOTAL \$1,959.38

Make all checks payable to City of Ottumwa



| CITY OF |
O T T U M W A

October 27, 2020

Jerry Houk
1229 Creston Ave.
Des Moines, IA 50316

Re: 203 E. Main Street, Ottumwa

Dear Jerry:

We previously sent to you an invoice on August 26, 2020 for the water service installation to your building during the time the Downtown Streetscape project was working in your block.

We are still showing this invoice as outstanding. If you have already paid this invoice, please contact the Engineering Department at 641-683-0680. If you have not paid this invoice, we are providing a courtesy copy for you to submit with your payment.

Thank you.

CITY OF OTTUMWA

Alicia Bankson
Engineering Secretary

Enclosures



[CITY]

OTTUMWA

INVOICE # E2020-062

CITY OF OTTUMWA

DATE: AUGUST 26, 2020

ENGINEERING DEPT.
105 EAST THIRD STREET
OTTUMWA, IOWA 52501

TO Jerry Houk
1229 Creston Ave
Des Moines, IA 50315

	DESCRIPTION		AMOUNT
	Downtown Streetscape Project Water service installation-curb stop to building Property: 203 E. Main		\$638.07
	Subtotal		\$638.07
	Description: 1 1/2 x 1 flare adapter/ 1 x 3/4 flare adapters/3 guys 1hour - \$426.07		
	Subtotal		
		TOTAL	\$638.07

TERMS: 30 DAYS

ACCOUNTS NOT PAID WITHIN 30 DAYS WILL BE SUBJECT TO FINANCE
CHARGES AT THE RATE OF 1.5% PER MONTH.

CODE: 146-000-4726

Make all checks payable to City of Ottumwa146-000-4726



[CITY OF]
O T T U M W A

October 27, 2020

Potentials, Inc.
22386 Hwy 78
Ollie, IA 52576

Re: 230 E. Main Street, Ottumwa

Dear Mr. Smith and Ms. Locke:

We previously sent to you an invoice on September 1, 2020 for the water service installation to your building during the time the Downtown Streetscape project was working in your block.

We are still showing this invoice as outstanding. If you have already paid this invoice, please contact the Engineering Department at 641-683-0680. If you have not paid this invoice, we are providing a courtesy copy for you to submit with your payment.

Thank you.

CITY OF OTTUMWA

Alicia Bankson
Engineering Secretary

Enclosures



[CITY] OTTUMWA

INVOICE # E2020-049

CITY OF OTTUMWA

DATE: SEPTEMBER 1, 2020

ENGINEERING DEPT.
105 EAST THIRD STREET
OTTUMWA, IOWA 52501

TO Potentials, Inc.
22386 Highway 78
Ollie, IA 52576

	DESCRIPTION		AMOUNT
	Downtown Streetscape Project Water service installation-curb stop to building Property: 230 E. Main St.		\$1,045.82
Subtotal			
	Description: 10 ft 1 1/2 K copper/ 1 1/2 copper MIP x SWT/ 1 1/2 thr ball valve/2) 1 1/2 copper SWT couplings/ Misc/8) tec screws/ 3 guys 2.25 Hours		
Subtotal			\$1,045.82
TERMS: 30 DAYS			
ACCOUNTS NOT PAID WITHIN 30 DAYS WILL BE SUBJECT TO FINANCE CHARGES AT THE RATE OF 1.5% PER MONTH.			
CODE: 146-000-4726		TOTAL	\$1,045.82

Make all checks payable to City of Ottumwa

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 16, 2021

Public Works - WPCF
Department

Ron Jacobsen
Prepared By

Larry Seals *Larry Seals*
Department Head

RJ Rtr

City Administrator Approval

AGENDA TITLE: Resolution #41-2021. Approve the rebuild of both Turblex blowers.

**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 #41-2021. Approve the rebuild of both Turblex blowers from Howden for the price of \$32,000

DISCUSSION: The 2 Turblex blowers play a critical role in the operations of the wastewater plant by supplying oxygen to the bacteria. They were installed in the fall of 2009, they're highly efficient, and should last another 10 years with regular maintenance. The plant process requires a single blower to run continuous 24/7 (8760 hours). The blowers are cycled or alternated to maintain even wear.

The last service and inspection was 6 years ago. The manufacturer recommends Class 1 Service with HS bearing changes at 40,000 hours. They will get new bearings, shims, O-rings and have cap screws replaced. The service company is certified by Turblex which is required for Warranty. Warranty will be 1 year after start up or 1 1/2 years from completed services.

The quoted estimate of \$32,000 includes normal wear parts and labor.

WPCF budgeted \$40,000 in the maintenance and repair fund (610-8-815-6399) for this work.

RESOLUTION #41-2021

A RESOLUTION APPROVING THE REBUILD OF BOTH TURBLEX BLOWERS

WHEREAS, This replacement was budgeted in the 2020/2021 budget cycle.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The rebuild of both Turblex blowers from Howden for the price of \$32,000 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16th day of February 2021.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk



Proposal

Service estimate for S332 Ottumwa, IA WWTP

For compressors no. 62007606-07; type KA10-SV-GK200

Proposal to: Ottumwa, IA WWTP
For: Jay Merrill
Project: Field Service

Our reference: HROLSV.AFM.001245
Your ref: HROLSV.AFM.001245
Date: August 28, 2020

Howden Roots LLC, HRO-S, 4654 West Junction Street, Springfield, MO 65802, USA

Tel: +1 417 380 5682
Email: Louis.Volpe@howden.com
Web: www.howden.com

Revolving Around You™


Howden

Customer: Ottumwa, IA WWTP Our ref: HROLSV.AFM.001245
 Project: Field Service Your ref: HROLSV.AFM.001245
 Site: 332 Ottumwa, IA WWTP Date: 08/28/2020



Contact: Jay Merrill
 Email: merrillj@ci.ottumwa.ia.us
 Phone: 641-680-8238

Location: Ottumwa, Iowa
 Model: KA10-SV-GK200
 Serial Number(s): 62007606-07
 Description or Scope: Class I with HS bearing Changes

Labor		
Monday-Friday: 10 hours/day, Saturday: 8 hours/day		
Total Days Required for Job Completion (Working and Standby Days)		8
Quantity of Persons		1
Total Hours Required for Job Completion		72
Monday thru Saturday, first 40 hours: Total Hours: 50, FST rate, \$175/hour		\$8,750
Monday thru Saturday, over 40 hours: Total Hours: 14, FST rate, \$265/hour		\$3,710
Standby rate: Total Hours: 8, FST rate, \$175/hour		\$1,400
Travel		
Roundtrip Travel Labor		\$2,100
Meal Expense (8 days on site including weekends, 2 days travel, per person)		\$650
Lodging, Incidental, and Transportation Expenses		\$2,342
Toolbox Freight		\$350
Project Coordination		\$750
Estimated Service Total		\$20,052
Equipment/Parts		
Required Equipment/Parts for Class I with HS bearing Changes service for 2 compressor(s) include:		
Quantity	Part #	Description
2	GK200T0028	HS Shaft Bearing
4	GK200T0028	HS Shaft Bearing
2	GK200T0027	Shim
2	GK200T0026	Shim
2	89412860	O-RING
2	89027262	O-RING
4	N17V3020	O-RING, VITON
2	N17L57350	O-RING, SILICON
2	N17V3110	O-RING
34	N61T05030	Hexagon socket head cap screw
1	300031	Cleaning Kit A
Estimated Equipment/Parts Total		\$11,948
Estimated Overall Total		\$32,000

Notes:

The above calculations are only estimates. The final price shall be calculated using the actual Time and Material. Time expenses shall include all project specific time at the fixed hourly rates above plus per diems in accordance with the attached Service Rate Sheet. Time shall include all time required to perform and support the project including, but not limited to, preparation, mobilization, demobilization, site specific safety training, travel, site meetings, and start up support.

This proposal assumes that the site will provide at least one qualified helper to assist the Howden technician.

This pricing also assumes that proper certified lifting will be available and the inlet filter/transition piece, and sound enclosures will be removed (if applicable) for access to perform. Does not include craft labor and tools to support the work.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 16, 2021

Engineering
Department

Alicia Bankson
Prepared By
Alicia Bankson
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #42-2021. Awarding the contract for the Johnson Avenue Reconstruction Project.

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

RECOMMENDATION: Pass and adopt Resolution #42-2021.

DISCUSSION: This project involves full-width, full depth 8" PCC reconstruction of Johnson Avenue from Albia Road approximately 206' south. Consideration was given to a mill and HMA overlay. Considering the use of this section for semi's turning traffic movements, PCC would be a better structural choice.

This project has 25 working days.

Bids were received and opened by the City of Ottumwa on February 10, 2021 at 2:00 p.m. The project was advertised on the City of Ottumwa and the Master Builders of Iowa websites. Four (4) bids were received. The low bidder is Pillar, Inc. of Huxley, Iowa, in the amount of \$109,935.20.

Bid Tab and Plan Holders List are attached.

Funding: ESRP \$900,000
 \$358,509.81 remaining

Estimated cost: \$109,000

RESOLUTION #42-2021

A RESOLUTION AWARDING THE CONTRACT FOR THE JOHNSON AVENUE
RECONSTRUCTION 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, Pillar, Inc. of Huxley, Iowa, in the amount of \$109,935.20.

APPROVED, PASSED, AND ADOPTED, this 16th day of February, 2021.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

PLAN HOLDERS LIST

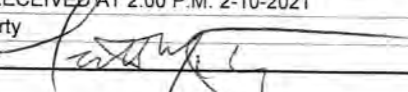
**Johnson Avenue Reconstruction Project
Ottumwa, Iowa 52501**

Engineer's Estimate: \$109,000

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 1/21/2021			
2	DC Concrete & Construction 15476 Emerald Rd Douds, IA 52551 dcconstruction.ia@gmail.com	641-919-0636	Emailed 1/21/2021			
3	Davis County Excavation 17356 Husky Trail Drakesville, IA 52552 dave_kurnes@yahoo.com	641-722-3557	Emailed 1/21/2021			
4	Cremer Concrete 606 Goode Street Bloomfield, IA 52537 cremerconcrete@hotmail.com	641-777-5925	Emailed 1/21/2021			
5	MJ Daley Construction Co Inc 1916 Mt. Pleasant St. Burlington, IA 52601 dalyconst@aol.com	319-754-8119	Emailed 1/21/2021			
6	Fye Excavating 10165 Sperry Rd Sperry, IA 52650 sbush@fyexcavating.com	319-209-0002	Emailed 1/21/2021			
7	Ideal Ready Mix 2901 N Court St Ottumwa, IA 52501 lmartsching@idealm.com	319-759-0246	Emailed 1/21/2021			
8	Manatt's, Inc. 1775 Old 6 Rd Brooklyn, IA 52211 nickg@manatts.com	641-522-9206	Emailed 1/21/2021			
9	Sternquist Construction 1110 N 14th St Indianola, IA 51025 bbohlender@sternquistconstruction.com	515-961-8127	Emailed 1/21/2021			
10	Hawkeye Paving Corp 801 42nd St Bettendorf, IA 52722 tperkins@hawkeypaving.com	563-355-6834	Emailed 1/21/2021			
11	Metro Pavers, Inc. 101 Southgate Ave Iowa City IA 52240 craig@metro-pavers.com	319-351-8800	Emailed 1/21/2021			
12	Langman Construction 220 - 34th Ave Rock Island, IL 61201 brian@langmanco.com	309-786-8944	Emailed 1/21/2021			
13	Absolute Concrete Construction 505 1st ave N, PO Box 148 Slater, IA 50244 lpetersen@ac-iowa.com	515-497-6137	City Website 1/21/2021			
14	TK Concrete Inc 1608 Fifield Rd Pella, IA 50219 billie@vermeergroup.com	641-628-4590	City Website 1/25/2021			
15	Drish Construction 1701 S Main St Fairfield, IA 52556 drish.mirandao@gmail.com	641-472-9506	Emailed 1/25/2021			
16	Tricon Construction					

	2245 Kerper Blvd, Suite 2 Dubuque, IA 52001 tricon@triconcg.com	563-588-9516	City Website 1/25/2021			
17	Pillar, Inc. 318 Larson Dr Huxley, IA 50124 bids@pillariowa.com	515-203-0526	City Website 1/26/2021			
18	Christy Construction Box 96 Ottumwa, IA 52501	641-684-6093	Picked Up 1/28/2021			
19	Henriksen Contracting 4154 SE Capitol Circle Grimes, IA 50111 shawn@henriksencontracting.com	515-986-4243	City Website 2/1/2021			
20	Terracon 2640 12th Street SW Cedar Rapids, IA 52404 peng.cavan@terracon.com	319-366-8321	City Website 2/1/2021			
21	J & K Contracting LLC 10703 Justin Dr Urbandale, IA 50322 llosh@jandkcontracting-ia.com	515-450-0812	City Website 2/3/2021			
22	Wenthold Excavating LLC 3070 NE 150th Ave Cambridge, IA50046 bryan@wentholdexcavating.com	641-990-2357	City Website 2/9/2021			
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	Notice of Project 1/20/2021			
	City of Ottumwa 105 E Third St Ottumwa, IA 52501	641-683-0680	Notice of Project, P&S 1/20/2021			

BID TABULATION FOR														
Johnson Street Reconstruction														
2/10/2021														
ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE				Pillar Inc.		DC Concrete		Drish Construction		TK Concrete	
			QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
1	TOPSOIL, FURNISH, HAUL AND SPREAD	CY	15	\$75.00	\$1,125.00	\$15.00	\$225.00	\$40.00	\$600.00	\$31.00	\$465.00	\$65.00	\$975.00	
2	EXCAVATION, CLASS 10	CY	215	\$15.00	\$3,225.00	\$20.00	\$4,300.00	\$12.00	\$2,580.00	\$15.95	\$3,429.25	\$20.00	\$4,300.00	
3	EXCAVATION, CLASS 10, UNSUITABLE MATERIAL	CY	50	\$35.00	\$1,750.00	\$25.00	\$1,250.00	\$50.00	\$2,500.00	\$39.00	\$1,950.00	\$25.00	\$1,250.00	
4	SUBGRADE PREPARATION	SY	763	\$5.00	\$3,815.00	\$2.00	\$1,526.00	\$2.75	\$2,098.25	\$2.50	\$1,907.50	\$4.00	\$3,052.00	
5	MODIFIED SUBBASE	SY	763	\$9.00	\$6,867.00	\$8.00	\$6,104.00	\$8.00	\$6,104.00	\$7.10	\$5,417.30	\$10.00	\$7,630.00	
6	TRENCH COMPACTION TESTING	LS	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$2,050.00	\$2,050.00	\$1,500.00	\$1,500.00	
7	SEWER SERVICE, SANITARY, 6 IN DIA.	LF	25	\$35.00	\$875.00	\$40.00	\$1,000.00	\$35.00	\$875.00	\$56.25	\$1,406.25	\$85.00	\$2,125.00	
8	SANITARY SEWER, REMOVAL OF PIPE <36"	LF	50	\$20.00	\$1,000.00	\$20.00	\$1,000.00	\$10.00	\$500.00	\$22.60	\$1,130.00	\$20.00	\$1,000.00	
9	STORM SEWER, TRENCHED, 15" RCP	LF	32	\$48.00	\$1,536.00	\$100.00	\$3,200.00	\$48.00	\$1,536.00	\$181.50	\$5,808.00	\$85.00	\$2,720.00	
10	SUBDRAIN, STD. PERFORATED, 4"	LF	425	\$8.00	\$3,400.00	\$8.00	\$3,400.00	\$10.00	\$4,250.00	\$9.75	\$4,143.75	\$15.00	\$6,375.00	
11	SUBDRAIN OUTLET, (4040.233)	EA	4	\$150.00	\$600.00	\$100.00	\$400.00	\$150.00	\$600.00	\$300.00	\$1,200.00	\$250.00	\$1,000.00	
12	SINGLE GRATE INTAKE, SW-501	EA	2	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00	\$3,800.00	\$7,600.00	\$4,700.00	\$9,400.00	\$3,500.00	\$7,000.00	
13	SINGLE GRATE INTAKE WITH MANHOLE, SW-503	EA	1	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$5,300.00	\$5,300.00	\$7,210.00	\$7,210.00	\$6,500.00	\$6,500.00	
14	MANHOLE ADJUSTMENT, MINOR	EA	1	\$500.00	\$500.00	\$700.00	\$700.00	\$500.00	\$500.00	\$1,300.00	\$1,300.00	\$1,500.00	\$1,500.00	
15	REMOVE MANHOLE OR INTAKE	EA	3	\$1,000.00	\$3,000.00	\$700.00	\$2,100.00	\$1,000.00	\$3,000.00	\$815.00	\$2,445.00	\$500.00	\$1,500.00	
16	STD OR SLIP FORM PCC PAVEMENT, CL C, CL 3, 8"	SY	665	\$63.31	\$42,100.00	\$60.85	\$40,465.25	\$62.00	\$41,230.00	\$70.60	\$46,949.00	\$62.00	\$41,230.00	
17	REMOVAL OF PAVED DRIVEWAY	SY	190	\$9.00	\$1,710.00	\$7.89	\$1,499.10	\$9.00	\$1,710.00	\$17.00	\$3,230.00	\$10.00	\$1,900.00	
18	DRIVEWAY, P.C. CONCRETE, 7 IN.	SY	180	\$40.00	\$7,200.00	\$58.97	\$10,614.60	\$49.00	\$8,820.00	\$62.35	\$11,223.00	\$52.50	\$9,450.00	
19	DRIVEWAY, 3/4" CRUSHED STONE	TN	30	\$25.00	\$750.00	\$25.00	\$750.00	\$25.00	\$750.00	\$20.75	\$622.50	\$40.00	\$1,200.00	
20	REMOVAL OF PAVEMENT	SY	630	\$9.00	\$5,670.00	\$7.89	\$4,970.70	\$9.00	\$5,670.00	\$7.55	\$4,756.50	\$10.50	\$6,615.00	
21	TRAFFIC CONTROL	LS	1	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$3,622.50	\$3,622.50	\$4,500.00	\$4,500.00	
22	SEEDING, FERTILIZING, & MULCHING	LS	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	
23	EROSION CONTROL, SILT FENCE & FILTER SOCKS	LF	100	\$3.50	\$350.00	\$2.00	\$200.00	\$4.00	\$400.00	\$6.20	\$620.00	\$5.00	\$500.00	
24	EROSION CONTROL, SILT FENCE & FILTER SOCKS, REMOVAL	LF	100	\$2.50	\$250.00	\$0.25	\$25.00	\$1.00	\$100.00	\$4.00	\$400.00	\$2.50	\$250.00	
25	CONSTRUCTION SURVEY	LS	1	\$2,000.00	\$2,000.00	\$4,800.00	\$4,800.00	\$4,000.00	\$4,000.00	\$5,250.00	\$5,250.00	\$5,500.00	\$5,500.00	
26	MOBILIZATION	LS	1	\$3,500.00	\$3,500.00	\$6,900.00	\$6,900.00	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00	\$12,975.00	\$12,975.00	
TOTAL					\$109,223.00	\$109,929.65	\$118,723.25	\$133,935.55	\$135,547.00					
Gray Box Denotes Math Error by Contractor														
I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. 2-10-2021														
BY: Scott McCarty 														

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: February 16, 2021

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals

Department Head

Ply Rtr
City Administrator Approval

AGENDA TITLE: Resolution #43-2021 - Approving Professional Services Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. for the Levee System Certification.

 ****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 #43-2021 approving the Levee System Certification Flood Damage Reduction Modeling Engineering Services Agreement. Not to exceed \$14,000.

DISCUSSION: As part of the levee accreditation process the levee system is required to have a minimum of 3 foot of free board and 4 foot at structures. Free board is the vertical distance from the 100 year river flood level profile. When the USCOE recalculated the 100 year river flood profile it raised several feet. This new rating created areas of the levee system that no longer meet the 3 and 4 foot guidance.

Current regulation allow levee owners an option to do a Flood Reduction analysis which depending on findings could satisfy the free board requirements in some areas reducing the need for raising certain areas.

The proposal is structured as a two phased approach. The first will determine the Hydrologic Confidence Limits. If the findings are favorable we would then start modeling to determine the Conditional Exceedance Probability. Depending on the outcome, we could reduce the free board requirement to 2'. This would reduce the number of areas that would need to be raised system wide.

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

1. Determine Hydrologic Confidence Limits (\$2k) West End
2. Determine Hydraulic Confidence Limits (\$5k) Downtown
3. Input the Confidence Limits into the Model (Flood Damage Assessment) to determine the Conditional Exceedance Probability for each Levee Component
 - a. Downtown System (\$4k)
 - b. Westside System (\$3k)
4. Incorporate the write up of the analyses into the respective Levee Accreditation Reports for Downtown and Westside Systems

Phase I	\$ 7,000
Phase II	\$ 7,000
Not to exceed	\$14,000

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION NO. 43-2021

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF OTTUMWA AND VEENSTRA & KIMM, INC. FOR the
LEVEE SYSTEM CERTIFICATION FLOOD DAMAGE REDUCTION REMODELLING

WHEREAS, This agreement will allow Veenstra & Kimm, Inc. to perform the Flood Damage Reduction (FDR) analysis on the Des Moines River in Ottumwa to potentially reduce the average free board requirement of 3'.

WHEREAS, The proposal is not to exceed \$14,000

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

APPROVED, PASSED, AND ADOPTED, this 16th day of February, 2021.

CITY OF OTTUMWA, IOWA

Tom X. Laxio, Mayor

ATTEST:

Christina Reinhard, City Clerk



February 9, 2021

City of Ottumwa
Attn: Larry Seals
105 East Third Street
Ottumwa, IA 52501-2904

**OTTUMWA, IOWA
LEVEE SYSTEM CERTIFICATION FLOOD DAMAGE REDUCTION MODELLING
ENGINEERING SERVICES AGREEMENT**

This letter is to document the City of Ottumwa's request to have Veenstra & Kimm, Inc. perform the Flood Damage Reduction (FDR) analysis on the Des Moines River in Ottumwa to potentially reduce the average freeboard requirement of 3' that is now included in the Levee Certification documents.

If the hydrologic and hydraulic confidence limits look favorable, Veenstra & Kimm, Inc. will request to move forward to show reduction of freeboard on the downtown and westside levees. If reduction of freeboard is warranted, the City could achieve certification without raising the levees in some places.

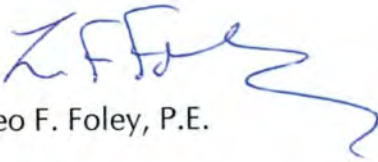
The costs proposed for the first phase of the Flood Damage Reduction model will be a lump sum cost of \$7,000. This work will provide confidence limits and allow Veenstra & Kimm, Inc. to determine if the next step of reducing freeboard for the downtown and westside levee is worth the additional costs.

Upon signature of this Agreement, Veenstra & Kimm, Inc. will start on the first phase of modelling. This effort can be completed in 30 days and the next phase of modelling freeboard analysis could be completed 15 days after the first phase is complete.

Veenstra & Kimm, Inc. will also move ahead and submit the next Levee Certification Report for the southside levee by February 26, 2021. The re-submittal of the downtown and the westside levee will be submitted after the decision is made on the freeboard determination.

This proposal may be made an Agreement upon your acceptance by affixing the proper signatures and date in the spaces below and returning one copy to us.

VEENSTRA & KIMM, INC.



Leo F. Foley, P.E.

LFF/mjf

Accepted this ____ day of, _____ 2021.

CITY OF OTTUMWA, IOWA

By _____

Title _____

ATTEST:

By _____

Title _____

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Feb 16, 2021

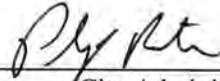
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 44-2021 - Authorize the release of funds from the Transit Fund to Ten-Fifteen Regional Transit Agency.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 44-2021.

DISCUSSION: After closing out both the fiscal and calendar years, records indicate an approximate cash balance in the Transit Fund of \$316,000. These funds are earmarked for transit purposes and staff is estimating up to \$200,000 of potential run-out expenses related to personnel and other potential obligations. The difference leaves a balance of \$116,000, which staff is recommending be transferred to Ten-Fifteen Regional Transit at this time. Staff will continue to monitor the fund to determine any future requested dispersement.

Source of Funds: Transit Fund

Budgeted Item: Budget Amendment Needed: Yes

RESOLUTION NO. 44-2021

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

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

WHEREAS, the Agreement for Transfer of Services, Equipment & Facilities Between Ten-Fifteen Regional Transit Agency and the City of Ottumwa, Iowa adopted as part of Resolution 69-2020 identified "Ottumwa Transit shall account for the payment of any personnel related costs due to the loss of jobs related to the transfer of service to 10-15 Transit. Personnel related costs may include unemployment benefits, accrued leave payouts and/or other eligible post-employment benefits;" and

WHEREAS, an accounting has been completed and a balance of \$116,000 is projected to be available to transfer to 10-15 Transit.

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

That the City of Ottumwa transfer \$116,000 from the Transit Fund to Ten-Fifteen Regional Transit Agency on or before March 1, 2021 in recognition of the remaining obligation under the Agreement to be used for the continuity and operation of the fixed route bus service within the City of Ottumwa.

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

APPROVED, PASSED AND ADOPTED, this 16th day of February, 2021.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Feb 16, 2021

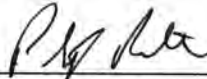
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 46-2021 - Resolution Suspending Periodic Rental Inspections in the City of Ottumwa for a Period of 90 Days.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 46-2021.

DISCUSSION:

On February 2, 2021 at a duly noticed meeting of the City Council for the City of Ottumwa a request was made under the public commentary to suspend periodic rental inspections. The City Council requested a work session be held the following Tuesday, February 9 to take comments from the public. Following the comments from several landlords and suggestion from staff, the City Attorney was directed to draft a Resolution for a temporary suspension of the code requiring periodic rental inspections.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 46-2021

**RESOLUTION SUSPENDING PERIODIC RENTAL INSPECTIONS IN
THE CITY OF OTTUMWA FOR A PERIOD OF 90 DAYS**

WHEREAS, Ottumwa City Code Sec. 20-4(b)(2) provides that rental units within the City of Ottumwa shall be inspected every three years; and

WHEREAS, the Governor of the State of Iowa has issued multiple emergency proclamations regarding the COVID-19 pandemic, dating back to March 9, 2020; and

WHEREAS, in her proclamations, the Governor continues to encourage limiting in-person interactions to slow the spread of COVID-19, and that employers take reasonable measures to ensure the health of the public and employees; and

WHEREAS, community members have expressed concern regarding the City's in-home rental inspections, while community spread of COVID-19 continues within our state; and

WHEREAS, vaccinations have begun to be administered, but it will take some time before the vaccinations are widespread and effective at protecting the public at large from COVID-19; and

WHEREAS, the Ottumwa City Council would like to suspend all regular, periodic in-home rental inspections for a 90 day period.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Ottumwa, that:

SECTION 1. Regular, periodic rental inspections are hereby suspended within the City of Ottumwa for the next 90 days.

SECTION 2. Rental inspections which are required to address life-safety concerns shall not be suspended. City inspectors are authorized to continue to perform rental inspections at such units where it is reasonably necessary to safeguard the health, safety and general welfare of the occupants or the public.

Approved this 16th day of February, 2021.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

Attest:

Christina Reinhard, City Clerk