

** AMENDED AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 17
Council Chambers, City Hall

June 4, 2019
5:30 O'Clock P.M.

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 16 on May 21, 2019 as presented.
2. Approve the promotion of Devin Yeager to Sergeant in the Police Department effective July 6, 2019.
3. Approve the promotion of Kyle De Ronde to Sergeant in the Police Department effective July 7, 2019.
4. Civil Service Commission Eligibility Lists of May 24, 2019: Police Officer – Entrance, Engineering Assistant I – Entrance and Promotional.
5. Approve the repair of the spare Flygt pump at the Elm Street Pump Station for the quoted price of \$19,990.70 from Electric Pump Co. of Des Moines, IA.
6. Purchase rock and sand products for the 2019/2020 fiscal year.
7. Resolution No. 121-2019, approving the Wapello County/City of Ottumwa Law Enforcement Center Maintenance Budget for Fiscal Year ending June 30, 2020.
8. Resolution No. 122-2019, authorizing the budgeted transfers as authorized in the Fiscal Year 2020 Budget.
9. Resolution No. 123-2019, approving the purchase of a new 2019 Dodge Braun minivan for the Ottumwa Transit Department.
10. Resolution No. 125-2019, authorizing payment for renewal of the City Worker's Compensation Insurance and Chapter 411 Administrative Agreement for July 1, 2019 until June 30, 2020 in the amount of \$112,189.00 and payment to Iowa Municipalities Worker's Compensation Association.
11. Resolution No. 129-2019, opposing the base rate increase proposed by Alliant Energy.
12. Resolution No. 133-2019, approve the purchase of a 2019 Ford Ranger 4X4 Extended Cab Pickup Truck for the Water Pollution Control Facility from Stivers Ford of Waukee, IA for \$26,105.
13. Cigarette Permit Applications for: Elliot Oil Company – Albia Road BP (1340 Albia Rd.), North Court BP (1301 N. Court St.), Pennsylvania & Jefferson BP (1147 N. Jefferson), Richmond & Ferry BP (720 Richmond Ave.), West Second BP (1049 West Second), Casey's General Stores - #7 (1001 E. Main), #1678 (346 Richmond Ave.), #2208 (1603 West Second), #1886 (504 West Mary St.), Fareway Stores #648 (1325 Albia Road), Hy-Vee Food Store #1 (1025 N Quincy Ave.), Hy-Vee Gas #1 (1027 N Quincy Ave.), Hy-Vee Food Store #2 (2453 N Court), Hy-Vee C-Store#2 (2457 N. Court), Hy-Vee Drugstore (1140 N. Jefferson), MAD Ave. Quick Shop (405 S. Madison Ave.), Murphy Oil USA, Inc. (1939 Venture Dr.), Ottumwa Grocery LLC (129 E. Second St.), Smokin Hot, LLC (2604 N. Court, Suite A), Smokin' Joe's Tobacco & Liquor Outlet #5 (1115 Albia Rd.), Walmart #1285 (1940 Venture Dr.), Walgreens #1301 (327 W. 4th St.), Dollar General (721 N. Quincy Ave.), Dollar General (921 E. Main St.), Yesway #1012 (2508 N. Court St.), Yesway #1013 (534 Church St.), Yesway #1014 (502 W. Second St.), Yesway #1030 (1317 E. Mary St.), Fine Liquor & Tobacco (821 B Albia Rd.), Iowa Liquor & Tobacco (1021 E. Main St.), Stop & Go Drive-Thru (516 S. Madison Ave.).
14. Beer and/or liquor applications for: Champion Bowl LLC, 2601 Roemer Ave., with outdoor service area; The Owl's Nest LLC, 116 S. Court; Applebee's, 1303 Vaughn Dr.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. REPORTS FROM CITY OFFICERS, BOARDS, COMMISSIONS, COMMITTEES:

1. Solar Panel Feasibility Study presentation - Ideal Energy.

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:

G. PUBLIC HEARING:

1. This is the time, place, and date set for a public hearing on the sale of City owned property described as Lot 28 in Block 4, Janney's Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 122 S. Fellows.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 126-2019, accepting the offer and approving the sale of City owned property described as Lot 28 in Block 4, Janney's Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 122 S. Fellows to Branndi Kraushaar for the sum of \$250.

RECOMMENDATION: Pass and adopt Resolution No. 126-2019.

2. This is the time, place, and date set for a public hearing on the sale of City owned property located at 912 N. Ash.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 127-2019, accepting the offer and approving the sale of City owned property located at 912 N. Ash to KBC Investments, LLC, for the sum of \$4,600.

RECOMMENDATION: Pass and adopt Resolution No. 127-2019.

3. This is the time, place, and date set for a public hearing on the sale of City owned property described as Lots 51, 52, 53 and the West One Half of Lot 54 Block 4, all in Manning's First Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 1726, 1732, 1736 and 1744 Mable.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 128-2019, accepting the offer and approving the sale of City owned property Described as Lots 51, 52, 53 and the West One Half of Lot 54 Block 4, all in Manning's First Addition to the City of Ottumwa, Wapello County, Iowa, commonly known as 1726, 1732, 1736 and 1744 Mable to Lorenzo Silva & Sebastian Silva Zuniga, for the sum of \$1,250.

RECOMMENDATION: Pass and adopt Resolution No. 128-2019.

H. RESOLUTIONS:

1. Resolution No. 124-2019, approving the City's establishment of a Park and Recreation Foundation.

RECOMMENDATION: Pass and adopt Resolution No. 124-2019.

2. Resolution No. 131-2019, approving the agreement between the City of Ottumwa and Calhoun-Burns and Associates, Inc. for Professional Engineering Services to conduct the 2019 and 2020 Biennial Bridge Inspections and Load Rating.

RECOMMENDATION: Pass and adopt Resolution No. 131-2019.

I. ORDINANCES:

J. PUBLIC FORUM:

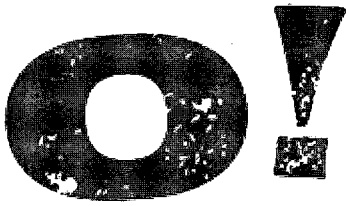
The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting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

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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

** Removed Item G-4



CITY OF
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 5/31/19 TIME: 10:40 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Amended Agenda for the Regular City Council Meeting #17 to be held on 6/4/19.

*** FAX MULTI TX REPORT ***

JOB NO. 0322
DEPT. ID 4717
PGS. 4

TX INCOMPLETE -----

TRANSACTION OK 96847834
96845832
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Ottumwa Courier
KISS
KTVO
KBIZ/KTWA
TOM FM



[CITY OF]
O T T U M W A

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*** TX REPORT ***

JOB NO. 0322
DEPT. ID 4717
ST. TIME 05/31 10:37
SHEETS 4
FILE NAME
TX INCOMPLETE -----
TRANSACTION OK 96847834
96845832
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ERROR 96845892
96828482

Ottumwa Courier
KISS
KTVO
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FROM: Christina Reinhard

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

MEMO: Amended Agenda for the Regular City Council Meeting #17 to be held on 6/4/19.

REGULAR MEETING NO. 16
Council Chambers, City Hall

May 21, 2019
5:30 O'Clock P.M.

The meeting convened at 5:33 P.M.

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

Roe moved, seconded by Berg to approve the following consent agenda items with the exception of pulling Item B-6 and presenting as Item F-3 for discussion: Mins. from Reg. Mtg. No. 15 on May 7, 2019 as presented; Ack. of April financial rpt. and payment of bills as submitted by the Finance Dept.; Reappointment of Larry Jarvis to the Planning and Zoning Commission, term to expire 4/01/2024; Appointment of Scott McCarty to the position of Engineering Supervisor effective 5/13/2019; Consid. of Ack./Settlement Agt. between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee C-Store (2457 N. Court St.); Res. No. 89-2019, authorizing the monthly budgeted transfers for June 2019 as authorized in the fiscal year 2019 budget; Res. No. 94-2019, Approving the contract, bond and cert. of insurance for the Ottumwa Main Street (Downtown Streetscape) Project; Res. No. 110 -2019, setting June 18, 2019 as the date of a public hearing on the disposition of City owned property located at 411 Appanoose; Res. No. 111-2019, setting June 4, 2019 as the date of a public hearing on the disposition of City owned property described as Lots 51, 52, 53 and the West One-Half of Lot 54, all in Manning's First Addition (commonly known as 1726, 1732, 1736 and 1744 Mable St.); Res. No. 112-2019, setting June 4, 2019 as the date of a public hearing on the disposition of City owned property located at 122 S. Fellows; Res. No. 114-2019, Approving the contract, bond and cert. of insurance for the 2019 Asphalt St. Repair Program; Res. No. 115-2019, Approving the contract, bond and cert. of insurance for the 2019 Catch Basin Replacement Program; Res. No. 116-2019, Approving the contract, bond and cert. of insurance for the 2019 Sanitary Utility Access Program; Res. No. 117-2019, Approving the contract, bond and certificate of insurance for the 2019 Sidewalk Drop & Detectable Warning Installation Program; Res. No. 118-2019, Approving the contract, bond and certificate of insurance for the 2019 HMA, PCC St. Crack Repair Program; Beer and/or liquor applications for: African & Asian Bar, LLC, 105-107 N. Market St.; Parkview Plaza (Hotel Ottumwa); 107 E. Second St.; Front Runners; 837 Church St.; Fraternal Order of Eagles; 109 S. Green St.; American Legion OB Nelson #3; 550 W. Main St.; Appanoose Rapids; 332 E. Main St. with outdoor service area; all applications pending final inspections. All ayes.

Roe moved, seconded by Dalbey to approve the agenda as amended. All ayes.

Harry Doyle and Seth Sojka from Blackbird provided an update on the St. Joseph's demo project. Blackbird is extremely sorry for the extended timeline and loss of communication.

Project timeline as presented by Blackbird:

- Began discussions with the City regarding the project 2014
- Blackbird acquired site January 2018
- Zoning approved February 2018
- Development Agt. approved March 2018
- Abatement of site starts January 2018
- Abatement of site ended June 2018
- Garden & Associates starts site design April 2018
- Demo of parking structure and nurse's quarters May 2018
- Demo of hospital structure starts July 2018
- Elder Corp. walks off site August 2018
- Blackbird terminates Elder Corp. contract January 2019

Dispute between Blackbird and Elder Corp. was a result of inconsistencies in billing. Despite trying to reach resolution, both parties agreed the only way to make any progress is through arbitration which is set to occur later this year. By terminating Elder Corp. contract in January 2019, Blackbird let this project for competitive bids. Drish Construction of Fairfield, IA will finish demo of the site and also perform the second ph. of the construction. Demo will resume this summer - Drish will have 70 days for completion. Blackbird believes this is the first step in rebuilding a strained relationship that they take responsibility for.

All hazardous materials have been abated from the site and certified by DNR as a clean site.

Blackbird will keep lines of communication open for residents, city staff, and council – website portal to voice concerns as well as receive updates on the project. City Admin. Morris requests wkl updates provided to the City Clerk's office so they can be recorded accordingly.

Blackbird has taken steps to maintain the site in regards to nuisances that need addressed.

In addition to the \$500,000 from the city, Blackbird has contributed over \$500,000 of their own funding for this project. To be clear, \$500,000 was given to the City by Legacy, and then applied to the abatement of this project based on grant language and the development agt.

City Admin. Morris reported the following:

Brian McMillin of Neapolitan Labs will be at City Hall on 5/24/19 to provide annual update on website and converse with staff on issues, suggestions, etc.

Sen. Grassley will be in Council Chambers on 5/30/19 at 9:30 A.M.

Discussion of creation of a Parks Foundation continues.

Solar Panel Feasibility Study Discussion – Ideal Energy – will present at the Council mtg. 6/4/19.

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

Jody Gates, Consultant, presented Certificates of Appreciation for Make Ottumwa Shine initiative. This year there were over 150 volunteers who rose to the challenge.

Roe moved, seconded by Dalbey to reject the Ottumwa Comm. School District's proposed update to the School Resource Officer Agt. with the Ottumwa Police Dept., effective July 1, 2019. The school district is requesting an equal cost-share (50-50) of the total salary and benefit cost of an officer at the 2nd year wage rate. This proposal would result in the City paying an additional \$74,579.89 towards the cost of three resource officers. Based on the number of arrests made at Evans and OHS over the past 3 yrs., it's not a good idea to compromise the number of officers stationed in these bldgs. Evans has approximately 23% less students than OHS, but continues to outpace OHS with the number of arrests doubling in most categories. Hopeful to reach some sort of agreement to keep the school district staffed with 3 SRO's. All ayes.

Roe moved, seconded by Dalbey to approve the hourly rate schedule for Professional Services between Veenstra & Kim and the City of Ottumwa to develop estimates for a Build Grant Application. Public Works Dir. Seals, reported this project will be moved out to 2020 in order to pull all information together and develop a complete application. Presentation in the future (work session) to expand on the original study provided by Legacy. All ayes.

This was the time, place, and date set for a public hearing on the sale of City owned property located at Lot 11 in Devin's Addition to the City of Ottumwa, Wapello County, Iowa, excepting the South 41 feet, commonly known as 206 E. Court. Dir. of Hlth. Insp. & Planning Flanagan reported the vacant lot

will be used as additional yard space. No objections were received. Streeby moved, seconded by Berg to close the public hearing. All ayes.

Streeby moved, seconded by Roe that Res. No. 87-2019, accepting the offer and approving the sale of City owned property located at Lot 11 in Devin's Addition to the City of Ottumwa, Wapello County, Iowa, excepting the South 41 feet, commonly known as 206 E. Court to Janice Rutledge for the sum of \$250, be passed and adopted. All ayes.

This was the time, place, and date set for a public hearing on the proposed adoption of Amendment No. 8 to the West Gate Economic Development Urban Renewal Plan. Dir. of Hlth. Insp. & Planning Flanagan reported this resolution will amend our Westgate URA to include provisions allowing for incentives related to our BVC Hotel project and various public/private initiatives that could be developed resulting from our Build Grant project. The amendment covers the 20-year TIF rebatement concept for the BVC Hotel, not to exceed \$4 Million, as well as the \$500,000 in site prep and connectivity costs associated with performing the development and the operations following. The amendment includes the capacity for \$8 Million in incentives for the Market St. parking lot area related to river walk/park development, public/private mixed-use initiatives, and infrastructure improvements. The amendment also includes the capacity for \$4.5 Million in incentives for the Washington St. parking lot area and in and around the train station related to public/private mixed-use projects, which could include elevation commercial use and upper story housing elements. The BVC Hotel project will be presented again spring 2020. No objections were received. Streeby moved, seconded by Stevens to close the public hearing. All ayes.

Dalbey moved, seconded by Berg that Res. No. 113-2019, determining an area of the City to be economic development and blighted area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for Urban Renewal projects; and adopting Amendment No. 8 to the West Gate Economic Development Urban Renewal Area, be passed and adopted. All ayes.

Roe moved, seconded by Streeby that Res. No. 86-2019, establishing fees for rental housing permits and inspections in the City of Ottumwa, Iowa and rescinding Res. No. 214-2017, be passed and adopted. Propose increase rental inspection fees from \$30 per unit per year to \$50 per year for units one and two and \$40 per year for all units 3 and over in the same bldg., effective 1/01/2020. Inspections will be done every three yrs. All ayes.

Streeby moved, seconded by Berg that Res. No. 105-2019, establishing fees for bldg. permits in the City of Ottumwa, Iowa and rescinding Res. No. 177-2016, be passed and adopted. This resolution establishes bldg. permit fees through Dec. 31, 2025 and adopts newer bldg. valuations than are currently in place. All ayes.

Streeby moved, seconded by Dalbey that Res. No. 107-2019, establishing fees for Planning and Development services in the City of Ottumwa, Iowa and rescinding Res. No. 94-2016, be passed and adopted. All ayes.

Berg moved, seconded by Roe that Res. No. 119-2019, approving the Professional Services Agt. between Garden & Associates, Ltd. and the City of Ottumwa in the amount of \$300,000 for the Ottumwa Main Street (Downtown Streetscape) Project, be passed and adopted. Public Works Dir. Seals reported Garden & Associates will perform construction observation, limited construction administration and construction survey and staking services. Work hours are est. and based on an average forty hrs/wk for construction

observation, five hrs./wk for construction admin./oversight, and construction staking services as needed for two thirty-week construction seasons (2019 & 2020). Total estimated fee is \$300,000. All ayes.

Streeby moved, seconded by Berg that Res. No. 120-2019, approving Change Order No. 1, increasing contract \$313.02 and accepting the work as final and complete and approving the final pay request for \$618.52 for the 2019 RFP#4, Montagne Lane Concrete Project, total contract sum \$6,423.02, be passed and adopted. All ayes.

Streeby moved, seconded by Roe to pass the first consideration of Ordinance No. 3156-2019, amending Chapter 14, entitled Fire Protection and Prevention, by amending Section 14-31(3) and Section 14-31(10) and by adding new Subsection 14-31(37) of the Municipal Code of the City of Ottumwa, Iowa as set forth hereafter. All ayes.

Streeby moved, seconded by Dalbey to waive the second and third consideration, pass, and adopt Ordinance No. 3156-2019. All ayes.

Berg moved, seconded by Streeby that Res. No. 109-2019, establishment of a Fire Safety Operational Permit (FSOP) and fees associated with implementation of such permit, be passed and adopted. The FSOP will increase in price from thirty-five to fifty dollars. All ayes.


Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. Additional paperwork was turned in for the consideration of a new boat ramp/dock by Black Hawk Park.

Council would like to see a resolution passed stating their opposition to the Alliant rate increase. Requesting staff recommendation for the next mtg. (June 4, 2019).

Dalbey moved, seconded by Streeby that the meeting adjourn. All ayes.

Adjournment was at 6:52 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

FILED

2019 MAY 30 AM 11:45

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 4, 2019

Police

Department

City Administrator Approval

Tom McAndrew

Prepared By

Department Head

AGENDA TITLE: Approve the Police Department promotion of Devin Yeager to Sergeant effective July 6, 2019.

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 promotion of Devin Yeager to Sergeant effective July 6, 2019.

DISCUSSION:

Devin Yeager was hired by the Ottumwa Police Department as an officer in 2013. Devin has a Bachelor of Arts degree from Simpson College. He will fill one of the two additional Patrol Supervisor (Sergeant) positions approved by the City Council at the December 19, 2017, meeting. The two additional Sergeant positions are needed to operate the 12-hour shifts effectively. By starting in July, Devin will be able to train with Patrol Sergeants before the 12-hour shifts begin on August 4, 2019. The two additional Sergeant positions are included in the 2019/2020 budget.

FILED
2019 MAY 30 AM 11:45
CITY OF OTTUMWA
CITY CLERK
OTTUMWA, IA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jun 4, 2019

Tom McAndrew

Prepared By

Tom McAndrew
Department Head

Police

Department

[Signature]

City Administrator Approval

AGENDA TITLE: Approve the Police Department promotion of Kyle De Ronde to Sergeant effective July 7, 2019.

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 promotion of Kyle De Ronde to Sergeant effective July 7, 2019.

DISCUSSION:

Kyle De Ronde was hired by the Ottumwa Police Department as an officer in 2015. Kyle has a Bachelor of Arts degree from Buena Vista University. He will fill one of the two additional Patrol Supervisor (Sergeant) positions approved by the City Council at the December 19, 2017, meeting. The two additional Sergeant positions are needed to operate the 12-hour shifts effectively. By starting in July, Kyle will be able to train with Patrol Sergeants before the 12-hour shifts begin on August 4, 2019. The two additional Sergeant positions are included in the 2019/2020 budget.

Source of Funds: 001-110-6010

Budgeted Item:

Budget Amendment Needed: No

OTTUMWA CIVIL SERVICE COMMISSION

POLICE OFFICER – Entrance Eligibility List

1. Laura Deaton
2. Zane Ekland
3. Jennifer Arriego
4. Jordan Woodward

Certified May 24, 2019

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman
Ed Wilson
Ann Youngman

OTTUMWA CIVIL SERVICE COMMISSION

Engineering Assistant I – Entrance Eligibility List

1. Nathaniel Williams

Certified May 24, 2019

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman
Ed Wilson
Ann Youngman

OTTUMWA CIVIL SERVICE COMMISSION

Engineering Assistant I – Promotional Eligibility List

1. Nancy Cox

Certified May 24, 2019

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman
Ed Wilson
Ann Youngman

FILED

2019 MAY 30 PM 12:04

CITY OF OTTUMWA
Staff Summary

CITY CLERK
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: Jun 4, 2019

WPCF

Department

Kam Reeves

Prepared By

Larry Seals *LS*

Department Head

City Administrator Approval

AGENDA TITLE: Approve the repair of the spare pump at the Elm St. Pump Station

Public hearing required if this box is checked.

Printed on: 6/11/2019 10:04 AM
Staff: Seals, Larry
City of Ottumwa, Iowa
1000 North 1st Street
Ottumwa, IA 52501
Phone: 319.251.1234
Fax: 319.251.1235
www.ci.ottumwa.ia.us

RECOMMENDATION: Approve the repair of the spare Flygt Pump at the Elm St. Pump Station for the quoted price of \$19,990.70 from Electric Pump Co. of Des Moines, Iowa. This price does not include freight.

DISCUSSION: The Elm St. Pump Station is the main pump station in town for pumping wastewater to the Water Pollution Control Facility. To pump the capacity of raw wastewater required, all three of the existing 125 HP pumps may be required to be on line at any one time.

Abrasive wear and tear from sand, gravel, and rocks which pass through the combined sewer system periodically wears out the pumps. This pump, installed in 2007, had many areas of deterioration, causing the impeller to become unbalanced and consequently damaging the mechanical seal, roller bearings, and wear ring. There is a one year warranty on repairs.



The balance in this fund is \$58,946.09 before this repair.

Electric Pump Co. is the nearest authorized Flygt dealer in Iowa.

The cost of a new pump to replace this one would be \$64,331.00

FILED

CITY OF OTTUMWA
2019 MAY 30 PM 12: 04

Staff Summary

CITY OF OTTUMWA
OTTUMWA ** ACTION ITEM **

Council Meeting of: June 4, 2019

<p>Public Works Et.AL/Finance Department</p> <hr/>	<p>Mary Cook Prepared By</p> <p><i>Darryl Seals</i></p> <hr/> <p>Department Head</p>
<p><i>[Signature]</i></p> <hr/> <p>City Administrator Approval</p>	

AGENDA TITLE: Purchase rock and sand products for 2019/2020 fiscal year.

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

RECOMMENDATION: Approve purchasing rock and sand products from Winn Corp. dba Wapello County Sand and Rock and Douds Stone LLC both located in Ottumwa, IA.

DISCUSSION: This is the City's annual request to purchase rock and sand for the 2019/2020 fiscal year. Winn Corp. charges the Landfill the price of \$13.50 per ton for 1" Modified Sub-Base Road Stone and \$14.00 per ton for 3" Clean Stone, with a delivery price of \$2.75 per ton. This went into effect July 1, 2014 and will continue until further notice. The Landfill uses rock on a daily basis. Other departments will be charged a higher price by Winn Corp. according to the product and the price list that is attached. Winn Corp will have no prices changes this year. This will be the 3rd year they have not raised their prices.

There will be no price increase from Douds Stone; making this the 3rd year without raising prices either. The price of Screened Clean Stone will be \$11.75 per ton and Roadstone will be \$9.75 per ton with both being out of Eddyville. Washed Chips will be \$14.05 per ton from Douds Mine and Fill Sand for \$6.00 per ton from Chillicothe. They will charge the Landfill \$14.05 per ton for 3"Clean out of their Gardner/Selma Quarry with a hauling rate of \$6.00 per ton.

DOUDS STONE LLC
 14242 TERMINAL AVENUE
 PO BOX 717
 OTTUMWA IA 52501-0717
 641 683-1671

PRICE LIST EFFECTIVE: MARCH 1, 2019

F.O.B. QUARRY:	#63/64 EDDYVILLE 641 969-4652	#83 DOUDS MINE DOUDS 641 936-4331	#85/90 BROWN/LEWIS FLORIS 641 459-2200	#72 OLLIE 641 667-3911	#67/68 KESWICK 319 738-3151	#75 WEST CHESTER 319 698-4848	#78 COPPOCK 319 653-3270	#88/89 MT PLEASANT 319 986-5268	#50 HERITAGE WEVER 319 528-4065
ROADSTONE: ¾", 1", 1 ½", 1 ½"	9.75 - 15.50	14.75	14.75	13.45	14.75	12.95	13.45	13.35	12.55
SCREENED CLEAN: ¾", 1", 1 ½", 2"	11.75 - 16.50	15.85	15.85	15.85	16.50	15.95	15.85	15.85	13.45
CLEAN OVERSIZED: 3", 4", 6"	16.70	16.25	16.25	16.00	17.15	16.00	16.00	16.00	13.75
GABION AND LAGOON ROCK	18.25	18.25	18.25	18.25	18.25	18.25	18.25	18.25	18.25
WASHED CHIPS: ¾", 1", ½"	18.25	14.05 - 17.15	-	-	-	18.25	-	-	18.25
WASHED ROCK: ¾", 1", 1 ½"	20.60	18.75	-	-	-	20.60	-	-	18.25
AG LIME	8.75	8.55	8.55	8.55	8.75	8.55	8.55	8.55	6.00
LIMEY CHIPS	9.15	8.60	8.95	8.95	8.95	8.95	8.95	8.55	8.55
FILL MATERIAL & SAND	8.60	8.60	8.60	8.10	8.75	7.95	7.95	8.10	8.55
PIT ROCK & SHOT ROCK	16.25	15.70	15.70	15.00	15.70	15.55	15.55	15.55	12.00
CRUSHER RUN	15.80	14.80	14.80	14.80	14.95	14.80	14.80	14.80	13.90

**BROWN LIMEY CHIPS \$7.50

F.O.B. SAND PLANT:	#60 CHILLICOTHE SAND 641 935-2055	#55 ELDON SAND 641 936-4363	F.O.B. SAND PLANT:	#60 CHILLICOTHE SAND 641 935-2055	#55 ELDON SAND 641 936-4363
SAND	13.20	13.20	GRAVEL	29.30	29.30
ASPHALT SAND	13.20	13.20	½" GRAVEL	23.00	23.00
CONCRETE SAND	12.65	12.65	½" MIX GRAVEL	29.00	29.00
MORTAR/MASON SAND	-	7.85	1 ½" GRAVEL	20.75	20.75
FILL SAND	12.40	12.40	OVERSIZED GRAVEL	20.50	20.50
ICE CONTROL SAND	9.90	9.90	¾" GRAVEL	13.15	13.15
BLACK DIRT	12.60	12.60	FILTER SAND		
GRANULAR BACKFILL					

#36 Gardner 3" Clean 1450 600 Sandfill
 641-936-7119

CREDIT TERMS

All new accounts must have credit approved by the Ottumwa Office.

All invoices are due on the 15th of the month following the purchases. A service charge will be added to any account balance unpaid by the first of the month following the due date. The service charges are computed at 1 ½ % per month (18% annual percentage rate).

HAUL TERMS

If you do not have the truck to haul your own material, hauling can be arranged. The hauler will charge on a per ton basis.

Special specifications, products and prices are given by quote only.

Winn Corp.
 DBA: Wapello County Sand & Rock
Your Closest Source
 6733 120th Ave.
 Ottumwa, IA 52501
 Ph: (641) 683-3332***Fax: (641) 683-3334

	<u>2017 Board Price</u>	<u>2017 Contractor Price</u>
IDOT Concrete Sand	\$12.75 per ton	\$12.25 per ton
IDOT Asphalt Sand	\$12.75 per ton	\$12.25 per ton
IDOT Ice Control Sand	Seasonal	Seasonal [#] 11.00/per ton
IDOT Septic Sand	\$12.75 per ton	\$12.25 per ton
Clean Fill Sand/Dirty Fill Sand	\$ 7.75 per ton	\$ 7.25 per ton
IDOT Granular Backfill	\$12.00 per ton	\$11.50 per ton
PGA Sand	\$12.00 per ton	\$11.50 per ton
Black Dirt	\$11.00 per ton	\$ 10.50 per ton
1" Crushed Concrete Road Stone		*10.50 per ton
Cheap Dirt/Clay	\$ 5.50 per ton	\$ 5.00 per ton
½" Pea Gravel	\$30.50 per ton	\$30.00 per ton
DNR 1 ½" Septic Gravel	\$30.50 per ton	\$30.00 per ton
Oversize River Gravel	\$25.50 per ton	\$25.00 per ton
Mason/Mortar Sand	Call	Call
<u>Limestone Products</u>		
IDOT ¾" Class A Road Stone	\$16.00 per ton	\$16.00 per ton
IDOT 1" Road Stone/Modified Sub-Base	\$16.00 per ton	\$16.00 per ton
IDOT 1", 2", 3" Clean	\$17.00 per ton	\$17.00 per ton
IDOT Limey Chips	\$13.00 per ton	\$13.00 per ton
IDOT ½" Porous Backfill & ¾" Clean	\$19.00 per ton	\$19.00 per ton
½" Clean		+19.00 per ton
IDOT Erosion Stone	\$19.00 per ton	\$19.00 per ton
Ag Lime	Seasonal	Seasonal

Special specifications and prices by quote only.
 Prices good for 2017 calendar year.
 All materials subject to availability and are F.O.B. quarry.
 1 ton minimum charge.
 7% sales tax when applicable.

CREDIT TERMS

This is your discounted price with good credit; overdue accounts will be charged board price. Don't abuse this policy, call and make arrangements if you are going to be late.
 All accounts must have credit approved by the office. All invoices are due on the 15th & 30th of the month following purchases. A service charge will be added to any account balance unpaid by the first of the month following the due date. The service charges are computed at 1.5% per month (18% annual percentage rate).
Late accounts will lose \$0.50 per ton contractor discount.

PRICES IN EFFECT AS OF April 1, 2017.

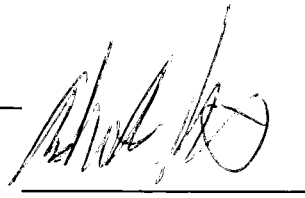
City of Ottumwa
2019 JUL 20 AM 9:03
Staff Summary

CITY OF OTTUMWA

Council Meeting of: June 4, 2019

Item No. _____

Finance Department
Department



City Administrator

Robert Jay
Prepared By

Dept. Head

Agenda Title: Resolution 121-2019 Approving the Wapello County/City of Ottumwa Law Enforcement Center Maintenance Budget for the Fiscal Year Ending June 30, 2020.

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

Recommendation: Pass and Adopt Resolution 121-2019.

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

The Maintenance Fund is maintained by the Wapello County Auditor, who has provided the estimates for the budget. The Maintenance Fund had a fund balance of \$1,969,654 at June 30, 2018, and is projected to have a fund balance of \$1,848,729 at June 30, 2019 and projected fund balance of \$1,727,804 at June 30, 2020.

Source of Funds:N/A

Budgeted Item:N/A

Budget Amendment Needed:No

RESOLUTION NO. 121-2019

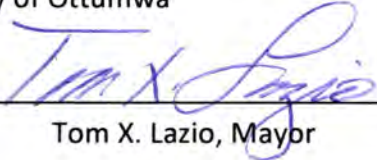
**RESOLUTION APPROVING THE WAPELLO COUNTY/CITY OF
OTTUMWA LAW ENFORCMENT CENTER MAINTENANCE
BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2020.**

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

The annual budget for the fiscal year ending June 30, 2020 as set forth in the attached summary is hereby approved and the Mayor is authorized to sign on behalf of the City of Ottumwa.


PASSED AND APPROVED THIS 4th DAY OF June, 2019.

City of Ottumwa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

(Seal)



2019-2020 WAPELLO COUNTY/CITY OF OTTUMWA LAW ENFORCEMENT CENTER MAINTENANCE BUDGET

FUND 15 - DEPARTMENT 14									
RESOURCES: BEGINNING FUND BALANCES and INCOME	LINE	(A) FYB 1, 2017	(B) Re-Estimated FYB July 1, 2018	(C) FYB July 1, 2019	REQUIREMENTS: EXPENDITURES AND ENDING FUND BALANCE	(A) Actual FYE June 30, 2018	(B) Re-Estimated FYE June 30, 2019	(C) FYE June 30, 2020	LINE
	1								1
	2								2
	3				430-Natural Gas				3
	4				431-Electric Power				4
	5				432-Water				5
	6								6
COUNTY SHARE PER SQ. FT.(D)	7				441--Building repair/Maint	22,077	4,000	4,000	7
CITY SHARE PER SQ. FT.(D)	8				442-Fixed Plant Equipment	80,082	50,000	50,000	8
COUNTY SHARE MISC (8)	9				445--Plumbing Equipment	21,960	20,000	20,000	9
CITY SHARE MISC. (8)	10				462--Real Property Insurance	16,406	17,000	17,000	10
EXCESS FROM HOUSING (B)(line 26)	11	8,132	10,000	10,000	Inter-Fund Transfer				11
INTEREST EARNED ON FUND (C)	12	16,351	10,000	10,000					12
OTHER (LIST)	13				Major repairs				13
Local Option Tax	14				610--Building-Roofs	825	50,000	50,000	14
Refunds	15				611--Air Conditioning				15
Miscellaneous	16	5,165	75	75	612--Major Heating		3		16
Inter-Fund Transfer	17				613--Major Plumbing				17
	18								18
	19								19
	20								20
Subtotal other receipts	21	29,648	20,075	20,075	Subtotal Expenditures	141,350	141,000	141,000	21
BEGINNING FUND BALANCE AND OTHER RECEIPTS	22	2,081,356	1,969,654	1,848,729	ENDING FUND BALANCE	1,969,654	1,848,729	1,727,804	22
	23								23
	24								24
TOTAL RESOURCES	25	2,111,004	1,989,729	1,868,804	TOTAL REQUIREMENTS	2,111,004	1,989,729	1,868,804	25
Signed <i>[Signature]</i>			5-14-19		Signed <i>[Signature]</i>				
Chair, Board of Supervisors			Date		Mayor, City of Ottumwa				Date

FILE

City of Ottumwa

2019 MAY 22 AM 10: 57

Staff Summary

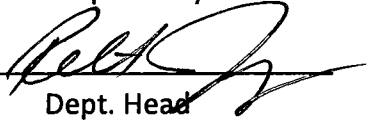
CITY OF OTTUMWA

Council Meeting of: June 4, 2019

Item No. _____

Robert Jay

Prepared By


Dept. Head

Finance Department

Department



City Administrator

Agenda Title: Resolution No. 122-2019 Authorizing the Budgeted Transfers As Authorized in the Fiscal Year 2020 Budget.

.....
Purpose: Authorized annual FY2020 budgeted transfers.

Recommendation: Pass and Adopt Resolution No. 122-2019

Discussion: This resolution is being prepared to comply with City Finance Committee Rules Chapter 545 of the Iowa Code. The budgeted transfers are attached for review. These transfers are for the fiscal year 2020. This is the total amount of the budgeted transfers and the funds originating the transfer and the recipient funds. The majority of the transfers will be made on a monthly basis (1/12th). Some will be made for the total amount when required. (Debt Service). In June of 2020 there will be a reconciliation made for the transfers.

RESOLUTION NO. 122-2019

A RESOLUTION AUTHORIZING THE BUDGETED TRANSFERS AS
AUTHORIZED IN THE FISCAL YEAR 2020 BUDGET.

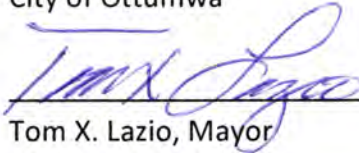
WHEREAS, The City Finance Department, effective April 13, 2019 is required by Iowa Code Chapter 545 to have all transfers between funds approved by resolution, and

WHEREAS, The City has FY2020 budgeted transfers that are required to be made.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA,
IOWA: That the City Finance Director is authorized to make the required transfers.

PASSED AND APPROVED THIS 4th DAY OF JUNE 2019.

City of Ottumwa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

(Seal)



City of Ottumwa
FY 2020 Budgeted Transfers

Transferring Fund	Out	Transferring To Fund	In	Description and reason for transfer.
General Fund 001	(\$203,018)	Event Center 720	\$203,018	Annual support for the Event Center.
General Fund 001	(\$143,063)	Risk Management 129	\$143,063	411 Transfer for Police and Fire Wages.
General Fund 001	(\$110,400)	Equipment Purchase Fund 840	\$110,400	Transfer for equipment purchases.
Road Use Fund 110	(\$293,700)	Equipment Purchase Fund 840	\$293,700	Transfer for equipment purchases.
Cemetery 135	(\$11,800)	Equipment Purchase Fund 840	\$11,800	Transfer for equipment purchases.
Employee Benefits 112	(\$3,912,164)	General Fund 001	\$3,912,164	Transfer to cover budgeted fringe benefits.
Employee Benefits 112	(\$232,541)	Library 133	\$232,541	Transfer to cover budgeted fringe benefits.
Employee Benefits 112	(\$67,948)	Cemetery 135	\$67,948	Transfer to cover budgeted fringe benefits.
Employee Benefits 112	(\$522,657)	Road Use 110	\$522,657	Transfer to cover budgeted fringe benefits.
Employee Benefits 112	(\$73,604)	Airport 131	\$73,604	Transfer to cover budgeted fringe benefits.
Employee Benefits 112	(\$900,000)	Retiree Insurance 119	\$900,000	Transfer to cover assist in Retiree's insurance.
Emergency Fund 119	(\$133,590)	General Fund 001	\$133,590	Transfer to GF as required per law to assist with GF operations.
Local Option Sales Tax 121	(\$320,676)	General Fund 001	\$320,676	Transfer to GF as required by LOST ballot.
Local Option Sales Tax 121	(\$900,000)	Road Use Fund 110	\$900,000	Transfer to RU to assist with the Expanded Street Repair Program.
Local Option Sales Tax 121	(\$265,617)	Sewer Fund 610	\$265,617	Transfer to Debt Service for FY 20 bond payment.
West Gate TIF Fund 125	(\$421,568)	Debt Service 200	\$421,568	Transfer to Debt Service for FY 20 bond payment.
Airport TIF Fund 126	(\$196,744)	Debt Service 200	\$196,744	Transfer to Debt Service for FY 20 bond payment.
Wildwood/Hwy 34 TIF Fund 128	(\$149,363)	Debt Service 200	\$149,363	Transfer to Debt Service for FY 20 bond payment.
Risk Management Fund 129	(\$5,000)	Library 133	\$5,000	Transfer to assist with the cost of insurance.
Risk Management Fund 129	(\$9,000)	Cemetery 135	\$9,000	Transfer to assist with the cost of insurance.
Haz Mat Fund 137	(\$2,209)	Risk Management 129	\$2,209	411 Transfer for Fire Wages.
Airport Fund 131	(\$42,677)	Airport TIF Fund 126	\$42,677	Transfer to assist with Debt Service payment.
Cemetery Memorial Trust Fund 501	(\$1,300)	Cemetery 135	\$1,300	Transfer to assist with Cemetery operations.
Perpetual Care Fund 503	(\$8,000)	Cemetery 135	\$8,000	Transfer to assist with Cemetery operations.
Sewer Fund 610	(\$256,850)	Debt Service 200	\$256,850	Transfer to Debt Service for FY 20 bond payment.
Sewer Fund 610	(\$265,617)	Debt Service 200	\$265,617	Transfer to Debt Service for FY 20 bond payment.
Sewer Fund 610	(\$157,017)	Debt Service 200	\$157,017	Transfer to Debt Service for FY 20 bond payment.
Sewer Fund 610	(\$500,000)	Sewer Facility Building Fund 613	\$500,000	Transfer mandatory amount to the facility building fund as required by ordinance.
Sewer Fund 610	(\$1,282,000)	Sewer SRF Reserve Fund 611	\$1,282,000	Transfer mandatory amount as required by SRF.

City of Ottumwa
 FY 2020 Budgeted Transfers

Transferring Fund	Out	Transferring To Fund	In	Description and reason for transfer.
Sewer SRF Reserve Fund 611	(\$1,282,000)	Sewer Fund 610	\$1,282,000	Transfer mandatory amount back to Sewer to pay SRF debt service.
Landfill Fund 670	(\$210,000)	Recycling Fund 673	\$210,000	Transfer to assist with the operations of the Recycling Center.
Landfill Fund 670	(\$50,000)	Landfill Reserve Fund 671	\$50,000	Transfer mandatory amount to reserve fund as required by law.

Total (\$12,930,123) \$12,930,123

FILE

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jun 4, 2019

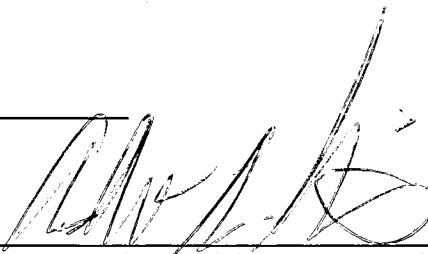
Transit
Department

David Silverio

Prepared By

David Silverio

Department Head



City Administrator Approval

AGENDA TITLE: 2019 Dodge Braun van

RECOMMENDATION: Approve Purchase.

DISCUSSION: Transit will be purchasing a 2019 Braun van from Hogle Bus.. This is funded by a 5311 State grant. The total cost of the van is \$44,177.00 with the state funding \$37,550 and Transit's local match of \$6,627. This is a budgeted item. Purchase price provided thru State competitive bid.

Source of Funds: State 5311 grant and Transit budget

Budgeted Item:

Budget Amendment Needed: No

RESOLUTION NO. 123-2019

RESOLUTION AWARDING THE CONTRACT FOR THE Minivan purchase

WHEREAS, The City of Ottumwa, Iowa operates the Ottumwa Ottumwa Transit
_____;
and,

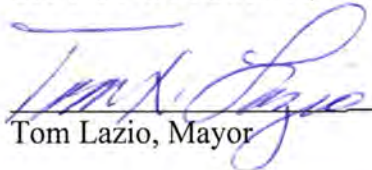
WHEREAS, The Department of Public Transit, Iowa did advertise and
accept bids for the above referenced project; and,

WHEREAS, Hoglund Bus was the lowest bidder.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY OF OTTUMWA, IOWA
THAT: The award of contract for the above referenced project is made to the lowest
responsible bidder, Hoglund Bus, in the amount of
\$44,177 _____.

APPROVED, PASSED, AND ADOPTED this 4th day of June 2019

CITY OF OTTUMWA, IOWA



Tom Lazio, Mayor

Attest:



Christina Reinhard, City Clerk



FILED

City of Ottumwa
Staff Summary

2019 MAY 24 AM 8:32

CITY CLERK
OTTUMWA, IA

Item No. _____

Council Meeting of: June 4, 2019

Finance Department
Department



City Administrator

Robert Jay
Prepared By

Dept. Head

.....

Agenda Title: RESOLUTION 125-2019 AUTHORIZING PAYMENT FOR RENEWAL OF THE CITY WORKER'S COMPENSATION INSURANCE AND CHAPTER 411 ADMINISTRATIVE AGREEMENT FOR JULY 1, 2019 UNTIL JUNE 30, 2020 IN THE AMOUNT OF \$112,189.00 AND PAYMENT TO IOWA MUNICIPALITIES WORKER'S COMPENSATION ASSOCIATION.

.....

Public hearing required if this box is checked

Purpose: Renew Worker's Compensation Insurance for the City and the Chapter 411 Administrative Agreement.

Recommendation: Approve Resolution 125-2019 for the renewal of the City's Worker's Compensation Insurance and renewal of Administrative Services agreement for the Fire and Police Departments with the Iowa Municipalities Worker's Compensation Association (IMWCA), Des Moines, Iowa for an estimated cost of \$112,189.00. (\$2,000 Admin. Agreement, \$110,189 Workman's Comp.) And Authorize the Mayor to sign documents.

Discussion: The City's Worker's Compensation Insurance is in a government pool of approximately 500 entities in the State of Iowa. Some of the advantages to the City of being a member (owner) versus standard carriers are less volatile rates, training, on site audits, onsite inspections and discounts off the premium. The premium is based on:

- Gross payroll budgeted for 2019/2020, (\$6,942,698.00)
- Experience Modification Factor (based on claims for the past three years).
- Discount (based on longevity in the program and loss control programs).

This year's net premium is \$110,189.00; this is an increase of \$35,966.00 from the previous year.

Our experience modification factor increased by 16% to 91%.

The City's Experience Modification Factor of 91% means the City is paying 91% of a normal premium. The City received a discount of 34% (\$62,922.00) off the discounted premium. The City also received a Good Experience Bonus Modification of 90%. With the modification factors and the discount, the City will be paying 54.13% of the normal premium.

Below is a three year comparison of worker's compensation rates for your review.

Three Year Comparison of Worker's Compensation Insurance For The City of Ottumwa

	<u>2019/2020</u>	<u>2018/2019</u>	<u>2017/2018</u>
Gross Premium	\$203,370	\$220,427	\$227,824
Experience Mod. Factor	91%	75%	72%
Modified Premium	\$185,066	\$165,321	\$164,034
IMWCA Discount	(\$62,922) (44%)	(\$72,741) (44%)	(\$77,096)(47%)
Expense Constant	\$ 160	\$ 160	\$ 260
Good Experience Bonus	(\$12,215) (90%)	(\$18,357) (80%)	(\$17,388) (80%)
Annual Premium (Est.)	\$ 110,089	\$ 74,223	\$ 69,710
Fire and Police Admin.Fee	\$ 2,000	\$ 2,000	\$ 2,000
Total Cost	\$ 112,089	\$ 76,223	\$ 71,710
Percentage of total premium	54.13%	33.67%	30.59%

(WorkComp Only)

Source of Funds Property Taxes Budgeted Item Yes Budget Amendment Needed No

RESOLUTION NO. 125-2019

A RESOLUTION AUTHORIZING PAYMENT FOR RENEWAL OF THE CITY WORKER'S COMPENSATION INSURANCE AND CHAPTER 411 ADMINISTRATIVE AGREEMENT FOR JULY 1, 2019 UNTIL JUNE 30, 2020 IN THE AMOUNT OF \$112,189.00 AND PAYMENT TO IOWA MUNICIPALITIES WORKER'S COMPENSATION ASSOCIATION.

WHEREAS, the City of Ottumwa is required to purchase worker's compensation insurance for employee coverage and

WHEREAS, the City of Ottumwa is a member of the Iowa Municipal Worker's Compensation Association, a provider of worker's compensation insurance and

WHEREAS, Iowa Municipal Workers Compensation Association also offers Chapter 411 Administrative Services for cities and

WHEREAS, the combined premium for the period of July 1, 2019 until June 30, 2020 is \$112,189.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: to authorize payment to the Iowa Municipal Worker's Compensation Insurance Association in the amount of \$112,189.00.

PASSED AND APPROVED THIS 4th DAY OF JUNE, 2019.

City of Ottumwa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk
(Seal)





Ottumwa (0213)

Estimated Premium Schedule as of 4/16/2019

Policy Period: 7/1/2019-7/1/2020

Workers' Compensation Coverage

Class Code	Description	Rate	Payroll	Premium	Modified Premium	Discounted Premium
3724	Millwright NOC	5.43%	103,317	5,610	5,105	3,032
5506	Street or Road Paving	8.29%	584,074	48,420	44,062	26,173
6217	Landfill Operations	5.1%	275,637	14,057	12,792	7,598
7382	Bus Co. & Drivers	4.65%	405,942	18,876	17,177	10,203
7403	Aviation - All other employees & drivers	4.34%	138,308	6,003	5,463	3,245
7580	Sewage Disposal Plant Operation	2.26%	1,186,904	26,824	24,410	14,500
8264	Bottle Dealers - Used & Driver	7.02%	203,253	14,268	12,984	7,712
8380	Automobile - All Others	2.84%	204,783	5,816	5,293	3,144
8810	Clerical Office Employees - NO	0.22%	2,029,464	4,465	4,063	2,413
8810V	Elected or Appointed Officials	0.22%	29,000	64	58	34
8820	Attorney - All Employees	0.22%	114,630	252	229	136
9015	Building Maintenance - Operation	4.26%	309,762	13,196	12,008	7,133
9102	Parks NOC - All Employees	3.68%	217,323	7,997	7,277	4,323
9220	Cemetery Operations & Drivers	5.51%	95,075	5,239	4,767	2,832
9402	Street Cleaning & Drivers	5.56%	95,521	5,311	4,833	2,871
9410	Municipal Employees	2.84%	949,705	26,972	24,545	14,580
Totals:			6,942,698	203,370	185,066	109,929

Your IMWCA Discount for Workers' Compensation Coverage:

Longevity Credit:	\$ 14,805	8%
Loss Experience Credit:	\$ 22,208	12%
Large Premium Discount:	\$ 25,909	14%
Total Discount:	\$ 62,922	34%

Workers' Compensation Premium Calculation

Pure Premium:	\$ 203,370
Experience Modification Factor: X	.91
Modified Premium:	\$ 185,066
IMWCA Discount Amount: -	\$ 62,922
Discounted Premium:	\$ 122,144
Good Experience Bonus: X	.90
Expense Constant: +	\$ 160
Annual Premium:	\$ 110,089
Total Premium:	\$ 110,089

Other Coverage

Non-Statutory Medical Coverage

Rate: \$10/Volunteer, Minimum Premium \$100

Estimated Number of Volunteers 0 Rate: 10 Premium: 0

Premium generated by count falls beneath minimum premium standards, therefore a minimum premium of \$100 has been used

Non-Stat. Vol. Premium: 0

Minimum Premium: 100

Total Estimated Coverage Premium: \$ 110,189

ADMINISTRATIVE AGREEMENT

THIS ADMINISTRATIVE AGREEMENT, herein referred to as "Agreement", made effective the 1st day of July 2019, is entered into by and between the IOWA MUNICIPALITIES WORKERS' COMPENSATION ASSOCIATION, a separate legal entity created by Iowa cities pursuant to the provisions of Chapter 28E, *Code of Iowa*, herein referred to as "IMWCA", and the city of Ottumwa, Iowa, herein referred to as "OTTUMWA".

WITNESSETH:

WHEREAS, the IMWCA provides and administers workers' compensation and related employer liability coverage for its members qualifying therefore, and has made such coverages and services available; and

WHEREAS, the city of Ottumwa wishes to self-fund the medical-only claims of its police officers and firefighters participating in the disability pension program created by Chapter 411 of the Code of Iowa, and to contract with IMWCA to obtain claims administrative services necessary to manage these medical-only claims; and

WHEREAS, the IMWCA has agreed to provide such services on the terms and conditions set forth herein, provided that the City Council of OTTUMWA has approved this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties hereby agree as follows:

1. **Term.** The term of this Agreement shall be from 12:00 a.m. July 1, 2019 to Midnight, June 30, 2020, unless cancelled earlier as provided in the cancellation article.
2. **Services.**
 - A. **Services Provided.** Subject to all the other terms and conditions of this Agreement, IMWCA shall be responsible for administering the Chapter 411 medical-only claims of participating police officers and firefighters for OTTUMWA.

B. Services Only. IMWCA does not act as an insurer for the Chapter 411 medical-only claims of OTTUMWA, and this Agreement shall not be construed as an insurance policy or any agreement of indemnity. IMWCA is not itself financially responsible for the payment or satisfaction of claims, lawsuits or any form of cause of action against OTTUMWA by virtue of this Agreement.

3. **Independent Contractor Status.**

A. Status. IMWCA, for purposes of this agreement, shall be an independent contractor.

B. Hold Harmless and Indemnification. OTTUMWA shall indemnify and hold harmless IMWCA from any and all loss, cost or expense incurred by IMWCA as a result of its performance of this Agreement, unless the loss, cost or expense is caused by the negligent act or omission of IMWCA.

4. **Compensation.**

A. In consideration of the performance by IMWCA of its services and obligations provided under subparagraph A of Paragraph 2 above, OTTUMWA agrees to pay IMWCA the sum of Two Thousand Dollars (\$2,000) for Chapter 411 medical-only claims administration services and expenses for the period July 1, 2019 to June 30, 2020, such amount to be paid in four (4) quarterly installments due July 1 and October 1, 2019, and January 1 and April 1, 2020. In the event any installment of IMWCA's compensation herein is not paid when due, IMWCA may, (reserving all other remedies and rights under this Agreement and in law) at its sole option and discretion, upon ten (10) days prior notice to OTTUMWA, discontinue processing Chapter 411 medical-only claims for OTTUMWA.

5. **Cancellation.**

- A. **Either Party.** This Agreement may be cancelled by either party upon written notice to the other party, provided such notice specifies an effective date for cancellation of not less than ninety (90) days after the date of such notice.

6. **Conditions and Limitations.**

- A. **Deposit.** OTTUMWA shall keep on deposit with IMWCA in a separate account maintained by IMWCA Twenty-Five Thousand Dollars (\$25,000) for payment of Chapter 411 medical-only claims. IMWCA will invoice OTTUMWA quarterly, beginning October 1, 2019 for claims paid during each quarter of the fiscal year. IMWCA also will have the option to require that OTTUMWA immediately make payment into the separate account of sufficient funds to pay all outstanding approved claims and to keep the deposit at Twenty-Five Thousand Dollars (\$25,000).
- B. **Profitability.** IMWCA makes no representation or warranty to OTTUMWA that the business of self-funding the medical-only claims arising against OTTUMWA under Section 411.15, and the administration of those claims by IMWCA, shall result in financial gain to OTTUMWA or result in OTTUMWA paying less costs for medical-only claims under Section 411.15 than it has cost in previous years.
- C. **Information.** OTTUMWA shall render complete and accurate information to IMWCA as requested by IMWCA and advise IMWCA promptly of any changes in OTTUMWA's operations.
- D. **Cooperation.** IMWCA's responsibility for the performance of service as specified in paragraph 2 is conditioned upon the cooperation of OTTUMWA.
- E. **Legal Services.** The services to be provided by IMWCA are not of a legal nature, and IMWCA shall in no event give, or be required to give, any legal

opinion or provide any legal representation to OTTUMWA. IMWCA shall not be considered as engaged in the practice of law. It is specifically agreed that if any legal action is initiated against IMWCA or OTTUMWA by reason of the denial of a claim under Section 411.15, IMWCA will have the option of returning the claim back to OTTUMWA, and IMWCA will have no further responsibility to administer that claim or to defend a legal action brought as a result of its administration of that claim.

- F. Assignment. Neither this Agreement nor any rights hereunder shall be assigned by either party without the prior written consent of the other party first having been obtained.
- G. Entire Agreement. This Agreement constitutes the entire understanding of the agreement between the parties hereto, and supersedes all prior and contemporaneous agreements or understandings, written or oral, of the parties hereto. This Agreement may be amended only in writing executed by both parties.
- H. Notices. All notices to be given pursuant to this Agreement shall be in writing, and shall be deemed to have been duly given when personally delivered, or when mailed postage prepaid by certified mail, return receipt requested, to the following address:

If to IMWCA:	Iowa Municipalities Workers' Compensation Association 500 SW 7 th Street, Suite 101 Des Moines, IA 50309
If to the city of Ottumwa:	City of Ottumwa Attention: Robert Jay 105 E. Third Street Ottumwa, IA 52501-2904

- I. Interpretation. This Agreement shall be interpreted by application of the laws of the State of Iowa.
- J. Representation and Warranties. IMWCA covenants, represents and warrants that it is experienced and qualified to perform the administrative services contemplated by this Agreement and is equipped to perform such administrative services.
- K. Separability. In the event that any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement or any other application thereof shall not in any way be affected or impaired thereby.

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

CITY OF OTTUMWA, IOWA

IOWA MUNICIPALITIES WORKERS'
COMPENSATION ASSOCIATION

By Tom X. Lopez
Mayor

By J. B. King
President

Attest: Chris Richard
City Clerk

Dated May 10, 2019

Dated June 4, 2019

FILED

2019 MAY 30 PM
CITY OF OTTUMWA
Staff Summary
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: Jun 4, 2019

City Clerk

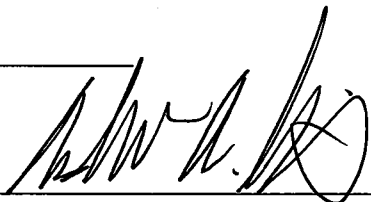
Department

Christina Reinhard

Prepared By

Christina Reinhard

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 129-2019, a resolution opposing the base rate increase by Alliant Energy

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. 129-2019

DISCUSSION: Alliant Energy has asked the Iowa Utility Board to approve an approximately 25% increase to the base rate of electricity and natural gas rates. Such an increase could negatively affect our citizens (especially those who are low or fixed income), businesses and our ability to bring in new businesses.

There are no City funds used for this resolution and this will not impact the budget.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 129-2019

A RESOLUTION OPPOSING AN ALLIANT ENERGY RATE INCREASE

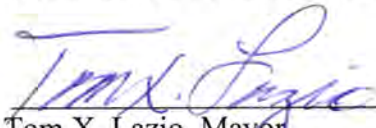
- WHEREAS, Alliant Energy has asked the Iowa Utilities Board to approve a 2019 rate increase that will raise base rates 24.45% for residential customers, 18.36% for general service customers, and 25.29% for large general service customers; and,
- WHEREAS, Alliant Energy's rates are already higher than the other investor-owned utility serving Iowa, and also higher than the state averages for municipal electric utilities and rural electric cooperatives in all customer classes; and,
- WHEREAS, Alliant's rapidly rising rates are causing serious hardship for low- and moderate-income households, fixed income households, small businesses, industries, nonprofit institutions, educational institutions, and the City of Ottumwa; and,
- WHEREAS, Alliant's rapidly rising rates are creating a hindrance for economic development in the City of Ottumwa; and,
- WHEREAS, Alliant Energy has aggressively pursued legislation and regulation limiting the ability of customers and communities to save money and keep energy dollars local, including slashing the energy efficiency programs, working to overturn net metering, and creating and proposing separate classes and fees for distributed generation customers.

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


1. Stands in opposition to the proposed rate increase.
2. Believes the current rate increase represents a significant breach of trust and accountability between Alliant Energy, the City of Ottumwa, and Ottumwa customers.
3. Shall direct the City Administrator to present this Resolution to the Iowa Utilities Board on behalf of the City Council of the City of Ottumwa.
4. Encourages all citizens and ratepayers to voice their perspectives and concerns online through the Iowa Utilities Board's "Open Docket Comment Form", or by emailing customer@iub.iowa.gov.

PASSED AND ADOPTED this 4th day of June, 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

FILED

2019 MAY 30 10:00 AM CITY OF OTTUMWA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 4, 2019

Kam Reeves *Kam Reeves*

Prepared By

Larry Seals *LBS*

Department Head

WPCF

Department

City Administrator Approval

AGENDA TITLE: *Resolution # 133-2019.* Approve the purchase of a 2019 Ford Ranger 4 X 4 Extended Cab Pickup Truck for the Water Pollution Control Facility.

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 # 133-2019.* Approve this purchase from Stivers Ford of Waukee, IA for the quoted price of \$26,105.00 This truck will replace a 2007 Ford Freestar Cargo Van (fleet # 108).

DISCUSSION: This pickup is part of the Fleet Replacement Program, and has been recommended for replacement. It was originally scheduled for replacement in 2015, but has been moved back four years. Van # 108 has over 90,000 miles.

This truck will be used by the Pretreatment Coordinator and will be used for daily checks of industries and for inspection of farmland for Biosolids application.

Bid Packets with Specs were sent out from the Purchasing Department. Three Bids were received, with the low bid being from Stivers Ford of

Source of Funds: Sewer Fund

Budgeted Item:



Budget Amendment Needed: Yes

Waukee, IA for the amount of \$26,105.00

\$26,000 was budgeted for this vehicle.

BID TABULATION

WPCF - Replace Van # 108

Stivers Ford (Waukee) ----- \$26,105

Charles Gabus Ford (Des Moines) ----- \$26,309

Bob Brown Chevrolet (Urbandale) ----- \$27,799

RESOLUTION #133-2019

A RESOLUTION APPROVING THE PURCHASE OF A 2019 FORD RANGER PICKUP TRUCK
FOR THE WATER POLLUTION CONTROL FACILITY

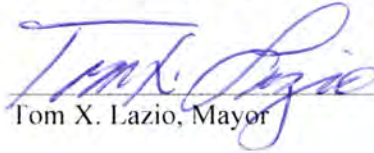
WHEREAS, The purchase of a pickup is part of the Fleet Replacement Program and will replace a 2007 Ford Freestar Cargo Van (#108), and,

WHEREAS, The new pickup truck is a budgeted item with \$26,000 appropriated.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: the purchase of a 2019 Ford Ranger pickup truck for the Water Pollution Control Facility is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 4th day of June, 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

Chris Reinhard

From: Ron Reese <rreese@stiversfordia.com>
Sent: Wednesday, May 15, 2019 3:17 PM
To: reinhardc@ci.ottumwa.ia.us
Cc: Mary Cook
Subject: FW: Attached Image
Attachments: 1085_001.pdf; OTTUMWA R1F proposal.pdf

2019 MAY 15 PM 3:39

CI.
OTTUMWA

Hi Chris,

Please find attached your bid due next week. I only had one exception, heated mirrors which are only available on Lariat trim. I added the professionally installed Whelen Led bar with Acari mount as well as front /rear LED's.

Let me know if you have any questions.

Ron Reese
Commercial/ government Sales Mgr.
Ed Stivers Ford
515-987-3697 phone
515-987-0163 fax
800-747-2744 Toll free

From: sandman@accesssystemscopier.com [mailto:sandman@accesssystemscopier.com]
Sent: Wednesday, May 15, 2019 3:07 PM
To: ron
Subject: Attached Image

CITY OF OTTUMWA
 WATER POLLUTION CONTROL
 SPECIFICATIONS FOR A 4 x 4 SMALL PICKUP TRUCK
 REPLACEMENT FOR 108

2019 MAY 15 PM 3:39

Minimum specifications for the bid of a 4x4 extended cab small to midsize pickup truck. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The city reserves the right to reject any or all bids.

Brand of Equipment FORD
 Model Number RANGER
 Dealer Bidding STIVERS FORD
 Authorized Dealer for product bid: Yes () No (). If no, who are you bidding with? _____

	<u>CHECK ONE</u>	
	YES	NO
<u>Engine - Chassis - Drive</u>		
Engine - 4 or 6 cylinder minimum(gas)-----	(<input checked="" type="checkbox"/>)	()
Automatic transmission/with overdrive-----	(<input checked="" type="checkbox"/>)	()
2-speed transfer case-----	(<input checked="" type="checkbox"/>)	()
Automatic locking hubs-----	(<input checked="" type="checkbox"/>)	()
Four-wheel drive-----	(<input checked="" type="checkbox"/>)	()
Alternator: 12 volt, 75 amp minimum-----	(<input checked="" type="checkbox"/>)	()
Power steering-----	(<input checked="" type="checkbox"/>)	()
Power brakes-----	(<input checked="" type="checkbox"/>)	()
Shock absorbers, heavy duty-----	(<input checked="" type="checkbox"/>)	()
18 gallon fuel tank-----	(<input checked="" type="checkbox"/>)	()
All terrain tires-----	(<input checked="" type="checkbox"/>)	()
Full size spare tire (mounted under box)-----	(<input checked="" type="checkbox"/>)	()
Rust proofing (factory)-----	(<input checked="" type="checkbox"/>)	()
Battery 525CCA (maintenance free/long life type)-----	(<input checked="" type="checkbox"/>)	()

CHECK ONE

	YES	NO
Roof mounted light bar, 6 head random pattern (amber)		
Integrated strobes, front and back -----	(✓)	()
Tow hooks-----	(✓)	()
Two (2) power points-----	(✓)	()
TONNEAU Soft COVER-----	(✓)	()
<u>Truck and Body</u>		
Extended cab or Double Cab-----	(✓)	()
Lockable Tailgate-----	(✓)	()
Front Bucket seat, cloth or vinyl-----	(✓)	()
No Rear Seat-----	(✓)	()
Interior color gray/tan/blue-----	(✓)	()
AM/FM radio, factory installed-----	(✓)	()
Dual mirrors heated and power package-electric (minimum 5"x 8") -----	()	(✓)
	<i>power mirrors - NOT HEATED</i>	
Power Windows-----	(✓)	()
6' Truck Bed-----	(✓)	()
Air conditioning-----	(✓)	()
Standard front bumper-----	(✓)	()
Step-type rear bumper-----	(✓)	()
Intermittent wipers-----	(✓)	()
Color: White-----	(✓)	()
WARRANTY: (specify) <u>36/36 Bumper to Bumper</u> <u>with 60k powertrain.</u>		

The City will sign for delivery but no acceptance until we have had sufficient time to properly inspect the equipment. Please set up an appointment for delivery.

VARIATIONS: If the equipment offered differs from the provisions contained in this specification, such differences must be explained on a separate sheet attached to the bid and labeled as such. All such bids will receive consideration if such deviations do not depart from the intent of the specifications and are in the best interest of the purchaser. It is not our intent to disqualify any quality equipment if your equipment does not meet these qualifications.

Ron Reese
 Authorized Signature
Ron Reese
 Authorized Signature (Print)

5-15-19
 Date

\$26,105 -



Stivers Ford
1450 East Highway 6, Waukee, Iowa, 502638310
Office: 515-987-3697
Fax: 515-987-0163

Customer Proposal

Prepared for:

City of Ottumwa

Prepared by:

Ron Reese
Office: 515-987-3697

Date: 05/15/2019

Vehicle: 2019 Ranger XL
4x4 SuperCab 6' box 126.8" WB





Stivers Ford
 1450 East Highway 6, Waukeg, Iowa, 502638310
 Office: 515-987-3697
 Fax: 515-987-0163

2019 Ranger, SuperCab
 4x4 SuperCab 6' box 126.8" WB XL(R1F)
 Price Level: 980

Selected Options

Description	MSRP
Base Vehicle	
Base Vehicle Price (R1F)	\$28,460.00
Packages	
Equipment Group 100A Base	N/C
<i>Includes:</i> - Engine: 2.3L EcoBoost <i>Includes auto start-stop technology.</i> - Transmission: Electronic 10-Speed SelectShift Auto - TBD Axle Ratio - GVWR: 6,050 lbs - Radio: AM/FM Stereo w/6 Speakers - SYNC <i>Includes enhanced voice recognition communications and entertainment system, 911 Assist, 4.2" LCD display in center stack, AppLink, 1 smart charging USB port, FordPass connect 4G Wi-Fi modem, 4G LTE Wi-Fi hotspot connects up to 10 devices (includes a complimentary trial subscription of 3 months or 3 gigabytes - whichever comes first. Wireless service plan required after trial subscription ends. Visit att.com/ford to start complimentary trial and sign up for a wireless service plan), remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (includes service for 1 year from the vehicle sale date as recorded by the dealer). Note: Ford Telematics and data services prep included for Fleet only: FordPass connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 888-FCS-FORD or 833-327-3673.</i>	
Powertrain	
Engine: 2.3L EcoBoost	Included
<i>Includes auto start-stop technology.</i>	
Transmission: Electronic 10-Speed SelectShift Auto	Included
TBD Axle Ratio	Included
GVWR: 6,050 lbs	Included
Seats & Seat Trim	
Front Vinyl Bucket Seats	N/C
<i>Includes manual 4-way adjustable driver/passenger with manual lumbar, flow-through console and floor shifter.</i>	
2nd Row Seat Delete	-\$240.00
Other Options	
126.8" Wheelbase	STD
Monotone Paint Application	STD
Radio: AM/FM Stereo w/6 Speakers	Included
<i>Includes:</i> - SYNC <i>Includes enhanced voice recognition communications and entertainment system, 911 Assist, 4.2" LCD display in center stack, AppLink, 1 smart charging USB port, FordPass connect 4G Wi-Fi modem, 4G LTE Wi-Fi hotspot connects up to 10 devices (includes a complimentary trial subscription of 3 months or 3 gigabytes - whichever comes first. Wireless service plan required after trial subscription ends. Visit att.com/ford to start complimentary trial and sign up for a wireless service plan), remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (includes service for 1 year from the vehicle sale date as recorded by the dealer). Note: Ford Telematics and data services prep included for Fleet only: FordPass connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 888-FCS-FORD or 833-327-3673.</i> - MyKey	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Stivers Ford
 1450 East Highway 6, Waukee, Iowa, 502638310
 Office: 515-987-3697
 Fax: 515-987-0163

2019 Ranger, SuperCab
 4x4 SuperCab 6' box 126.8" WB XL(R1F)
 Price Level: 860

Selected Options (cont'd)

Description	MSRP
Fleet Options	
XL Power Equipment Group	\$355.00
Requires valid FIN code.	
<i>Includes:</i>	
- Perimeter Alarm	
- Power Glass Sideview Mirrors	
- Remote Key Fob w/Tailgate Lock	
Tires: LT265/65R17 A/T OWL (Fleet)	\$175.00
Requires valid FIN code.	
Wheels: 17" Silver-Painted Aluminum (Fleet)	\$435.00
Requires valid FIN code.	
Emissions	
50-State Emissions System	STD
Interior Colors	
Ebony	N/C
Primary Colors	
Oxford White	N/C
Upfit Options	
Whelen 6 head mini bar on an Acari mount & 2 amber grill LED's and 2 rear amber Leds	\$1,500.00
Soft box cover	\$495.00
SUBTOTAL	\$31,180.00
Destination Charge	\$1,195.00
TOTAL	\$32,375.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Stivers Ford
 1450 East Highway 6, Waukee, Iowa, 502638310
 Office: 515-987-3697
 Fax: 515-987-0163

2019 Ranger, SuperCab
 4x4 SuperCab 6' box 126.8" WB XL(R1F)
 Price Level: 960

Warranty - Standard Equipment & Specs

Warranty

Basic

Distance	36,000 miles	Months	36 months
----------	--------------	--------	-----------

Powertrain

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: City of Ottumwa
 By: Ron Reese Date: 05/15/2019

Chris Reinhard

From: Greg Gioffredi <ggioffredi@charlesgabus.com>
Sent: Thursday, May 16, 2019 1:31 PM
To: reinhardc@ci.ottumwa.ia.us
Subject: Fwd: Scanned Image Charles Gabus
Attachments: image2019-05-16-134414.pdf

2019 MAY 16 PM 1:32
OTTUMWA

----- Original Message -----

Subject: Scanned Image Charles Gabus
Date: 2019-05-16 13:44
From: donotreply@charlesgabus.com
To: ggioffredi@charlesgabus.com

--
Greg Gioffredi - Fleet Sales Manager- Charles Gabus Ford, kia of DesMoines, Toyota of DesMoines 515-270-5573 Cell# 515-250-6888

**CITY OF OTTUMWA
 WATER POLLUTION CONTROL
 SPECIFICATIONS FOR A 4 x 4 SMALL PICKUP TRUCK
 REPLACEMENT FOR 108**

Minimum specifications for the bid of a 4x4 extended cab small to midsize pickup truck. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The city reserves the right to reject any or all bids.

Brand of Equipment FORD

Model Number RANGER 4x4 EXTENDED CAB

Dealer Bidding CHARLES GIABUS FORD


Authorized Dealer for product bid: Yes (No ()). If no, who are you bidding with? _____

	<u>CHECK ONE</u>	
	YES	NO
<u>Engine - Chassis - Drive</u>		
Engine - 4 or 6 cylinder minimum(gas)-----	<input checked="" type="checkbox"/>	()
Automatic transmission/with overdrive-----	<input checked="" type="checkbox"/>	()
2-speed transfer case-----	<input checked="" type="checkbox"/>	()
Automatic locking hubs-----	<input checked="" type="checkbox"/>	()
Four-wheel drive-----	<input checked="" type="checkbox"/>	()
Alternator: 12 volt, 75 amp minimum-----	<input checked="" type="checkbox"/>	()
Power steering-----	<input checked="" type="checkbox"/>	()
Power brakes-----	<input checked="" type="checkbox"/>	()
Shock absorbers, heavy duty-----	<input checked="" type="checkbox"/>	()
18 gallon fuel tank-----	<input checked="" type="checkbox"/>	()
All terrain tires-----	<input checked="" type="checkbox"/>	()
Full size spare tire (mounted under box)-----	<input checked="" type="checkbox"/>	()
Rust proofing (factory)-----	<input checked="" type="checkbox"/>	()
Battery 525CCA (maintenance free/long life type)-----	<input checked="" type="checkbox"/>	()

	YES	NO
Roof mounted light bar, 6 head random pattern (amber)		
Integrated strobes, front and back -----	(✓)	()
Tow hooks-----	(✓)	()
Two (2) power points-----	(✓)	()
TONNEAU Soft COVER-----	(✓)	()
<u>Truck and Body</u>		
Extended cab or Double Cab-----	(✓)	()
Lockable Tailgate-----	(✓)	()
Front Bucket seat, cloth or vinyl-----	(✓)	()
No Rear Seat-----	()	(✓)
Interior color gray/tan/blue-----	(✓)	()
AM/FM radio, factory installed-----	(✓)	()
Dual mirrors heated and power package-electric		
(minimum 5"x 8") -----	(✓)	() NOT HEATED
Power Windows-----	(✓)	()
6' Truck Bed-----	(✓)	()
Air conditioning-----	(✓)	()
Standard front bumper-----	(✓)	()
Step-type rear bumper-----	(✓)	()
Intermittent wipers-----	(✓)	()
Color: White-----	(✓)	()
WARRANTY: (specify) <u>3 YR. 36,000 MILE BUMPER-BUMPER, 5 YR. 60,000</u>		
<u>LIMITED POWERTRAIN, 5 YR. 60,000 ROADSIDE ASSISTANCE</u>		

The City will sign for delivery but no acceptance until we have had sufficient time to properly inspect the equipment. Please set up an appointment for delivery.

VARIATIONS: If the equipment offered differs from the provisions contained in this specification, such differences must be explained on a separate sheet attached to the bid and labeled as such. All such bids will receive consideration if such deviations do not depart from the intent of the specifications and are in the best interest of the purchaser. It is not our intent to disqualify any quality equipment if your equipment does not meet these qualifications.



5-23-19

Authorized Signature

Date

GREG GIOFFREDI - FLEET SALES MANAGER

Authorized Signature (Print)

BID PRICE \$ 26,309

Chris Reinhard

From: Irwin Zuckerman <irwin.zuckerman@bobbrownauto.com>
Sent: Monday, May 20, 2019 11:23 AM 2019 MAY 20 PM 12: 55
To: reinhardc@ci.ottumwa.ia.us
Subject: Fwd: scan
Attachments: Scan18.pdf

CITY OF
OTTUMWA, IA

Chris,

Attached is my bid response for the small pick up truck.

Please confirm you have received this bid by replying to my e mail.

Thank you.

Irwin Zuckerman
Sales and Leasing Professional
Commercial and Fleet Department
Bob Brown Chevrolet
3600 111 Street
Urbandale IA 50322
515-278-7821 direct
515-360-7957 cell
irwin.zuckerman@bobbrownauto.com

----- Forwarded message -----

From: Caitlin Weirich <caitlin.weirich@bobbrownauto.com>
Date: Mon, May 20, 2019 at 11:13 AM
Subject: scan
To: Irwin Zuckerman <irwin.zuckerman@bobbrownauto.com>

--
Caitlin Weirich
Customer Experience Director

Bob Brown Chevrolet
3600 111th Street
Urbandale, IA 50322



515-278-7800 Direct
caitlin.weirich@bobbrownauto.com

<http://www.bobbrownauto.com>

⚠ Before printing this e-mail, please determine if it is truly necessary

--
Irwin Zuckerman
Sales & Leasing Consultant

Bob Brown Chevrolet
3600 111th Street
Urbandale, IA 50322
515-278-7821 Direct
irwin.zuckerman@bobbrownauto.com



<http://www.bobbrownauto.com>

⚠ Before printing this e-mail, please determine if it is truly necessary

This message and its attachments may contain confidential and/or privileged information. If you are not the intended recipient, please notify the sender immediately and destroy all copies of this message and its attachments.

**CITY OF OTTUMWA
WATER POLLUTION CONTROL
SPECIFICATIONS FOR A 4 x 4 SMALL PICKUP TRUCK
REPLACEMENT FOR 108**

Minimum specifications for the bid of a 4x4 extended cab small to midsize pickup truck. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The city reserves the right to reject any or all bids.

Brand of Equipment Chevrolet

Model Number 12M53

Dealer Bidding Bob Brown Chevrolet

Authorized Dealer for product bid: Yes () No (). If no, who are you bidding with? _____

This vehicle is in stock \$27,799.00

	<u>CHECK ONE</u>	
	YES	NO
<u>Engine - Chassis - Drive</u>		
Engine - 4 or 6 cylinder minimum(gas)-----	(<input checked="" type="checkbox"/>)	()
Automatic transmission/with overdrive-----	(<input checked="" type="checkbox"/>)	()
2-speed transfer case-----	(<input checked="" type="checkbox"/>)	()
Automatic locking hubs-----	()	(<input checked="" type="checkbox"/>)
Four-wheel drive-----	(<input checked="" type="checkbox"/>)	()
Alternator: 12 volt, 75 amp minimum-----	(<input checked="" type="checkbox"/>)	()
Power steering-----	(<input checked="" type="checkbox"/>)	()
Power brakes-----	(<input checked="" type="checkbox"/>)	()
Shock absorbers, heavy duty-----	(<input checked="" type="checkbox"/>)	()
18 gallon fuel tank-----	(<input checked="" type="checkbox"/>)	()
All terrain tires-----	()	(<input checked="" type="checkbox"/>)
Full size spare tire (mounted under box)-----	()	(<input checked="" type="checkbox"/>)
Rust proofing (factory)-----	(<input checked="" type="checkbox"/>)	()
Battery 525CCA (maintenance free/long life type)-----	(<input checked="" type="checkbox"/>)	()

	YES	NO
Roof mounted light bar, 6 head random pattern (amber)		
Integrated strobes, front and back -----	(✓)	()
Tow hooks-----	(✓)	()
Two (2) power points-----	(✓)	()
TONNEAU Soft COVER-----	(✓)	()
<u>Truck and Body</u>		
Extended cab or Double Cab-----	(✓)	()
Lockable Tailgate-----	(✓)	()
Front Bucket seat, cloth or vinyl-----	(✓)	()
No Rear Seat-----	(✓)	()
Interior color gray/tan/blue-----	(✓)	()
AM/FM radio, factory installed-----	(✓)	()
Dual mirrors heated and power package-electric (minimum 5"x 8") <u>power yes heated no</u> -----	(✓)	(✓)
Power Windows-----	(✓)	()
6' Truck Bed-----	(✓)	()
Air conditioning-----	(✓)	()
Standard front bumper-----	(✓)	()
Step-type rear bumper-----	(✓)	()
Intermittent wipers-----	(✓)	()
Color: White-----	(✓)	()
WARRANTY: (specify) <u>3 year or 36,000 miles ; 5 year or 100,000</u> <u>mile protection + roadside assistance</u>		

The City will sign for delivery but no acceptance until we have had sufficient time to properly inspect the equipment. Please set up an appointment for delivery.

VARIATIONS: If the equipment offered differs from the provisions contained in this specification, such differences must be explained on a separate sheet attached to the bid and labeled as such. All such bids will receive consideration if such deviations do not depart from the intent of the specifications and are in the best interest of the purchaser. It is not our intent to disqualify any quality equipment if your equipment does not meet these qualifications.

[Signature]
 Authorized Signature
Travis Zuckerman Commercial + Fleet Sales
 Authorized Signature (Print)

5/20/19
 Date

Irwin Zuckerman [Update My Profile](#)
[Logout](#)
 May 20 2019

Global Warranty Management: Main > Interface With Customer > View Vehicle Build

INTERFACE WITH CUSTOMER

View Vehicle Build

This screen allows IVH users to view the initial build information on the selected VIN including option codes with descriptions (where available)

Vehicle Information

VIN: 1GCHTBEA9K1254231 Model: 12M53-2019 COLORADO WT EXT CAB
 Service Contract: No Branded Title: No Warranty Block: No PDI Status: Yes
 Order Type: 70 - RETAIL - STOCK
 Field Actions: [Open](#)

Vehicle Build

Model: 12M53-2019 COLORADO WT EXT CAB Order Number: WRJM8T
 Gross Vehicle Weight: 2,542 Build Date: 03/01/2019
 Build Plant: 1

For this vehicle:

- > [View Vehicle Summary](#)
 - > Service
 - > Contract
 - > Branded Title
 - > Warranty Block
- > [View Vehicle Build](#)
 - > [View Vehicle Component Summary](#)
 - > [View Vehicle Transaction History Detail](#)
 - > [View Vehicle Delivery Information](#)
 - > [Investigate Major Assembly History](#)

Option Codes

*IVH is not the definitive source of GM Vehicle RPO information and is intended for service reference only. Should there be any questions about the vehicle's original build or RPO information please refer to the original vehicle invoice or window sticker.

- | | |
|---|---|
| 0ST - VAA/COMPONENT | 1SZ - OPTION PACKAGE DISCOUNT |
| 2ST - COMPONENT | 3ST - COMPONENT |
| 4D7 - INTERIOR TRIM | 4ST - COMPONENT |
| 4WT - 4WT PACKAGE | 5ST - COMPONENT |
| 6EA - FRONT SPRING | 7EA - FRONT SPRING |
| 8X2 - PARTITION W/CENTER DOOR | 9H3 - FUEL TANK 76L, 20 GAL |
| 5X2 - COMPONENT RR RH NON-COMPUTER SEL SUSP | AH6 - SEAT ADJUST, DRIVER 4-WAY PWR |
| AKJ - GLASS, WINDSHIELD SHADE BAND | AR7 - SEATS, FRONT BUCKET |
| ATG - REMOTE KEYLESS ENTRY | AT7 - REAR SEAT DELETE |
| AXG - POWER WINDOW W/ EXPRESS DRIVER UP/DOWN | AXK - VEHICLE TYPE TRUCK |
| AY0 - AIRBAGS: DRIVER & RT. FRONT PASS - FRONT/SIDE-IMPACT, OUTBOARD FRT & REAR SEAT -SIDE HEAD CURTAIN | B3c - FULL VINYL FLOOR COVERING (REPLACES COLOR KEY CARPETING) |
| BAE - THEFT-DETERRENT SYSTEM, IMMOBILIZATION | BW6 - MOLDINGS, BLACK BELTLINE |
| BW7 - ORNAMENTATION | BWV - CORNERSTEP, REAR BUMPER |
| BYH - FOOT REST DRIVER | C5G - GVW RATING 5,600 LBS |
| C67 - AIR CONDITIONING | D07 - CENTER CONSOLE, FLOOR |
| D31 - MIRROR, MANUAL INSIDE RR VIEW | D72 - DOOR HANDLES, BLACK |
| D67 - TAILGATE HANDLE, BLACK | DB1 - MIRRORS, OUTSIDE WITH MANUAL FOLDING |
| DLU - VISORS, DRIVER & FRONT PASS. W/ PASSENGER VANITY MIRROR | E40 - HANDLES, DOOR RELEASE, FRONT AND REAR, BLACK |
| E63 - PICK UP BOX | EF7 - COUNTRY CODE, U.S.A. |
| EN5 - TAILGATE, LOCKING | FE9 - 50-STATE EMISSIONS |
| FF0 - SUSPENSION SYSTEM | FJW - VEHICLE FUEL GASOLINE |
| FX3 - STABILITRAK-STABILITY CONTROL SYSTEM W/ TRACTION CONTROL | GA2 - SUMMIT WHITE |
| GT5 - REAR AXLE, 4.10 RATIO | H20 - JET BLACK / DARK ASH |
| I19 - ENGINEERING YEAR 2019 | I0R - * CHEVROLET INFOTAINMENT 3 7" DIAG COLOR TOUCH-SCREEN ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING VOICE COMMAND PASSTHROUGH TO PHONE, ANDROID AUTO & |

JL9 - BRAKES, 4-WHEEL ANTILOCK, 4 WHEEL DISC W/ DURALIFE ROTORS	APPLE CARPLAY
KG4 - GENERATOR 150 AMP	K34 - CRUISE CONTROL
LHD - VEHICLE DRIVE LETHAND DRIVE	LCV - ENGINE, 2.5L I4, DI, DOHC, VVT
MM1 - TRANSMISSION, AUTOMATIC	MAH - MARKETING AREA NORTH AMERICA
N30 - STEERING WHEEL URETHANE	MYB - TRANSMISSION, 6-SPD AUTOMATIC
NE8 - EVAPORATIVE SYSTEM	N33 - STEERING COLUMN, TILT
NTB - EMISSION SYSTEM FEDERAL	NQ7 - TRANS CASE, ELECTRIC, 2-SPD
PCN - WT CONVENIENCE PACKAGE INCL: REMOTE KEYLESS ENTRY * CRUISE CONTROL * EZ LIFT AND LOWER TAILGATE * THEFT DETERRENT SYSTEM	NW9 - TRACTION CONTROL SYSTEM
QDC - TIRE, COMPACT SPARE	P1A - EZ LIFT AND LOWER TAILGATE
R2N - VOMS PROCESSING OPTION	QJ1 - TIRES, ALL-SEASON, BLACKWALL
ROO - BARS VOMS BAILMENT - VEH LAUNCH	R3U - GM ACCESS IDENTIFIER
RTX - WHEEL, COMPACT SPARE	RS2 - WHEELS, 16" ULTRA SILVER METALLIC STEEL
T4A - HEADLAMPS, HALOGEN	SLM - STOCK ORDERS
TCK - DEFLECTOR RR TIRE	TCA - LIGHTING, INTERIOR, DOME
U73 - FIXED MAST ANTENNA	TDM - TEEN DRIVER
UF2 - LIGHTING, CARGO BOX	UDC - DRIVER INFORMATION CENTER
UQ3 - AUDIO SYSTEM	UMN - SPEEDOMETER
UTJ - THEFT DETERRENT SYSTEM	US1 - 2 USB DATA PORTS
V8D - VEHICLE STATEMENT	UVC - REAR VISION CAMERA
VJQ - RECOVERY HOOKS, FRONT	VJH - REAR BUMPER, CHROME
VRG - REL COCKPIT	VK3 - FRONT LICENSE PLATE BRACKET
VRK - VAA/COMPONENT REL ROOF TRIM	VKH - VAA/COMPONENT REL STEERING COLUMN
VRM - FRONT VERTICAL SUSPENSION	VR1 - FRONT HORIZONTAL SUSPENSION
VRR - REL TIRES & WHEELS	VRN - REAR SUSPENSION
WEN - PLANT CODE-WENTZVILLE,MO	V17 - OWNERS MANUAL ENGLISH LANGUAGE
X88 - MARKET BRAND CHEVROLET	WMK - VIN MODEL YEAR 2019
ZY1 - COLOR COMBINATION SOLID	Z35 - BASE SUSPENSION

Added Option Codes

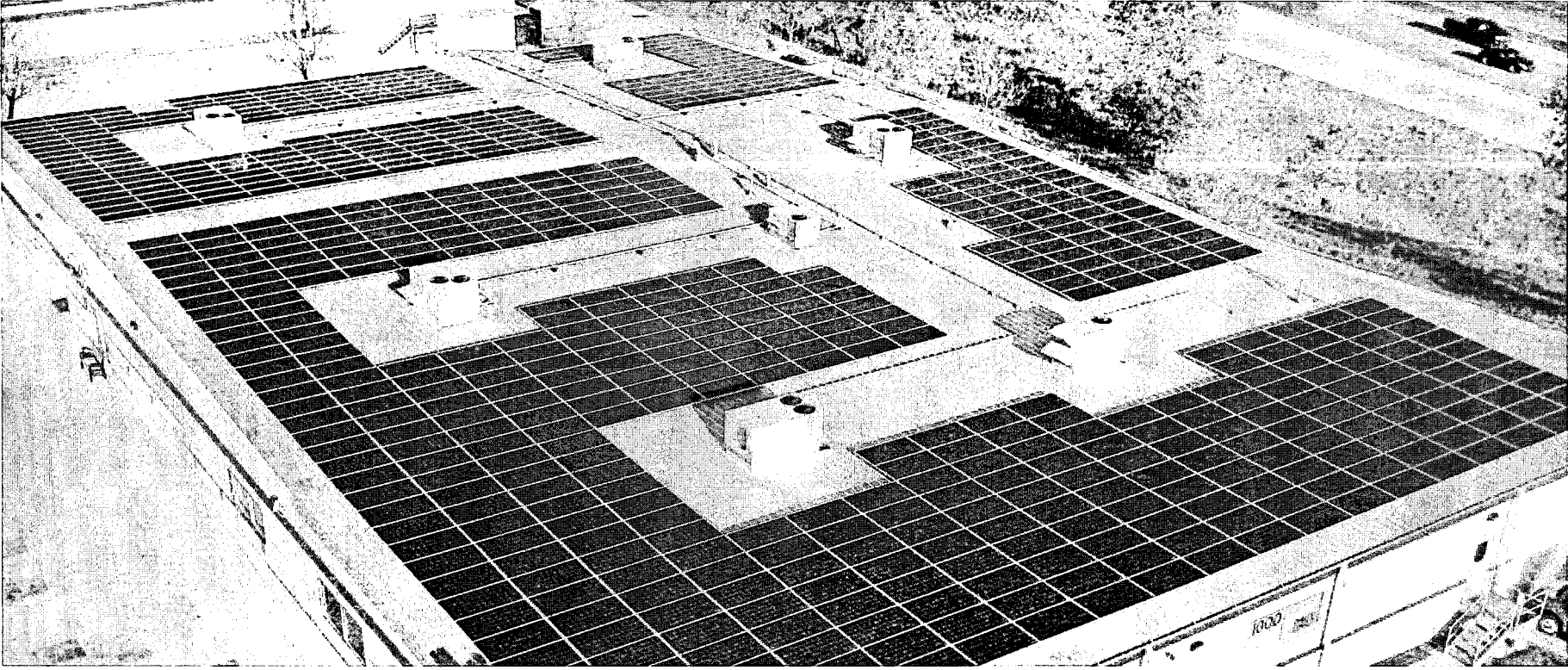
Vehicle has no current record of SAIO codes.

Global Warranty Management: Site Map

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SOLAR FEASIBILITY CONTRACT



Prepared For:
Andy Morris

Site Address:
102 Church St
Ottumwa, IA 52501

Proposal Issued:
April 29, 2019

111 kW Solar and 222kW/444kWh Battery

Roof Mount



City of Ottumwa - Bridge View Center Solar Feasibility Contract

Prepared by Ideal Energy, Inc. for Andy Morris

Summary

Customer	Site Address	Mailing Address	Company Contact
Andy Morris	102 Church St	102 Church St	Michael Halley
City of Ottumwa - Bridge View Center	Ottumwa, IA 52501	Ottumwa, IA 52501	Ideal Energy Inc. 602 N 6th St Fairfield, IA 52556

Cost Breakdown		
Project Contract Cost	\$5.09/W DC	\$ 565,398
Federal Tax Credit		\$ -
State Tax Credit		\$ -
Tax Impact of Credits		\$ -
Net Cost for Year of Installation	\$5.09/W DC	\$ 565,398
First Year Bonus Depreciation Impact**		\$ -
Remaining Depreciation Impact, All Years**		\$ -
Net Cost for All Years**	\$5.09/W DC	\$ 565,398

*PV Panels may be subject to change based on availability

**Based off 2018 Tax Policy, consult your tax professional

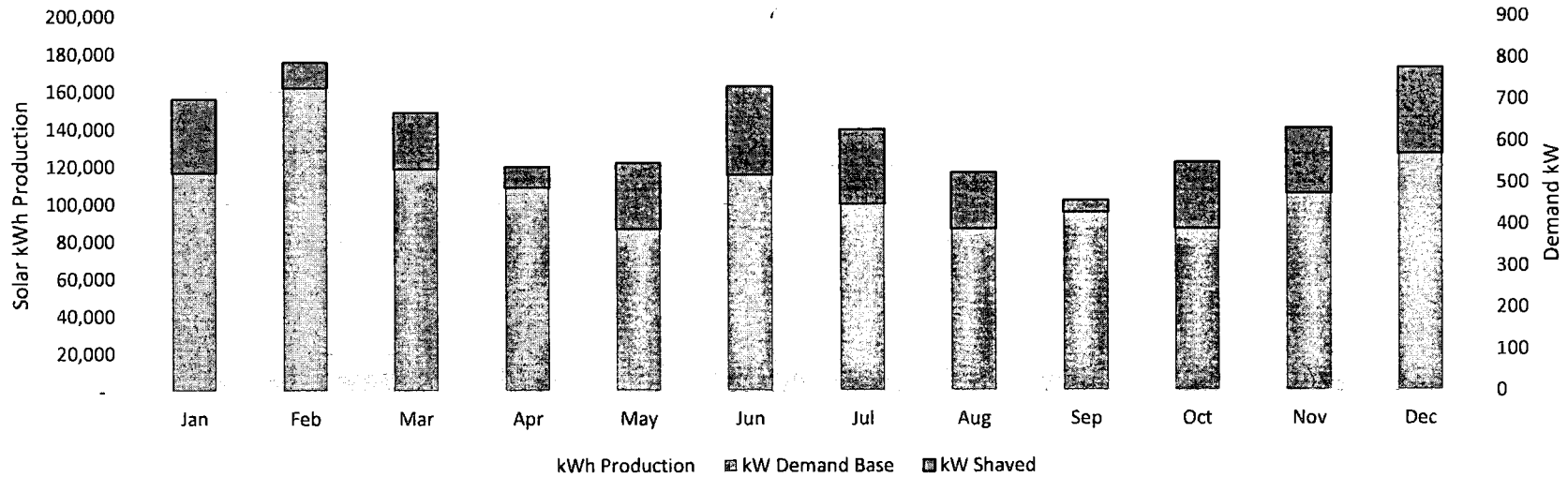
25 Year Financial Analysis	
Utility Savings Over Initial Term	\$ 413,296
Payback Period	17 Years
Total Return	173%
Internal Rate of Return	4.43%

System Description	
Total System Size	111 kW DC Power, Standard Testing Conditions
Estimated Annual Production	124112 kWh Estimated for First Year of Production
PV Panel Description	Qty. 300 - Tier 1 Module 370 Watt Class*
Inverter Description	Qty. 300 - Enphase -IQ7PLUS-72-2-US
Battery Description	Tesla 222kW/444kWh



Energy Analysis

Your historical energy usage was used to size your solar PV system. Based on the suggested system size, the expected electricity bill savings (included sales taxes) over a 25 year period has been provided. In addition, the first-year electricity bill savings has been provided based on the projected monthly solar system output (PV production).



Electrical Usage Provided by Solar:

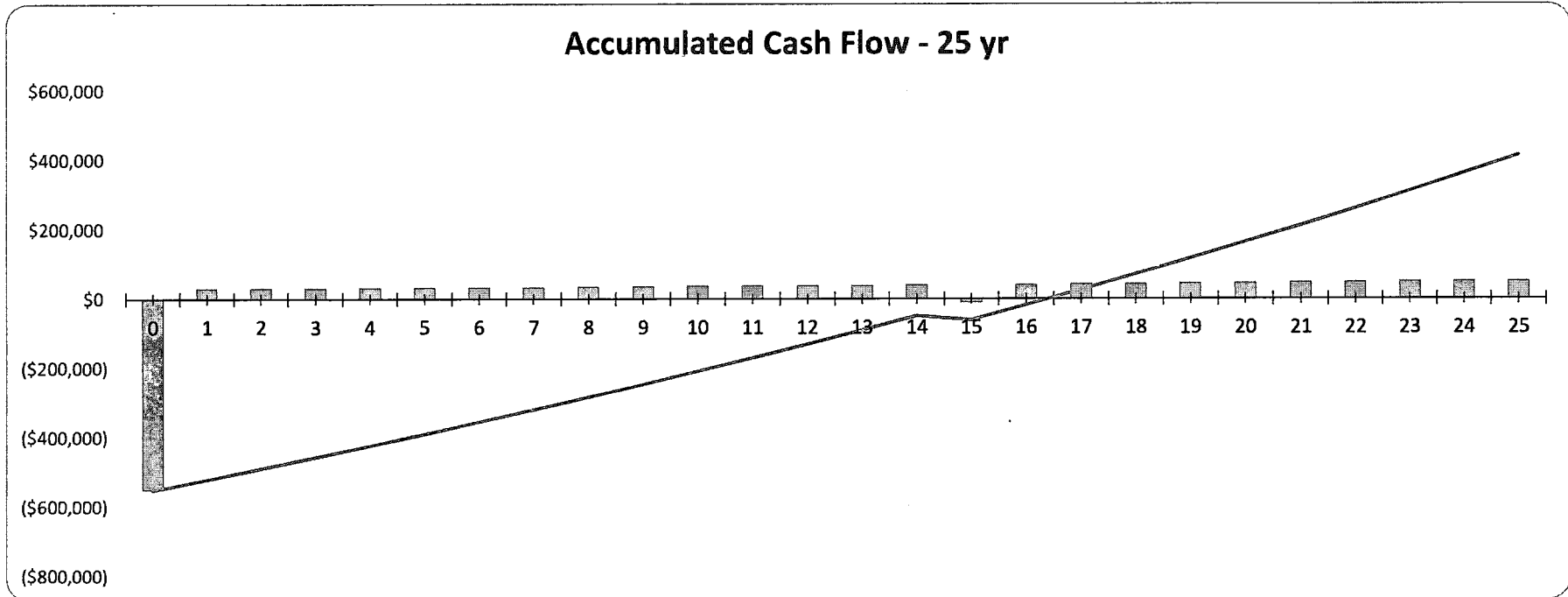
16%

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Average/Total
kW Demand Base	525	730	535	490	390	520	450	390	430	390	475	570	5895 kW
kW Shaved	178	60	136	49	159	213	178	135	28	159	156	206	1657 kW
kW Charge	\$ 13.35	\$ (1.94)	\$ 12.13	\$ 1.01	\$ 14.07	\$ 4.06	\$ 28.20	\$ 22.28	\$ 200.82	\$ 18.16	\$ 13.37	\$ 13.79	\$ 17.20
kW Savings	\$ 2,371	\$ (117)	\$ 1,645	\$ 49	\$ 2,243	\$ 862	\$ 5,027	\$ 3,001	\$ 5,587	\$ 2,892	\$ 2,091	\$ 2,845	\$ 28,496
kWh Base	114,000	89,000	60,000	63,000	59,000	76,000	75,000	65,000	66,000	51,000	48,000	73,000	839,000 16%
kWh Production	5,641	7,518	10,876	13,337	15,736	16,602	17,248	14,649	11,854	9,344	5,854	4,795	133,454 kWh
kWh Charge	\$ 0.110	\$ 0.051	\$ 0.050	\$ 0.049	\$ 0.043	\$ 0.005	\$ 0.055	\$ 0.057	\$ 0.101	\$ 0.043	\$ 0.044	\$ 0.047	\$ 0.051
kWh Savings	\$ 620	\$ 385	\$ 542	\$ 655	\$ 674	\$ 87	\$ 955	\$ 835	\$ 1,202	\$ 400	\$ 256	\$ 225	\$ 6,836
Utility Bill	\$ 13,598	\$ 16,024	\$ 11,728	\$ 11,102	\$ 8,923	\$ 12,345	\$ 16,588	\$ 13,709	\$ 16,407	\$ 9,274	\$ 9,830	\$ 12,256	\$ 151,783
System Savings	\$ 2,990	\$ 268	\$ 2,187	\$ 704	\$ 2,917	\$ 950	\$ 5,982	\$ 3,837	\$ 6,789	\$ 3,292	\$ 2,347	\$ 3,070	\$ 35,332
New Bill	\$ 10,608	\$ 15,755	\$ 9,541	\$ 10,398	\$ 6,006	\$ 11,395	\$ 10,607	\$ 9,872	\$ 9,618	\$ 5,982	\$ 7,483	\$ 9,186	\$ 116,451



Financial Analysis

The following chart summarizes the cash flow you can expect from the system quoted. Key financial metrics are also provided.



Financial Summary	
Utility Savings Over Initial Term	\$ 413,296
Payback Period	17 Years
Project Contract Cost	\$ 565,398
Internal Rate of Return	4.43%
Total Return	173%
Estimated Average Annual Savings	\$ 41,544
Estimated Annual Savings - Year One	\$ 31,023
Estimated Annual Savings - Year Twenty Five	\$ 52,064



Cash Flow by Year

The following table of estimated cash flows include any tax effects, rate and cost inflation and other time-related cash flow factors. Refer to the Disclaimer & Assumptions, appended below, for further clarification.

Year:	0	1	2	3	4	5	6	7	8	9	10
Project Cost	\$ (565,398)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Tax Credit	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Iowa Tax Credit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increase in Tax Due to Tax Credits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Utility Savings	\$ 9,814	\$ 27,193	\$ 27,886	\$ 28,592	\$ 29,313	\$ 30,048	\$ 30,797	\$ 31,561	\$ 32,341	\$ 33,136	\$ 33,947
Operations & Maintenance	\$ 3,830	\$ 3,830	\$ 3,830	\$ 3,830	\$ 3,830	\$ 3,830	\$ 3,830	\$ 3,830	\$ 3,830	\$ 3,830	\$ 3,830
Depreciation Impact	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Cash Flow	\$ (551,753)	\$ 31,023	\$ 31,716	\$ 32,422	\$ 33,143	\$ 33,878	\$ 34,627	\$ 35,391	\$ 36,171	\$ 36,966	\$ 37,777
Cumulative Cash Flow	\$ (551,753)	\$ (520,730)	\$ (489,014)	\$ (456,592)	\$ (423,449)	\$ (389,572)	\$ (354,945)	\$ (319,553)	\$ (283,382)	\$ (246,416)	\$ (208,639)

Year:	11	12	13	14	15	16	17	18	19	20	21
Estimated Utility Savings	\$ 42,434	\$ 43,277	\$ 44,137	\$ 45,014	\$ 45,909	\$ 46,822	\$ 47,752	\$ 48,701	\$ 49,669	\$ 50,656	\$ 51,663
Operations & Maintenance	\$ (3,830)	\$ (3,830)	\$ (3,830)	\$ (3,830)	\$ (57,606)	\$ (3,830)	\$ (3,830)	\$ (3,830)	\$ (3,830)	\$ (3,830)	\$ (3,830)
Annual Cash Flow	\$ 38,604	\$ 39,447	\$ 40,307	\$ 41,184	\$ (11,697)	\$ 42,992	\$ 43,922	\$ 44,871	\$ 45,839	\$ 46,826	\$ 47,833
Cumulative Cash Flow	\$ (170,036)	\$ (130,589)	\$ (90,281)	\$ (49,097)	\$ (60,794)	\$ (17,802)	\$ 26,120	\$ 70,991	\$ 116,830	\$ 163,656	\$ 211,490

Year:	22	23	24	25
Estimated Utility Savings	\$ 45,030	\$ 46,077	\$ 47,145	\$ 48,234
Operations & Maintenance	\$ 3,830	\$ 3,830	\$ 3,830	\$ 3,830
Annual Cash Flow	\$ 48,860	\$ 49,907	\$ 50,975	\$ 52,064
Cumulative Cash Flow	\$ 260,350	\$ 310,257	\$ 361,232	\$ 413,296

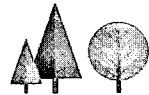
Environmental Impact Analysis

Your solar system will generate significant environmental benefits. These come primarily from avoided power plant emissions. Below is a summary of environmental benefits your solar system will provide.

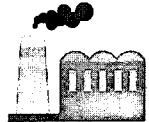
Your New, Lower Carbon Footprint

Your solar system will reduce Green House Gas emission by 2016 metric tons of CO₂ over 25 years

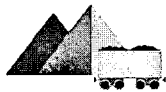
2016 metric tons of CO₂ is equivalent to:



51,692 Trees Planted and Grown for 10 years



4,688 Barrels of Oil Consumed



2,165,414 Pounds of Coal Burned



4,800,000 Miles Driven in a Passenger Car



277 Homes' Energy Use for One Year

Engineering Study Agreement

This agreement is only for compensating Ideal Energy to conduct a comprehensive engineering study and deliver a fixed installation price on a solar project proposal. From this analysis, Ideal Energy will be able to assess the cost for an installation (including labor and materials), and allow Ideal Energy to offer a price guarantee based on the parameters provided, for construction with confidence.

WORK TO BE DELIVERED:

- (1) Electrical inspection by a NABCEP Certified Master Electrician
- (1) Comprehensive structural and site analysis
- (1) Formal 3D rendering of proposal array with shade report
- (1) 15 page financial analysis with installation price

Projected System Size: 111 kW

Engineering Study Fee*: \$3000

*see Terms and Conditions

Ideal Energy, Inc.
602 N 6th St
Fairfield, IA 52556
(800) 634-4454

Ideal Energy Consultant
Michael Halley
michael@idealeenergyinc.com

Client

Client Contact Info
morrisa@ci.ottumwa.ia.us
641-683-0600

Legal Business Entity Name
Andy Morris
Installation Address
102 Church St
Ottumwa, IA 52501

Mailing/Billing Address
102 Church St
Ottumwa, IA 52501

- Ensures install accuracy & precision
- Price guarantee for installation
- Reserves place on install calendar



Client Signature

Date

Ideal Energy Representative

Date

Name Signer

Title

Name Signer

Title



Terms and Conditions

All work shall be completed in a workman-like manner and in compliance with all safety codes and other applicable laws.

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

Contractor warrants it is adequately insured for injuries to its employees and others incurring loss or injury as a result of the acts of the Contractor or its employees or subcontractors.

All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association. However, this provision shall not prevent the parties from agreeing to pursue mediation in an attempt to resolve the dispute.

Upon completion of the engineering study and delivery of the final proposal to the Customer, the quoted install price and reservation on the install calendar for the proposed project is valid for 30 days from the date of delivery of the final proposal to Customer. Client understands that any calculations that are provided by Ideal in its reports, include estimates (including those of federal income tax rates, and future years' energy cost). As a result, any rate of return and payback is estimated and not guaranteed.

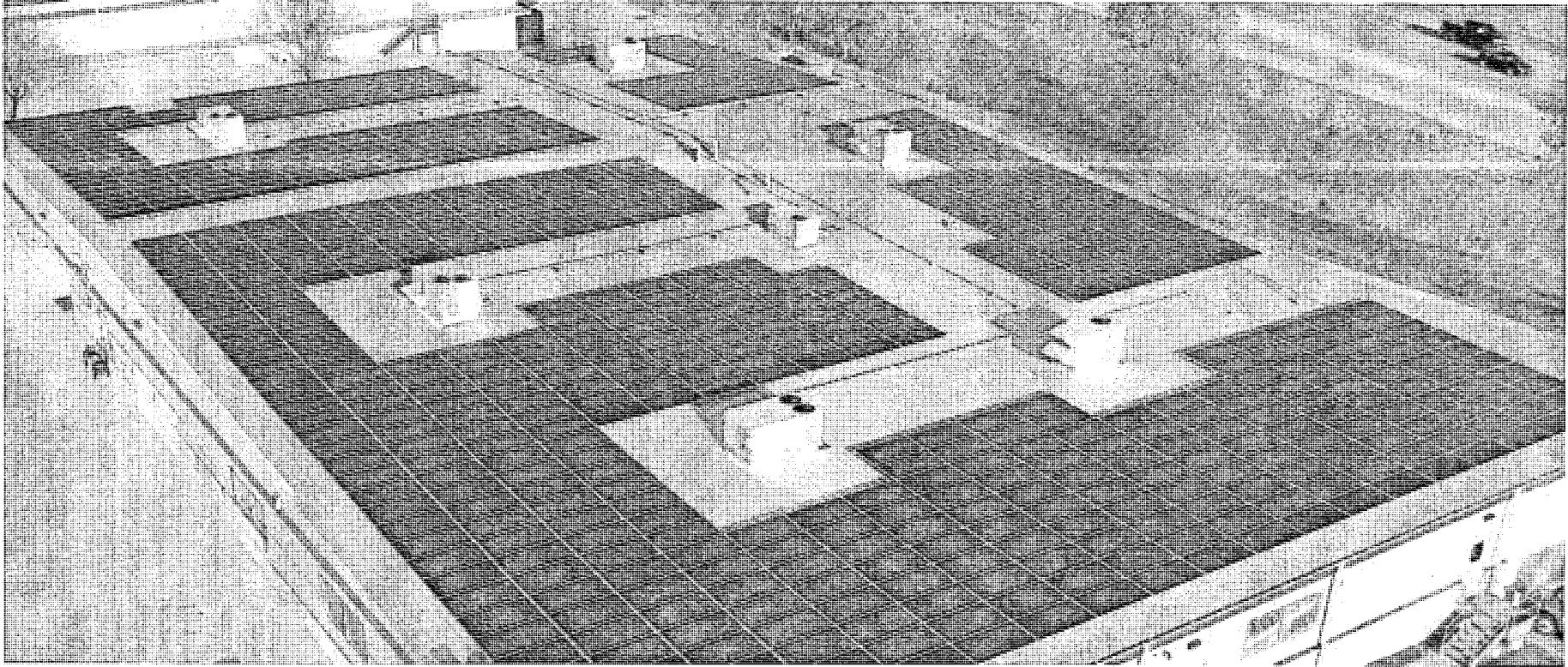
The engineering study shall be started after Client has paid the fee for the study. If, after the engineering study, Client chooses to move forward with the installation, Ideal Energy will apply 50% of the fee paid by Client for this study to the final contract.

This document provides for the full understanding between the parties, including any oral communications that may have been made in the past. Any changes to this Agreement shall only be valid, if they have been reduced and agreed to, in writing by both Parties. These Terms and Conditions, including any Agreement to which it is attached, shall be governed by the laws of the State of Iowa.

Engineering Information Checklist

- Legal name of entity or person taking tax credits
- Explanation of interconnection timeline:
 - 7 to 10 business days (Level 1/Level 2) for Admin Review
 - 15 to 20 (Level 1/Level2) business days for Technical Review
 - 3 business days to review COC and Final Inspections
 - 15 business days DG Engineer Review
 - 10 business days for meter tech/bi-directional meter installation
 - 5 business days for PTO to be issued
- Cash out date decision (circle one) *Alliant and MidAmerican only*
December
April (this is more beneficial to the client)
- Net-Metering donation amounts (circle one)
50% (this is more beneficial to the client)
75%
100%
- Explanation of other services Ideal can provide to maximize energy savings and efficiency
 - Sense home monitoring or CT scanner installation
 - LED retrofitting with incentives
 - Electrical contracting (commercial/residential)
 - Electric car charging station installations

SOLAR FEASIBILITY CONTRACT



Prepared For:
Andy Morris

Site Address:
102 Church St
Ottumwa, IA 52501

Proposal Issued:
April 29, 2019

222kW/444kWh Battery



City of Ottumwa - Bridge View Center Solar Feasibility Contract

Prepared by Ideal Energy, Inc. for Andy Morris

Summary

Customer	Site Address	Mailing Address	Company Contact
Andy Morris	102 Church St	102 Church St	Michael Halley
City of Ottumwa - Bridge View Center	Ottumwa, IA 52501	Ottumwa, IA 52501	Ideal Energy Inc. 602 N 6th St Fairfield, IA 52556

Cost Breakdown			
Project Contract Cost	#DIV/0!	\$	370,133
Federal Tax Credit		\$	-
State Tax Credit		\$	-
Tax Impact of Credits		\$	-
Net Cost for Year of Installation	#DIV/0!	\$	370,133
First Year Bonus Depreciation Impact**		\$	-
Remaining Depreciation Impact, All Years**		\$	-
Net Cost for All Years**	#DIV/0!	\$	370,133

*PV Panels may be subject to change based on availability

**Based off 2018 Tax Policy, consult your tax professional

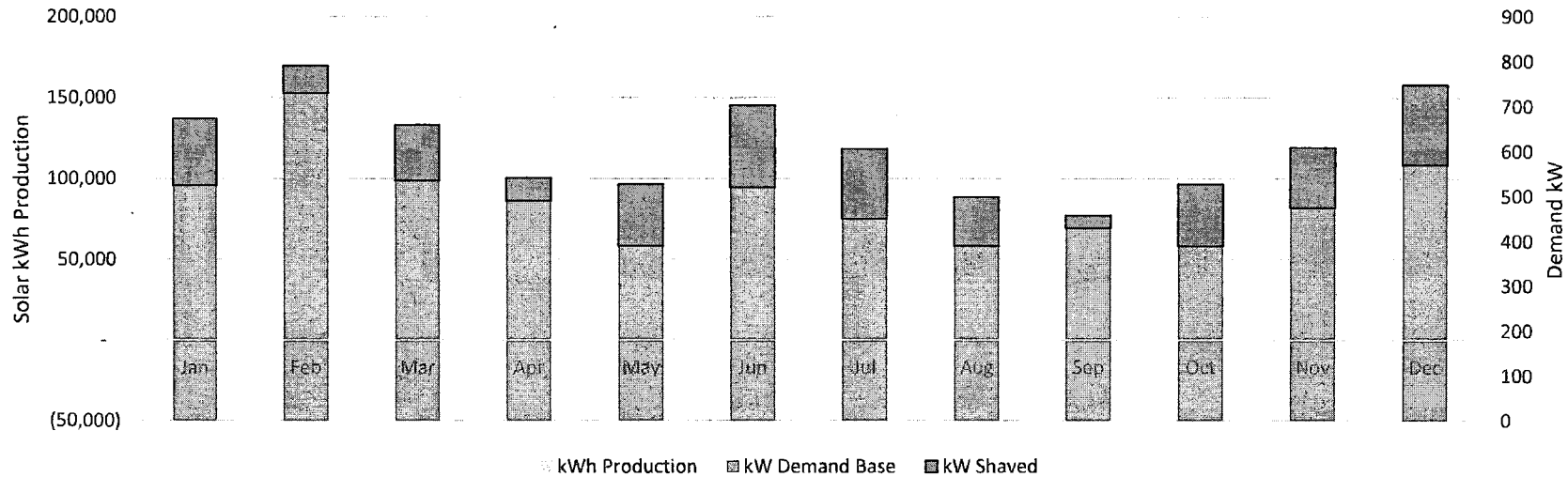
25 Year Financial Analysis	
Utility Savings Over Initial Term	\$ 376,310
Payback Period	13.4 Years
Total Return	202%
Internal Rate of Return	6.00%

System Description	
Total System Size	0 kW DC Power, Standard Testing Conditions
Estimated Annual Production	0 kWh Estimated for First Year of Production
PV Panel Description	Qty. - Tier 1 Module 370 Watt Class*
Inverter Description	Qty. - Enphase -IQ7PLUS-72-2-US
Batery Description	222/444 Tesla Powerpack



Energy Analysis

Your historical energy usage was used to size your solar PV system. Based on the suggested system size, the expected electricity bill savings (included sales taxes) over a 25 year period has been provided. In addition, the first-year electricity bill savings has been provided based on the projected monthly solar system output (PV production).



Electrical Usage Provided by Solar:

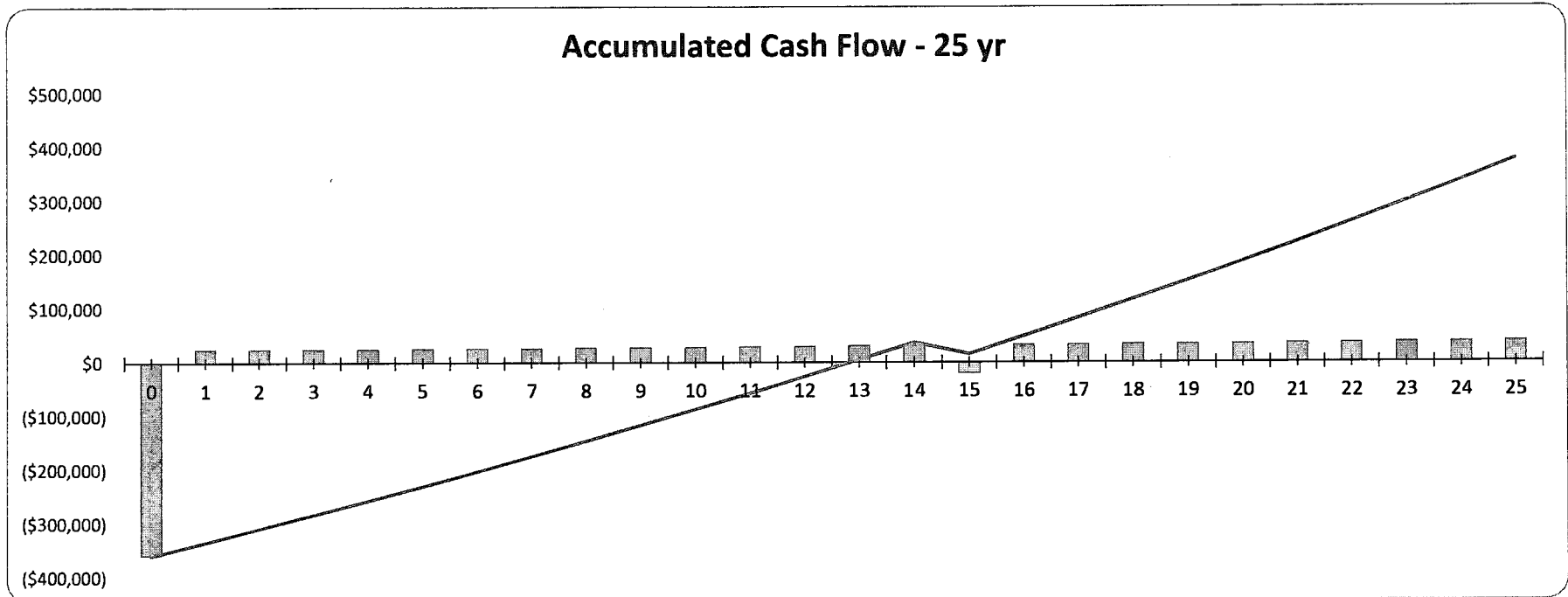
0%

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Average/Total
kW Demand Base	525	730	535	490	390	520	450	390	430	390	475	570	5895 kW
kW Shaved	148	60	124	51	137	183	156	109	28	137	134	178	1445 kW
kW Charge	\$ 16.65	\$ 16.65	\$ 16.65	\$ 16.62	\$ 16.62	\$ 0.30	\$ 28.61	\$ 26.49	\$ 183.66	\$ 18.36	\$ 16.63	\$ 16.71	\$ 19.99
kW Savings	\$ 2,466	\$ 1,006	\$ 2,062	\$ 847	\$ 2,280	\$ 56	\$ 4,459	\$ 2,874	\$ 5,109	\$ 2,519	\$ 2,230	\$ 2,975	\$ 28,883
kWh Base	114,000	89,000	60,000	63,000	59,000	76,000	75,000	65,000	66,000	51,000	48,000	73,000	839,000 0%
kWh Production	(360)	(131)	(48)	(68)	(282)	(272)	(280)	(90)	(85)	(3)	(200)	(302)	(2,121) kWh
kWh Charge	\$ (0.839)	\$ 0.044	\$ 0.047	\$ 0.047	\$ 0.041	\$ 2.981	\$ 0.051	\$ 0.053	\$ (8.102)	\$ 0.040	\$ 0.039	\$ 0.037	\$ (0.056)
kWh Savings	\$ 302	\$ (6)	\$ (2)	\$ (3)	\$ (12)	\$ (811)	\$ (14)	\$ (5)	\$ 689	\$ (0)	\$ (8)	\$ (11)	\$ 119
Utility Bill	\$ 13,598	\$ 16,024	\$ 11,728	\$ 11,102	\$ 8,923	\$ 12,345	\$ 16,588	\$ 13,709	\$ 16,407	\$ 9,274	\$ 9,830	\$ 12,256	\$ 151,783
System Savings	\$ 2,768	\$ 1,000	\$ 2,060	\$ 844	\$ 2,268	\$ (755)	\$ 4,444	\$ 2,870	\$ 5,798	\$ 2,519	\$ 2,223	\$ 2,964	\$ 29,002
New Bill	\$ 10,830	\$ 15,023	\$ 9,668	\$ 10,258	\$ 6,655	\$ 13,100	\$ 12,144	\$ 10,839	\$ 10,609	\$ 6,755	\$ 7,607	\$ 9,293	\$ 122,781



Financial Analysis

The following chart summarizes the cash flow you can expect from the system quoted. Key financial metrics are also provided.



Financial Summary	
Utility Savings Over Initial Term	\$ 376,310
Payback Period	13.4 Years
Project Contract Cost	\$ 370,133
Internal Rate of Return	6.00%
Total Return	202%
Estimated Average Annual Savings	\$ 32,089
Estimated Annual Savings - Year One	\$ 24,957
Estimated Annual Savings - Year Twenty Five	\$ 39,220



Cash Flow by Year

The following table of estimated cash flows include any tax effects, rate and cost inflation and other time-related cash flow factors. Refer to the Disclaimer & Assumptions, appended below, for further clarification.

Year:	0	1	2	3	4	5	6	7	8	9	10
Project Cost	\$ (370,133)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Tax Credit	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Iowa Tax Credit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increase in Tax Due to Tax Credits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Utility Savings	\$ 14,481	\$ 28,883	\$ 29,457	\$ 30,043	\$ 30,640	\$ 31,249	\$ 31,870	\$ 32,503	\$ 33,149	\$ 33,808	\$ 34,480
Operations & Maintenance	\$ 3,830	\$ 3,926	\$ 4,024	\$ 4,124	\$ 4,228	\$ 4,333	\$ 4,442	\$ 4,553	\$ 4,666	\$ 4,783	\$ 4,903
Depreciation Impact	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Cash Flow	\$ (359,482)	\$ 24,957	\$ 25,433	\$ 25,918	\$ 26,412	\$ 26,916	\$ 27,428	\$ 27,951	\$ 28,483	\$ 29,025	\$ 29,577
Cumulative Cash Flow	\$ (359,482)	\$ (334,524)	\$ (309,091)	\$ (283,173)	\$ (256,761)	\$ (229,845)	\$ (202,417)	\$ (174,466)	\$ (145,983)	\$ (116,959)	\$ (87,381)

Year:	11	12	13	14	15	16	17	18	19	20	21
Estimated Utility Savings	\$ 35,165	\$ 35,864	\$ 36,577	\$ 37,304	\$ 38,045	\$ 38,802	\$ 39,573	\$ 40,359	\$ 41,161	\$ 41,980	\$ 42,814
Operations & Maintenance	\$ (5,025)	\$ (5,151)	\$ (5,280)	\$ (5,412)	\$ (5,549)	\$ (5,686)	\$ (5,828)	\$ (5,973)	\$ (6,123)	\$ (6,276)	\$ (6,433)
Annual Cash Flow	\$ 30,140	\$ 30,713	\$ 31,297	\$ 31,892	\$ (21,278)	\$ 33,116	\$ 33,745	\$ 34,386	\$ 35,039	\$ 35,704	\$ 36,381
Cumulative Cash Flow	\$ (57,241)	\$ (26,528)	\$ 4,770	\$ 36,662	\$ 15,384	\$ 48,500	\$ 82,245	\$ 116,631	\$ 151,670	\$ 187,373	\$ 223,754

Year:	22	23	24	25
Estimated Utility Savings	\$ 30,478	\$ 31,016	\$ 31,563	\$ 32,119
Operations & Maintenance	\$ 6,594	\$ 6,758	\$ 6,927	\$ 7,101
Annual Cash Flow	\$ 37,071	\$ 37,774	\$ 38,490	\$ 39,220
Cumulative Cash Flow	\$ 260,826	\$ 298,600	\$ 337,090	\$ 376,310

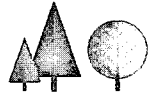
Environmental Impact Analysis

Your solar system will generate significant environmental benefits. These come primarily from avoided power plant emissions. Below is a summary of environmental benefits your solar system will provide.

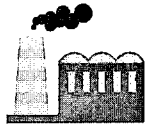
Your New, Lower Carbon Footprint

Your solar system will reduce Green House Gas emission by 0 metric tons of CO2 over 25 years

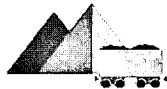
0 metric tons of CO2 is equivalent to:



- Trees Planted and Grown for 10 years



- Barrels of Oil Consumed



- Pounds of Coal Burned



- Miles Driven in a Passenger Car



- Homes' Energy Use for One Year



Engineering Study Agreement

This agreement is only for compensating Ideal Energy to conduct a comprehensive engineering study and deliver a fixed installation price on a solar project proposal. From this analysis, Ideal Energy will be able to assess the cost for an installation (including labor and materials), and allow Ideal Energy to offer a price guarantee based on the parameters provided, for construction with confidence.

WORK TO BE DELIVERED:

- (1) Electrical inspection by a NABCEP Certified Master Electrician
- (1) Comprehensive structural and site analysis
- (1) Formal 3D rendering of proposal array with shade report
- (1) 15 page financial analysis with installation price

Projected System Size: 0 kW

Engineering Study Fee*: \$3000

*see Terms and Conditions

Ideal Energy, Inc.

602 N 6th St
Fairfield, IA 52556
(800) 634-4454

Ideal Energy Consultant

Michael Halley
michael@idealenergyinc.com

Client

Legal Business Entity Name

Andy Morris

Installation Address

102 Church St
Ottumwa, IA 52501

Client Contact Info

morrisa@ci.ottumwa.ia.us
641-683-0600

Mailing/Billing Address

102 Church St
Ottumwa, IA 52501

- Ensures install accuracy & precision
- Price guarantee for installation
- Reserves place on install calendar



**PV INSTALLATION
PROFESSIONAL**
CERT # 102415-011916

Client Signature

Date

Ideal Energy Representative

Date

Name Signer

Title

Name Signer

Title



Terms and Conditions

All work shall be completed in a workman-like manner and in compliance with all safety codes and other applicable laws.

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

Contractor warrants it is adequately insured for injuries to its employees and others incurring loss or injury as a result of the acts of the Contractor or its employees or subcontractors.

All disputes hereunder shall be resolved by binding arbitration in accordance with rules of the American Arbitration Association. However, this provision shall not prevent the parties from agreeing to pursue mediation in an attempt to resolve the dispute.

Upon completion of the engineering study and delivery of the final proposal to the Customer, the quoted install price and reservation on the install calendar for the proposed project is valid for 30 days from the date of delivery of the final proposal to Customer. Client understands that any calculations that are provided by Ideal in its reports, include estimates (including those of federal income tax rates, and future years' energy cost). As a result, any rate of return and payback is estimated and not guaranteed.

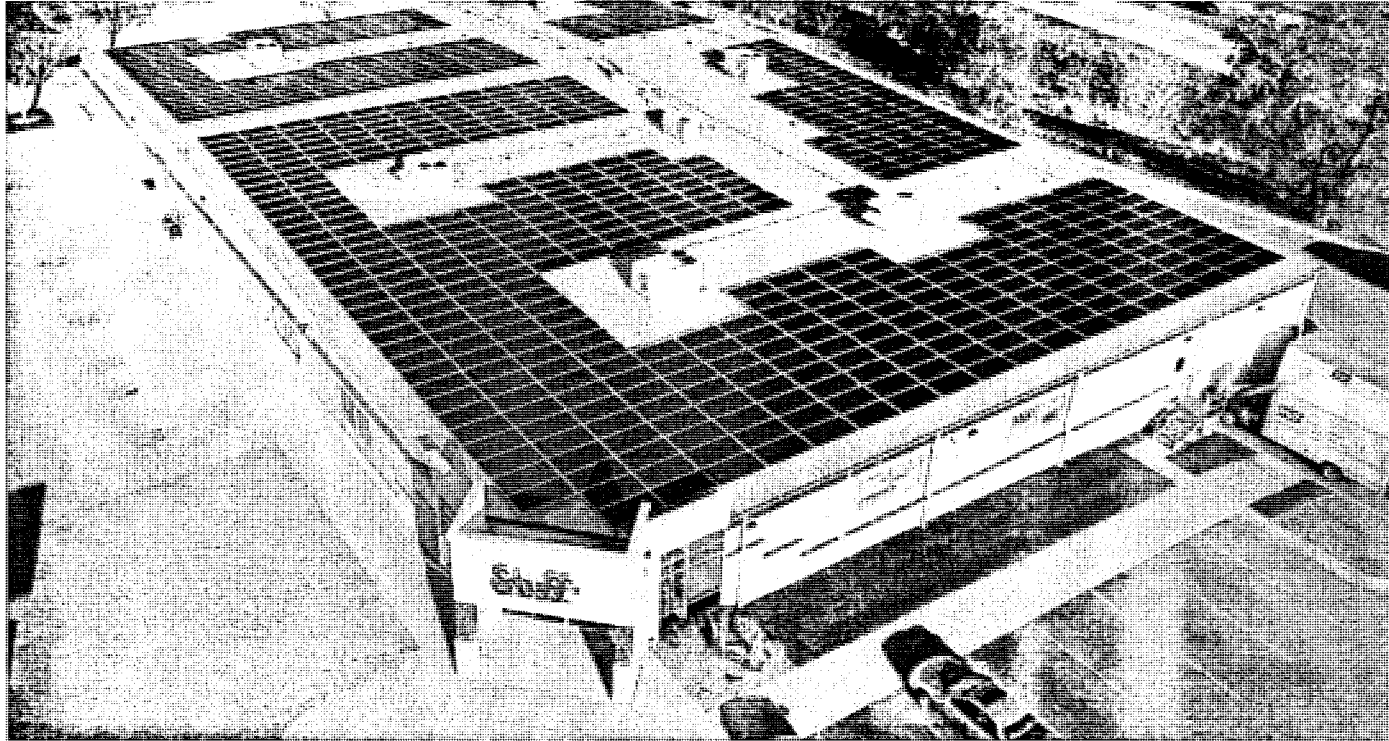
The engineering study shall be started after Client has paid the fee for the study. If, after the engineering study, Client chooses to move forward with the installation, Ideal Energy will apply 50% of the fee paid by Client for this study to the final contract.

This document provides for the full understanding between the parties, including any oral communications that may have been made in the past. Any changes to this Agreement shall only be valid, if they have been reduced and agreed to, in writing by both Parties. These Terms and Conditions, including any Agreement to which it is attached, shall be governed by the laws of the State of Iowa.

Engineering Information Checklist

- Legal name of entity or person taking tax credits
- Explanation of interconnection timeline:
 - 7 to 10 business days (Level 1/Level 2) for Admin Review
 - 15 to 20 (Level 1/Level2) business days for Technical Review
 - 3 business days to review COC and Final Inspections
 - 15 business days DG Engineer Review
 - 10 business days for meter tech/bi-directional meter installation
 - 5 business days for PTO to be issued
- Cash out date decision (circle one) *Alliant and MidAmerican only*
December
April (this is more beneficial to the client)
- Net-Metering donation amounts (circle one)
50% (this is more beneficial to the client)
75%
100%
- Explanation of other services Ideal can provide to maximize energy savings and efficiency
 - Sense home monitoring or CT scanner installation
 - LED retrofitting with incentives
 - Electrical contracting (commercial/residential)
 - Electric car charging station installations

SOLAR FEASIBILITY CONTRACT



Prepared For:

Andy Morris
Beach Ottumwa

Site Address:

101 Church St
Ottumwa, IA 52501

Proposal Issued:

March 29, 2019

88.56 kW

Roof Mount



Beach Ottumwa Solar Feasibility Contract

Prepared by Ideal Energy, Inc. for Andy Morris

Summary

Customer	Site Address	Mailing Address	Company Contact
Andy Morris	101 Church St	101 Church St	Michael Halley
Beach Ottumwa	Ottumwa, IA 52501	Ottumwa, IA 52501	Ideal Energy Inc.
			602 N 6th St
			Fairfield, IA 52556

Cost Breakdown			
Project Contract Cost	\$1.99/W DC	\$	176,461
Federal Tax Credit		\$	-
State Tax Credit		\$	-
Tax Impact of Credits		\$	-
Net Cost after Tax Credits	\$1.99/W DC	\$	176,461
First Year Bonus Depreciation Impact**		\$	-
Remaining Depreciation Impact, All Years**		\$	-
Net Cost for All Years**	\$1.99/W DC	\$	176,461

*PV Panels may be subject to change based on availability

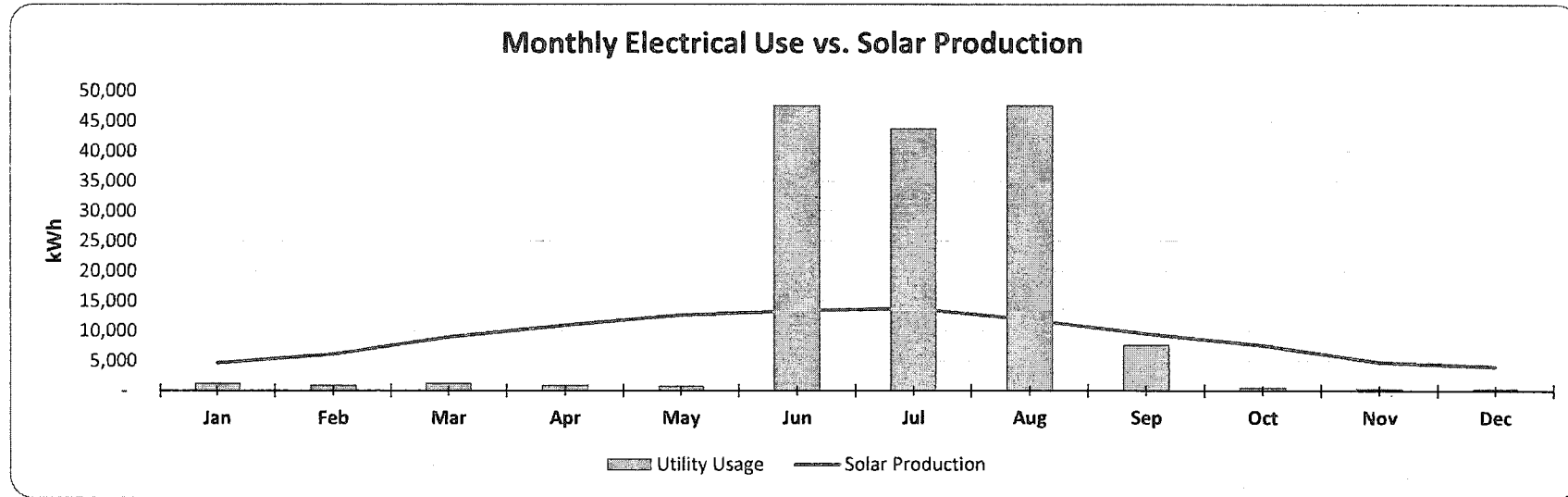
**Based off 2018 Tax Policy, consult your tax professional

25 Year Financial Analysis	
Utility Savings Over Initial Term	\$ 245,145
Payback Period	12.1 Years
Total Return	239%
Internal Rate of Return	7.72%

System Description	
Total System Size	88.56 kW DC Power, Standard Testing Conditions
Estimated Annual Production	108083 kWh Estimated for First Year of Production
PV Panel Description	Qty. 246 - Tier 1 Module 360 Watt Class*
Inverter Description	Qty. 246 - Enphase -IQ7PLUS-72-2-US

Energy Analysis

Your historical energy usage was used to size your solar PV system. Based on the suggested system size, design, and location, the monthly solar system output (PV production) has been projected. This has then been used to project first-year electricity bill savings.

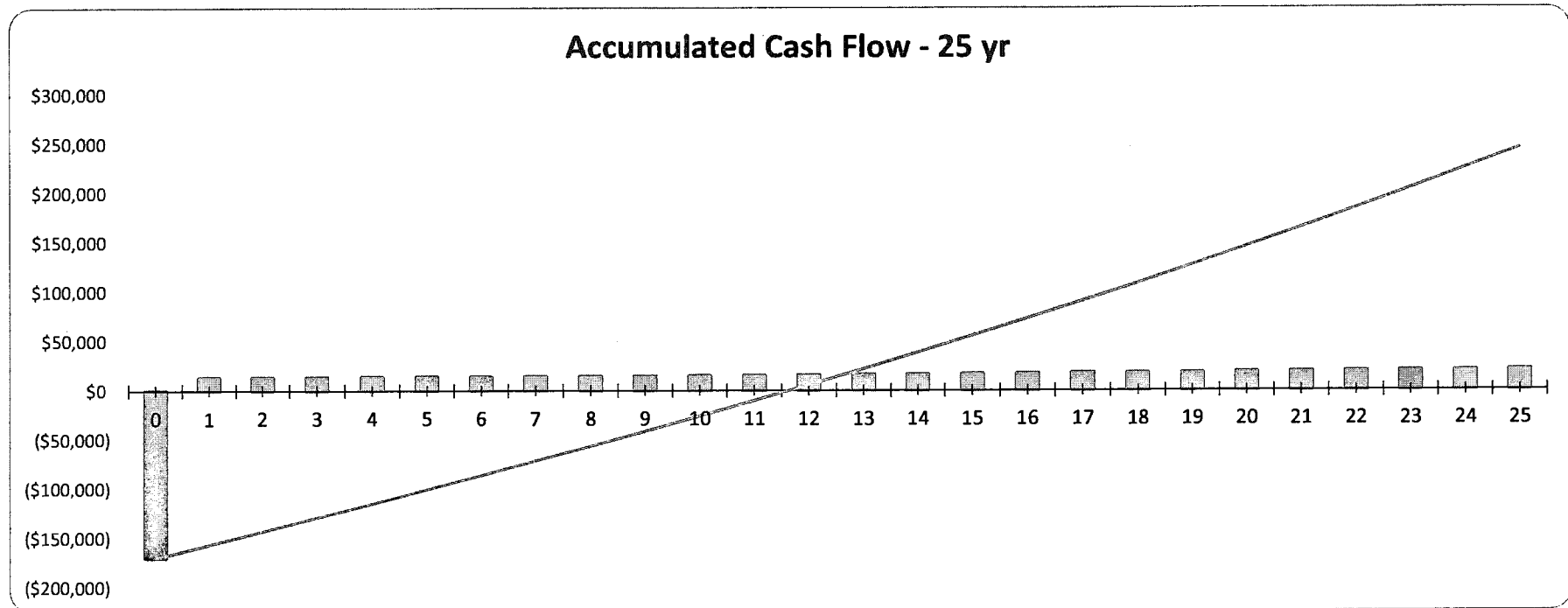


Electrical Usage Provided by Solar: **70.3%**

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Utility Usage	1,400	1,000	1,400	1,000	800	47,600	43,800	47,600	7,800	600	400	400	153,800 kWh
Solar Production	4,641	6,100	8,948	10,898	12,588	13,371	13,762	11,840	9,530	7,575	4,761	4,069	108,083 kWh
Net Usage	(3,241)	(5,100)	(7,548)	(9,898)	(11,788)	34,229	30,038	35,760	(1,730)	(6,975)	(4,361)	(3,669)	45,717 kWh
Utility Bills	\$ 225	\$ 167	\$ 221	\$ 171	\$ 137	\$ 6,204	\$ 6,718	\$ 7,360	\$ 1,174	\$ 108	\$ 75	\$ 76	\$ 22,635
Utility \$/kWh	\$ 0.161	\$ 0.167	\$ 0.158	\$ 0.171	\$ 0.171	\$ 0.130	\$ 0.153	\$ 0.155	\$ 0.150	\$ 0.180	\$ 0.187	\$ 0.189	\$ 0.147
Bill with Solar	\$ 14	\$ 14	\$ 14	\$ 14	\$ 14	\$ 14	\$ 4,099	\$ 5,533	\$ 14	\$ 14	\$ 14	\$ (515)	\$ 9,238
Utility Savings	\$ 212	\$ 154	\$ 208	\$ 157	\$ 123	\$ 6,190	\$ 2,619	\$ 1,827	\$ 1,160	\$ 95	\$ 61	\$ 591	\$ 13,397

Financial Analysis

The following chart summarizes the cash flow you can expect from the system quoted. Key financial metrics are also provided.



Financial Summary	
Utility Savings Over Initial Term	\$ 245,145
Payback Period	12.1 Years
Project Contract Cost	\$ 176,461
Internal Rate of Return	7.72%
Total Return	239%
Estimated Average Annual Savings	\$ 17,035
Estimated Annual Savings - Year One	\$ 13,397
Estimated Annual Savings - Year Twenty Five	\$ 20,673

Cash Flow by Year

The following table of estimated cash flows include any tax effects, rate and cost inflation and other time-related cash flow factors. Also assumed is that all taxes on the energy savings deferred by reinvesting the savings into the business. Refer to the Disclaimer & Assumptions, appended below, for further clarification.

Year:	0	1	2	3	4	5	6	7	8	9	10
Project Cost	\$ (176,461)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal (and) State Tax Credits	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Increase in Tax Due to Tax Credits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated Utility Savings	\$ 6,717	\$ 13,397	\$ 13,664	\$ 13,935	\$ 14,212	\$ 14,495	\$ 14,783	\$ 15,076	\$ 15,376	\$ 15,682	\$ 15,993
Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (557)	\$ (569)	\$ (580)	\$ (592)	\$ (603)
Depreciation Impact	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Cash Flow	\$ (169,744)	\$ 13,397	\$ 13,664	\$ 13,935	\$ 14,212	\$ 14,495	\$ 14,225	\$ 14,508	\$ 14,796	\$ 15,090	\$ 15,390
Cumulative Cash Flow	\$ (169,744)	\$ (156,347)	\$ (142,684)	\$ (128,749)	\$ (114,537)	\$ (100,042)	\$ (85,817)	\$ (71,309)	\$ (56,513)	\$ (41,423)	\$ (26,033)

Year:	11	12	13	14	15	16	17	18	19	20	21
Estimated Utility Savings	\$ 16,311	\$ 16,635	\$ 16,966	\$ 17,303	\$ 17,647	\$ 17,998	\$ 18,356	\$ 18,720	\$ 19,092	\$ 19,472	\$ 19,859
Operations & Maintenance	\$ (615)	\$ (628)	\$ (640)	\$ (653)	\$ (666)	\$ (680)	\$ (693)	\$ (707)	\$ (721)	\$ (736)	\$ (750)
Annual Cash Flow	\$ 15,696	\$ 16,008	\$ 16,326	\$ 16,650	\$ 16,981	\$ 17,318	\$ 17,662	\$ 18,013	\$ 18,371	\$ 18,736	\$ 19,109
Cumulative Cash Flow	\$ (10,337)	\$ 5,670	\$ 21,996	\$ 38,646	\$ 55,627	\$ 72,945	\$ 90,608	\$ 108,621	\$ 126,992	\$ 145,729	\$ 164,837

Year:	22	23	24	25
Estimated Utility Savings	\$ 20,254	\$ 20,656	\$ 21,067	\$ 21,485
Operations & Maintenance	\$ (765)	\$ (781)	\$ (796)	\$ (812)
Annual Cash Flow	\$ 19,488	\$ 19,876	\$ 20,270	\$ 20,673
Cumulative Cash Flow	\$ 184,326	\$ 204,201	\$ 224,472	\$ 245,145

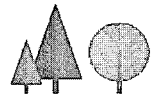
Environmental Impact Analysis

Your solar system will generate significant environmental benefits. These come primarily from avoided power plant emissions. Below is a summary of environmental benefits your solar system will provide.

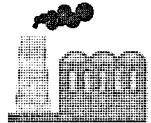
Your New, Lower Carbon Footprint

Your solar system will reduce Green House Gas emission by 1793 metric tons of CO2 over 25 years

1793 metric tons of CO2 is equivalent to:



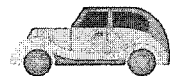
45,974 Trees Planted and Grown for 10 years



4,170 Barrels of Oil Consumed



1,925,886 Pounds of Coal Burned



4,269,048 Miles Driven in a Passenger Car



247 Homes' Energy Use for One Year



Engineering Study Agreement

This agreement is only for compensating Ideal Energy to conduct a comprehensive engineering study and deliver a fixed installation price on a solar project proposal. From this analysis, Ideal Energy will be able to assess the cost for an installation (including labor and materials), and allow Ideal Energy to offer a price guarantee based on the parameters provided, for construction with confidence.

WORK TO BE DELIVERED:

- (1) Electrical inspection by a NABCEP Certified Master Electrician
- (1) Comprehensive structural and site analysis
- (1) Formal 3D rendering of proposal array with shade report
- (1) 15 page financial analysis with installation price

Projected System Size: 88.56 kW

Engineering Study Fee*: \$3000

*see Terms and Conditions

Ideal Energy, Inc.
 602 N 6th St
 Fairfield, IA 52556
 (800) 634-4454

Ideal Energy Consultant
 Michael Halley
 michael@idealeenergyinc.com

- Ensures install accuracy & precision
- Price guarantee for installation
- Reserves place on install calendar

Client

Client Contact Info
 morrisa@ci.ottumwa.ia.us
 641-683-0600

 Legal Business Entity Name
 Andy Morris

Installation Address
 101 Church St
 Ottumwa, IA 52501

Mailing/Billing Address
 101 Church St
 Ottumwa, IA 52501



Client Signature

Date

Ideal Energy Representative

Date

Name Signer

Title

Name Signer

Title



Terms and Conditions

All work shall be completed in a workman-like manner and in compliance with all safety codes and other applicable laws.

To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

Contractor warrants it is adequately insured for injuries to its employees and others incurring loss or injury as a result of the acts of the Contractor or its employees or subcontractors.

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This document provides for the full understanding between the parties, including any oral communications that may have been made in the past. Any changes to this Agreement shall only be valid, if they have been reduced and agreed to, in writing by both Parties. These Terms and Conditions, including any Agreement to which it is attached, shall be governed by the laws of the State of Iowa.

Engineering Information Checklist

- Legal name of entity or person taking tax credits
- Explanation of interconnection timeline:
 - 7 to 10 business days (Level 1/Level 2) for Admin Review
 - 15 to 20 (Level 1/Level2) business days for Technical Review
 - 3 business days to review COC and Final Inspections
 - 15 business days DG Engineer Review
 - 10 business days for meter tech/bi-directional meter installation
 - 5 business days for PTO to be issued

- Cash out date decision (circle one) *Alliant and MidAmerican only*
December
April (this is usually more beneficial to the client)

- Net-Metering donation amounts (circle one)
50% (this is more beneficial to the client)
75%
100%

- Explanation of other services Ideal can provide to maximize energy savings and efficiency
 - Sense home monitoring or CT scanner installation
 - LED retrofitting with incentives
 - Electrical contracting (commercial/residential)
 - Electric car charging station installations

FILED


CITY OF OTTUMWA
Staff Summary

OTTUMWA, IOWA

**** ACTION ITEM ****

Council Meeting of : Jun 4, 2019

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan 
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 126 - 2019, a Resolution accepting the offer and approving the sale of Lot 28 in Block 4, Janney's Addition to the City of Ottumwa, Wapello County, Iowa, to Branndi Kraushaar for the sum of \$250.00

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution No. 126 - 2019.

DISCUSSION: Branndi Kraushaar offered the City \$250.00 for a vacant lot located at 122 S. Fellows. Ms. Kraushaar wants to use the lot as additional yard space for her house next door and is willing to remove any dead trees and downed tree limbs from the vacant lot. The property will be transferred by quit claim deed and the buyer will pay the cost of publishing the public hearing notice and the recording fees.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION No. 126 - 2019

A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF CITY OWNED PROPERTY DESCRIBED AS LOT 28 IN BLOCK 4, JANNEY'S ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA TO BRANNDI KRAUSHAAR FOR THE SUM OF \$250.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 28 in Block 4, Janney's Addition to the City of Ottumwa, Wapello County, Iowa; and

WHEREAS, pursuant to Resolution No. 112 - 2019 approved, passed and adopted May 21, 2019 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to Brannndi Kraushaar for an offered price of \$250.00; and

WHEREAS, the buyer owns a house next to the lot and intends to use the vacant lot for additional yard space; and

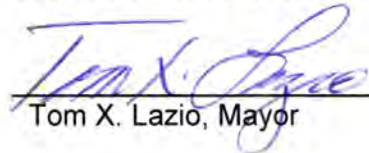
WHEREAS, the buyer will remove any dead trees and downed limbs on the property; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the offer received from Brannndi Kraushaar in the amount of \$250.00 for the purpose of using the lot for additional yard space, be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 4th day of June 2019.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



OTTUMWA

CITY OF BRIDGES...RIVER OF OPPORTUNITY

Petition No.: 5054-2019

Petitioner Information:

Name: Branndi Kraushaar

Address: 126 S. Fellows Ave.

Phone Number: (641) 226-8341

Petition contains the required number of signatures

Summary of Petition:

Purchase 122 S. Fellows Ave., vacant lot, for extra yard space. Offer \$250.00, city owned less than 5 years, owns property next to lot. \$50 deposit #81794.

1. Engineering Department

Approve

Deny

5-8-19 LBS

Comments:

Date

Dept. Initials
Required

2. Plan/Zoning/Dev. Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

3. Health Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

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

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

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

FILE

2019 MAY 23
CITY OF OTTUMWA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 4, 2019

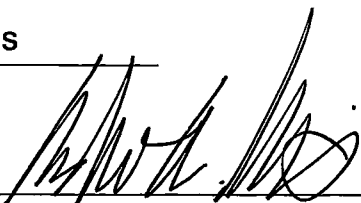
Health & Inspections
Department

Jody Gates

Prepared By

Kevin C Flanagan

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 127 - 2019, A Resolution accepting the bid and approving the sale of City owned property located at 912 North Ash Street to KBC Investments LLC for the sum of \$4,600.00



Public hearing required if this box is checked.



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

RECOMMENDATION: Pass and adopt Resolution No. 127 - 2019.

DISCUSSION: Sealed bids for this placarded house were accepted until 2:00 PM May 22, 2019 and two bids were received. KBC Investments LLC submitted the best bid and staff recommends the City Council accept it. The bid tab is attached.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 127 – 2019

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 912 NORTH ASH STREET TO KBC INVESTMENTS LLC FOR THE SUM OF \$4,600.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 12 in T.P. and S.D. Baker's Subdivision of Out Lot 7 of John D. Devin's Addition to Ottumwa, being a subdivision of the SW ¼ of the NW ¼ of the SE ¼ of Section 19, Township 72 North, Range 13 West in the City of Ottumwa, Wapello County, Iowa also known as 912 North Ash Street; and

WHEREAS, pursuant to Resolution No. 79 - 2019 approved, passed and adopted May 7, 2019 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property until May 22, 2019; and

WHEREAS, the City received two bids; and

WHEREAS, KBC Investments LLC was the best bidder in the amount of \$4,600.00; and

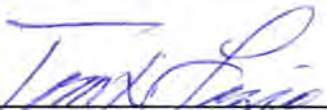
WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property; and

WHEREAS, the buyer will repair the property in conformance with applicable City Codes and submit a six-month repair plan to the Health Department no later than thirty days after the property is transferred or will demolish the property within 90 days of transfer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from KBC Investments LLC, in the amount of \$4,600.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 4th day of June 2019.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

912 North Ash Bid Tab

Bidder

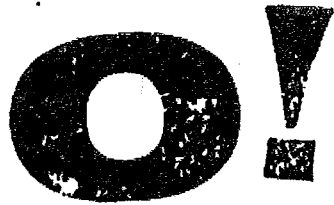
Bid

KBC Investments LLC

\$4,600.00

Manny Martines

\$850.00



CITY OF
OTTUMWA

**PURCHASE AGREEMENT BID FORM
FOR
912 NORTH ASH STREET, OTTUMWA, IOWA**

This proposal is for a City owned property located at 912 North Ash Street, Ottumwa, Iowa legally known as a part of Lot 12 in T.P. and S.D. Baker's Subdivision of Out Lot 7 of John D. Devin's Addition to Ottumwa, being a subdivision of the SW ¼ of Section 19, Township 72 North, Range 13 West in the City of Ottumwa, Wapello County, Iowa also known as 912 N. Ash Street.

The property is located in an R-2 zoning district and must be used in that regard.

The property is offered for sale subject to the following conditions:

A bid security in the form of a certified check or cash in the amount of 10% of the bid price is required to be submitted with the proposal. The property will be transferred by Quit Claim Deed with no abstract and the buyer will pay the costs of conveyance including property taxes due.

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

Bidders also understand that the costs of conveyance (publishing the public hearing notice, recording fees and preparation of the deed) and the property taxes are costs that are in addition to the total purchase price offered for the property.

It is understood and agreed that a Purchase Agreement Form, once submitted and opened, cannot be withdrawn without the consent of the City of Ottumwa.

\$ 4,600.⁰⁰ Four thousand Six hundred dollars
Total Purchase Price Offered for This property

If my proposal is accepted, I, the undersigned, further agree to keep the property free of any and all nuisances and to keep the grass cut below 10" in height.

KBC Investments LLC
Name of Bidder (Printed)

641-226-4483
Telephone Number

2801 Hoerner Ave, Ottumwa
Mailing Address

[Signature] - Dostan Smith
Signature

4-22-2019
Date

dostanp@msn.com
E-mail Address

FILE

CITY OF OTTUMWA

Staff Summary

CITY OF OTTUMWA
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: Jun 4, 2019

Jody Gates

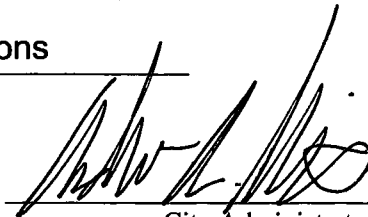
Prepared By

Kevin C Flanagan

Department Head

Health & Inspections

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 128 - 2019, a Resolution accepting the offer and approving the sale of Lots 51, 52, 53 and the West One Half of Lot 54, Block 4, all in Manning's First Addition to the City of Ottumwa, Wapello County, Iowa, to Lorenzo Silva and Sebastian Silva - Zuniga for the sum of \$1,250.00



Public hearing required if this box is checked.



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

RECOMMENDATION: Pass and adopt Resolution No. 128 - 2019.

DISCUSSION: Lorenzo Silva and Sebastian Silva - Zuniga offered the City \$1,250.00 for four vacant lots located on Mable Street. The buyers wants to construct a mechanic workshop on the property. The property is zoned I-1 and use as a mechanic's shop is permitted. The buyers will sign a development agreement as part of the sale agreeing to construct the workshop within three years of the property transfer, as well as other conditions. The property will be transferred by quit claim deed and the buyer will pay the cost of publishing the public hearing notice and the recording fees.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 128 - 2019

A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF CITY OWNED PROPERTY DESCRIBED AS LOTS 51, 52, 53 AND THE WEST ONE HALF OF LOT 54 BLOCK 4, ALL IN MANNING'S FIRST ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA TO LORENZO SILVA AND SEBASTIAN SILVA – ZUNIGA FOR THE SUM OF \$1,250

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lots 51, 52, 53 and the West One-Half of Lot 54, all in Manning's First Addition to the City of Ottumwa, Wapello County, Iowa ; and

WHEREAS, pursuant to Resolution No. 111 - 2019 approved, passed and adopted May 21, 2019 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to Lorenzo Silva and Sebastian Silva - Zuniga for an offered price of \$1,250.00; and

WHEREAS, the buyers intend to construct a mechanic workshop on the property; and

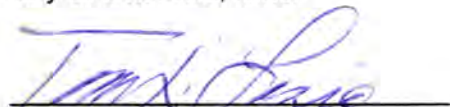
WHEREAS, the buyers will sign a development agreement with the City to construct the workshop within three years of the transfer of the property; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the offer received from Lorenzo Silva and Sebastian Silva – Zuniga in the amount of \$1,250.00 for the purpose of constructing a mechanic workshop, be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 4th day of June 2019.

City of Ottumwa, Iowa

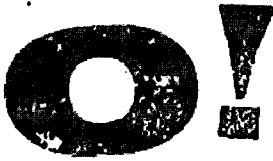


Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



CITY OF
OTTUMWA

Petition No.: 5049-2019

Petitioner Information:

Name: Lorenzo Silva & Sebastian Silva-Zuniga

Address: 239 E Manning Ave, Ottumwa, IA 52501

Phone Number: (841) 680-2766 7206

Petition contains the required number of signatures.

Summary of Petition:

Purchase vacant lot to build a mechanic workshop - 1726 Mable, Lot 51.

1. Engineering Department Approve Deny 5-7-19 LBS
 Date 5-7-19 Dept. Initials Required

Comments:

2. Plan/Zoning/Dev. Department Approve Deny 5-8-19 [Signature]
 Date Dept. Initials Required

Comments:

3. Health Department Approve Deny 5-8-19 [Signature]
 Date Dept. Initials Required

Comments:

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



CITY OF
OTTUMWA

Petition No.: 5050-2019

Petitioner Information:

Name: Lorenzo Silva & Sebastian Silva-Zuniga

Address: 239 E Manning Ave, Ottumwa, IA 52501

Phone Number: (641) 680-2706 7256

Petition contains the required number of signatures.

Summary of Petition:

Purchase vacant lot to build a mechanic workshop - 1732 Mable, Lot 52.

1. Engineering Department

Approve

Deny

5-7-19

LBS

Comments:

Date ✓

Dept. Initials
Required

2. Plan/Zoning/Dev. Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

3. Health Department

Approve

Deny

5-8-19

[Signature]

Comments:

Date

Dept. Initials
Required

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

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

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



Petition No.: 5051-2019

Petitioner Information:

Name: Lorenzo Silva & Sebastian Silva-Zuniga

Address: 239 E Manning Ave, Ottumwa, IA 52501

Phone Number: (641) 680-2706 1204 Petition contains the required number of signatures.

Summary of Petition:

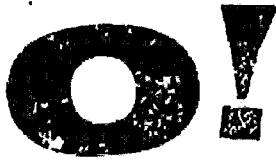
Purchase vacant lot to build a mechanic workshop - 1736 Mable, Lot 53.

1. Engineering Department Approve Deny 5-7-19 LPBS
Comments: Date Dept. Initials Required

2. Plan/Zoning/Dev. Department Approve Deny 5-8-19 [Signature]
Comments: Date Dept. Initials Required

3. Health Department Approve Deny 5-8-19 [Signature]
Comments: Date Dept. Initials Required

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



CITY OF
OTTUMWA

Petition No.: 5052-2019

Petitioner Information:

Name: Lorenzo Silva & Sebastian Silva-Zuniga

Address: 239 E Manning Ave, Ottumwa, IA 52501

Phone Number: (641) 680-2706 1200

Petition contains the required number of signatures.

Summary of Petition:

Purchase vacant lot to build a mechanic workshop - 1744 Mable, Lot 54.

1. Engineering Department Approve Deny 5-7-19 LBS
Comments: Date Dept. Initials Required

2. Plan/Zoning/Dev. Department Approve Deny 5-8-19 [Signature]
Comments: Date Dept. Initials Required

3. Health Department Approve Deny 5-8-19 [Signature]
Comments: Date Dept. Initials Required

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



**DEVELOPMENT AGREEMENT BETWEEN
CITY OF OTTUMWA
AND
LORENZO SILVA AND SEBASTIAN SILVA - ZUNIGA**

This Agreement is made at Ottumwa, Iowa, on this 4th day of June, 2019, by and between the City of Ottumwa, Iowa, hereinafter called the “City” and Lorenzo Silva and Sebastian Silva – Zuniga, Individually, hereinafter called “the Developer”.

RECITALS:

WHEREAS, the City owns real property situated in the City of Ottumwa, Wapello County, State of Iowa, legally described and locally known as Lots 51, 52, 53 and the West One-Half of Lot 54, Block 4, all in Manning’s First Addition to the City of Ottumwa, Iowa. The property on the above lots is vacant and it is the intention of the City to sell this property to the Developer in order that a new building be constructed on the lots. The City received an offer from the Developer for the above described lots.

WHEREAS, the Developer desires to acquire said real property for the purpose of constructing a new building to be used as a mechanic workshop, and the City wishes to transfer ownership of the above described property to the Developer for the purpose of development. The Developer agrees to sign this Development Agreement with the City.

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

CONVEYANCE OF THE CITY’S REAL PROPERTY

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

REDEVELOPMENT CONDITIONS

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

1. Subject to all terms and conditions of this Agreement, the City will sell by Quit Claim Deed the above-described real estate to the Developer for the sum and amount of \$1,250 and other good and valuable consideration. **Said real estate is being sold in its "AS IS" condition, with the City making no title guarantees and no warranties as to the condition of said property, except the City will clean up the nuisance on Lot 51.** The Developer will pay all costs of transfer, including abstracting and title opinion, if the Developer deems it necessary.

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

Section 1. Obligations of the Developer

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

2. The Developer will redevelop the property for uses permitted under the City of Ottumwa Zoning regulations, in this case I-1, but in no event shall the Developer lease to tenants or sell to prospective buyers who would require a conditional use permit under said City Zoning Code. The Developer shall develop the property meeting all City zoning and building permit requirements and any and all applicable state and local laws and regulations.

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

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

5. The following conditions apply to the Developer and also in the event the real estate is sold before complete redevelopment, the purchaser (hereinafter referred to as

“Purchaser”) shall be required to sign a Development Agreement with the City that will encompass the following requirements:

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

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

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

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

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

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

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

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

Section 2. Representations and Warranties of Lorenzo Silva and Sebastian Silva – Zuniga "The Developer"

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

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

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

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

Section 3. Representations and Warranties of the City of Ottumwa

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

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

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

Section 4. Further Agreements

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

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

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

If to Buyer's Address: 239 East Manning
Ottumwa, Iowa 52501

If to the City: Ottumwa City Attorney
105 East Third
Ottumwa, Iowa 52501

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

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

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

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

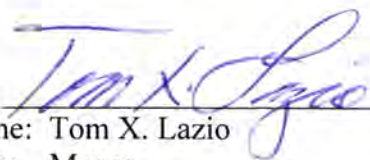
8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No party shall assign this Agreement without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld.

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

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

CITY OF OTTUMWA, IOWA
An Iowa Municipal Corporation

BUYER'S NAMES

By: 
Name: Tom X. Lazio
Title: Mayor

By: _____
Name: Lorenzo Silva

By: _____
Name: Sebastian Silva - Zuniga

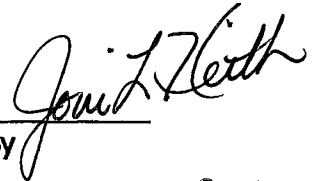
FILED
CITY OF OTTUMWA
2019 MAY 29 AM 11:25
STAFF SUMMARY
CITY CLERK
OTTUMWA, IA

Council Meeting of: June 4, 2019

ITEM NO. _____

Joni Keith

Prepared By



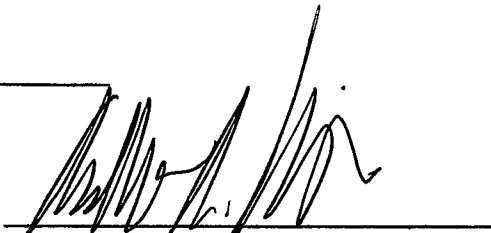
Gene Rathje

Department Head



Parks

Department


Andy Morris City Administrator

AGENDA TITLE: Approve Resolution #124-2019 approving the City's establishment of a Park and Recreation Foundation.

PURPOSE: Establish a Park and Recreation Foundation to support the City's parks and recreation programs.

RECOMMENDATION: Pass and adopt Resolution #124-2019.

DISCUSSION: The Ottumwa Parks Advisory Board is recommending that the City establish a Foundation similar to that established for the support of the City's Public Library. This Foundation would be in a position to apply for grants that are currently not available to the City. This Foundation would be a non-profit entity that is tax exempt under Section 501(c)(3) of the Internal Revenue Code. The first step is obtaining non-profit corporation status under Iowa Code Chapter 504. Attached hereto is a copy of the proposed Articles of Incorporation and a rough draft of the proposed By-Laws. The City Attorney would file the Articles of Incorporation with the Iowa Secretary of State and then establish the Board of Directors of the Foundation, which would review and approve the By-Laws. Once that is completed, the City Attorney would file the Application for Tax Exempt Status. This is a lengthy process and requires a \$600 filing fee for the IRS Application and at least the sum of \$20 for the Secretary of State filing fee. This resolution also authorizes the City Attorney to pay the accompanying costs for the application process. In the event the services of a CPA are required for the IRS Application process, the City Attorney could obtain that assistance as needed.

RESOLUTION NO. 124-2019

**A RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A PARK AND RECREATION FOUNDATION
FOR THE SUPPORT OF THE CITY'S PARK SYSTEM**

WHEREAS, the Ottumwa Park Advisory Board has requested that the City establish a Park and Recreation Foundation;

WHEREAS, this Foundation would assist with funding to support the City's Parks and Recreation Programs;

WHEREAS, the City Attorney needs authorization to proceed and pay the accompanying costs associated with the non-profit corporation status and the Internal Revenue Code tax exempt status; and

WHEREAS, the Articles of Incorporation need to be approved by the City Council.

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

That the City Attorney is hereby authorized to proceed to do all things necessary to establish the Ottumwa Park and Recreation Foundation, to pay all costs associated with the application process and to obtain any necessary legal or CPA assistance to effect the establishment of this Foundation.

PASSED, APPROVED AND ADOPTED this 4th day of June, 2019.

CITY OF OTTUMWA, IOWA

By  _____
Tom X. Lazio, Mayor

ATTEST:

 _____

Christina Reinhard, City Clerk



**ARTICLES OF INCORPORATION
OF THE OTTUMWA PARK AND RECREATION FOUNDATION, INC.**

TO: THE SECRETARY OF STATE
STATE OF IOWA

The undersigned, acting as incorporator of a nonprofit corporation under the Iowa Nonprofit Business Corporation Act, Chapter 504 of the Iowa Code of 2019, adopt the following Articles of Incorporation for such nonprofit corporation:

- I.** The name of the corporation is the Ottumwa Park and Recreation Foundation, Inc.
- II.** The period of its duration is perpetual. The Corporation shall have no members.
- III.** The purpose or purposes for which the corporation is organized are:
 1. To improve the public parks and recreational programming and to organize, sponsor, and maintain a program for providing independent financial support for the Park System of the City of Ottumwa, Iowa and shall be organized exclusively for charitable, educational, or scientific purposes within the meaning of the section 501(c)(3) of the Internal Revenue Code (1954) as amended.
- IV.** The corporation shall have all powers available to nonprofit corporations under Chapter 504A of the Code of Iowa (2019) and specifically the following powers necessary and convenient to fulfilling the purpose:
 1. Collection and solicitation of gifts, bequests, grants, and devises to property of any kind, whether real or personal or whenever situated for the use and benefit of said park system.
 2. Holding, managing, operating, selling, exchanging, investing, and generally dealing with property which may come into its possession for the use and benefit of said park system.
 3. Applying, expending, and using any or all of assets, no matter how received, principal and income or either, to the use and benefit of the Park System of the City of Ottumwa, with or without restriction.

4. To provide for the holding, investment and management of any property received or held by the corporation as hereinafter provided, or as may be provided in the By-Laws, or determined by the Board of Directors, of the corporation, but no part of the net earnings shall inure to the benefit of any private individuals.

5. To do all and everything necessary, suitable, convenient, usual or proper for the accomplishment of the purposes herein expressed or incidental thereto; and generally the corporation shall be authorized to exercise and enjoy all the powers, rights and privileges now or hereafter granted by law to corporations of this character; and without in any way limiting or restricting the generality of the foregoing nor, on the other hand, intending to enlarge or extend the same or include therein any uses or purposes other than such as are now or may hereafter be considered or held to be of a public charitable nature.

V. The affairs of the corporation shall be managed by a Board of Directors consisting of the following:

1. No more than 13, nor less than 5 members, which shall include the Director of Parks for the City of Ottumwa, Iowa as an ex officio nonvoting member.

VI. The management of the corporation and the conduct of the corporate affairs shall in every respect be controlled and determined by the by-laws as adopted and amended at any annual or special meeting of the Directors by a majority vote. The by-laws may, among other things, provide for the manner of the election, and removal of the members of the Board of Directors.

VII. The address of the registered office of the corporation is 105 East Third Street, Ottumwa, Iowa 52501 and the name of its initial registered agent at such address is Joni L. Keith.

VIII. The initial Board of Directors shall be five (5) and the names and addresses of the persons who are to serve as Directors until the first meeting of Directors or until their successors are elected and shall qualify are:

1. Wesley Konrad, 1936 Gladstone, Ottumwa, IA 52501
2. Sarah Sels, 133 E. Court, Ottumwa, IA 52501
3. Kim Hellige, 11837 118th Avenue, Ottumwa, IA 52501
4. Bob Kramer, 507 Bryan Road, Ottumwa, IA 52501
5. David Cecil, 605 East Fourth Street, Ottumwa, IA 52501

The Board of Directors shall establish By-Laws indicating the length of the legal terms of the Board of Directors and the manner in which they are elected.

IX. The name and address of the Incorporator is: Joni L. Keith, 105 East Third Street, Ottumwa, IA 52501.

X. The following officers of the corporation shall be chosen by the Directors and shall be a President, Vice-President, Secretary, and Treasurer. The Board of Directors may also choose additional Vice-Presidents, Assistant Secretaries, and Assistant Treasurers. The Secretary and Treasurer may be the same person. All officers of the corporation shall hold office for one (1) year or until their successors are elected and qualified. Any vacancy in any office or on the Board of Directors may be filled by a majority vote of the entire remaining Directors.

1. Any such election shall be at an annual or special meeting and such interim successors as may be chosen hereunder shall serve the unexpired term of their predecessor and until their successors have been duly qualified.

2. The private property of the Board of Directors of this corporation shall be exempt from the debts of the corporation and from all liabilities of the corporation of any and every kind whatsoever.

3. At any annual or special meeting of the Directors, fifty percent (50%) of the Directors entitled to vote, either in person or by proxy, shall constitute a quorum.

4. The corporation shall indemnify and hold harmless each person who shall serve at any time hereafter as a Director or officer of the corporation from and against any and all claims and liabilities to which such persons become subject by reason of having heretofore or hereafter been a Director or officer of the corporation, or by reason of any action alleged to have been heretofore or hereafter taken or admitted by such Director or officer. The corporation shall reimburse each person for all legal and other expenses reasonably incurred by them in connection with any claim or liability arising out of their own negligence or willful misconduct.

The rights accruing to any person under the foregoing provisions of this resolution shall not exclude any other right to which they may legally be entitled, nor shall anything herein contained restrict the right of the corporation to indemnify or reimburse such person in any proper case even though not specifically provided herein. The corporation, its Directors, officers, employees, and agents shall be fully protected in taking any action or making any payment under this resolution or in refusing to do so.

5. These articles may be amended at any annual meeting of the Directors or any special meeting called for that purpose but no such amendment shall be made without the affirmative vote of at least a majority of the entire Board of Directors.

6. Dissolution: Upon dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of the corporation, disburse the remaining funds exclusively for the purpose for which the corporation organized, or to such organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at that time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future U.S. Internal Revenue Law) as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Dated this _____ day of _____, 2019.

Joni L. Keith
Incorporator

STATE OF IOWA)
) SS.
COUNTY OF WAPELLO)

The undersigned a Notary Public in and for the State of Iowa, does hereby certify that Joni L. Keith personally appeared before me and by me personally known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for said State

**BY-LAWS OF
THE OTTUMWA PARK AND RECREATION FOUNDATION, INC.**

**ARTICLE I.
OFFICES**

The principal office of the Ottumwa Park and Recreation Foundation, Inc. in the State of Iowa shall be located in the City of Ottumwa, Wapello County. The registered office of the corporation required by Chapter 504A to be maintained in the State of Iowa may be, but need not be, identical with the principal office in the State of Iowa, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II.
BOARD OF DIRECTORS**

Section 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors. The Corporation shall have all the powers granted to non-profit corporations under Section 504A of the Code of Iowa and any amendments thereto, and the powers of a corporation under the Internal Revenue Code.

Section 2. Number, Tenure and Qualifications. The number of Directors of the corporation shall be five (5). The Director of Parks and Recreation for the City of Ottumwa shall be an ex officio member of the Board of the Directors. Each Director shall hold office until his/her successor shall have been elected and qualified.

Section 3. Regular Meetings. A regular meeting of the Board of Directors shall be called by or at the request of the President or any Director from time to time. The person or persons calling such meetings of the Board of Directors shall fix the time and place of said meeting, which shall be in Wapello County, Iowa. The Board of Directors shall meet at least annually and may provide, by resolution, the time and place for the holding of additional regular meetings.

Section 4. Notice. Notice of any regular, annual or special meeting must be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice. Subject to the general requirement that the notice be in writing, notice may be communicated in person, by mail, or other method of delivery, or by telephone, voice mail, or other electronic means. Notice shall be given at least three (3) days prior thereto for a special meeting and at least five (5) days prior thereto for a regular or annual meeting as indicated herein. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transactions of any business because the meeting is not lawfully called or convened. Neither

the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 5. Quorum. A majority of the number of Directors fixed by Section 2 of this Article II shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 6. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. A director shall be considered present at a meeting of the Board of Directors or of a committee designated by the Board if he/she participates in such meeting by conference telephone, computer or similar communications equipment by means of which all persons participating in the meeting can hear each other.

Section 7. Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors may be filled by the affirmative vote of a majority of the directors then in office, even if less than a quorum of the Board of Directors. A Director so elected shall be elected for the unexpired term of his/her predecessor in office or the full term of such new directorship.

Section 8. Presumption of Assent. A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he/she shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 9. Informal Action by Directors. Any action required to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors or of a committee of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the Directors or all of the members of the committee of Directors, as the case may be.

Section 10. Committees. The Board of Directors from time to time by Resolution adopted by a majority of the full Board of Directors may appoint from its members a committee or committees, temporary or permanent, and, to the extent permitted by law and these By-Laws, may designate the duties, powers and authorities of such committee.

ARTICLE III. OFFICERS

Section 1. Number. The officers of the corporation shall be a President, a Vice-President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person.

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at its first meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified or until his/her death or until he/she shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. Attendance. A Director that has been absent from two consecutive meetings of the Board of Directors without cause, shall be removed from their appointment as a Director.

Section 6. President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He/she shall preside at all meetings of the Board of Directors. He/she may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments, which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of directors from time to time.

Section 7. Vice-President. In the absence of the President or in the event of his/her death, inability or refusal to act, the Vice-President shall perform the duties of the President, and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 8. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors in one or more books provided for that purpose; (b) see that all

notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records and of the corporation; and (d) in general perform all duties incident to the office of Secretary and such other duties as, from time to time, may be assigned to him/her by the President or by the Board of Directors.

Section 9. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He/she shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation, receive and give receipts for moneys due and payable to the corporation from any source whatsoever and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article IV of these By-Laws; and (b) in general perform all of the duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 10. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no such officer shall be prevented from receiving such salary by reason of the fact that he/she is also a Director of the corporation.

Section 11. Initial Directors. The number of Directors constituting the initial Board of Directors of the Corporation is five and the names and addresses of those persons to serve as the initial Directors are:

1. Wesley Konrad, 1936 Gladstone, Ottumwa, IA 52501
2. Sarah Sels, 133 E. Court, Ottumwa, IA 52501
3. Kim Hellige, 11837 118th Avenue, Ottumwa, IA 52501
4. Bob Kramer, 507 Bryan Road, Ottumwa, IA 52501
5. David Cecil, 605 East Fourth Street, Ottumwa, IA 52501

ARTICLE IV. CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agents or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

**ARTICLE V.
FISCAL YEAR**

The fiscal year of the corporation shall be a twelve (12) consecutive month period ending every June 30th.

**ARTICLE VI.
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

The corporation shall indemnify each of its Officers and Directors, whether or not then in office (and his/her executor, administrator and heirs), against all judgments, costs, attorney fees and reasonable expenses actually and necessarily incurred by him/her in connection with any civil or administrative action, suit or proceeding to which he/she may have been made a party because he/she is or was a director or officer of the corporation, to the extent that such judgments, costs, attorney fees and reasonable expenses are not otherwise paid by some form of insurance. He shall have no right of reimbursement, however, in relation to matters as to which he/she has been adjudged liable to the corporation for willful misconduct, bad faith, or reckless disregard of the duties of his/her office. The right to indemnify shall also apply to suits which are compromised or settled if the court having jurisdiction of the action shall approve such settlement, or if a majority of the Board of Directors, excluding those interested, vote to approve such settlement. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled, and shall apply to all claims which may exist as of the date that these By-Laws were adopted.

**ARTICLE VII.
WAIVER OF NOTICE**

Whenever any notice is required to be given to any shareholder or director of the corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of Chapter 504A, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time state therein, shall be deemed equivalent to the giving of such notice.

**ARTICLE VIII.
AMENDMENTS**

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors at any regular or special meeting.

Adopted this _____ day of _____, 2019.

David Cecil
President, Board of Directors

FILED
2019 MAY 30 PM 12:04 CITY OF OTTUMWA

Staff Summary

CITY OF OTTUMWA

**** ACTION ITEM ****

Council Meeting of: June 4, 2019

Engineering Department
Department

Alicia Bankson
Prepared By

Larry Seal
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #131-2019. Approving the Agreement between the City of Ottumwa and Calhoun-Burns and Associates Inc. for Professional Engineering Services to conduct the 2019 and 2020 Biennial Bridge Inspections.

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

RECOMMENDATION: Pass and adopt Resolution #131-2019.

DISCUSSION: This is part of the biennial bridge inspection program. The scope of work includes the routine inspection of twenty-one (21) bridges within the City of Ottumwa, updates of the load rating calculations if necessary, and updates of the scour evaluation if necessary. All work will be in accordance with the Iowa Department of Transportation (IDOT) and Federal Highway Administration guidelines and requirements. Time to complete the inspection should not exceed six (6) months. Compensation is as follows:

Routine Visual Inspection	
2019 – three (3) bridges: (Jefferson, S. Ward, S. Moore)	Lump Sum = \$ 17,400.00
2020 – fifteen (15) bridges:	Lump Sum = \$ 6,000.00
2020 – three (3) pedestrian bridges	Lump Sum = \$ 550.00
Load Rating Computations (if required)	Per hourly billing rates at about \$180.00 each
Updated Level A or B Scour Evaluations (if required)	Per hourly billing rates at about \$90.00 each
Data Entry and Photos into SIIMS	Per hourly billing rates at about \$115.00 each
Special Equipment	Direct Cost at about \$18,500.00

Source of Funds: \$50,000 Road Use Budgeted Item: Yes Budget Amendment Needed: No

Iowa Department of Transportation (IDOT) requires that all bridges be inspected every two years. These requirements must be met to be in compliance with IDOT inspection program and qualify for Highway Bridge Program (HBP) funding.

\$17,400.00

\$ 6,000.00

\$ 550.00

\$18,500.00

\$42,450.00 + hourly billing

\$50,000.00 Budgeted

Source of Funds: \$50,000 Road Use

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #131-2019

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF OTTUMWA AND CALHOUN-BURNS & ASSOCIATES INC. FOR PROFESSIONAL ENGINEERING SERVICES TO CONDUCT THE 2019 AND 2020 BRIDGE INSPECTIONS

WHEREAS, This agreement between the City of Ottumwa and Calhoun-Burns and Associates, Inc. for Professional Engineering Services to conduct the 2019 and 2020 Bridge Inspections; and,

WHEREAS, Iowa Department of Transportation (IDOT) requires that bridges be inspected every two years. These requirements must be met to be in compliance with IDOT inspection program and qualify for Highway Bridge Program (HBP) funding; and,

WHEREAS, The services will include the following:
- Routine inspection of twenty-one bridges
- Updates of the load rating calculation if necessary
- Updates of the scour evaluation if necessary; and,

WHEREAS, Expenses will include the following:

Routine Visual Inspection

2019 – three (3) bridges:	Lump Sum = \$17,400.00
2020 – fifteen (15) bridges:	Lump Sum = \$ 6,000.00
2020 – three (3) pedestrian bridges	Lump Sum = \$ 550.00

Load Rating Computations (if required)	Per hourly billing rates at about \$180.00 each
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Updated Level A or B Scour Evaluations (if required)	Per hourly billing rates at about \$90.00 each
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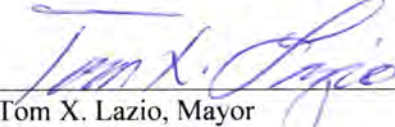
Data Entry and Photos into SIIMS	Per hourly billing rates at about \$115.00 each
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Special Equipment	Direct Cost at about \$18,500.00
-------------------	----------------------------------

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

APPROVED, PASSED, AND ADOPTED, this 4th day of June 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

AGREEMENT

THIS IS AN AGREEMENT effective as of June 4, 2019 ("Effective Date") between the City of Ottumwa Iowa ("City") and Calhoun-Burns and Associates, Inc., West Des Moines, Iowa ("Engineer"). Engineer agrees to provide the services described below to City for 2019 and 2020 bridge inspection and load rating in the City of Ottumwa, Iowa ("Assignment").

Description of Engineer's Services:

- Routine inspection of three (3) bridges for 2019 – Attachment A
- Routine inspection of eighteen (18) bridges for 2020 – Attachment B
- Includes update of the load rating calculations if necessary
- Includes update of the scour evaluation if necessary; does not include level C scour
- Includes entry of inspection data and approvals in Iowa DOT Structural Inventory and Inspection Management System (SIIMS) where required.
- Work will be in accordance with Iowa Department of Transportation and Federal Highway Administration guidelines and requirements.

City and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and City shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to City.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If City fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, Engineer may, without liability, after giving seven days written notice to City, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

3.01 Additional Services

A. If authorized by City, or if required because of changes in the Assignment, Engineer shall furnish services in addition to those set forth above.

B. City shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Assignment an amount equal to the cumulative hours charged to the Assignment by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by City to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Assignment are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to City on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by City effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Assignment materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the State of Iowa.

6.01 Successors, Assigns, and Beneficiaries

A. City and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of City and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of City and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither City nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its Citys may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents.

C. To the fullest extent permitted by law, City and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and Citys, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment, and (2) agree that Engineer's total liability to City under this Agreement shall be limited to \$10,000.00 or the total amount of compensation received by Engineer, whichever is greater.

D. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until City: (i) retains appropriate specialist Citys or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 5 inclusive together with any expressly incorporated attachment), constitutes the entire agreement between City and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment

A. Using the procedures set forth in paragraph 2.01, City shall pay Engineer as follows:

Routine Visual Inspections:

- | | |
|---|---|
| 1. 2019 Three (3) Bridges: | Lump Sum = \$ 17,400.00 |
| 2020 Fifteen (15) Bridges: | Lump Sum = \$ 6,000.00 |
| 2020 Three (3) Pedestrian Bridges: | Lump Sum = \$ 550.00 |
| 2. Load Rating Computations:
(if required) | Per Hourly Billing Rates at
about \$180.00 Each. |
| 3. Updated Level A or B Scour Evaluations:
(if required) | Per Hourly Billing Rates at
about \$90.00 Each. |
| 4. SIIMS Data Entry and Updates: | Per Hourly Billing Rates at
about \$115.00 Each. |
| 5. Special Equipment: | Direct Cost at
about \$18,500.00 |

B. The Engineer's compensation is conditioned on the time to complete the Assignment not exceeding six (6) months. Should the time to complete the assignment be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

CITY: _____
By: Tom Lazio
Tom Lazio

ENGINEER:
By: Michael A. Vander Wert
Michael A. Vander Wert, P.E.

Title: Mayor

Title: President

Date: 6/4/2019

Date: 03/12/2019

ATTESTED BY:
Christine Reinhard
Signature

Title: City Clerk

Date: 6/4/2019

(Seal)

ATTACHMENT A

**LIST OF STRUCTURES FOR
CITY OF OTTUMWA, IOWA
BRIDGE INSPECTION AND RATING PROGRAM - 2019**

1. The following bridges shall be visually inspected and completed reports submitted:

<u>FHWA No.</u>	<u>Facility Carried</u>	<u>Feature Crossed</u>	<u>Note</u>
009280	S. Ward Street	Drainage	1
009311	S. Moore Street	Drainage	1
009386	Jefferson Street	Des Moines River & RR	2, 3

Notes:

1. Routine inspection of City owned structure. Visual inspection limited to observations from bridge deck, abutment slopes, below the bridge, and City right-of-way. Photos and relevant field data will be updated in SIIMS.
2. Routine and fracture critical inspection of City owned structure. Inspection will be performed at arm's length utilizing special access equipment. Photos and relevant field data will be updated in SIIMS.
3. City to provide traffic control (road closure) for inspection. All special access equipment costs will be passed to City as a direct expense.

ATTACHMENT B

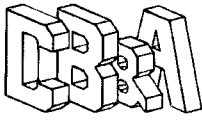
**CITY OF OTTUMWA, IOWA
BRIDGE INSPECTION AND RATING PROGRAM – 2020**

1. The following bridges shall be visually inspected and completed reports submitted:

<u>FHWA No.</u>	<u>Facility Carried</u>	<u>Feature Crossed</u>	<u>Note</u>
009191	Albia Road	Kettle Creek	1.
009280	S. Ward Street	Drainage	1.
009331	S. Sheridan Avenue	Drainage	1.
009340	Market Street	Des Moines River	1.
009351	S. Madison Avenue	Drainage	1.
050731	W. 2 nd Street	Harrows Creek	1.
503510	S. Webster Street	Stream	1.
503870	Adeline Road	Drainage	1.
503875	S. Ransom Street	Drainage	1.
----	Burlington Northern Railway	Brick Row	2.
----	IC&E Railroad	Arrison Street	2.
----	IC&E Railroad	Harrows Branch	2.
<20	Ray Street	Drainage	3.
<20	S. Milner Street	Drainage	3.
<20	Wildwood Park	Kettle Creek	3.
Pedestrian	Eisenhower Pedestrian Bridge	U.S. 63	3.
Pedestrian	Pedestrian Bridge (near Ottumwa St.)	U.S. 63	3.
Pedestrian	Pedestrian Bridge (near Richmond Ave.)	Kettle Creek	3.

Notes:

1. Routine inspection of City owned structure. Visual inspection limited to observations from bridge deck, abutment slopes, below the bridge, and City right-of-way. Photos and relevant field data will be updated in SIIMS.
2. General inspection of Railroad owned structure. Visual inspection limited to observations made from City street right-of-way under and beside structure. Inspection personnel will not go onto structure or railroad right-of-way.
3. Routine inspection of City owned structure. Visual inspection limited to observations from bridge deck, abutment slopes, below bridge, and City right-of-way.



HOURLY BILLING RATES (EFFECTIVE JULY, 2018)

PRINCIPAL OF FIRM IV	\$ 204.00 / HOUR
PRINCIPAL OF FIRM III	\$ 196.00 / HOUR
PRINCIPAL OF FIRM II	\$ 188.00 / HOUR
PRINCIPAL OF FIRM I	\$ 180.00 / HOUR
SENIOR PROJECT MANAGER IV	\$ 165.00 / HOUR
SENIOR PROJECT MANAGER III	\$ 159.00 / HOUR
SENIOR PROJECT MANAGER II	\$ 153.00 / HOUR
SENIOR PROJECT MANAGER I	\$ 147.00 / HOUR
PROJECT MANAGER IV	\$ 154.00 / HOUR
PROJECT MANAGER III	\$ 145.00 / HOUR
PROJECT MANAGER II	\$ 137.00 / HOUR
PROJECT MANAGER I	\$ 128.00 / HOUR
SENIOR PROJECT ENGINEER IV	\$ 143.00 / HOUR
SENIOR PROJECT ENGINEER III	\$ 134.00 / HOUR
SENIOR PROJECT ENGINEER II	\$ 126.00 / HOUR
SENIOR PROJECT ENGINEER I	\$ 117.00 / HOUR
PROJECT ENGINEER IV	\$ 130.00 / HOUR
PROJECT ENGINEER III	\$ 122.00 / HOUR
PROJECT ENGINEER II	\$ 115.00 / HOUR
PROJECT ENGINEER I	\$ 107.00 / HOUR
SENIOR DESIGN ENGINEER IV	\$ 118.00 / HOUR
SENIOR DESIGN ENGINEER III	\$ 110.00 / HOUR
SENIOR DESIGN ENGINEER II	\$ 101.00 / HOUR
SENIOR DESIGN ENGINEER I	\$ 93.00 / HOUR
DESIGN ENGINEER IV	\$ 110.00 / HOUR
DESIGN ENGINEER III	\$ 100.00 / HOUR
DESIGN ENGINEER II	\$ 90.00 / HOUR
DESIGN ENGINEER I	\$ 80.00 / HOUR
ENGINEER INTERN	\$ 78.00 / HOUR
SENIOR TECHNICIAN IV	\$ 120.00 / HOUR
SENIOR TECHNICIAN III	\$ 115.00 / HOUR
SENIOR TECHNICIAN II	\$ 109.00 / HOUR
SENIOR TECHNICIAN I	\$ 104.00 / HOUR
TECHNICIAN IV	\$ 105.00 / HOUR
TECHNICIAN III	\$ 101.00 / HOUR
TECHNICIAN II	\$ 97.00 / HOUR
TECHNICIAN I	\$ 93.00 / HOUR
OFFICE MANAGER	\$ 132.00 / HOUR
ADMINISTRATIVE ASSISTANT IV	\$ 90.00 / HOUR
ADMINISTRATIVE ASSISTANT III	\$ 85.00 / HOUR
ADMINISTRATIVE ASSISTANT II	\$ 78.00 / HOUR
ADMINISTRATIVE ASSISTANT I	\$ 75.00 / HOUR

MILEAGE:
EXPENSES:

CURRENT IRS STANDARD RATE
ACTUAL COST

HOURLY RATES SHALL BE ADJUSTED ANNUALLY IN ACCORDANCE WITH CONSULTING ENGINEERS' NORMAL BUSINESS PRACTICE.