

**\*\*AMENDED AGENDA  
OTTUMWA CITY COUNCIL**

REGULAR MEETING NO. 30  
Council Chambers, City Hall

November 5, 2019  
5:30 O'Clock P.M.

**PLEDGE OF ALLEGIANCE**

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 29 on October 15, 2019 as presented.
2. Acknowledge September financial statement and payment of bills as submitted by the Finance Department.
3. Promotion of two part-time drivers to full-time status due to increased ridership through contractual agreement with Logisticare for Ottumwa Transit.
4. Civil Service Commission Eligibility Lists of October 30, 2019: Police Officer – Entrance, Health Dept. Housing Code Enforcement Inspector – Entrance, PW Journeyman Electrician / HVAC Technician – Entrance, PW Master Electrician / HVAC Technician – Entrance, Beach Operations Maintenance Worker – Entrance.
5. Approve the purchase of two (2) in-car camera systems from L3 Mobile-Vision, Inc. for \$9,792.40 for the Police Department.
6. Approve the purchase of a new Vaughan Chopper pump from Allied Systems, Inc. of Omaha, NE for the quoted price of \$9,150 for WPCF.
7. Resolution No. 233-2019, approving the contract, bond and certificate of insurance for the 2020 Roofing Improvements Rebid Project.
8. Resolution No. 245-2019, setting November 19, 2019 as a date of a public hearing on the Funding Agreement for the previously established Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID).
9. Resolution No. 247-2019, authorizing the budgeted transfers for Fiscal Year 2020 Debt Payments, Equipment Replacement and Expanded Street Repair Program.
10. Beer and/or liquor applications for: Mimi's Taqueria, Inc., 707 Church St; Benchwarmers Eatery & Sports Lounge, 2209 Roemer Ave.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Presentation by Steve Dust and Kelly Genners – Riverfront Development & BUILD Grant Program.
2. Begin discussion of separation of Human Resources from Legal.

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Bid review and contract award for asbestos removal and demolition of 507 North Wapello Street.

RECOMMENDATION: Accept bid and award contract for asbestos removal and demolition of 507 North Wapello Street to Environmental Edge of Ottumwa, Iowa, for the best bid price of \$10,450.

2. Bid review and contract award for asbestos removal and demolition of 430 South Milner Street.

RECOMMENDATION: Accept bid and award contract for asbestos removal and demolition of 430 South Milner Street to Weston McKee of McKee Construction of Fairfield, Iowa, for the best bid price of \$33,700.

3. Award the contract for Beach Phase 4, RFP 7X Wood Fence Repair and authorize the Mayor Pro Tem to sign the contract.

RECOMMENDATION: Award Beach Phase 4, RFP 7X Wood Fence Repair to Ramsey Paint Contracting LLC of Ottumwa, IA, in the amount of \$4,560.

- \*\*4. Fleet Committee Update.

RECOMMENDATION: Receive presentation from PW Dir. on the Fleet Committee.

#### G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the sale of City owned property located at 216 North Marion in the City of Ottumwa, Wapello County, Iowa.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 224-2019, accepting the offer and approving the sale of 216 North Marion to John and Noma Woudenberg for the sum of \$501.

RECOMMENDATION: Pass and adopt Resolution No. 224-2019.

2. This is the time, place and date set for a public hearing on the proposed renovation and disposal of 307 East Main in the City of Ottumwa, Wapello County, Iowa to R.G. Property, LLC.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 244-2019, approving a Development Agreement with R.G. Property, LLC for the renovation of 307 East Main Street and authorizing the sale of 307 East Main Street in the City of Ottumwa, Wapello County, Iowa to R.G. Property, LLC for the sum of \$1.

RECOMMENDATION: Pass and adopt Resolution No. 244-2019.

#### H. RESOLUTIONS:

1. Resolution No. 239-2019, approving Policy No. 71: Pre-employment reimbursement contracts for certified police officers and authorize the Police Chief and/or Human Resources Director to execute such contracts on behalf of the City of Ottumwa; and to ratify existing contracts.

RECOMMENDATION: Pass and adopt Resolution No. 239-2019.

2. Resolution No. 240-2019, authorizing Mayor Pro Tem to execute Iowa DOT Preconstruction Agreement No. 2019-4-167 for PCC Pavement, Pedestrian Tunnel and Traffic Signal work in connection with the US 63 reconstruction project at River Road/County Road J12 and Mary Street.

RECOMMENDATION: Pass and adopt Resolution No. 240-2019.

3. Resolution No. 242-2019, authorizing Mayor Pro Tem to execute EOR Iowa Proposal for Wetland, T & E, and Preliminary Cultural Resources Investigations for CSO, Phase 8, Blake's Branch, Division 2 and 3.

RECOMMENDATION: Pass and adopt Resolution No. 242-2019.

4. Resolution No. 243-2019, approving waiving the monthly rent paid by Archangel Services, LLC, the Fixed Based Operator at the Ottumwa Regional Airport, for the 2019 calendar year.

RECOMMENDATION: Pass and adopt Resolution No. 243-2019.

5. Resolution No. 248-2019, approving the Professional Services Agreement between the City of Ottumwa and Garden & Associates for the East Woodland Avenue Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 248-2019.

6. Resolution No. 249-2019, accept a gift of real estate from Donald L. Jones and Connie L. Jones, D/B/A J & J Rents, LLC, at 319 West Fifth Street in the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 249-2019.

7. Resolution No. 250-2019, approving Change Order No. 1 for the Ottumwa Main Street (Downtown Streetscape) Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 250-2019.

8. Resolution No. 251-2019, approving Change Order No. 1 and accepting the work as final and complete for the 2019 RFP #5, Elm Street Force Main Repair and authorizing final payment to DC Concrete and Construction, LLC in the amount of \$17,220.

RECOMMENDATION: Pass and adopt Resolution No. 251-2019.

9. Resolution No. 252-2019, awarding the contract for the WPCF Gatewell Conversion Project to Minturn, Inc. of Brooklyn, Iowa in the amount of \$35,500.

RECOMMENDATION: Pass and adopt Resolution No. 252-2019.

10. Resolution No. 253-2019, approve the repair of a Flygt Model 3306-665 pump from Electric Pump of Des Moines, IA for the quoted price of \$42,837.45 to rebuild one of four Elm Street Lift Station Pumps.

RECOMMENDATION: Pass and adopt Resolution No. 253-2019.

I. ORDINANCES:

1. Ordinance No. 3169-2019, amending Chapter 26, entitled Parks and Recreation, by inserting a new section 26-28, regarding the use of bows and arrows on public park ground, to the Municipal Code of the City of Ottumwa, Iowa.

RECOMMENDATION:

- A) Pass the first consideration of Ordinance No. 3169-2019.
- B) Waive the second and third consideration, pass and adopt Ordinance No. 3169-2019.

J. PUBLIC FORUM:

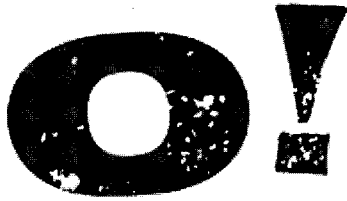
The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting 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. \*\*\***

\*\*Added Item F-4, Fleet Committee Update, to the Agenda.



[ CITY OF ]

OTTUMWA

**FAX COVER SHEET**

City of Ottumwa

DATE: 11/01/19 TIME: 3:00 PM NO. OF PAGES 5  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

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

MEMO: Amended Agenda for the Regular City Council Meeting #30 to be held on 11.5.19

---

---

---

---

---

---

---

---

---

---

\*\*\*\*\*  
\*\*\* FAX MULTI TX REPORT \*\*\*  
\*\*\*\*\*

JOB NO. 0943  
DEPT. ID 4717  
PGS. 5  
TX INCOMPLETE -----  
TRANSACTION OK 916606271885  
ERROR 96847834  
916416828482

KTVO  
Ottumwa Courier  
Tom FM



[ CITY OF ]  
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 11/01/19 TIME: 3:00 PM NO. OF PAGES 5  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

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

MEMO: Amended Agenda for the Regular City Council Meeting #30 to be held on 11.5.19

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

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

JOB NO.	0943	
DEPT. ID	4717	
ST. TIME	11/01 14:50	
SHEETS	5	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	916606271885	KTVO
ERROR	96847834	Ottumwa Courier
	916416828482	Tom FM



**FAX COVER SHEET**

City of Ottumwa

DATE: 11/01/19 TIME: 3:00 PM NO. OF PAGES 5  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

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

MEMO: Amended Agenda for the Regular City Council Meeting #30 to be held on 11.5.19

---



---



---



---



---



---

TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 30  
Council Chambers, City Hall

November 5, 2019  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Streeby, Berg, Roe, Stevens and Mayor Pro Tem Dalbey.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 29 on October 15, 2019 as presented.
  2. Acknowledge September financial statement and payment of bills as submitted by the Finance Department.
  3. Promotion of two part-time drivers to full-time status due to increased ridership through contractual agreement with Logisticare for Ottumwa Transit.
  4. Civil Service Commission Eligibility Lists of October 30, 2019: Police Officer – Entrance, Health Dept. Housing Code Enforcement Inspector – Entrance, PW Journeyman Electrician / HVAC Technician – Entrance, PW Master Electrician / HVAC Technician – Entrance, Beach Operations Maintenance Worker – Entrance.
  5. Approve the purchase of two (2) in-car camera systems from L3 Mobile-Vision, Inc. for \$9,792.40 for the Police Department.
  6. Approve the purchase of a new Vaughan Chopper pump from Allied Systems, Inc. of Omaha, NE for the quoted price of \$9,150 for WPCF.
  7. Resolution No. 233-2019, approving the contract, bond and certificate of insurance for the 2020 Roofing Improvements Rebid Project.
  8. Resolution No. 245-2019, setting November 19, 2019 as a date of a public hearing on the Funding Agreement for the previously established Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID).
  9. Resolution No. 247-2019, authorizing the budgeted transfers for Fiscal Year 2020 Debt Payments, Equipment Replacement and Expanded Street Repair Program.
  10. Beer and/or liquor applications for: Mimi's Taqueria, Inc., 707 Church St; Benchwarmers Eatery & Sports Lounge, 2209 Roemer Ave.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Presentation by Steve Dust and Kelly Genners – Riverfront Development & BUILD Grant Program.
2. Begin discussion of separation of Human Resources from Legal.

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Bid review and contract award for asbestos removal and demolition of 507 North Wapello Street.



RECOMMENDATION: Accept bid and award contract for asbestos removal and demolition of 507 North Wapello Street to Environmental Edge of Ottumwa, Iowa, for the best bid price of \$10,450.

2. Bid review and contract award for asbestos removal and demolition of 430 South Milner Street.

RECOMMENDATION: Accept bid and award contract for asbestos removal and demolition of 430 South Milner Street to Weston McKee of McKee Construction of Fairfield, Iowa, for the best bid price of \$33,700.

3. Award the contract for Beach Phase 4, RFP 7X Wood Fence Repair and authorize the Mayor Pro Tem to sign the contract.

RECOMMENDATION: Award Beach Phase 4, RFP 7X Wood Fence Repair to Ramsey Paint Contracting LLC of Ottumwa, IA, in the amount of \$4,560.

#### G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the sale of City owned property located at 216 North Marion in the City of Ottumwa, Wapello County, Iowa.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 224-2019, accepting the offer and approving the sale of 216 North Marion to John and Noma Woudenberg for the sum of \$501.

RECOMMENDATION: Pass and adopt Resolution No. 224-2019.

2. This is the time, place and date set for a public hearing on the proposed renovation and disposal of 307 East Main in the City of Ottumwa, Wapello County, Iowa to R.G. Property, LLC.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 244-2019, approving a Development Agreement with R.G. Property, LLC for the renovation of 307 East Main Street and authorizing the sale of 307 East Main Street in the City of Ottumwa, Wapello County, Iowa to R.G. Property, LLC for the sum of \$1.

RECOMMENDATION: Pass and adopt Resolution No. 244-2019.

#### H. RESOLUTIONS:

1. Resolution No. 239-2019, approving Policy No. 71: Pre-employment reimbursement contracts for certified police officers and authorize the Police Chief and/or Human Resources Director to execute such contracts on behalf of the City of Ottumwa; and to ratify existing contracts.

RECOMMENDATION: Pass and adopt Resolution No. 239-2019.

2. Resolution No. 240-2019, authorizing Mayor Pro Tem to execute Iowa DOT Preconstruction Agreement No. 2019-4-167 for PCC Pavement, Pedestrian Tunnel and Traffic Signal work in connection with the US 63 reconstruction project at River Road/County Road J12 and Mary Street.

RECOMMENDATION: Pass and adopt Resolution No. 240-2019.

3. Resolution No. 242-2019, authorizing Mayor Pro Tem to execute EOR Iowa Proposal for Wetland, T & E, and Preliminary Cultural Resources Investigations for CSO, Phase 8, Blake's Branch, Division 2 and 3.

RECOMMENDATION: Pass and adopt Resolution No. 242-2019.

4. Resolution No. 243-2019, approving waiving the monthly rent paid by Archangel Services, LLC, the Fixed Based Operator at the Ottumwa Regional Airport, for the 2019 calendar year.

RECOMMENDATION: Pass and adopt Resolution No. 243-2019.

5. Resolution No. 248-2019, approving the Professional Services Agreement between the City of Ottumwa and Garden & Associates for the East Woodland Avenue Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 248-2019.

6. Resolution No. 249-2019, accept a gift of real estate from Donald L. Jones and Connie L. Jones, D/B/A J & J Rents, LLC, at 319 West Fifth Street in the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 249-2019.

7. Resolution No. 250-2019, approving Change Order No. 1 for the Ottumwa Main Street (Downtown Streetscape) Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 250-2019.

8. Resolution No. 251-2019, approving Change Order No. 1 and accepting the work as final and complete for the 2019 RFP #5, Elm Street Force Main Repair and authorizing final payment to DC Concrete and Construction, LLC in the amount of \$17,220.

RECOMMENDATION: Pass and adopt Resolution No. 251-2019.

9. Resolution No. 252-2019, awarding the contract for the WPCF Gatewell Conversion Project to Minturn, Inc. of Brooklyn, Iowa in the amount of \$35,500.

RECOMMENDATION: Pass and adopt Resolution No. 252-2019.

10. Resolution No. 253-2019, approve the repair of a Flygt Model 3306-665 pump from Electric Pump of Des Moines, IA for the quoted price of \$42,837.45 to rebuild one of four Elm Street Lift Station Pumps.

RECOMMENDATION: Pass and adopt Resolution No. 253-2019.

#### I. ORDINANCES:

1. Ordinance No. 3169-2019, amending Chapter 26, entitled Parks and Recreation, by inserting a new section 26-28, regarding the use of bows and arrows on public park ground, to the Municipal Code of the City of Ottumwa, Iowa.

- RECOMMENDATION:      A) Pass the first consideration of Ordinance No. 3169-2019.  
                                  B) Waive the second and third consideration, pass and adopt  
                                  Ordinance No. 3169-2019.

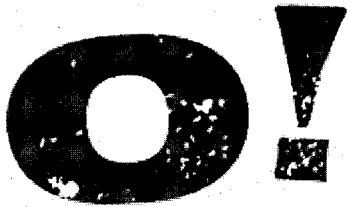
J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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



[ CITY OF ]

OTTUMWA

**FAX COVER SHEET**

City of Ottumwa

DATE: 11/01/19 TIME: 8:30 AM NO. OF PAGES 5  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #30 to be held on 11/05/19

---

---

---

---

---

---

---

---

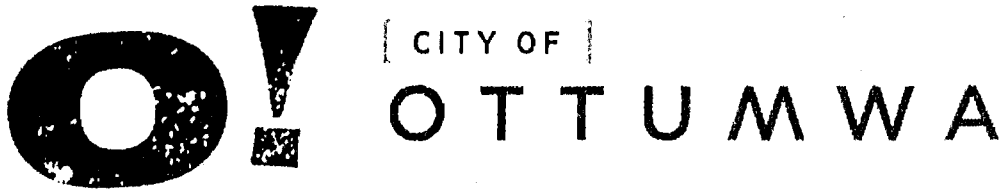
---

---

\*\*\*\*\*  
\*\*\* FAX MULTI TX REPORT \*\*\*  
\*\*\*\*\*

JOB NO. 0938  
DEPT. ID 4717  
PGS. 5  
TX INCOMPLETE -----  
TRANSACTION OK 96847834  
916606271885  
ERROR 916416828482

Ottumwa Courier  
KTVO  
Tom FM



FAX COVER SHEET

City of Ottumwa

DATE: 11/01/19 TIME: 8:30 AM NO. OF PAGES 5  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #30 to be held on 11/05/19

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

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

JOB NO.	0938	
DEPT. ID	4717	
ST. TIME	11/01 08:25	
SHEETS	5	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	96847834	Ottumwa Courier
	916606271885	KTVO
ERROR	916416828482	Tom FM



**FAX COVER SHEET**

City of Ottumwa

DATE: 11/01/19 TIME: 8:30 AM NO. OF PAGES 5  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #30 to be held on 11/05/19

---



---



---



---



---



---

OTTUMWA CITY COUNCIL MINUTES **Item No. B.-1.**

REGULAR MEETING NO. 29  
Council Chambers, City Hall

October 15, 2019  
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

Present were Council Member Stevens, Streeby, Roe and Mayor Pro Tem Dalbey. Council Member Berg was absent.

Roe moved, seconded by Stevens to approve the following consent agenda items and tabling Item B-7, Res. No. 233-2019, approving the contract, bond and cert. of insurance for the 2020 Roofing Improv. Rebid Project: Mins. from Reg. Mtg No. 27 on Oct. 1, 2019 and Special Mtg. No. 28 on Oct. 8, 2019 as presented; Approve the appointment of Brad Serterh to the position of Engineering Design Tech. I effective Oct. 21, 2019; Res. No. 223-2019, setting Nov. 5, 2019 as the date of a public hearing on the disposition of city owned property located at 216 N. Marion to John and Noma Woudenberg; Res. No. 226-2019, setting Nov. 22, 2019 as the time and place for receipt of Proposals and Development Agts. for the renovation of 203 E. Main/116 S. Market and setting Dec. 3, 2019 as a public hearing on the intent to dispose of real property located at 203 E. Main/116 S. Market; Res. No. 229-2019, authorizing the purchase of six (6) sets of turnout gear for \$11,957.25 from Sandry Fire Supply for the Fire Dept.; Res. No. 230-2019, authorizing the purchase of thirty-two (32) winter parkas for \$7,542.40 from Galls Inc. for the Fire Dept.; Res. No. 234-2019, approving the contract, bond and cert. of ins. for the Beach Ph. 4, Shade Structures Installation Project; Res. No. 237-2019, approve the purchase of a 2019 Dodge Ram 1500 Crew Cab in the amount of \$24,306 from Stew Hanson Dodge for the Sewer Dept.; Res. No. 238-2019, approve the purchase of a ProTech Snow pusher in the amount of \$4,360.50 from Martin Equip. for the PW Dept. All ayes.

Roe moved, seconded by Streeby to approve the agenda as presented. All ayes.

Interim City Admin. Lazio reported on the rental FBO Agt. with Archangel. With the runway being shutdown (starting April 2019) for reconstruction, they show a loss for 2019. Interim City Admin. Lazio recommends that Council forgives Archangel's yearly rent (\$9,400) due to this setback and would like to look at year-end figures to review and/or amend the contract going forward. City Attorney Keith will prepare documents for the next council mtg. for approval.

Andy Wartenberg, CVB Dir. presented update on initiatives including updated marketing material, conferences that are coming to Ottumwa, signature dish restaurant Instagram campaign, event support, marketing partnerships, travel/event economic impact model results, travel writers/bloggers family trip Oct. 21-23, 2019, gaming initiatives, regional marketing the Iowa Harvest and History Getaway Oct. 1-3, 2020 and a 8% increase in hotel/motel tax distribution from the previous yr.

Tim Richmond, Iowa Emergency Mgmt. Wapello County Coordinator presented Hazard Mitigation Planning. Wapello County's plan was adopted by each jurisdiction in 2015 and is set to expire in 2020. Wapello County Emergency Mgmt. has contracted with Area 15 RPC to review and update the plan to submit for approval to FEMA in 2020. To make the updating process simpler, Area 15 RPC and Wapello County EMA have developed an annual survey to be completed by municipalities. This yearly update will allow for data to be gathered before loss of information from turnover or staff and/or elected officials. It will also eliminate the need for additional mtgs. during the process. Asking for all council members, admin., dept. heads (city) to complete the survey and return to either RPC or Mr. Richmond by Oct.31, 2019.

Larry Seals, PW Dir. presented on Streets, selection and cost. Items of note: coordinate street improvements in an efficient manner by looking at future municipal and utility work to try and defer certain areas if we know it will be under construction sometime in the future; review all funding options to determine funding levels for each street classification and identify grant funding that can be applied for; as with most municipalities, our infrastructure needs far exceed our revenue sources; even when a plan is in place, the timeline can change based upon outside sources.

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

Streeby moved, seconded by Roe to approve the Agt. between the City of Ottumwa and Allendar Butzke Engineers, Inc. for Geotechnical Engineering Services in connection with CSO, Ph. VIII, Div. 1, Blake's Branch sewer separation project, and authorize the mayor pro tem to sign. PW Dir. Seals reported total estimate for scope of services is \$7,600. All ayes.

Roe moved, seconded by Streeby to authorize the Ottumwa Police Dept. to increase their fleet by accepting the transfer of three (3) forfeited vehicles from the SE IA Inter-Agency Drug Task Force. Police Chief McAndrew reported these three vehicles will be used in daily operations by the OPD investigations unit. The only cost to the City will be for licensing, insurance and maintenance. All ayes.

Presentation on WPCF Change of Operations and Effect on Capacity. PW Dir. Seals introduced Phillip Burgmeier, Asst. City Engineer and Brian Bakke, PE, HDR. Review the operational cost differences between operating the Ottumwa WPCF in ammonia nitrification process and the designed BOD removal process and compare plant capacity and process efficiency. It was determined during the Head Works analysis which is required by IDNR that when the existing plant was operated in the ammonia nitrification mode this process reduced the plant loading capacity from the designed permitted load of 11,613 pounds of BOD based on approved IDNR mix-liquor strengths to 7,400 pounds. To continue in this operational mode and regain the original designed loading would have required the construction of additional tankage costing between 3 and 3.5 Million Dollars. It was determined that by operating in the original BOD treatment mode that we could regain our design capacity, reduce our operating expenses, extend our useful equipment life and if in the future a need arises for additional load demand the plant could be rerated with limited capital investment. Cost savings \$20,000 per year for sludge hauling and \$44,000 per year for electrical cost have been identified.

This was the time, place and date set for a public hearing on the proposed revocation of an Easement and the demo of a storage unit adjacent to city-owned property located at 203 E. Main / 116 S. Market in Ottumwa, IA. City Attorney Keith reported that the previous owners required the easement in order to construct a small metal shed that is no longer needed and the current owners are requesting the easement be released and revoked so they can utilize this area for parking for their tenants. No objections were received. Roe moved, seconded by Streeby to close the public hearing. All ayes.

Streeby moved, seconded by Stevens that Res. No. 225-2019, approving the revocation of an easement for a storage unit adjacent to city-owned property located at 203 E. Main / 116 S. Market in Ottumwa, IA, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the plans, specifications, form of contract and est. cost for the WPCF-Gatewell Conversion Proj. Asst. City Engineer Burgmeier reported this proj. consists of converting gatewell structures at the ends of Market and Jefferson Streets into manholes. Bids are due Oct. 30, 2019 at 2:00 P.M. Construction on this project is expected to commence when the river falls to a workable level and shall be substantially complete within 20 working days. Engineer's opinion



of cost is \$34,000. No objections were received. Streeby moved, seconded by Roe to close the public hearing. All ayes.

Roe moved, seconded by Streeby that Res. No. 235-2019, approving the plans, specifications, form of contract, and est. cost for the WPCF – Gatewell Conversion Project, be passed and adopted. All ayes.

Roe moved, seconded by Stevens that Res. No. 227-2019, authorizing Mayor Pro Tem Matt Dalbey to sign an agt. with Moulder & Associates/Midwest Municipal Consulting, a search firm, to assist in the recruitment and hiring of a City Admin., be passed and adopted. City Attorney Keith reported that requests for proposals were solicited from seven executive search firms and we received three written proposals. This process could take a minimum of three to six months. Moulder & Associates/Midwest Municipal Consulting's proposed fees of \$14,500 comes with a 12 month guarantee. Bill Moulder and Elizabeth Hanson reported that they plan on starting work this week to gather information from the City to help guide them in the selection process. All ayes.

Streeby moved, seconded by Roe that Res. No. 228-2019, accepting CO No. 1 for the Airport Runway 13/31 Runway Reconstruction Project providing for the Instrument Landing System at the Ottumwa Reg. Airport, be passed and adopted. City Attorney Keith reported the FAA recently provided details of the new PAPIs (Precision Approach Path Indicator) and MALSR (Medium Intensity Approach Lighting System) that need to be included as part of this project. The cost for this portion is \$423,265 of which the FAA pays 90%, leaving the City responsible for 10% or \$42,326. The Airport Adv. Brd. reviewed and approved this CO at their mtg. on 10/8/19. All ayes.

Roe moved, seconded by Streeby that Res. No. 231-2019, approving CO No. 1 and accepting the Apron Improvement Project at the Ottumwa Reg. Airport as complete and authorizing final pymt. to the contractor, be passed and adopted. City Attorney Keith reported CO No. 1 increases the contract by \$7,708.75 making the final project cost \$286,150, of which the City is responsible for 15%. All ayes.

Streeby moved, seconded by Roe that Res. No. 232-2019, accepting the work as final and complete for the Beach Reno. – Ph. 3 Project – 2018, Contract A and approving the final payment to RG Construction in the amount of \$10,773.45, be passed and adopted. Parks & Rec Dir. Rathje reported Contract A involved concrete repairs consisting of replacement of concrete decking and sidewalk around the Wave Pool including concrete demo and horizontal concrete placement. All ayes.

Roe moved, seconded by Streeby to pass the first consideration of Ord. No. 3168-2019, amending Ch. 25, entitled Public Offenses, of the Municipal Code of Ord. for the City of Ottumwa, IA, and redefining Disorderly Conduct as a City offense. City Attorney Keith reported this proposed amended city ordinance redefines the definition of Disorderly Conduct that meets Constitutional requirements. All ayes.

Streeby moved, seconded by Stevens to waive the second and third considerations, pass and adopt Ord. No. 3168-2019. All ayes.

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

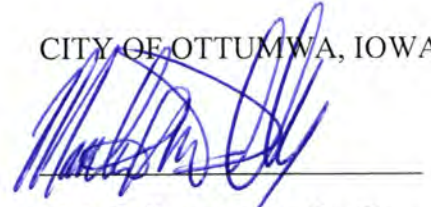
Interim City Admin. Lazio wanted to remind Council that we will hold a special mtg. on Nov. 14 starting at 5:30 P.M. for our Comp. Plan; Waiting for letter from federal railway system for the completed quiet zones; Forum this Thurs. (10/17) in council chambers for the four candidates running for City Council;

Forum on 10/24 at Evans for candidates running for School Brd.; Recognize Kristi McDowell as she fills in as Interim Finance Dir.

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

Adjournment was at 6:55 P.M.


CITY OF OTTUMWA, IOWA



\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:



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

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00198	ABC PEST CONTROL INC.	203564	09/20/2019	42.95	BLDG MAINT & REPAIR
00320	ACCO	203565	09/20/2019	1,037.40	OPERATING SUPPLIES
00670	ADULT SOFTBALL ASSOCIATIO	203677	09/27/2019	2,000.00	CAPITAL IMPROVEMENTS
00688	AFSCME/IA COUNCIL 61	203566	09/20/2019	141.00	LIBRARY UNION DUES PAYABL
00800	AHLERS & COONEY P.C.	203366	09/06/2019	4,641.90	LEGAL FEES
00855	AIRGAS USA LLC	203367	09/06/2019	240.39	SUSTENANCE SUPPLIES
01700	ALLIANT ENERGY/IPL	203472	09/13/2019	117,151.47	ELECTRIC
02080	ALTORFER INC.	203369	09/06/2019	2,834.17	OTHER MAINT & REPAIR
03611	AMERICAN RED CROSS	203568	09/20/2019	600.00	TRAINING
03637	AMERICAN SOCIETY OF	203679	09/27/2019	265.00	DUES & MEMBERSHIPS
05116	ARAMARK	203569	09/20/2019	352.20	JANITORIAL
05117	ARAMARK	203474	09/13/2019	18.93	SUSTENANCE SUPPLIES
05124	ARCHANGEL SERVICES, LLC	203370	09/06/2019	3,100.00	MISC CONTRACT WORK
05455	NURKY ARRIAGA	203570	09/20/2019	50.00	REFUNDS
05668	A-TEC RECYCLING INC	203371	09/06/2019	1,119.53	HAZARDOUS WASTE DISPOSAL
05681	ATLANTIC BOTTLING COMPANY	203571	09/20/2019	50.00	REFUNDS
05700	ATOMIC TERMITE & PEST	203475	09/13/2019	195.00	RAMP MAINT & REPAIR
05860	AUTOZONE INC	203372	09/06/2019	307.98	VHCL MTCE SUPPLIES
06006	BP	203756	09/26/2019	3,074.23	VHCL-FUEL
06481	BAILEY OFFICE OUTFITTERS	203374	09/06/2019	908.49	OFFICE SUPPLIES
06780	BAKER & TAYLOR	203573	09/20/2019	30.22	LIBRARY MAT.-JAMES ESTATE
07010	BARCO MUNICIPAL PROD INC	203574	09/20/2019	269.00	STREET MAINT SUPPLIES
07016	BARKER LEMAR ENGINEERING	203575	09/20/2019	42,706.15	ENGINEERING
07873	JASON BELL	203576	09/20/2019	120.00	TRAVEL & CONFERENCE
07879	CORY BENGE	203577	09/20/2019	16.00	TRAVEL & CONFERENCE
08001	HOLLY BERG	203578	09/20/2019	299.60	TRAVEL & CONFERENCE
09341	BLACKHAWK BODYSHOP AND	203579	09/20/2019	696.00	EQUIP REPAIR
09360	BLACK'S TIRE COMPANY LLC	203476	09/13/2019	15.00	VHCL MTCE SUPPLIES
09515	BLOOMFIELD COMMUNICATIONS	203477	09/13/2019	48.62	TELEPHONE/IT
09522	WELLMARK BC & BS OF IOWA	203580	09/20/2019	22,529.80	MEDICARE PREMIUMS
11298	SERENA BRECKENRIDGE	203375	09/06/2019	50.00	REFUNDS
11496	BRIDGE CTY SANITATION LLC	203581	09/20/2019	141,222.30	SANITATION
11506	BRIDGE VIEW CENTER	203757	09/26/2019	89,110.50	MANAGEMENT SERVICES
12500	BUB'S TREE CARE	203683	09/27/2019	9,250.00	TREE TRIMMING
12971	PHILLIP BURGMEIER	203583	09/20/2019	188.00	TRAVEL & CONFERENCE
13607	CFI TIRE SERVICE	203480	09/13/2019	34.00	VHCL MTCE SUPPLIES
13609	CIT	203584	09/20/2019	281.95	PHOTOCOPIES
13646	CALHOUN-BURNS & ASSOC INC	203377	09/06/2019	15,313.83	ENGINEERING
14318A	CAPITAL CITY EQUIPMENT CO	203481	09/13/2019	1,381.08	VHCL MTCE SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	203468	09/10/2019	3,116.13	TOOLS & SMALL EQUIP
15787	CASE FACE PAINTING	203685	09/27/2019	150.00	PROGRAM SUPPLIES
16265	CENTER POINT LARGE PRINT	203482	09/13/2019	85.08	LIBRARY MAT.-JAMES ESTATE
16300	CENTRAL IOWA FASTENERS	203686	09/27/2019	478.91	MISCELLANEOUS
16402	CENTURYLINK	203380	09/06/2019	4,173.10	TELEPHONE/IT
16403	CENTURYLINK	203589	09/20/2019	206.03	TELEPHONE/IT
16417	EBONY CHAMBERS	203687	09/27/2019	100.00	REFUNDS
17520	CHRISTY CONSTRUCTION CO	203675	09/20/2019	13,539.83	MISCELLANEOUS
17620	CINTAS CORPORATION	203381	09/06/2019	48.31	SUSTENANCE SUPPLIES
17621	CINTAS	203688	09/27/2019	157.10	BLDG MAINT & REPAIR
18379	CLEMONS INC OF OTTUMWA	203484	09/13/2019	210.87	VHCL MTCE SUPPLIES
18502	CLUB SENTRY SOFTWARE	203382	09/06/2019	32.95	TECHNOLOGY SERVICES
18825	CHRIS COBLER	203383	09/06/2019	44.00	TRAVEL & CONFERENCE
18980	COLLECTION SERVICES	203591	09/20/2019	4,293.12	CHILD SUPPORT PAYABLE
19779	COMMUNITY 1ST CREDIT UNIO	203592	09/20/2019	100.00	REFUNDS

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
20329	RICHARD OR KRIS CONLEY	203485	09/13/2019	400.00	JANITORIAL
20332	CONFLUENCE, INC	203486	09/13/2019	9,517.57	CONTRACTUAL SERVICES
21257	JESSICA CORTES	203689	09/27/2019	35.00	REFUNDS
21825	CREDIT UNION	203594	09/20/2019	39,780.88	CREDIT UNION PAYABLE
21842	CRESCENT ELECTRIC SUP CO	203386	09/06/2019	620.66	STREET MAINT SUPPLIES
22020	DAN CROSSMON	203595	09/20/2019	68.89	SUSTENANCE SUPPLIES
22457	DC CONCRETE & CONST. LLC	203596	09/20/2019	16,700.00	MISCELLANEOUS
22469	DJ CLEANING COMPANY	203387	09/06/2019	1,900.00	JANITORIAL
22595	MATT DALBEY	203597	09/20/2019	326.80	TRAVEL & CONFERENCE
22608	DANI'S AUTO SUPPLY LLC	203391	09/06/2019	5,598.28	VHCL MTCE SUPPLIES
22706	D.A.R.E. IOWA	203392	09/06/2019	200.00	TRAINING
23032	JO ANNE DAVIS	203487	09/13/2019	55.69	OPERATING SUPPLIES
23962A	DELONG CONSTRUCTION, INC.	203690	09/27/2019	250,171.53	CELL DEVELOPMENT
23985	DENISES ALTERATIONS	203598	09/20/2019	45.00	SUSTENANCE SUPPLIES
24325	DEMCO, INC	203691	09/27/2019	626.91	OPERATING SUPPLIES
24330	DERANS TOWING SERVICE	203599	09/20/2019	250.00	STATE TOWING/STORAGE FEES
24341	KYLE DERONDE	203692	09/27/2019	118.00	TRAVEL & CONFERENCE
24863	CHANCE DICKINSON	203693	09/27/2019	35.00	REFUNDS
25390	R. D. DRENKOW & CO INC	203600	09/20/2019	4,183.62	R.D. DRENKOW/FLEX PAY
25593	DXP ENTERPRISES, INC.	203694	09/27/2019	21.68	VHCL MTCE SUPPLIES
26640	ECOSYSTEMS INC	203488	09/13/2019	8,109.00	SLUDGE HAULING
27005	ELECTRIC PUMP, INC.	203601	09/20/2019	27,786.40	OTHER MAINT & REPAIR
27010	ELECTRICAL ENGINEERING &	203394	09/06/2019	1,753.34	BLDG MAINT & REPAIR
27272	ELLIOTT BULK SERVICES LLC	203489	09/13/2019	7,279.43	VHCL MTCE SUPPLIES
27280	ELLIOTT OIL COMPANY	203490	09/13/2019	15,177.47	VHCL-FUEL
27521	EMERGENCY SERVICES	203603	09/20/2019	810.00	SUSTENANCE SUPPLIES
27786	ENVIRONMENTAL PRODUCTS &	203395	09/06/2019	2,410.25	STREET MAINT SUPPLIES
27789	ENVIRONMENTAL EDGE	203695	09/27/2019	260.00	CONTRACTUAL SERVICES
28208A	EUROFINS TESTAMERICA	203696	09/27/2019	1,702.58	LAB SUPPLIES
28610	EYES & EARS	203396	09/06/2019	825.00	PUBLIC INFORMATION
29300	FASTENAL COMPANY	203492	09/13/2019	977.24	MISCELLANEOUS
29630	SONJA FERRELL	203397	09/06/2019	1,600.00	TRAINING
29829	FIDELITY SECURITY LIFE	203605	09/20/2019	3,052.79	AVESIS PAYABLE
30119	FIRESTONE COMPLETE AUTO C	203698	09/27/2019	82.44	VHCL MTCE SUPPLIES
30120	FIRE SERVICE TRAINING	203398	09/06/2019	233.00	BOOKS FILMS RECORDING/ART
30148	FIREMANS ASSC	203606	09/20/2019	1,766.10	FIRE UNION DUES PAYABLE
30560	FISHER SCIENTIFIC	203399	09/06/2019	2,899.14	OTHER SMALL CAPITAL
31459	GRP & ASSOCIATES	203607	09/20/2019	97.00	HAZARDOUS WASTE DISPOSAL
31682	GALLS LLC-DBA CARPENTER	203494	09/13/2019	2,689.11	SUSTENANCE SUPPLIES
32443	BRETT GEIGER	203758	09/26/2019	6,478.65	CDBG MASTER FACADE II
32656	MARY GETTINGS	203401	09/06/2019	50.00	REFUNDS
33199	GRACE INDUSTRIES, INC.	203699	09/27/2019	1,669.23	SUSTENANCE SUPPLIES
33635	GREAT WESTERN SUPPLY CO	203402	09/06/2019	1,151.30	TOOLS & SMALL EQUIP
33648	GREATER OTTUMWA PARTNERS	203700	09/27/2019	10,000.00	CONTRACTUAL SERVICES
34900	HAMILTON PRODUCE COMPANY.	203495	09/13/2019	352.05	STREET MAINT SUPPLIES
34966	HARDY DIAGNOSTICS	203608	09/20/2019	49.34	LAB SUPPLIES
35430	HARRISON MORELAND WEBBER	203701	09/27/2019	3,450.00	LEGAL FEES
36074	HAWKEYE ENVIRONMENTAL	203404	09/06/2019	1,725.00	CONTRACTUAL SERVICES
36302	HEARTLAND HUMANE SOCIETY	203496	09/13/2019	684.00	OTHER PROF SERV
36850	HELMUTH REPAIR, INC.	203702	09/27/2019	1,720.00	OTHER SMALL EQUIPMENT
37476	HILL PRODUCTIONS & MEDIA	203497	09/13/2019	148.00	ADVERT/LEGAL PUBL
37560	HINDMAN PERSON HEATING	203703	09/27/2019	475.00	BUILDING MAINTENANCE REPA
39438	HY-VEE ACCOUNTS RECEIVABL	203609	09/20/2019	67.68	OPERATING SUPPLIES
40024A	IAWEA & CITY OF AMES	203499	09/13/2019	90.00	TRAINING

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
41480	ICMA RETIREMENT TRUST 457	203610	09/20/2019	3,967.52	ICMA DEF COMP PAYABLE
41505	IMWCA	203611	09/20/2019	20,473.77	WORKMENS COMPENSATION
41600	IDEAL READY MIX	203406	09/06/2019	24,716.90	STREET MAINT SUPPLIES
41614	IDEXX DISTRIBUTION INC	203705	09/27/2019	968.69	LAB SUPPLIES
41920A	INDUSTRIAL CHEMICAL	203407	09/06/2019	100.00	MISC CONTRACT WORK
41925	INDUSTRIAL MEDICINE	203500	09/13/2019	538.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	203613	09/20/2019	721.54	CONTRACTUAL SERVICES
42160	INGRAM LIBRARY SERVICES	203707	09/27/2019	4,107.97	LIBRARY MAT.-JAMES ESTATE
43265	INTERSTATE BATTERY	203409	09/06/2019	310.85	VHCL MTCE SUPPLIES
43275	INTERSTATE INDUS. SERVICE	203708	09/27/2019	23.76	VHCL MTCE SUPPLIES
43372	IOWA CHAPTER - IAAI INC	203615	09/20/2019	280.00	TRAVEL & CONFERENCE
43460	IOWA COMM ASSURANCE POOL	203709	09/27/2019	529.95	INSURANCE CLAIMS
43497	IOWA DEPT AGRICULTURE	203710	09/27/2019	168.00	PERMITS
43569	IOWA FREEDOM OF	203502	09/13/2019	45.00	PRINTING
43838	IOWA IAI %CORTNEY WATSON	203410	09/06/2019	500.00	TRAINING
43880A	IA LAW ENFORCEMENT ACADEM	203711	09/27/2019	13,750.00	TRAINING
43901	IOWA LEAGUE OF CITIES	203411	09/06/2019	60.00	TRAVEL & CONFERENCE
43999	IOWA ONE CALL	203503	09/13/2019	219.60	TELEPHONE/IT
44037	IOWA PRISON INDUSTRIES	203712	09/27/2019	711.43	STREET MAINT SUPPLIES
44055	IOWA RURAL WATER ASSC	203713	09/27/2019	150.00	TRAINING
45057	J & J MOWING	203617	09/20/2019	11,250.00	WEED MOWING
45221	J & S ELECTRONIC BUSINESS	203413	09/06/2019	624.35	OFFICE SUPPLIES
45613	JEO CONSULTING GROUP INC	203619	09/20/2019	40,081.00	ENGINEERING
45905	JOE KENT'S MACHINE &	203620	09/20/2019	410.10	OPERATING SUPPLIES
45974	JOHN DEERE FINANCIAL	203621	09/20/2019	569.30	GROUNDNS MAINT & REPAIR
46694	JONES CONTRACTING CORP	203622	09/20/2019	206,905.70	CONTRACTUAL SERVICES
46905	STEVE JONES	203504	09/13/2019	10.54	POSTAGE & SHIPPING
47688	KARL CHEVROLET	203505	09/13/2019	1,814.84	VHCL MTCE SUPPLIES
48001	JONI KEITH	203715	09/27/2019	97.67	TRAVEL & CONFERENCE
48741	KEURIG DR PEPPER	203506	09/13/2019	100.00	REFUNDS
48769	KEYSTONE LABORATORIES INC	203716	09/27/2019	187.20	ENGINEERING
49042	KIRKHAM MICHAEL	203623	09/20/2019	84,576.06	INFRASTRUCTURE
49082	KIRX INC.	203415	09/06/2019	236.04	ADVERT/LEGAL PUBL
49201	KLUESNER CONSTRUCTION, INC	203717	09/27/2019	42,232.25	CONTRACTUAL SERVICES
49500	KNIGHTS OF COLUMBUS	203624	09/20/2019	100.00	PROGRAM SUPPLIES
49687	KOHL WHOLESALE	203507	09/13/2019	2,270.83	CONCESSION - RESALE
49795	KRISS PREMIUM PRODUCTS	203625	09/20/2019	205.09	BLDG MAINT & REPAIR
50305A	KYOU	203508	09/13/2019	205.00	ADVERT/LEGAL PUBL
50560	BOB LANCASTER OIL CO INC	203470	09/10/2019	9,381.41	VHCL-FUEL
51051	MARK LAWSON	203509	09/13/2019	50.00	REFUNDS
51060	LAWSON PRODUCTS INC	203626	09/20/2019	192.42	OPERATING SUPPLIES
51074	TOM X LAZIO	203718	09/27/2019	99.99	TRAVEL & CONFERENCE
51969	LIBERTY TIRE SERVICES LLC	203510	09/13/2019	6,100.52	TIRE DISPOSAL
52000	LIBRARY IDEAS	203627	09/20/2019	3,350.00	CONTRACTUAL SERVICES
52001	LIBRARY JOURNALS, LLC	203511	09/13/2019	72.00	LIBRARY MAT.-JAMES ESTATE
52254	LISCO	203720	09/27/2019	270.00	TECHNOLOGY SERVICES
52724	LOCK MASTER	203417	09/06/2019	45.00	MISCELLANEOUS
52990	LOKTRONICS SECURITY CORP	203418	09/06/2019	163.09	OPERATING SUPPLIES
53298	LULAC	203721	09/27/2019	100.00	REFUNDS
54162	MAHASKA BOTTLING	203512	09/13/2019	453.96	MERCHANDISE - RESALE
54390	MANATT'S INC	203628	09/20/2019	3,416.48	STREET MAINT SUPPLIES
54396	MANATTS INC.	203513	09/13/2019	2,286,874.68	INFRASTRUCTURE
54976	MARSHALLTOWN	203514	09/13/2019	205.00	TOOLS & SMALL EQUIP
55258	ANAHI MARTINE	203722	09/27/2019	35.00	REFUNDS

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
55311	MASSMUTUAL RETIREMENT SER	203629	09/20/2019	500.00	HARTFORD DEF COMP PAYABLE
56053	MCCLURE AND COMPANY	203723	09/27/2019	3,584.99	MISCELLANEOUS
57195	MCMMASTER-CARR	203421	09/06/2019	266.56	TOOLS & SMALL EQUIP
57385	MENARDS	203517	09/13/2019	2,146.04	OPERATING SUPPLIES
57388	MENKE PROFESSIONAL AUTO P	203422	09/06/2019	936.49	VHCL MTCE SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	203724	09/27/2019	4,518.90	GROUP LIFE PREMIUMS
58407	KASINTA MICHAEL	203725	09/27/2019	150.00	REFUNDS
58500	MIDAMERICAN ENERGY CO	203424	09/06/2019	1,937.63	NATURAL GAS
58555	MID-IOWA SOLID WASTE	203519	09/13/2019	120.17	VHCL MTCE SUPPLIES
59301	MIDWEST AUTO GLASS & TIRE	203726	09/27/2019	825.18	VHCL MTCE SUPPLIES
59375	MIDWEST RADAR & EQUIPMENT	203426	09/06/2019	560.00	EQUIP REPAIR
59380	MIDWEST TAPE	203632	09/20/2019	21.99	LIBRARY MAT.-JAMES ESTATE
59387	MIDWEST UNDERGROUND	203520	09/13/2019	14,904.00	OPERATING SUPPLIES
59753	MIKES TIRE AND	203633	09/20/2019	119.00	VHCL MTCE SUPPLIES
61682	ANDREW MORRIS	203427	09/06/2019	2,165.00	GROUP HEALTH INSURANCE
61785	MOTION INDUSTRIES	203634	09/20/2019	729.32	VHCL MTCE SUPPLIES
62551	MUNDELL & ASSOCIATES	203635	09/20/2019	680.00	MISC CONTRACT WORK
62560	MUNICIPAL CODE CORP	203521	09/13/2019	1,072.50	ADVERT/LEGAL PUBL
62575	MUNICIPAL FIRE & POLICE	203728	09/27/2019	125,831.87	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	203636	09/20/2019	112.40	VHCL MTCE SUPPLIES
62889	MYOU	203522	09/13/2019	200.00	ADVERT/LEGAL PUBL
63032	NCL OF WISCONSIN INC	203428	09/06/2019	1,936.58	LAB SUPPLIES
63754	NFPA	203729	09/27/2019	315.95	SUSTENANCE SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	203638	09/20/2019	4,250.00	NRS-NATION RETIRE SOL
65680	NOEL INSURANCE INC	203730	09/27/2019	803.00	PUB OFF E & O INS
65985	NORSOLV SYSTEMS ENVIRONM	203639	09/20/2019	143.95	MISCELLANEOUS
66001	NORRIS ASPHALT PAVING INC	203731	09/27/2019	2,439.70	STREET MAINT SUPPLIES
66485	NSI LAB SOLUTIONS	203430	09/06/2019	347.60	LAB SUPPLIES
66561	OFFICIAL PEST CONTROL	203524	09/13/2019	55.00	SUSTENANCE SUPPLIES
66730	OHARA HARDWARE	203433	09/06/2019	1,056.37	MISCELLANEOUS
67098	O'REILLY AUTOMOTIVE	203434	09/06/2019	1,061.87	VHCL MTCE SUPPLIES
67101	OTC BRANDS INC	203732	09/27/2019	524.25	PROGRAM SUPPLIES
67685	OTTUMWA AREA CONVENTION &	203435	09/06/2019	39,505.05	CONV & VISITOR BUREAU
67752	OTTUMWA CHIROPRACTIC CLIN	203733	09/27/2019	170.00	EMPLOYEE PHYSICALS/TESTS
68000	OTTUMWA COURIER	203641	09/20/2019	764.08	ADVERT/LEGAL PUBL
68001	OTTUMWA COURIER	203527	09/13/2019	195.12	OPERATING SUPPLIES
68556	OTTUMWA NAPA	203436	09/06/2019	594.76	VHCL MTCE SUPPLIES
68560	OTTUMWA PRINTING, INC.	203642	09/20/2019	240.00	PRINTING
68576	OTTUMWA RADIO	203643	09/20/2019	3,342.34	EMPLOYEE RECRUITMENT
68588	OTTUMWA REGIONAL HEALTH	203438	09/06/2019	4,130.00	WELLNESS PROGRAM
68626	OTTUMWA SCALE SERVICE	203644	09/20/2019	44,600.00	OTHER CAPITAL EQUIP
69040	OTTUMWA WATER AND HYDRO	203439	09/06/2019	12,192.87	BILLING FEES-WW
69259	KATLYN OVERTURF	203440	09/06/2019	268.00	TRAVEL & CONFERENCE
69270	OYOU	203529	09/13/2019	230.00	ADVERT/LEGAL PUBL
69688	DIXIE L PARKER	203441	09/06/2019	1,400.00	JANITORIAL
70610	PAYMENT REMITTANCE CENTER	203648	09/20/2019	9,631.54	TRAVEL & CONFERENCE
72035	PIPESTONE VET CLINIC OF	203530	09/13/2019	440.75	OTHER PROF SERV
72250	PITNEY BOWES GLOBAL	203531	09/13/2019	1,059.57	RENTS & LEASES
72561	PLUMB SUPPLY COMPANY-OT	203532	09/13/2019	117.14	OPERATING SUPPLIES
72986	PORTZEN CONSTRUCTION INC	203649	09/20/2019	709,319.22	CONTRACTUAL SERVICES
73921	TRACI PROCTOR	203442	09/06/2019	50.00	REFUNDS
73927	PRODUCTIVITY PLUS ACCOUNT	203443	09/06/2019	51.66	VHCL MTCE SUPPLIES
73960	PROFESSIONAL COMPUTER	203533	09/13/2019	99.99	TECHNOLOGY SERVICES
74216	PULSE TECHNOLOGY PARTNERS	203650	09/20/2019	53.87	TOOLS & SMALL EQUIP

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
74260	PURCHASE POWER	203651	09/20/2019	2,500.00	POSTAGE & SHIPPING
74626	QUALITY SERVICES CORP	203735	09/27/2019	1,419.66	VHCL MTCE SUPPLIES
74955	RACOM CORPORATION	203444	09/06/2019	5,429.79	EQUIP REPAIR
75450	TOM REA	203445	09/06/2019	72.00	DUES & MEMBERSHIPS
75901	RECORDED BOOKS INC	203736	09/27/2019	287.95	LIBRARY MAT.-JAMES ESTATE
76053	REED OVERHEAD DOOR	203652	09/20/2019	708.68	VHCL MTCE SUPPLIES
76296	CHRISTINA REINHARD	203653	09/20/2019	68.44	TRAVEL & CONFERENCE
76321A	RELIANT FIRE APPARATUS, IN	203654	09/20/2019	2,431.67	VHCL MTCE SUPPLIES
76365	RESOURCE RECYCLING	203536	09/13/2019	52.00	BOOKS FILMS RECORDING/ART
78105	ROYAL PORTABLE TOILETS	203537	09/13/2019	239.50	SANITATION
78279	S & L ALL SEASON	203446	09/06/2019	14.75	TOOLS & SMALL EQUIP
78291	S & S PLUMBING, HEATING,	203447	09/06/2019	1,142.39	BLDG MAINT & REPAIR
79295	BRENDA SCHNOOR	203538	09/13/2019	50.00	REFUNDS
79341	SCHOOL LIBRARY JOURNAL	203539	09/13/2019	294.98	LIBRARY MAT.-JAMES ESTATE
79351	SCHROEDER GRAPHICS & SIGN	203540	09/13/2019	12.00	POSTAGE & SHIPPING
79358	SCHUMACHER ELEVATOR CO	203541	09/13/2019	476.79	BLDG MAINT & REPAIR
79970	LARRY SEALS	203656	09/20/2019	188.00	TRAVEL & CONFERENCE
81360	SHERWIN WILLIAMS	203448	09/06/2019	475.17	STREET MAINT SUPPLIES
81429	AARON SHORT	203449	09/06/2019	128.39	SUSTENANCE SUPPLIES
81507	SHRED-IT USA	203542	09/13/2019	37.80	OTHER PROF SERV
82133	SINCLAIR BROADCAST GROUP	203450	09/06/2019	547.00	ADVERT/LEGAL PUBL
82134	SINCLAIR BROADCAST GROUP	203451	09/06/2019	2,805.00	ADVERT/LEGAL PUBL
82135	SINCLAIR TRACTOR	203657	09/20/2019	1,566.66	TOOLS & SMALL EQUIP
83100A	SNAP-ON-TOOLS	203452	09/06/2019	1,592.41	TOOLS & SMALL EQUIP
83920	SOUTHERN IOWA ELECTRIC	203544	09/13/2019	36.76	ELECTRIC
84956	LEROY STANSBERRY	203739	09/27/2019	100.00	REFUNDS
85220	STAR EQUIPMENT LTD	203659	09/20/2019	143.84	VHCL MTCE SUPPLIES
85262	STATE HYGIENIC LABORATORY	203545	09/13/2019	54.00	CONTRACTUAL SERVICES
85285	STATE LIBRARY OF IOWA	203546	09/13/2019	61.00	CONTRACTUAL SERVICES
85689	DANNY STEIBER	203660	09/20/2019	120.00	PROGRAM SUPPLIES
86704	SUMMIT FIRE PROTECTION CO	203740	09/27/2019	129.50	BLDG MAINT & REPAIR
86970	SUPREME STAFFING INC	203741	09/27/2019	29,964.34	CONTRACT EMPLOYEES
87250	SWANA	203548	09/13/2019	223.00	DUES & MEMBERSHIPS
88000	TEAMSTER LOCAL UNION 238	203661	09/20/2019	3,180.12	PUBLIC WKS UNION DUE PAYA
88326	TENNIS SERVICES OF IOWA	203454	09/06/2019	268.60	OPERATING SUPPLIES
89073	JEREMY TOSH	203662	09/20/2019	120.00	TRAVEL & CONFERENCE
89090	TOTAL CHOICE SHIPPING	203742	09/27/2019	26.51	POSTAGE & SHIPPING
89206	TRAFFIC & TRANSPORTATION	203455	09/06/2019	310.64	STREET MAINT SUPPLIES
89462A	TREASURER STATE OF IOWA	203549	09/13/2019	2,154.00	SALES TAX PAYABLE
90230	TYR SPORT INC	203456	09/06/2019	31.28	SUSTENANCE SUPPLIES
90454	ULINE	203663	09/20/2019	98.42	OPERATING SUPPLIES
90846	UPS	203743	09/27/2019	213.25	VHCL MTCE SUPPLIES
90870	UNITED STATES POSTAL SERV	203458	09/06/2019	2,500.00	POSTAGE & SHIPPING
90885	UNITYPOINT CLINIC	203551	09/13/2019	210.00	EMPLOYEE PHYSICALS/TESTS
91835	USA BLUE BOOK	203744	09/27/2019	800.78	LAB SUPPLIES
92000	UTILITY EQUIPMENT COMPANY	203459	09/06/2019	2,089.73	SEWER/DRAINAGE SUPPLIES
92271	VICTOR VALVEZ	203745	09/27/2019	150.00	REFUNDS
92555	THE VAN METER COMPANY	203552	09/13/2019	1,196.68	OPERATING SUPPLIES
92590	VAN WALL GROUP	203746	09/27/2019	48.01	VHCL MTCE SUPPLIES
92640	VAUGHN AUTOMOTIVE	203553	09/13/2019	225.13	VHCL MTCE SUPPLIES
92648	VEENSTRA & KIMM INC	203461	09/06/2019	34,612.20	MISCELLANEOUS
92665	VENMILL INDUSTRIES	203554	09/13/2019	159.98	OPERATING SUPPLIES
92679	VERIZON WIRELESS	203556	09/13/2019	1,200.24	TELEPHONE/IT
93504	WMPF GROUP, LLC.	203747	09/27/2019	143.64	EMPLOYEE RECRUITMENT

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
94001	WALMART COMMUNITY/SYNCB	203748	09/27/2019	2,203.66	OFFICE SUPPLIES
94125	WAPELLO COUNTY	203557	09/13/2019	3,437.50	DRUG TASK FORCE GRANT
94235	WAPELLO CO CLERK OF COURT	203558	09/13/2019	325.00	RECORDING & COURT FEES
94484	WAPELLO COUNTY FOUNDATION	203749	09/27/2019	80.00	TRAVEL & CONFERENCE
94704	WAPELLO COUNTY RECORDER	203559	09/13/2019	318.00	RECORDING & COURT FEES
94721	WAPELLO CO SHERIFF'S OFFI	203560	09/13/2019	3,362.77	DRUG TASK FORCE GRANT
94725	WAPELLO COUNTY SHERIFF	203668	09/20/2019	700.62	GARNISHMENTS PAYABLE
95000	WAPELLO COUNTY UNITED WAY	203669	09/20/2019	70.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	203464	09/06/2019	76.21	WATER
95368	WAYNE'S TIRE	203561	09/13/2019	1,053.14	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	203672	09/20/2019	224,501.74	GROUP HEALTH CLAIMS
96525	JAY WHEATON	203562	09/13/2019	44.00	TRAVEL & CONFERENCE
97305	WINDSTREAM	203751	09/27/2019	582.44	TELEPHONE/IT
97320	WINGER COMPANIES	203673	09/20/2019	19,700.00	BUILDINGS
97321	WINGER SERVICE	203753	09/27/2019	541.50	SUSTENANCE SUPPLIES
97334	WINN CORP	203467	09/06/2019	19,882.91	CELL DEVELOPMENT
98319	DEVIN YEAGER	203755	09/27/2019	118.00	TRAVEL & CONFERENCE

TOTAL NUMBER OF CHECKS 540 WRITTEN TO 287 VENDORS FOR 5,084,615.11

US Treasury  
 US Treasury  
 Treasurer St. of Iowa  
 IPERS  
 IPERS

126,882.35  
 44,426.85  
 41,797.00  
 32,189.79  
 48,310.32

5,378,221.42

Fed/FICA w/H  
 Payroll taxed  
 IA w/H  
 w/H  
 City Share



ERRORS DETECTED:

0

CITY OF OTTUMWA  
 STATEMENT OF CHANGES IN CASH BALANCE  
 AS OF 09/30/2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	2786385.89	1036136.88	1301443.40	2521079.37	46004.18	2567083.55
TOTALS FOR FUND 002	PARKING RAMP	33448.84	858.00	419.39	33887.45		33887.45
TOTALS FOR FUND 110	ROAD USE TAX	5362281.09	466467.69	357294.03	5471454.75	16156.99	5487611.74
TOTALS FOR FUND 112	EMPLOYEE BEN	-652530.60	400006.80	475743.00	-728266.80		-728266.80
TOTALS FOR FUND 119	EMERGENCY FU		9026.93	9026.93			
TOTALS FOR FUND 121	SALES TAX 1%	1365150.87	266646.44	26723.00	1605074.31		1605074.31
TOTALS FOR FUND 124	VOGEL URBAN						
TOTALS FOR FUND 125	WESTGATE TIF	-55645.93	33671.55		-21974.38		-21974.38
TOTALS FOR FUND 126	AIRPORT TIF	41200.00	3274.83		44474.83		44474.83
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	.82	27029.10		27029.92		27029.92
TOTALS FOR FUND 129	RISK MANAGEM	976731.68	46934.17	27955.78	995710.07	870.26	996580.33
TOTALS FOR FUND 131	AIRPORT FUND	67974.78	78202.83	38285.72	107891.89	96.86	107988.75
TOTALS FOR FUND 133	LIBRARY FUND	265177.46	58320.01	88210.41	235287.06	14785.08	250072.14
TOTALS FOR FUND 135	CEMETERY FUN	-52520.33	21276.21	27547.76	-58791.88	1048.80	-57743.08
TOTALS FOR FUND 137	HAZ-MAT FUND	105047.30	12220.81	4816.48	112451.63	1762.00	114213.63
TOTALS FOR FUND 141	2018 UPPER S	-108290.81	37558.12		-70732.69		-70732.69
TOTALS FOR FUND 142	HOAP/HILP ES						
TOTALS FOR FUND 143	EPA BROWNIE						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV						
TOTALS FOR FUND 146	DOWNTOWN STR	2890183.17		710982.93	2179200.24		2179200.24
TOTALS FOR FUND 147	CDBG P-2 MAS	16098.32		6478.65	9619.67	12957.30	22576.97
TOTALS FOR FUND 148	2016 OWW CDB						
TOTALS FOR FUND 151	OTHER BOND P	937407.91	11548.12	26169.50	922786.53	1346.12	924132.65
TOTALS FOR FUND 167	FIRE BEQUEST	24750.86	20.00		24770.86		24770.86
TOTALS FOR FUND 169	START UP FUN						
TOTALS FOR FUND 171	RETIREE HEAL	808764.67	104289.77	5516.98	907537.46		907537.46
TOTALS FOR FUND 173	LIBRARY BEQU	175498.06	28.00	6791.94	168734.12	2888.44	171622.56
TOTALS FOR FUND 174	COMMUNITY DE	75362.26	124.75		75487.01		75487.01
TOTALS FOR FUND 175	POLICE BEQUE	84101.13	350.00	1864.00	82587.13	2212.00	84799.13
TOTALS FOR FUND 177	HISTORIC PRE	1858.17		42.50	1815.67		1815.67
TOTALS FOR FUND 200	DEBT SERVICE	940229.22	134153.49		1074382.71		1074382.71
TOTALS FOR FUND 301	STREET PROJE	633153.12	463180.07	52577.98	1043755.21		1043755.21
TOTALS FOR FUND 303	AIRPORT PROJ	794516.72	2378618.00	2371450.74	801683.98		801683.98
TOTALS FOR FUND 307	SIDEWALK & C	67769.80	7179.14	15181.05	59767.89	7179.14	66947.03
TOTALS FOR FUND 309	PARK PROJECT	396992.82		6748.95	390243.87		390243.87
TOTALS FOR FUND 311	LEVEE PROJEC	182405.29			182405.29		182405.29
TOTALS FOR FUND 313	EVENT CENTER	140511.29			140511.29		140511.29
TOTALS FOR FUND 315	SEWER CONSTR	2577101.34		248976.71	2328124.63		2328124.63
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM						
TOTALS FOR FUND 503	CEMETERY PER		580.00		580.00		580.00
TOTALS FOR FUND 610	SEWER UTILIT	2574624.19	491136.43	477224.63	2588535.99	22593.79	2611129.78
TOTALS FOR FUND 611	SEWER SINKIN	308674.00	106837.00		415511.00		415511.00
TOTALS FOR FUND 612	STORM WATER						
TOTALS FOR FUND 613	SEWER IMPROV	2633334.00	41667.00		2675001.00		2675001.00
TOTALS FOR FUND 670	LANDFILL FUN	3300416.30	163339.30	430761.43	3032994.17	5527.75	3038521.92
TOTALS FOR FUND 671	LANDFILL RES	1114976.00			1114976.00		1114976.00
TOTALS FOR FUND 673	RECYCLING	23104.22	29115.66	46226.38	5993.50	6790.06	12783.56
TOTALS FOR FUND 690	TRANSIT FUND	719622.11	63473.59	91692.62	691403.08	3637.40	695040.48
TOTALS FOR FUND 695	1015 TRANSIT						
TOTALS FOR FUND 720	BRIDGEVIEW E	62836.16	50753.00	88255.00	25334.16		25334.16
TOTALS FOR FUND 750	GOLF COURSE	15793.62			15793.62		15793.62
TOTALS FOR FUND 810	POOLED INVES	-35499591.84	3415825.93	2070000.00	-34153765.91		-34153765.91
TOTALS FOR FUND 820	PAYROLL CLEA	107378.17	1100590.99	1102821.50	105147.66	130073.28	235220.94
TOTALS FOR FUND 840	EQUIPMENT PU	1402209.28			1402209.28		1402209.28
TOTALS FOR FUND 860	GROUP HEALTH	3891023.00	334849.53	275106.73	3950765.80	4130.00	3954895.80
TOTALS FOR ALL LISTED FUNDS		1535514.42	11395290.14	10392336.12	2538468.44	280059.45	2818527.89

REPORT DATE 09/30/2019  
SYSTEM DATE 10/14/2019  
FILES ID 0

CITY OF OTTUMWA  
STATEMENT OF CHANGES IN CASH BALANCE  
AS OF 09/30/2019

PAGE 2  
TIME 15:23:54  
USER SC

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

FILES

2019 OCT 30 AM 9: 54

CITY OF OTTUMWA

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

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

Council Meeting of : Nov 5, 2019

Transit  
Department

Mary Kirk

Prepared By

David Silverio

Department Head

Tom Silverio  
City Administrator Approval

*David Silverio*

AGENDA TITLE: Promotional Two Full-Time Bus Drivers

\*\*\*\*\*

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

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

**RECOMMENDATION:** Request to promote two part-time employees/drivers to full-time status due to increased ridership through a contractual agreement with Logisticare. This contractual agreement increases our need for full-time operational drivers to fulfill transportation obligations. Both employees successfully tested for the entrance transit driver and are on the Civil Service Eligibility list.

**DISCUSSION:** Providing medical transportation in the city limits of Ottumwa. Ottumwa Transit recently applied for a contract of agreement with Logisticare, a manager of non-emergency medical transportation. This service will begin by November 1, 2019. This will increase our revenue and our ridership. Due to the lack of part-time driver applications, promoting two part-time drivers to full-time would greatly benefit our service to the community.

Source of Funds: Transit Fund Balance

Budgeted Item:  Budget Amendment Needed:

# Ottumwa Transit Request for Full-Time Driver Promotion (Medical Trips)

	Lowest Projected Annual Revenue	Highest Projected Annual Expense
(7470 Rides) 15% Wheel Chair FTA/STA Funding (2.89/Ride)	75,924.30 21,588.30	
Full-time Driver w/Benefits (FT\$52,447-PT\$20,848)		31,599.00
Total	\$ 97,512.60	\$ 31,599.00
Net Revenue	\$	65,913.60

FILED  
2019 OCT 30 AM 11:19  
OTTUMWA

**OTTUMWA CIVIL SERVICE COMMISSION**

**POLICE OFFICER – Entrance Eligibility List**

1. Bryan Llewellyn
2. Jared Wittmaack
3. Abigayle Briggs
4. Karina Cordova-Garcia

Certified October 30, 2019

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman  
Ed Wilson  
Ann Youngman

FILED  
2019 OCT 30 AM 11:11  
OTTUMWA CIVIL SERVICE COMMISSION

CITY OF  
OTTUMWA  
**Health – Housing & Code Enforcement Inspector  
Entrance Eligibility List**

1. Nathaniel Williams
2. Penny Grim
3. Jeremy Lipe
3. Shannon Munley
3. Kurtis Stevens
6. Juanita Ware
7. Kossi Bossou
8. Susan Aistrope

Certified October 30, 2019

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman  
Ed Wilson  
Ann Youngman

FILED

2019 OCT 30 PM 1:18  
OTTUMWA CIVIL SERVICE COMMISSION

CITY OF  
OTTUMWA, IA

**PW – Journeyman Electrician / HVAC Technician  
Entrance Eligibility List**

1. Greg Cantrell

Certified October 30, 2019

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman  
Ed Wilson  
Ann Youngman



FILED

**OTTUMWA CIVIL SERVICE COMMISSION**

2019 OCT 30 AM 11:15

CITY OF  
OTTUMWA

**PW – Master Electrician / HVAC Technician  
Entrance Eligibility List**

1. Walter Hornback

Certified October 30, 2019

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman  
Ed Wilson  
Ann Youngman

FILED

2019 OCT 30 10 19 AM  
**OTTUMWA CIVIL SERVICE COMMISSION**

CITY CLERK  
OTTUMWA, IA

**Beach Operations Maintenance Worker  
Entrance Eligibility List**

1. Joshua Miller

Certified October 30, 2019

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman  
Ed Wilson  
Ann Youngman

FILED

2019 OCT 31 PM 1:23

CITY CLERK  
OTTUMWA, IA

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

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

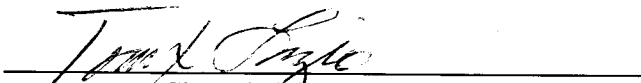
Council Meeting of: Nov 5, 2019

Police  
Department

Mary Lou Donaldson

Prepared By

  
Department Head

  
City Administrator Approval

AGENDA TITLE: Approve the purchase of two (2) in-car camera systems from L3 Mobile-Vision, Inc. for \$9,792.40.

\*\*\*\*\*

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

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

RECOMMENDATION: Approve the purchase of two (2) in-car camera systems from L3 Mobile-Vision, Inc.

DISCUSSION: These two (2) in-car camera systems will replace current camera systems that are 5 years old and in need of repairs. The Governors Traffic Safety Bureau Grant will reimburse the City \$9,000.00 towards the cost of the camera systems. The remaining \$792.40 will come from forfeitures.

Source of Funds: 175-1-110-6627

Budgeted Item:

Budget Amendment Needed: Yes



**Mobile-Vision**

# QUOTE

400 Commons Way, Rockaway, NJ 07866  
T. 973-453-8562 F. 973-257-3024

**Number** 213035353  
**Date** October 30, 2019

**Sold To**

**Ottumwa Police Department**  
Edward Wilson  
330 West Second Street  
Ottumwa, IA 52501

**Phone** 641-683-0679  
**Fax** 641-683-4584

**Ship To**

**Ottumwa Police Department**  
Edward Wilson  
330 West Second Street  
Ottumwa, IA 52501

**Phone** 641-683-0679  
**Fax** 641-683-4584

Salesperson	P.O. Number	Ship Via	Terms
Don Klier		None	

Line	Qty	SKU	Description	Unit Price	Ext.Price	Comments
1	2	FBHKUA32Z-22V	FlashbackHD Upgrade Kit, DVR, VLX, Optical Zoom Cam, 32GBSD, 32' camera cable	\$3,550.50	\$7,101.00	
2	2	MVD-SMW3C3C2C W	Antenna, Dome Wifi/GPS Thru-Hole Mount, White, FB3/FBHD	\$196.20	\$392.40	
3	2	VLXDA-22	VLX Companion (dual) kit. includes wireless mic, In-Car base, & charging base. Include panavise mount and lapel mics. Includes 22' cable.	\$508.50	\$1,017.00	
4	2	MVD-MC-ASSY	Console Assy, monitor, FB Assy, FB Monitor Console	\$355.50	\$711.00	
5	2	IRCAM5	Camera kit, rear seat IR with 14 ft extension cable. No integrated microphone	\$265.50	\$531.00	

FlashbackHD Upgrade Kit with 22ft. Cable, VLX Upgrade, White Through Hole HD Antenna, VLX Dual, Monitor and IR Camera

Installation is Not Included

Signing below is in lieu of a formal Purchase Order.  
Your signature will authorize acceptance of both pricing and product:

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Safe Fleet Shipping Terms are FOB Rockaway, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Rockaway, NJ.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

<b>SubTotal</b>	<b>9,752.40</b>
<b>Tax</b>	<b>TBD</b>
<b>S&amp;H</b>	<b>40.00</b>
<b>Total</b>	<b>9,792.40</b>

Quotation is valid for 60 days from date issued. The technology described herein is controlled under the Export Administration Regulation (EAR) and may not be exported without proper authorization by the U.S. Department of Commerce. State/Local Fees and Taxes are not included.

FILED  
CITY OF OTTUMWA  
2019 OCT 31 PM  
Staff Summary  
CITY OF OTTUMWA  
**\*\* ACTION ITEM \*\***

Council Meeting of: November 5, 2019

Public Works  
Department

Ron Jacobsen  
Prepared By  
Larry Seals *LS*  
Department Head

City Administrator Approval

AGENDA TITLE: Approve the replacement of one Sludge Pump at the WPCF.

\*\*\*\*\*

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

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

RECOMMENDATION:

Approve the purchase of a new Vaughan Chopper pump from Allied Systems Inc. in Omaha, NE for the quoted price of \$9150.

DISCUSSION:

This Vaughan Pump is used to pump the sludge off the bottom of the number 3 Primary Clarifier and chop up any solids that go through it and then sends the sludge to the digester for further treatment. It is located at the Water Pollution Control Facility Primary Pump Building.

This pump was purchased in 2005 and needs new seals, bearings, O-rings, impeller, cutter bar plate and a thrust bearing cartridge. The rebuild cost is \$7520 with a 90 day warranty. A new pump cost \$9150 with a 1 year warranty. When the cost of a new pump is within 25% of the repair cost we believe it is advantageous to purchase new.

WPCF budgeted \$65,000, account 610-8-815-6799 for pump replacement in FY 2019. There is still \$65,000 available for this line item. The pump will be paid for out of this remaining amount.



ALLIED SYSTEMS, INC

2200 E. DOUGLAS AVENUE DES MOINES, IA 50313  
6636 F STREET OMAHA, NE 68117  
[PHONE] 515-223-6642 [FAX] 515-224-4648

September 19, 2019

Ottumwa Water Pollution Control  
2222 South Emma  
Ottumwa, IA 52501

ATTN: Mr. Jesse Merrill

RE: Vaughan Pump Repair and Replacement

Jay:

I am following up your request for both repair and replacement of a Vaughan Chopper pump Ser# 803399A with a date code of 07/05. Here are estimated costs:

Standard Repair Materials including; bearings, seals, o-rings and freight \$ 3,750.00

Additional items to be determined based upon teardown and inspection:

- Thrust Bearing Cartridge \$ 790.00
- Impeller \$ 980.00
- Cutter Bar Plate \$ 1,000.00

Shop Labor for re-build \$ 1,000.00

*\$7520*

I assume at this point that you will want to remove the pump yourself and bring to our shop. If you would like for us to remove and re-install this equipment, we can certainly do so. Let me know if this service is requested.

Motor repairs are not included. Let me know if this is of interest.

A tentative schedule for turn-around on repairs is approximately 3 - 4 weeks after receiving the pump.

A new pump without motor as described below \$ 8,750.00

Freight estimate \$ 400.00

Lead time for a new pump is estimated at 10 weeks ARO.

*\$ 9150*

Feel free to call with any questions. On behalf of Allied Systems, thank you for your business.

Sincerely,

*Larry Landphair 1 yr warranty*

Larry Landphair  
Sales Engineer



# QUOTATION

4280 E 14th Street  
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079  
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0134620  
QUOTE DATE: 10/21/2019  
EXPIRE DATE: 11/21/2019

SALESPERSON: CHAD SPARKS  
CUSTOMER NO: 6830641  
QUOTED BY: JRF  
JOYCE

QUOTED TO:  
OTTUMWA WATER POLL CONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

JOB LOCATION:  
OTTUMWA WATER POLL CONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

CONFIRM TO:  
JAY

**\*\*\* QUOTE ORDER - DO NOT PAY\*\*\***

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
JAY	BESTWAY	ORIGIN	Net 30 Days

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
-------------	------	---------	---------	------------	-------	--------

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR  
REPLACEMENT VAUGHAN CHOPPER PUMP END ONLY

*	EACH	1.00	0.00	0.00	12,500.00	12,500.00
---	------	------	------	------	-----------	-----------

VAUGHAN HE3L6CSB CHOPPER  
PUMP, DUPLICATE TO SN: 80399B  
ESTIMATED FREIGHT CHARGES \$350.00

THE PRICING ON THIS QUOTE DOES NOT INCLUDE  
FREIGHT.

Electric Pump is committed to supplying you, our  
customer, the highest quality products & service.

joycef@electricpump.com  
THANK YOU, JOYCE FROHWEIN

All return goods must have written approval from Electric Pump, Inc.  
before returning. Credit will not be issued without written approval and  
if applicable there will be a Restock Fee.

Net Order:	12,500.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total</b>	<b>12,500.00</b>

ABOVE PRICING EFFECTIVE FOR 30 DAYS

FILED CITY OF OTTUMWA

2019 OCT 31 PM 1:24 Staff Summary

CITY OF OTTUMWA \*\* ACTION ITEM \*\*

Council Meeting of: November 5, 2019

Engineering Department  
Department

Alicia Bankson  
Prepared By  
*Ramy Seals*  
Department Head

*Tom L. Seale*  
City Administrator Approval

AGENDA TITLE: Resolution #233-2019. Approving the contract, bond, and certificate of insurance for the 2020 Roofing Improvements Rebid Project.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution #233-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Hawkeye Enterprise Roofing & Coating of Cincinnati, Iowa, for the above referenced project and are now on file with the City Clerk. This project was awarded at the October 1, 2019 City Council Meeting in the amount of \$111,263.00.

Breakdown:	WPCF Maintenance	\$45,700.00
	WPCF Airport Pump Station	\$15,925.00
	Fire Station No. 1 Dormitory	\$49,638.00
Total Contract Amount		\$111,263.00

Engineer's Opinion of Cost: \$107,000.00.

Source of Funds: Fire: \$99,000 CIP Funds  
WPCF: \$70,000

Budgeted Item: Yes

Budget Amendment Needed: No



RESOLUTION #233-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE 2020 ROOFING IMPROVEMENTS REBID PROJECT

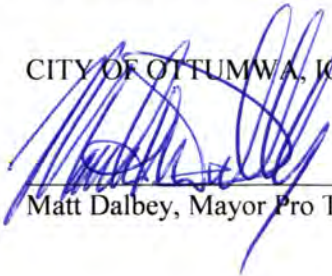
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Hawkeye Enterprise Roofing & Coating of Cincinnati, Iowa in the amount of \$111,263.00; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with Hawkeye Enterprise Roofing & Coating of Cincinnati, Iowa for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of November 2019.

CITY OF OTTUMWA, IOWA



---

Matt Dalbey, Mayor Pro Tem

ATTEST:



---

Christina Reinhard, City Clerk

**SECTION 00500**  
**CONTRACT**

THIS AGREEMENT, made and entered into this **October 15, 2019** by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Hawkeye Enterprise Roofing and Coating of Ottumwa, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

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

**ARTICLE I**

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

**ARTICLE II**

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

**ARTICLE III**

**THE CONTRACT SUM.** The Owner shall pay the Contractor the sum of **\$111,263.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

**ARTICLE IV**

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

**ARTICLE V**

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

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

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

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of \$500,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$2,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

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

**ARTICLE VI**

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the one (1) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

**ARTICLE VII**

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

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

CITY OF OTTUMWA, IOWA

By [Signature]

Title Mayor Pro Tem

ATTEST:

[Signature]

Title City Clerk

Hawkeye Enterprises Roofing and Coating  
Contractor

By [Signature]

Title owner

Address 16393 584th Street

POWER OF ATTORNEY

9827922

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Louisville, Kentucky, does hereby constitute and appoint: Josh Cotner its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, and its act and deed a Performance and Payment Bond under bond or undertaking number 9827922 issued on behalf of Hawkeye Enterprise Roofing and Coating LLC as principal in the penal sum of \$ 111,263.00.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 111,263.00 dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY

BY [Signature] Brian Beggs President



ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County My Commission Expires 5-9-2023

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 17th Day of October, 20 19.



BY [Signature] Andrew Smith Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

[Handwritten mark]

**SECTION 00520  
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

Hawkeye Enterprise Roofing and Coating LLC

(Name of Contractor)

16383 584th Street, Cincinnati, IA 52549

(Address of Contractor)

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

Lexon Insurance Company

(Name of Surety)

155 NE 100th Street, Suite 201, Seattle, WA 98125

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Eleven Thousand Two Hundred Sixty Three Dollars and No/100s  
(\$ 111,263.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 9th day of October, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

**2020 ROOFING IMPROVEMENT PROJECT**

**Ottumwa, Iowa**

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 17th day of October, 2019.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

Hawkeye Enterprise Roofing and Coating LLC

By Enos Miller Principal (s)

16383 584th Street

Cincinnati, IA 52549

\_\_\_\_\_  
(Address)

Lexon Insurance Company

Surety



Josh Cotner

By Josh Cotner Attorney-in-Fact

155 NE 100th Street, Suite 201

Seattle, WA 98125

\_\_\_\_\_  
(Address)

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

**SECTION 00510**  
**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

Hawkeye Enterprise Roofing and Coating LLC

\_\_\_\_\_  
(Name of Contractor)

16383 584th Street, Cincinnati, IA 52549

\_\_\_\_\_  
(Address of Contractor)

a Limited Liability Company \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

Lexon Insurance Company

\_\_\_\_\_  
(Name of Surety)

155 NE 100th Street, Suite 201, Seattle, WA 98125

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

\_\_\_\_\_  
City of Ottumwa, Iowa

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
105 East Third Street, Ottumwa, Iowa 52501

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Eleven Thousand Two Hundred Sixty Three Dollars and No/100s  
(\$ 111,263.00 ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 9th day of October, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

**2020 ROOFING IMPROVEMENT PROJECT**

**Ottumwa, Iowa**

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 17th day of October, 2019.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

Hawkeye Enterprise Roofing and Coating LLC

Principal  
By Ernos Miller (s)

16383 584th Street

Cincinnati, IA 52549

\_\_\_\_\_  
(Address)

Lexon Insurance Company

(s)

Surety



By Josh Cotner Josh Cotner  
Attorney-in-Fact

155 NE 100th Street, Suite 201

Seattle, WA 98125

\_\_\_\_\_  
(Address)

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





FILED  
CITY OF OTTUMWA  
STAFF SUMMARY  
2019 OCT 26 PM 3:31

Council Meeting of: November 5, 2019

ITEM NO. \_\_\_\_\_

Joni Keith

Prepared By

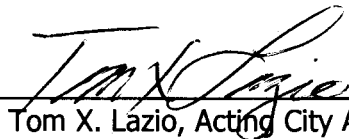


Planning

Department

Kevin Flanagan

Department Head



Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Resolution No. 245-2019 setting a public hearing on the Funding Agreement for the previously establishment Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID).

\*\*\*\*\*

PURPOSE: Setting November 19, 2019, 5:30 p.m., City Hall, Ottumwa, Iowa, as the time, place and date for a public hearing regarding the SSMID Funding Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 245-2019.

DISCUSSION: This resolution sets a public hearing on November 19, 2019 at 5:30 p.m., City Hall, Ottumwa, Iowa, to receive public input regarding a TIF Funding Agreement for the Downtown Ottumwa Self-Supported Municipal Improvement District, which was previously approved by City Ordinance on February 5, 2019. Chapter 386 of the Code of Iowa provides for the development of districts in which tax is levied for improvements within that district. This district is located in the West Gate Urban Renewal District, so the agreement allows these TIF funds to be allocated to the SSMID District.

**NOTICE OF HEARING ON FUNDING AGREEMENT FOR  
DOWNTOWN OTTUMWA SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT**

**NOTICE IS HEREBY GIVEN:** There is now on file for public inspection in the office of the City Clerk of the City of Ottumwa, Iowa, a proposed Funding Agreement for the newly established Downtown Ottumwa Self-Supported Municipal Improvement District (SSMID).

The property within the SSMID District is also located in the West Gate Economic Urban Renewal District. The property tax revenues that are produced by the SSMID levy must be allocated to Main Street Ottumwa to be used for SSMID projects approved by the City Council. The proposed Funding Agreement allows this allocation to be made.

A consolidated description of the property within the Proposed District is as follows:

All property from the intersection of N. Marion Street and W. 4<sup>th</sup> Street, east to N. Market Street, south to E. 3<sup>rd</sup> Street, east to N. Jefferson Street, south to the river, west to the south of Marion Street, north to W. 4<sup>th</sup> Street, including one property at 302 W. Main Street west of Marion Street.

The City Council will meet on the 19<sup>th</sup> day of November, 2019, at 5:30 o'clock p.m. at the City Hall, 105 East Third Street, Ottumwa, Iowa, for the purpose of holding a hearing and taking action on the proposed Funding Agreement for the SSMID. At that time and place, the City Council will hear all residents of the City desiring to express their views with respect to the SSMID Funding Agreement, which is available for review within the City Clerk's office.

Christina Reinhard  
City Clerk

**GRANT AGREEMENT  
BY AND BETWEEN  
CITY OF OTTUMWA, IOWA  
AND  
MAIN STREET OTTUMWA**

THIS GRANT AGREEMENT (“Agreement”) is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF OTTUMWA, IOWA, a municipality (“City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019, as amended, and MAIN STREET OTTUMWA, an Iowa nonprofit corporation (“Main Street Ottumwa”), having an office for the transaction of business at 217 East Main Street, Ottumwa, Iowa.

WITNESSETH:

WHEREAS, the City has previously found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and adopted the West Gate Economic Development Urban Renewal Plan (the “Urban Renewal Plan”) for the West Gate Economic Development Urban Renewal Area (the “Urban Renewal Area” or “Area”), which Plan subsequently has been amended several times, most recently by the adoption of an Amendment No. 8 to the Plan in 2019; and

WHEREAS, Main Street Ottumwa is an Iowa nonprofit corporation organized and incorporated for the purpose of furthering economic development in the downtown area of the City, including within the Urban Renewal Area; and

WHEREAS, the City has previously established the Downtown Ottumwa Self-Supported Municipal Improvement District (the “SSMID”) by Ordinance No. 3152-2019 (the “Ordinance”), in order to support certain services, improvements, and activities within the SSMID, including enhanced maintenance and cleaning of public spaces; development and management of activities in support of marketing, business retention, and business attraction; and capital, physical, or other improvements designed to enhance the image and appearance of the SSMID (the “SSMID Activities”); and

WHEREAS, the property included in the SSMID (“SSMID Area”) is located within the boundaries of the Urban Renewal Area and, furthermore, within the Urban Renewal Area’s Tax Increment Finance District (the “TIF District”); and

WHEREAS, the Ordinance directed that any amount of property tax revenues collected based upon the annual SSMID levy and divided into the Urban Renewal Area’s Tax Increment Financing Fund (“TIF Fund”) due to being levied against property within the TIF District should be made available for purposes of the SSMID and the SSMID Activities; and

WHEREAS, the Ordinance further directed that all funds levied and collected in the SSMID’s Operation Fund should be disbursed to Main Street Ottumwa so that such funds can be expended for the SSMID Activities described in the Ordinance; and

WHEREAS, Main Street Ottumwa is willing to assist the City in implementing the SSMID and is willing to undertake the SSMID Activities, which will promote economic development in

the Urban Renewal Area, including the creation and retention of jobs and income within the Urban Renewal Area; and

WHEREAS, the City and Main Street Ottumwa now desire to enter into this Agreement whereby the City will make annual grants to Main Street Ottumwa, using the funds in the TIF Fund derived from the SSMID levy on the SSMID Area, to be used in furtherance of economic development and job creation and retention within the Area through the undertaking of the SSMID Activities, pursuant to the terms and conditions of this Agreement (the “Economic Development Grants” or “Grants”).

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

Section 1. Main Street Ottumwa Representations and Warranties. Main Street Ottumwa makes the following representations and warranties:

- a. Main Street Ottumwa is an Iowa non-profit corporation, duly organized and validly existing under Iowa law.
- b. Main Street Ottumwa is able and qualified to undertake and provide the SSMID Activities within the SSMID and the Urban Renewal Area.
- c. Main Street Ottumwa shall continue to operate in the Urban Renewal Area in the City and employ employees in the course of providing the SSMID Activities during the term of this Agreement.
- d. Main Street Ottumwa shall operate its business and expend all Grant funds received from the City under this Agreement in compliance with the Ordinance and all other federal, state, and local laws, regulations, and ordinances, and shall not discriminate against any applicant, employee or funding recipient because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.
- e. Main Street Ottumwa’s use of Grant funds received under this Agreement shall further Main Street Ottumwa’s ability to undertake and provide the SSMID Activities and are anticipated to promote economic development within the SSMID, including the creation and retention of jobs and income within the Urban Renewal Area.

Section 2. Economic Development Grants. For and in consideration of Main Street Ottumwa’s commitments and obligations under this Agreement, and in furtherance of the purposes of the Ordinance and the Urban Renewal Plan, the City agrees to make five (5) consecutive annual payments (collectively referred to as the “Economic Development Grants” or “Grants”) to Main Street Ottumwa on or before July 15 of each fiscal year, beginning on July 15, 2021, with each Grant to be equal to the amount of funds eligible for deposit in the TIF Fund in the prior fiscal year from the tax levies imposed by the SSMID Ordinance on the incremental value (increased assessed value over the applicable TIF District base assessed value) of properties within the SSMID Area and TIF District, pursuant to the following terms and subject to the following conditions:

a. The City shall, in its sole discretion, calculate the applicable amount of each Grant using the following calculation:

$$\begin{aligned} & \text{(Incremental Value of Zone 1 Properties as of the Applicable Date in} \\ & \text{Column 2 of Section 3(b) * SSMID Levy Rate for Zone 1 Properties)} \\ + & \text{(Incremental Value of Zone 2 Properties as of the Applicable Date in} \\ & \text{Column 2 of Section 3(b) * SSMID Levy Rate for Zone 2 Properties)} \\ + & \text{(Incremental Value of Zone 3 Properties as of the Applicable Date in} \\ & \text{Column 2 of Section 3(b) * SSMID Levy Rate for Zone 3 Properties)} \\ \hline & \text{ANNUAL GRANT AMOUNT} \end{aligned}$$

For the purposes of this Agreement, “Incremental Value” means the increased assessed value for the particular properties above the “base value” assessment set for the properties in the Urban Renewal Area, as determined in Iowa Code Section 403.19.

The Zone 1 Properties, Zone 2 Properties, and Zone 3 Properties are identified in Exhibit A attached hereto.

b. At the time of each payment of an Economic Development Grant, Main Street Ottumwa shall be in compliance with all terms of this Agreement, shall be in good standing with the Iowa Secretary of State’s office with respect to its registration and status as an Iowa non-profit corporation, and shall continue to be operating in and employing employees within the Urban Renewal Area.

c. Each Economic Development Grant shall be secured by and payable solely from tax revenues divided into the Urban Renewal Area’s TIF Fund based on the tax levies implemented for the purposes of the SSMID. The Grants shall not be payable by other tax increment revenues, general taxation, or any other City funds.

For the purposes of this Agreement, the City’s “TIF Fund” for the Urban Renewal Area means the special fund of the City created under the authority of Section 403.19(2) of the Iowa Code and the City’s TIF ordinance(s) for the Urban Renewal Area, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

Section 3. Schedule for Economic Development Grants and City Certification.

a. This Agreement shall govern Economic Development Grants payable from taxes collected in the fiscal years shown in the schedule set forth in Section 3(b), being the five fiscal years in which the Ordinance authorizes tax levies to be imposed for the SSMID. If the provisions of the Ordinance are extended for longer than the initial five-year period, then the City and Main

Street Ottumwa may amend this Agreement in writing to extend the duration of the Economic Development Grants.

b. The City shall annually certify to the County on or before each December 1 the amount of the Economic Development Grant to be paid in the subsequent fiscal year to Main Street Ottumwa, using the calculation set forth in Section 2(a), as shown in the following schedule:

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
<b>City's TIF Certification Deadline for Grant</b>	<b>Based on Incremental Value in Zone 1, Zone 2, and Zone 3 as of:</b>	<b>Fiscal Year in which Relevant Taxes are Paid</b>	<b>Grant Payment Date</b>
December 1, 2019	January 1, 2019	Fiscal Year 2020-2021	July 2021
December 1, 2020	January 1, 2020	Fiscal Year 2021-2022	July 2022
December 1, 2021	January 1, 2021	Fiscal Year 2022-2023	July 2023
December 1, 2022	January 1, 2022	Fiscal Year 2023-2024	July 2024
December 1, 2023	January 1, 2023	Fiscal Year 2024-2025	July 2025

Section 4. Non-appropriation/Limitations on Grants.

a. Notwithstanding anything in this Agreement to the contrary, each Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or legal opinion to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to make a Grant to Main Street Ottumwa if at any time during the term hereof the City fails to appropriate funds for payment, or receives determination from a court of competent jurisdiction or an attorney retained by the City that the use of Tax Increments to fund a Grant to Main Street Ottumwa, is not authorized or otherwise an appropriate project activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code,

as then constituted. Upon commencement of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Main Street Ottumwa. If the non-appropriation or circumstances or legal constraints giving rise to the decision continue for a period during which two annual Grants would otherwise have been paid to Main Street Ottumwa, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Main Street Ottumwa.

Section 5. Events of Default. If Main Street Ottumwa fails to substantially observe or perform any covenant, condition, or obligation under this Agreement, including but not limited to the obligation to disburse all Economic Development Grant funds under the conditions of this Agreement and the Ordinance, an Event of Default under this Agreement shall have occurred.

Section 6. Remedies. If an Event of Default occurs, and Main Street Ottumwa fails to cure the Event of Default within thirty (30) days after written notice from the City, the City may take any one or more of the following actions:

- a. Suspend payment of Economic Development Grants;
- b. Terminate this Agreement;
- c. The City shall be entitled to recover from Main Street Ottumwa, taking any action, including legal action, it deems necessary to recover, and Main Street Ottumwa shall repay to the City, an amount equal to the full amount of any Economic Development Grants previously made to Main Street Ottumwa under this Agreement, with interest thereon at the highest rate permitted by State law; and
- d. Take any legal or equitable action deemed appropriate to enforce Main Street Ottumwa's obligations under this Agreement.

Section 7. Notices. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Main Street Ottumwa, is addressed or delivered personally to Main Street Ottumwa at 217 East Main Street, Ottumwa, Iowa 52501; Attn: Director or President; and
- b. In the case of the City, is addressed to or delivered personally to the City of Ottumwa at 105 East Third Street, Ottumwa, IA 52501; Attn: City Clerk;

Section 8. Conflicts of Interest. Main Street Ottumwa will make commercially reasonable efforts to ensure that no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to any potential SSMID Activities undertaken in connection with this Agreement, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with any project that receives Grant funds.



Section 9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2025, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 10. Miscellaneous.

a. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

b. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

c. Successors. Main Street Ottumwa's successors in interest are not third-party beneficiaries to the Grants under this Agreement and the parties do not intend that any rights in connection with the Grants be conferred upon any third party as a result of this Agreement.

d. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

e. Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision entered into, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision shall be deemed to be effective in the manner and to the full extent permitted by law.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one in the same instrument. The signature pages of each counterpart may be combined to form one final recordable version of this Agreement.

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

*[Remainder of this page intentionally left blank. Signature pages to follow.]*

CITY OF OTTUMWA, IOWA

By: \_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:

By: \_\_\_\_\_  
Christina Reinhard, City Clerk

STATE OF IOWA            )  
  ) SS  
COUNTY OF WAPELLO    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public in and for said State, personally appeared Matt Dalbey and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor Pro Tem and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Grant Agreement – City of Ottumwa, Iowa]*

MAIN STREET OTTUMWA,  
an Iowa nonprofit corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF IOWA            )  
  ) SS  
COUNTY OF WAPELLO    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of Main Street Ottumwa, and that said instrument was signed on behalf of said corporation; and that the said officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

*[Signature page to Grant Agreement– Main Street Ottumwa]*

**EXHIBIT A**  
**Zone 1 Properties, Zone 2 Properties, and Zone 3 Properties**

The Zone 1 Properties include the properties within the Urban Renewal Area identified by the following Wapello County Real Estate Identification numbers:

007411240198000	007413760199000	007413760198000	007414350094000
007413760200000	007413760201000	007413000013000	007413760202000
007414350084000	007413760178000	007413760203000	007413760234000
007413760194000	007413760177000	007413760193000	007413760179000
007413760180000	007413760236000	00741376018100	

The Zone 2 Properties include the properties within the Urban Renewal Area identified by the following Wapello County Real Estate Identification numbers:

007411240215000	007411240344000	007411240337000	007411240216000
007411240124000	007411240217000	007411240251000	007411240250000
007411240089000	007411240249000	007411240248000	007411240123000
007411240122000	007411240204000	007410370002000	007411240210000
007411240335000	007410370001000	007411240209000	007411240205000
007411240206000	007413210009000	007411240208000	007410650001000
007410650002000	007411240268000	007411240207000	007410650003000
007410650008000	007410650009000	007413210010000	007410650004000
007410650005000	007410650006000	007410650007000	007411240195010
007411240267000	007413760229000	007411240341000	007411240195000
007411240064000	007413760230000	007411240063000	007411240196000
007411240194000	007413760192000	007413760191000	007413760189000
007413760190000	007413760188000	007413760187000	007413140006000
007413760185000	007413760186000		

The Zone 3 Properties include the properties within the Urban Renewal Area identified by the following Wapello County Real Estate Identification numbers:

007411240298000	007411240340000	007411240297000	007411240294000
007411240296000	007411240295000	007411240293000	007411240300000
007411240292000	007411240299000	007411240291000	007411240290000
007411240237000	007411240288000	007411240289000	007411240238000
007411240120000	007411240240000	007411240244000	007411240287000
007411240239000	007411240241000	007411240242000	007411240121000
007411240243000	007411240286000	007411240247000	007411240285000
007411240283000	007411240245000	007411240284000	007411240246000
007411070001000	007411070002000	007411070003000	007411070006000
007411070007000	007411070008000	007411240255000	007411240257000
007411240258000	007411240256000	007411240259000	007411240260000
007411240261000	007411240264000	007411240262000	007411240266000
007411240265000	007411240263000	007411240272000	007411240273000
007411240275000	007411240276000	007411240279000	007411240280000
007411240281000	007411240282000	007411070004000	007411070005000
007411070009000			

01644610-1\10981-132

**RESOLUTION #245-2019**

**RESOLUTION SETTING A TIME AND PLACE FOR A MEETING AT WHICH THE CITY COUNCIL PROPOSES TO HOLD A HEARING AND TAKE ACTION ON A FUNDING AGREEMENT FOR THE NEWLY ESTABLISHED DOWNTOWN OTTUMWA SELF-SUPPORTED MUNICIPAL IMPROVEMENT DISTRICT.**

WHEREAS, the "Downtown Ottumwa Self-Supported Municipal Improvement District" was established by the City Council on February 5, 2019 pursuant to the provisions of Chapter 386 of the Code of Iowa (the "Act"); and

WHEREAS, said district is located within the West Gate Economic Development Urban Renewal Area; and

WHEREAS, the Ordinance directed that property tax revenues collected based upon the annual SSMID levy and divided into the Urban Renewal Area's Tax Increment Financing Fund ("TIF Fund") due to being levied against property within the TIF District should be made available for purposes of the SSMID and the SSMID Activities; and


WHEREAS, the proposed Agreement allows the Funding from the TIF District to be properly allocated to the Downtown Ottumwa Self-Supported Municipal Improvement District; and

WHEREAS, it is necessary to fix a time and place for a meeting at which the City Council proposes to hold a hearing and take action on the proposed Funding Agreement for the SSMID District.

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

The 19<sup>th</sup> day of November, 2019, at 5:30 o'clock p.m. at the City Hall, 105 East Third Street, Ottumwa, Iowa, is hereby fixed as the time and place at which the City Council will meet for the purpose of holding a hearing and taking action on the Funding Agreement.


Approved the 5<sup>th</sup> day of November, 2019.



---

Matt Dalbey, Mayor Pro Tem

ATTEST:



---

Christina Reinhard, City Clerk

FILE  
2019 OCT 29 PM 12:45  
CITY OF OTTUMWA

City of Ottumwa

Staff Summary

Council Meeting of: November 5, 2019

Item No. \_\_\_\_\_

Finance Department  
Department

Tom A. Deppa  
City Administrator

Kristi McDowell  
Prepared By  
Kristi McDowell  
Dept. Head - Interim

Agenda Title: Resolution No. 247-2019 Authorizing the Budgeted Transfers for Fiscal Year 2020 Debt Payments, Equipment Replacement and Expanded Street Repair Program.

.....  
Purpose: Authorizing budgeted transfers for debt payments, expanded street repair program and equipment replacement for fiscal year 2020.

Recommendation: Pass and Adopt Resolution No. 247-2019.

Discussion: This resolution is being prepared to comply with the City Finance Committee Rules Chapter 545 of the Iowa Code. The budgeted transfers are attached for review and are included in the FY20 budget. These transfers are for the month of December 2019.

Source of Funds Debt Service \_\_\_\_\_ Budgeted Item yes Budget Amendment Needed No  
Lost, General Fund, Road Use Tax Fund, Cemetery, Tif Funds, Sewer Fund, and Landfill

**RESOLUTION NO. 247-2019**

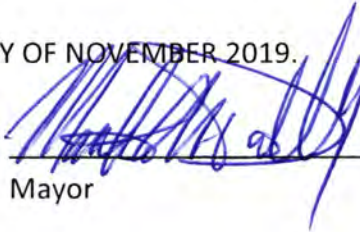
A RESOLUTION AUTHORIZING THE BUDGETED TRANSFERS FOR DEBT PAYMENTS, EQUIPMENT REPLACEMENT AND EXPANDED STREET REPAIR PROGRAMS FOR FISCAL YEAR 2020.

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 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 Interim Finance Director is authorized to make the required transfers.

PASSED AND APPROVED THIS 5<sup>th</sup> DAY OF NOVEMBER 2019.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

(Seal)





CITY OF OTTUMWA  
JOURNAL VOUCHER

J.V. No. \_\_\_\_\_ DATE 10/29/19 POST PERIOD 12 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT
<u>1</u>	<u>110-1110</u>	<u>900,000.00</u>	<u>                    </u>
<u>2</u>	<u>110-000-4830</u>	<u>                    </u>	<u>900,000.00</u>
<u>3</u>	<u>121-9-910-6910</u>	<u>900,000.00</u>	<u>                    </u>
<u>4</u>	<u>121-1110</u>	<u>                    </u>	<u>900,000.00</u>
<u>5</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>6</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>7</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>8</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>9</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>10</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>11</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>12</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>13</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>14</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

) Rut Fund  
)  
Lost Fund

DESCRIPTION: Budget Trans - ESRP

COMMENT: \_\_\_\_\_  
\_\_\_\_\_

PREPARED BY: KM

APPROVED BY: \_\_\_\_\_

**CITY OF OTTUMWA**  
**PROPOSED OPERATING BUDGET**  
**2020-2021**  
**FUND: ROAD USE TAX (110)**

	<u>ACTUAL</u> <u>2018-2019</u>	<u>BUDGET</u> <u>2018-2019</u>	<u>ESTIMATED</u> <u>2019-2020</u>	<u>REQUESTED</u> <u>2020-2021</u>	<u>PROPOSED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2020-2021</u>
FUND BALANCE - JULY 1	4,510,496	4,499,341	5,030,704	5,031,058	5,031,058	5,031,058
REVENUE:						
STATE ROAD USE TAX	3,232,614	2,990,000	2,990,000			
TRANSFER-BENEFITS	542,307	522,657	522,657			
MISCELLANEOUS	12,036	6,000	6,000			
TRANSFER FROM LOT-ESRP	623,381	900,000	900,000	900,000		
CENTRAL GARAGE CHARGES	664,423	759,238	759,238			
TOTAL REVENUE	5,074,761	5,177,895	5,177,895	900,000		
AMOUNT AVAILABLE	9,585,257	9,677,236	10,208,599	5,931,058	5,031,058	5,031,058
EXPENDITURES:						
210 STREET MAINTENANCE	1,979,724	2,532,963	2,532,963			
212 BRIDGE MAINTENANCE	25,308	57,809	57,809			
214 SIDEWALK REPAIR	6,998	50,000	50,000			
230 STREET LIGHTING	453,815	460,541	460,541			
240 TRAFFIC MAINTENANCE	336,377	360,399	360,399			
242 TRAFFIC LIGHT MAINT.	148,583	227,495	227,495			
250 SNOW REMOVAL	499,252	370,923	370,923			
270 STREET CLEANING	257,085	258,574	258,574			
275 ALLEY MAINTENANCE	66,100	70,000	70,000			
298 CENTRAL GARAGE	726,668	738,837	738,837			
751 PREVENTIVE MAINTEN.	54,643	50,000	50,000			
TOTAL EXPENDITURES	4,554,553	5,177,541	5,177,541			
FUND BALANCE - JUNE 30	5,030,704	4,499,695	5,031,058	5,931,058	5,031,058	5,031,058

1/10/2019

**CITY OF OTTUMWA**  
**PROPOSED OPERATING BUDGET**  
**2020-2021**  
**FUND: LOCAL OPTION (121)**

	<u>ACTUAL 2018-2019</u>	<u>BUDGET 2019-2020</u>	<u>ESTIMATED 2019-2020</u>	<u>REQUESTED 2020-2021</u>	<u>PROPOSED 2020-2021</u>	<u>APPROVED 2020-2021</u>
FUND BALANCE - JULY 1	958,713	2,177,790	2,901,683	4,622,150	4,622,150	4,622,150
REVENUE:						
LOCAL OPTION SALES TAX	3,168,925	3,206,760	3,206,760	3,208,243		
TOTAL REVENUE	3,168,925	3,206,760	3,206,760	3,208,243	-	-
AMOUNT AVAILABLE	4,127,638	5,384,550	6,108,443	7,830,393	4,622,150	4,622,150
EXPENDITURES:						
TRANSFER TO GF-PT RELIEF	331,004	320,676	320,676	320,824		
TRANSFER TO RUT-ESRP	623,381	900,000	900,000	900,000		
SEWER DEBT SERVICE-LAGOOI	259,956	265,617	265,617	266,941		
TRANSFER TO 301 (MRK ST)	11,614	-	-	-		
TOTAL EXPENDITURES	1,225,955	1,486,293	1,486,293	1,487,765	-	-
FUND BALANCE - JUNE 30	2,901,683	3,898,257	4,622,150	6,342,628	4,622,150	4,622,150

Prepared 10/24/2019

CITY OF OTTUMWA  
JOURNAL VOUCHER

J.V. No. \_\_\_\_\_ DATE 10-29-19 POST PERIOD 12 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT
<u>1</u>	<u>001-1-110-6720</u>	<u>50,000.00</u>	<u>                    </u> POLICE
<u>2</u>	<u>001-1-150-6720</u>	<u>3,000.00</u>	<u>                    </u> FIRE
<u>3</u>	<u>001-1-190-6720</u>	<u>3,400.00</u>	<u>                    </u> parking
<u>4</u>	<u>001-2-260-6720</u>	<u>4,000.00</u>	<u>                    </u> engineering
<u>5</u>	<u>001-4-430-6720</u>	<u>50,000.00</u>	<u>                    </u> parks
<u>6</u>	<u>001-1110</u>	<u>                    </u>	<u>110,400.00</u>
<u>7</u>	<u>110-2-210-6720</u>	<u>203,000.00</u>	<u>                    </u> st. maint.
<u>8</u>	<u>110-2-240-6720</u>	<u>26,300.00</u>	<u>                    </u> TRAFFIC maint
<u>9</u>	<u>110-2-242-6720</u>	<u>8,800.00</u>	<u>                    </u> electric traffic light
<u>10</u>	<u>110-2-270-6720</u>	<u>55,600.00</u>	<u>                    </u> Street cleaning
<u>11</u>	<u>110-1110</u>	<u>                    </u>	<u>293,700.00</u>
<u>12</u>	<u>135-4-450-6720</u>	<u>11,800.00</u>	<u>                    </u> Cemetery
<u>13</u>	<u>135-1110</u>	<u>                    </u>	<u>11,800.00</u>
<u>14</u>	<u>840-1110</u>	<u>415,900.00</u>	<u>                    </u> Equip. Replace Fnd
	<u>840-000-4830</u>	<u>                    </u>	<u>415,900.00</u>

DESCRIPTION: Budget Trans-Equip. Replace

COMMENT: \_\_\_\_\_  
\_\_\_\_\_

PREPARED BY: KM

APPROVED BY: \_\_\_\_\_

AS OF 06/2020

APPROPRIATIONS (REVISED) MONTH-TO-DATE EXPENDITURES YEAR-TO-DATE EXPENDITURES OUTSTANDING ENCUMBRANCES UNENCUMBERED BALANCE EXPENDED and ENCUMBERED %

001-1-110-6720											
EQUIPMENT TRANSFERS	50000.00								50000.00		
TOTALS FOR OBJT 6720	50000.00								50000.00		
TOTALS FOR POLICE DEPARTMENT	50000.00								50000.00		
001-1-150-6720											
EQUIPMENT TRANSFERS	3000.00								3000.00		
TOTALS FOR OBJT 6720	3000.00								3000.00		
TOTALS FOR FIRE DEPARTMENT	3000.00								3000.00		
001-1-190-6720											
EQUIPMENT TRANSFERS	3400.00								3400.00		
TOTALS FOR OBJT 6720	3400.00								3400.00		
TOTALS FOR ANIMAL CONTROL	3400.00								3400.00		
001-2-260-6720											
EQUIPMENT TRANSFERS	4000.00								4000.00		
TOTALS FOR OBJT 6720	4000.00								4000.00		
TOTALS FOR ENGINEERING	4000.00								4000.00		
001-4-430-6720											
EQUIPMENT TRANSFERS	50000.00								50000.00		
TOTALS FOR OBJT 6720	50000.00								50000.00		
TOTALS FOR PARKS	50000.00								50000.00		
TOTALS FOR GENERAL OPERATING FUND	110400.00								110400.00		
110-2-210-6720											
EQUIPMENT TRANSFERS	203000.00								203000.00		

CITY OF OTTUMWA  
 STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS

AS OF 06/2020

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED \$
TOTALS FOR OBJT 6720	203000.00				203000.00	
TOTALS FOR STREET MAINTENANCE	203000.00				203000.00	
110-2-240-6720 EQUIPMENT TRANSFERS	26300.00				26300.00	
TOTALS FOR OBJT 6720	26300.00				26300.00	
TOTALS FOR TRAFFIC MAINTENANCE	26300.00				26300.00	
110-2-242-6720 EQUIPMENT TRANSFERS	8800.00				8800.00	
TOTALS FOR OBJT 6720	8800.00				8800.00	
TOTALS FOR ELECTRICAL TRAF LGT MAINT	8800.00				8800.00	
110-2-270-6720 EQUIPMENT TRANSFERS	55600.00				55600.00	
TOTALS FOR OBJT 6720	55600.00				55600.00	
TOTALS FOR STREET CLEANING	55600.00				55600.00	
TOTALS FOR ROAD USE TAX FUND	293700.00				293700.00	
135-4-450-6720 EQUIPMENT TRANSFERS	11800.00				11800.00	
TOTALS FOR OBJT 6720	11800.00				11800.00	
TOTALS FOR CEMETERY	11800.00				11800.00	
TOTALS FOR CEMETERY FUND	11800.00				11800.00	
REPORT TOTALS	415900.00				415900.00	

CITY OF OTTUMWA  
JOURNAL VOUCHER

J.V. No. \_\_\_\_\_ DATE 10-29-19 POST PERIOD 12 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>126-9-910-6910</u>	<u>3250.00</u>		} Series 2018
<u>2</u>	<u>126-1110</u>		<u>3250.00</u>	
<u>3</u>	<u>126-9-910-6910</u>	<u>23,400.00</u>		} Series 2019
<u>4</u>	<u>126-1110</u>		<u>23,400.00</u>	
<u>5</u>	<u>200-1110</u>	<u>26,650.00</u>		} Debt Service
<u>6</u>	<u>200-000-4830</u>		<u>26,650.00</u>	
<u>7</u>	_____	_____	_____	
<u>8</u>	_____	_____	_____	
<u>9</u>	_____	_____	_____	
<u>10</u>	_____	_____	_____	
<u>11</u>	_____	_____	_____	
<u>12</u>	_____	_____	_____	
<u>13</u>	_____	_____	_____	
<u>14</u>	_____	_____	_____	

DESCRIPTION: Budget Trans - 126/200

COMMENT: Series 2018  
Series 2019

PREPARED BY: Km

APPROVED BY: \_\_\_\_\_



Invoice Date	10/02/2019
Funds Due Date	11/27/2019

CITY OF OTTUMWA  
 ATTN: CITY CLERK  
 105 E 3RD ST  
 OTTUMWA IA 52501

**PAYMENT WILL BE  
 AUTOMATICALLY DEDUCTED  
 FROM YOUR ACCOUNT ON**

**NOV 27 2019**

**THIS INVOICE IS FOR  
 INFORMATION ONLY  
 — DO NOT PAY —**

Issue 0185418001  
 OTTUMWA  
 GENERAL OBLIGATION BONDS  
 SERIES 2018

Issue Payment Date 12/01/2019

*Airport* 3,250.00  
*Debt Service* 16,172.50  
19,422.50

Registered Interest	\$ 19,422.50
Matured Bonds	\$ 0.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

*200-7-707-6899*

**TOTAL DUE \$ 19,422.50**

**Please return a copy of this notice with your remittance.  
 Payments by check are due 15 days prior to Funds Due Date.**

**Wire Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9800006823  
 ATTN: DIANA VAN VLEET - 0185418001

**ACH Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9801018981  
 ATTN: DIANA VAN VLEET - 0185418001

**Account Officer: DIANA VAN VLEET  
 Phone: 5153686063  
 Email: DIANA.VANVLEET@UMB.COM**





Invoice Date	10/02/2019
Funds Due Date	11/27/2019

CITY OF OTTUMWA  
 ATTN: CITY CLERK  
 105 E 3RD ST  
 OTTUMWA IA 52501

PAYMENT WILL BE  
 AUTOMATICALLY DEDUCTED  
 FROM YOUR ACCOUNT ON

NOV 27 2019

Issue 0185420189

CITY OF OTTUMWA  
 GENERAL OBLIGATION URBAN RENEWAL  
 BONDS, SERIES 2019B

THIS INVOICE IS FOR  
 INFORMATION ONLY  
 — DO NOT PAY —

Issue Payment Date 12/01/2019

Airport TIF 23,400.00  
 BEACH 14,000.00  
 -----  
 37,400.00

Registered Interest	\$ 37,400.00
Matured Bonds	\$ 0.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

200-7-706-1899

TOTAL DUE \$ 37,400.00

Please return a copy of this notice with your remittance.  
 Payments by check are due 15 days prior to Funds Due Date.

Wire Instructions:

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9800006823  
 ATTN: DIANA VAN VLEET - 0185420189

ACH Instructions:

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9801018981  
 ATTN: DIANA VAN VLEET - 0185420189

Account Officer: DIANA VAN VLEET  
 Phone: 5153686063  
 Email: DIANA.VANVLEET@UMB.COM

CITY OF OTTUMWA  
 PROPOSED OPERATING BUDGET  
 2020-2021  
 FUND: AIRPORT TAX INCREMENT (TIF) (126)

	ACTUAL 2018-2019	BUDGET 2019-2020	ESTIMATED 2019-2020	REQUESTED 2020-2021	PROPOSED 2020-2021	APPROVED 2020-2021
CASH BALANCE - JULY 1	-	-	-	(83,377)	(83,377)	(83,377)
REVENUE:						
PROPERTY TAX - TIF	-	154,067	154,067	244,550		
TOTAL REVENUE	-	154,067	154,067	244,550	-	-
AMOUNT AVAILABLE	-	154,067	154,067	161,173	(83,377)	(83,377)
EXPENDITURES:						
TRANSFER TO DEBT SERVC		196,744	237,444	203,350		
TOTAL EXPENDITURES	-	196,744	237,444	203,350	-	-
FUND BALANCE - JUNE 30	-	(42,677)	(83,377)	(42,177)	(83,377)	(83,377)

Prepared 10/24/2019

**CITY OF OTTUMWA  
PROPOSED OPERATING BUDGET  
2020-2021  
FUND 200: DEBT SERVICE (200)**

	<u>ACTUAL 2018-2019</u>	<u>BUDGET 2019-2020</u>	<u>ESTIMATED 2019-2020</u>	<u>REQUESTED 2020-2021</u>	<u>PROPOSED 2020-2021</u>	<u>APPROVED 2020-2021</u>
FUND BALANCE - JULY 1	1,511,156	1,434,123	1,280,230	767,657	767,657	767,657
REVENUE:						
PROPERTY TAXES	2,182,453	1,926,241	1,926,241	-	-	-
STATE BACKFILL COMM PT	72,045	70,952	70,952	-	-	-
BOND PROCEEDS	39,039	-	-	-	-	-
TRANSFER-LOST (STREETS)	-	-	-	-	-	-
TRANSFER-LANDFILL SERIES 20	-	-	182,850	172,000	-	-
TRANSFER FROM SEWER 2017	159,974	157,017	157,017	153,456	-	-
TRANSFER FROM W/G TIF	597,104	421,568	421,568	130,309	-	-
TRANSFER FROM AIRPORT TIF	-	196,744	237,444	203,850	-	-
TRANSFER FROM SEWER(LAGC	259,956	265,617	265,617	266,941	-	-
TRANSFER FROM WW TIF	146,478	149,363	149,363	146,940	-	-
TRANSFER FROM SEWER (P 1)	245,300	256,850	256,850	252,350	-	-
BOND PROCEEDS	3,702,349	3,444,352	3,667,902	1,325,846	-	-
TOTAL REVENUE	5,213,505	4,878,475	4,948,132	2,093,503	767,657	767,657
AMOUNT AVAILABLE						
EXPENDITURES:						
PRINCIPAL PAYMENTS	3,515,000	3,430,000	3,555,000	3,260,000	-	-
INTEREST PAYMENTS	412,700	606,219	618,475	504,051	-	-
AGENT/DISCLOSURE FEES	5,575	7,000	7,000	5,750	-	-
TOTAL EXPENDITURES	3,933,275	4,043,219	4,180,475	3,769,801	-	-
FUND BALANCE - JUNE 30	1,280,230	835,256	767,657	(1,676,298)	767,657	767,657

Prepared 9/5/2019

CITY OF OTTUMWA  
JOURNAL VOUCHER

J.V. No. \_\_\_\_\_ DATE 10-29-19 POST PERIOD 12 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>125-9-910-6910</u>	<u>13,841.50</u>		} Series 2013 D
<u>2</u>	<u>125-1110</u>		<u>13,841.50</u>	
<u>3</u>	<u>125-9-910-6910</u>	<u>1567.50</u>		} Series 2013 A
<u>4</u>	<u>125-1110</u>		<u>1567.50</u>	
<u>5</u>	<u>200-1110</u>	<u>15,409.00</u>		} DEBT SERVICE
<u>6</u>	<u>200-000-4830</u>		<u>15,409.00</u>	
<u>7</u>				
<u>8</u>				
<u>9</u>				
<u>10</u>				
<u>11</u>				
<u>12</u>				
<u>13</u>				
<u>14</u>				

DESCRIPTION: Budget Trans - 125/200

COMMENT: Series 2013 D  
Series 2013 A

PREPARED BY: KM

APPROVED BY: \_\_\_\_\_



Invoice Date	10/02/2019
Funds Due Date	11/27/2019

CITY OF OTTUMWA  
 ATTN: CITY CLERK  
 105 E 3RD ST  
 OTTUMWA IA 52501

PAYMENT WILL BE  
 AUTOMATICALLY DEDUCTED  
 FROM YOUR ACCOUNT ON

NOV 27 2019

Issue 0185396249

THIS INVOICE IS FOR  
 INFORMATION ONLY  
 — DO NOT PAY —

CITY OF OTTUMWA  
 GENERAL OBLIGATION CAPITAL LOAN  
 NOTES SERIES 2013D, DTD 12/30/13

Issue Payment Date 12/01/2019

*Lagoon / test / debts / sewer 27,683.50*  
*WGT*  
*13,841.50*  


---

*41,525.00*

Registered Interest	\$ 41,525.00
Matured Bonds	\$ 0.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

*200-7-712-6899*

TOTAL DUE \$ 41,525.00

Please return a copy of this notice with your remittance.  
 Payments by check are due 15 days prior to Funds Due Date.

Wire Instructions:

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9800006823  
 ATTN: DIANA VAN VLEET - 0185396249

ACH Instructions:

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9801018981  
 ATTN: DIANA VAN VLEET - 0185396249

Account Officer: DIANA VAN VLEET  
 Phone: 5153686063  
 Email: DIANA.VANVLEET@UMB.COM



Invoice Date	10/02/2019
Funds Due Date	11/27/2019

CITY OF OTTUMWA  
 ATTN: CITY CLERK  
 105 E 3RD ST  
 OTTUMWA IA 52501

**PAYMENT WILL BE  
 AUTOMATICALLY DEDUCTED  
 FROM YOUR ACCOUNT ON**

**NOV 27 2019**

**THIS INVOICE IS FOR  
 INFORMATION ONLY  
 — DO NOT PAY —**

**Issue** 0185393469

CITY OF OTTUMWA  
 GENERAL OBLIGATION CORPORATE PURPOSE  
 BONDS, SERIES 2013A, DTD 5/1/13

**Issue Payment Date** 12/01/2019

Registered Interest	\$ 1,567.50
Matured Bonds	\$ 0.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

*200-7-715-6899*

**TOTAL DUE** \$ 1,567.50

**Please return a copy of this notice with your remittance.  
 Payments by check are due 15 days prior to Funds Due Date.**

**Wire Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9800006823  
 ATTN: DIANA VAN VLEET - 0185393469

**ACH Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9801018981  
 ATTN: DIANA VAN VLEET - 0185393469

**Account Officer:** DIANA VAN VLEET  
**Phone:** 5153686063  
**Email:** DIANA.VANVLEET@UMB.COM

**CITY OF OTTUMWA  
PROPOSED OPERATING BUDGET  
2020-2021  
FUND 200: DEBT SERVICE (200)**

	<u>ACTUAL 2018-2019</u>	<u>BUDGET 2019-2020</u>	<u>ESTIMATED 2019-2020</u>	<u>REQUESTED 2020-2021</u>	<u>PROPOSED 2020-2021</u>	<u>APPROVED 2020-2021</u>
FUND BALANCE - JULY 1	1,511,156	1,434,123	1,280,230	767,657	767,657	767,657
REVENUE:						
PROPERTY TAXES	2,182,453	1,926,241	1,926,241	-	-	-
STATE BACKFILL COMM PT	72,045	70,952	70,952	-	-	-
BOND PROCEEDS	39,039	-	-	-	-	-
TRANSFER-LOST (STREETS)	-	-	-	-	-	-
TRANSFER-LANDFILL SERIES 20	-	-	182,850	172,000	-	-
TRANSFER FROM SEWER 2017	159,974	157,017	157,017	153,456	-	-
TRANSFER FROM W/G TIF	597,104	421,568	421,568	130,309	-	-
TRANSFER FROM AIRPORT TIF	-	196,744	237,444	203,850	-	-
TRANSFER FROM SEWER(LAGC	259,956	265,617	265,617	266,941	-	-
TRANSFER FROM VW TIF	146,478	149,363	149,363	146,940	-	-
TRANSFER FROM SEWER (P 1)	245,300	256,850	256,850	252,350	-	-
BOND PROCEEDS	3,702,349	3,444,352	3,667,902	1,325,846	-	-
TOTAL REVENUE	5,213,505	4,878,475	4,948,132	2,093,503	767,657	767,657
AMOUNT AVAILABLE						
EXPENDITURES:						
PRINCIPAL PAYMENTS	3,515,000	3,430,000	3,555,000	3,260,000	-	-
INTEREST PAYMENTS	412,700	606,219	618,475	504,051	-	-
AGENT/DISCLOSURE FEES	5,575	7,000	7,000	5,750	-	-
TOTAL EXPENDITURES	3,933,275	4,043,219	4,180,475	3,769,801	-	-
FUND BALANCE - JUNE 30	1,280,230	835,256	767,657	(1,676,298)	767,657	767,657

Prepared 9/5/2019

CITY OF OTTUMWA  
PROPOSED OPERATING BUDGET  
2020-2021

FUND: WESTGATE TAX INCREMENT (TIF) (125)

	ACTUAL 2018-2019	BUDGET 2019-2020	ESTIMATED 2019-2020	REQUESTED 2020-2021	PROPOSED 2020-2021	APPROVED 2020-2021
CASH BALANCE - JULY 1	(32,647)	(14,598)	(21,116)	(21,116)	(21,116)	(21,116)
REVENUE:						
PROPERTY TAX - TIF	652,711	479,687	479,687	194,447		
TOTAL REVENUE	652,711	479,687	479,687	194,447	-	-
AMOUNT AVAILABLE	620,064	465,089	458,571	173,331	(21,116)	(21,116)
EXPENDITURES:						
510 DOWNTOWN MAINT/CHAM	34,076	38,119	38,119	39,138		
551 MAINSTREET PROGRAM	10,000	20,000	20,000	25,000		
DEBT SERVICE	597,104	421,568	421,568	130,309		
TOTAL EXPENDITURES	641,180	479,687	479,687	194,447	-	-
FUND BALANCE - JUNE 30	(21,116)	(14,598)	(21,116)	(21,116)	(21,116)	(21,116)

Prepared 8/27/2019



CITY OF OTTUMWA  
JOURNAL VOUCHER

J.V. No. \_\_\_\_\_ DATE 10-29-19 POST PERIOD 12 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>128-1-910-6910</u>	<u>26,931.25</u>	_____	} Wildwood TIF
<u>2</u>	<u>128-1110</u>	_____	<u>26,931.25</u>	
<u>3</u>	<u>200-000-4830</u>	_____	<u>26,931.25</u>	} DEBT. SERVICE
<u>4</u>	<u>200-1110</u>	<u>26,931.25</u>	_____	
<u>5</u>	_____	_____	_____	
<u>6</u>	_____	_____	_____	
<u>7</u>	_____	_____	_____	
<u>8</u>	_____	_____	_____	
<u>9</u>	_____	_____	_____	
<u>10</u>	_____	_____	_____	
<u>11</u>	_____	_____	_____	
<u>12</u>	_____	_____	_____	
<u>13</u>	_____	_____	_____	
<u>14</u>	_____	_____	_____	

DESCRIPTION: Budget Trans - 128/200

COMMENT: Series 2011A

PREPARED BY: Km

APPROVED BY: \_\_\_\_\_

CITY OF OTTUMWA  
 PROPOSED OPERATING BUDGET  
 2020-2021  
 FUND: WILDWOOD HIGHWAY 34 TIF (128)

	ACTUAL 2018-2019	BUDGET 2019-2020	ESTIMATED 2019-2020	REQUESTED 2020-2021	PROPOSED 2020-2021	APPROVED 2020-2021
CASH BALANCE - JULY 1	(154,652)	(133,852)	(131,779)	(113,864)	(113,864)	(113,864)
REVENUE:						
PROPERTY TAX - TIF	169,351	167,278	167,278	167,278		
TOTAL REVENUE	169,351	167,278	167,278	167,278	-	-
AMOUNT AVAILABLE	14,699	33,426	35,499	53,414	(113,864)	(113,864)
EXPENDITURES:						
DEBT SERVICE	146,478	149,363	149,363	146,940		
TOTAL EXPENDITURES	146,478	149,363	149,363	146,940	-	-
FUND BALANCE - JUNE 30	(131,779)	(115,937)	(113,864)	(93,526)	(113,864)	(113,864)

**CITY OF OTTUMWA**  
**PROPOSED OPERATING BUDGET**  
**2020-2021**  
**FUND 200: DEBT SERVICE (200)**

	<u>ACTUAL 2018-2019</u>	<u>BUDGET 2019-2020</u>	<u>ESTIMATED 2019-2020</u>	<u>REQUESTED 2020-2021</u>	<u>PROPOSED 2020-2021</u>	<u>APPROVED 2020-2021</u>
FUND BALANCE - JULY 1	1,511,156	1,434,123	1,280,230	767,657	767,657	767,657
REVENUE:						
PROPERTY TAXES	2,182,453	1,926,241	1,926,241	-	-	-
STATE BACKFILL COMM PT	72,045	70,952	70,952	-	-	-
BOND PROCEEDS	39,039	-	-	-	-	-
TRANSFER-LOST (STREETS)	-	-	-	-	-	-
TRANSFER-LANDFILL SERIES 20	-	-	182,850	172,000	-	-
TRANSFER FROM SEWER 2017	159,974	157,017	157,017	153,456	-	-
TRANSFER FROM W/G TIF	597,104	421,568	421,568	130,309	-	-
TRANSFER FROM AIRPORT TIF	-	196,744	237,444	203,850	-	-
TRANSFER FROM SEWER(LAGC	259,956	265,617	265,617	266,941	-	-
TRANSFER FROM WW TIF	146,478	149,363	149,363	146,940	-	-
TRANSFER FROM SEWER (P 1)	245,300	256,850	256,850	252,350	-	-
BOND PROCEEDS	3,702,349	3,444,352	3,667,902	1,325,846	-	-
TOTAL REVENUE	5,213,505	4,878,475	4,948,132	2,093,503	767,657	767,657
AMOUNT AVAILABLE						
EXPENDITURES:						
PRINCIPAL PAYMENTS	3,515,000	3,430,000	3,555,000	3,260,000	-	-
INTEREST PAYMENTS	412,700	606,219	618,475	504,051	-	-
AGENT/DISCLOSURE FEES	5,575	7,000	7,000	5,750	-	-
TOTAL EXPENDITURES	3,933,275	4,043,219	4,180,475	3,769,801	-	-
FUND BALANCE - JUNE 30	1,280,230	835,256	767,657	(1,676,298)	767,657	767,657

Prepared 9/5/2019



Invoice Date	10/02/2019
Funds Due Date	11/27/2019

CITY OF OTTUMWA  
 ATTN: CITY CLERK  
 105 E 3RD ST  
 OTTUMWA IA 52501

**PAYMENT WILL BE  
 AUTOMATICALLY DEDUCTED  
 FROM YOUR ACCOUNT ON**

**NOV 27 2019**

Issue 0185383908

**THIS INVOICE IS FOR  
 INFORMATION ONLY  
 — DO NOT PAY —**

CITY OF OTTUMWA GENERAL OBLIGATION  
 BOND ESSENTIAL CORPORATE PURPOSE  
 TAXABLE SERIES 2011A TAXABLE FOR

Issue Payment Date 12/01/2019

*Kohl's - WW DRIVE TIF*

Registered Interest	\$ 26,931.25
Matured Bonds	\$ 0.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

*200-7-709-6899*

**TOTAL DUE \$ 26,931.25**

**Please return a copy of this notice with your remittance.  
 Payments by check are due 15 days prior to Funds Due Date.**

**Wire Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9800006823  
 ATTN: DIANA VAN VLEET - 0185383908

**ACH Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9801018981  
 ATTN: DIANA VAN VLEET - 0185383908

**Account Officer: DIANA VAN VLEET**  
**Phone: 5153686063**  
**Email: DIANA.VANVLEET@UMB.COM**

CITY OF OTTUMWA  
JOURNAL VOUCHER

J.V. No. \_\_\_\_\_ DATE 10-29-19 POST PERIOD 12 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT
1	<u>121-9-910-6910</u>	<u>27,683.50</u>	
2	<u>121-1110</u>		<u>27,683.50</u>
3	<u>610-1110</u>	<u>27,683.50</u>	
4	<u>610-000-4830</u>		<u>27,683.50</u>
5	<u>200-1110</u>	<u>27,683.50</u>	
6	<u>200-000-4830</u>		<u>27,683.50</u>
7	<u>610-9-910-6910</u>	<u>27,683.50</u>	
8	<u>610-1110</u>		<u>27,683.50</u>
9			
10			
11			
12			
13			
14			

Transfer  
Lost/Sewer

Transfer  
Sewer to  
Debt Service

DESCRIPTION: Budget Tran- <sup>121</sup> <sup>200</sup> <sup>610</sup> lost/debts/SEWER

COMMENT: lagoon 2013D

PREPARED BY: KM

APPROVED BY: \_\_\_\_\_



Invoice Date	10/02/2019
Funds Due Date	11/27/2019

CITY OF OTTUMWA  
 ATTN: CITY CLERK  
 105 E 3RD ST  
 OTTUMWA IA 52501

PAYMENT WILL BE  
 AUTOMATICALLY DEDUCTED  
 FROM YOUR ACCOUNT ON

NOV 27 2019

THIS INVOICE IS FOR  
 INFORMATION ONLY  
 — DO NOT PAY —

Issue 0185396249

CITY OF OTTUMWA  
 GENERAL OBLIGATION CAPITAL LOAN  
 NOTES SERIES 2013D, DTD 12/30/13

Issue Payment Date 12/01/2019

*Lagoon / lost / debts / sewer 27,683.50*  
*WGT 13,841.50*  
41,525.00

Registered Interest	\$ 41,525.00
Matured Bonds	\$ 0.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

*200-7-712-6899*

**TOTAL DUE \$ 41,525.00**

Please return a copy of this notice with your remittance.  
 Payments by check are due 15 days prior to Funds Due Date.

**Wire Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9800006823  
 ATTN: DIANA VAN VLEET - 0185396249

**ACH Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9801018981  
 ATTN: DIANA VAN VLEET - 0185396249

Account Officer: DIANA VAN VLEET  
 Phone: 5153686063  
 Email: DIANA.VANVLEET@UMB.COM

**CITY OF OTTUMWA  
PROPOSED OPERATING BUDGET  
2020-2021  
FUND: SEWER (610)**

	<u>ACTUAL</u> <u>2018-2019</u>	<u>BUDGET</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2019-2020</u>	<u>REQUESTED</u> <u>2020-2021</u>	<u>PROPOSED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2020-2021</u>
EXPENDITURES:						
815 TREATMENT PLANT	2,874,776	3,155,174	3,155,174			
817 SEWER MAINTENANCE	793,746	762,012	762,012			
815 CAPITAL ITEMS	50,847	111,333	111,333			
815 PLANT IMPROVEMENTS	146,614	147,500	147,500			
817 CAPITAL ITEMS	41,101	37,560	37,560			
FACILITIES DEBT SERVICE	163,193	147,620	147,620	148,700		
PHASE 3 CSO DEBT SERVICE	312,533	311,658	311,658	311,653		
NORTH SIDE STUDY DEBT	97,680	-	-	-		
CSO-PHASE 5-DIV 2	197,847	195,090	195,090	195,410		
GO SEWER DEBT-PHASE 1	245,300	256,850	256,850	252,350		
GO SEWER DEBT-LAGOON/LOS	259,956	265,617	265,617	266,941		
GO SERIES 2017 SEWER	159,974	157,017	157,017	153,456		
820 CANTEEN ALLEY SEWER	(3,640)	-	-	-		
821 SANITARY SEWER ACCESS	6,782	50,000	50,000			
822 SLUICE GATE REPLACE	235	-	-			
823 SPOT SEWER REPAIR	23,190	-	-			
824 STORM WATER UTIL	18,716	4,471	4,471			
825 DOWNTOWN STORM/SANI	-	-	351,500			
826 CATCH BASIN	58,102	50,000	50,000			
827 MILNER ST PUMP	39,804	-	-			
829 ORCHARD ST STORM SEWE	-	-	-			
830 GLENWOOD INTAKE	5,036	-	25,000			
831 SEWER EASEMENT CLEANUP	-	25,000	25,000			
832 MILNER/FINLEY PUMP STATI	-	-	-			
TRANSFER-REPLACEMENT	500,000	500,000	500,000	500,000		
TRANSFER - DEBT	1,282,000	1,282,000	1,282,000	1,282,000		
<b>TOTAL EXPENDITURES</b>	<b>7,273,792</b>	<b>7,458,902</b>	<b>7,835,402</b>	<b>3,110,510</b>	<b>-</b>	<b>-</b>

Prepared 10/24/2019

**CITY OF OTTUMWA**  
**PROPOSED OPERATING BUDGET**  
**2020-2021**  
**FUND 200: DEBT SERVICE (200)**

	<u>ACTUAL 2018-2019</u>	<u>BUDGET 2019-2020</u>	<u>ESTIMATED 2019-2020</u>	<u>REQUESTED 2020-2021</u>	<u>PROPOSED 2020-2021</u>	<u>APPROVED 2020-2021</u>
FUND BALANCE - JULY 1	1,511,156	1,434,123	1,280,230	767,657	767,657	767,657
REVENUE:						
PROPERTY TAXES	2,182,453	1,926,241	1,926,241	-	-	-
STATE BACKFILL COMM PT	72,045	70,952	70,952	-	-	-
BOND PROCEEDS	39,039	-	-	-	-	-
TRANSFER-LOST (STREETS)	-	-	-	-	-	-
TRANSFER-LANDFILL SERIES 20	-	-	182,850	172,000	-	-
TRANSFER FROM SEWER 2017	159,974	157,017	157,017	153,456	-	-
TRANSFER FROM W/G TIF	597,104	421,568	421,568	130,309	-	-
TRANSFER FROM AIRPORT TIF	-	196,744	237,444	203,850	-	-
TRANSFER FROM SEWER(LAGC	259,956	265,617	265,617	266,941	-	-
TRANSFER FROM WW TIF	146,478	149,363	149,363	146,940	-	-
TRANSFER FROM SEWER (P 1)	245,300	256,850	256,850	252,350	-	-
BOND PROCEEDS	3,702,349	3,444,352	3,667,902	1,325,846	-	-
<b>TOTAL REVENUE</b>	<b>5,213,505</b>	<b>4,878,475</b>	<b>4,948,132</b>	<b>2,093,503</b>	<b>767,657</b>	<b>767,657</b>
AMOUNT AVAILABLE						
EXPENDITURES:						
PRINCIPAL PAYMENTS	3,515,000	3,430,000	3,555,000	3,260,000	-	-
INTEREST PAYMENTS	412,700	606,219	618,475	504,051	-	-
AGENT/DISCLOSURE FEES	5,575	7,000	7,000	5,750	-	-
<b>TOTAL EXPENDITURES</b>	<b>3,933,275</b>	<b>4,043,219</b>	<b>4,180,475</b>	<b>3,769,801</b>	<b>-</b>	<b>-</b>
FUND BALANCE - JUNE 30	1,280,230	835,256	767,657	(1,676,298)	767,657	767,657

Prepared 9/5/2019



CITY OF OTTUMWA  
JOURNAL VOUCHER

J.V. No. \_\_\_\_\_ DATE 10/24/19 POST PERIOD 12 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>610-9-910-6910</u>	<u>3381.75</u>		} SEWER
<u>2</u>	<u>610-1110</u>		<u>3381.75</u>	
<u>3</u>	<u>200-000-4830</u>		<u>3381.75</u>	} DEBT SERVICE
<u>4</u>	<u>200-1110</u>	<u>3381.75</u>		
<u>5</u>	_____	_____	_____	
<u>6</u>	_____	_____	_____	
<u>7</u>	_____	_____	_____	
<u>8</u>	_____	_____	_____	
<u>9</u>	_____	_____	_____	
<u>10</u>	_____	_____	_____	
<u>11</u>	_____	_____	_____	
<u>12</u>	_____	_____	_____	
<u>13</u>	_____	_____	_____	
<u>14</u>	_____	_____	_____	

DESCRIPTION: Budget Trans - <sup>610</sup>sewer/<sup>200</sup>debt s.

COMMENT: Series 2017 -60 Bond

PREPARED BY: KW

APPROVED BY: \_\_\_\_\_



Invoice Date	10/02/2019
Funds Due Date	11/27/2019

CITY OF OTTUMWA  
 ATTN: CITY CLERK  
 105 E 3RD ST  
 OTTUMWA IA 52501

**PAYMENT WILL BE  
 AUTOMATICALLY DEDUCTED  
 FROM YOUR ACCOUNT ON**

**Issue** 0185412947  
 OTTUMWA  
 GENERAL OBLIGATION BONDS  
 SERIES 2017

**NOV 27 2019**

**THIS INVOICE IS FOR  
 INFORMATION ONLY  
 — DO NOT PAY —**

**Issue Payment Date** 12/01/2019

*Debt Service* 30,437.00  
*Sewer Fund* 3381.75

Registered Interest	\$ 33,818.75
Matured Bonds	\$ 0.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

*200-7-701-1899*

**TOTAL DUE \$ 33,818.75**

**Please return a copy of this notice with your remittance.  
 Payments by check are due 15 days prior to Funds Due Date.**

**Wire Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9800006823  
 ATTN: DIANA VAN VLEET - 0185412947

**ACH Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9801018981  
 ATTN: DIANA VAN VLEET - 0185412947

**Account Officer:** DIANA VAN VLEET  
**Phone:** 5153686063  
**Email:** DIANA.VANVLEET@UMB.COM

**CITY OF OTTUMWA  
PROPOSED OPERATING BUDGET  
2020-2021  
FUND: SEWER (610)**

	<b>ACTUAL 2018-2019</b>	<b>BUDGET 2019-2020</b>	<b>ESTIMATED 2019-2020</b>	<b>REQUESTED 2020-2021</b>	<b>PROPOSED 2020-2021</b>	<b>APPROVED 2020-2021</b>
EXPENDITURES:						
815 TREATMENT PLANT	2,874,776	3,155,174	3,155,174			
817 SEWER MAINTENANCE	793,746	762,012	762,012			
815 CAPITAL ITEMS	50,847	111,333	111,333			
815 PLANT IMPROVEMENTS	146,614	147,500	147,500			
817 CAPITAL ITEMS	41,101	37,560	37,560			
FACILITIES DEBT SERVICE	163,193	147,620	147,620	148,700		
PHASE 3 CSO DEBT SERVICE	312,533	311,658	311,658	311,653		
NORTH SIDE STUDY DEBT	97,680	-	-	-		
CSO-PHASE 5-DIV 2	197,847	195,090	195,090	195,410		
GO SEWER DEBT-PHASE 1	245,300	256,850	256,850	252,350		
GO SEWER DEBT-LAGOON/LOS	259,956	265,617	265,617	266,941		
GO SERIES 2017 SEWER	159,974	157,017	157,017	153,456		
820 CANTEEN ALLEY SEWER	(3,640)	-	-	-		
821 SANITARY SEWER ACCESS	6,782	50,000	50,000			
822 SLUICE GATE REPLACE	235	-	-			
823 SPOT SEWER REPAIR	23,190	-	-			
824 STORM WATER UTIL	18,716	4,471	4,471			
825 DOWNTOWN STORM/SANI	-	-	351,500			
826 CATCH BASIN	58,102	50,000	50,000			
827 MILNER ST PUMP	39,804	-	-			
829 ORCHARD ST STORM SEWE	-	-	-			
830 GLENWOOD INTAKE	5,036	-	25,000			
831 SEWER EASEMENT CLEANUP	-	25,000	25,000			
832 MILNER/FINLEY PUMP STATI	-	-	-			
TRANSFER-REPLACEMENT	500,000	500,000	500,000	500,000		
TRANSFER - DEBT	1,282,000	1,282,000	1,282,000	1,282,000		
<b>TOTAL EXPENDITURES</b>	<b>7,273,792</b>	<b>7,458,902</b>	<b>7,835,402</b>	<b>3,110,510</b>	<b>-</b>	<b>-</b>

Prepared 10/24/2019

**CITY OF OTTUMWA  
PROPOSED OPERATING BUDGET  
2020-2021  
FUND 200: DEBT SERVICE (200)**

	<u>ACTUAL 2018-2019</u>	<u>BUDGET 2019-2020</u>	<u>ESTIMATED 2019-2020</u>	<u>REQUESTED 2020-2021</u>	<u>PROPOSED 2020-2021</u>	<u>APPROVED 2020-2021</u>
FUND BALANCE - JULY 1	1,511,156	1,434,123	1,280,230	767,657	767,657	767,657
REVENUE:						
PROPERTY TAXES	2,182,453	1,926,241	1,926,241	-	-	-
STATE BACKFILL COMM PT	72,045	70,952	70,952	-	-	-
BOND PROCEEDS	39,039	-	-	-	-	-
TRANSFER-LOST (STREETS)	-	-	-	-	-	-
TRANSFER-LANDFILL SERIES 20	-	-	182,850	172,000	-	-
TRANSFER FROM SEWER 2017	159,974	157,017	157,017	153,456	-	-
TRANSFER FROM W/G TIF	597,104	421,568	421,568	130,309	-	-
TRANSFER FROM AIRPORT TIF	-	196,744	237,444	203,850	-	-
TRANSFER FROM SEWER(LAGC	259,956	265,617	265,617	266,941	-	-
TRANSFER FROM WW TIF	146,478	149,363	149,363	146,940	-	-
TRANSFER FROM SEWER (P 1)	245,300	256,850	256,850	252,350	-	-
BOND PROCEEDS	3,702,349	3,444,352	3,667,902	1,325,846	-	-
TOTAL REVENUE	5,213,505	4,878,475	4,948,132	2,093,503	767,657	767,657
AMOUNT AVAILABLE						
	3,515,000	3,430,000	3,555,000	3,260,000		
EXPENDITURES:	412,700	606,219	618,475	504,051		
PRINCIPAL PAYMENTS	5,575	7,000	7,000	5,750		
INTEREST PAYMENTS	3,933,275	4,043,219	4,180,475	3,769,801		
AGENT/DISCLOSURE FEES						
TOTAL EXPENDITURES	1,280,230	835,256	767,657	(1,676,298)	767,657	767,657
FUND BALANCE - JUNE 30						

Prepared 9/5/2019

CITY OF OTTUMWA  
JOURNAL VOUCHER

J.V. No. \_\_\_\_\_ DATE 10/29/19 POST PERIOD 12 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>610-9-910-6910</u>	<u>15,425.00</u>		} Sewer
<u>2</u>	<u>610-1110</u>		<u>15,425.00</u>	
<u>3</u>	<u>200-000-4830</u>		<u>15,425.00</u>	} DEBT SERVICE
<u>4</u>	<u>200-1110</u>	<u>15,425.00</u>		
<u>5</u>	_____	_____	_____	
<u>6</u>	_____	_____	_____	
<u>7</u>	_____	_____	_____	
<u>8</u>	_____	_____	_____	
<u>9</u>	_____	_____	_____	
<u>10</u>	_____	_____	_____	
<u>11</u>	_____	_____	_____	
<u>12</u>	_____	_____	_____	
<u>13</u>	_____	_____	_____	
<u>14</u>	_____	_____	_____	

DESCRIPTION: Budget Trans - <sup>610/200</sup> sewer/debts / phase 1

COMMENT: Phase 1 - GO BOND

PREPARED BY: Km

APPROVED BY: \_\_\_\_\_



Invoice Date	10/02/2019
Funds Due Date	11/27/2019

CITY OF OTTUMWA  
 ATTN: CITY CLERK  
 105 E 3RD ST  
 OTTUMWA IA 52501

**PAYMENT WILL BE  
 AUTOMATICALLY DEDUCTED  
 FROM YOUR ACCOUNT ON**

**NOV 27 2019**

Issue 0185386869

CITY OF OTTUMWA  
 GENERAL OBLIGATION CAPITAL LOAN NOTE  
 CORPORATE PURPOSE SERIES 2012

**THIS INVOICE IS FOR  
 INFORMATION ONLY  
 — DO NOT PAY —**

Issue Payment Date 12/01/2019

*Phase 1*

Registered Interest	\$ 15,425.00
Matured Bonds	\$ 0.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

*200-7-702-6899*

**TOTAL DUE \$ 15,425.00**

**Please return a copy of this notice with your remittance.  
 Payments by check are due 15 days prior to Funds Due Date.**

**Wire Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9800006823  
 ATTN: DIANA VAN VLEET - 0185386869

**ACH Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9801018981  
 ATTN: DIANA VAN VLEET - 0185386869

Account Officer: DIANA VAN VLEET  
 Phone: 5153686063  
 Email: DIANA.VANVLEET@UMB.COM

**CITY OF OTTUMWA  
PROPOSED OPERATING BUDGET  
2020-2021  
FUND 200: DEBT SERVICE (200)**

	<u>ACTUAL 2018-2019</u>	<u>BUDGET 2019-2020</u>	<u>ESTIMATED 2019-2020</u>	<u>REQUESTED 2020-2021</u>	<u>PROPOSED 2020-2021</u>	<u>APPROVED 2020-2021</u>
FUND BALANCE - JULY 1	1,511,156	1,434,123	1,280,230	767,657	767,657	767,657
REVENUE:						
PROPERTY TAXES	2,182,453	1,926,241	1,926,241	-	-	-
STATE BACKFILL COMM PT	72,045	70,952	70,952	-	-	-
BOND PROCEEDS	39,039	-	-	-	-	-
TRANSFER-LOST (STREETS)	-	-	-	-	-	-
TRANSFER-LANDFILL SERIES 20	-	-	182,850	172,000	-	-
TRANSFER FROM SEWER 2017	159,974	157,017	157,017	153,456	-	-
TRANSFER FROM W/G TIF	597,104	421,568	421,568	130,309	-	-
TRANSFER FROM AIRPORT TIF	-	196,744	237,444	203,850	-	-
TRANSFER FROM SEWER(LAGC)	259,956	265,617	265,617	266,941	-	-
TRANSFER FROM WW TIF	146,478	149,363	149,363	146,940	-	-
TRANSFER FROM SEWER (P 1)	245,300	256,850	256,850	252,350	-	-
BOND PROCEEDS	3,702,349	3,444,352	3,667,902	1,325,846	-	-
<b>TOTAL REVENUE</b>	<b>5,213,505</b>	<b>4,878,475</b>	<b>4,948,132</b>	<b>2,093,503</b>	<b>767,657</b>	<b>767,657</b>
AMOUNT AVAILABLE						
EXPENDITURES:						
PRINCIPAL PAYMENTS	3,515,000	3,430,000	3,555,000	3,260,000	-	-
INTEREST PAYMENTS	412,700	606,219	618,475	504,051	-	-
AGENT/DISCLOSURE FEES	5,575	7,000	7,000	5,750	-	-
<b>TOTAL EXPENDITURES</b>	<b>3,933,275</b>	<b>4,043,219</b>	<b>4,180,475</b>	<b>3,769,801</b>	<b>-</b>	<b>-</b>
FUND BALANCE - JUNE 30	1,280,230	835,256	767,657	(1,676,298)	767,657	767,657

Prepared 9/5/2019

**CITY OF OTTUMWA**  
**PROPOSED OPERATING BUDGET**  
**2020-2021**  
**FUND: SEWER (610)**

	<u>ACTUAL</u> <u>2018-2019</u>	<u>BUDGET</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2019-2020</u>	<u>REQUESTED</u> <u>2020-2021</u>	<u>PROPOSED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2020-2021</u>
EXPENDITURES:						
815 TREATMENT PLANT	2,874,776	3,155,174	3,155,174			
817 SEWER MAINTENANCE	793,746	762,012	762,012			
815 CAPITAL ITEMS	50,847	111,333	111,333			
815 PLANT IMPROVEMENTS	146,614	147,500	147,500			
817 CAPITAL ITEMS	41,101	37,560	37,560			
FACILITIES DEBT SERVICE	163,193	147,620	147,620	148,700		
PHASE 3 CSO DEBT SERVICE	312,533	311,658	311,658	311,653		
NORTH SIDE STUDY DEBT	97,680	-	-			
CSO-PHASE 5-DIV 2	197,847	195,090	195,090	195,410		
GO SEWER DEBT-PHASE 1	245,300	256,850	256,850	252,350		
GO SEWER DEBT-LAGOON/LOS	259,956	265,617	265,617	266,941		
GO SERIES 2017 SEWER	159,974	157,017	157,017	153,456		
820 CANTEEN ALLEY SEWER	(3,640)	-	-			
821 SANITARY SEWER ACCESS	6,782	50,000	50,000			
822 SLUICE GATE REPLACE	235	-	-			
823 SPOT SEWER REPAIR	23,190	-	-			
824 STORM WATER UTIL	18,716	4,471	4,471			
825 DOWNTOWN STORM/SANI	-	-	351,500			
826 CATCH BASIN	58,102	50,000	50,000			
827 MILNER ST PUMP	39,804	-	-			
829 ORCHARD ST STORM SEWE	-	-	-			
830 GLENWOOD INTAKE	5,036	-	25,000			
831 SEWER EASEMENT CLEANUP	-	25,000	25,000			
832 MILNER/FINLEY PUMP STATI	-	-	-			
TRANSFER-REPLACEMENT	500,000	500,000	500,000	500,000		
TRANSFER - DEBT	1,282,000	1,282,000	1,282,000	1,282,000		
<b>TOTAL EXPENDITURES</b>	<b>7,273,792</b>	<b>7,458,902</b>	<b>7,835,402</b>	<b>3,110,510</b>	<b>-</b>	<b>-</b>

Prepared 10/24/2019



CITY OF OTTUMWA  
JOURNAL VOUCHER

J.V. No. \_\_\_\_\_ DATE 10-29-19 POST PERIOD 12 2019

DIST NO	ACCOUNT NUMBER	DEBIT AMOUNT	CREDIT AMOUNT	
<u>1</u>	<u>200-1110</u>	<u>27,200.00</u>		} DEBT SERVICE
<u>2</u>	<u>200-000-4830</u>		<u>27,200.00</u>	
<u>3</u>	<u>670-9-910-6910</u>	<u>27,200.00</u>		} Landfill
<u>4</u>	<u>670-1110</u>		<u>27,200.00</u>	
<u>5</u>	_____	_____	_____	
<u>6</u>	_____	_____	_____	
<u>7</u>	_____	_____	_____	
<u>8</u>	_____	_____	_____	
<u>9</u>	_____	_____	_____	
<u>10</u>	_____	_____	_____	
<u>11</u>	_____	_____	_____	
<u>12</u>	_____	_____	_____	
<u>13</u>	_____	_____	_____	
<u>14</u>	_____	_____	_____	

DESCRIPTION: Budget Trans - Landfill / Debt S.

COMMENT: Series 2019 A

PREPARED BY: Km

APPROVED BY: \_\_\_\_\_



Invoice Date	10/02/2019
Funds Due Date	11/27/2019

CITY OF OTTUMWA  
 ATTN: CITY CLERK  
 105 E 3RD ST  
 OTTUMWA IA 52501

**PAYMENT WILL BE  
 AUTOMATICALLY DEDUCTED  
 FROM YOUR ACCOUNT ON**

**NOV 27 2019**

**THIS INVOICE IS FOR  
 INFORMATION ONLY  
 — DO NOT PAY —**

Issue 0185420171

CITY OF OTTUMWA  
 GENERAL OBLIGATION BONDS  
 SERIES 2019A

Issue Payment Date 12/01/2019

<i>DEBT SERVICE</i>	<i>85,900.00</i>
<i>LANDFILL</i>	<i>27,200.00</i>
<i>200,151,301,315,313</i>	
	<u><i>113,100.00</i></u>

Registered Interest	\$113,100.00
Matured Bonds	\$ 0.00
Called Bonds	\$ 0.00
Principal Reduction	\$ 0.00
Coupon Interest	\$ 0.00

*200-7-706-6899*

**TOTAL DUE \$113,100.00**

**Please return a copy of this notice with your remittance.  
 Payments by check are due 15 days prior to Funds Due Date.**

**Wire Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9800006823  
 ATTN: DIANA VAN VLEET - 0185420171

**ACH Instructions:**

UMB BANK NA  
 BNF NAME: TRUST OPERATIONS  
 ABA: 101 000 695  
 BNF A/C: 9801018981  
 ATTN: DIANA VAN VLEET - 0185420171

Account Officer: DIANA VAN VLEET  
 Phone: 5153686063  
 Email: DIANA.VANVLEET@UMB.COM

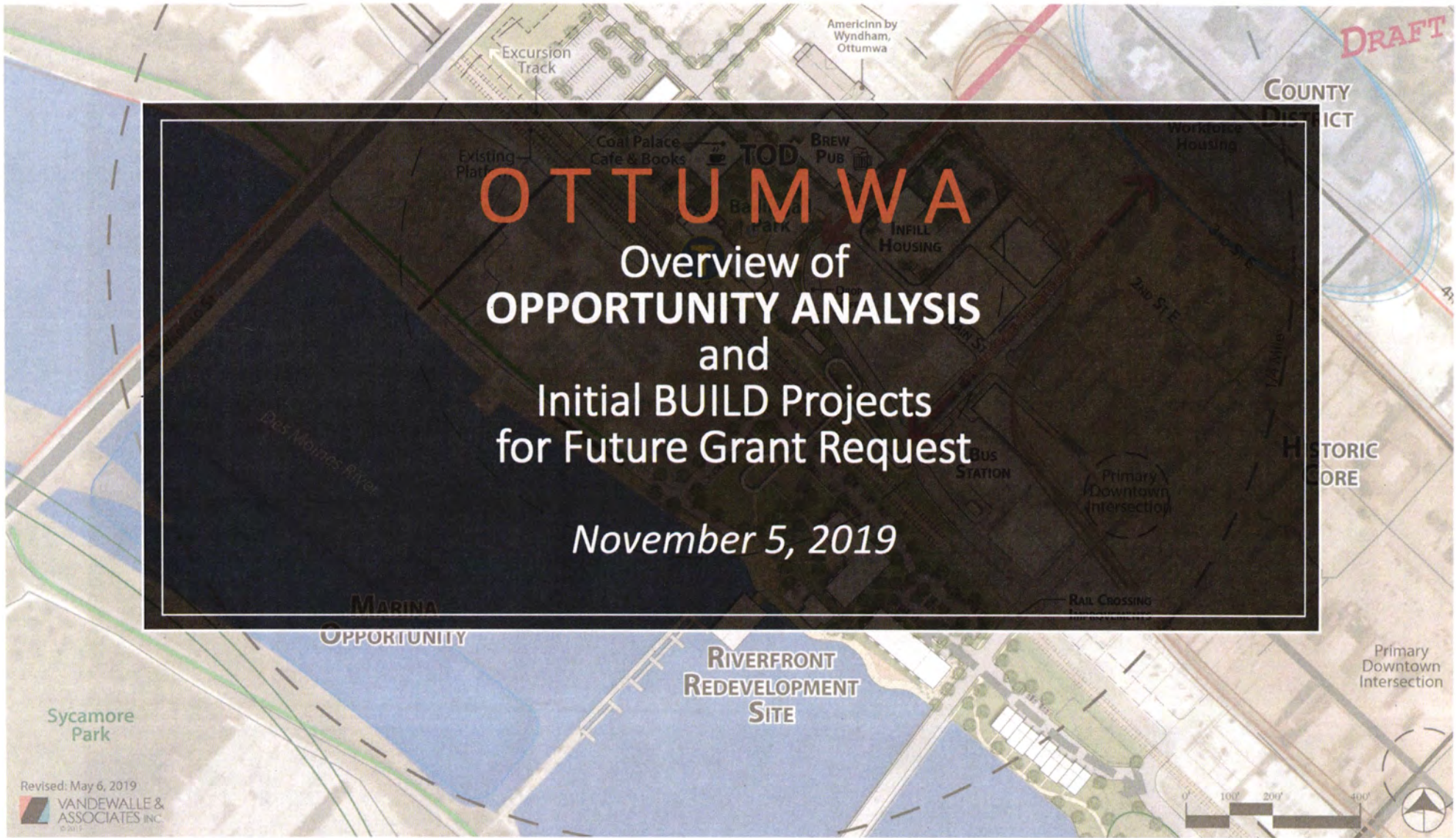
**CITY OF OTTUMWA**  
**PROPOSED OPERATING BUDGET**  
**2020-2021**  
**FUND: LANDFILL (670)**

	<u>ACTUAL</u> <u>2018-2019</u>	<u>BUDGET</u> <u>2019-2020</u>	<u>ESTIMATED</u> <u>2019-2020</u>	<u>REQUESTED</u> <u>2020-2021</u>	<u>PROPOSED</u> <u>2020-2021</u>	<u>APPROVED</u> <u>2020-2021</u>
FUND BALANCE - JULY 1	1,927,059	2,325,664	3,292,140	2,139,647	2,139,647	2,139,647
REVENUE:						
LANDFILL FEES	2,072,890	1,985,000	1,985,000			
YARD WASTE DISPOSAL	-	15,000	15,000			
BOND ISSUANCE	1,360,000	-	-			
INVESTMENT INCOME	57,993	30,000	30,000			
MISCELLANEOUS	5,597	45,000	45,000			
TOTAL REVENUE	3,496,480	2,075,000	2,075,000	-	-	-
AMOUNT AVAILABLE	5,423,539	4,400,664	5,367,140	2,139,647	2,139,647	2,139,647
EXPENDITURES:						
LANDFILL OPERATIONS	1,125,928	1,165,143	1,165,143			
CAPITAL ITEMS	770,126	1,589,500	1,589,500			
TRANSFER TO RECYCLING	210,000	210,000	210,000			
TRANSFER TO RESERVE	21,092	50,000	50,000			
DEBT SERVICE	-	-	182,850	172,000		
COMPOSTING OPERATIONS	4,253	30,000	30,000			
TOTAL EXPENDITURES	2,131,399	3,044,643	3,227,493	172,000	-	-
FUND BALANCE - JUNE 30	3,292,140	1,356,021	2,139,647	1,967,647	2,139,647	2,139,647

**CITY OF OTTUMWA**  
**PROPOSED OPERATING BUDGET**  
**2020-2021**  
**FUND 200: DEBT SERVICE (200)**

	<u>ACTUAL 2018-2019</u>	<u>BUDGET 2019-2020</u>	<u>ESTIMATED 2019-2020</u>	<u>REQUESTED 2020-2021</u>	<u>PROPOSED 2020-2021</u>	<u>APPROVED 2020-2021</u>
FUND BALANCE - JULY 1	1,511,156	1,434,123	1,280,230	767,657	767,657	767,657
REVENUE:						
PROPERTY TAXES	2,182,453	1,926,241	1,926,241	-	-	-
STATE BACKFILL COMM PT	72,045	70,952	70,952	-	-	-
BOND PROCEEDS	39,039	-	-	-	-	-
TRANSFER-LOST (STREETS)	-	-	-	-	-	-
TRANSFER-LANDFILL SERIES 20	-	-	-	-	-	-
TRANSFER FROM SEWER 2017	159,974	157,017	182,850	172,000	-	-
TRANSFER FROM W/G TIF	597,104	421,568	421,568	130,309	-	-
TRANSFER FROM AIRPORT TIF	-	196,744	237,444	203,850	-	-
TRANSFER FROM SEWER(LAGC	259,956	265,617	265,617	266,941	-	-
TRANSFER FROM WW TIF	146,478	149,363	149,363	146,940	-	-
TRANSFER FROM SEWER (P 1)	245,300	256,850	256,850	252,350	-	-
BOND PROCEEDS	3,702,349	3,444,352	3,667,902	1,325,846	-	-
TOTAL REVENUE	5,213,505	4,878,475	4,948,132	2,093,503	767,657	767,657
AMOUNT AVAILABLE						
EXPENDITURES:						
PRINCIPAL PAYMENTS	3,515,000	3,430,000	3,555,000	3,260,000	-	-
INTEREST PAYMENTS	412,700	606,219	618,475	504,051	-	-
AGENT/DISCLOSURE FEES	5,575	7,000	7,000	5,750	-	-
TOTAL EXPENDITURES	3,933,275	4,043,219	4,180,475	3,769,801	-	-
FUND BALANCE - JUNE 30	1,280,230	835,256	767,657	(1,676,298)	767,657	767,657

Prepared 9/5/2019



**OTTUMWA**  
 Overview of  
**OPPORTUNITY ANALYSIS**  
 and  
 Initial BUILD Projects  
 for Future Grant Request  
*November 5, 2019*

# IMPLEMENTATION CHART

## PROJECT MANAGEMENT TEAM

Responsible for implementing individual opportunities

## DESIGN-BUILD MANAGEMENT TEAM (DBMT) PROCESS

Design review process, triggered by a developer opportunity

## GRANT TEAM

### RIVERFRONT STEERING COMMITTEE

Provides leadership and coordination between opportunities

- Holly Berg
- Chris Bowers
- Lesley Conning
- Steve Dust
- Kevin Flanagan
- Kelly Genners
- Brad Grefe
- Mike Hefferman
- Kim Hellige
- Mayor Tom Lazlo
- Brian Morgan
- Andrew Morris
- Gene Rathje
- Larry Seals
- Marlene Sprouse
- Sharon Stroh
- Andy Wartenberg
- Fred Zesiger

#### OPPORTUNITY 1:

#### AMTRAK STATION & AMTRAK SQUARE

#### PROJECT MANAGEMENT TEAM 1:

- Legacy
- V&A
- City
- Museum
- Area 15

Amtrak Station and Amtrak Site and Parking Area

#### GRANT FUNDING TEAM:

1. BUILD Grant

#### OPPORTUNITY 2:

#### TRANSIT-ORIENTED DEVELOPMENT

#### PROJECT MANAGEMENT TEAM 2:

- City Planner
- Legacy Foundation
- V&A
- Main Street

Transit-Oriented Development DBMT

- Brewery
- Hutchinson Wholesale
- Housing Infill @ Main/Washington

#### OPPORTUNITY 3:

#### RIVERFRONT REDEVELOPMENT SITE

#### PROJECT MANAGEMENT TEAM 3:

- City Planner
- Legacy Foundation
- V&A
- Mayor
- Main Street
- Ottumwa Water Works

Riverfront Redevelopment DBMT

- Riverfront Apartments
- Historic Pump House

#### OPPORTUNITY 4:

#### ELECTRIC PARK

#### PROJECT MANAGEMENT TEAM 4:

- Riverfront Steering Committee
- Arts Committee
- Service Clubs
- Parks Department

Electric Park and Trail Funding

#### OPPORTUNITY 5:

#### HYDRODAM AND MICROGRID

#### PROJECT MANAGEMENT TEAM 5:

- City Public Works
- V&A
- Ottumwa Water Works
- Legacy Foundation
- City Planning
- Alliant Energy

#### GRANT FUNDING TEAM:

2. Hydrodam Funding

#### OPPORTUNITY 6:

#### CHICAGO-OMAHA EXCURSION

#### PROJECT MANAGEMENT TEAM 6:

- Convention & Visitors Bureau
- Main Street
- Mayor's Office

#### OPPORTUNITY 7:

#### OXBOW

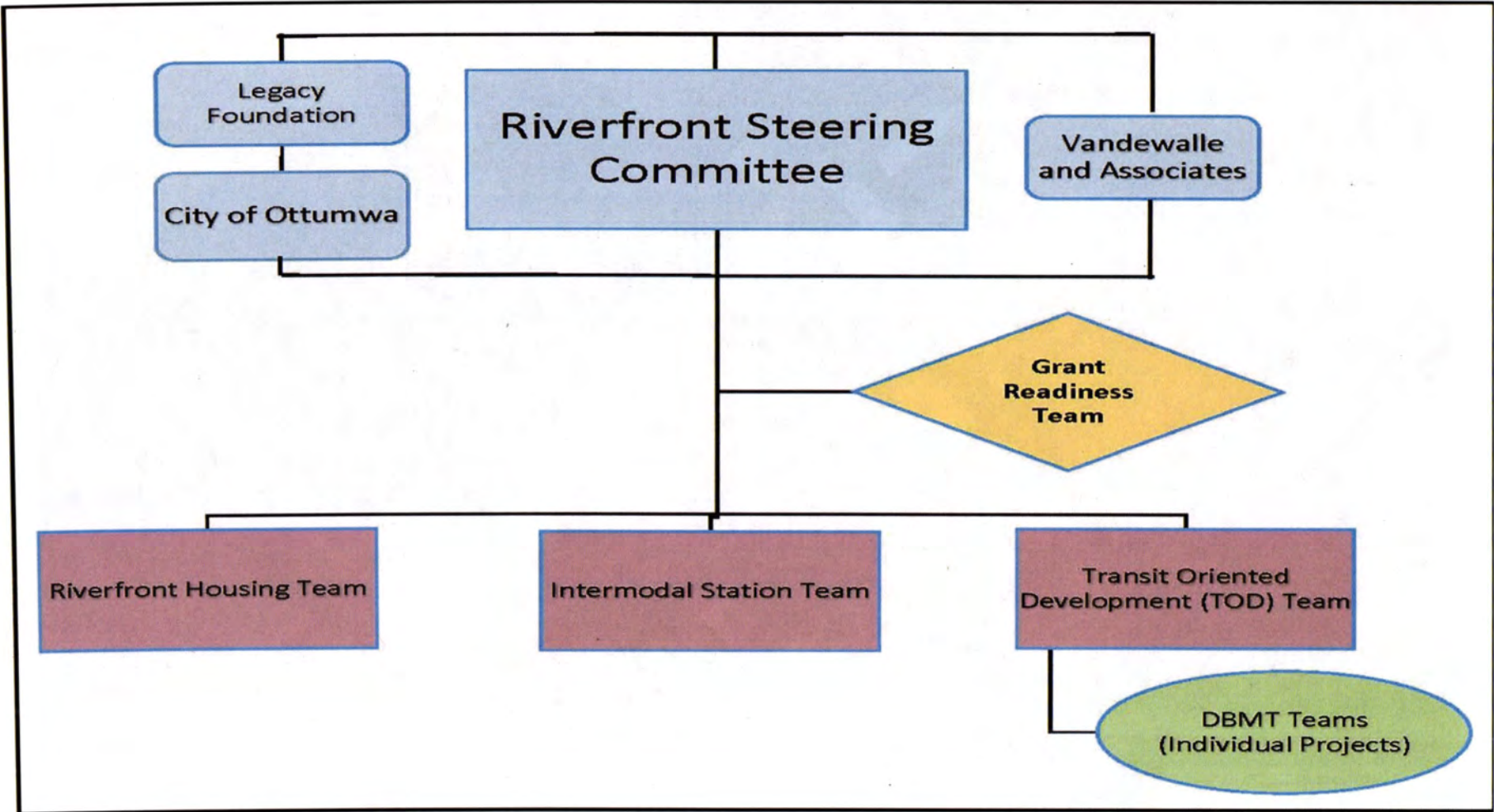
#### PROJECT MANAGEMENT TEAM 7:

- City Planning
- Legacy Foundation
- Trails

**WORKING DRAFT**  
4.1.19



VANDEWALLE & ASSOCIATES INC.





**OPPORTUNITY ANALYSIS  
DOWNTOWN  
OTTUMWA, IOWA**

**DRAFT**





A nighttime photograph of a city street. In the foreground, there are long, horizontal light trails from moving vehicles, appearing as streaks of white and yellow light. In the background, there are buildings and streetlights. A prominent sign on a building reads "WELCOME TO OTTUMWA". Above the sign, the word "OTTUMWA" is written vertically in large letters. The overall scene is dark, with the lights providing the main illumination.

## EXISTING CONDITIONS & DOWNTOWN ASSETS

- Amtrak Station on California Zephyr Line
- Bridge View Center and Proposed Hotel
- Riverfront Redevelopment Site & Locally-owned Hydroelectric Dam
- Historic Building Stock & Active Main Street Façade Program
- Natural Areas, Riverfront, and Trail System
- Centralized Employment Center and Convenient Highway Access



# OTTUMWA OPPORTUNITY ANALYSIS

- #1: Upgrade Amtrak Station to Increase Ottumwa's Downtown and Regional Appeal
- #2: Create TOD around Amtrak Station to Attract Private Investment and Enhance Downtown Vibrancy
- #3: Prioritize Riverfront Revitalization including New Residential Apartments
- #4: Boost Riverwalk System with Dynamic Riverfront "Electric Park" Venue
- #5: Leverage Locally-owned Hydropower Dam for Advanced Green Energy Microgrid
- #6: Develop Ottumwa as Excursion Destination within Chicago to Omaha Corridor
- #7: Reposition the Oxbow as Enhanced Downtown Gateway and Sports Trailhead

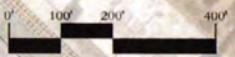


**BUILD PROJECTS & DEVELOPMENT PROJECTS**  
DOWNTOWN  
OTTUMWA, IOWA

**DRAFT**



- 1 BUILD PROJECTS
- A DEVELOPMENT PROJECTS
- SURFACE LEVEL IMPROVEMENTS
- TRAIL



63

149

S WAPELLO ST

W MAIN ST

Excursion Track

Long-Term Parking for Transit Station & Redeveloped Buildings

Revised: May 7, 2019  
VANDEWALLE & ASSOCIATES INC.  
© 2019

Train Station Access Route From Hwy 63

S MARION ST

N WASHINGTON ST

2ND ST E

Auto Care

BREW PUB

INFILL HOUSING

Pharmacy

ENTRANCE FEATURE

ADAPTIVE REUSE

COAL PALACE CAFE & BOOKS

Ballingall Park

TRAIN STATION & WAPELLO COUNTY HISTORICAL MUSEUM

EXCURSION & LOCAL BUS STOP

CLOCK TOWER

TAXI/RIDESHARE PARKING

Bank

BICYCLE PARKING

TRAIN VIEWING PLATFORM

EXPANDED PARKING

CLUBHOUSE

STAIRS

COURT ST (EXPANDED)

RIVER ST

PATH

SMID Boundary

DOCK & PATIO IMPROVEMENTS

BRICK STREET/ ENTRYWAY

POTENTIAL MUSEUM ENTRANCE

EXISTING MUSEUM & TRAIN STATION ENTRANCE

TRAIN CARS  
-OUTDOOR MUSEUM DISPLAYS  
-POTENTIAL RETAIL SHOPS

Potential Pedestrian Bridge



### TRANSIT ORIENTED DEVELOPMENT CONCEPT PLAN, OPPORTUNITY #2

OTTUMWA, IOWA

Downtown Connection

**DRAFT**

Historic Downtown Core

E MAIN ST

Planned Bus Shelter Relocation

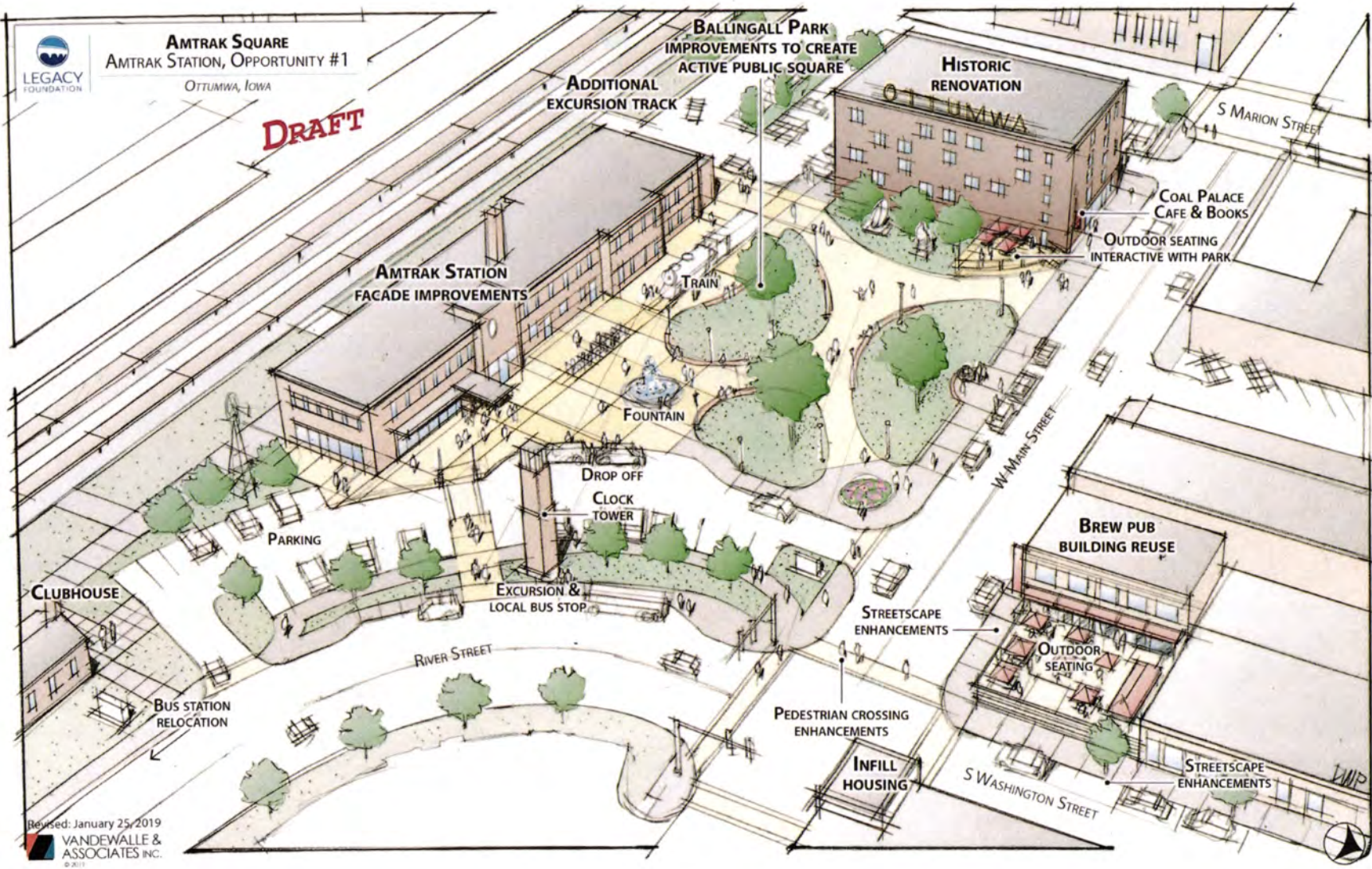
Bus Stacking





**AMTRAK SQUARE**  
 AMTRAK STATION, OPPORTUNITY #1  
 OTTUMWA, IOWA

**DRAFT**



Revised: January 25, 2019  
 VANDEWALLE &  
 ASSOCIATES INC.  
 © 2019





EXISTING BUILDING

POTENTIAL  
BUILDING REUSE

RESIDENTIAL

MIXED USE

TOWNHOMES

Washington

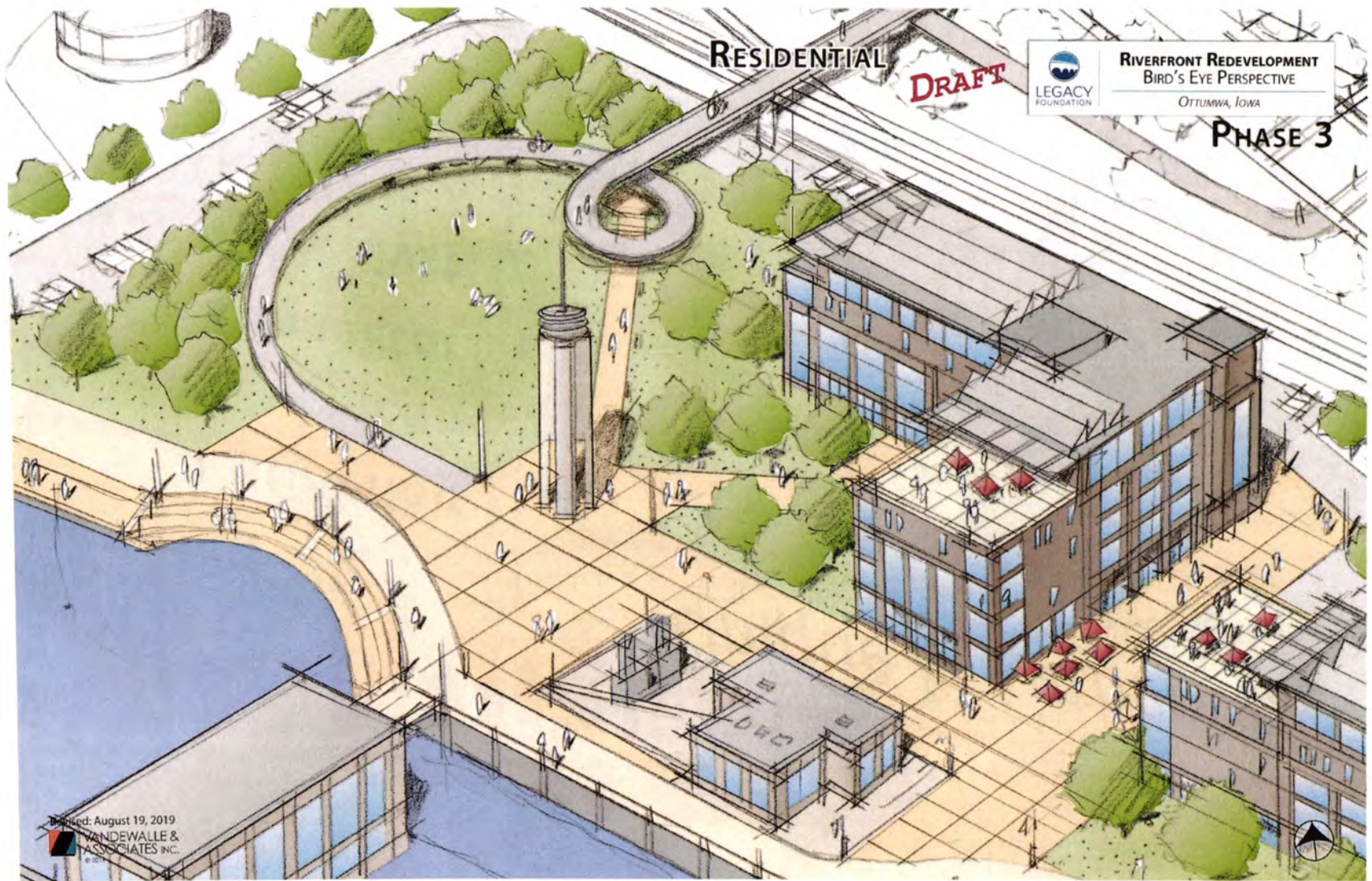
Court Street

Main Street

River Street

Des Moines River

Market Street



RESIDENTIAL

DRAFT

LEGACY FOUNDATION

RIVERFRONT REDEVELOPMENT  
BIRD'S EYE PERSPECTIVE  
OTTUMWA, IOWA

PHASE 3

Prepared: August 19, 2019  
VANDEWALLE &  
ASSOCIATES INC.



An architectural sketch of a park area. In the center, a red banner contains the text 'ELECTRIC PARK' in white, bold, sans-serif font, and 'Unique & Authentic' in a smaller, white, sans-serif font below it. To the left, four orange horizontal lines separate the words 'Destination', 'Icon', 'Connector', and 'Catalyst', which are written in a bold, black, sans-serif font. The sketch shows a multi-story building with a prominent blue spiral staircase on its exterior. In the foreground, several stylized human figures are walking and sitting on a bench. The background features trees and a sky with faint, circular patterns. The overall style is a loose, hand-drawn architectural rendering.

# **ELECTRIC PARK**

*Unique & Authentic*

**Destination**

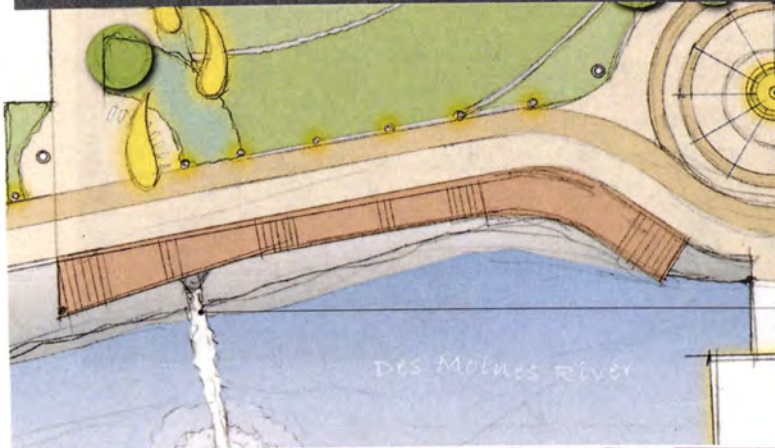
**Icon**

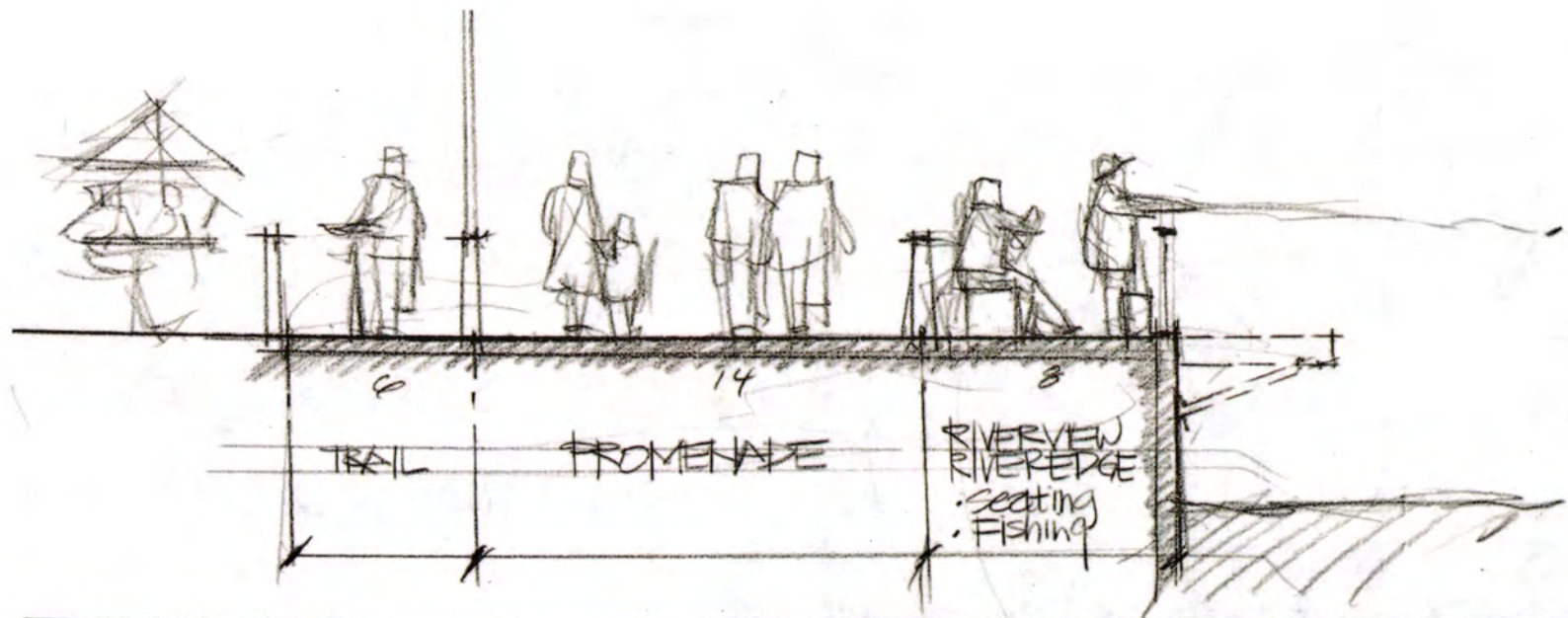
**Connector**

**Catalyst**



# River Edge Activity





# Fish

## ELECTRIC PARK

Nearest City:

Ottumwa

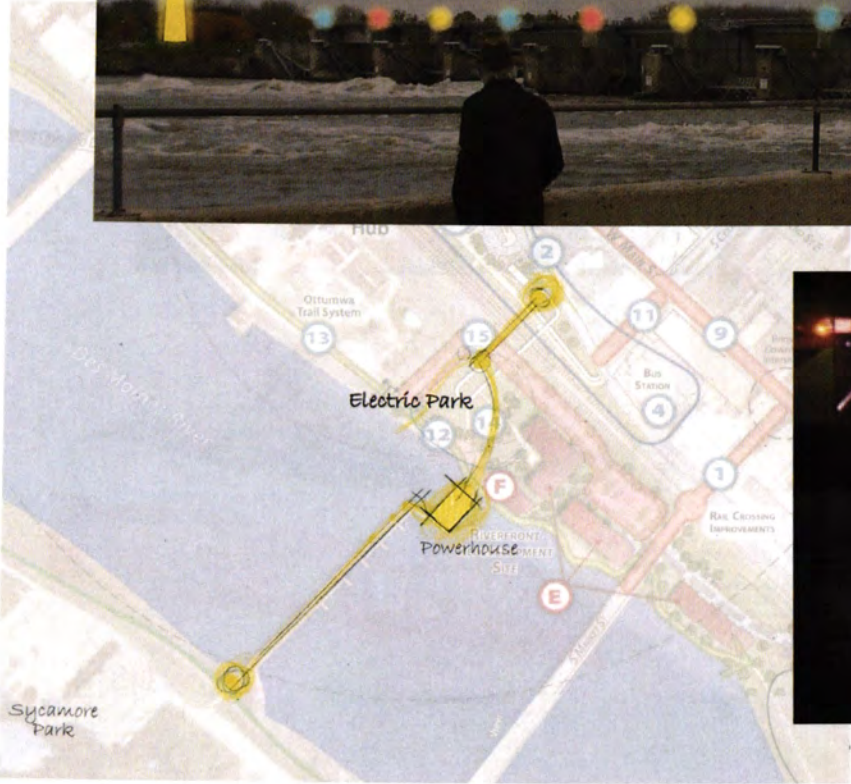
Lake Type:

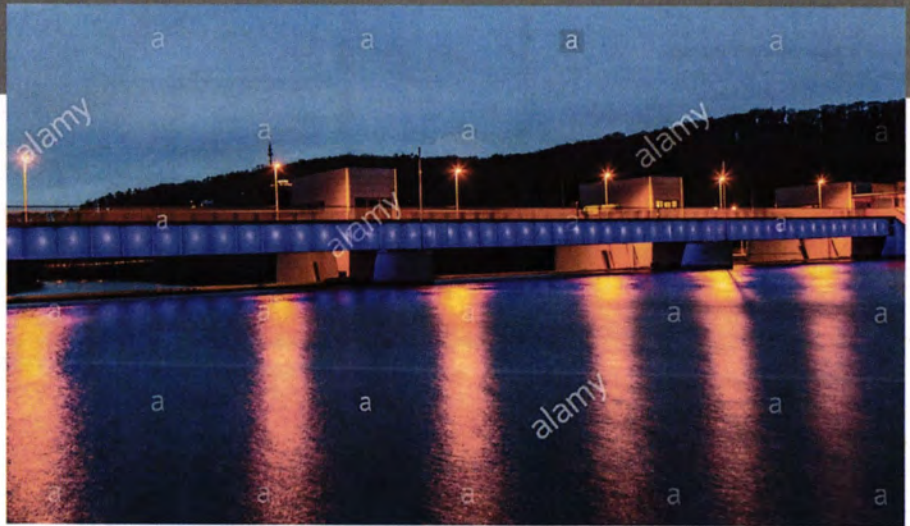
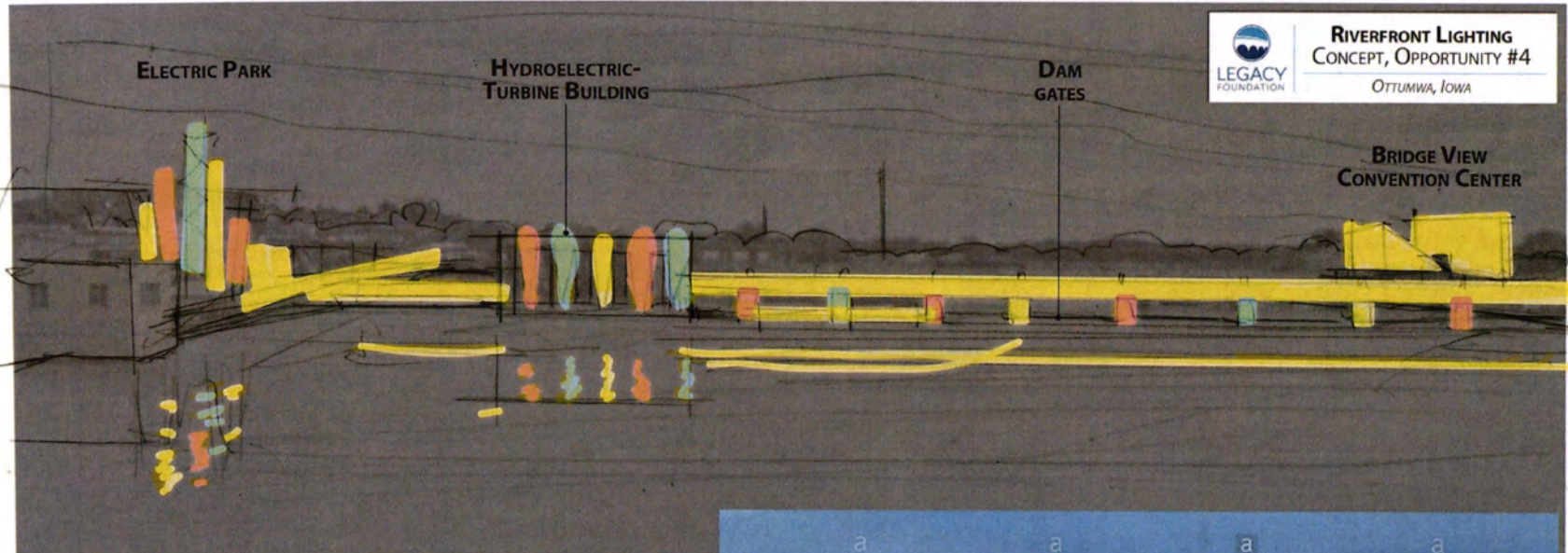
Channel Catfish, Flathead Catfish, Goldeye, Northern Pike, Paddlefish, Saugeye, Shortnose Gar, Shovelnose Sturgeon, Smallmouth Bass, Walleye, White Bass center

Des Moines River Weather



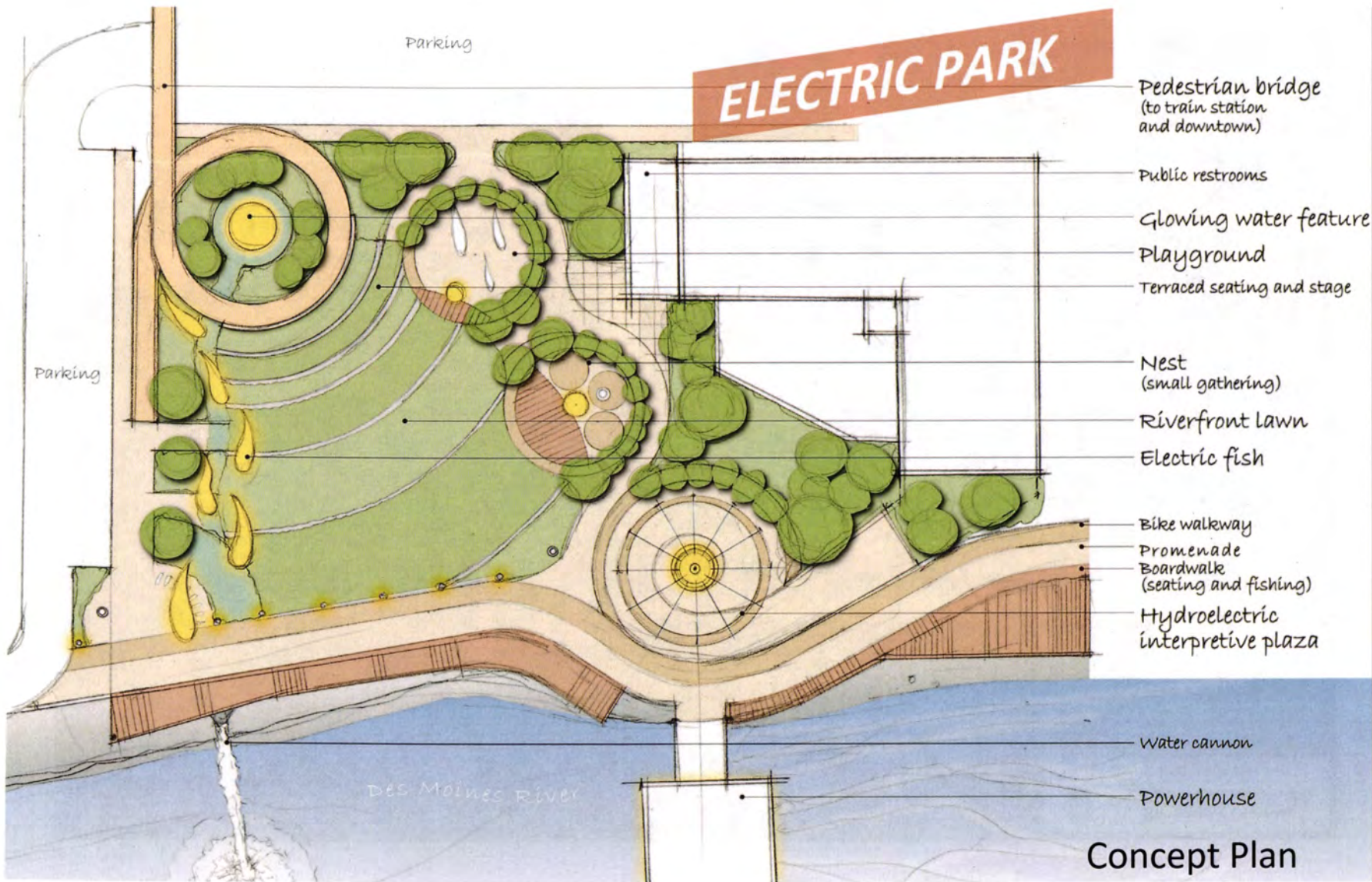
# Power and Light on the River





Revised: January 25, 2019  
**VANDEWALLE & ASSOCIATES INC.**  
 © 2019

**DRAFT**

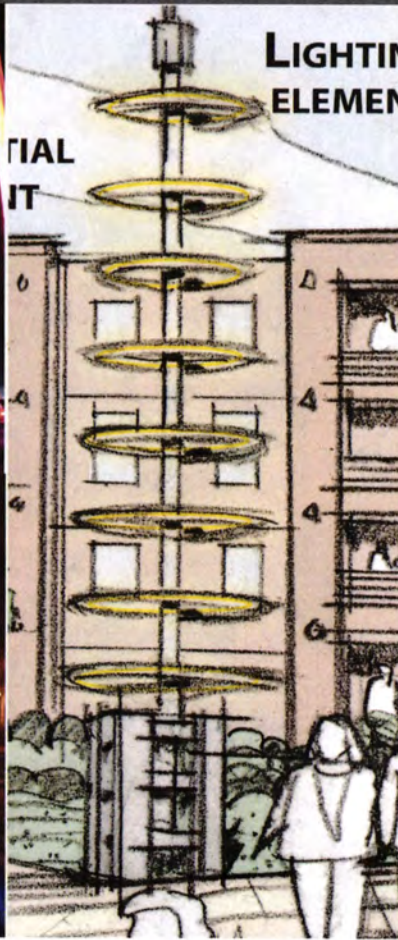


# ELECTRIC PARK

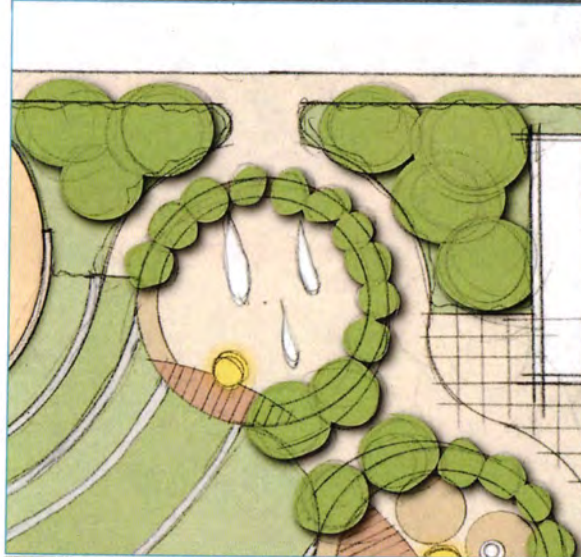
- Pedestrian bridge (to train station and downtown)
- Public restrooms
- Glowing water feature
- Playground
- Terraced seating and stage
- Nest (small gathering)
- Riverfront lawn
- Electric fish
- Bike walkway
- Promenade
- Boardwalk (seating and fishing)
- Hydroelectric interpretive plaza
- Water cannon
- Powerhouse

Concept Plan

# Lighting Features



# Playground

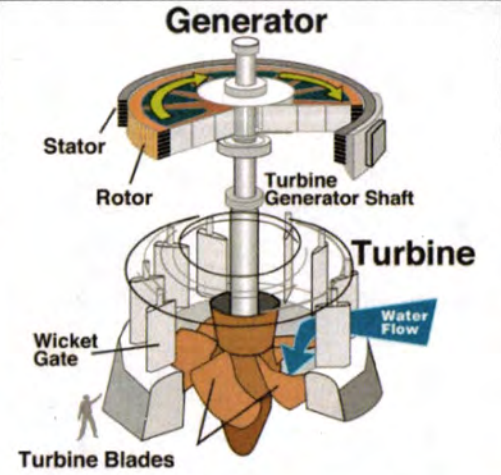
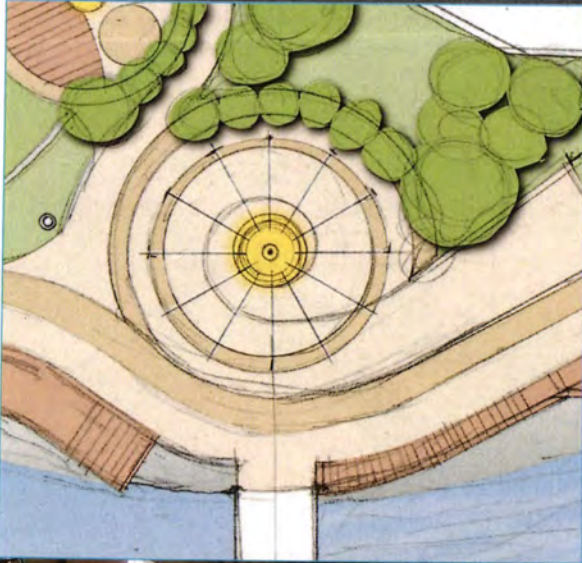




# Nest



# Interpretative Plaza





**GREEN ZONE CONCEPT**  
**OPPORTUNITY #5**  
 OTTUMWA, IOWA

**DRAFT**

**GREEN ZONE**

**SPORTSPLEX DISTRICT**  
 ~ HYDRO-POWERED MICROGRID

Greater Ottumwa Park

War Memorial Park

Railroad Park

Sycamore Park

**BRIDGE VIEW CENTER**

- ~ LIGHTING ELEMENTS
- ~ BUILDING ENERGY EFFICIENCY IMPROVEMENTS
- ~ HYDRO-POWERED MICROGRID
- ~ SOLAR ARRAY (?)

**UTILITY-OWNED HYDRO DAM**

- ~ MICROGRID SOURCE
- ~ BATTERY STORAGE
- ~ LIGHTING ELEMENTS

**RIVERFRONT DISTRICT**

- ~ ELECTRIC PARK SHOWCASE
- ~ LIGHTING & MOTION ELEMENTS

**TRANSIT-ORIENTED DEVELOPMENT**

- ~ BUILDING ENERGY EFFICIENCY IMPROVEMENTS
- ~ HYDRO-POWERED MICROGRID

Revised: January, 2019  
 VANDEWALLE & ASSOCIATES INC.  
 © 2019

## IDAHO FALLS, ID

- 90% energy from hydropower (23 MW)
- Microgrid, Back-up for reliability and resiliency
- Looking into battery storage

## STERLING, MA

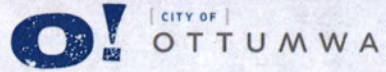
- 2 MW of battery storage; 3 MW solar array
- Isolated to power police dept and emergency dispatch system ~2 weeks

## SOUTH BEND, IN

- Installing 2MW hydrodam
- 7-10% Notre Dame's power
- Seitz Park and River Lights – current and active visitor attraction



## HYDROPOWER/ MICROGRID EXAMPLES



*Please join us*

# LEARN ABOUT PROPOSED ELECTRIC PARK RIVERFRONT CONCEPT

OCTOBER 28  
5-7 PM  
BRIDGE VIEW  
CENTER




*Provide feedback about features,  
activities, programming and concepts that  
will help to shape the master plan*

[www.ottumwariverfront.org](http://www.ottumwariverfront.org)



## What did people think? 80 @ BVC 10-28

- **Who:** 77% live in Ottumwa, 20% Rural Area
- Creates an **Iconic Place:** 42% Riverwalk, 29% Power house/new plaza
- What would **bring you to EP:** 41% Riverwalk, 28% Night lighting & river
- **When** would you use EP: 48% Attend special event, 31% Daily uses
- EP concept/connection to intermodal **supports a future vision for Downtown:** 82% Agree 11% Disagree 7% No influence.

A photograph of a street at dusk. The sky is a deep blue, and streetlights are glowing. In the foreground, a dark car is driving away. To the right, there is a railroad crossing with a sign that says "RAILROAD CROSSING" and "CROSSROAD". A green street sign for "RIVER" is visible. In the background, there are several buildings, including a large brick building with many windows. A large dark circle is overlaid on the left side of the image, containing the text "NEXT STEPS" and a bulleted list.

## NEXT STEPS

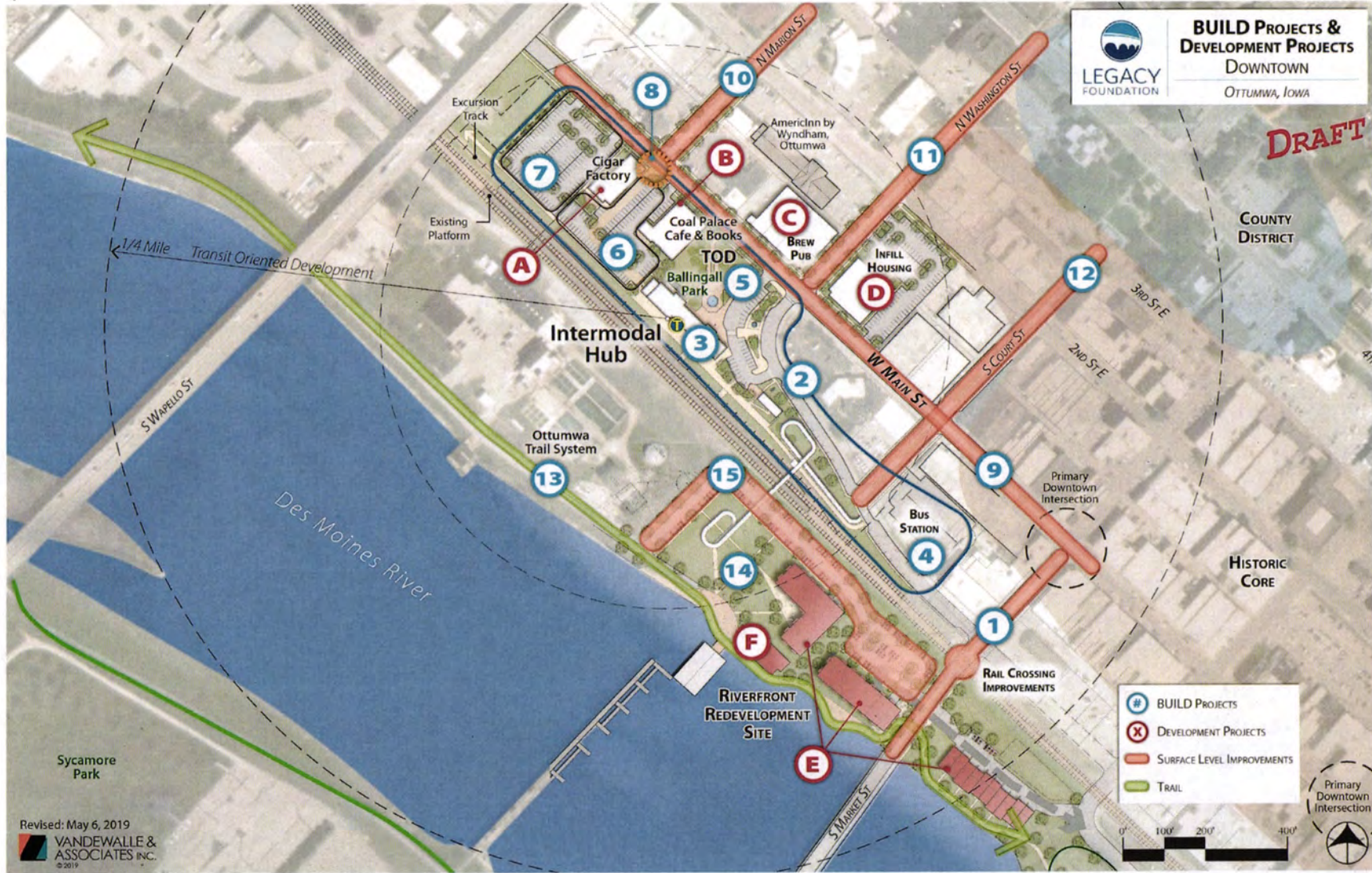
- Implementation Focus
  - Budgets & Priorities
  - Advance BUILD Grant projects
  - Prepare 2020 BUILD application
  - Implement private development projects to increase tax base

**DRAFT**

COUNTY DISTRICT

HISTORIC CORE

Primary Downtown Intersection



A

8

10

B

11

7

6

5

C

4

12

Intermodal Hub

3

2

9

13

15

14

F

1

1/4 Mile Transit Oriented Development

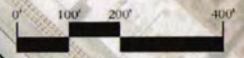
S WAPELLO ST

Des Moines River

Sycamore Park

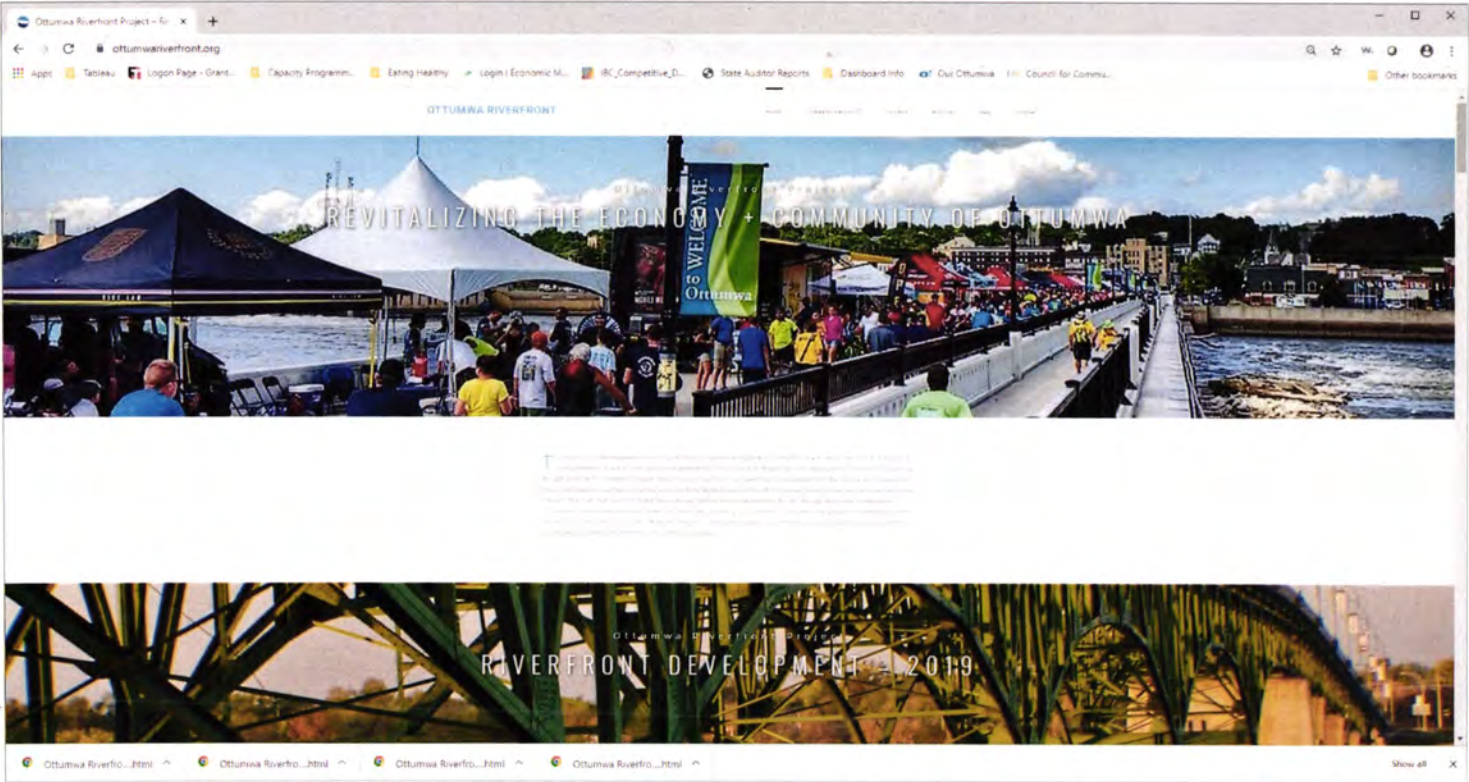
Revised: May 6, 2019  
VANDEWALLE & ASSOCIATES INC.  
© 2019

- # BUILD PROJECTS
- X DEVELOPMENT PROJECTS
- SURFACE LEVEL IMPROVEMENTS
- TRAIL





# DEDICATED PROJECT WEBSITE



[www.ottumwariverfront.org](http://www.ottumwariverfront.org)

FILED  
2019 OCT 30 AM 8:51  
CITY OF OTTUMWA  
Staff Summary

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

Council Meeting of: Nov 5, 2019

Planning & Development  
Department

Jody Gates  
Prepared By  
Kevin C Flanagan  
Department Head

*Tom X. Lopez*  
City Administrator Approval

AGENDA TITLE: Bid review and contract award for asbestos removal and demolition of 507 N. Wapello Street

\*\*\*\*\*

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

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

RECOMMENDATION: Accept the bid and award the contract for asbestos removal and demolition of 507 N. Wapello Street to Environmental Edge for the best bid price of \$10,450

DISCUSSION: The City solicited proposals for this work until October 8, 2019 and received three bids. The best bid was from Environmental Edge for the price of \$10,450. The bid tab is attached.

**507 N Wapello**


<b>Bidder</b>	<b>Asbestos</b>	<b>Demolition</b>	<b>Total Bid</b>
<b>Environmental Edge</b>	<b>\$650.00</b>	<b>\$9,800.00</b>	<b>\$10,450.00</b>
<b>Weston McKee</b>	<b>\$2,800.00</b>	<b>\$8,500.00</b>	<b>\$11,300.00</b>
<b>Dan Laursen</b>	<b>\$900.00</b>	<b>\$10,500.00</b>	<b>\$11,400.00</b>

**Best bidder is Environmental Edge**

amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

  
\_\_\_\_\_  
Signature

Environmental Edge - Dustin Smith  
\_\_\_\_\_  
Printed Name

2801 Roemer Ave.  
\_\_\_\_\_  
Address

641-226-4983  
\_\_\_\_\_  
Telephone Number

Effingham, IA. 52501  
\_\_\_\_\_  
City, State, Zip

9-24-2019  
\_\_\_\_\_  
Date

dustanp@msa.com  
\_\_\_\_\_  
E-mail Address

THIS DOCUMENT HAS VISIBLE FIBERS, INVISIBLE FLUORESCENT FIBERS, CHEMICAL REACTANT STAINS, AND A WATERMARK ON BACK



MAIN OFFICE:  
235 RICHMOND  
OTTUMWA, IOWA 52501  
866.360.5370

Community 1st Credit Union

CASHIER'S CHECK

\*\*\* ONE THOUSAND FORTY-FIVE DOLLARS AND 00 CENTS \*\*\*

PAY  
TO THE  
ORDER  
OF

**EXACTLY 1,045 Dollars 00 cents**

\*CITY OF OTTUMWA\*

09/24/19

\$1,045.00

No. 0000548316  
72-7572/2739



VOID AFTER 90 DAYS

*James M Hble*

AUTHORIZED SIGNATURE

BRIDGE CITY INVESTMENTS LLC BID BOND



**Environmental Edge**  
**609 Main St**  
**Ottumwa, Iowa 52501**

**FILED**

2019 SEP 24 PM 1:31

CITY CLERK  
OTTUMWA, IOWA

City Clerk  
105 East Third St.  
Ottumwa, IA 52501

507 10. WAPPELO ST.

Oct. 8, 2019

FILED


**CITY OF OTTUMWA**

**Staff Summary**

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

Council Meeting of : Nov 5, 2019

Health & Inspections  
Department

Jody Gates  
Prepared By  
Kevin C Flanagan   
Department Head

  
City Administrator Approval

AGENDA TITLE: Bid review and contract award for asbestos removal and demolition of 430 S. Milner

\*\*\*\*\*

\*\*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: Accept bid and award the contract for asbestos removal and demolition to Weston McKee for the best bid amount of \$33,700

DISCUSSION: The City accepted bids for this project until 2:00 P.M. October 29, 2019 and five bids were received. Weston McKee submitted the best bid for asbestos removal and demolition in the amount of \$33,700. The bid tab is attached.

Source of Funds: 151-3-342

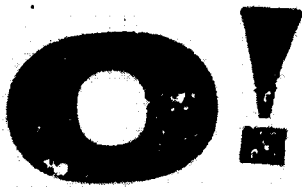
Budgeted Item:  Budget Amendment Needed:

**430 S. Milner**

<b>Bidder</b>	<b>Demolition Bid</b>	<b>Asbestos Bid</b>	<b>Total</b>
<b>Weston McKee</b>	<b>\$22,500.00</b>	<b>\$11,200.00</b>	<b>\$33,700.00</b>
<b>Dan Laursen</b>	<b>\$29,900.00</b>	<b>\$9,900.00</b>	<b>\$39,800.00</b>
<b>Environmental Edge</b>	<b>\$29,200.00</b>	<b>\$11,500.00</b>	<b>40,700.00</b>
<b>Abatement Specialities</b>	<b>\$0.00</b>	<b>\$13,584.00</b>	<b>\$13,584.00</b>
<b>Tim Skinner</b>	<b>\$35,825.00</b>	<b>\$0.00</b>	<b>\$35,825.00</b>

**Best bidder is Weston McKee.**





[ CITY OF ]

OTTUMWA

REQUEST FOR BID FOR DEMOLITION AND ASBESTOS REMOVAL  
AND DISPOSAL

BID FORM

Address	Demolition Bid	Asbestos Bid	Total Line Bid
430 S. Milner	22,500	11,200	33,700

\_\_\_\_\_ Initial here if you are willing to have individual portions of your bid considered for award.

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

**A Bid Security** must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

**The Successful Bidder** shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above, or cash may be used. An irrevocable letter of credit stating the amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

**The Bid Form and Work Required document** automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.

Weston M. McLean  
Signature

Weston M. McLean  
Printed Name

2953 Glasgow Rd  
Address

691-226-4412  
Telephone Number

Fairfield IA 52556  
City, State, Zip

10-28-19  
Date

Weston.McLean@yaho.com  
E-mail Address

HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

DOCUMENT CONTAINS 2 COLOR BACKGROUND, INVISIBLE FLUORESCENT FIBERS, TONER GRIP, AND WATERMARK PAPER - HOLD TO LIGHT TO VIEW

# Pilot Grove Savings Bank

65242

Date: 10/29/2019

Member FDIC • pilotgrovesavingsbank.com • 888.283.2265

Remitter: MCKEE CONSTRUCTION  
Memo: BID BAR

Pay to the order of

CITY OF OTTUMWA

Three Thousand, Three Hundred Seventy Dollars and Zero Cents

\$\*\*\*\*\*3,370.00

## CASHIER'S CHECK

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN

*Opela Bullock*  
*Moby Baker*

Authorized Signature



DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER

McKee Construction

FILED

2019 OCT 29 AM 10:45

CLERK OF DISTRICT COURT  
OTTAWA, ILL.

City Clerk  
105 E 3rd St  
Ottawa IA 52501

4130 S. Malmer Project. Oct 29 2019

FILED

CITY OF OTTUMWA

2019 OCT 31 PM 1:23

Staff Summary

CITY OF OTTUMWA

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

Council Meeting of: November 5, 2019

Alicia Bankson

Prepared By

Gene Ratay  
Department Head

Parks  
Department

Tom A. Legie  
City Administrator Approval

AGENDA TITLE: Award the Contract for the Beach Phase 4, RFP 7X Wood Fence Repair and authorizing the Mayor to sign the Contract.

\*\*\*\*\*

\*\*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: Award the Contract to Ramsey Painting in the amount of \$4,560.00 and authorize the Mayor to sign the Contract.

DISCUSSION: Beach Phase 4, RFP 7X Wood Fence Repair includes provisions to repair and repaint the wood fence that extends east and west of the filter building and along the top of the filter building. The existing fencing has peeling paint and numerous boards that are missing and deteriorated. Work can begin immediately and must be completed by May 15, 2020.

A bid was received and opened by the City of Ottumwa on October 30, 2019 at 2:00 p.m. The RFP was downloaded from City's website and/or sent to five (5) contractors. One (1) bid was received. The low bidder is Ramsey Paint Contracting LLC of Ottumwa, Iowa in the amount of \$ 4,560.00. Engineer's Cost Opinion is \$8,000.00.

RFP, Contract, Certificate of Insurance, Plan Holders List and Bid Tab are attached.

Phase 4 Project Cost Summary to Date:

Public Improvement Contracts:

Wave Generation Equipment	\$	115,375.00	(complete)
Wave Generation Equipment Installation	\$	34,609.90	(complete)
Wave Generation Blower and Motor Repair	\$	8,026.76	(complete)
Slide Repair/Restoration	\$	66,500.00	(in progress)
Slide Structural Support Repainting	\$	110,000.00	(in progress)

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

Volleyball Court Reconstruction	\$	75,000.00	(estimated)
New Shade Structure Installation	\$	99,535.70	(in progress)
<b>Total</b>	<b>\$</b>	<b>508,865.36</b>	

RFP's:

Kitchen Floor Resurfacing	\$	6,710.00	(in progress)
Overhead Door Replacement	\$	8,250.00	(complete)
Pool Netting and Rope Fencing Replacement	\$	9,983.88	(complete)
Walk-in Cooler Replacement	\$	16,419.83	(complete)
Storm Sewer Improvements	\$	35,000.00	(estimated)
Aluminum Entrance Door Repair	\$	15,000.00	(estimated)
Recirculating Pump Replacement	\$	8,538.43	(complete)
Wood Fencing Repair	\$	4,560.00	(in progress)
Final Landscaping and Seeding	\$	12,000.00	(estimated)
Dedication Plaque	\$	1,200.00	(estimated)
Portable Storage Building	\$	4,029.92	(complete)
<b>Total</b>	<b>\$</b>	<b>121,692.06</b>	

Total Phase 4 Costs:

Contracts	\$	508,865.36
RFP's	\$	121,692.06
<b>Total</b>	<b>\$</b>	<b>630,557.42</b>

**REQUEST FOR PROPOSAL**  
**WOOD FENCE REPAIRS**  
**THE BEACH OTTUMWA, 101 CHURCH ST, OTTUMWA IOWA**

The City of Ottumwa, Iowa will be accepting proposals to perform select repairs and repaint the wood fencing along the south side of the Wave Pool at the Beach Ottumwa.

**Scope of Work:**

1. Contractor will be responsible for verifying all boards are firmly attached to framing. Reattach loose boards with Stainless Steel Screws. Replace missing 2 x 2 pickets with new No. 2 Construction grade yellow southern pine maintaining the original spacing and configuration.
2. Provide necessary surface preparation and repaint. Color to match existing. Provide appropriate masking to protect adjacent surfaces from paint.
3. Vertical boards for double sided fencing shall be repainted only on outward facing surfaces and sides in addition to the exposed framing. Wood framing and stiles over the top of the surge pit on the west side of the filter building are not included in this scope of work.
4. Work shall be completed by May 15, 2020.

Bidding contractor shall make necessary field investigations and calculations to satisfy themselves of the amount of work required to complete the project. All labor, materials, and equipment, etc. shall be considered incidental to the lump sum bid item. Hauling of all materials to be disposed shall be included in bid prices. No cost incurred in preparing the proposal will be paid by the City of Ottumwa.

Contractor shall be responsible to visit jobsite and become familiar with the scope of work prior to bid letting. **Sealed Bids shall be submitted to the City Clerk 105 E. 3<sup>rd</sup> Street, Ottumwa, Iowa 52501, by 2:00 p.m. on October 30, 2019** and clearly labeled WOOD FENCE REPAIRS. Bid opening to be held at 2:00 p.m. or shortly thereafter on October 30, 2019.

If there are any questions regarding bid proposal, please contact Dwight Dohlman, City of Ottumwa Engineering Department (641) 683-0680 from 8:00 a.m. to 4:30 p.m. Monday through Friday.

Contract Attached

ENGINEERING DEPARTMENT  
CITY OF OTTUMWA, IOWA

PROPOSAL FOR: Wood Fence Repairs at the Beach Ottumwa.

\_\_\_\_\_  
Date

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for construction services and agrees to furnish said construction services in accordance with those documents.

1. Wood Fence Repairs 1 LS \$ \_\_\_\_\_

\_\_\_\_\_  
APPROXIMATE START DATE

\_\_\_\_\_  
1-year  
WARRANTY

\_\_\_\_\_  
May 15, 2020 Completion  
TIME REQUIRED

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

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

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Phone Number

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date





**Beach Ottumwa Phase 4 – RFP 7X Wood Fence Repairs  
 Bid Tabulation  
 October 30, 2019 2:00 PM**

Company Name	RFP – 7X Wood Fence Repairs
Ramsey Contract Paint	\$4,560.00
Engineer's Opinion of Cost	\$8,000.00

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION  
 OF THE PROPOSALS RECEIVED OCTOBER 30, 2019 AT  
 2:00 PM. Dwight L. Dohlman, P.E.



## CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this **5th** day of **November 2019** by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and **Ramsey Paint Contracting LLC** hereinafter called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL FOR WOOD FENCE REPAIRS as stated in the attached RFP #7X. RFP #7X and signed proposal included as part of this contract.

In the following location to wit; THE BEACH OTTUMWA, 101 CHURCH STREET, OTTUMWA, IA.

It is understood and agreed: Contract paid upon satisfactory completion of project and acceptance as directed by City of Ottumwa Engineering Department.

The Owner shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages resulting from non-performance of this contract.

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

Section 423.3 of the 2007 Code of Iowa, requires the Contractor to pay sales or use tax on materials or equipment used or supplied during construction. All Contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public the Iowa Department of Revenue Form 35-002, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. All Contractors shall file with the Owner executed copies of these forms. Receipt of said executed forms by the Owner shall be a pre-requisite of final payment for retained percentage of contract price to the Contractor.

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

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in RFP #7X, said payment to be made upon presentation of an invoice for aforesaid improvement.

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


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

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

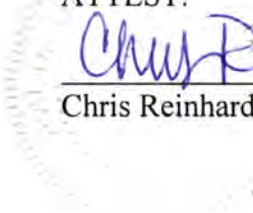
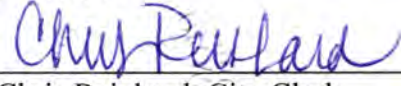
Contractor shall, at the option of the Owner, defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.


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

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

CITY OF OTTUMWA  
  
Matt Dalbey, Mayor Pro Tem

ATTEST:

  
  
Chris Reinhard, City Clerk

  
RAMSOR PAINT CONTRACTING  
Contractor  
12621 148<sup>th</sup> AVE  
Address  
OTTUMWA, IOWA 52501  
City, State, Zip

# City of Ottumwa

FLEET COMMITTEE

# Background Information

- ▶ The Fleet Committee was formed in 1991.
- ▶ The purpose of the Committee was to ensure fiscal responsibility and ensure the equipment needs of City Departments were being met.
- ▶ The committee also acts to regulate, ensuring only Actual, Quantified needs are being filled.
- ▶ The Fleet Committee is comprised of 16 members representing all City Departments.
- ▶ The members are appointed by Department heads

# Background Information

- ▶ The Fleet Committee meets on regular scheduled times of the year as needed for upcoming budget needs. It also meets in special occasions for unforeseen needs/problems
- ▶ The Public Works Department mechanics are charged with performing equipment evaluations, reviewing specifications and offering their knowledge and recommendations for purchases.
- ▶ As of last count, there are 259 pieces of equipment that are part of the City's Fleet.



# Objectives

- ▶ Evaluate City Equipment and Vehicles
- ▶ To ensure the fleet is of adequate size and kind for daily operations
- ▶ To ensure vehicles are only being replaced when needed
- ▶ To schedule equipment on a rotating replacement basis
- ▶ To replace vehicles and equipment when maintenance costs become too burdensome

# Fiscal Responsibility

- ▶ One duty of the Fleet Committee is to ensure fiscal responsibility. Department requests are explored for validity and actual need.
- ▶ Each Department feeds an escrow account for each piece of their equipment. When the time comes for a replacement, this escrowed money is used to make the purchase.
- ▶ Each piece of equipment is placed on a set replacement schedule (rotation). Equipment evaluations are performed at the scheduled replacement date or per the request of the Department.
- ▶ Equipment that is regularly used and has a high maintenance record are typically recommended for replacement. Equipment that is in good functioning condition with minimal maintenance requirements are typically recommended to be kept, and reviewed again in the future.
- ▶ A piece of equipment being replaced is replaced with a like-piece of equipment that meets the need of the Department. Bids are received and the lowest responsible bid is accepted.
- ▶ Additions to the Fleet requires City Council action.

# Mechanical Expertise

- ▶ When an item is due for evaluation, or has been requested for evaluation, the City mechanics perform a thorough evaluation to determine the items current condition.
- ▶ In addition to the inspection, using the City's Fleet Management System software, the items history is pulled to evaluate past maintenance and expenses.
- ▶ Using those pieces of information, a quantified recommendation is made to either keep or replace the item.
- ▶ If an item is recommended for replacement, then the mechanics will assist as requested to prepare specifications for a replacement.

# Fleet Committee Procedure

- ▶ MEETING #1- In September of every year, a meeting is scheduled with Individual Departments to discuss their Fleet. This meeting includes the Purchasing Agent, Central Garage Foreman, Fleet Secretary, Foreman or Committee member representing the department & the Department Head. At this time, the replacement schedule is reviewed for each Department. If an item has reached the end of the replacement rotation, or a Department requests, items are selected for evaluation.
- ▶ The City Mechanics perform their evaluations of selected items. They too review the past maintenance history and costs. A recommendation is made by the mechanics to either keep or replace an item.
- ▶ MEETING #2- In November, a Fleet Meeting is held with all members of the committee present. The recommendations made by the mechanics are reviewed for each Department. These recommendations are voted on by the Fleet Committee.
- ▶ Departments with equipment approved for replacement prepare Bid Specs for their upcoming purchase.

# Fleet Committee Procedure

- ▶ MEETING #3- In May, a Fleet Meeting is held with all members to review Bid Specs for replacement equipment. The Fleet ensures the specs are sufficient for the Department needs, but are not inflated or above the actual needs of a Department. Once the committee approves the Specs, Departments may Solicit bids
- ▶ Equipment purchases above \$5,000 must go before City Council.

# Summary

- ▶ Control fixed overhead
- ▶ Allow budgeting and financial planning
- ▶ Assure purchase of maintainable and necessary equipment
- ▶ Match actual needs with defined mission
- ▶ Maximize useful equipment life through rotation scheduling

THE END

FILED

2019 OCT 23 12:03  
CITY OF OTTUMWA

CITY OF OTTUMWA  
Staff Summary

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

Council Meeting of : Nov 5, 2019

Jody Gates

Prepared By

Kevin C Flanagan

Department Head

Health & Inspections

Department

*Tom J. [Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution No. 224 - 2019, a resolution accepting the offer and approving the sale of 216 N. Marion to John and Noma Woudenberg for the sum of \$501.00

\*\*\*\*\*



\*\*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. 224 - 2019.

DISCUSSION: The Woudenbergs offered the City \$501.00 for a vacant lot located at 216 N. Marion. The buyers own other property in the neighborhood and would like to purchase the 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. 224 - 2019

A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 216 NORTH MARION TO JOHN AND NOMA WOUDENBERG FOR THE SUM OF \$501.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as the Northeast 35 feet of Lot 102 and the Northwest 10 feet of the Northeast 35 feet of Lot 101 in block 5 of the Original Plat of the City of Ottumwa, Wapello County, Iowa, also known as 216 N. Marion; and

WHEREAS, pursuant to Resolution No. 223 - 2019 approved, passed and adopted October 15, 2019 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to John and Noma Woudenberg for an offered price of \$501.00; and


WHEREAS, the buyers wish to purchase the lot because they own property in the neighborhood; 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.

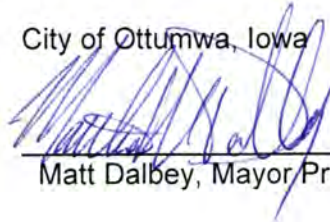
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the offer received from John and Noma Woudenberg in the amount of \$501.00, be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 5<sup>th</sup> day of November 2019.

ATTEST:

  
Christina Reinhard, City Clerk

City of Ottumwa, Iowa

  
Matt Dalbey, Mayor Pro Tem

FILED  
2019 OCT 31 AM 10:00  
CITY OF OTTUMWA

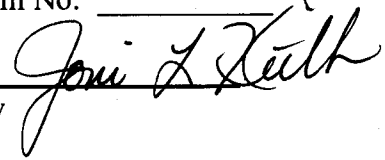
CITY OF OTTUMWA  
Staff Summary

COUNCIL MEETING OF: November 5, 2019

Item No. \_\_\_\_\_

Joni Keith

Prepared By



Planning & Development  
Department

Kevin Flanagan  
Department Head

Tom X. Lazio  
Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Public hearing on the proposed renovation and purchase of 307 E. Main in Ottumwa, Iowa, to R.G. Property, LLC.

\*\*\*\*\*

PURPOSE: Public Hearing to receive input and comments regarding the proposed renovation and sale of 307 E. Main, Ottumwa, Iowa, along with the approval of a Development Agreement with R.G. Property, LLC.

RECOMMENDATION:    Open Public Hearing  
                          Receive Comments  
                          Close Public Hearing

DISCUSSION: A public hearing was set to receive bids and proposals for the renovation of 307 E. Main in Ottumwa and if none were received to review and approve the sale of this property to R.G. Property, LLC with a Development Agreement. The city acquired 307 E. Main through the Iowa Code Chapter 657A process as abandoned property under Iowa law. This property is severely in need of prompt renovation and the removal of miscellaneous debris, storage items and trash. A Development Agreement has been proposed by Rod Grooms with R.G. Property, LLC for the renovation of this property. A copy of the proposed Agreement is attached hereto. The initial Resolution set this date as the time and place of hearing on the proposed Development Agreement and requesting the submission of any other competing proposal(s). None were received. Staff is recommending the approval of the proposed Development Agreement from Rod Grooms D/B/A R.G. Property, LLC and the sale of said property to R.G. Property, LLC.

FILED

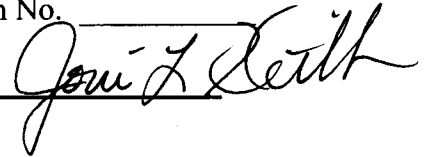
2019 OCT 31 AM 10:00

CITY OF OTTUMWA  
Staff Summary

COUNCIL MEETING OF: November 5, 2019

Item No.

Joni Keith  
Prepared By



Planning & Development  
Department

Kevin Flanagan  
Department Head

  
Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Resolution No. 244-2019. After public hearing, a resolution approving a Development Agreement with R.G. Property, LLC for the renovation of 307 E. Main and authorizing the sale of 307 E. Main in the City of Ottumwa, Wapello County, Iowa to R.G. Property, LLC.

\*\*\*\*\*

PURPOSE: Approve a Development Agreement for the renovation and purchase of 307 E. Main, Ottumwa, Iowa, with R.G. Property, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 244-2019.

DISCUSSION: The city acquired 307 E. Main through the Iowa Code Chapter 657A process as abandoned property under Iowa law. This property is severely in need of prompt renovation and the removal of miscellaneous debris, storage items and trash. A Development Agreement has been proposed by Rod Grooms with R.G. Property, LLC for the renovation of this property. A copy of the proposed Agreement is attached hereto. The initial Resolution set this date as the time and place of hearing on the proposed Development Agreement and requesting the submission of any other competing proposal(s). None were received. Staff is recommending the approval of the proposed Development Agreement from Rod Grooms D/B/A R.G. Property, LLC and the sale of said property to R.G. Property, LLC.

**RESOLUTION NO. 244 -2019**

**A RESOLUTION APPROVING THE PROPOSED DEVELOPMENT AGREEMENT WITH ROD GROOMS D/B/A R.G. PROPERTY, LLC AND APPROVING THE SALE OF 307 E. MAIN STREET IN THE CITY OF OTTUMWA TO ROD GROOMS D/B/A R.G. PROPERTY, LLC.**

**WHEREAS**, the City proposes to dispose of the following described property locally known as 307 East Main Street, Ottumwa, Iowa:

The Northwest Forty (40) feet of Lot No. Two Hundred Eight-five (285) in Block Twenty-one (21) in the Original Plat of the City of Ottumwa, Wapello County, Iowa; and

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

**WHEREAS**, before real property may be disposed of, notice must be published and a public hearing held thereon; and

**WHEREAS**, the property will be disposed by Quit Claim deed with no abstract; and

**WHEREAS**, the City accepted proposals for this property until 2:00 P.M. September 9, 2019 and received no proposals;

**WHEREAS**, the City extended its request for development proposals for 307 E. Main to 10 A.M. on October 31, 2019 under the criteria established in Resolution #180-2019 passed and adopted on August 6, 2019;

**WHEREAS**, no additional proposals were received;

**WHEREAS**, Rod Grooms D/B/A R.G. Property, LLC offered the City \$1.00 and other valuable consideration for the property; and

**WHEREAS**, the proposal from R.G. Property, LLC is recommended as the best proposal, said entity shall be required to sign a Development Agreement with the City and execute said Agreement prior to the transfer of said property; and

**WHEREAS**, said agreement contains specific redevelopment conditions; and

**WHEREAS**, in the event the developer does not complete the improvements and redevelopment conditions, the City shall have the right to take possession of the property upon notification of default per the development agreement; and

**WHEREAS**, the developer will remove all trash, garbage, junk, appliances, and miscellaneous refuse and rubbish from the building, secure the windows and building from weather, birds and pests; and

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

That the proposed Development Agreement with Rod Grooms D/B/A R.G. Property, LLC for the redevelopment of 307 E. Main is hereby approved and said property will be sold to Rod Grooms D/B/A R.G. Property, LLC pursuant to said Development Agreement. The Mayor Pro Tem is hereby authorized to sign any and all documents to approve the Agreement and the sale of the property at the cost of R.G. Property, LLC.

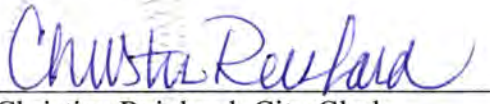
Passed and adopted this 5th day of November 2019.

**CITY OF OTTUMWA, IOWA**

By 

\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

**ATTEST:**



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



**DEVELOPMENT AGREEMENT  
BETWEEN  
CITY OF OTTUMWA, IOWA  
AND  
R.G. PROPERTY, LLC**

**Conveyance of Property and Development Agreement for the following described property locally known as 307 East Main Street, Ottumwa, Iowa:**

The Northwest Forty (40) feet of Lot No. Two Hundred Eight-five (285) in Block Twenty-one (21) in the Original Plat of the City of Ottumwa, Wapello County, Iowa.

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Ottumwa, Iowa, and R.G. Property, LLC, hereinafter referred to as “Developer.” The City of Ottumwa, Iowa, an Iowa Municipal Corporation, has its principal place of business at 105 East Third Street, Ottumwa, Iowa 52501, hereinafter will be referred to as the “City.”

**RECITALS**

WHEREAS, the City owns real property situated in the City of Ottumwa, Wapello County, State of Iowa, legally described above and locally known as 307 East Main Street. Said property was acquired as abandoned property through Iowa Code Chapter 657A due to its dilapidated condition. The Iowa District Court granted title to the City on July 18, 2019 with the City obtaining possession on July 26, 2019; and

WHEREAS, it is the intention of the City to rehabilitate blighted areas and buildings in urban renewal areas and tax increment financing district areas in the City, which includes the above described property. Rehabilitation, redevelopment, development or a combination thereof of said areas, including this property, is in the interest of the public health, safety or welfare of the residents of the City. Said real estate is located within the West Gate Urban Renewal Area (the “Development Property”); and

WHEREAS, as an inducement to Developer, the City intends on making economic development grants (the “Grants”) to Developer as more particularly described below; and

WHEREAS, the City believes that it is in the best interests of the City and of its residents and is also in accord with the public purposes of applicable state and local laws, including Chapters 15A and 403 of the Code of Iowa, to enter into this Agreement to promote the development of 307 East Main Street, in Ottumwa, Iowa; and

WHEREAS, Developer desires to acquire said real property for the purpose of future development, and the City wishes to transfer ownership of the above described property to Developer for the purpose of rehabilitation, redevelopment, development or a combination thereof. 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 Developer on the closing date, under such terms as hereinafter defined and as set out in this Agreement executed between the City and Developer and which is incorporated herein.

### **REDEVELOPMENT CONDITIONS**

As consideration for the transaction contemplated by this Agreement and other good and valuable consideration, 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 Developer for the amount of \$1.00 Dollar(s) and other good and valuable consideration. Said real estate is being sold in its "AS IS" condition, with the City making absolutely no title guarantees and no warranties as to the condition of said property. Developer will pay all costs of transfer, including abstracting and title opinion, if requested.
2. Developer will accept the abovementioned property in its "AS IS" condition and will secure the building, including the roof, from weather and animals within 20 days of the date of transfer.

#### **Section 1. Obligations of the Developer.**

1. Developer, at its sole cost and expense shall completely renovate the building at 307 East Main Street, Ottumwa, Iowa, within four (4) years from the date of the transfer of the real estate to Developer. Additional completion time must be approved by the Ottumwa Planning Director and may require City Council approval.

2. Upon approval of this Development Agreement by the City Council, the Developer, on behalf of the City of Ottumwa, will immediately begin cleaning out the property and transporting any debris, trash and miscellaneous items that will not be personally kept by the Developer to the Solid Waste Commission Landfill, utilizing the City's \$3.30 per ton tipping fee. Closing on this transaction will occur on or before 60 days after the City Council approves this Development Agreement. The City will invoice the tipping fee to Developer, who will reimburse the City for the Landfill tipping fee at the closing.

3. With the exception of the cleanup work set out in Paragraph 2 above, Developer will begin work on the redevelopment of said building immediately upon transfer of ownership to Developer. All work on the building will be performed by Developer at its own expense. Developer will immediately secure said building, and ensure said building is not open to the elements due to roof and siding leaks or open or broken windows. Developer shall ensure that any renovation assures the structural integrity of any adjoining property walls. Demolition, cleanup, and repair within the building shall be conducted obtaining any necessary permits and complying with all local, state and federal regulations.

4. Developer will redevelop the property for uses permitted under the City of Ottumwa Zoning regulations, but in no event shall Developer lease to tenants or sell to prospective buyers who would require a conditional use permit under said City Zoning Code, Section 38-873. Adult entertainment businesses. When marketing said property to prospective buyers or tenants, Developer shall pay particular attention to retail mix, quality, and the type of tenant or buyer and the image of the central business district. No sale of this property shall occur without the express written consent of the City, not unreasonably withheld.

5. Said real estate may be sold at any time during, before or after the rehabilitation, redevelopment or development process with the agreement by both parties prior to the conveyance of the property.

6. Any financial liability resulting from the sale of the real estate by the City to Developer will be the sole responsibility of Developer. Developer shall provide property damage and liability insurance on said property. Developer shall indemnify and hold harmless the City from any liability or loss associated with the redevelopment project, or resulting from Developer activities or lack thereof.

7. Any balance of funds from the sale of the property will be retained by Developer.

8. In the event Developer 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 Developer and the City shall have the right to take possession of the property, terminating the estate conveyed by the deed to Developer. 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, the City at its option may declare a termination of the estate conveyed and take title and possession. If the Developer undertakes construction or completion of the improvements and does not finish such construction within the period as agreed, the original Developer and/or the City shall have the option of paying the costs of any improvements made by the holder and the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured.

9. Minimum Assessment Agreement. As further consideration for this Agreement, Developer, City, and the County Assessor shall execute an Assessment Agreement pursuant to the provisions of Iowa Code Section 403.6(19) specifying the Assessor's Minimum Actual Value for the Minimum Improvements on the Development Property for calculation of real property taxes in the form attached as Exhibit "B" ("Assessment Agreement" or "Minimum Assessment Agreement"). Specifically, Developer, City, the County Assessor, the holder of any mortgage and all prior lienholders shall agree to a minimum actual value for the Minimum Improvements to be constructed on the Development Property of not less than \$60,000 (after any rollback) upon completion of the Minimum Improvements until the Assessment Agreement Termination Date (as defined below). Such minimum actual value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value" (land and taxable improvement value).

Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the property in excess of such Assessor's Minimum Actual Value nor prohibit Developer from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that Developer shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until December 31, 2025 (the "Assessment Agreement Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Iowa Code Section 403.6(19) (2019) and shall be filed for record in the office of the County Recorder, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or part thereof, whether voluntary or involuntary. Such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of the First Mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

10. In the event the real estate is sold before complete redevelopment, the purchaser (hereinafter referred to as "Developer") shall be required to sign a Development Agreement with the City that will encompass the following requirements:

(a) The Developer will submit a site plan containing the information listed in Exhibit "A." The Developer will redevelop the property in accordance with this Proposal/Development Agreement. **The Developer will submit plans and specifications to the Ottumwa Planning Department and the Ottumwa Department of Health to review for conformity with the Proposal for Development, and all applicable state and local laws and regulations. The Development Agreement runs to all subsequent purchasers, owners, successors and assigns.**

(b) **Development shall be completed within four (4) years of the real estate transaction closing date with the original Developer. Additional completion time must be approved by the Ottumwa Planning Director and may require City Council approval.**

(c) If the subsequent Developer desires to make any change in the Proposal for Development Agreement, Developer shall submit the proposed change(s) 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 approval by the Ottumwa City Council.

(d) Developer 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 or the property, or contract or agree to do any of the same without prior written approval of the City and the original Developer. All legal documents involved in effecting the transfer shall be submitted to the City for review.

The consideration payable for the transfer by the transferee shall not exceed an amount representing the actual cost (including carrying charges) to the purchaser of the property, and the improvements, if any, made thereof; it being the intent of this provision to preclude assignment of the agreement or transfer of property for profit prior to the completion of the improvements. As 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, Developer 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 Developer 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 Developer and the City shall have the right to take possession of the**

**property, terminating the estate conveyed by the deed to Developer. 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, the original Developer and/or the City at its option, may declare a termination of the estate conveyed and take title and possession.** If the Developer undertakes construction or completion of the improvements and does not finish such construction within the period as agreed, the original Developer and/or the City shall have the option of paying the costs of any improvements made by the holder and the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured.

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

11. This property shall be subject to real estate taxes. Developer shall keep all tax liabilities current.

12. Except as otherwise expressly provided herein, Developer and any subsequent Developer agrees to accept the City Real Property on an "AS IS, WHERE IS" basis. Except as otherwise expressly and explicitly provided herein, with respect to the City Real 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.

13. Developer as well as any subsequent Developer of this property will not be eligible for tax abatement for a period of 10 years from the date of this Agreement. The Developer and any subsequent Developer, may apply for any other eligible competitive grants that may be available to said Developer.

## **Section 2. Obligations of the City.**

1. The City finds that the Project will bring businesses that add diversity to or generate new opportunities for the economy, revitalize a building that would have been condemned, and provide for employment within the community and will provide needed benefit to the general public. Thus, the City agrees to make economic development grants to Developer under the authority of Chapters 15A and 43 of the Iowa Code, for purposes of completing the Project at 307 East Main Street, and upon the completion of the following contingencies (the "Grant Projects"):

(a) Within 120 days of execution of this Agreement, and upon completion, review and final acceptance by the City, the City will grant to Developer the sum of \$40,000 from the City's Community Development Fund to reimburse Developer for the costs of actual

renovation and activities related to blight remediation of 307 E. Main, including but not limited to a new roof on the building, or for the cost of razing the back portion of the building or cleaning out said building, or for completing other structural improvements to make the structure safe. Receipts for all expenses associated with the renovation shall be submitted to City for review and approval for reimbursement payment.

(b) Within 60 days of the transfer of the real estate to Developer, the City will either pay the property taxes on said real estate through date of possession, or will waive said taxes.

2. Upon Developer's possession of the real estate, development shall be completed within four (4) years of the date the transfer of ownership is completed. If Developer shall be delayed or prevented from completing the Grant Projects by reason of acts of God, war, civil commotion, riots, strikes, lockouts, picketing or other labor disputes, inability to obtain required governmental approvals or permits, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or other causes without fault and beyond the reasonable control of Developer, then such failure to complete by the deadline shall be excused and the deadline extended for a period equivalent to the period of such delay.

3. The City has adopted Ordinance No. 2916-2002 approving the collection and distribution of tax increment within the Urban Renewal Area. The City hereby reserves the right to recover the costs of the Economic Development Grants to Developer from these tax increments.

4. The City shall fund the Economic Development Grants to Developer from a general obligation bond issue, cash on hand, or any available source of funds authorized for such purposes.

5. Upon closing of this real estate transaction, Developer shall promptly apply for the \$10,000 City roof grant, the \$10,000 white box grant and the \$10,000 façade grant. The City will award these three grants to the Developer pursuant to the conditions and regulations that apply to these grants.

6. Closing shall occur on or prior to 60 days from the date the Council approves this Development Agreement. Said real estate shall be transferred by Quit Claim Deed. Developer shall pay the transfer costs, the preparation of any abstract and any title search Developer deems necessary.

**Section 3. Representations and Warranties of the Developer.**

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

1. Authority. Developer is an Iowa 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 provisions of its Articles of Incorporation, By-laws, or other charter documents or the laws of the State of Iowa. This Agreement constitutes the valid and legally binding agreement of the Developer, enforceable in accordance with its terms.

2. Compliance. Developer will cause the Project to comply in all material respects and in accordance with the terms of this Agreement, the City's urban renewal plan 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 Developer is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

#### **Section 4. Representations and Warranties of the City.**

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 5. 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 personally 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 Developer: Rod Grooms  
R.G. Property, LLC  
215 East Fourth Street  
Ottumwa, IA 52501

If to the City: Ottumwa City Administrator  
105 East Third Street  
Ottumwa, IA 52501

4. Any subsequent Developer shall submit information in Exhibit "C" Statement of Financial Status; which is confidential information (not for public record).

5. Developer and any subsequent Developer 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.

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

7. 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.

**R.G. PROPERTY, LLC**  
An Iowa Limited Liability Company

By: \_\_\_\_\_  
Name: Rod Grooms  
Title:

By: \_\_\_\_\_  
Rod Grooms, Personally

STATE OF IOWA            )  
  ) SS.  
WAPELLO COUNTY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me, Rod Grooms personally appeared, to me personally known, who being by me duly (sworn or affirmed) did say that said instrument was signed as the voluntary act and deed of the said person, who had authority on behalf of said corporation to sign said Agreement.

\_\_\_\_\_  
Notary Public in and for said State

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

By: \_\_\_\_\_

Name: Matt Dalbey

Title: Mayor Pro Tem

By: \_\_\_\_\_

Christina Reinhard, City Clerk

STATE OF IOWA            )  
  ) SS.  
WAPELLO COUNTY        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Matt Dalbey and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State



**EXHIBIT "A"**

The proposal shall contain a Conceptual Site Plan.

EXHIBIT B

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of \_\_\_\_\_, 2019, by and between the City of Ottumwa, Iowa (“City”), a municipal corporation established pursuant to the Code of Iowa and acting under the authorization of Chapter 403 of the Code of Iowa, 2019, as amended (the “Urban Renewal Act”), and Chapter 15A , and \_\_\_\_\_ (“Developer”).

WITNESSETH:

WHEREAS, the City and Developer have entered into a Development Agreement dated as of \_\_\_\_\_, 2019 (“Agreement”) regarding certain real property located 307 E. Main Street in the City which is legally described as follows:

The Northwest Forty (40) feet of Lot No. Two Hundred Eight-five (285) in Block Twenty-one (21) in the Original Plat of the City of Ottumwa, Wapello County, Iowa.

(the “Development Property”); and

WHEREAS, it is contemplated that Developer will undertake the redevelopment of the structure at 307 E. Main Street, as provided in the Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a minimum actual value for the Minimum Improvements to be constructed on the Development Property by Developer pursuant to the Agreement; and

WHEREAS, the City and the Assessor for the County have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of the renovation of 307 E. Main Street, Ottumwa, Iowa, but no later than January 1, 2021, the minimum actual value which shall be fixed for assessment purposes for the renovation of 307 E. Main shall be not less than Sixty Thousand Dollars (\$60,000) (after any rollback) (hereafter referred to as the “Minimum Actual Value”).

The Minimum Actual Value shall continue to be effective until termination of this Minimum Assessment Agreement on December 31, 2025(the “Assessment Agreement Termination Date”). This means that the Minimum Improvements and Development Property will be required to have a Minimum Actual Value pursuant to this Minimum Assessment Agreement of at least \$60,000 (after any rollback) until January 1, 2026, which shall govern the taxes collected for the entire fiscal year 2025-2026. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Development Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Development Property or the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property.

3. Developer agrees that its obligation to make the tax payments required hereby and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason whatsoever.

4. Developer agreed that, prior to the Termination Date, it will not:

- a. seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Development Property determined by any tax official to be applicable to the Development Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or
- b. seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local or State law, of the taxation of real property, including improvements and fixtures thereon, contained in the Development Property between the date of execution of this Minimum Assessment Agreement and the Termination Date; or

- c. request the Assessor to reduce the Minimum Actual Value; or
- d. appeal to the board of review of the County, State, District Court or to the Director of Revenue of the State to reduce the Minimum Actual Value; or
- e. cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Wapello County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Development Property (or any part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

6. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement.

7. This Minimum Assessment Agreement shall not be assignable without the consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

8. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Value established herein during the term of this Minimum Assessment Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

9. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

10. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on the Termination Date set forth in Section 1 above.

11. Developer shall provide a title opinion or title search to the City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders shall

have signed consents to this Assessment Agreement, which consents are attached hereto and made a part hereof.

(SEAL)

CITY OF OTTUMWA, IOWA

By: \_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:

By: \_\_\_\_\_  
Christina Reinhard, City Clerk

STATE OF IOWA                    )  
  ) ss  
COUNTY OF WAPELLO         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me a Notary Public in and for said State, personally appeared Matt Dalbey and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor Pro Tem and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa





CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Development Property described in the foregoing Minimum Assessment Agreement, certifies that upon completion of the Minimum Improvements, but in no event later than January 1, 2021, the actual value assigned to the Minimum Improvements shall not be less than Sixty Thousand Dollars (\$60,000), after any rollback, all until the Assessment Agreement Termination Date of this Minimum Assessment Agreement.

\_\_\_\_\_  
Assessor for the County of Wapello, Iowa.

\_\_\_\_\_  
Date

STATE OF IOWA )  
 ) ss  
COUNTY OF WAPELLO )

Subscribed and sworn to before me by \_\_\_\_\_, Assessor for the County of Wapello, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



**EXHIBIT "C"**

Statement of Financial Status

Sources and amount of cash available to Developer to meet requirements of the proposed undertaking:

- A. In Banks:  
Name and address of bank \_\_\_\_\_  
Amount \$ \_\_\_\_\_
  
- B. By loans from affiliated or associated corporations or firms:  
Name and address of source \_\_\_\_\_  
Amount \$ \_\_\_\_\_
  
- By sale of readily salable assets:  
Description                      Market Value                      Mortgages
  
- C. By financing as set forth:
  
- D. Names and addresses of bank references:
  
- E. Attach a statement from lending institution stating their preliminary interest in Providing financial support for your Development Project.

The above is confidential information submitted by the Redeveloper.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

FILED

2019 OCT 21 PM 1:10

CITY CLERK  
OTTUMWA, ILL.

# CITY OF OTTUMWA

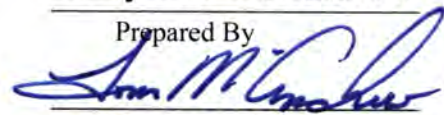
## Staff Summary

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

Council Meeting of: Nov 5, 2019

Mary Lou Donaldson

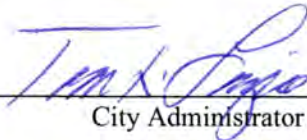
Prepared By



Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Resolution #239-2019. Approving pre-employment reimbursement contracts for certified police officers and authorize the Police Chief and/or Human Resource Director to execute such contracts on behalf of the City.

\*\*\*\*\*

\*\*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 #239-2019.

DISCUSSION: The intent of the Certified Officer Training Reimbursement Agreement is to provide for the training of an employee as a police officer for the City of Ottumwa and to specify the consideration that the employee provides the City in return for the training. In consideration for the expenditures incurred by the City to train the employee as an Ottumwa police officer, the employee expressly agrees to serve as a full time police officer for the City for at least three (3) years from the date of hire.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed: No

**RESOLUTION NO. 239-2019**

**RESOLUTION TO APPROVE POLICY #71: PRE-EMPLOYMENT REIMBURSEMENT CONTRACTS FOR CERTIFIED POLICE OFFICERS; AND AUTHORIZE THE POLICE CHIEF AND HUMAN RESOURCES DIRECTOR TO EXECUTE PRE-EMPLOYMENT CONTRACTS ON BEHALF OF THE CITY OF OTTUMWA.**

**WHEREAS,** the City of Ottumwa desires to have pre-employment contracts for the purpose of recovering training costs for certified law enforcement officers; and

**WHEREAS,** the pre-employment contracts will apply to all certified police officers having future contracts with the City of Ottumwa;

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

The City Council hereby approves Policy #71, pre-employment reimbursement contracts for certified police officers. The City Council further states that, at all times material, the Police Chief and/or Human Resource Director are authorized to execute such contracts on behalf of the City. The City Council, effective immediately and to the extent necessary, further approves and ratifies future pre-employment contracts between the City and certified police officers.

PASSED, ADOPTED, AND APPROVED THIS 5 DAY OF November, 2019.

CITY OF OTTUMWA, IOWA

BY: 

Matt Dalbey, Mayor Pro Tem

ATTEST:

  
Chris Reinhard, City Clerk

## **CERTIFIED OFFICER TRAINING REIMBURSEMENT AGREEMENT**

This Agreement, made and entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Ottumwa, a municipal corporation, (hereinafter "City") and \_\_\_\_\_, (hereinafter "Employee").

The intent of this agreement is to provide for the training of the Employee as an Ottumwa police officer in the Patrol Training Officer (PTO) program and to specify the consideration that the Employee provides the City in return for the training. This Agreement shall not be construed in any way as an employment agreement that would proffer a property right in or interest on the Employee.

Now, therefore, the City and the Employee, for consideration herein set forth, do mutually agree as follows:

### **1. TRAINING OF THE EMPLOYEE**

A. The City and the Employee hereby expressly agree that the City shall pay the total training expenses as defined and set forth below for the Employee to complete the Patrol Training Officer (hereinafter "PTO") program with the Ottumwa Police Department.

1. Total Training Expenses represents the actual costs incurred by the City for:

a. All wages (regular and overtime) paid to the Employee while completing the PTO program.

(1) Employee acknowledges that these wages include in part what is required to be paid under applicable minimum wage laws. The Employee will not be responsible for reimbursement of the applicable minimum wage paid to them as part of the Employee's wages.

(2) Employee acknowledges that these wages are paid as part of the consideration for this agreement.

(3) By signing this agreement after having an opportunity to seek independent counsel, Employee knowingly and intentionally waives any rights or claims to assert that any part of the wage is not reimbursable, for any reason, as part of the Total Training Expenses.

b. Benefits and taxes paid by the City on behalf of the Employee or his or her dependents, including, but not limited to, premiums for health, dental, vision, life, disability and supplemental insurance; contributions to Municipal Fire and Police Retirement System or other retirement plans or accounts; Medicare taxes; Life Insurance;

Workman's Compensation Insurance; and health expense reimbursements.

- c. All costs of testing, screening, and evaluating the Employee including, but not limited to MMPI; physical examination; and polygraph.
  - d. Any other costs incurred by the City relating to the training of the Employee including, but not limited to uniform and equipment expense.
2. Total Training Expenses do not include wages paid for any time spent by the Employee performing services for the City, including dispatching, filing, special events, or other work assigned by the City.
  3. Prior to the start of training in the PTO program, an estimate of Total Training Expenses shall be provided separately to the Employee for the Employee's reference.
  4. Both parties hereto acknowledge and agree that Total Training Expenses shall be based on actual costs incurred by the City. Accordingly, upon either the Employee's successful completion of the PTO program or, in the alternative, upon the Employee's terminating training, the City shall prepare an itemization of actual Total Training Expenses incurred by the City and then execute the same, a copy of which shall be provided to the Employee. The Employee shall have ten days from the date of receipt of the actual Total Training Expenses to challenge the total amount by giving written notice of a challenge to the Police Chief. Unless so challenged, this final accounting of actual Total Training Expenses shall then be attached and thereby fully incorporated into this Agreement as Exhibit "A."
- B. In the event the Employee resigns during the PTO program or does not otherwise successfully complete the PTO program, the Employee shall be released from employment with the City, and the Employee shall reimburse the City for Total Training Expenses incurred to date in accordance with the reimbursement obligations set forth in Section II below.

## **II. REIMBURSEMENT OF TOTAL TRAINING EXPENSES**

- A. In consideration for the expenditures incurred by the City to train the Employee as an Ottumwa police officer, the Employee expressly agrees to serve as a full time police officer for the City for at least three (3) years from the date of hire (the "Reimbursement Period").
- B. If the Employee resigns from the Ottumwa Police Department during the

Reimbursement Period, then the Employee shall reimburse the City for Total Training Expenses under the terms of this Agreement as set forth below:

<u>Years of Service Following Approved Training</u>	<u>Amount of Reimbursement</u>
0-1 year	100% of actual costs
1-2 years	50% of actual costs
2-3 years	30% of actual costs
More than 3 years	No reimbursement required

- C. The Employee's payment check for accrued leave may be retained by the City as an offset against any obligation under this agreement.
- D. In the event the Employee is required to make reimbursement payments hereunder, one hundred per cent (100%) of the total reimbursement is due within thirty (30) days from the date of resignation, unless the Employee contacts the Human Resource Director to make payment arrangements under the following terms:
1. The first payment shall be made thirty (30) calendar days from the date of the payment plan agreement and on the same date for each successive month thereafter until the City has been reimbursed in full for Total Training Expenses hereunder.
  2. The minimum monthly payment shall be no less than two hundred fifty dollars (\$250.00), as agreed to by the Employee and the Human Resource Director.
  3. Interest shall commence from the date of resignation at the rate of six per cent (6%) per year and shall be calculated on the unpaid principal balance to the date of each installment paid, with the payments being credited first to the accrued interest and then to the reduction of principal.
  4. Until such time as the City has been reimbursed in full by the Employee in accordance with the terms of this Agreement, the Employee has an ongoing duty to notify the City of any change in the Employee's place of residence and place of employment. Such notice shall be in writing and shall be made no later than fifteen (15) calendar days from the date of any such change in place of residence or in employment.
- E. The Employee does further hereby expressly acknowledge and understand that the reimbursement obligation set forth hereunder is mandatory. Failure on the part of the Employee to satisfy the Employee's employment obligation during the

Reimbursement Period hereunder shall automatically trigger mandatory reimbursement of Total Training Expenses under this Agreement.

- F. If the Employee is killed or permanently and totally disabled, as defined under Chapter 85 and 411 of the Code of Iowa, while in the employ of the City, Total Training Expense reimbursement obligations hereunder shall be deemed satisfied in full.

### **III. DUTIES DURING TRAINING**

The Employee may, at the City's sole option, be required by the City to work for the Ottumwa Police Department while participating in the PTO program, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or do other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the Employee in the PTO program and in service to the Ottumwa Police Department shall be subject to the same limitations and compensatory time policies as apply to all police officers of the City.

### **IV. BONA FIDE EMPLOYMENT**

The Employee does hereby expressly acknowledge that the City is entering into this Agreement to facilitate the bona fide employment of the Employee as a police officer by the City.

### **V. CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of Iowa. The parties hereto agree that any action, suit, or proceeding based upon any matter, claim or controversy arising under this Agreement shall be brought solely in the state court located in Wapello County, Iowa. The parties hereto irrevocably waive objection to the venue of the above-mentioned courts, including any claim that such action, suit or proceeding has been brought in an inconvenient forum. Both parties hereby expressly acknowledge and agree that nothing contained in this Agreement shall be construed to require the parties to submit to mandatory arbitration or mediation in the event of a breach or dispute hereunder.

### **VI. HEADINGS**

The headings of sections of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of such sections.

### **VII. SEVERABILITY**

If any section, subsection, term or provision of this Agreement or the application thereof to the Employee, the City, or a particular circumstance shall, at any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to the Employee, the City or particular circumstances other than that for which it was held valid or invalid or enforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent of the law.

#### **VIII. AUTHORITY**

The persons signing this Agreement warrant and represent that they have the authority to sign as, or on behalf of, the parties for whom they are signing.

#### **IX. FINAL AGREEMENT**

Both the Employee and the City hereby expressly acknowledge and agree that this Agreement is intended to set forth the entire agreement between the parties regarding reimbursement of Total Training Expenses by the Employee, that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, and that no other monies or consideration have been solicited. No waiver, change, modification or amendment of this Agreement shall be binding upon either party hereto unless in writing and signed by both the Employee and the City. The waiver by either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision or of any other provision or condition in this Agreement.





## Total Training Expense Estimate

The following are the training costs for \_\_\_\_\_ training during his/her Patrol Officer Training (PTO) program from \_\_\_\_\_, through \_\_\_\_\_.

### Wages for 15 week PTO program:

636 hrs. x 25.11 =	\$15,969.96
Minus 636 hrs. x \$ 7.25 =	<u>(4,611.00)</u> (minimum wage)
Total	\$ 11,358.96 (amount due minus minimum wage)

### Benefit Cost (based on \$11,358.96):

Pension	\$ 2,772.72
Medicare	164.70
Life Insurance	68.15
Workman's Comp Ins.	110.18
Health Insurance	<u>6,700.00</u>
Total	\$ 9,815.75

### Testing/Hiring Cost:

MMPI Test & Evaluation	\$ 50.00
Polygraph	327.30
Physical	<u>824.00</u>
Total	\$1,201.30

### Equipment Cost:

Ballistic Vest	\$ 350.00 (1/2 covered by BVP)
PD Uniforms	<u>1,004.81</u>
Total	\$1,354.81

### Total Estimated Cost Due:

<b>Wages</b>	<b>\$11,358.96</b>
<b>Benefits</b>	<b>9,815.75</b>
<b>Testing/Hiring</b>	<b>1,201.30</b>
<b>Equipment</b>	<b><u>1,354.81</u></b>
<b>Total Due</b>	<b>\$23,730.82</b>

FILED

CITY OF OTTUMWA

2019 OCT 31 PM 1:24 Staff Summary

CITY CLERK  
OTTUMWA, IA

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

Council Meeting of: November 5, 2019

Alicia Bankson

Prepared By

*Jerry Seals*  
Department Head

Engineering  
Department

*Tom L. Logie*  
City Administrator Approval

AGENDA TITLE: Resolution #240-2019. Authorizing the Mayor to execute Iowa DOT Preconstruction Agreement No. 2019-4-167 for PCC Pavement, Pedestrian Tunnel and Traffic Signal work in connection with the U.S. 63 reconstruction project at River Road/County Road J12 and Mary Street.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution #240-2019.

DISCUSSION: The agreement authorizes IDOT to make improvements to US 63 within Wapello County, Iowa. The DOT will design, let and inspect construction for new PCC pavement on US 63 from River Road/County Road J12 to US 34 in Ottumwa. This project will include the preplacement of traffic signals at the intersection with Mary Street. Mary Street will be reconstructed for approximately 158 feet. A 10 inch thick PCC roadway will be construction with access to the diversion chamber on Mary Street. A 12' x 11'4" x 134' reinforced concrete pedestrian tunnel will be constructed under US 63 for the trail that will include conduit and boxes for lighting. A portion of the existing trail will be removed and a new 7' PCC multi-use trail will be constructed. A new gravel parking area for the trail will be constructed with access from the existing Rabbit Run Road.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

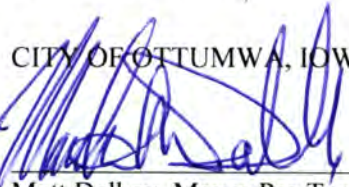
RESOLUTION 240-2019

A RESOLUTION APPROVING THE MAYOR TO EXECUTE IOWA DOT PRECONSTRUCTION AGREEMENT NO. 2019-4-167 FOR PCC PAVEMENT, PEDESTRIAN TUNNEL AND TRAFFIC SIGNAL WORK IN CONNECTION WITH THE U.S. 63 RECONSTRUCTION PROJECT AT RIVER ROAD/COUNTY ROAD J12 AND MARY STREET.

WHEREAS, The agreement authorizes IDOT to make improvements to US 63 within Wapello County, Iowa.

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

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of November 2019.

CITY OF OTTUMWA, IOWA  
  
\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:

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

July 2014

**IOWA DEPARTMENT OF TRANSPORTATION  
Preconstruction Agreement  
For Primary Road Project**

County	Wapello
Project No.	NHSX-063-2(155)--3H-90 PCC Pavement NHSX-063-2(156)--3H-90 Pedestrian Tunnel NHSX-063-2(167)--3H-90 Traffic Signal
Iowa DOT Agreement No.	2019-4-167
Staff Action No.	N/A

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Ottumwa, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to U.S. 63 within Wapello County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2018-1-010 for right of way acquisition was executed by the DOT and LPA on September 5, 2017 and August 30, 2019 respectively; Agreement No. 2019-4-090 for paved shoulder construction was executed by the DOT and LPA on January 28, 2019 and January 23, 2019 respectively; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

**1. Project Information**

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications:

Portland Cement Concrete (PCC) pavement - new on U.S. 63 from River Road/County Road J12 to U.S. 34 in Ottumwa. The project provides for the replacement of traffic signals at the intersection with Mary Street.

- b. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

- i. Mary Street will be reconstructed for approximately 158 feet. A 10-inch thick PCC roadway will be constructed. An access to the LPA-owned pump station from Mary Street will be constructed. (see Exhibit A).

July 2014

- ii. A 12-foot x 11-foot 4-inch x 134-foot reinforced concrete pedestrian tunnel will be constructed under U.S. 63 for an LPA-owned trail that will include conduit and boxes for lighting. The LPA will, at their cost, install the wiring and fixtures for the lighting after the project is completed (see Exhibit B).
- iii. A portion of the existing LPA-owned trail will be obliterated and a new 7-inch PCC sidewalk will be constructed for the relocated LPA-owned trail (see Exhibit B).
- iv. A new gravel parking area for the LPA-owned trail will be constructed. Access to the parking area will be from existing Rabbit Run Road (see Exhibit C).

## **2. Project Costs**

- a. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

## **3. Traffic Control**

- a. The DOT will temporarily close the highway project area by formal action in accord with Iowa Code section 306.41. U.S. 63 through-traffic will be detoured off of the project onto County Road J12 west to Madison Avenue thence north to Vine Street, thence north to U.S. 34. The LPA will authorize the DOT to erect and maintain signs within its jurisdiction, consistent with Part 6 of the "Manual on Uniform Traffic Control Devices", as necessary to direct traffic to and along said detour route during the construction period. The DOT will also remove said signs when the detour is discontinued. Details will be shown on the traffic control sheet(s) within the project plans. A separate detour agreement will be negotiated and the LPA will be eligible for compensation for the detour in accordance with the DOT Detour Policy.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

## **4. Right of Way and Permits**

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road

July 2014

project.

- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

#### **5. Construction & Maintenance**

- a. The LPA, in cooperation with the DOT, will take whatever steps may be required with respect to alteration of the grade lines of the new highway facilities constructed under the project in accordance with Iowa Code section 364.15. The DOT and LPA will work together to minimize potential impacts to properties that may occur as a result of the project.
- b. If the levee along the Des Moines River is modified due to the construction of the project, the DOT will complete and provide an as-built survey of the modified area to the LPA. Any areas disturbed that are considered part of the levee backslope will be re-seeded per the USCOE recommended seed mix.
- c. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- d. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.
- e. New lighting and/or traffic signal construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The DOT shall construct traffic signal installations all at no cost to the LPA. Lighting installations will not be constructed as part of the project unless specifically requested by the LPA. Lighting which is requested by the LPA will also be paid for entirely by the LPA at no cost to the DOT or project. If constructed, the LPA shall accept ownership of and responsibility for future energy and maintenance costs of those lighting and/or traffic signal units which lie within the corporate boundaries. The LPA shall have a separate agreement with Wapello County for any signal units constructed outside of the corporate boundaries.
- f. Structures built by the DOT over or under a primary road will be maintained structurally sound by the DOT, including repairs to floors and railing and painting. For structures serving roadways which are not on the primary road system, the cleaning and removal of snow, debris and foreign objects from local road traffic lanes, sidewalks or walkways within the project limits (if any) including pedestrian overpasses or underpasses will be the responsibility of the LPA.

#### **6. General Provisions**

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

July 2014

- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.



July 2014

**IN WITNESS WHEREOF**, each of the parties hereto has executed Agreement No. 2019-4-167 as of the date shown opposite its signature below.

**CITY OF OTTUMWA:**

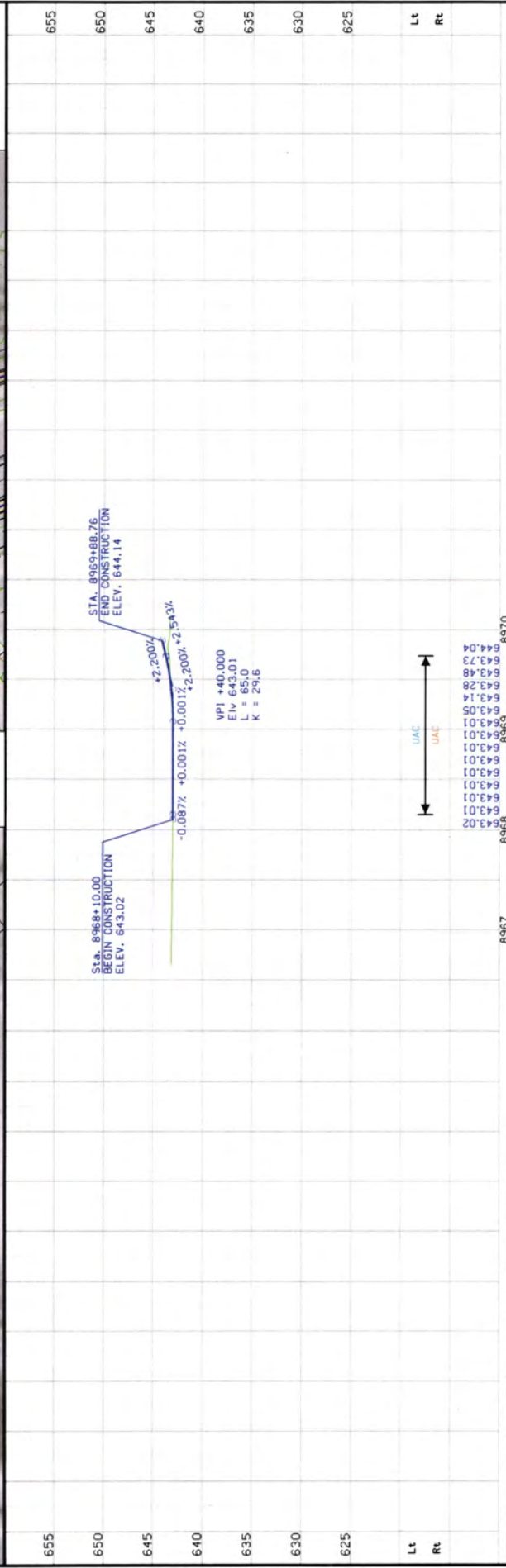
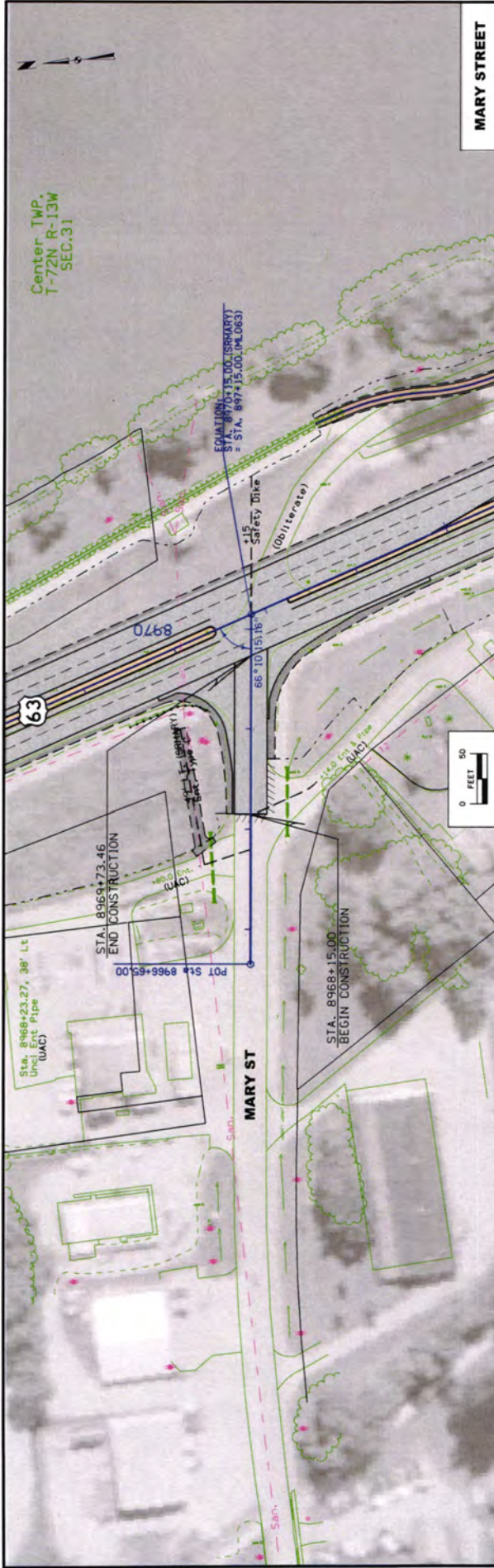
By: [Signature] Date November 5, 2019  
Title: Mayor Pro Tem

I, Christina Reinhard, certify that I am the Clerk of the City, and that  
Matt Dalbey, who signed said Agreement for and on behalf of  
the City was duly authorized to execute the same on the 5 day of November, 2019.

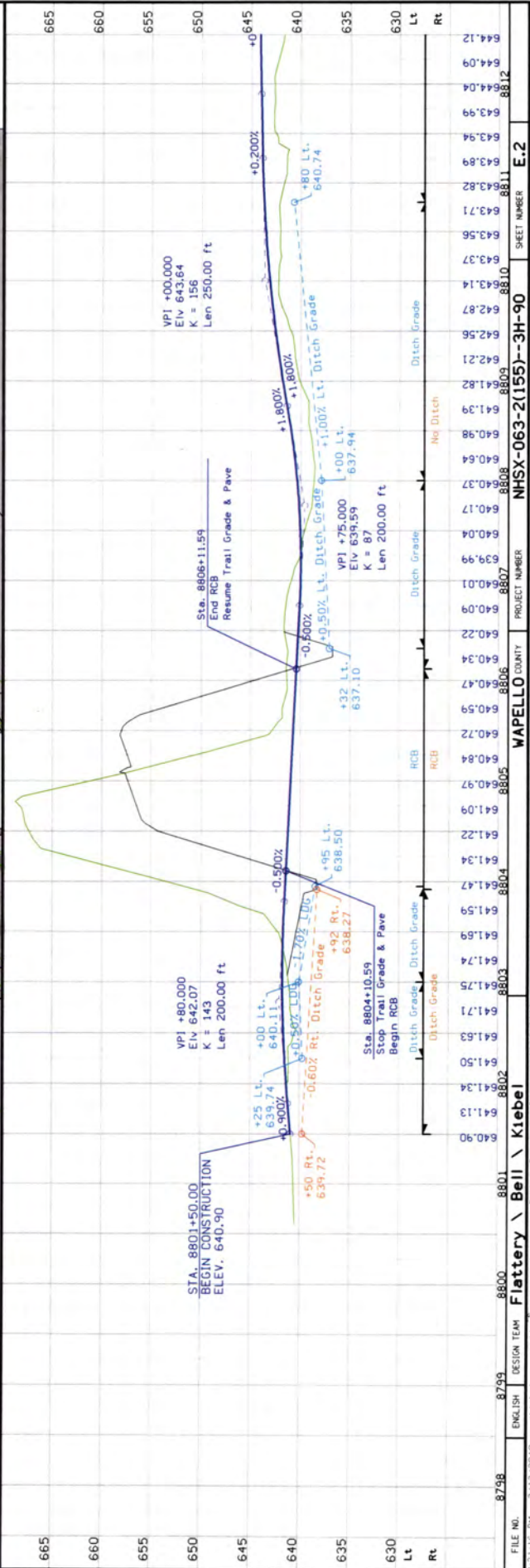
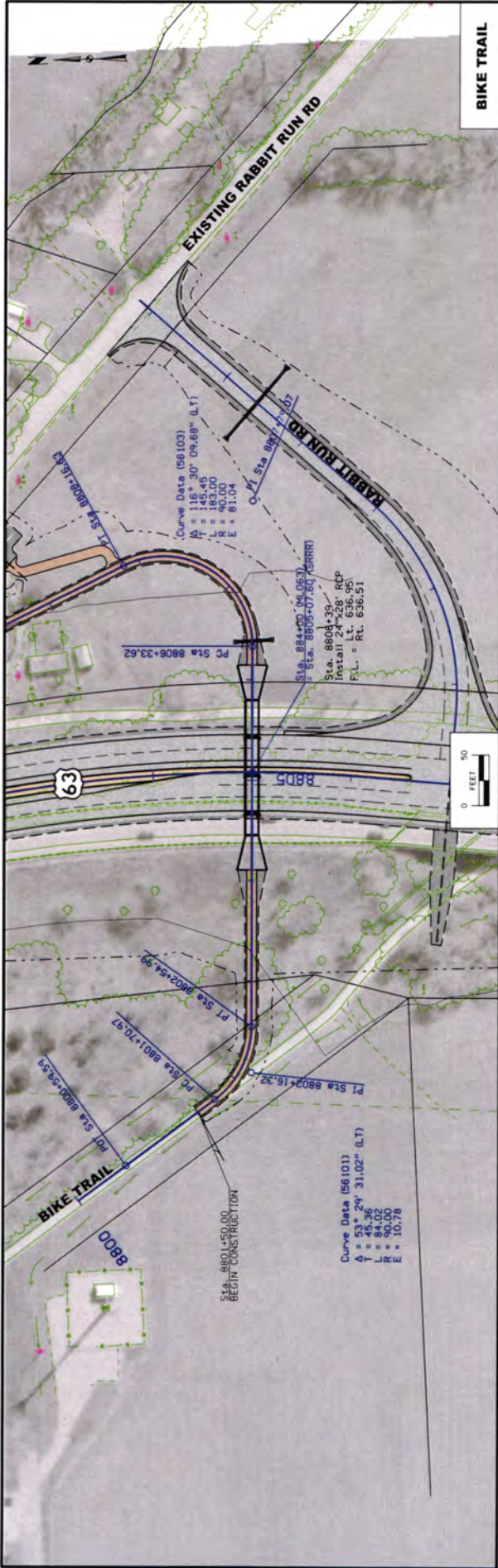
Signed: [Signature]  
City Clerk of Ottumwa, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION:**

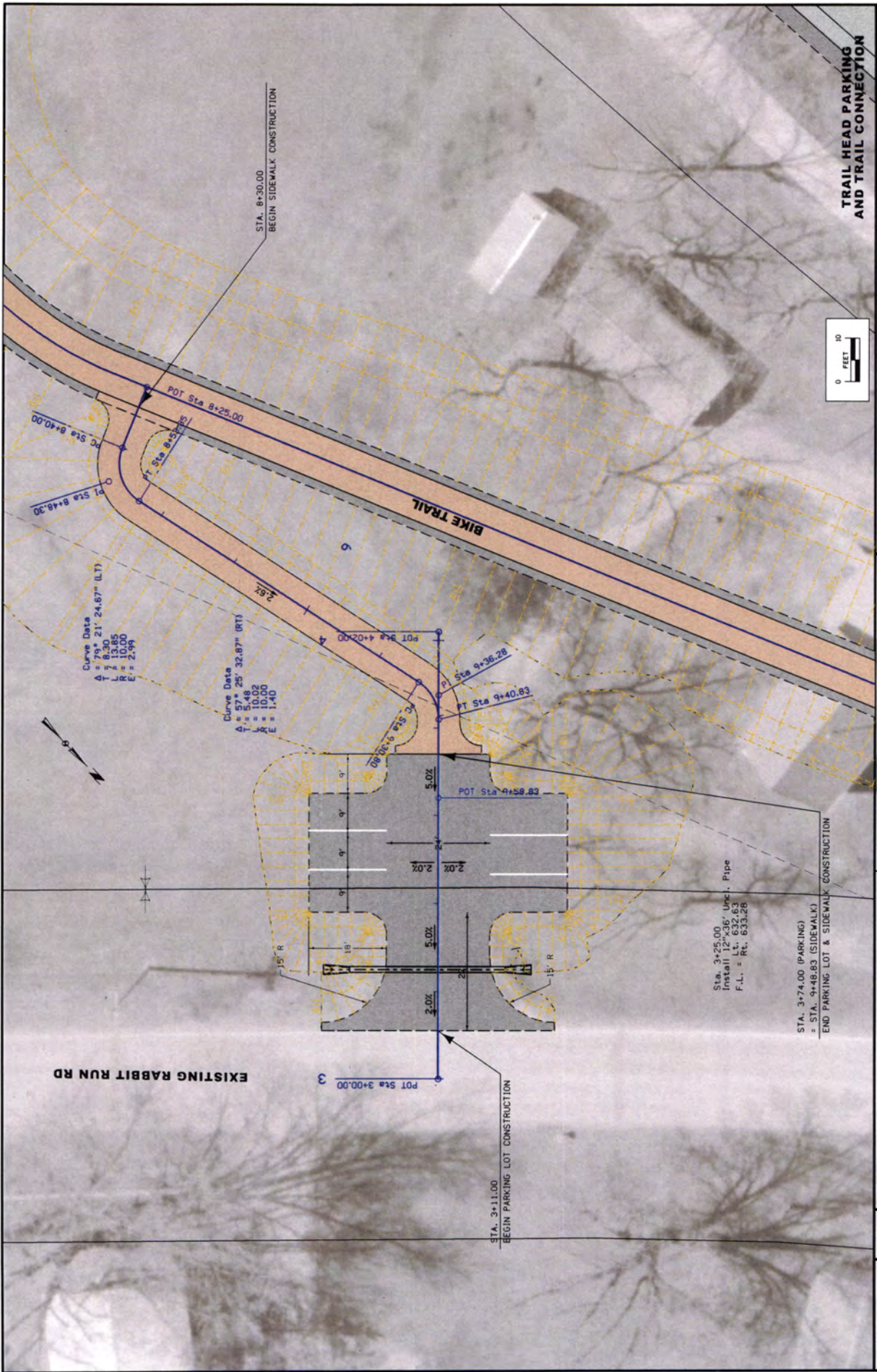
By: \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_  
Jim Armstrong  
District Engineer  
District 5



FILE NO.	ENGLISH	DESIGN TEAM	Flattery \ Bell \ Kiebel	PROJECT NUMBER	NHSX-063-2(155)--3H-90	SHEET NUMBER	E.4
21855.2 PM	2/13/2019	AK1REH1		WAPELLO COUNTY	8967	8968	8970
2019-4-167_Okumwa				<p>8967 8968 8969 8970</p> <p>44.04 43.73 43.48 43.28 43.14 43.05 42.96 42.87 42.78 42.69 42.60 42.51 42.42 42.33 42.24 42.15 42.06 41.97 41.88 41.79 41.70 41.61 41.52 41.43 41.34 41.25 41.16 41.07 40.98 40.89 40.80 40.71 40.62 40.53 40.44 40.35 40.26 40.17 40.08 39.99 39.90 39.81 39.72 39.63 39.54 39.45 39.36 39.27 39.18 39.09 39.00 38.91 38.82 38.73 38.64 38.55 38.46 38.37 38.28 38.19 38.10 38.01 37.92 37.83 37.74 37.65 37.56 37.47 37.38 37.29 37.20 37.11 37.02 36.93 36.84 36.75 36.66 36.57 36.48 36.39 36.30 36.21 36.12 36.03 35.94 35.85 35.76 35.67 35.58 35.49 35.40 35.31 35.22 35.13 35.04 34.95 34.86 34.77 34.68 34.59 34.50 34.41 34.32 34.23 34.14 34.05 33.96 33.87 33.78 33.69 33.60 33.51 33.42 33.33 33.24 33.15 33.06 32.97 32.88 32.79 32.70 32.61 32.52 32.43 32.34 32.25 32.16 32.07 31.98 31.89 31.80 31.71 31.62 31.53 31.44 31.35 31.26 31.17 31.08 30.99 30.90 30.81 30.72 30.63 30.54 30.45 30.36 30.27 30.18 30.09 30.00 29.91 29.82 29.73 29.64 29.55 29.46 29.37 29.28 29.19 29.10 29.01 28.92 28.83 28.74 28.65 28.56 28.47 28.38 28.29 28.20 28.11 28.02 27.93 27.84 27.75 27.66 27.57 27.48 27.39 27.30 27.21 27.12 27.03 26.94 26.85 26.76 26.67 26.58 26.49 26.40 26.31 26.22 26.13 26.04 25.95 25.86 25.77 25.68 25.59 25.50 25.41 25.32 25.23 25.14 25.05 24.96 24.87 24.78 24.69 24.60 24.51 24.42 24.33 24.24 24.15 24.06 23.97 23.88 23.79 23.70 23.61 23.52 23.43 23.34 23.25 23.16 23.07 22.98 22.89 22.80 22.71 22.62 22.53 22.44 22.35 22.26 22.17 22.08 21.99 21.90 21.81 21.72 21.63 21.54 21.45 21.36 21.27 21.18 21.09 21.00 20.91 20.82 20.73 20.64 20.55 20.46 20.37 20.28 20.19 20.10 20.01 19.92 19.83 19.74 19.65 19.56 19.47 19.38 19.29 19.20 19.11 19.02 18.93 18.84 18.75 18.66 18.57 18.48 18.39 18.30 18.21 18.12 18.03 17.94 17.85 17.76 17.67 17.58 17.49 17.40 17.31 17.22 17.13 17.04 16.95 16.86 16.77 16.68 16.59 16.50 16.41 16.32 16.23 16.14 16.05 15.96 15.87 15.78 15.69 15.60 15.51 15.42 15.33 15.24 15.15 15.06 14.97 14.88 14.79 14.70 14.61 14.52 14.43 14.34 14.25 14.16 14.07 13.98 13.89 13.80 13.71 13.62 13.53 13.44 13.35 13.26 13.17 13.08 12.99 12.90 12.81 12.72 12.63 12.54 12.45 12.36 12.27 12.18 12.09 12.00 11.91 11.82 11.73 11.64 11.55 11.46 11.37 11.28 11.19 11.10 11.01 10.92 10.83 10.74 10.65 10.56 10.47 10.38 10.29 10.20 10.11 10.02 9.93 9.84 9.75 9.66 9.57 9.48 9.39 9.30 9.21 9.12 9.03 8.94 8.85 8.76 8.67 8.58 8.49 8.40 8.31 8.22 8.13 8.04 7.95 7.86 7.77 7.68 7.59 7.50 7.41 7.32 7.23 7.14 7.05 6.96 6.87 6.78 6.69 6.60 6.51 6.42 6.33 6.24 6.15 6.06 5.97 5.88 5.79 5.70 5.61 5.52 5.43 5.34 5.25 5.16 5.07 4.98 4.89 4.80 4.71 4.62 4.53 4.44 4.35 4.26 4.17 4.08 3.99 3.90 3.81 3.72 3.63 3.54 3.45 3.36 3.27 3.18 3.09 3.00 2.91 2.82 2.73 2.64 2.55 2.46 2.37 2.28 2.19 2.10 2.01 1.92 1.83 1.74 1.65 1.56 1.47 1.38 1.29 1.20 1.11 1.02 0.93 0.84 0.75 0.66 0.57 0.48 0.39 0.30 0.21 0.12 0.03</p>			







FILED

CITY OF OTTUMWA

2019 OCT 31 PM 1:24 Staff Summary

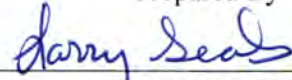
CITY CLERK  
OTTUMWA.

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

Council Meeting of: November 5, 2019

Alicia Bankson

Prepared By



Department Head

Engineering

Department



City Administrator Approval

AGENDA TITLE: Resolution #242-2019. Authorizing the Mayor to execute EOR Iowa Proposal for Wetland, T & E, and Preliminary Cultural Resources Investigations for CSO, Phase 8, Blake's Branch, Division 2 and 3.

\*\*\*\*\*

\*\*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 #242-2019.

DISCUSSION: The agreement authorizes EOR Iowa to perform a wetland investigation which specifically consists of jurisdictional waters delineations and preparation of a summary report, prepare a habitat assessment of state and federally protected species, and prepare an initial cultural resources overview to assist project engineers with their planning and development of the project. All tasks are intended to provide the City with compliance with requirements needed for participation in funding via the Iowa State Revolving Fund (SRF).

SRF Funding will be utilized for Phase VIII, Division II and III.

RESOLUTION 242-2019

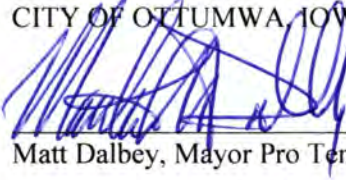
A RESOLUTION APPROVING THE EOR IOWA PROPOSAL FOR WETLAND, T & E, AND PRELIMINARY CULTURAL RESOURCES INVESTIGATIONS FOR CSO, PHASE 8, BLAKE'S BRANCH, DIVISION 2 AND 3.

WHEREAS, This agreement between the City of Ottumwa and EOR Iowa is for Preliminary Cultural Resources Investigations for the Blake's Branch Sewer Separation project.

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

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of November 2019.

CITY OF OTTUMWA, IOWA



\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:


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



October 10, 2019

Larry Seals, Director  
City of Ottumwa, Public Works  
105 East Third Street  
Ottumwa, Iowa 52501

RE: Proposal for Wetland, T&E, and Preliminary Cultural Resources Investigations  
Blakes Branch CSO Separation: Phases 2 and 3  
Ottumwa, Wapello County, Iowa  
EOR Iowa Proposal No. 19-1006

Dear Mr. Seals:

EOR IOWA, LLC. (EOR Iowa) appreciates the opportunity to provide a bid for wetland, initial cultural resources, and protected species reviews for the proposed Blakes Branch Combined Sewer Overflow (CSO) Separation Project – Phases 2 and 3 in Ottumwa, Iowa. EOR Iowa proposes the following three services to assist project designers and engineers with the planning and development and any permitting that might eventually be required for proposed undertaking:

- 1) *Task 1* – Perform a wetland investigation which specifically consists of jurisdictional waters delineations and preparation of a summary report. The activities will be performed in accordance with *Clean Water Act Section 404* (33 U.S.C. 1344);
- 2) *Task 2* – Prepare a habitat assessment of state- and federally protected species pursuant to Section 7 of the *Endangered Species Act* and Iowa Code 138; and
- 3) *Task 3* – Prepare an initial cultural resources overview to assist project engineers with their planning and development of the project.

All tasks are intended to provide the City with compliance with requirements needed for participation in funding via the Iowa State Revolving Fund (SRF).

## **1.0 BACKGROUND**

Veenstra & Kimm, Inc. (V&K) is assisting the City of Ottumwa (client) with planning and designing the Blakes Branch CSO Separation Project. Phase 2 includes a 200-foot corridor extending from the existing Des Moines River outfall near the intersection of South Vine Street and Hayne Street north to the intersection of East Woodland Avenue and North Green Street. Phase 3 includes a 100-foot corridor extending to multiple residential streets within the north-central portion of the City. Additional Right of Way may be acquired by the City to complete the utility project.

## **2.0 SCOPE OF SERVICES**

Based on the above discussions, EOR Iowa recommends the following scope of services.

### *Task 1. Wetland Investigation and Report*

EOR Iowa will compile and assess existing site information using web-based Geographical Information Systems (GIS). Data to review includes project location maps, National Wetlands Inventory maps, Wapello County Soil Survey maps and tables, and aerial photographs. Based on the results of this investigation, areas requiring field investigation will be identified.

Areas including potential wetlands and stream channels will be investigated according to the 1987 Corps of Engineers Wetland Delineation Manual and the 2010 Midwest Regional Supplement. All potentially

EOR IOWA, LLC is an Equal Opportunity Affirmative Action Employer



jurisdictional areas will be field reviewed for hydrophytic vegetation, hydric soils, and wetland hydrology. Field identified wetlands will be GPS recorded and flagged, if requested by the client. Delineation information will be recorded on Wetland Determination Data Forms: Midwest Region.

A technical report will be prepared to summarize the quantity and extent of jurisdictional waters of the proposed project area. The report will include delineated acreage, an assessment of adjacency, an assessment of the drainage resources, a location map of identified jurisdictional waters, data sheets documenting field findings, photographic record of site conditions.

An electronic PDF copy of the report will be provided to the client for record and further dissemination. Hard copies will be available upon request.

*Task 2. Threatened and Endangered Species Assessment*

EOR Iowa will complete a reconnaissance level assessment of the project limits to determine the potential presence of listed threatened and endangered species and/or their favored habitats. This task does not include intensive species-specific surveys that may be required should state or federal regulatory agencies require detailed investigations. A summary of the evaluation results will be included in a Technical Memorandum.

*Task 3. Initial Archaeological and Historical Resources Assessment and Technical Memo*

EOR Iowa will complete an initial Archaeological and Historical Resources review to provide a planning level assessment of potentially regulated resources. The study and report will include: (1) a summary of known archaeological sites within the study corridor and previous surveys/archaeological work within and proximal to the project study area; (2) a summary geomorphology of the area, especially as it relates to archaeological site potential; (3) a summary of archaeological site potential within the study corridor, potential significance, and areas of significance within the study area; and (4) an overview of all recorded architectural resources within the study area and a statement about the age and types of structures and buildings that are present based on a reconnaissance. A technical memorandum detailing the results of the study will be prepared.

Each task will result in the completion of a written report provided in PDF format. This information will be compiled into spatial data set that will be in a format that project designers and engineers specify.

EOR Iowa understands the client's desire is to minimize costs and completion time for the proposed project. EOR Iowa will provide reasonable follow-up coordination and correspondence with Corps, DNR, and other regulatory agencies, if needed.

**3.0 SCHEDULE**

We anticipate initiating the above-described activities upon receipt of notice to proceed. All tasks will be completed by June 1, 2020, provided weather and site conditions are favorable for field investigation. We will remain available for on-call technical assistance throughout the project planning studies, should it be necessary.

**4.0 FEES**

The estimated maximum total cost for performing the above scope of services is \$38,000.

	<u>Phase 2</u>	<u>Phase 3</u>	<u>Total</u>
<i>Task 1 Wetlands</i>	\$7500	\$13,500	\$21,000
<i>Task 2 T&amp;E</i>	\$5000	\$5000	\$10,000
<i>Task 3 Cultural</i>	\$3500	\$3500	\$7000

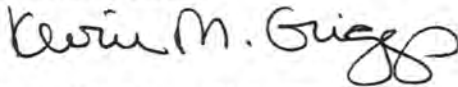
## **5.0 CONDITIONS**

Items to be provided by the client include right-of-entry to all project areas to conduct field investigations. The client should also notify us of any restrictions or special requirements regarding the property or other required activities prior to the commencement of field work. This proposal does not include the following services: Section 404 permitting, mitigation planning, mitigation design, mitigation post-construction monitoring, protected species inventory, or cultural or archaeological resources inventory.

Our invoices will be submitted monthly and upon substantial completion of the project tasks. Our proposal is based on the information provided by the V&K on October 1, 2019. Should conditions be encountered that necessitate major revisions and/or result in significantly higher costs, we will contact you before initiating this work or preparing a change order.

If this proposal meets your approval, please sign the notice to proceed on the following page and return an original to me. If you have any questions regarding this information, please contact me at (515) 230-7044.

Sincerely,  
EOR Iowa, LLC



Kevin M. Griggs, PWS, CWB  
Senior Environmental Scientist  
President & CEO

**CONFIRMATION OF NOTICE TO PROCEED**

EOR Iowa Proposal No. 19-1006

**The above proposal is understood and accepted.**

**Name:** Larry Seals  
(Please Print)

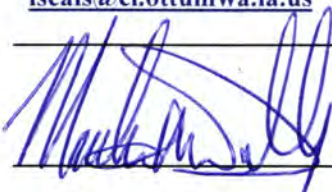
**Title:** Public Works Director Mayor Pro Tem

**Company:** City of Ottumwa

**Telephone:** (641) 683-0680

**Fax:** \_\_\_\_\_

**Email :** [lseals@ci.ottumwa.ia.us](mailto:lseals@ci.ottumwa.ia.us)

**Signature:** 


**Date:** November 5, 2019

FILED  
CITY OF OTTUMWA  
STAFF SUMMARY  
2019 OCT 24 PM 12: 57

Council Meeting of: November 5, 2019

CITY OF OTTUMWA  
ITEM NO. \_\_\_\_\_

Joni Keith  
Prepared By



Airport

Department

Chris Cobler

Department Head

  
Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Pass and adopt Resolution #243-2019 approving waiving the monthly rent paid by Archangel Services, LLC, the Fixed Base Operator at the Ottumwa Regional Airport, for the 2019 calendar year.

\*\*\*\*\*

PURPOSE: Approve the waiving of rent paid to the City of Ottumwa by the Fixed Base Operator, Archangel Services, LLC, at the Ottumwa Regional Airport.

RECOMMENDATION: Pass and adopt Resolution #243-2019.

DISCUSSION: The Fixed Base Operator (FBO) at the Ottumwa Regional Airport requested that the rental fees of \$783.33 per month or a total of \$9,400.00 per year, be waived for the calendar year of 2019 due to the Airport Reconstruction Project. This is for the lease of space at the terminal building, the lease of Building #62, the North Half of Building #23 and Building #20 at the airport. Due to the Airport Runway Reconstruction Project, the main runway has been shut down from April through October. With the landing light system still being installed under the direction of the FAA, full usage of the airport will probably not occur until sometime in November depending on the FAA's order and installation of specialized equipment. This has resulted in a substantial loss for the FBO for this calendar year. Staff will meet with the FBO in February of 2020 to review the current agreement and make recommendations to council regarding a contract extension and the renegotiation of rents, fees and services.

**RESOLUTION NO. 243-2019**

A RESOLUTION APPROVING THE WAIVER OF 2019 LEASE FEES FROM THE  
FIXED BASE OPERATOR (FBO), ARCHANGEL SERVICES, LLC,  
AT THE OTTUMWA REGIONAL AIRPORT.

WHEREAS, the City of Ottumwa, Iowa desires to support and maintain Archangel Services, LLC, the Fixed Base Operator (FBO), at the Ottumwa Regional Airport; and

WHEREAS, the Runway Reconstruction Project, causing the closure of the main runway at the Airport during 2019 has substantially reduced the FBO's income resulting in its operating at a loss for the year; and

WHEREAS, both of the airport runways will not be in operation until November or December of 2019, further reducing the FBO's income; and

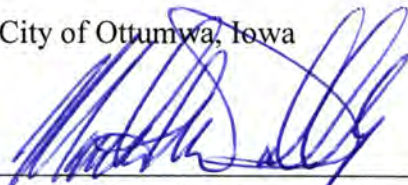
WHEREAS, the FBO pays the sum of \$783.33 per month for the lease of certain buildings at the airport, and requests that those fees be waived for 2019 due to the substantial reduction in revenue with the closure of the main runway for much of this calendar year.

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


That the lease fees in the amount of \$783.33 per month for the 2019 calendar year are hereby waived and the acting City Administrator is authorized to proceed with this proposal.

ApPASSED AND ADOPTED this 5th day of November, 2019.

City of Ottumwa, Iowa

  
\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:

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

FILED

CITY OF OTTUMWA

2019 OCT 31 PM 1: 24 Staff Summary

CITY OF OTTUMWA

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

Council Meeting of: November 5, 2019

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

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

*Tom L. Logie*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution #248-2019. Approving Professional Services Agreement between the City of Ottumwa and Garden & Associates for the East Woodland Avenue Reconstruction Project.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution #248-2019 approving the Professional Services Agreement and authorizing the Mayor to sign agreement.

DISCUSSION: The Agreement provides for the design and bid phase services including preliminary site survey for design purposes.

A break in a water main resulted in severe undermining for approximately 575 LF. This led to complete pavement failure. After evaluating the existing sanitary system, it will require replacement. As part of the project, we will separate the storm.

Ottumwa Water Works will be participating at 50% on items indicated in the attached spreadsheet.

Design Contract: \$30,000.00

Project Total Estimate: \$356,000.00 – OWW Share: \$179,812.50

Source of Funds: RU/LOST

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION NO. 248-2019

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE CITY OF OTTUMWA AND GARDEN & ASSOCIATED, LTD,  
FOR THE EAST WOOLDLAND AVENUE RECONSTRUCTION PROJECT

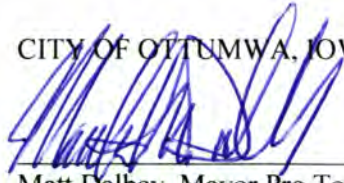
WHEREAS, This Agreement provides for the design and bid phase services including preliminary site survey for design purposes; and

WHEREAS, The consulting engineering services of Garden & Associates, Ltd, shall not exceed \$30,000.00 as described in the agreement.

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

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of November 2019.

CITY OF OTTUMWA, IOWA



\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:



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



PROFESSIONAL SERVICES AGREEMENT

This agreement made between City of Ottumwa, Iowa

the CLIENT and GARDEN & ASSOCIATES, LTD., the CONSULTANT, for services concerning the following PROJECT:

East Woodland Avenue Reconstruction – from Court Street to approximately 800' east. Includes complete reconstruction of the roadway, upgrades to the storm sewer system, and replacement of the sanitary sewer main. Topographic survey will extend to North Green Street.

GARDEN & ASSOCIATES, LTD. agrees to perform the following professional services in connection with the PROJECT:

Design and Bid Phase services including preliminary site survey for design purposes.

The CLIENT hereby agrees to provide the CONSULTANT all criteria, design and construction standards, and full information as to the CLIENT'S requirements for the PROJECT. Other terms and conditions of this contract, including time of performance are as follows:

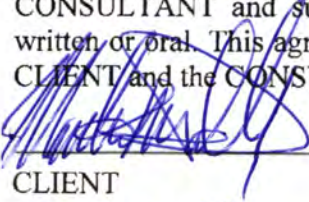
None.

The CLIENT agrees to compensate the CONSULTANT for services rendered under this agreement on the following basis:

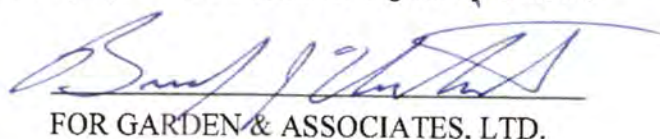
Standard hourly rates with an estimated cost of \$30,000. Rate schedule is attached.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED HERETO.

This agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

  
\_\_\_\_\_  
CLIENT

11.5.19  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
FOR GARDEN & ASSOCIATES, LTD.

10/9/19  
\_\_\_\_\_  
DATE



## ATTACHMENT TO AGREEMENT FOR PROFESSIONAL SERVICES GENERAL CONDITIONS

**Reference Conditions:** Garden & Associates, Ltd. will hereinafter be referenced as CONSULTANT and the above referenced CLIENT will be referred to as CLIENT. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

**Change Order:** The term "Change Order" as used herein is a written order to CONSULTANT and signed by CONSULTANT and CLIENT, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

**Severability:** The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereto shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

**Billings/Payments:** Invoices for services shall be submitted at CONSULTANT's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, CONSULTANT may, without waiving any claim or right against the CLIENT and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of CONSULTANT. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection including reasonable attorney's fees.

**Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Applicable Law:** The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Iowa.

**Standard of Care:** Services performed by CONSULTANT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty of guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

**Professional Liability:** CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all construction contractors and subcontractors on the "Project" arising from negligent professional acts, errors, or omissions, such that CONSULTANT's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater.

**Indemnification:** The CLIENT shall indemnify and hold harmless CONSULTANT and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except CONSULTANT). CONSULTANT shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of CONSULTANT or anyone directly or indirectly employed by CONSULTANT (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and CONSULTANT, then the responsibility shall lie between the CLIENT and CONSULTANT in proportion to their contribution of negligence. In no case shall CONSULTANT's liability exceed the limit of liability established under the Professional Liability Section of this contract, and in no event shall liability exist for any lost profits or loss of use.

**Terms:** Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the Agreement until the date of completion of the services or either party becomes insolvent, make an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate the Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, CLIENT shall pay and reimburse CONSULTANT for services rendered and costs incurred by CONSULTANT prior to the effective date of termination. The indemnification of CONSULTANT by CLIENT wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

**Without Representation or Warranty:** CONSULTANT makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. CONSULTANT assumes no responsibility with respect to CLIENT's use thereof.

**Applicability:** These General Conditions, being part of an Agreement for Professional Services between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

**On-site Observation:** In the event that any on-site observation of Contractors' work shall be included as a part of these services, the CONSULTANT shall endeavor to guard the CLIENT against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee or warrant the performance of the Contractor. The CONSULTANT is not responsible for the construction means, methods, techniques, sequence or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The CONSULTANT is not responsible for the Contractor's failure to execute the work in accordance with the construction contract, nor is the CONSULTANT responsible for defects or omissions in work performed as part of any construction contract by the Contractor, or any Subcontractors or any of the Contractor's or Subcontractor's employees, or that of any person or entities responsible for performing such work.

**Time of Performance:** Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.

**Opinion of Construction Cost:** Any Opinion of Construction Cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to client.

**Additional Services:** Normal and customary services do not include services as defined as Additional Services. Additional Services shall be performed as requested in writing by the CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the CONSULTANT's Standard Fee Schedule or as set forth in a written Scope of Services defined by the CLIENT and the CONSULTANT.

**Fee Schedule:** Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges and reimbursable expenses for services and costs incurred by CONSULTANT, they shall be based on the annually adopted Standard Rate Schedule of CONSULTANT for the period from March 1<sup>st</sup> through February 28<sup>th</sup> of each year. The Standard Rate Schedule will annually be subject to change each March 1<sup>st</sup> of each year.

**Enforcement:** In the event Client should fail to perform any obligation hereunder, Client agrees to pay all costs of enforcement, including CONSULTANT's reasonable attorney fees and court costs. The parties further agree that in the event of litigation thereon, that the District Court of Mahaska County shall have exclusive jurisdiction, unless waived in writing by CONSULTANT.

**GARDEN & ASSOCIATES, LTD.**  
**2019 RATE SCHEDULE**

<b><u>CLASSIFICATION</u></b>	<b><u>Hourly Rate</u></b>
Principal Engineer	\$ 145.00
Project Manager	\$ 140.00
Engineer 1	\$ 128.00
Engineer 2	\$ 117.00
Engineer 3	\$ 108.00
Engineer 4	\$ 100.00
Engineer 5	\$ 93.00
Surveyor 1	\$ 118.00
Surveyor 2	\$ 114.00
Surveyor 3	\$ 96.00
Technician 1	\$ 105.00
Technician 2	\$ 92.00
Technician 3	\$ 87.00
Technician 4	\$ 81.00
Technician 5	\$ 71.00
Technician 6	\$ 57.00

**REIMBURSABLE EXPENSES**

Mileage, Per Mile	\$ 0.58
Printing, Per Square Foot	\$ 0.25
Printing - Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.25
Copying - Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 45.00
Robotic Total Station Equipment, Per Hour	\$ 45.00
ATV GPS Mapping, Per Hour	\$ 120.00
Laser Scanning, Per Hour	\$ 150.00
GIS, Mapping Equipment, Per Hour	\$ 10.00

**OTHER REIMBURSABLE EXPENSES**

- 1 Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
- 2 All other direct expenses will be invoiced at cost.

**ADJUSTMENTS TO FEE SCHEDULE**

- 1 Rate Schedule effective March 1, 2019 through February 28, 2020. The Rate Schedule shall be subject to change each March 1st of each year.



Woodland Ave  
 Construction Estimate  
 10-4-19 SM

North Court-East 575' X 25'

Item No	Item Description	Unit	Quantity	Price	Total
1	EXCAVATION, CLASS 10	CY	365	\$35.00	\$12,775.00
2	MODIFIED SUBBASE	SY	330	\$7.00	\$2,310.00
3	SUBGRADE PREPARATION	SY	1980	\$2.75	\$5,445.00
4	SUBDRAIN, PERFORATED, 4"	LF	1150	\$7.50	\$8,625.00
5	SUBDRAIN CONNECTIONS	EA	4	\$250.00	\$1,000.00
6	PAVEMENT REMOVAL	SY	1600	\$10.00	\$16,000.00
7	DRIVEWAY REMOVAL	SY	300	\$9.00	\$2,700.00
8	SIDWALK REMOVAL	SY	30	\$9.00	\$270.00
9	PAVEMENT, PCC, 7"	SY	1600	\$68.00	\$108,800.00
10	PAVED DRIVEWAY, PCC, 6"	SY	300	\$75.00	\$22,500.00
11	SIDEWALK, PCC, 6"	SY	30	\$60.00	\$1,800.00
12	SEEDING AND FERTILIZING & MULCHING	AC	0.1	\$10,000.00	\$1,000.00
13	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00
14	TRAFFIC CONTROL	LS	1	\$3,500.00	\$3,500.00
15	SANITARY SEWER, PVC, 8", TRENCHED	LF	575	\$70.00	\$40,250.00
16	SANITARY SEWER SERVICE STUB, 6"	LF	450	\$75.00	\$33,750.00
17	MANHOLE, SW-301	EA	2	\$5,000.00	\$10,000.00
18	INTAKE, SW-501	EA	2	\$3,300.00	\$6,600.00
19	INTAKE, SW-503	EA	2	\$3,800.00	\$7,600.00
20	STORM SEWER, TRENCHED, RCP, 18"	LF	350	\$55.00	\$19,250.00
21	APRON, RCP, 18"	EA	1	\$1,500.00	\$1,500.00
22	APRON, FOOTING	EA	1	\$500.00	\$500.00
23	RIP RAP, CLASS E	TN	15	\$50.00	\$750.00
24	CLEARING AND GRUBBING	LS	1	\$5,000.00	\$5,000.00





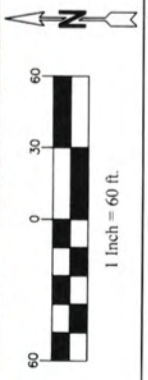




Woodland Ave  
Construction Estimate  
10-4-19 SM

North Court-East 575' X 25'

Item No	Item Description	Unit	Quantity	Price	Total
1	EXCAVATION, CLASS 10	CY	365	\$35.00	\$12,775.00
2	MODIFIED SUBBASE	SY	330	\$7.00	\$2,310.00
3	SUBGRADE PREPARATION	SY	1980	\$2.75	\$5,445.00
4	SUBDRAIN, PERFORATED, 4"	LF	1150	\$7.50	\$8,625.00
5	SUBDRAIN CONNECTIONS	EA	4	\$250.00	\$1,000.00
6	PAVEMENT REMOVAL	SY	1600	\$10.00	\$16,000.00
7	DRIVEWAY REMOVAL	SY	300	\$9.00	\$2,700.00
8	SIDWALK REMOVAL	SY	30	\$9.00	\$270.00
9	PAVEMENT, PCC, 7"	SY	1600	\$68.00	\$108,800.00
10	PAVED DRIVEWAY, PCC, 6"	SY	300	\$75.00	\$22,500.00
11	SIDEWALK, PCC, 6"	SY	30	\$60.00	\$1,800.00
12	SEEDING AND FERTILIZING & MULCHING	AC	0.1	\$10,000.00	\$1,000.00
13	MOBILIZATION	LS	1	\$15,000.00	\$15,000.00
14	TRAFFIC CONTROL	LS	1	\$3,500.00	\$3,500.00
15	SANITARY SEWER, PVC, 8", TRENCHED	LF	575	\$70.00	\$40,250.00
16	SANITARY SEWER SERVICE STUB, 6"	LF	450	\$75.00	\$33,750.00
17	MANHOLE, SW-301	EA	2	\$5,000.00	\$10,000.00
18	INTAKE, SW-501	EA	2	\$3,300.00	\$6,600.00
19	INTAKE, SW-503	EA	2	\$3,800.00	\$7,600.00
20	STORM SEWER, TRENCHED, RCP, 18"	LF	350	\$55.00	\$19,250.00
21	APRON, RCP, 18"	EA	1	\$1,500.00	\$1,500.00
22	APRON, FOOTING	EA	1	\$500.00	\$500.00
23	RIP RAP, CLASS E	TN	15	\$50.00	\$750.00
				Total	\$321,925.00
				Contingency (5%)	\$16,100.00
				Engineering (10%)	\$32,200.00
				<b>Grand Total</b>	<b>\$370,225.00</b>



**OTTUMWA**  
ENGINEERING FIRM  
105 E. 3rd St.  
Ottumwa, IA 52501  
PH: 319-246-2000  
FX: 319-246-2000

Scale: 1"=60'  
Date: 2019

Drawn by: BD/SM  
Approved by:

PROJECT NAME  
WOODLAND AVE RECONSTRUCTION

SHEET NO.  
1

CITY OF OTTUMWA

STAFF SUMMARY

FILED

2019 OCT 31 AM 7:58

CITY CLERK  
OTTUMWA

Council Meeting of: November 5, 2019

ITEM NO. \_\_\_\_\_

Joni Keith

Prepared By



Kevin Flanagan

Department Head

Health

Department



Tom X. Lazio, Acting City Attorney

AGENDA TITLE: Approve Resolution #249-2019 for the City of Ottumwa to accept a gift of real estate from Donald L. Jones and Connie L. Jones, D/B/A J & J Rents, LLC, at 319 W. Fifth Street, Ottumwa, Iowa.

\*\*\*\*\*

PURPOSE: Approve Resolution #249-2019 accepting the gift of real estate located at 319 W. Fifth Street, Ottumwa, Iowa, from the Owners, Donald L. Jones and Connie L. Jones, D/B/A J & J Rents, LLC, and authorize the Mayor to sign documents finalizing the transaction.

RECOMMENDATION: Pass and Adopt Resolution #249-2019.

DISCUSSION: The property at 319 W. Fifth Street, Ottumwa, Iowa, has been placarded for several years. The owner is J & J Rents, LLC, which is held by Donald and Connie Jones. The owner is unable to repair this property, but is willing to donate the property to the City. This avoids the completion of a 657A action to take title to the property and allows the City to more quickly determine if the property can be salvaged or needs to be demolished. The legal description is: The Southwest 138 feet of Lot 29 in Half Block 6 in the Original Plat of the City of Ottumwa, Wapello County, Iowa. The real estate taxes will be paid to the date of possession. The Health Department is recommending acceptance of the donation. The Council would need to authorize the Mayor to sign any documents necessary to finalize the acceptance of the gift.

**RESOLUTION NO. 249-2019**

**RESOLUTION APPROVING THE ACCEPTANCE  
BY THE CITY OF OTTUMWA OF A GIFT OF REAL ESTATE LOCATED AT  
319 W. FIFTH STREET, OTTUMWA, IOWA  
FROM DONALD L. JONES AND CONNIE L. JONES D/B/A J & J RENTS, LLC.**

WHEREAS, the City of Ottumwa, Iowa desires to accept a gift of real estate located at 319 W. Fifth Street, Ottumwa, Iowa from the J & J Rents, LLC, which is owned by Donald L. Jones and Connie L. Jones; and

WHEREAS, said real estate is legally described as:

The Southwest 138 feet of Lot 29 in Half Block 6 in the Original Plat of the City of Ottumwa, Wapello County, Iowa; and

WHEREAS, the owners will be having a mortgage released from this property and will bring the real estate taxes current to date of possession; and

WHEREAS, the Mayor needs to be authorized to accept the gift and sign any documents necessary to effect this transaction.

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

That Resolution #249-2019 approves the acceptance of the proposed gift of real estate legally described as:

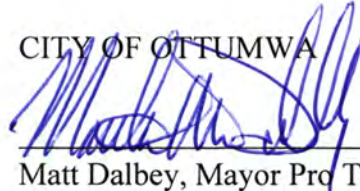
The Southwest 138 feet of Lot 29 in Half Block 6 in the Original Plat of the City of Ottumwa, Wapello County, Iowa; and

and locally known as 319 W. Fifth Street, Ottumwa, Iowa.

That upon the receipt of the Deed, Mayor Pro Tem Matt Dalbey is hereby authorized to sign any documents necessary to finalize this transaction on behalf of the City of Ottumwa, Iowa.


PASSED AND APPROVED this 5th day of November, 2019.

CITY OF OTTUMWA



\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:

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



FILED

2019 OCT 31 PM 1:23

CITY OF OTTUMWA

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: November 5, 2019

Engineering Department  
Department

Alicia Bankson  
Prepared By  
*Darryl Seab*  
Department Head

*Tom Legio*  
City Administrator Approval

AGENDA TITLE: Resolution #250-2019. Approve Change Order #1 for the Main Street (Downtown Streetscape) Reconstruction Project.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution #250-2019.

DISCUSSION: Change Order #1 consist of three items. The first item was for installing a temporary water service line that was installed on a Fire Hydrant feed. The second item is for forced account water service lines from the new water service stop box to building water meters. The cost of the service line will be invoiced to the appropriate building owner for reimbursement (see attachments). The third item was for removal of unsuitable trench fill and purchase and placement of class 10 fill material.

Change Order #1 increases the contract amount by \$30,194.36. The new contract sum is \$5,126,553.66

Funding:	<u>Grants</u>
CDBG	\$ 800,000 split between City and Legacy
Water Quality	\$ 55,000
Legacy	\$1,946,000
City of Ottumwa	\$2,670,000
OWW	<u>\$ 511,665</u>
Total	\$5,982,665

Base bid	\$5,096,359.30
CO 1	\$ 30,194.36
Resident Engineer	\$ 300,000.00
Total	\$5,396,359.30 does not include gas service relocates nor final water service cost.

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #250-2019

A RESOLUTION APPROVING CHANGE ORDER #1  
FOR THE EAST MAIN RECONSTRUCTION PROJECT

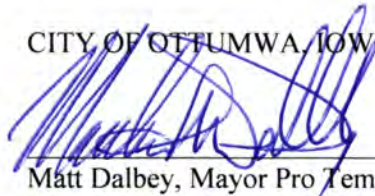
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Portzen Construction, Inc. of Dubuque, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$30,194.36 resulting in a new contract sum of \$5,126,553.66 ;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of November, 2019.

CITY OF OTTUMWA, IOWA



---

Matt Dalbey, Mayor Pro Tem

ATTEST:



---

Christina Reinhard, City Clerk

**SECTION 630  
PAY ESTIMATE**

**CITY OF OTTUMWA**

**APPLICATION FOR PAYMENT**

TO OWNER: City of Ottumwa

PROJECT: Ottumwa Main Street

PAY REQUEST NO. 4

FROM CONTRACTOR: PORTZEN CONST.

PAY PERIOD: 31-Oct-19

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application for payment is made as follows:

1. Original Contract Sum	\$5,096,359.30
2. Net change by Change Orders	\$30,194.36
3. Contract Sum to Date (Line 1+ Line 2)	\$5,126,553.66
4. Total Completed and Stored to Date	\$1,422,348.58
5. Retainage: <u>5</u> % of Completed work	\$71,117.43
6. Total Earned Less Retainage Amount	\$1,351,231.15
7. Less Previous Payments	\$1,011,750.67
8. Current Payment Due	\$339,480.48

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

CONTRACTOR: Portzen Construction

DATE: 10/31/19

BY: Mike Portzen

TITLE: U.P

**ENGINEER'S CERTIFICATE FOR PAYMENT**

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

Darryl Seals  
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$339,480.48

DATE: 11-1-19



ITEM	DESCRIPTION	UNIT	QTY	PRICE	ESTIMATED	AS BUILT	QUANTITY	% OF
1	Asphalt Paving, 4" Thick	LS	1	\$750.00	\$750.00	0	\$750.00	100%
2	Asphalt Paving, 6" Thick	LS	0	\$0.00	\$0.00	0	\$0.00	0%
3	Asphalt Paving, 8" Thick	LS	1	\$1,500.00	\$1,500.00	0	\$1,500.00	100%
4	Asphalt Paving, 10" Thick	LS	1	\$2,250.00	\$2,250.00	0	\$2,250.00	100%
5	Asphalt Paving, 12" Thick	LS	1	\$3,000.00	\$3,000.00	0	\$3,000.00	100%
6	Asphalt Paving, 14" Thick	LS	1	\$3,750.00	\$3,750.00	0	\$3,750.00	100%
7	Asphalt Paving, 16" Thick	LS	1	\$4,500.00	\$4,500.00	0	\$4,500.00	100%
8	Asphalt Paving, 18" Thick	LS	1	\$5,250.00	\$5,250.00	0	\$5,250.00	100%
9	Asphalt Paving, 20" Thick	LS	1	\$6,000.00	\$6,000.00	0	\$6,000.00	100%
10	Asphalt Paving, 22" Thick	LS	1	\$6,750.00	\$6,750.00	0	\$6,750.00	100%
11	Asphalt Paving, 24" Thick	LS	1	\$7,500.00	\$7,500.00	0	\$7,500.00	100%
12	Asphalt Paving, 26" Thick	LS	1	\$8,250.00	\$8,250.00	0	\$8,250.00	100%
13	Asphalt Paving, 28" Thick	LS	1	\$9,000.00	\$9,000.00	0	\$9,000.00	100%
14	Asphalt Paving, 30" Thick	LS	1	\$9,750.00	\$9,750.00	0	\$9,750.00	100%
15	Asphalt Paving, 32" Thick	LS	1	\$10,500.00	\$10,500.00	0	\$10,500.00	100%
16	Asphalt Paving, 34" Thick	LS	1	\$11,250.00	\$11,250.00	0	\$11,250.00	100%
17	Asphalt Paving, 36" Thick	LS	1	\$12,000.00	\$12,000.00	0	\$12,000.00	100%
18	Asphalt Paving, 38" Thick	LS	1	\$12,750.00	\$12,750.00	0	\$12,750.00	100%
19	Asphalt Paving, 40" Thick	LS	1	\$13,500.00	\$13,500.00	0	\$13,500.00	100%
20	Asphalt Paving, 42" Thick	LS	1	\$14,250.00	\$14,250.00	0	\$14,250.00	100%
21	Asphalt Paving, 44" Thick	LS	1	\$15,000.00	\$15,000.00	0	\$15,000.00	100%
22	Asphalt Paving, 46" Thick	LS	1	\$15,750.00	\$15,750.00	0	\$15,750.00	100%
23	Asphalt Paving, 48" Thick	LS	1	\$16,500.00	\$16,500.00	0	\$16,500.00	100%
24	Asphalt Paving, 50" Thick	LS	1	\$17,250.00	\$17,250.00	0	\$17,250.00	100%
25	Asphalt Paving, 52" Thick	LS	1	\$18,000.00	\$18,000.00	0	\$18,000.00	100%
26	Asphalt Paving, 54" Thick	LS	1	\$18,750.00	\$18,750.00	0	\$18,750.00	100%
27	Asphalt Paving, 56" Thick	LS	1	\$19,500.00	\$19,500.00	0	\$19,500.00	100%
28	Asphalt Paving, 58" Thick	LS	1	\$20,250.00	\$20,250.00	0	\$20,250.00	100%
29	Asphalt Paving, 60" Thick	LS	1	\$21,000.00	\$21,000.00	0	\$21,000.00	100%
30	Asphalt Paving, 62" Thick	LS	1	\$21,750.00	\$21,750.00	0	\$21,750.00	100%
31	Asphalt Paving, 64" Thick	LS	1	\$22,500.00	\$22,500.00	0	\$22,500.00	100%
32	Asphalt Paving, 66" Thick	LS	1	\$23,250.00	\$23,250.00	0	\$23,250.00	100%
33	Asphalt Paving, 68" Thick	LS	1	\$24,000.00	\$24,000.00	0	\$24,000.00	100%
34	Asphalt Paving, 70" Thick	LS	1	\$24,750.00	\$24,750.00	0	\$24,750.00	100%
35	Asphalt Paving, 72" Thick	LS	1	\$25,500.00	\$25,500.00	0	\$25,500.00	100%
36	Asphalt Paving, 74" Thick	LS	1	\$26,250.00	\$26,250.00	0	\$26,250.00	100%
37	Asphalt Paving, 76" Thick	LS	1	\$27,000.00	\$27,000.00	0	\$27,000.00	100%
38	Asphalt Paving, 78" Thick	LS	1	\$27,750.00	\$27,750.00	0	\$27,750.00	100%
39	Asphalt Paving, 80" Thick	LS	1	\$28,500.00	\$28,500.00	0	\$28,500.00	100%
40	Asphalt Paving, 82" Thick	LS	1	\$29,250.00	\$29,250.00	0	\$29,250.00	100%
41	Asphalt Paving, 84" Thick	LS	1	\$30,000.00	\$30,000.00	0	\$30,000.00	100%
42	Asphalt Paving, 86" Thick	LS	1	\$30,750.00	\$30,750.00	0	\$30,750.00	100%
43	Asphalt Paving, 88" Thick	LS	1	\$31,500.00	\$31,500.00	0	\$31,500.00	100%
44	Asphalt Paving, 90" Thick	LS	1	\$32,250.00	\$32,250.00	0	\$32,250.00	100%
45	Asphalt Paving, 92" Thick	LS	1	\$33,000.00	\$33,000.00	0	\$33,000.00	100%
46	Asphalt Paving, 94" Thick	LS	1	\$33,750.00	\$33,750.00	0	\$33,750.00	100%
47	Asphalt Paving, 96" Thick	LS	1	\$34,500.00	\$34,500.00	0	\$34,500.00	100%
48	Asphalt Paving, 98" Thick	LS	1	\$35,250.00	\$35,250.00	0	\$35,250.00	100%
49	Asphalt Paving, 100" Thick	LS	1	\$36,000.00	\$36,000.00	0	\$36,000.00	100%
50	Asphalt Paving, 102" Thick	LS	1	\$36,750.00	\$36,750.00	0	\$36,750.00	100%
51	Asphalt Paving, 104" Thick	LS	1	\$37,500.00	\$37,500.00	0	\$37,500.00	100%
52	Asphalt Paving, 106" Thick	LS	1	\$38,250.00	\$38,250.00	0	\$38,250.00	100%
53	Asphalt Paving, 108" Thick	LS	1	\$39,000.00	\$39,000.00	0	\$39,000.00	100%
54	Asphalt Paving, 110" Thick	LS	1	\$39,750.00	\$39,750.00	0	\$39,750.00	100%
55	Asphalt Paving, 112" Thick	LS	1	\$40,500.00	\$40,500.00	0	\$40,500.00	100%
56	Asphalt Paving, 114" Thick	LS	1	\$41,250.00	\$41,250.00	0	\$41,250.00	100%
57	Asphalt Paving, 116" Thick	LS	1	\$42,000.00	\$42,000.00	0	\$42,000.00	100%
58	Asphalt Paving, 118" Thick	LS	1	\$42,750.00	\$42,750.00	0	\$42,750.00	100%
59	Asphalt Paving, 120" Thick	LS	1	\$43,500.00	\$43,500.00	0	\$43,500.00	100%
60	Asphalt Paving, 122" Thick	LS	1	\$44,250.00	\$44,250.00	0	\$44,250.00	100%
61	Asphalt Paving, 124" Thick	LS	1	\$45,000.00	\$45,000.00	0	\$45,000.00	100%
62	Asphalt Paving, 126" Thick	LS	1	\$45,750.00	\$45,750.00	0	\$45,750.00	100%
63	Asphalt Paving, 128" Thick	LS	1	\$46,500.00	\$46,500.00	0	\$46,500.00	100%
64	Asphalt Paving, 130" Thick	LS	1	\$47,250.00	\$47,250.00	0	\$47,250.00	100%
65	Asphalt Paving, 132" Thick	LS	1	\$48,000.00	\$48,000.00	0	\$48,000.00	100%
66	Asphalt Paving, 134" Thick	LS	1	\$48,750.00	\$48,750.00	0	\$48,750.00	100%
67	Asphalt Paving, 136" Thick	LS	1	\$49,500.00	\$49,500.00	0	\$49,500.00	100%
68	Asphalt Paving, 138" Thick	LS	1	\$50,250.00	\$50,250.00	0	\$50,250.00	100%
69	Asphalt Paving, 140" Thick	LS	1	\$51,000.00	\$51,000.00	0	\$51,000.00	100%
70	Asphalt Paving, 142" Thick	LS	1	\$51,750.00	\$51,750.00	0	\$51,750.00	100%
71	Asphalt Paving, 144" Thick	LS	1	\$52,500.00	\$52,500.00	0	\$52,500.00	100%
72	Asphalt Paving, 146" Thick	LS	1	\$53,250.00	\$53,250.00	0	\$53,250.00	100%
73	Asphalt Paving, 148" Thick	LS	1	\$54,000.00	\$54,000.00	0	\$54,000.00	100%
74	Asphalt Paving, 150" Thick	LS	1	\$54,750.00	\$54,750.00	0	\$54,750.00	100%
75	Asphalt Paving, 152" Thick	LS	1	\$55,500.00	\$55,500.00	0	\$55,500.00	100%
76	Asphalt Paving, 154" Thick	LS	1	\$56,250.00	\$56,250.00	0	\$56,250.00	100%
77	Asphalt Paving, 156" Thick	LS	1	\$57,000.00	\$57,000.00	0	\$57,000.00	100%
78	Asphalt Paving, 158" Thick	LS	1	\$57,750.00	\$57,750.00	0	\$57,750.00	100%
79	Asphalt Paving, 160" Thick	LS	1	\$58,500.00	\$58,500.00	0	\$58,500.00	100%
80	Asphalt Paving, 162" Thick	LS	1	\$59,250.00	\$59,250.00	0	\$59,250.00	100%
81	Asphalt Paving, 164" Thick	LS	1	\$60,000.00	\$60,000.00	0	\$60,000.00	100%
82	Asphalt Paving, 166" Thick	LS	1	\$60,750.00	\$60,750.00	0	\$60,750.00	100%
83	Asphalt Paving, 168" Thick	LS	1	\$61,500.00	\$61,500.00	0	\$61,500.00	100%
84	Asphalt Paving, 170" Thick	LS	1	\$62,250.00	\$62,250.00	0	\$62,250.00	100%
85	Asphalt Paving, 172" Thick	LS	1	\$63,000.00	\$63,000.00	0	\$63,000.00	100%
86	Asphalt Paving, 174" Thick	LS	1	\$63,750.00	\$63,750.00	0	\$63,750.00	100%
87	Asphalt Paving, 176" Thick	LS	1	\$64,500.00	\$64,500.00	0	\$64,500.00	100%
88	Asphalt Paving, 178" Thick	LS	1	\$65,250.00	\$65,250.00	0	\$65,250.00	100%
89	Asphalt Paving, 180" Thick	LS	1	\$66,000.00	\$66,000.00	0	\$66,000.00	100%
90	Asphalt Paving, 182" Thick	LS	1	\$66,750.00	\$66,750.00	0	\$66,750.00	100%
91	Asphalt Paving, 184" Thick	LS	1	\$67,500.00	\$67,500.00	0	\$67,500.00	100%
92	Asphalt Paving, 186" Thick	LS	1	\$68,250.00	\$68,250.00	0	\$68,250.00	100%
93	Asphalt Paving, 188" Thick	LS	1	\$69,000.00	\$69,000.00	0	\$69,000.00	100%
94	Asphalt Paving, 190" Thick	LS	1	\$69,750.00	\$69,750.00	0	\$69,750.00	100%
95	Asphalt Paving, 192" Thick	LS	1	\$70,500.00	\$70,500.00	0	\$70,500.00	100%
96	Asphalt Paving, 194" Thick	LS	1	\$71,250.00	\$71,250.00	0	\$71,250.00	100%
97	Asphalt Paving, 196" Thick	LS	1	\$72,000.00	\$72,000.00	0	\$72,000.00	100%
98	Asphalt Paving, 198" Thick	LS	1	\$72,750.00	\$72,750.00	0	\$72,750.00	100%
99	Asphalt Paving, 200" Thick	LS	1	\$73,500.00	\$73,500.00	0	\$73,500.00	100%
100	Asphalt Paving, 202" Thick	LS	1	\$74,250.00	\$74,250.00	0	\$74,250.00	100%
101	Asphalt Paving, 204" Thick	LS	1	\$75,000.00	\$75,000.00	0	\$75,000.00	100%
102	Asphalt Paving, 206" Thick	LS	1	\$75,750.00	\$75,750.00	0	\$75,750.00	100%
103	Asphalt Paving, 208" Thick	LS	1	\$76,500.00	\$76,500.00	0	\$76,500.00	100%
104	Asphalt Paving, 210" Thick	LS	1	\$77,250.00	\$77,250.00	0	\$77,250.00	100%
105	Asphalt Paving, 212" Thick	LS	1	\$78,000.00	\$78,000.00	0	\$78,000.00	100%
106	Asphalt Paving, 214" Thick	LS	1	\$78,750.00	\$78,750.00	0	\$78,750.00	100%
107	Asphalt Paving, 216" Thick	LS	1	\$79,500.00	\$79,500.00	0	\$79,500.00	100%
108	Asphalt Paving, 218" Thick	LS	1	\$80,250.00	\$80,250.00	0	\$80,250.00	100%
109	Asphalt Paving, 220" Thick	LS	1	\$81,000.00	\$81,000.00	0	\$81,000.00	100%
110	Asphalt Paving, 222" Thick	LS	1	\$81,750.00	\$81,750.00	0	\$81,750.00	100%
111	Asphalt Paving, 224" Thick	LS	1	\$82,500.00	\$82,500.00	0	\$82,500.00	100%
112	Asphalt Paving, 226" Thick	LS	1	\$83,250.00	\$83,250.00	0	\$83,250.00	100%
113	Asphalt Paving, 228" Thick	LS	1	\$84,000.00	\$84,000.00	0	\$84,000.00	100%
114	Asphalt Paving, 230" Thick	LS	1	\$84,750.00	\$84,750.00	0	\$84,750.00	100%
115	Asphalt Paving, 232" Thick	LS	1	\$85,500.00	\$85,500.00	0	\$85,500.00	100%
116	Asphalt Paving, 234" Thick	LS	1	\$86,250.00	\$86,			

**Section 640  
CHANGE ORDER**

Project: Ottumwa Main Street To Contractor: PORTZEN CONST

Change Order Number: 1

The Contract is changed as follows:

Relocation of existing water service	31-Oct-19
in line of storm sewer installation and hydrant removal.	\$0.00
3/4" copper @ \$63.90/LF (30 LF relocated)	\$0.00
Water Services from curb stop to building in 300 block.	\$1,917.00
(Summary attached)	\$0.00
Remove and replace trench backfill material.	\$26,477.36
(Summary attached)	\$0.00
	\$1,800.00
Total:	\$30,194.36

Base bid amount \$5,096,359.30

**NEW PROJECT TOTAL \$5,126,553.66**

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

The Original Contract Sum was	<u>\$5,096,359.30</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$5,096,359.30</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$30,194.36</u>
The new Contract Sum including this change order	<u>\$5,126,553.66</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

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

Darryl Seals  
ENGINEER  
DIRECTOR OF PUBLIC WORKS

11-1-19  
DATE

PORTZEN CONST.  
CONTRACTOR

10/31/19  
DATE

Mit Porth  
BY

V.P.  
TITLE

# IOWA DOT

## STATEMENT OF FORCE ACCOUNT

Date 10/28/19 Sheet 1 of       
 Project No. Ottumwa Main St. County Wapello Accounting I.D.       
 Contractor Portzen Construction  
 Address Main St.  
 Description of Work Water Services  
 Change Order No. 1

Employees, Equipment, and Materials <small>Employees include craft and classification. Equipment include manufacturer, model number, type, size, horsepower, bucket or box capacity, weight, and age.</small>	(A) Quantity or Total Hours	(B) Rate Per Hour Fringe or Estimated Operating Cost/Hr.	(C) Base Salary Per Hour or Unit Rate	(D)		(E) Materials
				(AxB)	(AxC)	
DP Plumbing 303 Main St.				0.00	0.00	620.58
Portzen 303 Main St	1.00	87.00	125.00	87.00	125.00	
DP Plumbing 305 Main St.				0.00	0.00	858.78
Portzen 305 Main St.	1.00	87.00	125.00	87.00	125.00	
DP Plumbing 307 Main St.				0.00	0.00	566.51
Portzen 307 Main St.	1.00	87.00	125.00	87.00	125.00	
DP Plumbing 311 Main St.				0.00	0.00	1,203.66
Portzen 311 Main St.	1.00	87.00	125.00	87.00	125.00	
DP Plumbing 312 Main St.				0.00	0.00	884.88
Portzen 312 Main St.	1.00	87.00	125.00	87.00	125.00	
				0.00	0.00	

### RECAP

<b>Daily Work Approval</b>	<	1				
			Fringe Benefits			0.00
<b>For Contractor</b> _____	<	2				0.00
			Base Labor			0.00
<b>For State or County</b> _____	<	3		$\frac{435.00}{(AxB)} + \frac{625.00}{(AxC)} =$		1,060.00
			Equipment			1,060.00
	<	4				4,134.41
			Materials			4,134.41

### Summary Certification

I hereby certify that the items and amounts listed herein have been checked and approved.

Project Engineer \_\_\_\_\_

Date \_\_\_\_\_

5	Work. Comp., Soc. Sec. Taxes, Ins., etc.	[ _____ % x $\frac{0.00}{\text{Base Labor}}$ ] x 1.10 =			0.00
6	Overhead	35% x $\frac{0.00}{(\text{Fringe Benefits} + \text{Base Labor})} =$			0.00
7	Materials	15% x $\frac{4,134.41}{\text{Materials Cost}} =$			620.16
	<b>SUBTOTAL</b>				5,814.57
8	Public Liability, Bond, Association Dues	[ 1.00 % x $\frac{5,814.57}{\text{Subtotal}}$ ] x 1.10 =			63.96
9	<b>SHEET TOTAL</b>			<	5,878.53
10	<b>GRAND TOTAL</b>			<	

# IOWADOT

## STATEMENT OF FORCE ACCOUNT

Date 10/28/19 Sheet 3 of           
 Project No. Ottumwa Main St. County Wapello Accounting I.D.           
 Contractor Portzen Construction  
 Address Main St.  
 Description of Work Water Services  
 Change Order No. 1

Employees, Equipment, and Materials Employees include craft and classification. Equipment include manufacturer, model number, type, size, horsepower, bucket or box capacity, weight, and age.	(A) Quantity or Total Hours	(B) Rate Per Hour Fringe or Estimated Operating Cost/Hr.	(C) Base Salary Per Hour or Unit Rate	(D)		(E) Materials
				(AxB)	(AxC)	
DP Plumbing 320 Main St.				0.00	0.00	1,164.90
Portzen 320 Main St	1.00	87.00	125.00	87.00	125.00	
DP Plumbing 321 Main St.				0.00	0.00	1,664.90
Portzen 321 Main St.	1.00	87.00	125.00	87.00	125.00	
DP Plumbing 322 Main St.				0.00	0.00	404.63
Portzen 322 Main St.	1.00	87.00	125.00	87.00	125.00	
DP Plumbing 323 Main St.				0.00	0.00	283.57
Portzen 323 Main St.	1.00	87.00	125.00	87.00	125.00	
DP Plumbing 324 Main St.				0.00	0.00	2,259.78
Portzen 324 Main St.	1.00	87.00	125.00	87.00	125.00	
				0.00	0.00	

		RECAP		
<b>Daily Work Approval</b>	<	1		
			Fringe Benefits	0.00
<b>For Contractor</b> _____	<	2	Base Labor	0.00
<b>For State or County</b> _____	<	3	Equipment	1,060.00
	<	4	Materials	5,777.78
	5	Work Comp., Soc. Sec. Taxes, Ins., etc.	[ _____ % x <u>0.00</u> ] x 1.10 =	0.00
	6	Overhead	35% x <u>0.00</u> =	0.00
	7	Materials	15% x <u>5,777.78</u> =	866.67
	SUBTOTAL			7,704.45
	8	Public Liability, Bond, Association Dues	[ <u>1.00</u> % x <u>7,704.45</u> ] x 1.10 =	84.75
	9	SHEET TOTAL	<	7,789.20
	10	GRAND TOTAL	<	

**Summary Certification**  
 I hereby certify that the items and amounts listed herein have been checked and approved.

Project Engineer \_\_\_\_\_ Date \_\_\_\_\_

# IOWADOT

## STATEMENT OF FORCE ACCOUNT

Date 10/28/19 Sheet 5 of           
 Project No. Ottumwa Main St. County Wapello Accounting I.D.           
 Contractor Portzen Construction  
 Address Main St  
 Description of Work Water Services  
 Change Order No. 1

Employees, Equipment, and Materials <small>Employees include craft and classification. Equipment include manufacturer, model number, type, size, horsepower, bucket or box capacity, weight, and age.</small>	(A) Quantity or Total Hours	(B) Rate Per Hour Fringe or Estimated Operating Cost/Hr.	(C) Base Salary Per Hour or Unit Rate	(D)		(E) Materials
				(AxB)	(AxC)	
DP Plumbing 332 Main St.				0.00	0.00	415.11
Portzen 332 Main St	1.00	87.00	125.00	87.00	125.00	
DP Plumbing 334 Main St.				0.00	0.00	283.57
Portzen 334 Main St.	1.00	87.00	125.00	87.00	125.00	
				0.00	0.00	
				0.00	0.00	
				0.00	0.00	
				0.00	0.00	
				0.00	0.00	
				0.00	0.00	
				0.00	0.00	
				0.00	0.00	

**RECAP**

<b>Daily Work Approval</b>	<	1			
	<	2	Fringe Benefits		0.00
For Contractor _____	<	3	Base Labor		0.00
For State or County _____	<	4	Equipment	$\frac{174.00}{(AxB)} + \frac{250.00}{(AxC)} =$	424.00
	<	5	Materials		698.68
		5	Work. Comp., Soc. Sec. Taxes, Ins., etc.	$[\text{ } \% \times \frac{0.00}{\text{Base Labor}}] \times 1.10 =$	0.00
		6	Overhead	$35\% \times \frac{0.00}{(\text{Fringe Benefits} + \text{Base Labor})} =$	0.00
		7	Materials	$15\% \times \frac{698.68}{\text{Materials Cost}} =$	104.80
			<b>SUBTOTAL</b>		<b>1,227.48</b>
		8	Public Liability, Bond, Association Dues	$[\text{ } \% \times \frac{1,227.48}{\text{Subtotal}}] \times 1.10 =$	13.50
		9	<b>SHEET TOTAL</b>	<	<b>1,240.98</b>
		10	<b>GRAND TOTAL</b>	<	<b>26,477.36</b>

**Summary Certification**  
 I hereby certify that the items and amounts listed herein have been checked and approved.

Project Engineer \_\_\_\_\_

Date \_\_\_\_\_



Change Order Request

Ottumwa Main St.  
Project #19-13

July 23, 2019

Change Order Request 1  
Pages 1

Larry Seals  
City of Ottumwa

We propose to provide equipment, labor, and materials to complete the following change order:

Haul off spoils, purchase, and haul approved dirt directed by the city

Description	Qty	Unit	Cost	Total
1 Spoils Removed	100	CY	\$ 5.83 \$	583.00
2 Purchase Dirt	100	CY	\$ 2.50 \$	250.00
3 Haul New Dirt	100	CY	\$ 9.67 \$	967.00

Total Additions or (Deductions) from the contract: \$ 1,800.00

**Total Contract Adjustment requested: \$1,800.00**

If you have any questions regarding this proposal, please contact our office.

Sincerely,  
Mike Portzen Jr.  
Project Manager

**Please Sign if Proposal is ACCEPTED**

Sign: Larry Seals Authorized Person(s)

Date: 7-23-19

Ottumwa Main Street Improvement Project  
 Water service installations from curb stop to building - 300 Block

Address	Portzen	DP Plumbing	Material Markup @ 15%	Bond, Etc. Markup @ 1.1%	Total
303 E Main St	\$212.00	\$620.58	\$93.09	\$10.18	\$935.85
305 E Main St	\$212.00	\$858.78	\$128.82	\$13.20	\$1,212.80
307 E Main St	\$212.00	\$566.51	\$84.98	\$9.50	\$872.99
311 E Main St	\$212.00	\$1,203.66	\$180.55	\$17.56	\$1,613.77
312 E Main St	\$212.00	\$884.88	\$132.73	\$13.53	\$1,243.14
313 E Main St	\$212.00	\$961.50	\$144.23	\$14.50	\$1,332.23
314 E Main St	\$212.00	\$414.83	\$62.22	\$7.58	\$696.63
315 E Main St	\$212.00	\$1,108.81	\$166.32	\$16.36	\$1,503.49
316 E Main St	\$212.00	\$1,149.49	\$172.42	\$16.87	\$1,550.78
317 E Main St	\$212.00	\$1,345.20	\$201.78	\$19.35	\$1,778.33
320 E Main St	\$212.00	\$1,164.90	\$174.74	\$17.07	\$1,568.71
321 E Main St	\$212.00	\$1,664.90	\$249.74	\$23.39	\$2,150.03
322 E Main St	\$212.00	\$404.63	\$60.69	\$7.45	\$684.77
323 E Main St	\$212.00	\$283.57	\$42.54	\$5.92	\$544.03
324 E Main St	\$212.00	\$2,259.78	\$338.97	\$30.92	\$2,841.67
325 E Main St	\$212.00	\$997.50	\$149.63	\$14.95	\$1,374.08
326 E Main St	\$212.00	\$246.57	\$36.99	\$5.45	\$501.01
328 E Main St	\$212.00	\$246.57	\$36.99	\$5.45	\$501.01
330 E Main St	\$212.00	\$551.16	\$82.67	\$9.30	\$855.13
331 E Main St	\$212.00	\$1,085.13	\$162.77	\$16.06	\$1,475.96
332 E Main St	\$212.00	\$415.11	\$62.27	\$7.58	\$696.96
334 E Main St	\$212.00	\$283.57	\$42.54	\$5.92	\$544.03
<i>Subtotals</i>	<i>\$4,664.00</i>	<i>\$18,717.63</i>	<i>\$2,807.68</i>	<i>\$288.09</i>	

**Grand Total      \$26,477.40**

FILED  
CITY OF OTTUMWA  
2019 OCT 31 PM 1:24  
CITY CLERK  
OTTUMWA, IA  
Staff Summary  
\*\* ACTION ITEM \*\*

Council Meeting of: November 5, 2019

\_\_\_\_\_  
Alicia Bankson  
Prepared By

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

\_\_\_\_\_  
Larry Seals *LS*  
Department Head

\_\_\_\_\_  
*Tom Seals*  
City Administrator Approval

AGENDA TITLE: Resolution 251-2019. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2019 RFP #5 Elm Street Force Main Repair.

\*\*\*\*\*

\*\*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 251-2019.

DISCUSSION: DC Concrete and Construction of Ottumwa, Iowa was awarded the contract for the 2019 RFP #3 Elm Street Force Main Repair project on April 16, 2019 in the amount of \$16,400.00. Change Order #1 increases the contract amount by \$16,400.00, the new contract amount is \$32,800.00. The contractor has completed the above referenced work according to the request for proposals. This will authorize approval of Change Order #1, release all retainage, and final payment.

A temporary fix was done at this location in January when an old repair came apart. Before the pipe was buried we measured it as 22" OD (outside diameter). When suppliers were called to price parts they told us 22" OD pipe is not a normal pipe size and asked us to re-measure the pipe. The original repair was now buried but there are leftover pieces from the slip lining job at WPCF. We measured one of the pieces and it was 21.60" OD, which matches a 20" DIPS-DR 26 sized pipe. The contractor ordered parts, had the pipe apart, and the couplers wouldn't fit. The pipe was 22" OD, and must have been special ordered for the project. Somewhere different sized pipe got mixed in and on one of the odd sized pieces was given to us by the contractor at the end of the job. The contractor had to put the old couplers back on, rebury the pipe, have parts special made to fit a 22" OD pipe, then do the job all over again.

Original Contract Amount	\$16,400.00
Change Order #1	\$ 16,400.00
New Contract Sum	\$ 32,800.00
Less Previous Payments	\$ 15,580.00
Final Amount Due	\$ 17,220.00

Source of Funds: Road Use      Budgeted Item: No      Budget Amendment Needed: Yes



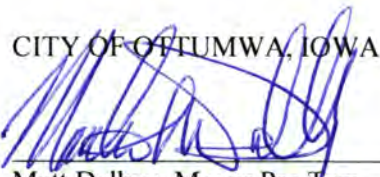
RESOLUTION 251-2019  
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK  
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST  
FOR 2019 RFP #5 - ELM STREET FORCE MAIN REPAIR

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on April 16, 2019 with DC Concrete and Construction of Douds, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$16,400.00. The total new contract sum is \$32,800.00. The project is now completed in accordance with the contract.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved. The Elm Street Force Main Repair (RFP #5-2019) is hereby accepted as complete, and authorization to make final payment to DC Concrete and Construction in the amount of \$17,220.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of November, 2019.

CITY OF OTTUMWA, IOWA  
  
\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:

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

**SECTION 630**  
**PAY ESTIMATE**

**CITY OF OTTUMWA**

**APPLICATION FOR PAYMENT**

TO OWNER: City of Ottumwa

PROJECT: Elm Street Force Main Repair

PAY REQUEST NO. 2  
Final

FROM CONTRACTOR: DC Concrete and Construction

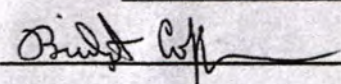
PAY PERIOD: DATE

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application for payment is made as follows:

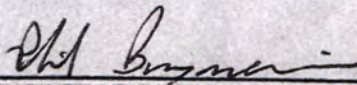
1. Original Contract Sum	<u>\$16,400.00</u>
2. Net change by Change Orders	<u>\$16,400.00</u>
3. Contract Sum to Date (Line 1+ Line 2)	<u>\$32,800.00</u>
4. Total Completed and Stored to Date	<u>\$32,800.00</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$32,800.00</u>
7. Less Previous Payments	<u>\$15,580.00</u>
8. Current Payment Due	<u>\$17,220.00</u>

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

CONTRACTOR: DC Concrete & Construction, LLC DATE: 10/30/2019  
BY:  TITLE: Co-Owner

**ENGINEER'S CERTIFICATE FOR PAYMENT**

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

  
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$17,220.00

DATE: 10-31-2019

**Section 640  
CHANGE ORDER**

Project: Elm Street Force Main Repair

To Contractor: DC Concrete and Construction

Change Order Number: 1

The Contract is changed as follows:  
Reinstall Couplers for different sized pipe.

DATE
\$16,400.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
Total: \$16,400.00

Base bid amount \$16,400.00

**NEW PROJECT TOTAL \$32,800.00**

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

The Original Contract Sum was	\$16,400.00
Net change by previously authorized Change Orders	\$0.00
The Contract Sum prior to this change order	\$16,400.00
The Contract Sum will be <u>increased</u> by this change order in the amount of	\$16,400.00
The new Contract Sum including this change order	\$32,800.00
The Contract Time will be <u>unchanged</u> by	0 days

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

Phil Buzanica  
ENGINEER/  
DIRECTOR OF PUBLIC WORKS

10-31-2019  
DATE

DC Concrete and Construction  
CONTRACTOR

10/30/2019  
DATE

Bridget Coff  
BY

Cr-Owner  
TITLE

FILED  
CITY OF OTTUMWA  
2019 OCT 31 PM 7:24  
CITY OF OTTUMWA  
\*\* ACTION ITEM \*\*

Council Meeting of: November 5, 2019

Engineering Department  
Department

Alicia Bankson  
Prepared By

*Larry Seals*  
Department Head

*Tom Legie*  
City Administrator Approval

AGENDA TITLE: Resolution #252-2019. Awarding the contract for the WPCF – Gatewell Conversion Project.

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

RECOMMENDATION: Pass and adopt Resolution #252-2019.

DISCUSSION: This project consists of converting gatewell structures at the ends of Market and Jefferson Streets into manholes. The gatewells are no longer authorized Combined Sewer Overflows (CSOs). This project will close off these two levee penetrations. A water tight access hatch will also be installed at the Jefferson Street location. The existing hatch is lower than the levee and could allow river water into the North Side Interceptor Sewer during flood events.

Bids were received and opened by the City of Ottumwa on October 30, 2019 at 2:00 p.m. The low bidder is Minturn, Inc. of Brooklyn Iowa, in the amount of \$35,500. Plans were either sent or downloaded by five contractors. Bids were submitted by three. All three bids were between \$36,500 and \$35,500.

Bid Amount: \$35,500.00

Engineer's Opinion of Cost: \$34,000.00

Bid Tab and Plan Holders Lists are attached.

RESOLUTION #252-2019

A RESOLUTION AWARDING THE CONTRACT FOR THE  
WPCF – GATEWELL CONVERSION PROJECT

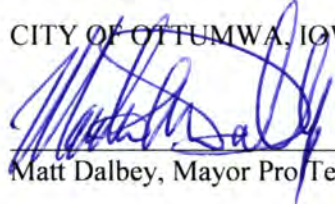
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Minturn Inc. of Brooklyn, Iowa in the amount of \$35,500.

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of November, 2019.

CITY OF OTTUMWA, IOWA



---

Matt Dalbey, Mayor Pro Tem

ATTEST:



---

Christina Reinhard, City Clerk



GATEWELL CONVERSION PROJECT												
10/30/2019												
ITEM	DESCRIPTION	UNIT	QTY	CONSTRUCTION ESTIMATE UNIT PRICE	EXTENSION	Minturn Inc UNIT PRICE	EXTENSION	DC Concrete UNIT PRICE	EXTENSION	Iowa Bridge and Culvert UNIT PRICE	EXTENSION	
1	Removal of Gate from Interceptor Gatewell	EA	4	\$ 5,000.00	\$20,000.00	\$ 4,000.00	\$16,000.00	\$5,550.00	\$22,200.00	\$ 3,500.00	\$14,000.00	
2	Conversion of Gatewell to Manhole.	EA	2	\$ 6,000.00	\$12,000.00	\$ 9,000.00	\$18,000.00	\$5,550.00	\$11,100.00	\$ 9,500.00	\$19,000.00	
3	Intall Access Door	EA	1	\$ 2,000.00	\$2,000.00	\$ 1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$ 3,500.00	\$3,500.00	
<b>TOTAL</b>					<b>\$34,000.00</b>		<b>\$35,500.00</b>		<b>\$36,300.00</b>		<b>\$36,500.00</b>	
<p>I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON Oct. 30, 2019</p> <p>BY: <i>[Signature]</i></p>												



FILED

CITY OF OTTUMWA

2019 OCT 31 PM 2: 26 Staff Summary

CITY CLERK  
OTTUMWA, IA

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

Council Meeting of: November 5, 2019

Ron Jacobsen


Prepared By

Public Works

Department

Larry Seals *LS*

Department Head



City Administrator Approval

AGENDA TITLE: Resolution #253-2019. Approve the rebuild of one of four Elm Street Lift Station Pumps.

\*\*\*\*\*

\*\*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 #253-2019. Approve the repair of a Flygt Model 3306-665 pump from Electric Pump in Des Moines, IA for the quoted price of \$42,837.45

DISCUSSION: This pump is located at the Elm Street Pump Station which is a major pump station used to pump wastewater to the WPCF. Elm Street lift station handles combined sewer flows and pumps 85% of cities' wastewater flows.

Our discharge permit requires us to pump up to 12.5 MGD during peak flow which requires three operational pumps. As part of our standard operational procedure we maintain one spare pump. Once repaired, this pump will become our spare.

The Flygt Model 3306 was originally purchased in 1999 and soon to be in service 21 years and pumps the majority of the wastewater which has quantities of grit in the flow stream as well which wears the components of a pump out in time. Repair of this pump takes up to 10 weeks to repair at a cost of \$42,837 compared to the price of a new one at \$69,000. There would be a 90 day warranty on this rebuild and 1 year on parts.

WPCF budgeted \$60,000 in account 610-8-815-6399 for pump repairs and there is \$60,000 left in this line item and the repairs would come out of that account.

Source of Funds: Sewer Fund

Budgeted Item: No

Budget Amendment Needed: NO



RESOLUTION #253-2019

A RESOLUTION APPROVING THE REBUILD OF ONE OF FOUR  
ELM STREET LIFT STATION PUMPS

WHEREAS, This pump is located at the Elm Street Pump Station which is a major pump station used to pump wastewater to the WPCF; and

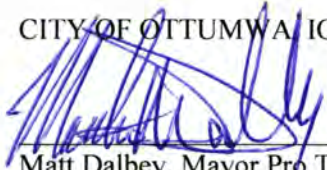
WHEREAS, The Flygt Model 3306 was originally purchased in 1999 and soon to be in service 21 years; and

WHEREAS, Repair of this pump takes up to 10 weeks to repair at a cost of \$42,837 compared to the price of a new one at \$69,000. There would be a 90 day warranty on this rebuild and 1 year on parts.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The rebuilt of the Elm Street Lift Station Pump for the amount of \$42,837.45 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 5<sup>th</sup> day of November 2019.

CITY OF OTTUMWA, IOWA



\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

ATTEST:



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





# QUOTATION

4280 E. 14th Street  
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079  
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0134035  
QUOTE DATE: 9/5/2019  
EXPIRE DATE: 10/5/2019

SALESPERSON: CHAD SPARKS  
CUSTOMER NO: 6830641  
QUOTED BY: djh  
FLYGT 3306.665 SN 99.

QUOTED TO:  
OTTUMWA WATER POLLCONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

JOB LOCATION:  
OTTUMWA WATER POLLCONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

CONFIRM TO:

**\*\*\* QUOTE ORDER - DO NOT PAY \*\*\***

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
	OURTRK	ORIGIN	Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
			FLYGT 3306-665, SN 9941052			
			NO IMPELLER			
			LOWER BEARING FAILURE, WASHED OUT AFTER PROLONGED SEAL FAILURE			
0000005047809	EACH	1.00	0.00	0.00	136.00	136.00
			CABLE UNIT			
0000000835759	EACH	1.00	0.00	0.00	527.00	527.00
			BEARING,ROLLER CYL SINGL ROW170X95X32,30X30MM, NU219ECP16			
0000000839736	EACH	3.00	0.00	0.00	54.00	162.00
			SWITCH,THERMAL 140C			
0000005188902	EACH	1.00	0.00	0.00	234.00	234.00
			DETECTOR,LEAKAGE UNIT FLS			
0000006485500	EACH	1.00	0.00	0.00	259.00	259.00
			DETECTOR UNIT PT-100			
0000006137300	EACH	2.00	0.00	0.00	123.00	246.00
			LEAD-THROUGH UNIT			
0000000807898	EACH	1.00	0.00	0.00	60.00	60.00
			KEY,PARALLEL 20X12X63MM SS			
0000000823796	EACH	1.00	0.00	0.00	7.50	7.50
			WASHER,SS 8.4MM ID 26MM OD			
0000006811300	EACH	1.00	0.00	0.00	141.00	141.00
			LEAD THROUGH UNIT, EL; REPLACED PART #6134700			
0000006179902	EACH	1.00	0.00	0.00	3,808.00	3,808.00
			SEAL,MECHANICAL WCCR/WCCR			
0000000833616	EACH	1.00	0.00	0.00	1,062.00	1,062.00
			BEARING,BALL ANG CONT SINGL ROW200X95X45MM, 7319BEM			
0000006106100	EACH	1.00	0.00	0.00	5,835.00	5,835.00
			HOUSING,BEARING CI			
0000006108600	EACH	1.00	0.00	0.00	779.00	779.00

\*\*\* Continued \*\*\*



# QUOTATION

4280 E 14th Street  
Des Moines IA 50313-2604 USA  
Telephone: (515) 265-2222 / FAX (515) 265-8079  
Toll Free 1-800-383-PUMP

QUOTE NUMBER: 0134035  
QUOTE DATE: 9/5/2019  
EXPIRE DATE: 10/5/2019

www.electricpump.com

SALESPERSON: CHAD SPARKS  
CUSTOMER NO: 6830641  
QUOTED BY: djh  
FLYGT 3306.665 SN 99.

QUOTED TO:  
OTTUMWA WATER POLLCONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

JOB LOCATION:  
OTTUMWA WATER POLLCONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

CONFIRM TO:

**\*\*\* QUOTE ORDER - DO NOT PAY \*\*\***

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
	OURTRK	ORIGIN	Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
		COVER, BEARING CI				
0000006834604	EACH	1.00	0.00	0.00	11,154.00	11,154.00
		ROTOR UNIT				
*6109901X	EACH	1.00	0.00	0.00	5,270.00	5,270.00
		RECONDITIONED STATOR				
0000000824633	EACH	1.00	0.00	0.00	298.00	298.00
		BEARING, ROLLER CYL SNGL				
0000006643300	EACH	1.00	0.00	0.00	536.00	536.00
		ROW140X65X33MM, 24X24MM, NU313EC				
0000000830594	EACH	1.00	0.00	0.00	267.00	267.00
		BEARING, ROLLER UNIT SNGL ROWCYL170X95X32 NJ219EC/P6				
0000000845912	EACH	1.00	0.00	0.00	305.00	305.00
		KIT, O-RING NBR 6X5 C				
0000005626100	EACH	1.00	0.00	0.00	203.00	203.00
		ASSEMBLY, LOCKING 55X85				
0000003148810	EACH	1.00	0.00	0.00	1,082.00	1,082.00
		WASHER, SUPPORTING POLY				
0000006151323	EACH	1.00	0.00	0.00	7,785.00	7,785.00
		RING, WEAR STATIONARY BRASS				
0000000832133	EACH	1.00	0.00	0.00	138.00	138.00
		IMPELLER, C 355MM CI 3306				
/MISC	EACH	1.00	0.00	0.00	402.95	402.95
		KIT, O-RING 3231/3306/3356				
/ENVI	EACH	1.00	0.00	0.00	60.00	60.00
		MISC SHOP SUPPLIES				
/PSMD	HOUR	16.00	0.00	0.00	130.00	2,080.00
		OIL AND ENVIRONMENTAL CHARGE				
		PUMP LABOR SEWAGE/SUBMERSIBLE				

ESTIMATED LEAD TIME ON PARTS IS 6-8 WEEKS ARO  
THE PRICING ON THIS QUOTE DOES NOT INCLUDE  
FREIGHT.

\*\*\* Continued \*\*\*



# QUOTATION

4280 E 14th Street  
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079  
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0134035  
QUOTE DATE: 9/5/2019  
EXPIRE DATE: 10/5/2019

SALESPERSON: CHAD SPARKS  
CUSTOMER NO: 6830641  
QUOTED BY: djh  
FLYGT 3306.665 SN 99

QUOTED TO:  
OTTUMWA WATER POLLCONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

JOB LOCATION:  
OTTUMWA WATER POLLCONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

CONFIRM TO:

**\*\*\* QUOTE ORDER - DO NOT PAY\*\*\***

CUSTOMER P.O.	SHIP VIA OURTRK	F.O.B. ORIGIN	TERMS Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT

THANK YOU, DONNA HAMMEN  
donnah@electricpump.com

All return goods must have written approval from Electric Pump, Inc. before returning. Credit will not be issued without written approval and if applicable there will be a Restock Fee.

Net Order:	42,837.45
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total</b>	<b>42,837.45</b>

ABOVE PRICING EFFECTIVE FOR 30 DAYS



# QUOTATION

4280 E 14th Street  
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079  
Toll Free 1-800-383-PUMP

www.electrump.com

QUOTE NUMBER: 0134610  
QUOTE DATE: 10/21/2019  
EXPIRE DATE: 11/21/2019

SALESPERSON: CHAD SPARKS  
CUSTOMER NO: 6830641  
QUOTED BY: JRF  
JOYCE

QUOTED TO:  
OTTUMWA WATER POLLCONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

JOB LOCATION:  
OTTUMWA WATER POLLCONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

CONFIRM TO:  
JAY

**\*\*\* QUOTE ORDER - DO NOT PAY\*\*\***

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
JAY	BESTWAY	ORIGIN	Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION FOR  
REPLACEMENT FLYGT 3306.665-9941052 WITH NEW UNIT:

*3306.665	EACH	1.00	0.00	0.00	69,071.00	69,071.00
-----------	------	------	------	------	-----------	-----------

FLYGT CT3306.665 631 355 IMP  
140/480/3 60' POWER AND PILOT CABLE  
ESTIMATED LEAD TIME IS 16 WEEKS ARO.  
THE PRICING ON THIS QUOTE DOES NOT INCLUDE FREIGHT,  
INSTALLATION OR START UP  
Electric Pump is committed to supplying you, our  
customer, the highest quality products & service.  
joycef@electricpump.com  
THANK YOU, JOYCE FROHWEIN

All return goods must have written approval from Electric Pump, Inc.  
before returning. Credit will not be issued without written approval and  
if applicable there will be a Restock Fee.

Net Order:	69,071.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total</b>	<b>69,071.00</b>

ABOVE PRICING EFFECTIVE FOR 30 DAYS

Item No. I.-1.

CITY OF OTTUMWA **FILED**

STAFF SUMMARY 2019 OCT 29 AM 10:47

Council Meeting of: November 5, 2019

CITY OF OTTUMWA

ITEM NO. \_\_\_\_\_  
Joni Keith  
Prepared By *Joni L Keith*

\_\_\_\_\_ Park  
Department

Gene Rathje *Gene Rathje*  
Department Head

*Tom X. Lazio*  
\_\_\_\_\_  
Tom X. Lazio, Acting City Administrator

AGENDA TITLE: Ordinance No. 3169-2019 Amending Chapter 26, entitled Parks and Recreation, by inserting a new section 26-28 to the Municipal Code of the City of Ottumwa, Iowa.

\*\*\*\*\*

PURPOSE: The ordinance amends Chapter 26 by adding new section 26-28 regarding the use of bows and arrows on public park ground.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3169-2019.  
Waive second and third considerations and pass and adopt Ordinance No. 3169-2019.

DISCUSSION: Citizens would like the ability to practice archery in the City's public parks. There is currently no area that has been designated for this use and, in fact, bow and arrow target shooting is prohibited on public park ground. The Parks Advisory Board has reviewed the situation and would like to create a public archery area possibly in the Blackhawk Boat Ramp area, although the final location has not been determined as yet. Once this ordinance is approved, the Parks Department will seek grant money to build a certified archery range for citizens to utilize.

**ORDINANCE NO. 3169-2019**

**AN ORDINANCE AMENDING CHAPTER 26, PARKS AND RECREATION, OF THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY INSERTING NEW SECTION 26-28.**

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

SECTION ONE: The Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) is hereby amended by inserting new Section 26-28 pertaining to the use of bows and arrows on Public Park ground, as follows:

Section 26-28. – Regulations for Use of Bows and Arrows on public park ground.

No person shall shoot a bow and arrow within the city limits on public park area except as follows: (1) Any person, who is properly licensed and qualified, may shoot a bow and arrow on a designated certified public range located on council approved park ground. (2) Any participant may shoot a bow and arrow in a tournament at a public range located on approved park ground which either has been approved by the city administrator or designee at least one week prior to the time of the tournament and for which tournament rules have been submitted to the city administrator or designee. (3) A properly State licensed qualified person may shoot a bow and arrow as provided in section 25.83(b) subject to hunting regulations approved by the Chief of Police.

To "shoot a bow and arrow" means to place the nock of the arrow in the string of a bow or of any other object and to release the arrow in such fashion that when the string is pulled and released, the arrow thrusts forward.

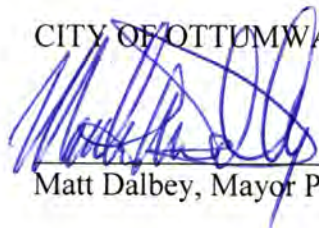
SECTION TWO: All ordinances or parts of ordinances or provisions in the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) in conflict herewith are hereby repealed.

Passed on its first consideration on the 5 day of November, 2019.

Passed on its second consideration on the \_\_\_ day of Waived, 2019.

Final passage and adoption on the 5 day of November, 2019.

CITY OF OTTUMWA, IOWA



\_\_\_\_\_  
Matt Dalbey, Mayor Pro Tem

\_\_\_ No action taken by Mayor.

\_\_\_ Vetoed this \_\_\_ day of \_\_\_\_\_, 2019.

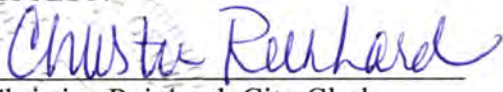
\_\_\_\_\_  
Matt Dalby, Mayor Pro Tem

\_\_\_ Repassed and adopted over the veto this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_ Veto affirmed this \_\_\_ day of \_\_\_\_\_, 2019 by failure of vote taken to repass.

\_\_\_ Veto affirmed, no timely vote taken to repass over veto.

ATTEST:



Christina Reinhard

Christina Reinhard, City Clerk

