

TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 4  
Council Chambers, City Hall

January 21, 2020  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Stevens, Meyers, Berg, Roe and Mayor Pro Tem Dalbey.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 1 on January 7, 2020 and Special Meeting No. 2 on January 9, 2020 as presented.
  2. Acknowledge December financial statement and payment of bills as submitted by the Finance Department.
  3. Purchase of a Traffic Signal Conflict Monitor Tester for the Electrical Department, total net cost \$10,980.
  4. Purchase six (6) galvanized light poles in the amount of \$16,464 to replace the City's metal street light poles that are dated and rusting out at the bases.
  5. Resolution No. 13-2020, setting February 4, 2020 as the date of a public hearing for the consideration of the Maximum Property Tax Dollars for the City's proposed FY21 Budget.
  6. Beer and/or liquor applications for: El Rancho Grande, 232 E. Main St.; Iowa Liquor & Tobacco, 1021 E. Main St.; Hy-Vee Food Store #1, 1025 N. Quincy Ave.; Fareway Stores, Inc. #648, 1325 Albia Rd.; Dollar General Store #7179, 721 N. Quincy Ave; Dollar General Store #2898, 921 E. Main St.; Recovery Room, 1805 W. Second St.; The Keg, 622 Church St., with outdoor service area; all applications pending final inspections.
- C. APPROVAL OF AGENDA
- D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:
1. Life Saving Award – Jeff Box
  2. Fred Zesiger – Quarterly report Main Street Ottumwa
  3. Healthy Neighbors Program – Update provided by Zach Simonson
  4. Special Work Session January 28, 2020 to discuss CSO Ph. 8, Div. 1 Project and Funding

***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. FY 2021 Tier 1 Energy Efficiency Projects – Update on Facilities Maintenance Report.

RECOMMENDATION: Receive presentation.

2. Bid report and contract award for the Beach Renovations Phase 4, RFP 6X Drainage Improvements and authorize the Mayor Pro Tem to sign the contract.

RECOMMENDATION: Award the contract to D.C. Concrete & Construction, LLC in the amount of \$22,455 and authorize the Mayor Pro Tem to sign the contract.

3. Discussion and presentation of ownership of sewer laterals. (as previously questioned at 1422 North Elm Street).

RECOMMENDATION: Maintain current policy for ownership and financial responsibility for repair of sewer laterals to City owned and maintained sewers.

4. Petition filed with the City Clerk by Tom L. Johnson, requesting the removal of a German Shepherd dog located at 1443 S. Ferry Street.

RECOMMENDATION: Deny Petition No. 5064-2019, as submitted.

5. Update the Southeast Iowa Response Group (SIRG) 28-E Agreement.

RECOMMENDATION: Approve the addition of two counties (Appanoose and Lucas) to our Regional Haz Mat response team.

#### G. PUBLIC HEARING:

#### H. RESOLUTIONS:

1. Resolution No. 8-2020, approving Change Order No. 1, and accepting the work as final and complete and approving the final pay request for the 2019 Sanitary Utility Access Program.

RECOMMENDATION: Pass and adopt Resolution No. 8-2020.

2. Resolution No. 15-2020, authorizing the Mayor Pro Tem to execute a Pipeline License Contract between BNSF Railway Company and the City of Ottumwa for Preliminary work on CSO, Phase 8, Blake's Branch, Division 1 Project.

RECOMMENDATION: Pass and adopt Resolution No. 15-2020.

3. Resolution No. 17-2020, removing a special assessment applied to a vacant lot on North McPherson, on Resolution No. 5-2008 and rescinding Resolution No. 2-2020.

RECOMMENDATION: Pass and adopt Resolution No. 17-2020.

4. Resolution No. 18-2020, approving applications for residential and commercial tax abatement under the Urban Revitalization Plan, subject to review with local assessor.

RECOMMENDATION: Pass and adopt Resolution No. 18-2020.

5. Resolution No. 19-2020, continue operations at Ottumwa Transit Authority with a fixed route system in the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 19-2020.

#### I. ORDINANCES:

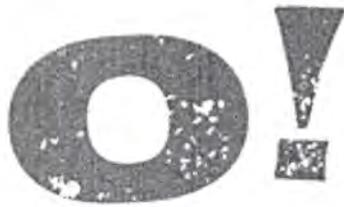
## J. PUBLIC FORUM:

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

## K. PETITIONS AND COMMUNICATIONS

### ADJOURN

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



[ CITY OF ]

OTTUMWA

**FAX COVER SHEET**

City of Ottumwa

DATE: 1/17/2020 TIME: 11:30 AM NO. OF PAGES 4  
(Including Cover Sheet)

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

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

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #4 to be held on 1/21/2020

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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JOB NO. 1207  
DEPT. ID 4717  
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Ottumwa Courier  
KTVO  
Tom FM



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\*\*\* TX REPORT \*\*\*  
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OTTUMWA CITY COUNCIL MINUTES **Item No. B.-1.**

REGULAR MEETING NO. 1  
Council Chambers, City Hall

January 7, 2020  
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Stevens moved, seconded by Berg to approve the following consent agenda: Mins. from Reg. Mtg. No. 35 on Dec. 17, 2019 as presented; Approve the Proclamation for Jan. 26 through Feb. 1, 2020 as School Choice Week; Acknowledge Nov. financial stmt. and pymt. of bills as submitted by the Finance Dept.; Approve re-appointment of Tom Maher to the Inspection Brd. of Review, term to expire 1/18/2025; Approve the appointment of John Hanks to the position of Wastewater Plant Operator at WPCF effective Dec. 30, 2019; Approve the appointment of Haley Rose to the full-time position of Communication Specialist for the Ottumwa Police Dept. effective Jan. 8, 2020; Approve the appointment of Michael Ortega to the full-time position of Communication Specialist for the Ottumwa Police Dept. effective Jan. 9, 2020; Approve the appointment of Troy Fadiga to the position of Wastewater Plant Operator at WPCF effective on or about Jan. 27, 2020; Approve the pymt. to Computer Information Systems, Inc. for \$19,831 for a One Yr. License Renewal and Maint. Agt. for the Police Dept.'s in-house computer software; Authorize City Staff to work with Piper Jaffray on consulting for CSO Div. 2 and 3 projects and refinancing of existing debt by executing Engagement Ltr.; Approve the emergency re-tubing of one digester heat exchanger for WPCF in the amount of \$8,478; Res. No. 6-2020, setting Feb. 4, 2020 as the date of a public hearing on the disposition of City owned property located at 102 N. Ransom; Beer and/or liquor applications for: Tequila Grill, 112 N. Market; La Guadalupana, 301 Church St.; all applications pending final inspections. All ayes.

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

AJ Gevock discussed Lemonade Days, an educational program for 3<sup>rd</sup> and 4<sup>th</sup> grade students in Ottumwa. This will be the first event of this kind in Iowa. Goal is to have 30 stands, with two students at each throughout the city. Students will learn how to set goals, create and work within a budget and select investors for their business. Registration opens tomorrow on their website [lemonade.org/ottumwa](http://lemonade.org/ottumwa). Lemonade Day will be May 16, 2020.

Teresa Keck, 1422 N. Elm, presented a timeline of events that occurred regarding a void found under the street at 1422 N. Elm St; specifically the grout/concrete that held the sewer lateral to the City sewer main had failed and she received notice from the City Engineering Dept. that it was her responsibility to fix. Ms. Keck would appreciate a better explanation as to why this repair is her responsibility, and if it really was an urgent repair. Interim City Admin. Lazio stated this will be looked into by the PW Dir. and a recommendation will be made at the next council mtg.

Interim City Admin. Lazio explained the City Admin. selection process will begin with candidates coming to Ottumwa on Friday, Jan. 24, 2020 for a tour. Candidates will stay overnight and meet with groups comprised of City Dept. Heads, public individuals and City Council members throughout the morning. Council will enter closed session to deliberate Saturday afternoon and hopefully offer the position to one of the candidates. This process will be very open and welcomed by public input.

Reminder of Res. No. 204-2015, that was passed and adopted on Sept. 15, 2015 to establish regular mtgs. of the City Council, the rules of order and mtg. procedures. Any changes recommended?

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

Meyers moved, seconded by Berg to approve the Agt. and Consent to Lien for water service costs for 316 E. Main in connection with the Ottumwa Main Street Project (Downtown Streetscape) and authorize the Mayor to sign. All ayes.

Berg moved, seconded by Meyers to approve the appointment of Mayor and City Planning Dir. to the Rippling Waters Brd. of Dir., effective Jan. 2020. Rippling Waters will operate as a separate organization from Legacy. Both Mayor and Planning Dir. will be ex officio members of the BOD for this new organization, with voting rights granted to the Planning Dir. All ayes.

Meyers moved, seconded by Stevens to reject all bids received for the City Wide Fire Extinguisher Services Project. After additional internal discussion and consideration of budget constraints, it was recommended by the dept. to reject all of the bids received and the Ottumwa Fire Dept. would inspect and manage the fire protection certification needs of the City. All ayes.

City Engineer Dohlman presented Facilities Maint. Rpt. which breaks down repairs recommended based on the urgency of the repair for all depts. within the City. Total tier 1 (most urgent) repairs \$740,250 which is a great place to start. We are faced with a really tight budget so this will play into our long term repair plan and hope to address some of these in the next 3-5 years.

This was the time, place and date set for a public hearing on the sale of City owned property located at 811 E. Mary in the City of Ottumwa, Wapello County, IA. Dir. of Hlth. Insp. & Planning Flanagan reported the Fishers would like to purchase this vacant lot next to their rental property to use as extra yard space. No objections were received. Berg moved, seconded by Meyers to close the public hearing. All ayes.

Meyers moved, seconded by Berg that Res. No. 1-2020, accepting the offer and approving the sale of Lot 12 Block 15 in Clinton Place an Addition to the City of Ottumwa, Wapello County, IA also known as 811 E. Mary to Gary and Kamala Fisher for the sum of \$250, be passed and adopted. All ayes.

Berg moved, seconded by Meyers that Res. No. 2-2020, removing a special assessment applied to a vacant lot on N. McPherson, Parcel No. 007413500016000 on Res. No. 284-2018, be passed and adopted. Dir. of Hlth. Insp. & Planning Flanagan reported this vacant lot was mowed by the City in 2018 and a special weed assessment in the amount of \$560 was assessed to the property. Real estate taxes on this lot have not been paid in years so the special assessment has not been collected. A neighbor to the lot approached Wapello County interested in purchasing the lot if the assessment was removed. All ayes.

Meyers moved, seconded by Berg that Res. No. 3-2020, approving Change Order No. 1, in the amount of \$870 for the Memorial Park Water Service Project, be passed and adopted. Park & Rec. Dir. Rathje reported K.M. King required an additional 15 linear feet of 1 inch copper water line, one additional curb valve box and one additional service connection when repairing water service to Memorial Park. Total project costs \$10,170. All ayes.

Berg moved, seconded by Stevens that Res. No. 4-2020, amending the Agt. with Ottumwa Economic Development Corporation (OEDC) now known as the Greater Ottumwa Partners in Progress (GOPIP) for the period of Dec. 18, 2019 to June 30, 2020 and authorize the Mayor Pro Tem to sign on behalf of the City of Ottumwa, be passed and adopted. This Agt. will now be between the City and GOPIP, with total budgeted funding set at \$20,000 paid in four quarterly installments of \$5,000. All ayes.

Meyers moved, seconded by Berg that Res. No. 5-2020, fixing an amount for abating a nuisance against properties in the City of Ottumwa, IA for a total of \$2,738.46, be passed and adopted. Dir. of Hlth. Insp. & Planning Flanagan reported a total of 5 properties were included. All ayes.

Berg moved, seconded by Meyers that Res. No. 9-2020, approving Change Order No.'s 2 and 3 for the Main Street (Downtown Streetscape) Reconstruction Project, be passed and adopted. PW Dir. Seals reported these change orders increase the contract amount by \$12,127.22; making the new contract sum \$5,138,680.88. All ayes.

Meyers moved, seconded by Berg that Res. No. 10-2020, approving Change Order No. 1 for the Beach Reno. Ph. 4, Slide Structure Repainting Project, be passed and adopted. Park & Rec. Dir. Rathje reported change order no. 1 increases the contract by \$3,687.75; making the new contract sum \$113,687.75. All ayes.

Berg moved, seconded by Meyers that Res. No. 11-2020, approving Change Order No. 1 and accepting the project as final and complete and approving the final pay request in the amount of \$7,960 for the Beach Ph. 4, RFP 1X Kitchen Floor Resurface Project, be passed and adopted. Park & Rec Dir. Rathje reported change order no. 1 increases the contract by \$1,250; making the new contract sum \$7,960. 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 reminded everyone about the Legislative Roundtable that will be held at Bridge View Center Thursday, Jan. 9, 2020, starting at 5:30 P.M.

There being no further business, Mayor Pro Tem Dalbey stated that the meeting recess and reconvene in Room 108 for closed session proceedings. The meeting recessed at 6:19 P.M.

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REGULAR MEETING NO. 1  
Room 108, City Hall

January 7, 2020  
6:30 O'Clock P.M.

The meeting reconvened at 6:27 P.M.

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

Berg moved, seconded by Dalbey to enter closed session in accordance with the Iowa Code Section 21.5(1) (i). ("To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.") for the purpose of discussing possible applicants for the City Admin. position. All ayes.

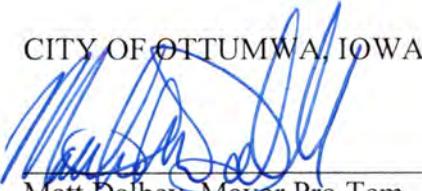
The meeting entered closed session at 6:28 P.M.

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Stevens moved, seconded by Meyers to return to open session for adjournment at 7:05 P.M. All ayes.

Berg moved, seconded by Meyers that the meeting adjourn. All ayes. Adjournment was at 7:05 P.M.

CITY OF OTTUMWA, IOWA

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

ATTEST:



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

## OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 2  
Bridge View Event Center, 102 Church Street

January 9, 2020  
5:30 O'Clock P.M.

The meeting convened at 5:33 P.M.

Present were Council Member Meyers, Berg, Roe and Mayor Pro Tem Dalbey. Council Member Stevens was absent. Also present were Interim City Admin Lazio, Officer Williams, PW Dir. Seals, Fire Chief Miller, Police Chief McAndrew, Library Dir. Ferrell, Connie Hammersly-Wilson, Daniel Stalder with Iowa League of Cities, State Representatives Mary Gaskill, Ken Rozenboom and Mariannette Miller-Meeks, Aaron Kookier, Ctiy Admin. Fairfield, Connie Boyer – Mayor, Fairfield.

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

Mayor Pro Tem Dalbey turned the floor over to Interim City Admin. Lazio.

Intergovernmental Round Table Discussion – no legislative action transpired during this meeting.

Republican Ken Rozenboom represents District 40 in the Senate and serves on the following committees: Education, Appropriations, Agriculture, Natural Resources and Environment Chair, and State Government. I've been involved with continued water quality issues in Iowa and hope to see Iowa's Water & Land Legacy (IWLL) take shape this year during legislation session. This was originally passed in 2010 and will take 3/8 of a cent of further sales tax increase to help fund the program. Will need to have good faith efforts to come together, compromise and bipartisan buy-in if this program continues to move forward.

On Tuesday, January 14, 2020, we will hear the condition of the state message from Governor Kim Reynolds and will know more of the direction this legislative session will go.

Democrat Mary Gaskill is the Iowa State Representative for the 81st District. She has served in the Iowa House of Representatives since 2003. She serves on the following boards/committees: Ways and Means, Ethics, Economic Growth, and Local Government.

Republican Mariannette Miller-Meeks represents District 41 in the Senate and serves on the following committees: Appropriations, Commerce, Ethics, State Government and Vice Chair of Veterans Affairs. Hope to see more movement for mental health and children's mental health during this legislation session. We have the infrastructure system in place and need to source funding. Want to figure out how to make this system sustainable and viable for Iowa. Tax reform will be a big issue in trying to fund this in a way that is fair to all counties (big and small).

It was nice to see the increased funding for the schools/education as transportation was made a stand alone item within the budget. Previously, transportation was included in the entire school's budget which considerably compromised the amount of funding received for educational purposes. Some schools had to use a larger percentage of their funding for transportation due to large rural populations.

Discussion about the passed bill for 5G cell phone coverage across Iowa. Concerned about the security and privacy of all individuals utilizing services, as more of the younger generations grow up with more access to sophisticated internet options. We are currently allowing things to move forward without thinking through all of the ethical ramifications that can occur after.

Property taxes are a City's lifeblood and the only true economic driver we have to work with. Would like

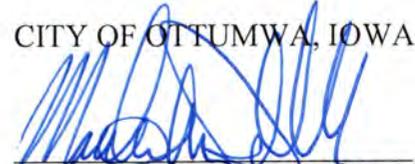
to see more opportunities through TIF districts.

Geographically, sometimes things don't make sense.

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

Adjournment was at 6:41 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.	204670	12/13/2019	42.95	BLDG MAINT & REPAIR
00320	ACCO	204671	12/13/2019	5,822.90	EQUIP REPAIR
00681	AFIAC	204589	12/06/2019	3,268.38	AFLAC DEDUCTION PAYABLE
00688	AFSCME/IA COUNCIL 61	204861	12/27/2019	196.35	LIBRARY UNION DUES PAYABL
00800	AHLERS & COONEY P.C.	204590	12/06/2019	2,339.50	LEGAL FEES
00855	AIRGAS USA LLC	204673	12/13/2019	2,184.21	SUSTENANCE SUPPLIES
01296A	ALIG PLUMBING	204674	12/13/2019	155.00	BLDG MAINT & REPAIR
01700	ALLIANT ENERGY/IPL	204591	12/06/2019	87,473.13	ELECTRIC
02049	JOSH ALTON	204676	12/13/2019	1,200.00	MISCELLANEOUS
02080	ALTORFER INC.	204592	12/06/2019	9,050.95	VHCL MTCE SUPPLIES
03641	AMERICAN TRAFFIC SAFETY	204785	12/20/2019	206.28	STREET MAINT SUPPLIES
04440	ANDERSON LARKIN CO PC	204678	12/13/2019	19,000.00	ACCOUNTING & AUDITING
04962	APPARATUS TESTING SERVICE	204679	12/13/2019	1,211.64	SUSTENANCE SUPPLIES
05116	ARAMARK	204786	12/20/2019	309.38	JANITORIAL
05117	ARAMARK	204787	12/20/2019	89.87	SUSTENANCE SUPPLIES
05124	ARCHANGEL SERVICES, LLC	204593	12/06/2019	3,100.00	MISC CONTRACT WORK
05450A	ARNOLD MOTOR SUPPLY, LLP	204594	12/06/2019	72.98	VHCL MTCE SUPPLIES
05700	ATOMIC TERMITE & PEST	204595	12/06/2019	250.00	OPERATING SUPPLIES
05849	AUTO JET MUFFLER CORP	204682	12/13/2019	580.59	OPERATING SUPPLIES
05860	AUTOZONE INC	204596	12/06/2019	251.97	VHCL MTCE SUPPLIES
05892	AXON ENTERPRISE, INC.1	204597	12/06/2019	10,912.50	OTHER CAPITAL EQUIPMENT
06006	BP	204863	12/27/2019	93.63	VHCL-FUEL
06481	BAILEY OFFICE OUTFITTERS	204683	12/13/2019	628.88	OFFICE SUPPLIES
06993	ALICIA BANKSON	204684	12/13/2019	15.76	OFFICE SUPPLIES
07005	BARCO PRODUCTS COMPANY	204864	12/27/2019	931.71	OPERATING SUPPLIES
07016	BARKER LEMAR ENGINEERING	204789	12/20/2019	32,482.34	ENGINEERING
09360	BLACK'S TIRE COMPANY LLC	204598	12/06/2019	815.72	VHCL MTCE SUPPLIES
09515	BLOOMFIELD COMMUNICATIONS	204685	12/13/2019	44.62	TELEPHONE/IT
09522	WELLMARK BC & BS OF IOWA	204790	12/20/2019	22,707.20	MEDICARE PREMIUMS
09528	BLUETARP FINANCIAL, INC.	204599	12/06/2019	80.48	OPERATING SUPPLIES
11496	BRIDGE CITY SANITATION LL	204791	12/20/2019	138,672.03	REFUSE HAULING
11506	BRIDGE VIEW CENTER	204866	12/27/2019	67.26	TRAINING
12066	BROWNELLS, INC.	204600	12/06/2019	614.75	EQUIP REPAIR
12500	BUB'S TREE CARE	204687	12/13/2019	8,600.00	TREE TRIMMING
13592	CDNE, INC.	204793	12/20/2019	375.00	PROGRAM SUPPLIES
13609	CIT	204794	12/20/2019	281.95	PHOTOCOPIES
13646	CALHOUN-BURNS & ASSOC INC	204688	12/13/2019	979.60	ENGINEERING
14315	CAPITAL CITY BOILER &	204602	12/06/2019	1,715.97	OPERATING SUPPLIES
15760	CARROLL CONSTRUCTION SUPP	204690	12/13/2019	406.08	TOOLS & SMALL EQUIP
16265	CENTER POINT LARGE PRINT	204795	12/20/2019	85.08	LIBRARY MAT.-JAMES ESTATE
16300	CENTRAL IOWA FASTENERS	204796	12/20/2019	230.87	MISCELLANEOUS
16310A	CENTRAL SERVICE & SUPPLY,	204691	12/13/2019	140.50	OPERATING SUPPLIES
16312	CENTRAL SALT LLC	204868	12/27/2019	9,799.07	STREET MAINT SUPPLIES
16402	CENTURYLINK	204605	12/06/2019	4,179.32	TELEPHONE/IT
16403	CENTURYLINK	204694	12/13/2019	180.13	TELEPHONE/IT
16406	CENTURYLINK	204798	12/20/2019	1,274.28	MISCELLANEOUS
17520	CHRISTY CONSTRUCTION CO	204695	12/13/2019	13,298.10	MISCELLANEOUS
17620	CINTAS CORPORATION	204606	12/06/2019	52.28	SUSTENANCE SUPPLIES
17621	CINTAS	204799	12/20/2019	78.55	BLDG MAINT & REPAIR
17825	CITY OF OTTUMWA, CEMETERY	204607	12/06/2019	419.00	CASH INVESTED PASSBK SVNG
18379	CLEMONS INC OF OTTUMWA	204696	12/13/2019	397.01	VHCL MTCE SUPPLIES
18502	CLUB SENTRY SOFTWARE	204608	12/06/2019	32.95	TECHNOLOGY SERVICES
18740	COBAN TECHNOLOGIES, INC	204697	12/13/2019	9,792.40	TOOLS & SMALL EQUIP
18977	COLE-PARMER INSTRUMENT CO	204870	12/27/2019	82.54	LAB SUPPLIES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
18980	COLLECTION SERVICES	204698	12/13/2019	4,045.28	CHILD SUPPORT PAYABLE
20329	RICHARD OR KRIS CONLEY	204609	12/06/2019	400.00	JANITORIAL
20332	CONFLUENCE, INC	204800	12/20/2019	14,227.93	CONTRACTUAL SERVICES
21818	CREATIVE FORMS & CONCEPTS	204699	12/13/2019	482.44	OFFICE SUPPLIES
21825	CREDIT UNION	204872	12/27/2019	40,043.58	CREDIT UNION PAYABLE
21842	CRESCENT ELECTRIC SUP CO	204610	12/06/2019	1,235.21	VHCL MTCE SUPPLIES
22469	DJ CLEANING COMPANY	204611	12/06/2019	1,900.00	JANITORIAL
22479	D P PLUMBING PLUS	204701	12/13/2019	5,250.00	CONTRACTUAL SERVICES
22608	DANI'S AUTO SUPPLY LLC	204614	12/06/2019	3,154.21	MISCELLANEOUS
23032	JO ANNE DAVIS	204615	12/06/2019	49.58	OPERATING SUPPLIES
23962A	DELONG CONSTRUCTION, INC.	204801	12/20/2019	195,764.13	CELL DEVELOPMENT
24325	DEMCO, INC	204702	12/13/2019	458.90	OPERATING SUPPLIES
24330	DERANS TOWING SERVICE	204616	12/06/2019	175.00	STATE TOWING/STORAGE FEES
25018	DOMINO'S PIZZA	204874	12/27/2019	350.00	OPERATING SUPPLIES
25390	R. D. DRENKOW & CO INC	204875	12/27/2019	4,183.62	R.D. DRENKOW/FLEX PAY
25593	DXP ENTERPRISES, INC.	204802	12/20/2019	94.79	VHCL MTCE SUPPLIES
26580A	EBSO INFORMATION SERVICE	204803	12/20/2019	30.00	LIBRARY MAT.-JAMES ESTATE
26640	ECOSYSTEMS INC	204804	12/20/2019	9,333.00	SLUDGE HAULING
27010	ELECTRICAL ENGINEERING &	204617	12/06/2019	421.37	OPERATING SUPPLIES
27272	ELLIOTT BULK SERVICES LLC	204704	12/13/2019	9,921.90	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	204805	12/20/2019	63.95	VHCL-FUEL
28208A	EUROFINS TESTAMERICA	204618	12/06/2019	46.00	ENGINEERING
29300	FASTENAL COMPANY	204705	12/13/2019	320.37	VHCL MTCE SUPPLIES
30119	FIRESTONE COMPLETE AUTO C	204706	12/13/2019	507.52	VHCL MTCE SUPPLIES
30120	FIRE SERVICE TRAINING	204807	12/20/2019	100.00	TRAINING
30148	FIREMANS ASSC	204877	12/27/2019	1,801.20	FIRE UNION DUES PAYABLE
31459	GRP & ASSOCIATES	204808	12/20/2019	52.00	HAZARDOUS WASTE DISPOSAL
31682	GALLS LLC-DBA CARPENTER	204620	12/06/2019	658.20	SUSTENANCE SUPPLIES
31797	GARDEN & ASSOCIATES LTD	204708	12/13/2019	62,182.72	ENGINEERING
33390	GRAINGER	204809	12/20/2019	1,670.33	OPERATING SUPPLIES
33635	GREAT WESTERN SUPPLY CO	204621	12/06/2019	391.95	OPERATING SUPPLIES
34332	HDR ENGINEERING, INC.	204709	12/13/2019	450.57	ENGINEERING
34480	HACH COMPANY	204810	12/20/2019	158.06	LAB SUPPLIES
34900	HAMILTON PRODUCE COMPANY	204622	12/06/2019	510.42	STREET MAINT SUPPLIES
34966	HARDY DIAGNOSTICS	204811	12/20/2019	152.60	LAB SUPPLIES
36083	HAWKEYE TRUCK EQUIPMENT	204812	12/20/2019	1,325.00	VHCL MTCE SUPPLIES
36302	HEARTLAND HUMANE SOCIETY	204710	12/13/2019	409.00	OTHER PROF SERV
36358	HEARTLAND TACTICAL OFFICE	204880	12/27/2019	175.00	DUES & MEMBERSHIPS
37476	HILL PRODUCTIONS & MEDIA	204623	12/06/2019	74.00	ADVERT/LEGAL PUBL
37560	HINDMAN PERSON HEATING	204711	12/13/2019	325.00	BLDG MAINT & REPAIR
39438	HY-VEE ACCOUNTS RECEIVABL	204813	12/20/2019	23.43	TOOLS & SMALL EQUIP
40078	ICAP	204712	12/13/2019	10,946.86	PROPERTY INSURANCE
41035	IOWA STATE AUDITOR	204881	12/27/2019	850.00	ACCOUNTING & AUDITING
41480	ICMA RETIREMENT TRUST 457	204882	12/27/2019	3,967.52	ICMA DEF COMP PAYABLE
41505	IMWCA	204714	12/13/2019	5,509.08	POLICE W/C 411 CLAIMS
41525	I M W C A	204814	12/20/2019	11,805.00	WORKMENS COMPENSATION
41600	IDEAL READY MIX	204624	12/06/2019	2,056.40	STREET MAINT SUPPLIES
41920A	INDUSTRIAL CHEMICAL	204884	12/27/2019	69.00	BLDG MAINT & REPAIR
41925	INDUSTRIAL MEDICINE	204715	12/13/2019	778.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	204885	12/27/2019	3,584.49	CONTRACTUAL SERVICES
42160	INGRAM LIBRARY SERVICES	204816	12/20/2019	3,136.17	LIBRARY MAT.-JAMES ESTATE
42170	INLAND TRUCK PARTS & SERV	204817	12/20/2019	186.85	VHCL MTCE SUPPLIES
43265	INTERSTATE BATTERY	204627	12/06/2019	1,324.45	VHCL MTCE SUPPLIES
43290	IAMU	204628	12/06/2019	975.00	TRAINING

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
43460	IOWA COMM ASSURANCE POOL	204629	12/06/2019	3,818.78	INSURANCE CLAIMS
43499	IOWA DIVISION OF LABOR SE	204630	12/06/2019	40.00	PERMITS
43561	IOWA FIRE MARSHALLS ASSOC	204717	12/13/2019	50.00	DUES & MEMBERSHIPS
43880A	IA LAW ENFORCEMENT ACADEM	204718	12/13/2019	450.00	OTHER PROF SERV
44259	IOWA TIRE SALES COMPANY	204719	12/13/2019	3,678.00	VHCL MTCE SUPPLIES
44616	ISSAC CAMPBELL	204886	12/27/2019	70.00	BOOKS FILMS RECORDING/ART
44704	IWORQ SYSTEMS INC	204818	12/20/2019	10,000.00	TECHNOLOGY SERVICES
45044	JEO CONSULTING GROUP, INC	204819	12/20/2019	9,169.50	ENGINEERING
45057	J & J MOWING	204631	12/06/2019	479.14	CONTRACTUAL SERVICES
45221	J & S ELECTRONIC BUSINESS	204821	12/20/2019	354.12	TECHNOLOGY SERVICES
45974	JOHN DEERE FINANCIAL	204887	12/27/2019	190.92	TOOLS & SMALL EQUIP
46905	STEVE JONES	204822	12/20/2019	10.94	POSTAGE & SHIPPING
48798	KIECK'S CAREER APPAREL	204720	12/13/2019	65.00	OPERATING SUPPLIES
49041	ALLYSON KIRKING	204823	12/20/2019	17.44	TRAVEL & CONFERENCE
49042	KIRKHAM MICHAEL	204721	12/13/2019	51,861.62	INFRASTRUCTURE
49046A	MARY LOUISE KIRK	204632	12/06/2019	1,000.00	CONTRACTUAL SERVICES
49206	KLODT DOOR SERVICE LLC	204633	12/06/2019	832.25	GROUNDS MAINT & REPAIR
50457	LACAL EQUIPMENT INC.	204722	12/13/2019	716.60	VHCL MTCE SUPPLIES
51074	TOM X LAZIO	204634	12/06/2019	1,129.39	TRAVEL & CONFERENCE
51969	LIBERTY TIRE SERVICES LLC	204723	12/13/2019	3,809.19	TIRE DISPOSAL
52254	LISCO	204724	12/13/2019	270.00	TECHNOLOGY SERVICES
52260	JEREMY LIPE	204824	12/20/2019	120.00	SUSTENANCE SUPPLIES
52990	LOKTRONICS SECURITY CORP	204635	12/06/2019	104.80	OPERATING SUPPLIES
53691	MACQUEEN EQUIPMENT, INC.	204889	12/27/2019	88.16	VHCL MTCE SUPPLIES
54181	MAHER PLUMBING & HEATING	204725	12/13/2019	1,361.00	CAPITAL IMPROVEMENTS
54390	MANATT'S INC	204726	12/13/2019	1,111.35	STREET MAINT SUPPLIES
55191	MARTIN EQUIPMENT OF IA-IL	204636	12/06/2019	4,360.50	OTHER CAPITAL EQUIP
55306	MASTER'S TRANSPORTATION I	204727	12/13/2019	130,879.00	CAPITAL IMPROVEMENT
55311	MASSMUTUAL RETIREMENT SER	204891	12/27/2019	500.00	HARTFORD DEF COMP PAYABLE
56176	KRISTI MCDOWELL	204729	12/13/2019	109.39	TRAINING
56656	MCKEE CONSTRUCTION AND	204730	12/13/2019	35,950.00	CONTRACTUAL SERVICES
57195	MCMASTER-CARR	204826	12/20/2019	287.47	OPERATING SUPPLIES
57385	MENARDS	204733	12/13/2019	1,624.04	OPERATING SUPPLIES
57388	MENKE PROFESSIONAL AUTO P	204637	12/06/2019	293.09	VHCL MTCE SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	204892	12/27/2019	4,519.03	GROUP LIFE PREMIUMS
57932	MERIT CONSTRUCTION	204734	12/13/2019	63,563.59	CONTRACTUAL SERVICES
58450	MICKMAN BROS	204827	12/20/2019	5,239.50	MERCHANDISE - RESALE
58500	MIDAMERICAN ENERGY CO	204639	12/06/2019	1,711.61	NATURAL GAS
59382	MIDWEST TAPE	204828	12/20/2019	152.18	LIBRARY MAT.-JAMES ESTATE
59387	MIDWEST UNDERGROUND	204894	12/27/2019	750.06	VHCL MTCE SUPPLIES
59753	MIKES TIRE AND	204736	12/13/2019	318.00	VHCL MTCE SUPPLIES
60799	MODERN MARKETING	204829	12/20/2019	618.87	MISCELLANEOUS
61682	ANDREW MORRIS	204640	12/06/2019	2,165.00	GROUP HEALTH INSURANCE
61702	MOSE LEVY COMPANY INC	204641	12/06/2019	520.00	OPERATING SUPPLIES
61785	MOTION INDUSTRIES	204830	12/20/2019	4,446.42	GROUNDS MAINT & REPAIR
62555	MULDER, KALA	204738	12/13/2019	109.39	TRAINING
62560	MUNICIPAL CODE CORP	204739	12/13/2019	425.00	ADVERT/LEGAL PUBL
62575	MUNICIPAL FIRE & POLICE	204642	12/06/2019	187,675.43	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	204643	12/06/2019	227.23	VHCL MTCE SUPPLIES
63032	NCL OF WISCONSIN INC	204831	12/20/2019	354.14	LAB SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	204895	12/27/2019	3,290.00	NRS-NATION RETIRE SOL
64677	NEAPOLITAN LABS LLC	204832	12/20/2019	1,750.00	PUBLIC INFORMATION
65489	NICHOLS EQUIPMENT LLC	204833	12/20/2019	357.55	VHCL MTCE SUPPLIES
65985	NORSOLV SYSTEMS ENVIRONM	204741	12/13/2019	565.85	OPERATING SUPPLIES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
66001	NORRIS ASPHALT PAVING INC	204742	12/13/2019	3,377.45	STREET MAINT SUPPLIES
66561	OFFICIAL PEST CONTROL	204743	12/13/2019	55.00	SUSTENANCE SUPPLIES
66730	OHARA HARDWARE	204646	12/06/2019	429.11	STREET MAINT SUPPLIES
66737A	OLD DOMINION BRUSH	204744	12/13/2019	1,293.71	VHCL MTCE SUPPLIES
67098	O'REILLY AUTOMOTIVE	204647	12/06/2019	6.24	VHCL MTCE SUPPLIES
67101	OTC BRANDS INC	204648	12/06/2019	351.09	PROGRAM SUPPLIES
67685	OTTUMWA AREA CONVENTION &	204649	12/06/2019	42,311.89	CONV & VISITOR BUREAU
67759	OTTUMWA COMMUNITY SCHOOLS	204650	12/06/2019	1,322.16	OFFICE SUPPLIES
68000	OTTUMWA COURIER	204747	12/13/2019	1,184.04	ADVERT/LEGAL PUBL
68192	OTTUMWA FIBER LLC	204897	12/27/2019	150.00	TECHNOLOGY SERVICES
68556	OTTUMWA NAPA	204651	12/06/2019	399.14	VHCL MTCE SUPPLIES
68560	OTTUMWA PRINTING, INC.	204748	12/13/2019	1,399.00	OFFICE SUPPLIES
68576	OTTUMWA RADIO	204652	12/06/2019	125.00	MISCELLANEOUS
68640	OTTUMWA SEAT & TOP	204749	12/13/2019	150.00	VHCL MTCE SUPPLIES
69040	OTTUMWA WATER AND HYDRO	204653	12/06/2019	11,042.99	WATER
69688	DIXIE L PARKER	204654	12/06/2019	1,400.00	JANITORIAL
70610	PAYMENT REMITTANCE CENTER	204839	12/20/2019	14,388.84	ADVERT/LEGAL PUBL
71275	KEVIN PESTER	204750	12/13/2019	180.00	SUSTENANCE SUPPLIES
71489	PETTY CASH-ANNUAL DINNER	204655	12/06/2019	4,800.00	MISCELLANEOUS
72035	PIPESTONE VET CLINIC OF	204751	12/13/2019	58.00	OTHER PROF SERV
72238	PURCHASE POWER	204840	12/20/2019	2,500.00	POSTAGE & SHIPPING
72250	PITNEY BOWES GLOBAL	204752	12/13/2019	1,059.57	RENTS & LEASES
72561	PLUMB SUPPLY COMPANY-OT	204753	12/13/2019	379.05	BUILDING MAINTENANCE REPA
72986	PORTZEN CONSTRUCTION INC	204841	12/20/2019	278,321.71	CONTRACTUAL SERVICES
73432	PRE-APPROVED AUTO	204899	12/27/2019	301.00	MISCELLANEOUS
73531	PREMIUM TINT	204754	12/13/2019	180.00	VHCL MTCE SUPPLIES
73927	PRODUCTIVITY PLUS ACCOUNT	204755	12/13/2019	140.39	VHCL MTCE SUPPLIES
73960	PROFESSIONAL COMPUTER	204756	12/13/2019	99.99	TECHNOLOGY SERVICES
74626	QUALITY SERVICES CORP	204656	12/06/2019	443.87	VHCL MTCE SUPPLIES
74751	R.G. CONSTRUCTION, LLC	204757	12/13/2019	43,603.88	CONTRACTUAL SERVICES
75901	RECORDED BOOKS INC	204758	12/13/2019	357.25	LIBRARY MAT.-JAMES ESTATE
76321A	RELIANT FIRE APPARATUS,IN	204759	12/13/2019	383.38	VHCL MTCE SUPPLIES
78105	ROYAL PORTABLE TOILETS	204657	12/06/2019	92.88	SANITATION
78279	S & L ALL SEASON	204843	12/20/2019	82.80	OTHER MAINT & REPAIR
79154	SAVE OTTUMWA WEEKLY	204844	12/20/2019	360.00	ADVERT/LEGAL PUBL
79358	SCHUMACHER ELEVATOR CO	204845	12/20/2019	484.18	BLDG MAINT & REPAIR
80050	SECRETARY OF STATE	204761	12/13/2019	60.00	DUES & MEMBERSHIPS
81449	SHOTTENKIRK	204846	12/20/2019	650.02	VHCL MTCE SUPPLIES
81507	SHRED-IT USA	204762	12/13/2019	75.60	CONTRACTUAL SERVICES
81599	MIKE SIEREN	204763	12/13/2019	200.00	SUSTENANCE SUPPLIES
82198	TIM SKINNER TRUCKING AND	204847	12/20/2019	6,980.00	CONTRACTUAL SERVICES
83100A	SNAP-ON-TOOLS	204902	12/27/2019	172.91	TOOLS & SMALL EQUIP
83880	SOUTHERN IOWA DIESEL, INC	204659	12/06/2019	172.80	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	204764	12/13/2019	82.05	ELECTRIC
84957	FRANK STANTON	204765	12/13/2019	64.18	SUSTENANCE SUPPLIES
85262	STATE HYGIENIC LABORATORY	204766	12/13/2019	27.00	CONTRACTUAL SERVICES
85691	STEGER CONSTRUCTION INC	204848	12/20/2019	69,380.00	CONTRACTUAL SERVICES
86704	SUMMIT FIRE PROTECTION CO	204767	12/13/2019	66.00	EQUIP REPAIR
86970	SUPREME STAFFING INC	204768	12/13/2019	9,922.90	MISC CONTRACT WORK
88000	TEAMSTER LOCAL UNION 238	204903	12/27/2019	3,228.12	PUBLIC WKS UNION DUE PAYA
88858	TIFCO INDUSTRIES	204660	12/06/2019	596.34	VHCL MTCE SUPPLIES
89462A	TREASURER STATE OF IOWA	204769	12/13/2019	1,756.00	SALES TAX PAYABLE
90846	UPS	204851	12/20/2019	119.12	VHCL MTCE SUPPLIES
90885	UNITYPOINT CLINIC	204771	12/13/2019	252.00	EMPLOYEE PHYSICALS/TESTS

ERRORS DETECTED:

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Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
91835	USA BLUE BOOK	204772	12/13/2019	4,839.14	CAPITAL IMPROVEMENTS
92555	THE VAN METER COMPANY	204774	12/13/2019	2,219.35	OPERATING SUPPLIES
92640	VAUGHN AUTOMOTIVE	204663	12/06/2019	200.05	VHCL MTCE SUPPLIES
92648	VEENSTRA & KIMM INC	204775	12/13/2019	49,772.44	CONTRACTUAL SERVICES
93505	W L CONSTRUCTION SUPPLY I	204776	12/13/2019	419.99	TOOLS & SMALL EQUIP
94000	WALMART COMMUNITY/SYNCE	204905	12/27/2019	416.33	SUSTENANCE SUPPLIES
94001	WALMART COMMUNITY/SYNCE	204664	12/06/2019	187.13	OPERATING SUPPLIES
94125	WAPELLO COUNTY	204777	12/13/2019	3,437.50	DRUG TASK FORCE GRANT
94704	WAPELLO COUNTY RECORDER	204853	12/20/2019	351.00	RECORDING & COURT FEES
94721	WAPELLO CO SHERIFF'S OFFI	204778	12/13/2019	3,362.77	DRUG TASK FORCE GRANT
95000	WAPELLO COUNTY UNITED WAY	204906	12/27/2019	70.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	204666	12/06/2019	65.45	WATER
95368	WAYNE'S TIRE	204667	12/06/2019	1,373.14	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	204856	12/20/2019	311,171.76	GROUP HEALTH CLAIMS
96808	WILCOX EQUIPMENT	204857	12/20/2019	37.83	VHCL MTCE SUPPLIES
97305	WINDSTREAM	204908	12/27/2019	304.34	TELEPHONE/IT
97320	WINGER COMPANIES	204669	12/06/2019	77,470.64	CAPITAL IMPROVEMENTS
97321	WINGER SERVICE	204859	12/20/2019	806.25	OPERATING SUPPLIES
97334	WINN CORP	204860	12/20/2019	15,892.30	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	204782	12/13/2019	7,108.17	NATURAL GAS

TOTAL NUMBER OF CHECKS 471 WRITTEN TO 236 VENDORS FOR 2,335,465.49

*Treasurer State of Iowa*  
*US Treasury*  
*US Treasury*  
*IPERS*  
*IPERS*

*45,019.00*  
*134,367.96*  
*46,783.41*  
*47,900.31*  
*71,885.72*  


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*2,681,424.89*

*ST W/H*  
*Fed/FICA W/H*  
*P/R TAX*  
*W/H*  
*City Share*

CITY OF OTTUMWA  
 STATEMENT OF CHANGES IN CASH BALANCE  
 AS OF 12/31/2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	3308055.65	1162577.26	1335575.91	3135057.00	21189.43	3156246.43
TOTALS FOR FUND 002	PARKING RAMP	34320.11	2452.00	1069.92	35702.19		35702.19
TOTALS FOR FUND 110	ROAD USE TAX	5582459.52	1207327.51	578258.76	6211528.27	3083.58	6214611.85
TOTALS FOR FUND 112	EMPLOYEE BEN	755918.53	306061.26	475743.00	586236.79		586236.79
TOTALS FOR FUND 119	EMERGENCY FU		6906.97	6906.97			
TOTALS FOR FUND 121	SALES TAX 1%	2177538.30	545521.70	954531.50	1768528.50		1768528.50
TOTALS FOR FUND 122	SSMID DISTRI						
TOTALS FOR FUND 123	AGASSI TIF D						
TOTALS FOR FUND 124	VOGEL URBAN						
TOTALS FOR FUND 125	WESTGATE TIF	158652.14	28149.13	15784.00	171017.27		171017.27
TOTALS FOR FUND 126	AIRPORT TIF	70437.69	2674.99	26950.00	46162.68		46162.68
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	84290.07	1679.49	27181.25	58788.31		58788.31
TOTALS FOR FUND 129	RISK MANAGEM	1143895.06	42154.92	25505.30	1160544.68	67.26	1160611.94
TOTALS FOR FUND 131	AIRPORT FUND	-125613.36	297977.88	32654.25	139710.27	90.00	139800.27
TOTALS FOR FUND 133	LIBRARY FUND	316883.14	56669.12	59469.54	314082.72	1045.09	315127.81
TOTALS FOR FUND 135	CEMETERY FUN	-25577.27	23019.87	39141.72	-41699.12	78.95	-41620.17
TOTALS FOR FUND 137	HAZ-MAT FUND	137370.29	1608.63	17225.08	121753.84	59.99	121813.83
TOTALS FOR FUND 141	2018 UPPER S	9718.93		43603.88	-33884.95		-33884.95
TOTALS FOR FUND 142	HOAP/HILP ES						
TOTALS FOR FUND 143	EPA BROWNFIE						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV						
TOTALS FOR FUND 146	DOWNTOWN STR	1622431.61	222532.23	316186.77	1528777.07		1528777.07
TOTALS FOR FUND 147	CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND 148	2016 OWW CDB						
TOTALS FOR FUND 151	OTHER BOND P	849745.04	1016.00	76371.67	774389.37	15052.93	789442.30
TOTALS FOR FUND 167	FIRE BEQUEST	17417.93	10.00		17427.93		17427.93
TOTALS FOR FUND 169	START UP FUN						
TOTALS FOR FUND 171	RETIREE HEAL	993971.37	111932.00	87275.26	1018628.11	97.92	1018726.03
TOTALS FOR FUND 173	LIBRARY BEQU	152652.69	1593.80	5414.68	148831.81	1177.02	150008.83
TOTALS FOR FUND 174	COMMUNITY DE	131791.28	34.00		131825.28		131825.28
TOTALS FOR FUND 175	POLICE BEQUE	71264.88	350.00	1142.40	70472.48	566.00	71038.48
TOTALS FOR FUND 177	HISTORIC PRE	1674.64			1674.64		1674.64
TOTALS FOR FUND 200	DEBT SERVICE	1567312.45	247221.53	3400.00	1811133.98		1811133.98
TOTALS FOR FUND 301	STREET PROJE	692401.62		34198.60	658203.02		658203.02
TOTALS FOR FUND 303	AIRPORT PROJ	31293.18		51861.62	-20568.44		-20568.44
TOTALS FOR FUND 307	SIDEWALK & C	57987.55		580.66	57406.89		57406.89
TOTALS FOR FUND 309	PARK PROJECT	317625.73		7958.17	309667.56		309667.56
TOTALS FOR FUND 311	LEVEE PROJEC	182405.29			182405.29		182405.29
TOTALS FOR FUND 313	EVENT CENTER	113729.48	570.90	63643.69	50656.69		50656.69
TOTALS FOR FUND 315	SEWER CONSTR	1880794.67		61064.60	1819730.07		1819730.07
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM						
TOTALS FOR FUND 503	CEMETERY PER	235.00	184.00	419.00		184.00	184.00
TOTALS FOR FUND 610	SEWER UTILIT	2359136.46	497853.64	647419.67	2209570.43	10472.04	2220042.47
TOTALS FOR FUND 611	SEWER SINKIN	629185.00	106837.00		736022.00		736022.00
TOTALS FOR FUND 612	STORM WATER						
TOTALS FOR FUND 613	SEWER IMPROV	2758335.00	41667.00		2800002.00		2800002.00
TOTALS FOR FUND 670	LANDFILL FUN	2541528.53	156222.28	454184.90	2243565.91	34933.72	2278499.63
TOTALS FOR FUND 671	LANDFILL RES	1114976.00			1114976.00		1114976.00
TOTALS FOR FUND 673	RECYCLING	69114.64	60333.35	41108.85	88339.14	7144.08	95483.22
TOTALS FOR FUND 690	TRANSIT FUND	853939.25	54389.39	218629.11	689699.53	222.91	689922.44
TOTALS FOR FUND 695	1015 TRANSIT						
TOTALS FOR FUND 720	BRIDGEVIEW E	25334.16			25334.16		25334.16
TOTALS FOR FUND 750	GOLF COURSE	15663.62			15663.62		15663.62
TOTALS FOR FUND 810	POOLED INVES	-36687805.60	739962.65		-35947842.95		-35947842.95
TOTALS FOR FUND 820	PAYROLL CLEA	332397.22	1144803.98	1158959.92	318241.28	7317.48	325558.76
TOTALS FOR FUND 840	EQUIPMENT PU	1109101.28	415900.00	4360.50	1520640.78		1520640.78
TOTALS FOR FUND 860	GROUP HEALTH	3945585.97	326011.74	270799.73	4000797.98	4421.11	4005219.09
TOTALS FOR ALL LISTED FUNDS		1397203.06	7814206.22	7144580.88	2066828.40	107203.51	2174031.91

REPORT DATE 12/31/2019  
SYSTEM DATE 01/13/2020  
FILES ID 0

CITY OF OTTUMWA  
STATEMENT OF CHANGES IN CASH BALANCE  
AS OF 12/31/2019

PAGE 2  
TIME 11:12:47  
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SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

FILED  
2020 JAN 16 AM 7:51  
CITY OF OTTUMWA

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: January 21, 2020

Kelly Blankenship

Prepared By

Electrical  
Department

Larry Seals

Department Head

*Tommy Pryor*  
City Administrator Approval

AGENDA TITLE: Purchase of a Traffic Signal Conflict Monitor Tester for the Electrical Department.

\*\*\*\*\*

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

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

RECOMMENDATION: Approve the purchase of a Conflict Monitor Tester for the Electrical Department.

DISCUSSION: The Electrical Department annually tests conflict monitors at all signalized intersections throughout the City. The Conflict Monitor Tester PCMT 2600 currently used is not compatible with Windows operating systems newer than Windows 8 and will not be modified for future versions. The cost of a new PCMT 8000 with Nema TS1, TS2 cables is \$11,600.00. With an \$1,800.00 trade-in of our existing unit, the net cost to purchase the conflict monitor tester is \$10,980.00.

Budget - \$11,424.00



# ATSI

Athens Technical Specialists Inc.  
 8157 US Highway 50  
 Athens OH 45701  
 866-325-8172  
[www.atsi-tester.com](http://www.atsi-tester.com)  
 Tax ID #: 31-1034624

[CLICK HERE to find your local Distributor](#)

<b>Bill To</b>	<b>Ship To</b>
City of Ottumwa	Brian Lewis
Accounts Payable	City of Ottumwa
105 E. Third St.	Electrical Department
Ottumwa IA 52501	550 Gateway Dr.
	Ottumwa IA 52501-2303

## Quote

Date	1/13/2020
Quote #	QO137451
Sales Rep	Hartley, Ben P
Valid until	4/12/2020
Last Modified Date	1/13/2020
Created Date	9/26/2018
Terms	Net 30
Contact	Brian Lewis
Shipping Method	UPS@ Ground

Item	Description	Quantity	Units	Rate	Amount	Tax
8000-T	PCMT 8000 Conflict Monitor Tester Includes: 6' USB Cable, Installation Guide, Software Installation CD, and 1 Year Warranty. Software requires a Windows XP, Vista, 7, 8 or 10 operating system.	1	EA	11,600.00	11,600.00	
006-0050	NEMA TS1 6 Channel Cable for PCMT 8000.	1	EA	550.00	550.00	
006-0055	NEMA TS2 16 Channel / NEMA TS1 12 Channel Cable for PCMT 8000.	1		550.00	550.00	
TIN-2600	Trade-in of Customer PCMT 2600, Serial Number: 2600-1353.	1	EA	(1,500.00)	(1,500.00)	
TIN-CBL	Trade-in of the following PCMT Monitor Cables: (1) NEMA TS1 3 Channel Cable (1) NEMA TS1 6 Channel Cable (1) NEMA TS1 12 Channel Cable Our records show that these are the only cables you have with your current tester. If you need to test other monitor types with the PCMT 8000, you may need other cables. The cables from older models of conflict monitor testers will NOT work with the PCMT 8000.	3	EA	(100.00)	(300.00)	
	PCMT 8000 User Training! Training videos can be viewed at no charge by anyone at anytime by going to: <a href="http://www.pcmtcourse.com/">http://www.pcmtcourse.com/</a> After viewing the videos, you can then choose to pay for a code that will give you access to take a test. (Each code is good for a single test. If there are multiple individuals that want to take the test, a separate code for each will need to be purchased.) ATSI will issue a training certificate for each individual that receives a passing grade on their test. ATSI will then also submit that individuals information to IMSA for TARP Points. If you would like the training added to your quote, please let me know how many codes will be needed.					
UPS@ Ground		1		80.00	80.00	

**Total \$10,980.00**

- You may obtain an alternate quote from our distributor for Iowa: Mobotrex.
- Customer is responsible for shipping of Trade-In items.
- If the value of the Trade-In exceeds the value of the item(s) purchased, a Credit Memo will be issued for the balance.

Delivery on all equipment is 30 days. All pricing is in US Dollars and is good for 90 days. Shipping charges are pre-paid and add with shipments via UPS Ground unless otherwise noted. All taxes, duties, import fees, etc. are the responsibility of the customer. ATSI must receive payment (or a PO for customers on terms) prior to the order shipping. ATSI test equipment includes a 1 year warranty. [www.atsi-tester.com](http://www.atsi-tester.com)

CITY OF OTTUMWA  
CAPITAL ITEM REQUEST

REQUEST NO: 2

Budget Year 2019 - 2020

ACTIVITY NO: 242      ACTIVITY NAME: Large Capital Electrical Mainenance  
 REPLACEMENT

DESCRIPTION OF ITEM TO BE PURCHASED:  NEW ITEM

New PCMT 8000 Conflict Monitor Tester and Nema TS1, TS2 cables

IF REPLACEMENT, DESCRIPTION OF ITEM TO BE REPLACED:

Old PCMT 2600 Conflict Monitor Tester and Nema Cables. This unit will not be compatibel with microsoft operating systems newer than windows 8

YEAR PURCHASED: 2008

COST ESTIMATES:

PURCHASE      \$11,424      (OMIT CENTS)

OTHER COSTS      \_\_\_\_\_

TOTAL COSTS      \$11,424

SUBMITTED BY: Brian Lewis

COST CHECKED BY Brian Lewis

FLEET COMMITTEE RECOMMENDATION: \_\_\_\_\_ DATE 10/10/2018

Note: This form must be completed for each capital item requested. Capital items purchased must be specifically budgeted.



www.atsi-tester.com

the Test Equipment Experts

August 24, 2018

Comparison of the PCMT 2600 to the PCMT 8000

The following is a comparison of the discontinued PCMT 2600 model Conflict Monitor Tester to the current production PCMT 8000 model. ATSI or your local distributor will take the older PCMT 2600 and it's cables in trade towards the purchase of the current PCMT 8000 Model. Contact ATSI or your local distributor for details and a quote.

The PCMT 8000 has had many improvements over the PCMT 2600 model.

- ✓ The test reports can be saved in either Verbose or Terse formats. The Verbose format provides detailed test information while the Terse format gives simpler pass/fail results.
✓ With the new style of cables, the amount of cables required for testing are reduced.
The ability to test the following monitor types are all included in one TS1/TS2 12/16 Channel Cable:
-NEMA TS2 16 Channel MMU (except for Rack Mount models such as the Safetran MMU16LEiP)
-NEMA TS1 12 Channel CMU
-NEMA TS2 12 Channel MMU
-In addition, the SLNK 3000 Port1/SDLC Tester is no longer needed.
The ability to test the following monitor types are all included in one Rack Mount Cable:
-210, 2010, 170, 2070
-210, 2010 monitors with the LADOT or NCDOT modifications.
✓ The PCMT 8000 is capable of testing Flashing Yellow Arrow tests. These tests will not be available in previous models.
✓ The PCMT 8000 is capable of testing an MMU in both 12 and 16 channel modes in one test run.
✓ The USB to Serial Adapter cable is no longer needed since the PCMT 8000 has a USB port instead of a serial port.
✓ Although we are still servicing and calibrating the PCMT 2600, we do not guarantee that new features in the future will work with the PCMT 2600. A good example of this is the Flashing Yellow Arrow (FYA) feature. The PCMT 8000 software and firmware are updated to keep up with changing standards, new monitor types, etc. The PCMT 2600 software and firmware are only updated when absolutely necessary or paid for by the customer.
✓ Currently, the calibration cost for the PCMT 2600 is higher than the PCMT 8000. As the PCMT 2600 gets older, the price gap is likely to increase.
✓ The PCMT 8000 is even more resistant to incoming power fluctuations than the PCMT 2600.
✓ The first PCMT 2600 was sold in 2004. As the electronic components age and regulations such as ROHS affect parts availability, service will eventually become impossible or at least impractical.
✓ The PCMT 2600 software is not guaranteed to be compatible with Windows operating systems newer than Windows 8 and will not be modified to be compatible with future versions of operating systems unless paid for by the customer. Microsoft stopped general support of Windows 8 in January of 2018.

ATSI has no reseller affiliation with any conflict monitor manufacturer. We do not sell conflict monitors to keep us in the position of not having a bias toward any particular brand or model. Our testers are designed to test to the current published standards.

Sincerely,

Handwritten signature of Ben Hartley

Ben Hartley
Sales

FILED

CITY OF OTTUMWA

2020 JAN 16 AM 7:57

Staff Summary

CI.  
OTTUMWA

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

Council Meeting of: January 21, 2020

Kelly Blankenship

Prepared By

Street Lighting

Department

Larry Seals

Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Purchase six (6) galvanized light poles in the amount of \$16,464.00.

\*\*\*\*\*

**\*\*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: Approve the purchase of six (6) galvanized light poles in the amount of \$16,464.00.

DISCUSSION: The Electrical Department has been replacing the City's metal street light poles that the Electrical Department maintains with galvanized poles that require less maintenance. The current poles are 33 years old and rusting out at the base. The cost of six (6) galvanized poles, bases and mast arms are \$16,464.00 which equates to \$2,744.00 per pole.

The annual replacement of the poles started with the 2015/2016 budget year.

Source of Funds: Road Use

Budgeted Item: Yes

Budget Amendment Needed: No



FILED  
2020 JAN 16 AM 9:00

City of Ottumwa

Staff Summary

Council Meeting of: January 21, 2020

Item No. 13-2020

Finance Department  
Department

*Tom L. Lopez*  
Interim City Administrator

Kala Mulder  
Prepared By  
*K Mulder*  
Dept. Head

Agenda Title: Set February 4, 2020 at 5:30 p.m. for the Public Hearing on the FY21 Maximum Property Tax Dollars.



If this box is checked a public hearing is required.

Purpose: The City Council is required to hold a public hearing to adopt the fiscal year maximum property tax dollars before adopting the City Budget. Public Hearing is set for February 4, 2020.

Recommendation: Set the public hearing for proposed Fiscal Year 2021 Maximum Property Tax Dollars.

Discussion: Resolution No 13-2020 – Iowa law requires the City Council to hold a public hearing on the proposed Maximum Property Tax Dollars before adopting the City Budget.

**RESOLUTION NO. 13-2020**

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR  
THE PURPOSE OF CONSIDERING THE MAXIMUM TAX DOLLARS FROM  
CERTAIN LEVIES FOR THE CITY'S PROPOSED FISCAL YEAR 2020-2021  
BUDGET**

**WHEREAS**, the City Council of Ottumwa, Iowa is preparing the annual budget for the Fiscal Year 2020-2021; and

**WHEREAS**, Iowa SF 634 requires a public hearing on the proposed maximum property tax dollars from certain levies where any resident or taxpayer of the City may present to the City Council objections or arguments in favor of the tax dollars before the budget is adopted and certified to the county auditor; and

**WHEREAS**, interested residents or taxpayers having comments for or against the maximum property tax dollar proposal from certain levies may appear and be heard at the public hearing at the city council meeting on February 4, 2020, at 5:30 PM at the Ottumwa City Hall, at 105 East Third Street, Ottumwa, Iowa.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Ottumwa, Iowa, that this confirms that the city council order the publication of a notice of public hearing pertaining to proposed maximum property tax dollars from certain levies not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing. A notice shall also be posted on the city website and social media accounts.

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

APPROVED, PASSED AND ADOPTED, this 21<sup>st</sup> day of January, 2020.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk





## Main Street Ottumwa's 2020 Strategic Priorities

1. Continue working toward organizational efficiency and financial sustainability.
2. Support property owners, businesses, and residents—particularly those affected by the streetscape improvements project.
3. Strengthen partnerships/activities that make downtown Ottumwa vibrant and active.
4. Further efforts to better “tell our story” to local officials, developers, and the world.

### Board & Executive Director

- Conduct business in accordance with Main Street America and Main Street Iowa principles.
- Monitor committee activities to ensure they are working toward strategic priorities.
- Continue to review and refine board and committee processes, action plans, and budgets.
- Oversee the development of a SSMID Committee. Develop a plan for SSMID reapproval.
- Review and develop plans for the Downtown Maintenance Program (DMP).
- Take advantage of training and professional development opportunities.
- Meet with Ottumwa City Council or Wapello County Board of Supervisors at least quarterly.
- Assist with development of Iowa Great Places Application with the Greater Ottumwa CVB.
- Support BUILD Grant Application for downtown riverfront redevelopment.
- Develop a strategy for applying for the Great American Main Street Award.

### Economic Vitality Committee

*This group focuses on capital, incentives, and other tools to assist new and existing businesses; helps to catalyze property development; and creates a supportive environment for entrepreneurs and innovators that drive Ottumwa's local economy.*

- Finalize formation of the committee!
- Maintain district statistics and update the website monthly. Work toward the development of a database to make tracking changes and available development opportunities easier.
- Advocate for funding of City incentives. Prepare cost/benefit analysis of previous programs/grants/completed projects. (Include incentives used in database above.)
- Main Street Iowa Challenge Grant: Work with potential applicants and City, determine applicant, apply for a grant. Main Street Ottumwa should never let a funding cycle pass without an application.
- Review Market Analysis with Main Street Iowa and set priorities for next 5 years.
- Create a Pop-up Shop Event/Program
- Main Street Iowa's Open 4 Business Competition: Look into applying for this this year.



The Main Street Ottumwa program fosters a vibrant, dynamic, and healthy downtown through community engagement and collaborative partnerships.





### Design Committee

*This group helps enhance and exhibit the physical and visual assets that set the district apart.*

- Hold events to celebrate successful projects or show-off preservation activities.
  - Earth Day Jefferson Street Bridge Lighting Celebration (April 22)
  - Upstairs/Downtown Tours (May 15/16)
  - Urban Oasis/Downtown Sustainable Infrastructure Tour (June/July)
- Placemaking activities:
  - Assist Downtown Maintenance Program (Hanging Baskets, Planters, Trash, Etc.)
  - Pianos: Repair Alley Piano, Complete Second Piano, Consider Other Locations
  - Pocket Parks/Art: Identify future sites & themes.
- Support Property Owners:
  - Paint Iowa Beautiful Grant (Due in February)
  - Spring/Fall Clean-Up Days (April 18/September 26)
  - Main Street Iowa Design Assistance
  - Review existing City downtown design and historic preservation guidelines.
- Support Business Owners:
  - Host a window decorating seminar. Follow-up with window decorating contest.
  - Host a pop-up shop seminar. Assist implementation.

### Business Promotions Committee

*This group positions the district as the center of the community and hub of economic activity.*

- Paint Crawl (March 27)
- Ladies Night Out (April 24)
- Main Street Madness (June 6)
- Wine Stroll (June/July)
- Junk Fest Jaunt (Sept. 18-20)
- Witch way to Main (Oct. 29)
- Holiday Open Houses (Nov. 19)
- Small Business Saturday (Nov. 28)
- Last-minute Shoppers (Dec. 17/18)

### Social Promotions Committee

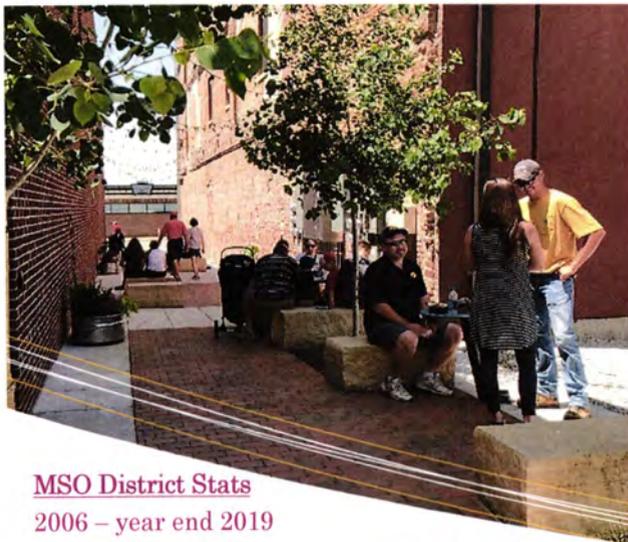
*This group creates a positive image that showcases Ottumwa's unique characteristics.*

- Central Park Cinema (6/20, 7/18, 8/15)
- Canteen Eating Contest (June 6)
- Build it! Dig it! Do it! (July 16)
- Farm to Table Dinner (Sept. 18)
- Makers' Market (Sept. 19)
- History Walks (Oct. 16, 23, & 30)
- Ribbon Cutting Streetscape Event
- Holiday Home Tours (Nov./Dec.)

### Organization Committee

*This group helps create a strong foundation for a sustainable revitalization effort; including cultivating partnerships, community involvement, and resources for the district.*

- Oversee Budget w/Treasurer
- Continue Fundraising/Letter Campaign
- Bolster Volunteer Recruitment Efforts
- Renew Downtown Diva Software?
- Memorial Trees
- Develop SSMID Committee/Priorities
- Continue to Improve New Website
- Improve Marketing/Outreach Efforts
- Develop Quarterly Newsletters
- Downtown Tours and Speakers Group



**MSO District Stats**

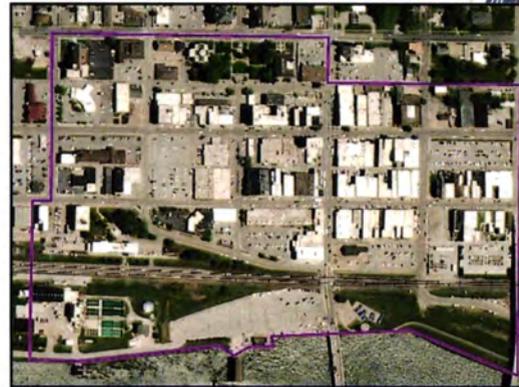
2006 – year end 2019

<b>Total Volunteer Hours</b>	<b>39,744</b>	<b>City Population</b>	<b>24,709</b>
<b>Buildings Sold</b>	<b>62</b>	<b>Building Rehab Projects</b>	<b>255</b>
<b>Private Investment in Property Acquisition</b>	<b>\$4,119,688</b>	<b>Private Investment in Property Improvements</b>	<b>\$16,791,310</b>
<b>Net New Businesses</b>	<b>57</b>	<b>Net Jobs Created</b>	<b>396</b>
<b>Part-time Employees</b>	<b>270</b>	<b>Full-time Employees</b>	<b>854</b>
<b>Upper-story Housing</b>	<b>2006: 51</b>	<b>2019: 105</b>	

Updated 01/2020

# Our Mission

Our mission is to improve the social and economic wellbeing of the district by capitalizing on the unique identity, assets, and character of our downtown area using the comprehensive Main Street Four-Point Approach™.



*Established in 2006, Main Street Ottumwa is one of 55 accredited Main Street programs in the State of Iowa.*



## The Impact of Main Street Ottumwa



Fred Zesiger, Executive Director  
 217 East Main Street  
 Ottumwa, IA 52501  
 (641) 799-3464  
<http://www.mainstreetottumwa.com/>



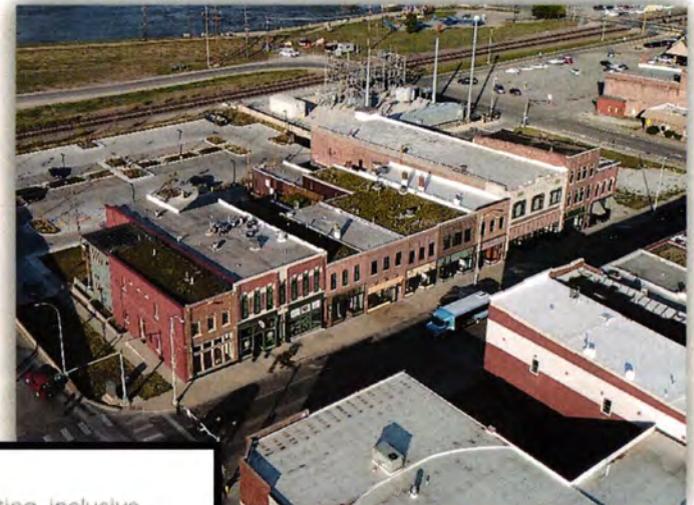
*Let us surprise you!*



Building a Better Block



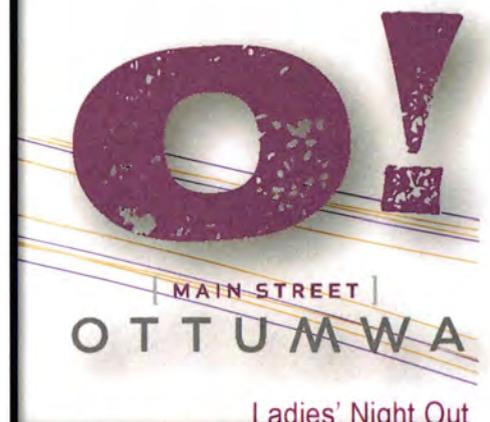
Public Art & Parking Improvements



Downtown Revitalization



Local, State, & National Partners



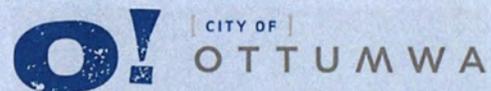
Central Park Cinema



# Ottumwa Healthy Neighbors Program

2019 Grant Update Presentation for Council

Zach Simonson :: City Planner



## Application Overview

Received 76 applications requesting a total of over \$70 thousand.

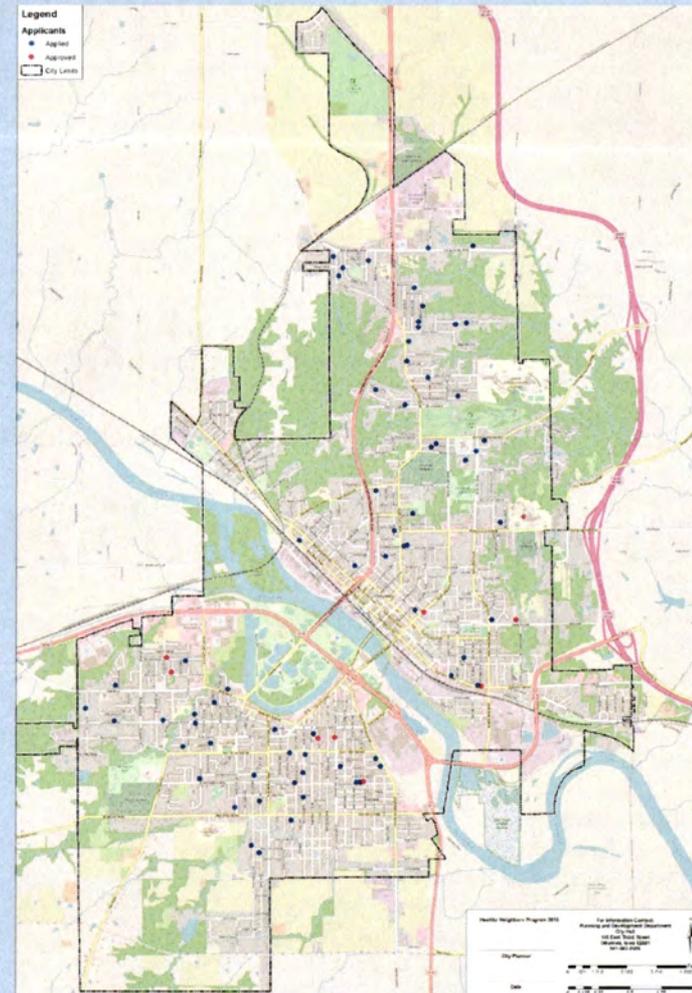
Awarded 8 grants totaling \$8 thousand.

City matched dollar-for-dollar up to \$1 thousand for exterior improvements.

Projects must have been completed before December 31, 2019.

7 projects were completed and submitted for reimbursement. 1 project could not produce receipts for reimbursement but the work was completed.

In some cases, homes are undergoing more extensive projects than the application scope.



# 217 N Sheridan



New paint on house and porch.



# 512 N Adams



New siding, new windows. Garage siding, front steps, soffit, fascia and trim to come.



# 324 N Jefferson



Front porch repair (significant structural work was required), soffit and fascia repair.



# 707 McKinley



New siding and new stain on front deck.



# 1401 E Main

New roof and some new windows. Home is undergoing extensive remodel with new siding and new windows to come and interior work in progress.



# 1619 Mowrey



New siding.



# 729 E Williams



New siding and porch guards.



# 155 N Davis

Did not submit receipts for reimbursement but has begun new siding project.



# What's next?

Expand the program

Make it annual

Move up application window

Broaden advertising



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2020 JAN 16 PM 2:47  
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CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: January 21, 2020

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

\_\_\_\_\_  
Alicia Bankson  
Prepared By  
*Danny Seab*  
\_\_\_\_\_  
Department Head

*Tom X. Lopez*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: FY 2021 Tier 1 Energy Efficiency Projects.

\*\*\*\*\*  
 **\*\*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 Presentation

DISCUSSION: January 7, 202 a facilities maintenance program was presented to the City Council covering most of the City owned facilities including the Law Center. The recommended repairs were presented as a five year plan for each facility with repairs identified as Tier 1, Tier 2, or Tier 3 with Tier 1 listing the most urgent repairs.

Council requested a listing of the energy efficiency projects that would be eligible for rebates. Attached are the projects listed under Tier 1 that would be eligible for Alliant or MidAmerican rebate. Rebates will vary according to the installation. 20% to 50% of the installation cost can be anticipated in rebate.

**City of Ottumwa**  
**Energy Efficiency Facility Repairs**  
**Tier 1 Repair Recommendation Summary**  
**FY 2021**

City Engineering Department  
12-13-2019

Beach	-	-	\$	-	Subtotal
Bridgeview Center	Replace Exterior HID with LED	\$	18,000.00		
	Replace Lobby HID with LED	\$	64,000.00	\$	82,000.00 Subtotal
City Hall	HVAC Schematic Design	\$	70,000.00		
	Energy Efficiency Measures	\$	11,000.00	\$	81,000.00 Subtotal
Fire	No. 1: Energy Efficient Lighting	\$	4,000.00		
	No. 2: Replace Hot Water Heater	\$	1,200.00	\$	5,200.00 Subtotal
Law Center	RTU-8 Supply Air Temperature Reset	\$	5,500.00		
	Upgrade Jail Lighting to LED	\$	26,000.00		
	ECM Motors with Fan Control for Walk-in Coolers	\$	2,000.00		
	Upgrade Office Building Lighting to LED	\$	22,000.00		
	Occupancy Sensors for Lighting	\$	2,000.00		
	Dedicated IT Cooling with supply Air Temp Reset	\$	12,000.00	\$	69,500.00 Subtotal
Library	Energy Efficient Lighting	\$	3,000.00	\$	3,000.00 Subtotal
Public Works	550: Install Occupancy Sensors	\$	1,000.00	\$	1,000.00 Subtotal
Recycling	-	-			
Transit	Upgrade Central Air Conditioner	\$	6,000.00		
	Replace 56 Gallon Boiler	\$	6,000.00		
	Replace HID Lighting	\$	12,000.00	\$	15,050.00 Subtotal
WPCF				\$	- Subtotal
				\$	256,750.00 Tier 1 Total

FILED

CITY OF OTTUMWA

2020 JAN 16 PM 12:43

Staff Summary

CITY OF OTTUMWA

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

Council Meeting of: January 21, 2020

Alicia Bankson

Prepared By

Gene Rathje  
Department Head

Parks  
Department

Travis Pappas  
City Administrator Approval

AGENDA TITLE: Award the Contract for the Beach Phase 4, RFP 6X Drainage Improvements 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 D.C. Construction, LLC in the amount of \$22,455.00 and authorize the Mayor to sign the Contract.

DISCUSSION: Beach Phase 4, RFP 6X includes installing a new drainage piping along the North wall of the indoor pool facility directing storm runoff from the pool roof into the storm sewer system . Also replacing approximately 80 lineal feet of 24" deteriorated corrugated metal pipe and replacing with new PVC piping. Work will include installation of reinforced concrete wing wall at storm outlet in lagoon. Work will become when weather permits and be completed by May 15, 2020.

Bids were received and opened by the City of Ottumwa on January 15, 2020 at 2:00 p.m. The RFP was sent to three contractors and advertised on the City's website. Four bids were received. The low bidder is D.C. Construction of Douds, Iowa in the amount of \$22,455.00.

Bid Tab, Plan Holder List and Contract 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)

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

Slide Structural Support Repainting	\$	113,687.75	(in progress)
Volleyball Court Reconstruction	\$	75,000.00	(estimated)
New Shade Structure Installation	\$	99,535.70	(in progress)
Total	\$	<u>512,735.11</u>	

RFP's:

Kitchen Floor Resurfacing	\$	7,960.00	(complete)
Overhead Door Replacement	\$	8,250.00	(complete)
Pool Netting and Rope Fencing Replacement	\$	9,983.88	(complete)
Walk-in Cooler Replacement	\$	16,419.83	(complete)
Drainage Improvements	\$	22,455.00	(in progress)
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)
Total	\$	<u>110,397.06</u>	

Total Phase 4 Costs:

Contracts	\$	512,735.11
RFP's	\$	<u>110,397.06</u>
Total	\$	623,132.17

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

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

Contract Attached

ENGINEERING DEPARTMENT  
CITY OF OTTUMWA, IOWA

PROPOSAL FOR: Drainage Improvements at the Beach Ottumwa.

January 15, 2020  
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.

**Drainage Improvements**

Bid Items:

	QTY	UNIT	PRICE	EXTENSION
1. Mobilization	1	LS	\$ 2,500.00	\$ 2,500.00
2. 8" SDR-35 PVC Pipe	160	LF	\$ 25.00	\$ 4,000.00
3. 10" SDR-35 PVC Pipe	15	LF	\$ 35.00	\$ 525.00
4. 6" concrete rings	2	EA	\$ 100.00	\$ 200.00
5. Class 10 fill	6	TN	\$ 25.00	\$ 150.00
6. 24" SDR-35 PVC Pipe	80	LF	\$ 60.00	\$ 4,800.00
7. Concrete Wingwall	1	LS	\$ 10,000.00	\$ 10,000.00
8. Class D Revetment	14	TN	\$ 20.00	\$ 280.00
			TOTAL	\$ 22,455.00

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

\_\_\_\_\_  
WARRANTY, (Specify)

\_\_\_\_\_  
Completion by May 15, 2020

\_\_\_\_\_  
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.

DC Concrete & Construction, LLC  
Name of Company

641-919-0636  
Phone Number

By [Signature]  
Authorized Signature

1/15/2020  
Date





## CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 15 day of ~~January~~ 2020 by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and DC Concrete & Construction, 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 OF DRAINAGE IMPROVEMENTS AT THE BEACH OTTUMWA as stated in the attached RFP #6X. RFP #6X 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 #6X Drainage Improvements, Beach Renovations Phase 4 for the Beach Ottumwa. 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.

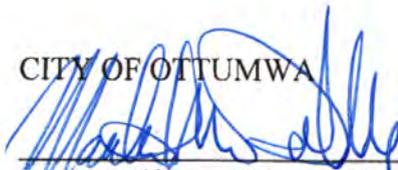
Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any 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

DC Concrete & Construction, LLC

Contractor

1547G Emerald RD

Address

Dows, IA 52551

City, State, Zip

FILED  
2020 JAN 16 PM 2:47  
CITY OF OTTUMWA

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: January 21, 2020

Alicia Bankson

Prepared By

*Darry Seals*

Department Head

Engineering  
Department

*Tom Licio*

City Administrator Approval

AGENDA TITLE: Discussion and presentation of ownership of sewer laterals.

\*\*\*\*\*

**\*\*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: Maintain current policy for ownership and financial responsibility for repair or installation of private sewer laterals connected to public sewers collection systems.

DISCUSSION: Staff has been directed to review the current practice when private sewer laterals fail at the wye connection on the city owned sanitary sewer mains. We reached out and had extensive conversations with current and past sewer maintenance Supervisors/Foreman's which spans a period of time from 1976 to 2020. During this 46 year period it has always been the home owner's financial responsibility to maintain the private home's sanitary sewer line to the collect system.

We reviewed the past three years to gain a sense of scope and found that in 2017- 4 failures, 2018-5 failures, 2019-7 failures with one pending. The cost of repairing a single private lateral is dependent on many factors such as depth, wye condition, contractor selection and even time of year.

In reviewing possible impact to sewer rate structure if the City assumed financial responsibility for what is currently a private property owner's responsibility and without actual individual repair cost we assumed \$10,000 dollars for each repair and an average of 5.5 failures a year or an estimated \$55,000 annually. If we projected this cost we will need to add 1% to the current sewer rates. Staff will be presenting the proposed sewer rates for the Phase VIII project on the special meeting January 28<sup>th</sup>.

Currently Home owners have the option to purchase Homeserve insurance. Coverage level depends on purchased plan. There is a 30 day activation period and it cannot be a known pre-existing condition to qualify.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

FILED  
2020 JAN 16 AM 7:57  
CITY OF OTTUMWA

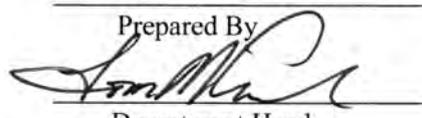
**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Jan 21, 2020

Tom McAndrew

Prepared By



Department Head

Police

Department

  
City Administrator Approval

AGENDA TITLE: Petition filed with City Clerk by Tom Johnson for the removal of a German Shepherd dog located at 1443 S. Ferry Street, Ottumwa.

\*\*\*\*\*

\*\*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: Deny the petition.

DISCUSSION: Ottumwa Police Officers Craycraft and Williams investigated an incident involving a German Shepherd dog owned by Beth and Andy Ewing of 1443 S. Ferry Street in Ottumwa. On December 1, 2019, the German Shepherd bit a mailman causing injuries to his face and chest requiring stitches. The dog was not provoked. On the date of the bite, Officer Williams determined that the dog had been restrained inside a kennel; however, the dog was able to utilize a board that had been placed inside the kennel to escape over the kennel fencing. The board has since been removed and the kennel appears capable of properly restraining the dog. The mailman advised he did not want the dog removed from the City or euthanized. The Police Department has no credible

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

reports of the dog running loose or the dog attacking anyone else. Community Service Officer Williams has been assigned to investigate dog bites occurring within the City for the past 13 years. Officer Williams is certified as an animal control officer by the National Animal Control Association.

Officer Williams advised the owners of the dog that the dog could stay in the City as long as the dog remained properly restrained. Officer Williams has advised the owners of the dog that the animal will be removed from the City if the animal bites another person. City Attorney Joni Keith also recommends the dog be allowed to stay in the City. A neighbor, Tom Johnson, wants the dog removed from the City and is requesting the City Council order the dog removed.

TOM JOHNSON 1422 S. FERRY OTTUMWA ILL.

A. DEC 1 2019

DOG BITES MAIL PERSON. MAIL PERSON IS  
TAKEN TO HOSPITAL FOR STICHES

B. DEC 2 2019

I RECEIVED LETTER FROM OTTUMWA POST OFFICE  
TERMINATING MY HOME DELIVERY MAIL DUE  
TO A DOG ATTACK ON A MAIL PERSON

C. DEC 30 2019

OTTUMWA CITY DANGEROUS ANIMAL ORDINANCE  
STATES "NO PERSON SHALL KEEP OR HARBOR  
A DANGEROUS ANIMAL WHICH HAS DEMONSTRATED  
A PROPENSITY WITHOUT PROVOCATION TO ATTACK  
OR BITE"

THIS DOG HAS ATTACKED, THIS DOG HAS BIT  
A PERSON WITHOUT PROVOCATION, THIS DOG  
IS DANGEROUS.

THIS DOG SHOULD BE REMOVED FROM THE  
CITY

D. AS LONG AS THIS DANGEROUS DOG REMAINS  
ON S. FERRY ST. MY HOME DELIVERY MAIL  
WILL NOT BE DELIVERED. NOT HAVING HOME  
DELIVERY MAIL IS A NAUSANCE TO ME.

REMOVE THIS DANGEROUS NAUSANCE DOG  
FROM THE CITY

2019 DEC 30 AM 10:20

CITY OF  
OTTUMWA



CITY OF  
OTTUMWA

Petition No.: 5064-2019

**Petitioner Information:**

Name: Tom L. Johnson

Address: 1422 S. Ferry

Phone Number: (641) 680-6445  Petition contains the required number of signatures.

Summary of Petition:

Request removal of vicious dog at 1443 S. Ferry.

\*\*\*\*\*

1. Engineering Department  Approve  Deny                      Date Dept. Initials Required

Comments:

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

Comments:

3. Health Department  Approve  Deny                      Date Dept. Initials Required

Comments:

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

TOM L. JOHNSON

1442 S. FERRY

680 6445

FILE

2019 DEC 19 AM 10:13

CITY  
OTTUMWA

DEC 1 2019

SUNDAY PACKAGE MAIL PERSON WAS SEVERELY BITTEN AT HIS MAIL TRUCK BY A DOG FROM HOUSE AT 1443 FERRY ST. MAIL PERSON WAS TAKEN BY AMBULANCE TO HOSPITAL FOR STICHES

DEC 2 2019

RECEIVED LETTER FROM OTTUMWA POST OFFICE SAYING MY POSTAL SERVICE WAS BEING TERMINATED DUE TO DOG BITTING A MAIL PERSON AT 1443 S. FERRY

DEC 12 OR 13 2019

- A. REQUIRED 10 DAY WATCH OF DOG FOR BITE WAS COMPLETE
- B. I DID PERSONALLY TALK TO ANIMAL CONTROL OFFICER AT POLICE STATION. ANIMAL CONTROL OFFICER STATED THAT DUE TO THE SEVERITY OF THE ATTACK DOG WOULD HAVE TO BE PUT DOWN OR REMOVED FROM CITY
- C. ANIMAL CONTROL OFFICER CALLED ME AT HOME TELLING ME THAT BOTH HE AND CITY ATTORNEY DECIDED THE DOG WOULD NOT BITE AGAIN THE BITE HE ESCAPED FROM WAS FIXED. HAD NO REASON TO HAVE DOG REMOVED FROM CITY OR BE PUT DOWN.

DEC 16 2019

TALKED TO CITY MAYOR TOM LAZIO

DEC 18 2019

- A. AGAIN TALKED TO MAYOR WITH CITY ATTORNEY. I WAS TOLD BY CITY LAW THAT A DOG MUST BITE 2 TIMES BEFORE IT HAS TO BE REMOVED FROM CITY
- B. OTTUMWA POST OFFICE WILL NOT RESUME MY HOUSE MAIL DELIVERY UNTIL VICIOUS DOG AT 1443 S. FERRY IS REMOVED

MY PROBLEM IS VICIOUS DOG AT 1443 S. FERRY IS NOT BEING REMOVED BECAUSE IT NEEDS TO BITE A PERSON TWICE BEFORE BEING REMOVED

OTTUMWA IOWA ORDINANCE DANGEROUS ANIMAL 7-61-7-66 IS NOT BEING IMPLEMENTED. IT IS OK FOR A GERMAN SHEPARD TO BITE BUT NOT A PIT BULL

IF OWNER OF BITTING DOG AT 1443 S. FERRY WERE TO MOVE TO ANOTHER LOCATION IN CITY TAKING BITING DOG TO THE NEW LOCATION IS THAT STREET GOING TO BE REFUSED HOME DELIVERY BY POST OFFICE?



December 2, 2019

Postal Customer  
1422 S. Ferry St.  
Ottumwa, IA 52501

Dear Postal Customer,

Due to a recent carrier injury, the postal service is discontinuing mail service to your residence effective immediately. A carrier was injured severely, being viciously attacked by a dog near your residence. We do not mean to cause you undue hardship, but we must keep our carriers as safe as possible. You will be required to obtain a post office box if you wish to receive mail delivery. We will hold your mail at the Ottumwa post office for ten days. It will be returned to sender if a post office box is not obtained, with a change of address on file, by 12/16/2019. Thank you for your understanding.

If you have any questions, please feel free to contact your local Post Office at 641-684-5439.

Sincerely,

A handwritten signature in cursive script that reads "Savannah Close".

Savannah Close  
Postmaster  
616 W. 2<sup>nd</sup> St.  
Ottumwa, IA 52501

\* 6:26-6:28



CITY OF  
OTTUMWA

**Citizen Input Request Form**

11/21/2020  
Council Meeting Date

Name: TOM L. JOHNSON

Address: 1422 S. FERRY OTT

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

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

NOG PROBLEM ON S. FERRY STREET

\*\*\*\*\*

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

FILED

CITY OF OTTUMWA

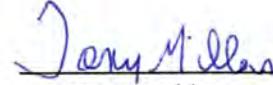
2020 JAN 16 PM 12:43

STAFF SUMMARY

**\*\*Action Item\*\***

CITY OF  
OTTUMWA

Council Meeting of January 21, 2020



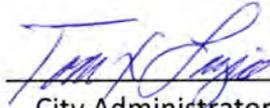
Prepared by

Tony Miller

Department Head

Fire

Department



City Administrator Approval

Agenda Title: Update the Southeast Iowa Response Group (SIRG) 28-E agreement.

Recommendation: Pass and adopt this recommendation.

Discussion: Beginning July 1, 2020 SIRG will be adding Appanoose and Lucas Counties to our Regional haz mat response team. The Counties that we currently provide haz mat emergency response include Clarke, Davis, Decatur, Jefferson, Van Buren, Monroe, Ringgold, Wapello and Wayne.

FILED  
2020 JAN 16 AM 7:57  
CITY  
OTTUMWA

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: January 21, 2020

Alicia Bankson

Prepared By

Department Head

Engineering Department  
Department

City Administrator Approval

AGENDA TITLE: Resolution #8-2020. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2019 Sanitary Utility Access Program.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution #8-2020.

DISCUSSION: This project replaced sanitary utility access in existing sanitary sewer lines and associated patch work. Manholes were replaced at locations that had either limited access points or problem areas prone to plugging causing increased cleaning maintenance.

Change Order #1 increases the contract sum by \$4,683.54 for the increase of pavement removal, replacement and unsuitable fill material.

Original Contract Amount	\$53,800.00
Change Order #1	<u>\$ 6,536.64</u>
New Contract Amount	\$60,336.64
Less Previous Payments	<u>\$44,930.10</u>
Final Amount Due	\$15,406.54

Budgeted Amount: \$50,000 Sewer Fund

RESOLUTION #8-2020

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE 2019 SANITARY UTILITY ACCESS PROGRAM.

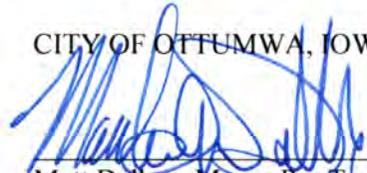
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on May 21, 2019 with DC Concrete and Construction of Douds, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract sum by \$4,683.54 for pavement removal, replacement and unsuitable fill material. The new contract sum is \$60,336.64.

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 2019 Sanitary Utility Access Program is hereby accepted as complete and authorization to make final payment to DC Concrete and Construction of Douds, Iowa in the amount of \$15,406.54 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of January 2020

CITY OF OTTUMWA, IOWA



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

ATTEST:



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



**Section 640  
CHANGE ORDER**

Project: Sanitary Utility Access Program 2019

To Contractor: DC Concrete & Const.

Change Order Number: 1

The Contract is changed as follows:

14-Jan-20

Line Items	Quantity adjustments.	-\$1,698.36
	Removal of Additional MH	\$1,000.00
	Addition Pipe Connections	\$1,600.00
	10" San Repair	\$585.00
	18" San Repair	\$1,000.00
	MH Connection	\$2,250.00
	Unused Material, purchase for inventory	\$1,800.00
	<b>Total:</b>	<b>\$6,536.64</b>

**Base bid amount** \$53,800.00

**NEW PROJECT TOTAL** \$60,336.64

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

The Original Contract Sum was	<u>\$53,800.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$53,800.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$6,536.64</u>
The new Contract Sum including this change order	<u>\$60,336.64</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.

*Phil Burman*  
ENGINEER/  
DIRECTOR OF PUBLIC WORKS

01-14-2020  
DATE

DC Concrete & Const.  
CONTRACTOR

1/14/2020  
DATE

*Budget*  
BY

Co-Owner  
TITLE





FILE

CITY OF OTTUMWA

2020 JAN 16 PM 12:49 Staff Summary

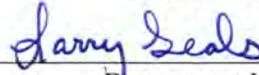
OTT

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

Council Meeting of: January 21, 2020

Alicia Bankson

Prepared By



Department Head

Engineering  
Department



City Administrator Approval

AGENDA TITLE: Resolution #15-2020. Authorizing the Mayor to execute a Pipeline License Contract between BNSF Railway Company and the City of Ottumwa.

\*\*\*\*\*

**\*\*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 #15-2020.

DISCUSSION: Phase VIII, Division 1 Sewer Separation Project requires the installation of one (1) pipeline, 30 inches in diameter inside a 36 inch steel casing to carry sanitary sewer across or along BNSF's rail corridor at or near the station of Ottumwa.

BNSF permits utilities crossings by Pipeline License agreements. We were able to increase the agreement from a 25 year agreement to a 50 year lease agreement. The fee for processing the agreement is \$1,500.00. The Agreement requires the City to provide Railroad Protective Liability Insurance or to participate in BNSF's Railroad Insurance Program at a cost of \$1,266.00. Staff recommends BNSF Insurance.

The License shall continue for a period of fifty (50) years.

\$1,500.00 Contract Fee

\$1,266.00 Railroad Protective Liability Insurance

Source of Funds: TIF/Road Use/Sewer Fund/LOST

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #15-2020

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PIPELINE LICENSE CONTRACT  
BETWEEN BNSF RAILWAY COMPANY AND THE CITY OF OTTUMWA

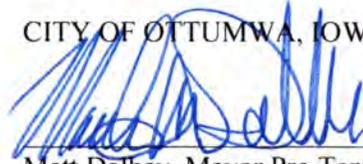
WHEREAS, Phase VIII, Division 1 Sewer Separation Project requires the installation of one (1) pipeline, 30 inches in diameter inside a 36 inch steel casing to carry sanitary sewer across or along BNSF's rail corridor at or near the station of Ottumwa; and

WHEREAS, This resolution will authorize the Mayor to sign the Pipeline License.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is authorized to sign the Pipeline License between the BNSF Railway Company and the City of Ottumwa.

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of January 2020.

CITY OF OTTUMWA, IOWA



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

ATTEST:



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





Jones Lang LaSalle Brokerage, Inc.  
4200 Buckingham Rd., Suite 110  
Fort Worth, Texas 76155  
tel +1 817-230-2600, fax +1 817 306-8265

January 6, 2020

City of Ottumwa, Iowa  
Attention: Mr. Larry Seals  
105 East Third Street  
Ottumwa, IA 52501

19-64474

Dear Mr. Seals:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print one (1) copy, execute, and **return copy with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$1,500.00 payable to BNSF Railway Company which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

**In lieu of providing a separate policy for Railroad Protective Liability Insurance**, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1,266.00 with your check.

**PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.**

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website [www.BNSFcontractor.com](http://www.BNSFcontractor.com) prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

**The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.**

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$1,600.00.

Sincerely,

*Patricia Villegas*

Patricia Villegas  
Permit Manager  
Attachment

## PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective \_\_\_\_\_, 20\_\_ (the "Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **CITY OF OTTUMWA, IOWA** ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

### GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, 30 inches in diameter inside a 36 inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Ottumwa, County of Wapello, State of Iowa, Line Segment 0001, Mile Post 278.60 as shown on the attached Drawing No. 77417, dated December 5, 2019, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of fifty (50) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry sanitary sewer, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

### COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of one thousand five hundred and No/100 Dollars (\$1,500.00) as compensation for the use of the Premises.
7. **Costs and Expenses.**
  - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
  - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare

benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

### **LICENSOR'S RESERVED RIGHTS**

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
- 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
- 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

### **LICENSEE'S OPERATIONS**

11. **Construction and Maintenance of the Pipeline.**
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's Roadmaster, Stephen.Pumphrey@bnsf.com at 424 S Main Street, Burlington, IA 52601, telephone (319) 758-5638, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
12. Boring and Excavation.
- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3<sup>rd</sup> parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided,

however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

## **LIABILITY AND INSURANCE**

### 13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**

- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
  - 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
  - 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
  - 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
  - 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.
- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. **Personal Property Risk of Loss.** ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.
15. **Insurance.** Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:
- 15.1 **Commercial General Liability "CGL" Insurance.**
- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
    - Bodily Injury and Property Damage
    - Personal Injury and Advertising Injury
    - Fire legal liability
    - Products and completed operations
    - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
  - a. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
    - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
    - Waiver of subrogation in favor of and acceptable to Licensor;
    - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
    - Separation of insureds;
    - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
  - b. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
  - c. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.
- 15.2 **Business Automobile Insurance.**
- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
    - Bodily injury and property damage.
    - Any and all vehicles owned, used or hired.
  - a. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
    - Waiver of subrogation in favor of and acceptable to Licensor;
    - Additional insured endorsement in favor of and acceptable to Licensor;
    - Separation of insureds;
    - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- a. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
- Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- Licensee may **elect** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of

subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage.
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.
- 15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.
- 15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

### **COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS**

16. Compliance with Laws, Rules, and Regulations.
- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "[www.BNSFcontractor.com](http://www.BNSFcontractor.com)" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C.

§1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

#### **DISCLAIMER OF WARRANTIES**

18. **No Warranties.**

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. **Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. **Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.**

#### **LIENS AND TAXES**

21. **Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the**

Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

#### **DEFAULT, TERMINATION, AND SURRENDER**

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.

23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.

23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

#### **MISCELLANEOUS**

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. **Assignment.**
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party

(a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

- 26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.
27. **Notices.** Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- If to Licensor: Jones Lang LaSalle Brokerage, Inc.  
4200 Buckingham Road, Suite 110  
Fort Worth, TX 76155  
Attn: Permits/Licenses
- with a copy to: BNSF Railway Company  
2301 Lou Menk Dr., GOB 3-W  
Fort Worth, TX 76131  
Attn: Senior Manager Real Estate
- If to Licensee: City of Ottumwa, Iowa  
105 East Third Street  
Ottumwa, IA 52501
28. **Survival.** Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.
29. **Recordation.** It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. **Applicable Law.** All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. **Severability.** To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

**END OF PAGE – SIGNATURE PAGE FOLLOWS**

This License has been duly executed by the parties hereto as of the Effective Date.

**LICENSOR:**

**BNSF Railway Company**, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.  
4200 Buckingham Road, Suite 110  
Fort Worth, TX 76155

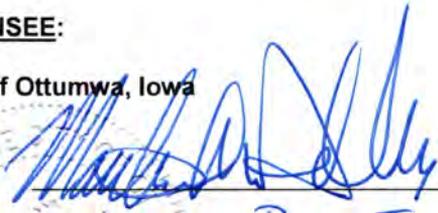
By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

City of Ottumwa, Iowa

By:  \_\_\_\_\_ Matt Dalbey

Title: Mayor Pro Tem

Date: January 21, 2020

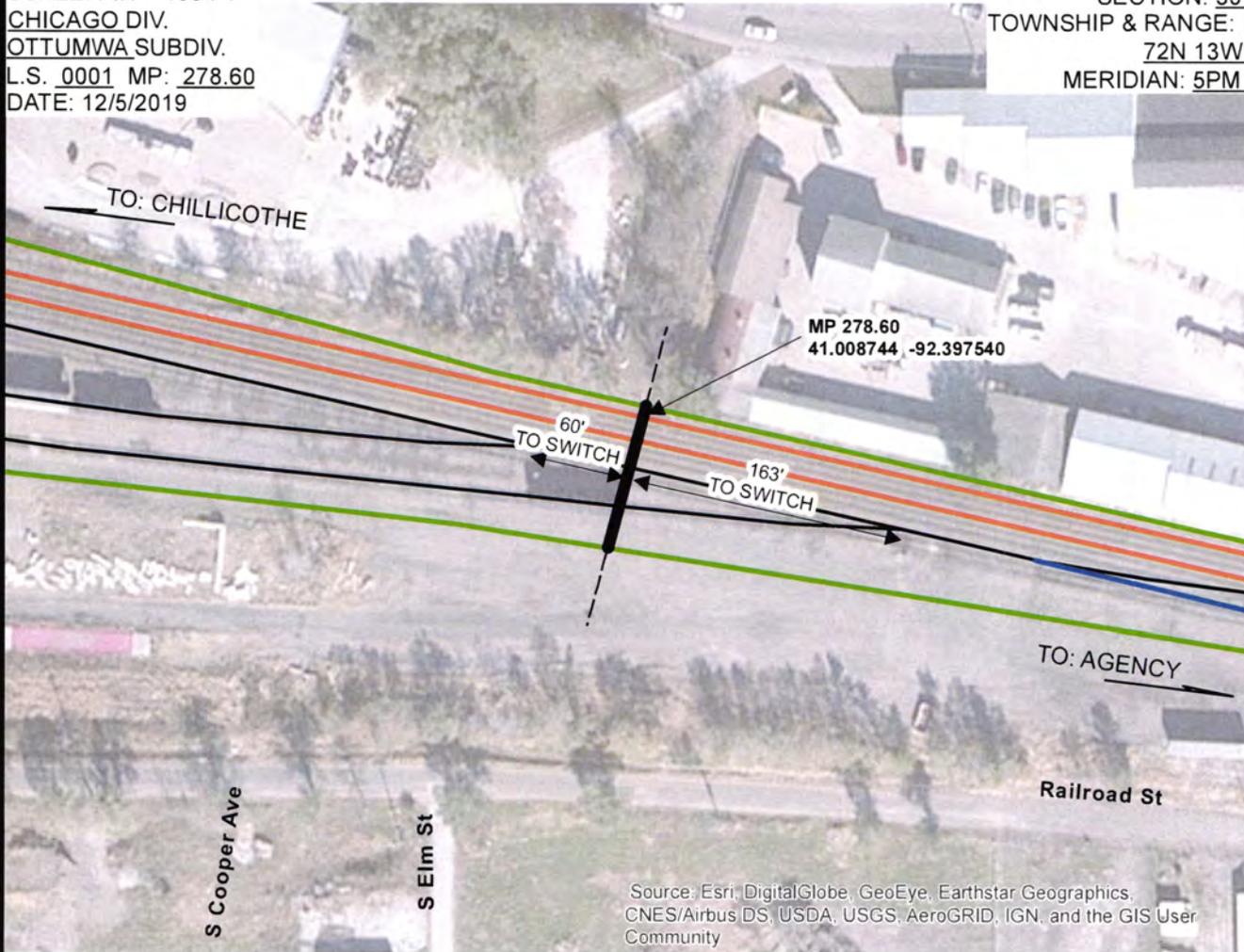
**EXHIBIT "A"**  
 ATTACHED TO CONTRACT BETWEEN  
**BNSF RAILWAY COMPANY**  
 AND



**CITY OF OTTUMWA IOWA**

SCALE: 1 IN = 100 FT  
 CHICAGO DIV.  
 OTTUMWA SUBDIV.  
 L.S. 0001 MP: 278.60  
 DATE: 12/5/2019

SECTION: 30  
 TOWNSHIP & RANGE:  
 72N 13W  
 MERIDIAN: 5PM



DESCRIPTION OF PIPELINE  
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	30"	36"	LENGTH ON R/W:	85'	85'
CONTENTS:	SANITARY SEWER		WORKING PRESSURE:	-	
PIPE MATERIAL:	DIP	STEEL	BURY: BASE/RAIL TO TOP OF CASING	10'	
SPECIFICATIONS / GRADE:	AWWA C151	ASTM A252 GR2	BURY: NATURAL GROUND	6'	
WALL THICKNESS:	-	0.469"	BURY: ROADWAY DITCHES	6'	
COATING:	BIT.ASPHALT	BIT.ASPHALT	CATHODIC PROTECTION	-	

VENTS: NUMBER \_\_\_ SIZE \_\_\_ HEIGHT OF VENT ABOVE GROUND \_\_\_  
 NOTE: CASING TO BE JACKED OR DRY BORED ONLY

OTTUMWA  
 COUNTY OF WAPELLO

STATE OF IA

TR

FILED  
2020 JAN 16 AM 7:57  
CITY OF OTTUMWA

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

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

Council Meeting of: Jan 21, 2020

Jody Gates 

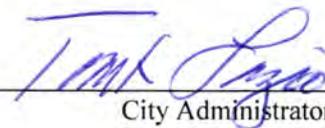
Prepared By

Kevin C Flanagan

Department Head

Health & Inspections

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 17 - 2020, a resolution removing a special assessment applied to a vacant lot on North McPherson, on Resolution No. 5 - 2008 and rescinding Resolution No. 2 - 2020

\*\*\*\*\*

**\*\*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. 17 - 2020

DISCUSSION:

The vacant lot on North McPherson, parcel number 007413500016000, had two special mowing assessments, one from 2008 and one from 2018. The 2018 special assessment was paid but the one from 2008 was not. It is the assessment from 2008 that needs to be removed before the tax certificate is assigned to the neighbor. The 2008 mowing assessment was in the amount of \$173.00 plus the county's \$5.00 administrative fee. The original assessment has since accrued penalties of \$353.00.

Source of Funds: 001-3-340-6499

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 17 - 2020

A RESOLUTION REMOVING A SPECIAL ASSESSMENT APPLIED TO A VACANT LOT ON NORTH MCPHERSON, PARCEL NUMBER 007413500016000 ON RESOLUTION NO. 5 – 2008 AND RESCINDING RESOLUTION NO. 2 -2020

WHEREAS, the City of Ottumwa mowed grass and weeds on the above referenced property parcel in 2008; and

WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax; and

WHEREAS, the City assessed \$173.00 in mowing fees on Resolution No. 5 – 2008 and has accrued penalty in the amount of \$353.00 plus a \$5.00 county administration fee; and

WHEREAS, the property taxes against the above referenced property have not been paid in many years; and

WHEREAS, Wapello County holds the tax certificate for the above referenced property; and

WHEREAS, Wapello County received a request from Aaron Barnett to purchase the above referenced property if the special assessment is removed; and

WHEREAS, the City Council previously removed a special weed mowing assessment from Resolution No. 284 – 2018, which had in fact been paid prior, thereby necessitating rescinding the resolution causing this action; and

WHEREAS, it is still in the best interest of the City to remove the special assessment so that the property may be transferred to a new owner who will maintain the lot.

NOW, THEREFORE BE IT RESOLVED THAT the special assessment for the vacant lot on N. McPherson, Parcel No. 0074135000160000, in the amount of \$173.00 plus penalty and administration fees be removed from Resolution No. 5 – 2008.

Passed and adopted this 21<sup>st</sup> day of January 2020.

ATTEST:

  
  
Christina Reinhard, City Clerk

City of Ottumwa, Iowa

  
Matt Dalbey, Mayor Pro Tem

## Jerry Parker

---

**From:** A. Barnett <abarnett641@gmail.com>  
**Sent:** Sunday, November 3, 2019 11:34 AM  
**To:** Jerry Parker  
**Subject:** Parcel 007413500016000  
**Attachments:** map.jpg

Supervisor Parker,

This empty lot connected to mine has been maintained by the city, the owner lives in St. Louis, Mo. and has not payed taxes since 1995. I talked to Laurie Fountain a while ago and she suggested I talked to you and ask for an Assignment of tax sale certificate. I'm not willing to pay the thousands that are owed on it. But I will offer the two hundred and fifty dollars that the city sells lots for when they are connected to a persons property. I'll take it over, maintain it, cut down all the trees but the giant oak tree and start paying taxes on it every year. But only for \$250,00 anything more than that and the city can keep taking care of it and continue to not receive taxes for it. I've highlighted the lot on the map attached. It is behind my property where I live.

Thank you  
Aaron Barnett  
1206 W Highland Ave.  
Ottumwa, Iowa

*AAKON BARNETT #19 + #20*



Overview



Legend

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

Parcel ID	007413500016000	Alternate ID	n/a	Owner Address	Kerkove, Richard A/Jolene K
Sec/Twp/Rng	0-0-0	Class	R		7 Chartres Court
Property Address		Acreage	n/a		Lake St Louis, MO 63367-
District	OTTUMWA CITY/OTTUMWA SCH				
Brief Tax Description	HIGHLAND PARK ADD. LOT 18 (LOT ON MC PHERSON)				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 12/10/2019  
Last Data Uploaded: 12/10/2019 6:10:13 AM

Developed by Schneider  
GEOSPATIAL

FILED

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

RECEIVED JAN 21 12:43  
OTTUMWA, IA

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

Council Meeting of: Jan 21, 2020

Planning & Development  
Department

Peggy Eskew

Prepared By

Kevin Flanagan

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 18-2020. A Resolution approving applications for residential and commercial tax abatement under the Urban Revitalization Plan, subject to review the local assessor.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and Adopt Resolution No. 18-2020

DISCUSSION: This resolution approves 6 residential and 2 commercial tax abatement applications subject to review by the local assessor. There were 5 homes new in the city that applied for tax abatement assistance. The other applicants made improvements to their existing properties.

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

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 18-2020

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

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

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

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

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

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

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

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

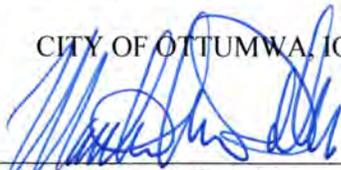
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:

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

PASSED, APPROVED AND ADOPTED this 21st day of January 2020.

CITY OF OTTUMWA, IOWA

By:

  
Matt Dalbey, Mayor Pro Tem

ATTEST:

  
Chris Reinhard, City Clerk

Exhibit A Tax Abatement 2019

Application	Project	Property owners	Address	Cost of Improvements
2019-1	New truck shop - 5 year sliding	Michael and Janice McDonough Rev Trust	230 Osage	\$ 100,000
2019-2	New Home - 3 years at 100%	Richard and Linda Gaumer	23 Weaver Drive	\$ 340,000
2019-3	Remodeling - 3 years at 100%	Mick and Denisa Oleary	219 W. Woodland	\$ 12,000
2019-4	Remodeling - 3 years at 100%	Michael and Peggy Leege	735 S. Webster	\$ 34,000
2019-5	Remodeling - 5 year sliding	WD & D LLC	1207 N. Jefferson	\$ 1,600,000
2019-6	New garage - 3 year abatement	Michael & Lisa Den Hartog	1916 Hickory	\$ 27,000
2019-7	Remodel - 3 year abatement	Richard and Kelly Schlotter	576 Crestview	\$ 125,000
2019-8	New garage - 3 year abatement	Steven Garrett & Teresa Keck	2442 N. Court	\$ 30,000
				\$ 2,238,000

General Improvements - 3  
 New Homes - 1  
 New garage - 2

Commercial Improvements - 2

FILED

2020 JAN 17 AM 11:54

CITY OF OTTUMWA

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

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

Council Meeting of: Jan 21, 2020

Administration  
Department

Tom Lazio  
Prepared By  
Tom Lazio  
Department Head

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

AGENDA TITLE: Resolution No. 19-2020, Continue operations at Ottumwa Transit with a fixed route system in the City of Ottumwa.

\*\*\*\*\*

RECOMMENDATION: Pass and adopt Resolution No. 19-2020.

DISCUSSION: It is the recommendation of the Administrative Team of the City not to accept the offer of 10/15 to operate the City's transit system.

The City staff met with the IDOT and 10/15 to discuss the transit system in Ottumwa. The IDOT basically said that the two groups should meet and work out a memorandum of understanding to be in compliance and not duplicate the services in the community. A meeting was held but no agreement was reached. Shortly thereafter, 10/15 presented the Council with an offer to take over our city service. Administrator Lazio told 10/15 that he wanted the Council to review the offer and that he would get back to Mr. Allison after the Council had a chance to consider all the facts of the case.

The OTA presented their operation and information to the City Council at a Special meeting on January 14, 2020. In addition there were citizens who offered personal experiences with the OTA and 10/15. There was good information about the cost of rides, convenience of the service, numbers of riders and the need to offer more flexibility in the schedule. Based on the information presented and the recommendation of staff, we recommend that the City continue to offer a fixed route in the City. The OTA is working on lowering the tax levy for the OTA and doesn't want to give up the levy or control of the system in the City. OTA is open to working with 10/15 to improve the delivery of services in Ottumwa, but will expect 10/15 to stop competing for daily ridership.

Source of Funds: West Gate TIF

Budgeted Item:  Budget Amendment Needed: No

RESOLUTION NO. 19-2020

RESOLUTION TO CONTINUE OPERATIONS AT OTTUMWA TRANSIT WITH A FIXED ROUTE  
SYSTEM IN THE CITY OF OTTUMWA

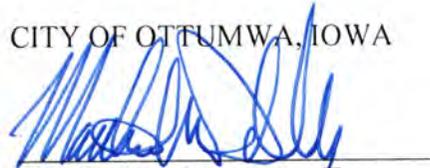
WHEREAS, The City of Ottumwa, Iowa operates the Ottumwa Transit Authority; and,

WHEREAS, The Ottumwa Transit Authority operates a fixed route within the City of Ottumwa.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA,  
IOWA, THAT THIS CONTINUANCE OF A FIXED ROUTE SYSTEM OFFERED BY OTTUMWA  
TRANSIT BE PASSED AND ADOPTED.

PASSED AND ADOPTED this 21<sup>st</sup> day of January, 2020.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



6:43-644



CITY OF  
OTTUMWA

**Citizen Input Request Form**

1-21-2020

Council Meeting Date

Name: VITTORIA CENTRA

Address: 201 W. WOODLAND

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

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

10-15 SERVICE

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

\*\*\*\*\*

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