

****AMENDED AGENDA
OTTUMWA CITY COUNCIL**

REGULAR MEETING NO. 35
Council Chambers, City Hall

November 17, 2020
5:30 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through December 10, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on December 10, 2020; mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following requirements: social distancing: the gathering organizer must ensure at least six feet of physical distance between each group or individual attending alone and implement reasonable measures under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 33 on November 3, 2020 as presented.
2. Recommend re-appointment of Ryan Mitchell to the Zoning Board of Adjustment, term to expire 12/12/2025.
3. Approve the Grant Application for the Fitness Court as approved through the Ottumwa Parks Advisory Board on November 10, 2020.
4. Accepting the work as final and complete and approving the final pay request for the 2020 RFP, Elm Street Pad Extension Project.
5. Beer and/or liquor applications for: Godfrey's Ale House, 2513 Northgate; Uncle Buck's Bar & Grill, 518 Church Street; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Andy Wartenberg – CVB Update
- ** 2. Mark J Becker & Associates Consultant update – Retiree Post-65 Insurance

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. Purchase the required equipment to update the Knox Box system which is a secure keyless entry system utilized by the Fire Department when entering buildings after hours.

RECOMMENDATION: Approve the purchase in the amount of \$6,819 to update the Knox Box system for the Fire Department.

G. PUBLIC HEARING:

H. RESOLUTIONS:

1. Resolution No. 238-2020, removing a special assessment applied to vacant lot 1033 W. Second; Parcel Number 007413510017000 on Resolution No. 284-2018.

RECOMMENDATION: Pass and adopt Resolution No. 238-2020.

2. Resolution No. 239-2020, authorizing the Mayor to sign a contract between the FAA and the City of Ottumwa to start the process of receiving a grant to do repairs on runway 4/22 and parallel taxi at the Ottumwa Regional Airport..

RECOMMENDATION: Pass and adopt Resolution No. 239-2020.

3. Resolution No. 240-2020, setting the date of a public hearing on the annexation of certain land to the City of Ottumwa, Iowa, and accepting an application for voluntary annexation of certain land to the City of Ottumwa and providing for notice of certain City Council action.

RECOMMENDATION: Pass and adopt Resolution No. 240-2020.

4. Resolution No. 242-2020, approving the Professional Services Agreement for Engineering Services between JEO Consulting Group and the City of Ottumwa for the Green Street Storm Sewer Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 242-2020.

5. Resolution No. 243-2020, approving the Second Amendment to Professional Services Agreement between the City of Ottumwa and Veenstra & Kim, Inc. to add design engineering services for CSO Blake's Branch, Phase 8, Division 1 Project.

RECOMMENDATION: Pass and adopt Resolution No. 243-2020.

I. ORDINANCES:

1. Ordinance No. 3178-2020, vacating three parcels of land located within Wildwood Park in Ottumwa, Wapello County, Iowa.

RECOMMENDATION: A. Pass the first Consideration of Ordinance No. 3178-2020.
B. Waive the second and third considerations, pass and adopt Ordinance No. 3178-2020.

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

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City Clerk's Office at (641) 683-0621 at least one (1) business day prior to the scheduled meeting to request an accommodation. ***

** AMENDED – added Item D-2, Mark J Becker & Associates Consultant update – Retiree Post-65 Insurance to the Agenda.



[CITY OF]
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FAX COVER SHEET

City of Ottumwa

DATE: 11/16/2020 TIME: 10:15 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Amended Agenda for the Regular City Council Meeting #35 to be held on
11/17/2020 at 5:30 P.M. Added Item D-2.

*** FAX MULTI TX REPORT ***

JOB NO. 2797
DEPT. ID 4717
PGS. 4
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TRANSACTION OK 916606271885
ERROR 96847834
916416828482

KTVO
Ottumwa Courier
Tom FM



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TENTATIVE AGENDA
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REGULAR MEETING NO. 35
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OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 33
Council Chambers, City Hall

November 3, 2020
5:30 O'Clock P.M.

The meeting convened at 5:31 P.M.

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

Roe moved, seconded by Meyers to approve the following consent agenda: Mins from Reg. Mtg. No. 31 on Oct. 20, 2020 and Special Mtg. No. 32 on Oct. 27, 2020 as presented; Ack. Sept. financial stmt. and pymt. of bills as submitted by the Finance Dept.; Proclamation of Nov. 28, 2020 as Small Business Saturday; Approve the appointment of Keelie Johnson to the position of Clerk in the Bldg./Code Enforcement Dept. (formerly Hlth and Inspections) effective Nov. 19, 2020; Civil Service Commission Eligibility Lists for Oct. 28, 2020: WPCF – Operator Entrance and Police Officer Entrance; Cigarette Permit Application for: Amanuel Hookah Bar (107 N. Market); Beer and/or liquor applications for: Mexico Lindo, 530 W. Second St.; Stop & Go Drive-Thru & Deli, 516 S. Madison; all applications pending final inspections. Motion carried 4-0 vote. Council Member Stevens was absent.

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

City Admin. Rath introduced Attorney Kristine Stone from Ahlers & Cooney. Attorney Stone along with Maria Brownell and Jenna Bishop will be our points of contact with Ahlers & Cooney for general legal services.

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

Meyers moved, seconded by Roe to approve/authorize the IT Mgr. and Finance Dir. to proceed with issuing RFP's for a replacement phone system for the City of Ottumwa. Motion carried 4-0 vote. Council Member Stevens was absent.

Roe moved, seconded by Berg to approve the purchase of an 18" and 42" in line check valve from Onyx Valve total cost including est. shipping of \$14,750 for the WPCF. Motion carried 4-0 vote. Council Member Stevens was absent.

Dalbey moved, seconded by Meyers to approve the re-tubing of 63 tubes on the No. 2 digester heat exchanger from Capital City Boiler for a cost of \$8,778 for the WPCF. Motion carried 4-0 vote. Council Member Stevens was absent.

Roe moved, seconded by Berg that Res. No. 234-2020, auth. the Mayor to execute IA DOT Precon. Agt. No. 2021-9-051, for the bridge deck overlay on E. Main St. over US Hwy 34, be passed and adopted. Motion carried 4-0 vote. Council Member Stevens was absent.

Meyers moved, seconded by Roe that Res. No. 235-2020, accepting the work as final and complete and approving the Final Pay Request for the WPCF-Clarifier Repaint Project, be passed and adopted. PW Dir. Seals reported final contract amt. \$59,600. Motion carried 4-0 vote. Council Member Stevens was absent.

Dalbey moved, seconded by Berg that Res. No. 236-2020, accepting the work as final and complete and approving the Final Pay Request for the WPCF-Primary Clarifier Valve Replacement Project, be passed and adopted. PW Dir. Seals reported final contract amt. \$87,078. Motion carried 4-0 vote. Council Member Stevens was absent.

Roe moved, seconded by Berg that Res. No. 237-2020, approve the purchase of 30 duckbill check valves for the WPCF effluent diffuser, from Dorner Comp. of Sussex, WI, for a total price \$28,220, be passed and adopted. PW Dir. Seals reported a contract will be let to install valves; valves will have a 1 yr. warranty and life expectancy of 20-25 yrs. Motion carried 4-0 vote. Council Member Stevens was absent.

Roe moved, seconded by Meyers to pass the first consid. of Ord. No. 3177-2020, changing the name of the Health Dept. to Bldg. and Code Enforcement Dept. by amending the Muni Code of the City of Ottumwa, IA, by amending sections 2-80, 7-8, 13-3, 15-4, 20-5, 22 ½ -62, 24 ½ - 3, 24 ½ - 10 and 36-8 as set forth hereafter. City Planner Simonson reported this Ord. changes the name from Health Dept. to Bldg. and Code Enforcement Dept. throughout the City Code. Motion carried 4-0 vote. Council Member Stevens was absent.

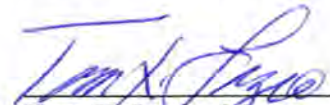
Dalbey moved, seconded by Berg to waive the second and third considerations, pass and adopt Ord. No. 3177-2020. Motion carried 4-0 vote. Council Member Stevens was absent.

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

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

Adjournment was at 5:55 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk





November 17, 2020

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointment to the Zoning Board of Adjustment, term to expire 12/12/2025.

Ryan Mitchell
110 E. Third

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 17, 2020

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

GR
City Administrator Approval

AGENDA TITLE: **Grant Application for the Fitness Court**

Public hearing required if this box is checked.

RECOMMENDATION: **Approve the Grant Application for the Fitness Court**

DISCUSSION: The Ottumwa Arts Council has requested permission to submit a grant application for the purpose of securing funding for the construction of a fitness court in Sycamore Park. The court will feature public art by Keith Haring. This project was approved by the Ottumwa Parks Advisory Board at their meeting on November 10, 2020. Supporting documentation is attached.

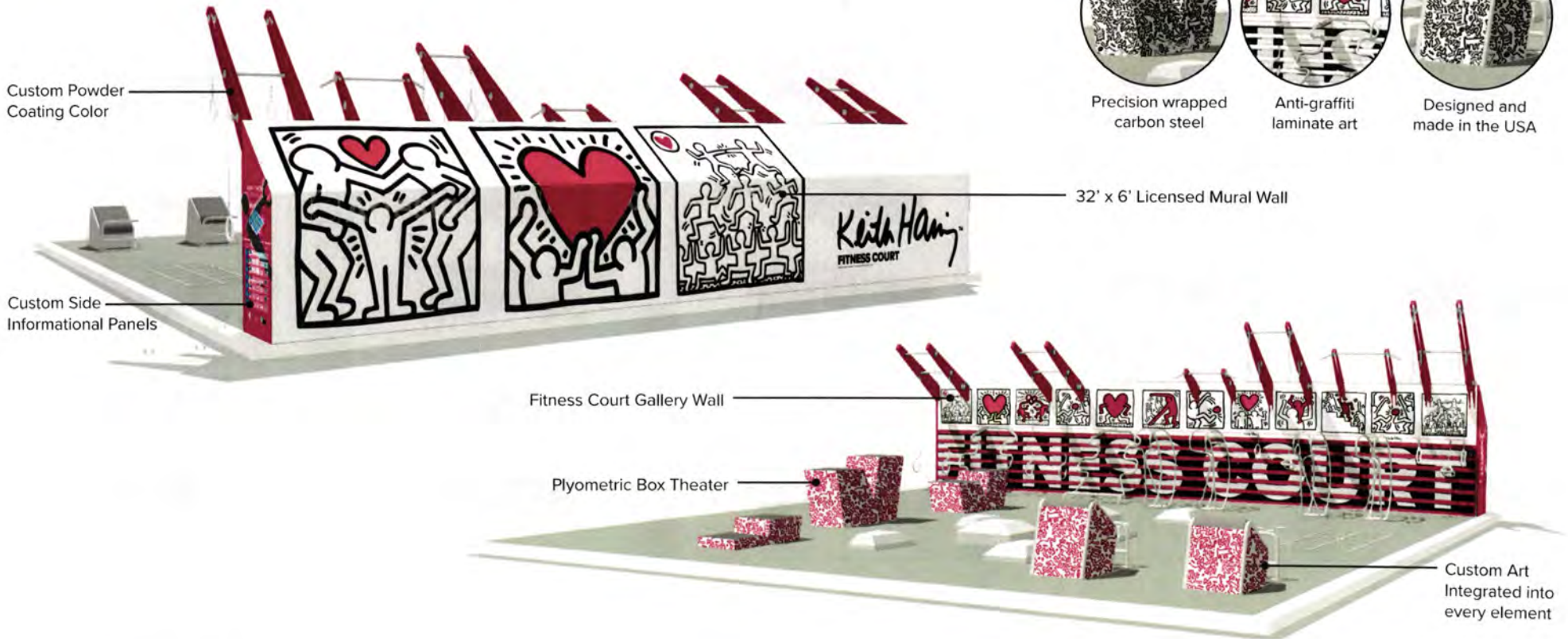
Source of Funds: Grant

Budgeted Item: Budget Amendment Needed:

INVITE ONLY EXCLUSIVE | LIMITED EDITION FOR TEN CITIES

SIGNATURE SERIES FEATURES

Keith Haring Fitness Court®



FITNESS COURT
Signature Series

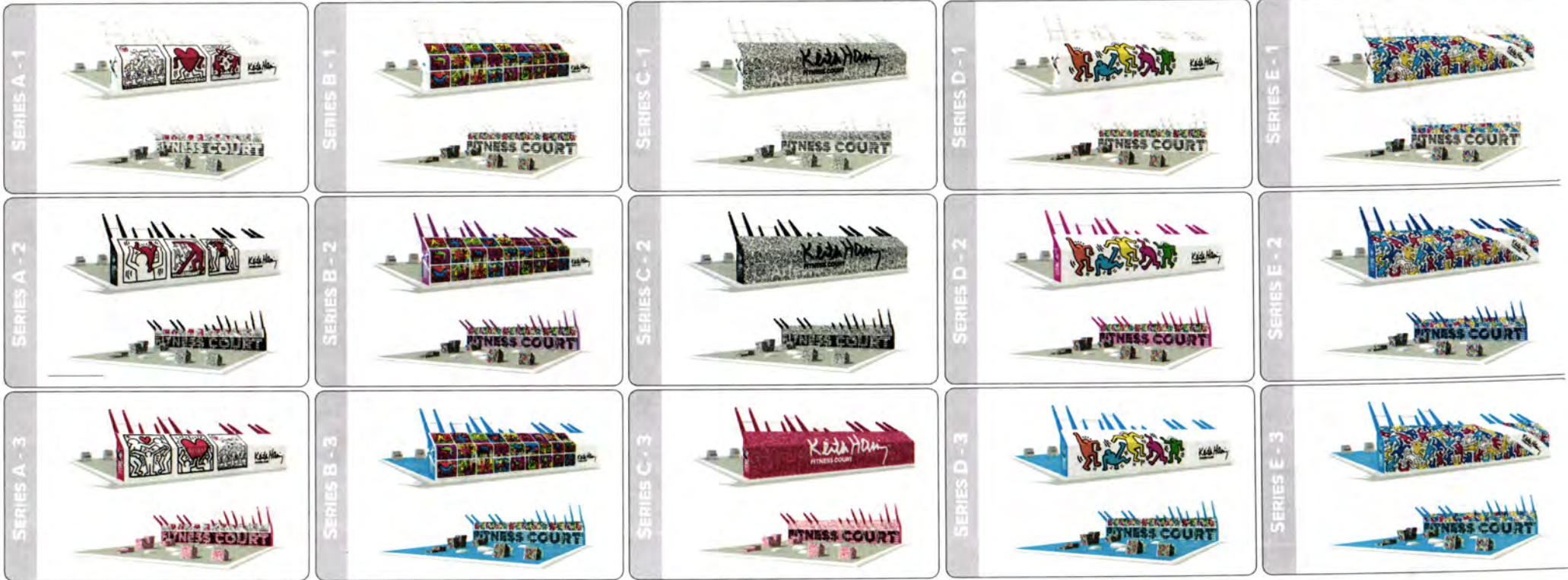
INVITE ONLY EXCLUSIVE | LIMITED EDITION FOR TEN CITIES

2021 SIGNATURE SERIES

Keith Haring Fitness Court® Series



NFC Signature Series | Limited Edition For Ten Cities In 2021



Keith Haring™

38x38 x 4 inches

FUNDING PER LOCATION

REQUIRED PROGRAM FUNDING

Ottumwa, IA



KEITH HARING FOUNDATION +  + NATIONAL FITNESS CAMPAIGN FITNESS COURT

Keith Haring Fitness Court
Turn Key Install & Campaign Services

\$200,000 + Concrete Slab

INCLUDED SERVICES



1 of 10 Keith Haring
Licensed Fitness Court

5 Year Art Lease

Limited 1 per State



Custom Powder Coating

Full Wrap Graphics

Limited Edition Plyo Box &
Bend Station Wraps



Turn Key Installation

EIS Factory Install

Graphics Installation



Campaign Services,
Promotions of Partnership,
Sponsor Support



Concrete Slab Not Included

NATIONAL FITNESS CAMPAIGN

CAMPAIGN NETWORK

Growing Network of Partners & Sponsors Nationwide



Join Over 500 Partners & Sponsors Nationwide

The new campaign is now operating in over 100 cities and colleges across the Nation. By the end of 2020, the program will be thriving in over 200 communities across 40 states. The Campaign's unique funding model brings partnerships and funding to cities and schools of all sizes.



QUALIFY YOUR SITE FOR FUNDING

SITE SELECTIONS

Ottumwa, IA



1 Iconic Sites

Visibility plays a key role in bringing power and excitement to the Fitness Court.



2 Accessibility

To support the campaigns' initiative of world class free fitness for all, the Fitness Court should be placed in a publicly accessible area.



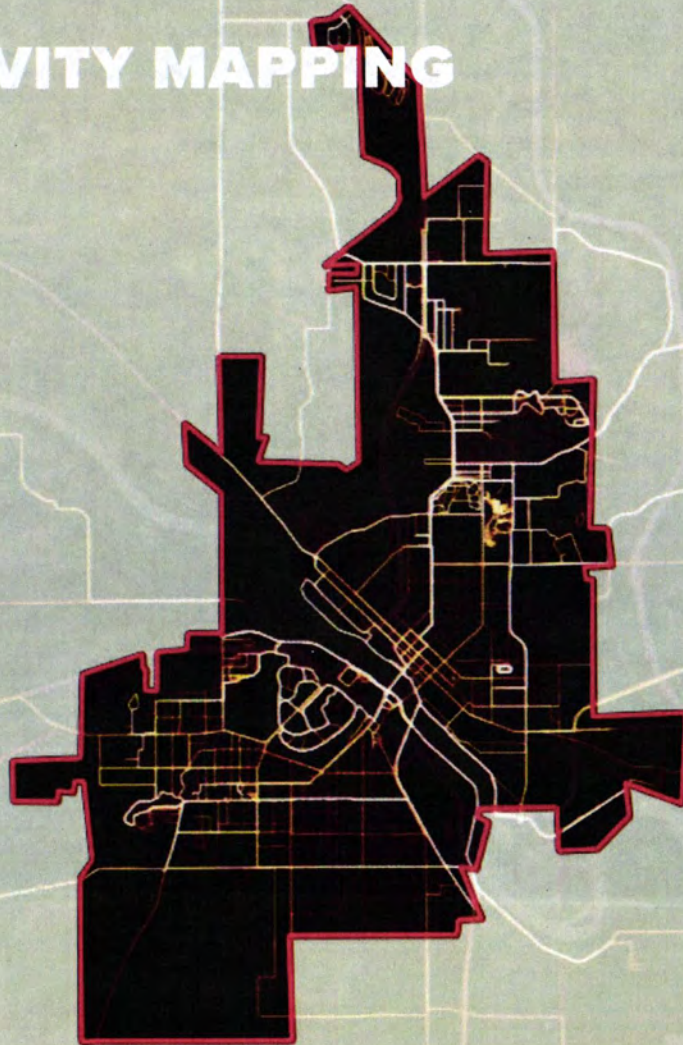
3 Connectivity

The Fitness Court is designed as a piece of healthy infrastructure that pairs with city parks, trails and pedestrian infrastructure.

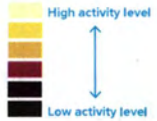
NATIONAL FITNESS CAMPAIGN'S

PEDESTRIAN ACTIVITY MAPPING

2020 Aggregated Anonymous Data Set



LEGEND



24,550

OTTUMWA, IOWA POPULATION

NATIONAL FITNESS CAMPAIGN

CAMPAIGN NETWORK

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500+

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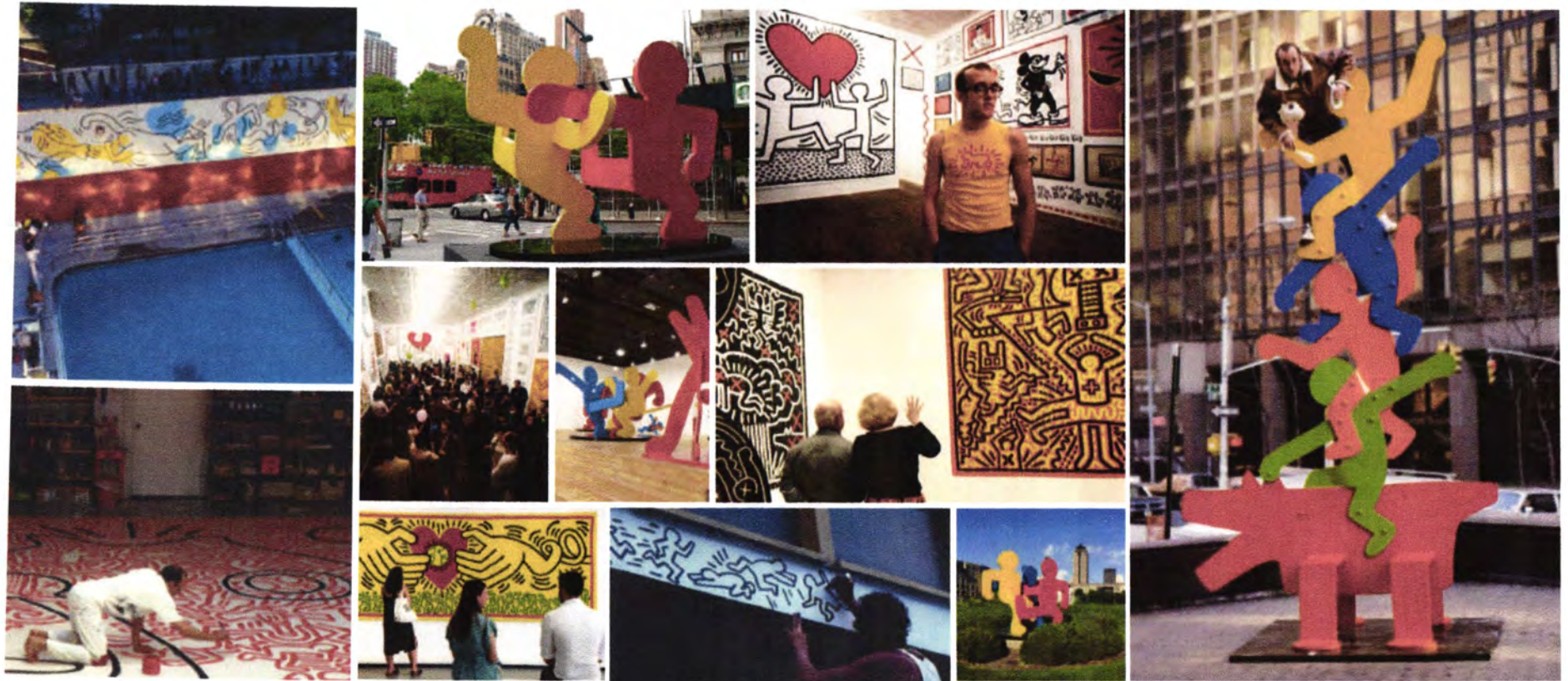




KEITH HARING

(May 4, 1958 – February 16, 1990)

Keith Haring was an American artist whose pop art and graffiti-like work grew out of the New York City street culture of the 1980s. Once public recognition grew, he created larger scale works, such as colorful murals, many of them commissioned. His imagery has "become a widely recognized visual language", and Haring remains one of the most collected artists in American history.



CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILED
2020 NOV 13 AM 8:20

Council Meeting of: November 17, 2020

Engineering Department
Department

Phillip Burgmeier
Prepared By
Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Accepting the work as final and complete and approving the Final Pay Request for the 2020 RFP, Elm Street Pad Extension Project.

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

RECOMMENDATION: Accept the work and approve final payment.

DISCUSSION: The Elm Street Pump Station includes a 25' diameter tank designed to separate heavier particles from the sewage stream. When this chamber is cleaned the sand and other grit is stored on a concrete pad adjacent to the tank. The Sewer Department's Vac-Truck also empties its contents on the pad. This project expanded the pad to allow for more storage and added a retaining wall and curbs to prevent sewage from running onto the ground.

Christy Construction of Ottumwa, Iowa has completed the above referenced work according to the plans and specifications. This will authorize approval of the final payment releasing all retainage.

Original Contract Amount	\$20,941.48
Change Orders	\$0.00
Less Previous Payments	<u>\$19,894.41</u>
 Final Amount Due	 \$1,047.07

Source of Funds: Sewer Fund Balance

Budgeted Item: Yes

Budget Amendment Needed: Yes

**SECTION 630
 PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa PROJECT: WPCF Elm Street Pad PAY REQUEST NO. 2
 FROM CONTRACTOR: Christy Construction PAY PERIOD: 20-Oct-20 Final

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application for payment is made as follows:

1. Original Contract Sum	\$20,941.48
2. Net change by Change Orders	\$0.00
3. Contract Sum to Date (Line 1 ± Line 2)	\$20,941.48
4. Total Completed and Stored to Date	\$20,941.48
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$20,941.48
7. Less Previous Payments	\$19,894.41
8. Current Payment Due	\$1,047.07

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

CONTRACTOR: Christy Construction DATE: 10-27-2020
 BY: [Signature] TITLE: owner

ENGINEER'S CERTIFICATE FOR PAYMENT

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

[Signature] AMOUNT CERTIFIED: \$1,047.07
 ENGINEER/DIRECTOR OF PUBLIC WORKS DATE: 11-02-2020

PAYMENT AUTHORIZATION

610	8-815	6799	\$1,047.07
Larry Sead			11-3-20
DATE			DATE

WPCF Elm Street Pad									
2									
10/20/2020									
Christy Construction									
AS BUILT									
QUANTITY									
% OF									
ITEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	CONTRACT
1	Concrete Removal	LF	66	\$57.22	\$3,776.52	66	\$3,776.52	\$0.00	100.00%
2	7" PCC SLAB	SY	126	\$80.96	\$10,200.96	126	\$10,200.96	\$0.00	100.00%
3	Retaining Wall	LF	40	\$174.10	\$6,964.00	40	\$6,964.00	\$0.00	100.00%
					TOTAL	\$20,941.48			
					ASBUILT TOTAL	\$20,941.48		\$0.00	

Greater Ottumwa Convention and Visitors Bureau November, 2020 UPDATE



CAMPAIGN 1 – HOMETOWN HEROES

HOMETOWN
HEROES



HOMETOWN
HEROES



HOMETOWN
HEROES



OTTUMWA
YMCA &
BRIDGE VII
CENTER

GreaterOttumwaCVB.org



BLESSINGS
SOUP
KITCHEN

GreaterOttumwa.org



WAPELLO
COUNTY
EMERGENCY
MANAGEMENT
AGENCY

GreaterOttumwaCVB.org

CAMPAIGN 2 – WE MISS YOU SEE YOU SOON

O!
SOUTHEAST IOWA - GREAT PLACES, OPEN SPACES



We miss you.
See you soon.
Ottumwa, Iowa

Greaterottumwacvb.org

O!
THE SIDE STREET OVERIES



We miss you.
See you soon.
Ottumwa, Iowa

Greaterottumwacvb.org



O!
THE FOOD



We miss you.
See you soon.
Ottumwa, Iowa

Greaterottumwacvb.org



CAMPAIGN 3 – WELCOME BACK TO OTTUMWA

3 MONTH CAMPAIGN - KEY MESSAGING POINTS:

- **Ease of Travel - No Airplanes**
- **Great Places - Open Spaces**
- **Safe-Stay Measures**
- **Stay-cations**
- **Affordability**

 **Greater Ottumwa Convention + Visitors Bureau**
Published by ottumwacvb@gmail.com
August 6 at 8:00 AM

Whether you're in the water kayaking or boating, or you're at your favorite fishing hole waiting for the big one to strike, the Des Moines River has all kinds of adventures ready for you. Even if you're not willing to divulge your best fishing spots, use the comments below to tell us your biggest fish stories from your time on the river in Ottumwa. Or tell us the most scenic part of the river you discovered in your kayak. Bonus points if you add a picture!



 **Greater Ottumwa Convention + Visitors Bureau**
Published by ottumwacvb@gmail.com
July 27 at 8:33 AM

Jump in the car - We're not that far!

We're so close, you can reach out and touch us ... figuratively and with proper social distancing, of course! Nestled in beautiful Southern Iowa along the Des Moines River, you don't have to travel far to enjoy a road trip to Ottumwa. Located just 90 miles southeast of Des Moines, the picturesque drive is just as wonderful as all the attractions, events and shopping you can enjoy while you're here. Get in touch with the Greater Ottumwa Convention & Visitors Bureau and let us help you plan your trip today.

Like this post and tag someone who needs a nearby road trip right about now.

@Beachottumwa @mainstreetottumwa @cityofottumwa



CAMPAIGN 4 – REDISCOVER FUN IN OTTUMWA

Greater Ottumwa Convention + Visitors Bureau
Published by ottumwacvb@gmail.com
August 31 at 8:00 AM

Real Iowans eat Canteens!

Whether this is your first time enjoying Ottumwa's iconic loose-meat sandwich or you grew up eating them at the world-famous Canteen Lunch in the Alley, Canteens will always be served with a smile by the ladies you know and love.

Owner Scott Pierce says it's the nostalgia and the history in the building that keeps people coming back – you feel it the moment you walk in the door.

What is your favorite Canteen memory of all time? Share it in the comments below.



...

Greater Ottumwa Convention + Visitors Bureau
Published by ottumwacvb@gmail.com
September 18 at 8:00 AM

Rediscover Fun at the Antique Airfield!

The Antique Airfield celebrated its 50th anniversary at this year's AAA/APM Invitational Fly-In over Labor Day Weekend. More than 270 planes from 25 states took their turn on the Airfield runway, filling the Ottumwa skies with antiques for several days.

Included were antique aircraft dating back to the 1920s, classics, warbirds, neo-classics and hand-built aircraft. Pilots and their families were able to tour the Air Power Museum, check out the expansion work being done on the Gone West Memorial and see the updates to the Adkisson Hangar.

Has your family been to the Air Power Museum or attended the AAA/APM Fly-In? Share your favorite memories with us in the comments below.



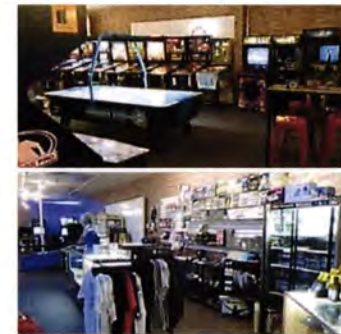
...

Greater Ottumwa Convention + Visitors Bureau
Published by ottumwacvb@gmail.com
September 9 at 8:00 AM

Become part of video game history by going for a high score at Ottumwa's Old School Pinball and Arcade, located in the Quincy Place Mall.

Fun doesn't break the bank here - \$10 will give you access to more than 60 games, including iconic video games, pinball machines and many other games of skill. Find some treasures in the gift shop, see one-of-a-kind displays in the museum and talk to the people who were there when the Video Game Capital of the World began!

Have you tested your skills at Old School Pinball and Arcade? Which game (or games) gave you the biggest challenge and which ones are you ready to tackle again?



CAMPAIGN 5 – WE NEED A LOT OF CHRISTMAS. RIGHT THIS VERY MINUTE IN OTTUMWA

 **Greater Ottumwa Convention + Visitors Bureau** ...
Published by ottumwacvb@gmail.com
November 2 at 10:36 AM

We desperately need some Christmas in our lives this year, and Ottumwa is the place to find it. At Martha's Nook & Cranny, you'll find gifts from local and area artists and craftsman - and maybe something for yourself, too!

Located at 324 E. Main St., Martha's is proud to be part of the new Downtown Ottumwa. Every nook and cranny in this ever-changing boutique is filled with beautiful home decor and unique gifts created by local and area artisans.

Learn more about Martha's Nook & Cranny in our recent Walk & Talk, available only our YouTube channel. Follow the link below, then share this fun video to spread the word about all the Ottumwa and Iowa gifts available at Martha's this holiday season.



We Need A Lot Of Christmas This Year - Shop Martha's Nook
We need a lot of Christmas, right this...



We Need A Lot Of Christmas This Year - Shop Martha's Nook
We need a lot of Christmas, right this...



We Need A Lot Of Christmas This Year - Shop Martha's Nook
We need a lot of Christmas, right this...

Advertising Support

- Remarketing Campaign
- Iowa Tourism Cooperative Partnership
- Website Upgrades



Rediscover Fun
in Ottumwa 

Group Business

- Professional Developers of Iowa
- American Planning Association
- Iowa Missouri Film Club
- Iowa Film Institute
- Leadership Iowa
- Virtual FAM Trip
- 2021 You Tube Campaign

(3 months -225,000 video views)



THE COURSE FOR OUR STATE



American Planning Association
Iowa Chapter

Creating Great Communities for All







Babe Ruth 14 - Year - Old World Series

- Projected Economic Impact: \$3,240,000
- Projected Attendance: 8,800
- Projected average family spending (week): \$2344.86
- Projected average individual spending: \$711.15
- Projected hotel room nights: 1200
- COVID Implications



Work in Progress



- Executive Committee
- Fundraising
- Facility
- Operations
- Headquarters
- Marketing and PR
- Volunteers Needed!!

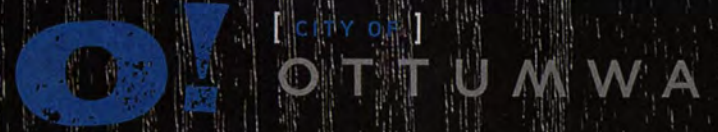


Hotel Metrics Calendar Decreases YTD 2020 vs 2019

(sources STR - IEDA)

	Ottumwa	Iowa
Occupancy	-31.4%	-32.2%
ADR	-6.4%	-13.6%
RevPar	-35.8%	-39.5%
Supply	-.2%	-1.3%
Demand	-31.5%	-34.5%
Revenue	-35.9%	-39.0%

Hotel Motel Tax Disbursement April – June, 2019	Hotel Motel Tax Disbursement April – June, 2020
\$112,871.57	\$117,654.88



MJB&A Benefits Levy Update

City Tax Rates

Ottumwa has the 5th highest total tax rate out of 940 cities in the state.

2020/2021 CITY TAX RATES, BY CONTROL COUNTY
DEPARTMENT OF MANAGEMENT - LOCAL BUDGET DIVISION

	TAXABLE VALUE			GENERAL \$8.10 LEVY		OUTSIDE 8.10000	-----OTHER LEVIES-----			CAPITAL IMPROVE	TOTAL REGULAR W/O AG
	2010	JANUARY 1, 2019		FY 19/20	FY 20/21		EMERG LEVY	DEBT SERVICE	EMPLOY BENEFIT		
	CENSUS	REGULAR W G&E	AGLAND								
STANLEY	125	1,308,625	56,306	8.10000	8.10000	7.41771	0.26364	13.01748	0.99341	0.00000	29.79224
DAYTON	837	16,476,868	73,034	8.10000	8.10000	3.06180	0.27000	9.72378	2.50047	0.00000	23.65605
ROCKWELL CITY	1,709	37,514,740	1,747,842	8.10000	8.10000	1.59937	0.27000	5.68585	7.04369	0.00000	22.69891
BRAYTON	128	1,676,371	317,954	8.10000	8.10000	7.45658	0.00000	2.11111	4.80383	0.00000	22.47152
OTTUMWA	25,023	613,813,137	958,220	8.10000	8.10000	1.72000	0.21000	3.36595	9.06055	0.00000	22.45650
CASEY	426	9,416,503	151,850	8.10000	8.10000	4.54757	0.27000	3.01580	6.32071	0.00000	22.25408
LAURENS	1,258	31,557,465	12,843	8.10000	8.10000	2.05023	0.12675	5.33326	5.96214	0.63376	22.20614
OXFORD JUNCTION	496	7,066,046	301,219	8.10000	8.10000	5.37783	0.27000	3.85095	4.58743	0.00000	22.18621
FONDA	631	10,698,164	382,441	8.10000	8.10000	3.83482	0.27000	3.07261	6.71423	0.00000	21.99166
SWEA CITY	536	11,211,647	311,720	8.10000	8.10000	4.54884	0.27000	6.00001	3.05932	0.00000	21.97817
ELDORA	2,732	61,857,880	1,520,037	8.10000	8.10000	1.45610	0.27000	5.77359	6.16248	0.00000	21.76217
CALLENDER	376	8,046,675	140,811	8.10000	8.10000	2.00704	0.24867	7.98007	3.34822	0.00000	21.68400
MURRAY	756	12,185,573	143,446	8.10000	8.10000	2.59693	0.27000	5.18736	5.41624	0.00000	21.57053
RINARD	52	491,623	657,774	8.10000	8.10000	0.80956	0.27000	11.57391	0.80956	0.00000	21.56303
TITONKA	476	6,781,047	15,689	8.10000	8.10000	3.45307	0.27000	3.89090	5.73658	0.00000	21.45055
FENTON	279	3,797,471	122,509	8.10000	8.10000	4.79530	0.27000	4.87166	3.05466	0.00000	21.09162
HANSELL	98	1,491,782	114,401	8.10000	8.10000	9.81377	0.00000	0.00000	3.15059	0.00000	21.06436
PISGAH	251	4,699,845	202,883	8.10000	8.10000	2.97882	0.27000	6.91087	2.42242	0.00000	20.68211
AUDUBON	2,176	61,124,908	361,019	8.10000	8.10000	1.67859	0.27000	2.69044	7.93578	0.00000	20.67481
GARDEN GROVE	211	2,137,963	76,917	8.10000	8.10000	5.96362	0.27000	2.39761	3.75357	0.00000	20.48480
HUMESTON	494	11,891,588	64,422	8.10000	8.10000	2.73252	0.00000	7.55013	1.88444	0.00000	20.26709
FORT DODGE	25,206	741,700,287	3,627,383	8.10000	8.10000	1.61730	0.27000	4.27539	5.91126	0.00000	20.17395
CUMBERLAND	262	5,311,556	233,581	8.10000	8.10000	6.11929	0.00000	0.00000	5.92558	0.00000	20.14487



City Benefits Rate

Ottumwa has the highest employee benefit tax rate out of 940 cities in the state.

2020/2021 CITY TAX RATES, BY CONTROL COUNTY						
DEPARTMENT OF MANAGEMENT - LOCAL BUDGET DIVISION						
	TAXABLE VALUE			GENERAL	TOTAL	
	2010	JANUARY 1, 2019		\$8.10 LEVY	EMPLOY	REGULAR
	CENSUS	REGULAR W G&E	AGLAND	FY 19/20	BENEFIT	W/O AG
OTTUMWA	25,023	613,813,137	958,220	8.10000	9.06055	22.45650
AUDUBON	2,176	61,124,908	361,019	8.10000	7.93578	20.67481
ROCKWELL CITY	1,709	37,514,740	1,747,842	8.10000	7.04369	22.69891
AUBURN	322	5,862,603	188,031	8.10000	6.88142	16.94318
KEOKUK	10,780	318,036,265	218,912	8.10000	6.83476	17.70364
EXIRA	840	15,774,296	370,799	8.10000	6.81235	18.89528
FONDA	631	10,698,164	382,441	8.10000	6.71423	21.99166
BOONE	12,661	407,406,856	2,031,804	8.10000	6.57893	15.62578
CORNING	1,635	36,439,954	109,431	8.10000	6.51962	19.47492
RINGSTED	422	6,959,050	585,212	7.49250	6.41467	16.52375
MISSOURI VALLEY	2,838	88,430,566	1,061,436	8.10000	6.38928	19.42016
SAC CITY	2,220	55,398,887	1,669,185	8.10000	6.38912	19.69063
PERRY	7,702	166,881,147	1,486,036	8.10000	6.32926	17.93603
CASEY	426	9,416,503	151,850	8.10000	6.32071	22.25408
RED OAK	5,742	155,708,972	1,895,000	8.10000	6.31819	18.68150
ELDORA	2,732	61,857,880	1,520,037	8.10000	6.16248	21.76217
CENTERVILLE	5,528	137,954,353	303,973	8.10000	6.11644	17.47112
NEWTON	15,254	472,107,780	2,284,213	8.10000	6.05851	17.14000
MYSTIC	425	4,677,462	603,789	8.10000	6.02891	17.03709
LAURENS	1,258	31,557,465	12,843	8.10000	5.96214	22.20614
CUMBERLAND	262	5,311,556	233,581	8.10000	5.92558	20.14487
FORT DODGE	25,206	741,700,287	3,627,383	8.10000	5.91126	20.17395
ESSEX	798	15,484,402	895,401	8.10000	5.78253	16.22496



Comparable Cities Tax Rates

2020/2021 CITY TAX RATES, BY CONTROL COUNTY

DEPARTMENT OF MANAGEMENT - LOCAL BUDGET DIVISION

	TAXABLE VALUE			GENERAL			OTHER LEVIES			TOTAL		
	2010	JANUARY 1, 2019		\$8.10 LEVY		OUTSIDE	AGLAND	EMERG	DEBT	EMPLOY	CAPITAL	REGULAR
	CENSUS	REGULAR W G&E	AGLAND	FY 19/20	FY 20/21	8.10000	LEVY	LEVY	SERVICE	BENEFIT	IMPROVE	W/O AG
OTTUMWA	25,023	613,813,137	958,220	8.10000	8.10000	1.72000	3.00375	0.21000	3.36595	9.06055	0.00000	22.45650
FORT DODGE	25,206	741,700,287	3,627,383	8.10000	8.10000	1.61730	3.00375	0.27000	4.27539	5.91126	0.00000	20.17395
CLINTON	26,885	974,969,999	15,773,906	8.10000	8.10000	0.68721	3.00375	0.27000	1.77084	4.86344	0.00000	15.69149
MUSCATINE	22,886	900,098,379	1,192,058	8.10000	8.10000	0.43595	3.00375	0.00000	2.34955	4.78659	0.00000	15.67209
MARSHALLTOWN	27,552	904,620,601	5,589,811	8.10000	8.10000	0.92357	3.00375	0.27000	1.07205	4.34372	0.67500	15.38434
BURLINGTON	25,663	773,623,575	1,947,040	8.10000	8.10000	1.00975	3.00375	0.26995	3.79790	3.15872	0.00000	16.33632
MASON CITY	28,079	1,182,037,665	7,873,437	8.10000	8.10000	0.47840	3.00375	0.00000	2.83909	2.96952	0.00000	14.38701



What MJB&A is doing?


- Analyzing current benefit programs
- Provide employees/retirees similar options more economically to the City
- Benefit Compliance
- Evaluating vendors/carriers and overall networks

About MJB&A

A Trusted & Valued Consulting Partner

Who will always do what's in the best interest of your organization and your employees. We look forward to serving your organization and to Doing What's Right. That's Our Policy.





\$476,100
annual savings

Current Post-65 Plans:

\$530 per retiree/per month

Retirees pay \$102 per month

Humana Medicare Advantage:

\$209 per retiree/per month

Retirees pay \$83.60 per month

Retirees deductibles are waived from 3/1/21-12/31/21



Questions?



Humana Medicare Employer Plan – Premium Information

City of Ottumwa - PPO

Date: 11/13/2020
Plan Names: Humana Medicare Employer Plan
 Passive PPO Custom Medical with Custom Rx \$10/\$25/\$40/\$40 from \$0 to Catastrophic
 Passive Waiver Custom Medical with Custom Rx \$10/\$25/\$40/\$40 from \$0 to Catastrophic
Rx Formulary: Group Plus Formulary - 21800 *\$185 Deductible Waived for 2021*

Plan Year	Final Billed Premium (Per Member Per Month)
3/1/2021 - 12/31/2021	\$209.00

Passive PPO Custom Medical and Rx Benefit Custom Overview

	(In-Network Benefits match Out-of-Network Benefits)
Deductible	\$185 Waived for 2021
Inpatient Acute Hospital	\$0 Copayment per Admission
Skilled Nursing Facility	\$0 Copayment (days 1-100)
Physician Office Visits	\$0 Copayment
Specialist Office Visits	\$0 Copayment
Outpatient Surgical	\$0 Copayment
Ambulance	\$0 Copayment
Emergency Room	\$0 Copayment
Medical Maximum Out of Pocket	\$0 Combined (Medicare Covered Services)
Prescription Drugs (Retail 30 day supply)	Custom Rx \$10/\$25/\$40/\$40 from \$0 to Catastrophic

See attached sheet for rating assumptions and stipulations. The benefits presented above are a high-level summary. Please consult the Plan Design Exhibit for a more detailed list of covered services, member cost shares, services subject to deductibles and any plan limitations.

**Proprietary and confidential. For the sole use of City of Ottumwa.
 Not to be shared externally without written consent from Humana Inc.**



Humana Medicare Employer Plan – Rating Assumptions and Stipulations

City of Ottumwa

Proposal Terms

The benefits presented on the previous page are a high-level summary. Please consult the Plan Design Exhibit for a more detailed outline of the benefits proposed. Final benefits may differ due to annual changes in CMS benefit requirements.

For members with End Stage Renal Disease (ESRD), the Humana Group Medicare Advantage Plan is only offered to eligible members who are diagnosed and enrolled in a manner that is consistent with applicable Medicare secondary laws, and the rules and regulations set forth by CMS.

The rates provided do not reflect any potential premium adjustments provided by Center for Medicare and Medicaid Services (CMS) or federal regulations based on a Medicare beneficiary's income.

Humana will hold the proposed rate(s) unless there are material changes to existing or implementation of new federal regulations or requirements that would impact Group Medicare.

Humana will hold the proposed rates, assuming all of the information provided is accurate, and could be subject to change should any of the following differ:

All members are retired and enrolled in Medicare Part A and Part B.

A minimum average employer contribution level of 60% of the proposed premium for the plan.

A majority of members' (51% or more) primary residence is in an adequate Humana Medicare Advantage network service area. Humana will monitor network adequacy throughout the year to confirm standards are met.

Enrolled membership should not change from current, or differ from the information provided, by more than 10% per year.

Humana's Medicare Advantage plan is the only plan offered and there is no additional secondary plan wrapping around or offered in conjunction with this plan for all current and future Medicare eligible retirees.

Part D, administered by Humana Pharmacy Solutions, will utilize Humana's Group Plus formulary and include utilization management programs such as: quantity limits, prior authorization, and step therapy. Humana continually updates its drug list and quantity limits, and ensures these updates are in accordance with CMS regulations.

Benefits, deductibles, maximum out of pocket accumulators, and any applicable pharmacy TrOOP accumulators will be reset on January 1 each year.

This proposal is for less than 12 months ending December 31st. Please note, the ability to carry over the deductible and maximum out of pocket accumulators will vary based on current offering from the prior carrier and will reset on January 1.

In order to offer this plan design, the group's current benefits, after coordination with Medicare (if applicable), must be equal to or richer than the proposed benefits.

We are pleased to present this Humana Group Medicare Advantage proposal to you and assume all information provided is accurate with the understanding if there is a material change from the current offering environment, Humana has the right to revise or rescind the quote.



Humana Medicare Employer Plan – Premium Information

City of Ottumwa - PPO

Date: 11/5/2020
 Humana Medicare Employer Plan
Plan Names: Passive PPO Custom Medical with Custom Rx \$10/\$25/\$40/\$40 from \$0 to Catastrophic
 Passive Waiver Custom Medical with Custom Rx \$10/\$25/\$40/\$40 from \$0 to Catastrophic
Rx Formulary: Group Plus Formulary - 21800

Plan Year	Final Billed Premium (Per Member Per Month)
3/1/2021 - 12/31/2021	\$209.00

Passive PPO Custom Medical and Rx Benefit Custom Overview

	(In-Network Benefits match Out-of-Network Benefits)
Deductible	\$185 Combined
Inpatient Acute Hospital	\$0 Copayment per Admission
Skilled Nursing Facility	\$0 Copayment (days 1-100)
Physician Office Visits	\$0 Copayment
Specialist Office Visits	\$0 Copayment
Outpatient Surgical	\$0 Copayment
Ambulance	\$0 Copayment
Emergency Room	\$0 Copayment
Medical Maximum Out of Pocket	\$185 Combined (Medicare Covered Services)
Prescription Drugs (Retail 30 day supply)	Custom Rx \$10/\$25/\$40/\$40 from \$0 to Catastrophic

See attached sheet for rating assumptions and stipulations. The benefits presented above are a high-level summary. Please consult the Plan Design Exhibit for a more detailed list of covered services, member cost shares, services subject to deductibles and any plan limitations.

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Humana Medicare Employer Plan – Rating Assumptions and Stipulations

City of Ottumwa

Proposal Terms

The benefits presented on the previous page are a high-level summary. Please consult the Plan Design Exhibit for a more detailed outline of the benefits proposed. Final benefits may differ due to annual changes in CMS benefit requirements.

For members with End Stage Renal Disease (ESRD), the Humana Group Medicare Advantage Plan is only offered to eligible members who are diagnosed and enrolled in a manner that is consistent with applicable Medicare secondary laws, and the rules and regulations set forth by CMS.

The rates provided do not reflect any potential premium adjustments provided by Center for Medicare and Medicaid Services (CMS) or federal regulations based on a Medicare beneficiary's income.

Humana will hold the proposed rate(s) unless there are material changes to existing or implementation of new federal regulations or requirements that would impact Group Medicare.

Humana will hold the proposed rates, assuming all of the information provided is accurate, and could be subject to change should any of the following differ:

All members are retired and enrolled in Medicare Part A and Part B.

A minimum average employer contribution level of 76% of the proposed premium for the plan.

A majority of members' (51% or more) primary residence is in an adequate Humana Medicare Advantage network service area. Humana will monitor network adequacy throughout the year to confirm standards are met.

Enrolled membership should not change from current, or differ from the information provided, by more than 10% per year.

Humana's Medicare Advantage plan is the only plan offered and there is no additional secondary plan wrapping around or offered in conjunction with this plan for all current and future Medicare eligible retirees.

Part D, administered by Humana Pharmacy Solutions, will utilize Humana's Group Plus formulary and include utilization management programs such as: quantity limits, prior authorization, and step therapy. Humana continually updates its drug list and quantity limits, and ensures these updates are in accordance with CMS regulations.

Benefits, deductibles, maximum out of pocket accumulators, and any applicable pharmacy TrOOP accumulators will be reset on January 1 each year.

This proposal is for less than 12 months ending December 31st. Please note, the ability to carry over the deductible and maximum out of pocket accumulators will vary based on current offering from the prior carrier and will reset on January 1.

In order to offer this plan design, the group's current benefits, after coordination with Medicare (if applicable), must be equal to or richer than the proposed benefits.

We are pleased to present this Humana Group Medicare Advantage proposal to you and assume all information provided is accurate with the understanding if there is a material change from the current offering environment, Humana has the right to revise or rescind the quote.

HUMANA MEDICARE EMPLOYER LPPO PLAN
2021 LPPO for City of Ottumwa Plan 079 Option TBD1 - Passive
Effective Date: 03/01/2021 - 12/31/2021

Annual Maximum Out-of-Pocket	• In-Network: \$185 per individual per plan year (excludes Part D Pharmacy, Extra Services and the Plan Premium)		
	• Combined In and Out-of-Network: \$185 per individual per plan year (excludes Part D Pharmacy, Worldwide Coverage and the Plan Premium)		
Annual Deductible	• Combined In and Out-of-Network: \$185 per individual per plan year		
	• In-Network Exclusions: Part D Pharmacy, Medicare-Covered Diabetic Monitoring Supplies received at a Pharmacy, All Preventive Services, All Emergency Services, Urgently Needed Care, All Inpatient Services, All Skilled Nursing Facility Services, Home Health Services, Diabetic Eye Exam, Additional Telehealth Services, Extra Services and the Plan Premium		
	• Out-of-Network Exclusions: Part D Pharmacy, Medicare-Covered Diabetic Monitoring Supplies received at a Pharmacy, All Preventive Services, All Emergency Services, Urgently Needed Care, All Inpatient Services, All Skilled Nursing Facility Services, Home Health Services, Diabetic Eye Exam, Worldwide Coverage and the Plan Premium		
Place of Treatment	Benefit	Network Coverage Plan Pays (1):	Non-Network Coverage Plan Pays (1):
Primary Care Physician	• Office Visit	100% after combined annual deductible	100% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible	100% after combined annual deductible
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
	• Surgical Procedures	100% after combined annual deductible	100% after combined annual deductible
	• Allergy Shots and Injections	100% after combined annual deductible	100% after combined annual deductible
	• Mental Health/Substance Abuse Services	100% after combined annual deductible	100% after combined annual deductible
	• Administration of Drugs in a Physician's Office	100% after combined annual deductible	100% after combined annual deductible
Specialist	• Office Visit	100% after combined annual deductible	100% after combined annual deductible
	• Advanced Imaging Services	100% after combined annual deductible	100% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible	100% after combined annual deductible
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible
	• Surgical Procedures	100% after combined annual deductible	100% after combined annual deductible
	• Diagnostic Colonoscopy	100% after combined annual deductible	100% after combined annual deductible
	• Podiatry Services (Medicare-covered)	100% after combined annual deductible	100% after combined annual deductible
	• Chiropractic Services (Medicare-covered)	100% after combined annual deductible	100% after combined annual deductible
	• Cardiac Therapy	100% after combined annual deductible	100% after combined annual deductible
	• Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services	100% after combined annual deductible	100% after combined annual deductible
	• Pulmonary Therapy	100% after combined annual deductible	100% after combined annual deductible
	• Therapies (Occupational, Physical, Audiology, and Speech)	100% after combined annual deductible	100% after combined annual deductible
	• Radiation Therapy	100% after combined annual deductible	100% after combined annual deductible
	• Allergy Shots and Injections	100% after combined annual deductible	100% after combined annual deductible
	• Mental Health/Substance Abuse Services	100% after combined annual deductible	100% after combined annual deductible
	• Opioid Treatment Services	100% after combined annual deductible	100% after combined annual deductible
	• Administration of Drugs in a Physician's Office	100% after combined annual deductible	100% after combined annual deductible
	• Chemotherapy Drugs	100% after combined annual deductible	100% after combined annual deductible
	• Dental Services (Medicare-covered)	100% after combined annual deductible	100% after combined annual deductible

	• Hearing Services (Medicare-covered)	100% after combined annual deductible	100% after combined annual deductible
	• Vision Services (Medicare-covered)	100% after combined annual deductible	100% after combined annual deductible
	• Eyewear for Post-Cataract Surgery	100% after combined annual deductible • For eyeglasses and contacts following cataract surgery	100% after combined annual deductible • For eyeglasses and contacts following cataract surgery
	• Diabetic Eye Exam	100%	100%
	• Acupuncture (Medicare-covered)	100% after combined annual deductible • Up to 20 visits per year	100% after combined annual deductible • Up to 20 visits per year
Preventive Services	• Abdominal Aortic Aneurysm Screening • Alcohol Misuse Screening and Counseling • Annual Wellness Visit • Bone Mass Measurement • Breast Cancer Screening • Cardiovascular Disease Behavioral Therapy • Cardiovascular Disease Screening • Cervical and Vaginal Cancer Screening • Colorectal Cancer Screening • Depression Screening • Diabetes Screening • Diabetes Self-Management Training • Glaucoma Screening • Hepatitis C Screening • HIV Screening • Kidney Disease Education Services • Lung Cancer Screening • Medical Nutrition Therapy • Obesity Screening and Therapy • Physical Exams (Routine) • Prostate Cancer Screening Exam • STI Screening and Counseling • Smoking and Tobacco Use Cessation • "Welcome to Medicare" Preventive Visit	100%	100%
	• Immunizations	100%	100%
	• Medicare Diabetes Prevention Program (MDPP)	100%	100%
Inpatient Hospital Services	• Inpatient Care (all authorized admissions)	100% per admission	100% per admission
	• Inpatient Physician Services	100%	100%
	• Inpatient Mental Health Care/Substance Abuse Services (all authorized admissions)	100% per admission	100% per admission
Inpatient Psychiatric Facility	• Inpatient Mental Health Care/Substance Abuse Services (all authorized admissions)	100% per admission • 190 day lifetime limit in a psychiatric facility	100% per admission • 190 day lifetime limit in a psychiatric facility
	• Inpatient Mental Health/Substance Abuse Physician Services	100%	100%
Partial Hospitalization	• Mental Health/Substance Abuse Services	100% after combined annual deductible	100% after combined annual deductible
	• Opioid Treatment Services	100% after combined annual deductible	100% after combined annual deductible
Outpatient Hospital Services	• Surgical Services	100% after combined annual deductible	100% after combined annual deductible
	• Diagnostic Colonoscopy	100% after combined annual deductible	100% after combined annual deductible
	• Advanced Imaging Services	100% after combined annual deductible	100% after combined annual deductible
	• Nuclear Medicine Services	100% after combined annual deductible	100% after combined annual deductible
	• Diagnostic Procedures and Tests	100% after combined annual deductible	100% after combined annual deductible
	• Lab Services	100% after combined annual deductible	100% after combined annual deductible

	<ul style="list-style-type: none"> Radiation Therapy 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Cardiac Therapy 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Supervised Exercise Therapy (SET) for Symptomatic Peripheral Artery Disease (PAD) Services 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Pulmonary Therapy 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Therapies (Occupational, Physical, Audiology, and Speech) 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Chemotherapy Drugs 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Renal Dialysis Services 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Mental Health/Substance Abuse Services 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Opioid Treatment Services 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Outpatient Physician Services 	100% after combined annual deductible	100% after combined annual deductible
Skilled Nursing Facility (SNF)	<ul style="list-style-type: none"> SNF Care (no 3-day hospital stay is required) 	100% per day (days 1 - 100)	100% per day (days 1 - 100)
	<ul style="list-style-type: none"> SNF Physician Services 	100%	100%
Urgent Care Center	<ul style="list-style-type: none"> Urgently Needed Care 	100%	100%
	<ul style="list-style-type: none"> Lab Services 	100% after combined annual deductible	100% after combined annual deductible
Emergency Room	<ul style="list-style-type: none"> Emergency Services (2) 	100%	100%
	<ul style="list-style-type: none"> Emergency Room Physician Services 	100%	100%
Ambulance	<ul style="list-style-type: none"> Ambulance Services 	100% after combined annual deductible per date of service <ul style="list-style-type: none"> Limited to Medicare-covered transportation 	100% after combined annual deductible per date of service <ul style="list-style-type: none"> Limited to Medicare-covered transportation
Network Provider	<ul style="list-style-type: none"> US Travel Benefit 	<ul style="list-style-type: none"> Member receives in-network benefits when services are received from a participating PPO provider in another Humana PPO service area. 	N/A
Worldwide Coverage	<ul style="list-style-type: none"> Emergency Services and Urgently Needed Care Only 	N/A	<ul style="list-style-type: none"> \$100 deductible, 80% coinsurance, \$25,000 Maximum Annual Benefit or 60 consecutive days, whichever is reached first. Limited to emergency Medicare-covered services.
Comprehensive Outpatient Rehabilitation Facility	<ul style="list-style-type: none"> Pulmonary Therapy 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Therapies (Occupational, Physical, Audiology, and Speech) 	100% after combined annual deductible	100% after combined annual deductible
Freestanding Radiological Facility	<ul style="list-style-type: none"> Advanced Imaging Services 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Nuclear Medicine Services 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Diagnostic Procedures and Tests 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Radiation Therapy 	100% after combined annual deductible	100% after combined annual deductible
Ambulatory Surgical Center	<ul style="list-style-type: none"> Surgical Procedures 	100% after combined annual deductible	100% after combined annual deductible
	<ul style="list-style-type: none"> Diagnostic Colonoscopy 	100% after combined annual deductible	100% after combined annual deductible
Freestanding Laboratory	<ul style="list-style-type: none"> Lab Services 	100% after combined annual deductible	100% after combined annual deductible
Dialysis Center	<ul style="list-style-type: none"> Renal Dialysis Services 	100% after combined annual deductible	100% after combined annual deductible
Home Health	<ul style="list-style-type: none"> Home Health Care 	100% <ul style="list-style-type: none"> Excludes Personal Home Care 	100% <ul style="list-style-type: none"> Excludes Personal Home Care

DME Provider	▪ Durable Medical Equipment	100% after combined annual deductible	100% after combined annual deductible
	▪ Diabetic Monitoring Supplies	100% after combined annual deductible	100% after combined annual deductible
Medical Supply Provider	▪ Medical Supplies	100% after combined annual deductible	100% after combined annual deductible
Prosthetics Provider	▪ Prosthetics	100% after combined annual deductible	100% after combined annual deductible
Pharmacy (PART B ONLY)	▪ Durable Medical Equipment	100% after combined annual deductible	100% after combined annual deductible
	▪ Medical Supplies	100% after combined annual deductible	100% after combined annual deductible
	▪ Diabetic Monitoring Supplies	100%	100%
	▪ Medicare-covered Part B Drugs	100% after combined annual deductible	100% after combined annual deductible
Additional Telehealth Services	▪ Primary Care Physician - Virtual Visit	100%	Not Available
	▪ Specialist - Virtual Visit	100%	Not Available
	▪ Behavioral Health and Substance Abuse - Virtual Visit	100%	Not Available
	▪ Urgently Needed Care - Virtual Visit	100%	Not Available
Other Benefits	▪ COVID-19 Testing	Testing and treatment for members with COVID-19 diagnosis will be covered at 100%	

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor.

Extra Benefits (MSB)	• SilverSneakers®	In most service areas members will have free membership to a local fitness center through the SilverSneakers program.
	• Personal Health Coaching	Personal Health Coaching is an interactive inbound and outreach on-line and telephonic wellness coaching for Medicare participants who elect to participate, for wellness improvement, including weight management, nutrition, exercise, back care, blood pressure management, and blood sugar management.
	• Smoking Cessation (Additional)	A comprehensive smoking cessation program available online, email and phone. Personal coaches assist via establishing goals and providing articles and resources to aid in the effort to quit smoking.
	• Meal Program	After a member's overnight inpatient stay in a hospital or skilled nursing facility, they are eligible for nutritious meals delivered to their door at no cost.
	• COVID-19 Care Package	Coverage includes a Health Essentials Kit from our mail order catalog.
Care Management	<ul style="list-style-type: none"> • Clinical Programs/Disease Management (3) <ul style="list-style-type: none"> - Case Management - Humana At Home® - Chronic Condition Management - Transplant Management - Behavioral Health Care Coordination 	Health education and clinical programs that provide support to members and caregivers to optimize health outcomes.

(1) All coinsurance percentages are based on the Medicare fee schedule and not billed charges. All copayments are on a "per visit" basis, unless otherwise noted.

(2) Emergency room copayment waived if admitted or if hospital is outside the U.S.

(3) We have provided examples of various Health Education and clinical programs. Actual programs may vary by market.

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor. The products and services described below are neither offered nor guaranteed under our contract with the Medicare program. In addition, they are not subject to the Medicare appeals process. Any disputes regarding these products and services should be addressed with Customer Care by calling the number on the back of the member's Humana membership card.

CMS does not permit discussing the below services with potential enrollees prior to enrollment.

Extra Services (VAIS)	<ul style="list-style-type: none"> Complementary and Alternative Medicine and Weight Management - Not available in Puerto Rico 	Discounts for complementary and alternative medicine services including chiropractic, acupuncture, massage therapy and nutrition. Services must be received from participating designated providers.
	<ul style="list-style-type: none"> Dental Discount (HumanaDental) - Not available in Florida or Puerto Rico 	Discounts on dental services. Services must be received from participating HumanaDental providers.
	<ul style="list-style-type: none"> Dental Discount (Careington Dental) - Available in Florida only 	Discounts on dental services. Services must be received from participating Careington providers.
	<ul style="list-style-type: none"> Healthy Hearing Discount (HearUSA) - Available in Florida only 	Discounts on hearing aids, accessories and hearing assistance products.
	<ul style="list-style-type: none"> Hearing Discount (TruHearing) - Not available in Florida or Puerto Rico 	Discounts on hearing aids. Services must be received at a TruHearing hearing center.
	<ul style="list-style-type: none"> Go365 by Humana (Rock and Roll Marathon Series) 	Discount on the Rock 'n' Roll Marathon Series (includes 5K, 10K, 1/2 Marathon, and Marathon).
	<ul style="list-style-type: none"> Lifeline® Medical Alert Systems 	Philips Lifeline may help members live independently with peace of mind. Personal emergency response services connect members to caregivers and emergency services when an incident occurs. Wireless or landline options available.
	<ul style="list-style-type: none"> Meal Delivery Discount 	Discounts on home delivered meals to help support nutritional needs. Purchases may be placed online at MomsMeals.com/welldine or by calling 1.877.347.3438.
	<ul style="list-style-type: none"> Vision Discount (EyeMed) 	Discounts from participating EyeMed Vision Care Select network providers on routine vision services such as: Exam, contact lens fitting and follow-up, lenses, frames and laser vision correction. Discounts are taken at point of sale. Discount and funded benefits cannot be utilized within the same transaction.
	<ul style="list-style-type: none"> Weight Management Discount (Jenny Craig®) 	Members pay for unlimited weekly one-on-one consultations. Discount on products, including food.

Go365® by Humana is included in this plan

Go365 is a wellness program that rewards Medicare beneficiaries for completing eligible healthy activities that help them establish and maintain a healthy lifestyle. As they achieve manageable health goals, Go365 keeps members engaged and motivated by acknowledging their efforts. By completing healthy activities like walking, getting an Annual Wellness Exam, or volunteering, members earn rewards they can redeem for gift cards in the Go365 Mall.

This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. Certain services under the plan require authorization by network providers. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

Humana is a Medicare Employer PPO plan with a Medicare contract. Enrollment in this Humana plan depends on contract renewal.

HUMANA MEDICARE EMPLOYER Rx PLAN
2021 Rx for City of Ottumwa Rx TBD1
Group Plus Formulary
Effective Date: 03/01/2021 - 12/31/2021

30 Day Supplies

Plan/ Option	30 Day Standard Retail from \$0 to Catastrophic (1)				30 Day Standard Retail Cost Sharing from Catastrophic to Unlimited	Out-of-Pocket that triggers Catastrophic
	Tier 1*	Tier 2	Tier 3	Tier 4		
TBD	\$10	\$25	\$40	\$40	Member pays the greater of \$3.70 for generic/preferred multi-source drugs/biosimilars and \$9.20 for all other drugs; OR 5% coinsurance (\$40 maximum out-of-pocket per prescription)	\$6,550

Plan/ Option	30 Day Standard Mail Order from \$0 to Catastrophic (1)				30 Day Standard Mail Order Cost Sharing from Catastrophic to Unlimited	Out-of-Pocket that triggers Catastrophic
	Tier 1*	Tier 2	Tier 3	Tier 4		
TBD	\$10	\$25	\$40	\$40	Member pays the greater of \$3.70 for generic/preferred multi-source drugs/biosimilars and \$9.20 for all other drugs; OR 5% coinsurance (\$40 maximum out-of-pocket per prescription)	\$6,550

*Tier 1: Generic or Preferred Generic - Generic or brand drugs that are available at the lowest cost share for this plan.
Tier 2: Preferred Brand - Generic or brand drugs that Humana offers at a lower cost than Tier 3 Non-Preferred Drug.
Tier 3: Non-Preferred Drug - Generic or brand drugs that Humana offered at a higher cost than Tier 2 Preferred Brand drugs.
Tier 4: Specialty Tier - Some injectables and other higher-cost drugs.

90 Day Supplies

Plan/ Option	90 Day Standard Retail (2) from \$0 to Catastrophic (1)				90 Day Standard Retail Cost Sharing from Catastrophic to Unlimited	Out-of-Pocket that triggers Catastrophic
	Tier 1*	Tier 2	Tier 3	Tier 4		
TBD	\$30	\$75	\$120	N/A	Member pays the greater of \$3.70 for generic/preferred multi-source drugs/biosimilars and \$9.20 for all other drugs, OR 5% coinsurance (\$120 maximum out-of-pocket per prescription)	\$6,550

Plan/ Option	90 Day Standard Mail Order (2) from \$0 to Catastrophic (1)				90 Day Standard Mail Order Cost Sharing from Catastrophic to Unlimited	Out-of-Pocket that triggers Catastrophic
	Tier 1*	Tier 2	Tier 3	Tier 4		
TBD	\$20	\$50	\$80	N/A	Member pays the greater of \$3.70 for generic/preferred multi-source drugs/biosimilars and \$9.20 for all other drugs, OR 5% coinsurance (\$80 maximum out-of-pocket per prescription)	\$6,550

Footnotes:

1 Catastrophic: When a member's True Out-of-Pocket (TrOOP) cost reaches \$6,550.

2 Retail and Mail Order: The benefit for a 90-day supply is limited to Rx formulary Tiers 1-2 and most drugs on Tier 3. Regardless of tier placement, Specialty drugs are limited to a 30-day supply.

Out of Network: Emergency Situations

When a member purchases a drug at an out-of-network pharmacy in an emergency situation:

- a. the member will pay the same coinsurance as would have applied at a network pharmacy, but at the out-of-network pharmacy price, and/or,
- b. the member will pay the same copayment as would have applied at a network pharmacy, plus the difference between the out-of-network pharmacy price and the network pharmacy price, not to include maximums.

Extra Services

The benefit and discount information presented here are current as of the date of this document. If a change should occur prior to implementation, Humana will clarify any change and notify the group sponsor. The products and services described below are neither offered nor guaranteed under our contract with the Medicare program. In addition, they are not subject to the Medicare appeals process. Any disputes regarding these products and services should be addressed with Customer Care by calling the number on the back of the member's Humana membership card. CMS does not permit discussing the below services with potential enrollees prior to enrollment.

Prescription Medication Discount	Members show their Humana member ID card at participating pharmacies when they buy non-covered prescription medicines to receive any available discounts. Depending on the medicine purchased, quantity limits may apply.
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This information is not a complete description of benefits. Contact the plan for more information. Limitations, copayments and restrictions may apply. Benefits, premiums and/or member cost-share may change each year. The formulary and pharmacy network may change at any time. The member will receive notice when necessary. Please refer to the Evidence of Coverage for additional information regarding covered services and limitations or any other contractual conditions. For a complete description of benefits, exclusions and limitations please refer to the actual Evidence of Coverage. If a discrepancy arises between this information and the actual Evidence of Coverage, the Evidence of Coverage will prevail in all instances.

Humana is a Medicare Employer Prescription Drug plan with a Medicare contract. Enrollment in this Humana plan depends on contract renewal.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 17, 2020

Fire
Department

Tony Miller

Prepared By

Tony Miller
Department Head

Rp R

City Administrator Approval

AGENDA TITLE: Purchase the required equipment to update the Knox Box system. The cost to update is \$6,819.00.

Public hearing required if this box is checked.

RECOMMENDATION: To receive council approval to update the Knox Box system.

DISCUSSION: The Knox Box system is a secure system where we can go into a building after hours. This will save damage to buildings when we need to make access. We have had this system since the 1990's and occasionally it needs to be updated. This update has been budgeted under Other Capital Equipments for the 2020/2021 budget. We have 248 partners throughout the city that have installed a Knox Box system.

Source of Funds: Other Capital Equipment

Budgeted Item: Budget Amendment Needed:



The Knox Company
 1601 W Deer Valley Road
 Phoenix, AZ 85027

Telephone.....: (800) 552-5669
 Fax.....: (623) 687-2290

Invoice copy

Number.....: INV02259578
 Date.....: 10/27/2020
 Page.....: 1 of 1
 Sales order.....: SO0003090093
 Requisition.....: REBILL PO18304
 Your ref.....: TO REPLACED INV0217
 Our ref.....: GT001
 Payment.....: Net 0
 Invoice account.....: CUS103359
 Mode of delivery.....: FXG

Invoice address
 Ottumwa Fire Dept
 201 N WAPELLO ST
 OTTUMWA, IA 52501-2366

Delivery address
 Ottumwa Fire Dept
 Cory Benge
 201 N WAPELLO ST
 OTTUMWA, IA 52501-2366

Item number	Description	Quantity	Unit	Unit price	Discount	Amount
KSM-200K1	KeySecure® 5, 1 MKEY, 1 PLUG, WIFI, ETHERNET, USB, W/ ANT.	7.00	EA	821.00		5,747.00
KLS-MB-90	MOUNTING BRACKET 90° ANGLE, KeySecure® 5 & 6	3.00	EA	62.00		186.00
KLS-MB-60	MOUNTING BRACKET 60° ANGLE, KeySecure® 5 & 6	4.00	EA	62.00		248.00
SMS-1002C1	1YR. KnoxConnect™ Cloud License 7-20 devices	1.00	EA	524.00		524.00

Please pay this invoice to Knox address above. Service charge of 1 1/2% will be charged per month after due date.

Transaction text	Misc. charges value
Shipping & Handling	114.00

Sales balance	Total discount	Misc. charges	Sales tax	Round-off	Total
6,705.00	0.00	114.00	0.00	0.00	\$ 6,819.00
Payment per	10/27/2020				

The KnoxVault 4400 is a secure, high capacity key lock box trusted by first responders, property owners, and universities. Store up to 50 keys, access cards and/or emergency plans to quickly gain rapid emergency access to large business and industrial facilities and campuses.

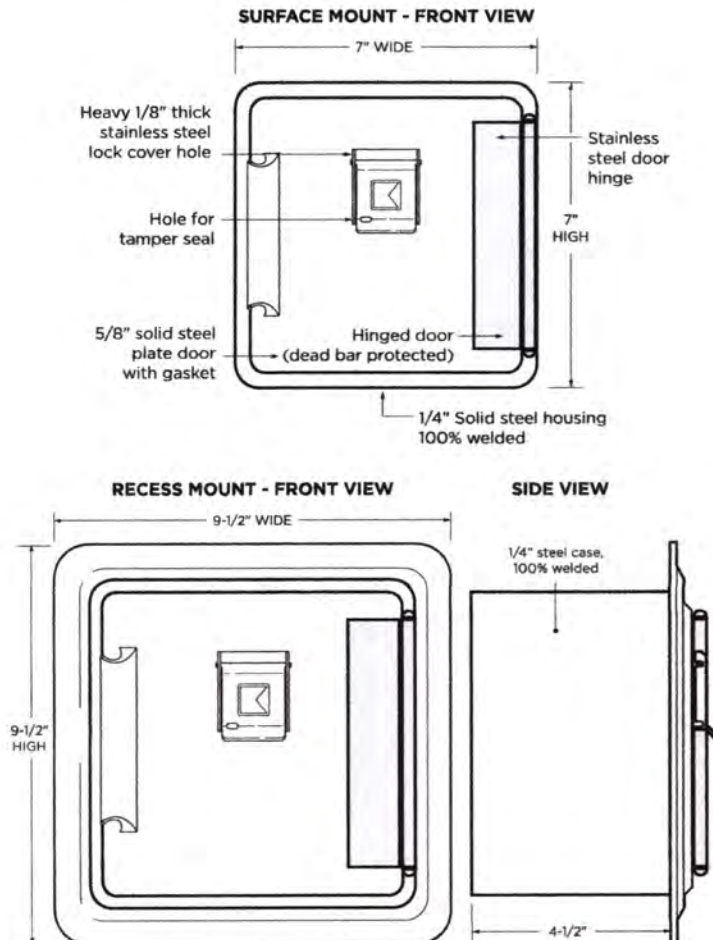


WEIGHT:

Surface Mount - 28 lbs
Recessed Mount - 29 lbs

DIMENSIONS:

Surface Mount Body - 7"H x 7"W x 5"D
Recessed Mount Flange - 9 1/2"H x 9 1/2"W



FEATURES

- ✓ Large capacity, storing up to a 50 keys. Access cards, entry items, emergency planning documents, and Knox FDC Wrench may also fit in interior compartment but will reduce max key quantity.
- ✓ Built Knox-Rugged and secure: UL 1037, UL 1610, UL 1332, UL 437
- ✓ Finished with Knox-Coat® to protect four times better than standard powder coat
- ✓ Extreme weather-resistant door gasket

BENEFITS

- ✓ Allows rapid property access
- ✓ Reduces property damage
- ✓ Prevents forced entry into buildings
- ✓ Minimizes first responder injury
- ✓ Compliant to National Fire Code (NFPA, IFC, IBC)

OPTIONS

- ✓ Knox Tamper Alert connects to building's alarm system for extra security
- ✓ Mount types: Recessed and Surface
- ✓ 3 color options: Black, Aluminum, Dark Bronze
- ✓ Dual lock configuration

ACCESSORIES

- ✓ Multi-Purpose Switch for use on electrical doors, gates and other electrical equipment
- ✓ Recess Mounting Kit for new concrete or masonry construction
- ✓ Public Safety Labels
- ✓ Tag-Out Tamper Seals
- ✓ Key Tags
- ✓ Key Rings

ORDERING SPECIFICATIONS

To insure procurement and delivery of the KnoxVault 4400, it is suggested that following specification paragraph is used:

KnoxVault surface/recessed mount with/without UL Listed Knox Tamper Alert. 1/4" plate steel housing, 5/8" thick steel door with interior gasket seal and stainless steel door hinge. Vault & lock UL Listed. Lock has 1/8" thick stainless steel dust cover with tamper seal mounting capability. Vault has anti-theft re-locking mechanism with drill resistant hard-plate lock protector.

Exterior Dimensions: Surface Mount - 7"H x 7"W x 5"D
Recessed Mount Flange - 9 1/2"H x 9-1 1/2"W

Lock: UL Listed. Double-action rotating tumblers and hardened steel pins accessed by a biased cut key.

Finish: Knox-Coat® proprietary finishing process

Color: Black, Dark Bronze or Aluminum

P/N: KnoxVault 4400 (mfr's cat. ID)

Mfr's Name: KNOX COMPANY





RAPID ACCESS

Volume XIX
Issue 3

Summer 2012

Knox Company • 1601 W. Deer Valley Road, Phoenix, Arizona 85027 • 800-552-5669 • Fax 623-687-2299 • www.knoxbox.com • E-mail: info@knoxbox.com



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SPECIAL INSERT:



FDC CONNECTION LOCKDOWN PROCEDURE

- Focusing on Prevention 4
- Trade Show Schedule 6
- Installations 7
- Tech Support 8



Putting Knox to the Beta Test

IOWA CITY, IA

Iowa City Fire Department has used Knox retention units for many years. Originally they adopted the Sentralok units. Over time they migrated from the Sentralok units to the KeySecure units. With the KeySecure units, everyone was assigned a PIN code to release the key. They liked that "everyone had their own code". KeySecure also gave them ability to track how long a key was out of the unit. Per Fire Marshal John Grier, it provided "more control".

During a visit from their local account manager, Grier learned that Knox was developing a new KeySecure unit that would have a WiFi option so that all administrator functions could be performed from a central office rather than having to travel to each individual unit. Having to visit each KeySecure unit to update firmware or user PINs and download the audit trail can be rather time consuming particularly if a department has more than a few units. With the WiFi options, this travel time is eliminated. Grier volunteered to be a beta site for the new product.

Knox releases a product to beta test once all internal testing is completed. The goal of the beta test is to analyze a product under normal, everyday conditions of use. It is during this phase of the testing the minor problems that would only be discovered by end user participation are

found and solved. This testing involves a lot of communication between the beta test site and Knox. Additionally, since a beta test has a limited time frame, the department is asked to use the unit more frequently than they most likely would under normal conditions. Knox provided software/firmware updates several times and had the department access the key at least once a week in every unit. The audit trail had to be downloaded frequently as



Iowa City's three new apparatus

well. Putting the new KeySecure to the test was our goal.

Iowa City received several beta KeySecure units that they installed and started using within 60 days. The difficult part of the set-up was getting the Knox program to communicate with the department's network. Most networks have firewalls and security protocols that provide several layers of security to prevent unauthorized users from accessing any part

Continued on next page

EDITORIAL

This edition of *Rapid Access* has a special pull out insert on locking down FDC connections. In our travels we continually hear about the problem of stolen brass connections. We hope this insert will give you some ideas on how to make those connections more secure.

If you haven't checked out what is new at Knox, I'd suggest you stop by our booth at an upcoming tradeshow in your area. We have several exciting new products we'd love to share with you. Since many of you may not be able to travel to the national shows due to budget cuts, we have made the decision to continue to exhibit at many of the state and regional shows. So even if you can't travel to one of the national shows, you should still be able to see Knox at a local show. On page 6, you will find a short listing of some of the upcoming shows where we will be exhibiting.

At Knox, we are very proud to say our products are made in the USA. As many companies move part or all of their operations overseas, Knox is committed to producing its products in the USA.

Thank you for your support of the Knox System. We look forward to serving your department for years to come



Cynthia Jones



Publisher
Knox Company

Editor Cynthia Jones
Art Director Cynthia Weiss

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Putting Knox to the Beta Test *Continued*

IOWA CITY, IA




Station 1

of their network. As part of the Knox WiFi set-up, Knox's engineers worked with Iowa City's network administrator so that the Knox program could maneuver through these layers of security and access the network. "Set-up was a little difficult but once the units were set up, it was a piece of cake. If I had a problem, I always had Knox tech support to walk me through it," explained Grier. (Knox will provide a series of questions to help a department's network administrator configure the Knox software to work smoothly within a department's network. Additionally Knox tech support and engineers can work with a department's network administrator to help make this process go smoothly.)

After the initial set-up our beta sites found Knox WiFi to be very easy to use. "I could sit in my office and update PINs and download audit trails. It's not a lot of time but it's so much easier," Grier shared. While KeySecure 4 didn't change Iowa City's standard operating guidelines, it's now able to make updates more quickly and uniformly. There's no longer a lag time between all units being updated that use to occur when units had to be physically visited to conduct updates and download audit trails. "It will help us to be more consistent with audit trails. If I

could figure it out anyone can," explained Grier

Knox would like to thank Iowa City and all our other beta sites for their help in testing the new Knox WiFi. 



Iowa City Fire Marshal John Grier

KNOX
WiFi




CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 17, 2020

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan 
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 238 - 2020, a resolution removing a special assessment applied to vacant lot 1033 W. Second Parcel Number 007413510017000 on Resolution No. 284 - 2018.

****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. 238 - 2020.

DISCUSSION: The City assessed mowing costs of \$650 against this lot in 2018. Since that time the City obtained the tax deed for the lot and received an offer from Elliott Oil Company to purchase it. The City requested the County to remove back taxes on the lot and this resolution will allow the County to remove the special assessment.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 238 – 2020

A RESOLUTION REMOVING A SPECIAL ASSESSMENT APPLIED TO VACANT LOT 1033 WEST SECOND PARCEL NUMBER 007413510017000 ON RESOLUTION NO. 284 - 2018

WHEREAS, the City of Ottumwa mowed grass and weeds on the above referenced property parcel in 2018; 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 \$ 650.00 in mowing fees on Resolution No. 284 - 2018; and

WHEREAS, the City took title to the above referenced property via the tax sale process after demolishing the derelict house on the property; and

WHEREAS, the City received a tax statement on 1033 W. Second Street and subsequently requested Wapello County Supervisors remove any taxes owed on the lot; and

WHEREAS, in the meantime, the City received a purchase offer for 1033 W. Second Street from the Elliott Oil Company; and

WHEREAS, the City must approve removing the special assessment before the County can proceed with action to remove the special assessment.

NOW, THEREFORE BE IT RESOLVED THAT, the special assessment for the vacant lot 1033 W. Second Street, Parcel No. 007413510017000, in the amount of \$650.00, be removed from Resolution No. 284 — 2018.

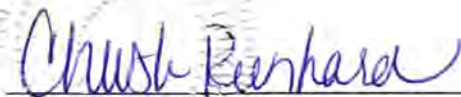
Passed and adopted this 17th day of November 2020.

CITY OF OTTUMWA, IOWA



Tom X Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



FILED
2020 NOV 13 AM 9:30
CITY OF OTTUMWA

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 17, 2020

Airport
Department

Chris Cobler
Prepared By
Phillip Rath
Department Head



City Administrator Approval

AGENDA TITLE: Resolution #239-2020 A resolution for the Mayor to sign a contract with the FAA and the City of Ottumwa to start the process of receiving a grant to do repairs on runway 4/22 and parallel taxi at the Ottumwa Regional Airport.

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt resolution # 239-2020

DISCUSSION: This contract with the FAA will start the process of receiving a grant to do much needed repairs on runway 4/22 and parallel taxi at the airport. The project will consist of crack repair and seal joints.. A slurry coat placed on the asphalt surface. With new markings being painted to finish the project. The estimated cost of this project is \$442,000.00. The FAA will be funding 90% of the project. The Airport will fund the remaining 10%. The Airport Advisory Board has approved this project.

Source of Funds: FAA 90% Airport Fund Balance 10% Budgeted Item: Budget Amendment Needed:

RESOLUTION # 239-2020

**A RESOLUTION APPROVING THE MAYOR TO SIGN A CONTRACT WITH THE
FAA AND THE CITY OF OTTUMWA FOR STARTING THE PROCESS OF
RECEIVING A GRANT FOR REPAIRS ON RUNWAY 4/22 AND PARALLEL TAXI AT
THE OTTUMWA REGIONAL AIRPORT.**

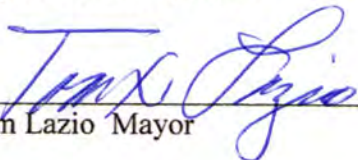
WHEREAS, The City Council of the City of Ottumwa, Iowa will allow Mayor to sign contract between the FAA and City of Ottumwa.

WHEREAS, This contract will start the process to enable the city to receive a grant to do repairs on runway 4/22 and parallel taxi at the Ottumwa Regional Airport.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT; The Mayor is allowed to sign the contract with the FAA and the City of Ottumwa to start the process of receiving a grant to do repairs on runway 4/22 and parallel taxi at the Ottumwa Regional Airport.

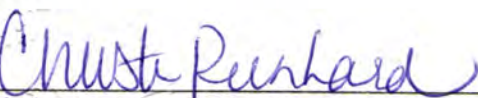
PASSED AND ADOPTED this November 17,2020

City of Ottumwa, Iowa



Tom Lazio Mayor

ATTEST:



Christina Reinhard, City Clerk



Airport Improvement Program (AIP) Project No. 3-19-0073-023
Ottumwa Regional Airport
Ottumwa, Iowa

THIS CONTRACT is made and entered into by and between the consulting firm of Kirkham, Michael & Associates, Inc. of Urbandale, Iowa, hereinafter called the "Consultant" and the City of Ottumwa, Iowa, hereinafter called the "Sponsor".

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1: GENERAL

The Sponsor agrees to employ the Consultant to provide the services described in Sections 3 through 6 for the following project.

- a. **Seal coat Runway 4/22 and parallel taxiway**
- b. **Crack repair and seal joints**
- c. **Provide new runway and taxiway markings**

Rob Garber, P.E., will represent the Consultant as Project Engineer, and Eric Johnson will represent the Consultant as Project Manager in the performance of this agreement. No one else will be assigned to act in this capacity without the Sponsor's prior written approval. The Project Manager shall be responsible for directing and coordinating all the activities necessary to complete this project.

The Consultant will provide all equipment and personnel necessary to do the tasks listed herein, except as otherwise provided. The Consultant shall be responsible for the quality, accuracy, and coordination of the design, drawings, reports, surveys, and other items furnished as part of this agreement.

SECTION 2: PRELIMINARY PHASE

"THIS PHASE NOT USED."

SECTION 3: DESIGN PHASE

Under this phase, the Consultant agrees to prepare the necessary construction plans and contract documents that will include special and general conditions, construction specifications, contract forms, labor provisions, notice to bidders, and proposal forms for the airport improvements listed in Section 1.

The Consultant will affix the seal of a registered Professional Engineer licensed to practice in the State of Iowa to the construction plans and specification/contract bound volume. The Consultant agrees to provide the following services:

- a. Project management and coordination. Coordinate with the Sponsor and the Federal Aviation Administration (FAA) to provide information on developments and decisions that are made concerning the project. Assist with preliminary project formulation and refinement of project scope. Prepare scope of services including a detailed breakdown of tasks and costs.

- b. Conduct a project kickoff meeting via teleconference with the Sponsor and the Federal Aviation Administration (FAA) in accordance with AIP Sponsor Guide No. 910 Predesign Conference. Kirkham Michael shall prepare a summary of the meeting that highlights critical project issues.
- c. Finalize design criteria in accordance with FAA Advisory Circulars. Submit a preliminary pavement layout and brief explanation of the layout including Runway 4/22, parallel taxiway, and connectors. Coordinate with FAA to ensure acceptance.
- d. Conduct field assessment of the existing site and pavement conditions ("Field Assessment").
 - 1. Research pavement history;
 - 2. Review surface treatment material alternates as design alternatives;
 - 3. Prepare cost analyses for surface treatment alternates;
 - 4. Submit Modification of Standards, if required.
- e. Surface rehabilitation recommendations for slurry.
- f. Develop preliminary Construction Safety & Phasing Plan (CSPP).
- g. Conduct field survey for determining quantities.
- h. Kirkham Michael will update the pavement classification number (PCN) for the asphalt Runway 4/22 pavements based upon current geotechnical and state information and other existing reports.
- i. Present the preliminary results and recommendations at a meeting at the Sponsor's location and via teleconference with the FAA. Incorporate applicable comments into the final plans, specifications, and design report.
- j. Prepare detailed plans, specifications, contract documents, Construction Safety & Phasing Plan (CSPP), and engineer's design report. Kirkham Michael shall use FAA Advisory Circular (AC) 150/5370-10, Standards for Specifying Construction of Airports and shall follow the AIP Sponsor Guides listed below (current as of the date that Kirkham Michael executed the Agreement).
 - 1. Guide No 700 - Grant Implantation
 - 2. Guide No. 920 – Engineering Report
 - 3. Guide No. 930 – Plans and Specifications
 - 4. Guide No. 940 – Regional Approved Modifications to AC 150/5370-10
 - 5. Guide No. 950 – Sponsor Modifications of FAA Standards
 - 6. Guide No. 960 – Operation Safety on Airports
- k. Prepare and submit electronically FAA Forms 7460-1 for Airspace Reviews of the Construction Safety & Phasing Plan (CSPP) staging/storage area boundaries, haul/access routes, and construction limit boundaries for each phase. Submittals will include detailed exhibits.
- l. Perform Quality Control review of the above documents by a senior airport engineer prior to submittal to the Sponsor and FAA.
- m. Submit plans, specifications, contract documents, and engineer's design report to the Sponsor (1 copy) and FAA (2 copies) for review within 10 days of the date that the Sponsor executed this

Agreement. Revise and submit the plans, specifications, contract documents, and engineers design report within 30 days of receipt of comments from FAA.

- n. Conduct a plan-in-hand review meeting on-site with the Sponsor.

The original documents, such as tracings, plans, specifications, maps, basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of this contract are instruments of service and shall remain the Consultant's property. Reproducible copies of drawings and copies of other pertinent data will be made available to the sponsor upon request. Copies of disks containing all drawings will be furnished to the sponsor for their use. The Consultant will provide, without cost to the Sponsor and approving agencies, the necessary number of copies for review and approval.

This phase will be complete upon completion of all items listed above.

SECTION 4: BIDDING PHASE

Under this phase of the contract, the Consultant will assist the Sponsor in advertising and securing bids. The Consultant agrees to provide the following services:

- a. Provide sufficient copies of the approved plans and specifications to the Sponsor, plan rooms, and www.QuestCDN.com for advertising and bidding. Copies of the documents will be furnished to prospective bidders at a cost fixed by Kirkham Michael. Kirkham Michael shall perform in accordance with AIP Sponsor Guide No. 1010 *Bidding*.
- b. Mail and/or email Notices to potential bidders and plan rooms. Contact contractors as needed to promote general interest in the project. Maintain a planholders list.
- c. Answer questions raised during the bidding process.
- d. Issue addenda as required.
- e. Attend the bid opening at the Sponsor's location.
- f. Tabulate and analyze bid results.
- g. Review bidder's qualifications. Evaluate bidders' compliance with Buy American Certification and DBE participation requirements.
- h. Furnish a written recommendation to the Sponsor regarding the award of the construction contract. The recommendation will include:
 - 1. Bid date;
 - 2. Summarized bid table;
 - 3. Evaluation of unit price extensions and total base bid, including an error check;
 - 4. Addendums and acknowledgements;
 - 5. Additional insured cost, if any;
 - 6. DBE utilization, DBE letter of intent, DBE goal, and good faith effort (GFE) (if any), review for compliance with Sponsor's DBE program requirements;

7. Buy American compliance;
 8. Confirmation of bidder's signature on proposal form;
 9. Bid guarantee;
 10. Pre-qualification requirements;
 11. Pre-bid meeting (if any);
 12. Review of qualifications;
 13. Debarment list verification;
 14. Provide list of subcontractors;
 15. Recommendation to award.
- i. Conduct one teleconference to present bids to the Sponsor.
 - j. Assist the Sponsor with the submission of documents necessary to obtain construction contract approval in accordance with AIP Sponsor Guide No. 1020 *Contract Award*.
 - k. After FAA's and Sponsor's approvals, prepare all executed contract documents necessary for the project including bonds, insurance, contracts, drawings, etc. Bind the contract documents with the specifications and provide one bound set each to FAA, Sponsor, and Contractor.

This phase will be considered complete when the executed contracts have been approved by the Sponsor and FAA. Re-advertising, if necessary, will be negotiated under a supplemental agreement to this contract.

SECTION 5: CONSTRUCTION PHASE
(INCLUDES OBSERVATION)

Based on estimated 45 Working Days (Estimated Construction Contract Time)

Under this phase, the Consultant agrees to perform the following services:

- a. Project Administration. Provide general consultation and technical assistance to the Sponsor during all construction phases. Coordinate with the Sponsor and FAA to ensure all parties have timely information on developments and decisions that are made concerning the project. Provide 5 sets of plans and specifications to the Construction Contractor for their use.
- b. Prepare and submit Quarterly Performance Reports.
- c. Assign a Project Engineer to the project who will periodically perform Construction Observation of the work in progress. It is estimated that the Project Engineer will make 3 site visits: approximately every other week, plus 1 visit prior to the start of the seal coat, and 1 visit upon completion of temporary marking, for a total of 4 visits (estimated).
- d. Review shop drawings and all materials data submitted by Construction Contractors for general compliance with design concepts and Buy American provisions. Kirkham Michael's review of such information is not a guarantee of suitability, does not relieve the Contractor of any of its responsibilities, and the Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.
- e. Conduct a preconstruction conference per AIP Sponsor Guide No. 1040 Preconstruction

Conference. Submit a formal report of the conference discussions.

- f. Upon receipt of FAA and Sponsor authorization, issue the Notice to Proceed to the Construction Contractor. FAA authorization will not be issued until all conditions are met in accordance with AIP Sponsor Guide No. 1050 *Notice to Proceed*.
- g. Provide full-time on-site Construction Observation in accordance with AIP Sponsor Guide No. 1030 Construction Observation, except that a Construction Observation Program will not be prepared.
- h. Submit weekly FAA Form 5370-1 "Construction Progress and Inspection Reports" and testing reports to the Sponsor and FAA.
- i. Provide a weekly photo log with the Construction Reports for each week that the contractor is on-site from the start of construction until substantial completion.
- j. Monitor compliance with Davis-Bacon requirements, DBE requirements, and E.E.O requirements per AIP Sponsor Guide No. Labor Provisions: Development Projects and Guide No. 1073 Monitoring Labor and Civil Rights Requirements Development Projects. Provide Davis-Bacon compliance documentation to Sponsor during the project closeout.
- k. Prepare and negotiate construction contract modifications, change orders, and supplemental agreements per AIP Sponsor Guide No. 1080 Contract Modifications.
- l. Review amounts owed to construction contractors and prepare progress estimate forms certified by Construction Contractor(s).
- m. Arrange and conduct final walk-through with Sponsor and Construction Contractor. Prepare punch list and monitor completion of punch list items.
- n. Arrange and attend final inspection.

SECTION 5A: CLOSE-OUT PHASE

Under this phase, the Consultant agrees to perform the following services. Final close-out documents shall be provided to FAA within 90 days of the final acceptance.

- a. Sponsor Certification for Final Acceptance
- b. Final Inspection Report (5100-17)
- c. Final Outlay Report (SF-271)
- d. Final Federal Financial Report (SF-425)
- e. Final Project Cost Summary
- f. Summary of DBE Utilization – to be included in the Final Construction Report
- g. Final Construction Report – one copy each to Sponsor and FAA
- h. As-built Drawings - one copy each to Sponsor and FAA
- i. As-built Airport Layout Plan – will not be completed

SECTION 6: SPECIAL SERVICES

Under this phase, the Consultant will provide the following services. Services not listed in Sections 3 through 6 can only be added by supplemental agreement to this contract.

Airport Layout Plan (ALP) preparation or update to meet FAA standards, feasibility studies, environmental studies and assessment reports and photogrammetry surveys is not included in this contract.

SECTION 7: FEES AND CHARGES

The Sponsor shall pay the Consultant for the services described in this agreement as follows:

Section 2: Preliminary Phase. "THIS PHASE NOT USED."

Section 3: Design Phase. Payment for the items included in Section 3: Design Phase shall be made based on the Lump Sum of \$60,551.65 and subcontract costs. The schedule of charges and reimbursable expenses is Exhibit A attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 3 will not be greater than \$60,551.65 if the scope of work as set forth in Section 1 is not exceeded. No payment above the Lump Sum limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Payment shall be due according to the following payment schedule:

A 25% retainage of the total payment will be withheld until after plans and specifications are approved.

Section 4: Bidding Phase. Payment for the items included in Section 4: Bid Phase shall be made based on the Lump Sum of \$9,535.11 and subcontract costs. The schedule of charges and reimbursable expenses is Exhibit B attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 4 will not be greater than \$9,535.11 if the scope of work as set forth in Section 1 is not exceeded. No payment above the Lump Sum limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Payment shall be due according to the following payment schedule:

85% when bids received;
15% when item e in Section 4: Bidding Phase is completed.

Section 5: Construction Phase. Payment for the items included in Section 5: Construction Phase shall be made based on direct salary, overhead costs, and reimbursable expenses incurred plus a fixed payment of \$6,918.61 and subcontract costs. The schedule of charges and reimbursable expenses is Exhibit C attached and made a

part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 5 will not be greater than the "Not-to-Exceed" (NTE) amount of \$66,813.72 if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Section 1 is not exceeded. If construction contract time is exceeded or the scope of services is increased, then the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Section 5A: Close Out Phase. Payment for the items included in Section 5A: Close out Phase shall be the lump sum of \$12,853.93 shown on Exhibit D attached and made a part hereto. Payment shall be due according to the following payment schedule:

Payment shall be due when the final close-out documents are accepted and approved by FAA.

Section 6: Special Services. If Special Services are added during the course of this contract, a supplemental agreement will be executed to cover any added fees when the services are authorized. All supplemental agreements are subject to the same approvals as this agreement.

Section 7: Payment Provisions and Adjustments. All payments shall be made based on the lump sum amounts or unit charges and fixed fees, as provided. If the scope of Consultant service's changes, causing an increase or decrease to the Consultant's costs, this Contract shall be adjusted to cover the increase or decrease in costs. If circumstances beyond the control of the Consultant require more than 18 months from the date of this agreement to complete the work specified herein, this contract may be adjusted to cover any increase in the Consultant's costs yet to be incurred. All adjustments shall be negotiated in the same manner as this contract and shall be executed as a Supplemental Agreement to the original contract. The Sponsor will not reduce the Consultant's final payment for any part of the project designed but not actually constructed.

The Consultant shall attach a separate Exhibit to this agreement for each subconsultant used in each phase for any part of the services to be performed by subconsultant. Subconsultant Exhibits shall break out hours, rates, and fees necessary for determination of reasonableness of cost.

Federal Contract Provisions dated November 12, 2019 are attached to this Agreement and shall be considered incorporated and be an integral part of this agreement.

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Ottumwa Regional Airport, Ottumwa, Iowa)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they maybe amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carryout applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☑) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is (✓) is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (✓) is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes

conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

APPROVALS.

It is understood and agreed that this contract and any subcontracts or supplemental agreements are subject to approval by the Federal Aviation Administration before any state or federal funds are obligated.

IN TESTIMONY WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives on this ____ day of _____, 20__, with copies to be filed with the Federal Aviation Administration.

CONSULTING FIRM

Kirkham, Michael & Associates, Inc.
4390 114th Street
Urbandale, Iowa 50322

ATTEST

Eric W. Johnson
Vice President

AIRPORT SPONSOR

City of Ottumwa Iowa
105 East Third Street
Ottumwa, Iowa 52501


Christina Reinhard
Christina Reinhard, City Clerk
ATTEST

Tom X. Lazio
Tom X. Lazio, Mayor

Title

Kirkham Michael

Exhibit A
Design Phase
Ottumwa Regional Airport
Runway 4/22 Rehab and Associated Taxiways
AIP No. 3-19-0073-023

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$88.95	\$ -
Sr. Project Engineer	55	\$52.88	\$ 2,908.40
Project Manager	70	\$56.73	\$ 3,971.10
Project Engineer	100	\$45.92	\$ 4,592.00
CADD Tech.	120	\$33.50	\$ 4,020.00
Survey RLS		\$34.75	\$ -
Asst. Engineer	60	\$29.57	\$ 1,774.20
Party Chief	20	\$34.75	\$ 695.00
Clerical	25	\$25.00	\$ 625.00

Total Direct Salary \$ 18,585.70

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 182.07% \$ 33,838.98

Item No 3 - Subtotal of Items 1 & 2 \$ 52,424.68

Item No. 4 - Fixed Fee: 12% of Item 3 \$ 6,290.96

Item No. 5 - Direct Non-Salary Expenses

Mileage	300	\$0.57	\$ 171.00
Per Diem	3	\$55.00	\$ 165.00
Lodging		\$96.00	\$ -
Printing	1	\$1,500.00	\$ 1,500.00

Total Non-Salary Expenses \$ 1,836.00

Item No. 6 - Subconsultants

Total Subs \$ -

Item No. 7 - Lump Sum 3, 4, 5 & 6 \$ 60,551.65

Kirkham Michael

Exhibit B

Bid Phase

Ottumwa Regional Airport

Runway 4/22 Rehab and Associated Taxiways

AIP No. 3-19-0073-023

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$88.95	\$ -
Sr. Project Engineer	4	\$52.88	\$ 211.52
Project Manager	10	\$56.73	\$ 567.30
Project Engineer	25	\$45.92	\$ 1,148.00
CADD Tech.		\$33.50	\$ -
Survey Manager		\$34.75	\$ -
Asst. Engineer	20	\$29.57	\$ 591.40
Party Chief		\$34.75	\$ -
Clerical	20	\$25.00	\$ 500.00
Total Direct Salary			\$ 3,018.22

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 182.07% \$ 5,495.27

Item No 3 - Subtotal of Items 1 & 2 \$ 8,513.49

Item No. 4 - Fixed Fee: 12% of Item 3 \$ 1,021.62

Item No. 5 - Direct Non-Salary Expenses

Mileage \$0.57 \$ -
Per Diem \$55.00 \$ -
Lodging \$96.00 \$ -
Total Non-Salary Expenses \$ -

Item No. 6 - Subconsultants

Total Subs \$ -

Item No. 7 - Lump Sum 3, 4, 5 & 6 \$ 9,535.11

Kirkham Michael

Exhibit C
Construction Phase - 45 Working Days
Ottumwa Regional Airport
Runway 4/22 Rehab and Associated Taxiways
AIP No. 3-19-0073-023

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$88.95	\$ -
Sr. Project Engineer	15	\$52.88	\$ 793.20
Project Manager	60	\$56.73	\$ 3,403.80
Project Engineer	100	\$45.92	\$ 4,592.00
CADD		\$33.50	\$ -
Eng. Tech.	80	\$34.75	\$ 2,780.00
Observer	300	\$29.57	\$ 8,871.00
Party Chief		\$34.75	\$ -
Clerical		\$25.00	\$ -
Total Direct Salary			\$ 20,440.00

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 182.07% \$ 37,215.11

Item No 3 - Subtotal of Items 1 & 2 \$ 57,655.11

Item No. 4 - Fixed Fee: 12% of Item 3 \$ 6,918.61

Item No. 5 - Direct Non-Salary Expenses

Mileage	2,000	\$0.57	\$ 1,140.00
Per Diem	20	\$55.00	\$ 1,100.00
Lodging		\$96.00	\$ -
Total Non-Salary Expenses			\$ 2,240.00

Item No. 6 - Subconsultants

\$ -

Total Subs \$ -

Item No. 7 - Total Not-To-Exceed 3, 4, 5 & 6 **\$ 66,813.72**

Kirkham Michael

Exhibit D
Close Out Phase
Ottumwa Regional Airport
Runway 4/22 Rehab and Associated Taxiways
AIP No. 3-19-0073-023

Item No. 1 - Direct Salary Costs

Title	Hours	Direct Salary Rate/Hour	Costs
Principal		\$88.95	\$ -
Sr. Project Engineer	5	\$52.88	\$ 264.40
Project Manager	15	\$56.73	\$ 850.95
Project Engineer	20	\$45.92	\$ 918.40
CADD	40	\$33.50	\$ 1,340.00
Eng. Tech.	20	\$34.75	\$ 695.00
Observer		\$29.57	\$ -
Party Chief		\$34.75	\$ -
Clerical		\$25.00	\$ -
		Total Direct Salary	\$ 4,068.75

Item No. 2 - Labor and General & Administrative Overhead

Percentage of Direct Salary Costs 182.07% \$ 7,407.97

Item No 3 - Subtotal of Items 1 & 2 \$ 11,476.72

Item No. 4 - Fixed Fee: 12% of Item 3 \$ 1,377.21

Item No. 5 - Direct Non-Salary Expenses

Mileage	0	\$0.57	\$ -
Per Diem	0	\$55.00	\$ -
Lodging	0	\$96.00	\$ -
		Total Non-Salary Expenses	\$ -

Item No. 6 - Subconsultants

Total Subs \$ -

Item No. 7 - Total Lump Sum 3, 4, 5 & 6 \$ 12,853.93

Kirkham Michael & Associates, Inc.
Statement of Direct Labor, Fringe Benefits and General Overhead
For the Year Ended November 30, 2019

Description	General Ledger Balance	Portion Unallowable	FAR Ref.	Total Proposed
Direct Labor	<u>\$ 3,702,391.91</u>	<u>\$ -</u>		<u>\$ 3,702,391.91</u>
Fringe Benefits				
Vacation/Sick/Holiday	\$ 515,665.83	\$ -		\$ 515,665.83
Payroll Taxes	473,430.81	6,431.98	(m)	466,998.83
Group Insurance	867,098.36			867,098.36
Pension	491,541.19	52,799.77	(a)	438,741.42
Employee Welfare	52,090.93	26,158.46	(b)	25,932.47
Total Fringe Benefits	<u>\$ 2,399,827.12</u>	<u>\$ 85,390.21</u>		<u>\$ 2,314,436.91</u>
General Overhead				
Indirect Labor	\$ 3,136,268.84	\$ 496,605.09	(c)	\$ 2,639,663.75
Rent-Office	343,894.12			343,894.12
Utilities and Maintenance	36,090.38			36,090.38
Printing and Print Supplies	19,475.57			19,475.57
Supplies	29,234.56			29,234.56
Field Supplies and Equipment	55,245.16			55,245.16
Vehicle Expense	98,738.01	457.04	(d)	98,281.97
Postage and Shipping	9,502.11			9,502.11
Equipment Rent/Maintenance	457,624.17			457,624.17
Interest	35,191.20	35,191.20	(e)	-
Telephone	85,443.22			85,443.22
Business Insurance	194,937.25			194,937.25
Legal and Accounting Fees	53,690.88	9,180.46	(f)	44,510.42
Travel	165,863.94	44,968.00	(g) (b)	120,895.94
Dues, Fees and Subscriptions	179,822.36	6,889.17	(h)	172,933.19
Depreciation and Amortization	106,664.61			106,664.61
State Income and Personal Property Tax	11,937.35			11,937.35
Contributions	5,470.00	5,470.00	(i)	-
Key Person Life	16,437.00	16,437.00	(j)	-
Promotion	57,027.04	57,027.04	(k)	-
Federal Taxes	1.00	1.00	(l)	-
Total General Overhead	<u>\$ 5,098,559.77</u>	<u>\$ 672,226.00</u>		<u>\$ 4,426,333.77</u>
Total Indirect Costs	<u>\$ 7,498,386.89</u>	<u>\$ 757,616.21</u>		<u>\$ 6,740,770.68</u>
Percentage of Direct Labor				182.07%

FAR References:

- (a) 31.205-6(q) - The value of the ESOP stock contribution is limited to the fair market value of the stock on the date that title is effectively transferred to the trust.
- (b) 31.205-14 - Entertainment costs for the purpose of employee relations are not allowed.
- (c) 31.205-6 - Reasonable compensation calculated
- (d) 31.205-6(m)(2) - Personal use of company vehicle costs are not allowed.
- (e) 31.205-20 - Interest and other financial costs are not allowed.
- (f) 31.205-19 - Cost to correct own defects are not allowed.
- (g) 31.205-51 - Alcoholic beverages costs are not allowed.
- (h) 31.205-22 - Lobbying and political activity costs are not allowed.
- (i) 31.205-8 - Contributions and donations are not allowed.
- (j) 31.205-19 - Key-Person life insurance cost not allowed when company is beneficiary.
- (k) 31.205-1 - Public relations and advertising costs are not allowed.
- (l) 31.205-4 - Federal income taxes are not allowed.
- (m) 31.201-6(a) When an unallowable cost is incurred, directly associated costs are also unallowable.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Nov 17, 2020

Kevin C. Flanagan

Prepared By

Kevin C. Flanagan

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: Resolution NO. 240-2020 a Resolution setting the time and date of a public hearing on the annexation of certain land to the City of Ottumwa, Iowa and accepting an application for the voluntary annexation of certain land to the City of Ottumwa and providing for notice of certain City Council action

Public hearing required if this box is checked.

RECOMMENDATION: Approve and Pass Resolution NO. 240-2020.

DISCUSSION: The septic tank at 1120 Pennsylvania failed, requiring a connection to the City's sewer system. Due to the property being contiguous with the City's corporate boundary, the owners of 1120 East Pennsylvania, Laura and Shawn Berry, have agreed to voluntary annexation of the property, in order to receive City services. The owners have also waived their right to withdraw within three days of our public hearing on their application.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

November 17, 2020

5:30 P.M.

- Resolution setting the date of a public hearing on the annexation of certain land to the City of Ottumwa, Iowa

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE CITY.

November 17, 2020

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

Holly Berg, Matt Dalbey, Marc Roe, Skip Stevens

Absent: Bob Meyers

Vacant: None

* * * * *

Council Member Dalbey then introduced the following proposed Resolution entitled "RESOLUTION SETTING THE DATE OF A PUBLIC HEARING ON THE ANNEXATION OF CERTAIN LAND TO THE CITY OF OTTUMWA, IOWA ", and moved that the same be adopted. Council Member Stevens seconded the motion to adopt. The roll was called, and the vote was:

AYES: Berg, Dalbey, Roe, Stevens

Absent: Meyers

NAYS: None

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 240-2020

RESOLUTION SETTING THE DATE OF A PUBLIC HEARING ON THE ANNEXATION OF CERTAIN LAND TO THE CITY OF OTTUMWA, IOWA, AND ACCEPTING AN APPLICATION FOR VOLUNTARY ANNEXATION OF CERTAIN LAND TO THE CITY OF OTTUMWA AND PROVIDING FOR NOTICE OF CERTAIN CITY COUNCIL ACTION

WHEREAS, the City Council of the City of Ottumwa, Iowa (the "City") has received an application for voluntary annexation to the City (the "Application") from Shawn Berry and Laura Berry, owners of the following described tract of land, to wit:

1120 East Pennsylvania property

The East Half (E½) of Lots Seven (7) and Eight (8) of William H. Hammond's Subdivision of the South Half (S½) of the Northwest Quarter (NW¼) of Section Twenty (20), Township Seventy-two (72) North, Range Thirteen (13) West of the 5th P.M. in Wapello County, Iowa.

(the "Annexation Territory"); and

WHEREAS, the Annexation Territory contains approximately 4.53 acres more or less, and a map of the Annexation Territory is available for public inspection in the office of the City Clerk; and

WHEREAS, the Annexation Territory is not located within an urbanized area of any city other than the City of Ottumwa; and

WHEREAS the City Council wishes to give proper consideration to the Application as required by law.

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

Section 1. That a public hearing shall be held on the proposed Application before the City Council at its meeting in the Council Chambers, City Hall, 105 Third Street, Ottumwa, Iowa, which commences at 5:30 P.M. on November 17, 2020, at which meeting the City Council proposes to take action on the Application.

Section 2. The City Clerk is hereby directed to send a copy of the Application and this Resolution to the Board of Supervisors of Wapello County by certified mail at least fourteen (14) business days prior to the public hearing date set in this Resolution, together with a notice that the City Council will consider the Application and take action on the date set.

Section 3. The City Clerk is hereby directed to cause notice to be published in the Ottumwa Courier, an official county newspaper of Wapello County, of the Application and the

date upon which the Council will consider and act upon the Application, at least fourteen (14) days prior to the public hearing date, such notice to be in substantially the following form:

NOTICE OF INTENT TO HOLD A PUBLIC HEARING AND
ACT UPON AN APPLICATION FOR VOLUNTARY ANNEXATION

The Ottumwa City Council will hold a public hearing at its meeting in the Council Chambers, City Hall, 105 Third Street, Ottumwa, Iowa, which meeting begins at 5:30 P.M. on December 15, 2020, on the proposed voluntary annexation of the following property to the City of Ottumwa:

1120 East Pennsylvania property

The East Half (E½) of Lots Seven (7) and Eight (8) of William H. Hammond's Subdivision of the South Half (S½) of the Northwest Quarter (NW¼) of Section Twenty (20), Township Seventy-two (72) North, Range Thirteen (13) West of the 5th P.M. in Wapello County, Iowa.

The above-described property contains approximately 4.53 acres more or less. A map of the property is available for public inspection in the office of the City Clerk.

At said meeting, the City Council will hold a public hearing and consider whether to approve by resolution the annexation of the above-described property to the City. Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

Please check the posted agenda in advance of the December 15, 2020 meeting for any updates to the manner in which the public may access the hearing. Please contact the City Clerk's office at (641) 683-0600 if you have questions about the format of the meeting or to request copies of the annexation documents.

This Notice is given by authority of the City Council of the City of Ottumwa.

Dated this 19th day of November, 2020

Christina Reinhard
City Clerk, City of Ottumwa, Iowa

(End of Notice)

APPROVED this 17th day of November, 2020



Mayor

Attest:




City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

I, the undersigned City Clerk of Ottumwa, Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of said Municipality showing proceedings of the Council, and the same is a true and complete copy of the action taken by said Council with respect to said matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council (a copy of the face sheet of said agenda being attached hereto) pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by said law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of said Municipality hereto affixed this 17th day of November, 2020.

Christa Reinhard
City Clerk, Ottumwa, Iowa



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CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

711
2020 NOV 13 AM 10:30
111

Council Meeting of: November 17, 2020

Alicia Bankson


Prepared By



Department Head

Engineering Department

Department



City Administrator Approval

AGENDA TITLE: Resolution #242-2020. Approving the Professional Services Agreement for Engineering Services between JEO Consulting Group and the City of Ottumwa for the Green Street Storm Sewer Improvements Project.

RECOMMENDATION: Pass and adopt Resolution #242-2020.

DISCUSSION: During both the Main Street Projects a separate storm system was installed and then re-combined at the Main and Green Street intersection. This project will connect the newly installed storm system and complete the backbone for future separation.

JEO Consulting Group shall assist the City of Ottumwa with an evaluation and design of storm sewer improvement along Green Street from south edge Main Street to the Des Moines River. Key features include all necessary BNSF and USCOE permitting processes including Geo Tech coordination. The sanitary sewer will be evaluated as part of the design but currently thought to be serviceable. Green Street will be reconstructed full width, full depth, PCC from Main Street to River Drive including sidewalk areas.

The storm installation will include a 42" RCP gravity pressure line. As part of a new river outfall it is anticipated that the existing river-wall gate well will need modifications to include a sluice gate closures

This is a \$137,120.00 lump sum contract.

The preliminary estimate for construction is \$790,000

Source of Funds: Sewer Fund Balance

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION #242-2020

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING SERVICES BETWEEN JEO CONSULTING GROUP AND THE CITY OF
OTTUMWA FOR THE GREEN STREET STORM SEWER IMPROVEMENTS PROJECT

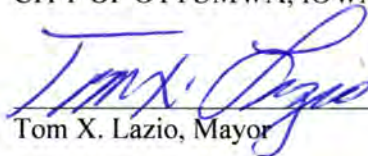
WHEREAS, JEO Consulting Group shall assist the City of Ottumwa with an evaluation and design of storm sewer improvement along Green Street from approximately Main Street to the Des Moines River.

WHEREAS, Total lump sum contract amount is \$137,120.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Professional Services Agreement between JEO Consulting Group and the City of Ottumwa for the Green Street Storm Sewer Improvements Project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 17th day of November, 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk





**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of 11.17.2020 ("Effective Date") between City of Ottumwa ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Green Street Storm Sewer Improvements ("Project").

JEO Project Number: 200341.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: \$137,120.00
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner:

Tom X. Lazio

By: Tom X. Lazio

Title: Mayor

Date Signed: 11-17-2020

Address for giving notices:

City of Ottumwa

105 E. Third Street

Ottumwa, IA 52501

Engineer: JEO Consulting Group, Inc.

Daniel Sturm

By: Daniel Sturm, P.E.

Title: Project Manager

Date Signed: 11/11/2020

Address for giving notices:

JEO Consulting Group, Inc.

1615 SW Main St, Suite 205

Ankeny, IA 50023

Green St. Storm Sewer Improvements

Ottumwa, Iowa

PROJECT DESCRIPTION:

JEO Consulting Group ("Engineer") shall assist the City of Ottumwa ("Owner") with an evaluation and design of storm sewer improvement along Green St. from approximately Main St. to the Des Moines River. The upstream limits of the improvement is anticipated to be the existing manhole constructed in the southeast side of the intersection that included a 42" RCP extension that was anticipated to be extended to a new river outfall. As part of a new river outfall it is anticipated that the existing sea-wall will need modification and that a flapgate closure will be incorporated onto the proposed pipe. At this time a secondary gatewell/slidegate closure structure is not anticipated.

It is anticipated that the project will include the development of a hydrologic and hydraulic model; review of pipe materials and review of closure structure alternatives with the City at an approximately 30% design stage. It is anticipated that at this time JEO will assist the City in making a final decision on the design direction and JEO will advance the design to include a final signed and sealed package ready for bidding.

The scope of the Project shall include the following tasks:

- Task 100 – Project Management and Meetings
- Task 200 – Field Data Collection (Survey)
- Task 300 – Geotechnical Evaluation
- Task 400 – 30% Design Phase
- Task 500 – 60% Design Phase
- Task 600 – 90% Design Phase
- Task 700 – Design Finalization Process
- Task 800 – BNSF Railroad Coordination
- Task 900 – USACE Section 408 Coordination
- Task 1000 – USACE Environmental Permitting
- Task 1100 – Bidding and Negotiation Phase

BASIC SCOPE OF SERVICES:

ALL SECTIONS – PROJECT MANAGEMENT

A. TASK 100 – PROJECT MANAGEMENT & ADMINISTRATION

- a. Provide project management oversight over all facets and phases of the project.
 - i. Provide oversight to ensure scope of services and schedule are met.
 - ii. Provide timely and coordinated communication to and from the Owner for requests for information, providing progress updates, scheduling meetings, and receiving and providing feedback.
 - iii. Coordination of project disciplines including facilitating internal communication, transfer of documents, and scheduling of field services to minimize errors and delays in the development of modeling, reports, and correspondence to ensure a timely project completion.
 - iv. Review billed hours by design team and prepare invoice statements for Owner.

- b. Meet with the Owner for one (1) Project Kickoff Meeting to review project requirements, collect existing information, and review available data pertaining to the existing storm sewer improvement. Existing data may include maps, GIS data, project histories, prior reports, prior field investigation data, and other pertinent information. It is anticipated that the kickoff meeting will be held at the City of Ottumwa and will also include a site visit to walk the site and review site conditions.
- c. Meet with the Owner for one (1) 30% Design Review Meeting. It is anticipated that this meeting will be held in JEO's Ankeny office and will include the design team and representatives from the City of Ottumwa. The 30% construction documents will be reviewed. Comments from the City of Ottumwa will be incorporated into future design submittals.
- d. Meet with the Owner for one (1) 60% Design Review Meeting/Plan in Hand. It is anticipated that this meeting will be held at the City of Ottumwa and will include a plan in hand site visit to review potential utility conflicts and to confirm site conditions. Comments from the City of Ottumwa will be incorporated into future design submittals.
- e. Meet with the Owner for one (1) 90% Design Review Meeting. It is anticipated that this meeting will be held in JEO's Ankeny office and will include the design team and representatives from the City of Ottumwa. The 90% construction documents will be reviewed. Comments from the City of Ottumwa will be incorporated into future design submittals.
- f. Future meetings including support during the bidding and construction phases will be included in later amendments/authorizations.

B. TASK 200 – FIELD DATA COLLECTION (SURVEY)

- a. The JEO team will collect a design level topographic survey to be utilized as the basis of design and development of the construction documents. The limits of the survey are included in the attached Figure 1 and generally described as Green St. from Main St. to the Des Moines River.
 - i. It is assumed that the Owner's staff will be available during the survey collection phase to provide locations and additional information on the existing infrastructure as needed.
- b. Utilize survey grade GPS equipment and Robotic Total Station to provide a northing, easting, and elevation on the structure rim. Horizontal Datum will be provided in Iowa State Plane (NAD 83/Iowa South) and the Vertical Datum will be provided using NAVD 88.
- c. The JEO team will schedule a utility locate and/or request for utility maps within the existing project areas and incorporate into drawings. Upon locating utilities based on provided information (field locates and provided maps) and incorporating the data into topographic survey, provide drawings to the respective utility companies/agencies for confirmation of location.

C. TASK 300 – GEOTECHNICAL EVALUATION

- a. The JEO team will sub-consult with Terracon Consultants, Inc. to complete a geotechnical evaluation of the proposed improvement and provide recommendations for inclusion into the design documents.

- b. Field Exploration
 - i. The field exploration will consist of the following:
 - 1. 1 boring on the existing levee crest to a depth of 40'
 - 2. 1 boring near the railroad crossing (just outside of RR ROW) to a depth of 30'
 - 3. 1 boring near the manhole at Green St and Main St. to a depth of 30'
 - ii. Each boring is anticipated to locate the underlying bedrock at the depths noted above, which will be included in the development of the seepage analysis model.
 - iii. Boring locations will be surveyed and shown in the topographic survey drawings and referenced in the construction drawings
 - iv. Borings in the levee embankment will be backfilled with grout upon completion, while other borings will be backfilled with auger cuttings and bentonite chips. Penetrations into existing pavements will be patched with sack-mixed concrete.
- c. Laboratory Testing
 - i. Based on the field information collected the laboratory testing will be assigned to better understand select engineering properties of various soil strata, which may include:
 - 1. Water content
 - 2. Unconfined compressive strength
 - 3. Dry density
 - 4. Atterberg limits
 - 5. Grain size analysis
 - 6. Hydraulic conductivity (permeability)
- d. Based on the findings of the field exploration and laboratory testing a geotechnical engineering report will be prepared including the following:
 - i. Boring logs with field and laboratory data
 - ii. Stratification based on visual soil and rock descriptions
 - iii. Groundwater levels observed during and after the completion of drilling
 - iv. Site Location and Exploration Plan
 - v. Subsurface exploration procedures
 - vi. Description of subsurface conditions
 - vii. Earthwork construction, including:
 - 1. Site preparation
 - 2. Considerations for existing fill soils
 - 3. Shrink-swell soil design considerations, if applicable
 - 4. Structural fill material types, including suitability of on-site soils
 - 5. Structural fill compaction criteria
 - 6. Excavation considerations
 - 7. Dewatering considerations (if applicable)
 - viii. Lateral earth pressure recommendations for design of below-grade walls and trenchless installation of the storm below the railroad
- e. Levee Crossing Analysis and reporting
 - i. In coordination with the storm sewer design through the existing levee embankment, seepage, global slope stability, and settlement analysis will be performed at one representative levee cross-section. Analysis for both the construction excavation and post-construction cases will be performed. Once

the analysis are completed it will be summarized in a detailed report that reviews the findings and methodology.

D. TASK 400 – 30% DESIGN PROCESS

Objective: During this task, the design team will develop a hydrologic and hydraulic model that will serve as the basis for the design. The hydrologic and hydraulic model will incorporate the topographic relief of the site to evaluate the potential for pressurized flow in the system. The JEO team will also review design alternatives for the proposed improvements and prepare a 30% plan set that illustrates the basis of the improvements to be made.

Deliverable: The deliverable shall include a hydrologic and hydraulic model, 30% plan set and opinion of probable cost.

- a. The JEO team will develop a hydrologic and hydraulic model of the system to evaluate the flow characteristics. The hydraulic evaluation will also consider potential pressure conditions on the storm sewer pipe due to the existing topography as well as tailwater conditions at the Des Moines River. It is anticipated that the model will evaluate two conditions.
 - i. Low water conditions on the Des Moines River resulting in free outfall at the proposed outlet.
 - ii. Flood conditions on the Des Moines River impacting the proposed outlet. It is anticipated that the Des Moines River elevations will be evaluated at the top of levee elevation. If during the course of the evaluation, the design team identifies other hydraulic considerations that should be evaluated, the conditions will be reviewed with the City of Ottumwa.
- b. The JEO team will review the site information including survey and utility locates and develop a preliminary alignment (horizontal & vertical) of the proposed storm sewer alignment.
- c. The JEO team will review the site information including survey and utility locates and develop up to two (2) alternatives for storm sewer pipe material. It is anticipated that due to the topographic relief of the site
- d. Create a 30% plan set that includes a title sheet, location map, plan and profile sheets, and appropriate detail sheets to illustrate preliminary improvements.
 - i. Prepare a 30% engineer's opinion of probable cost (OPC).
 - ii. Conduct an internal 30% QA/QC of the plan set and OPC.
 - iii. Conduct a 30% review meeting with City staff (Task 100)

E. TASK 500 – 60% DESIGN PROCESS

Objective: During the 60% design process much of the detail of the design including the sub-disciplines such as structural will be incorporated into the plan set.

Deliverable: The deliverables shall include a 60% plan set and opinion of probable cost.

- a. The JEO team will coordinate with utility companies/agencies to identify conflicts and to develop resolution. At this time, it is anticipated that there may be minor relocation of water/sewer services that can be incorporated into the construction documents. Design

efforts of significant or wholesale relocations of utilities is not anticipated at this time. If during the course of the design development, significant utility conflict is identified the JEO team will discuss with the City of Ottumwa.

- b. The JEO team will incorporate BNSF permit requirements into the preliminary design. Development and coordination of with the BNSF is included in Task 800.
- c. The JEO team will incorporate USACE permit requirements into the preliminary design. Development and coordination of with the USACE is included in Task 900.
- d. The JEO team will develop preliminary structural details for modification so the existing sea-wall along the Des Moines River to accommodate the proposed outlet.
- e. The JEO team will develop preliminary structural details for a proposed floodwall modification.
- f. Develop a 60% plan set that includes revisions from the 30% plan set and drawings illustrating the details incorporated during the 60% design phase.
- g. Develop an outline of necessary Special Provision items that will be necessary for specifications.
- h. Conduct an internal 60% QA/QC of the plan set.

F. TASK 600 – 90% DESIGN PROCESS

Objective: During the 90% design process we will incorporate any final comments and details into the project plans and prepare for final production.

Deliverable: Deliverables during this phase include a 90% plan set, special provisions and an opinion of probable cost.

- a. Revise designs based on previous comments received.
- b. Finalize details sheets for any miscellaneous items related to the installation of the proposed improvements.
- c. Prepare construction phasing plan.
- d. Submit plans to utility companies/agencies for the purposes of utility coordination for construction as necessary.
- e. Facilitate and attend one (1) utility coordination meeting on the proposed improvement. It is anticipated that this meeting is held at the City of Ottumwa offices and may include a site visit as necessary.
- f. Develop and write technical specification in accordance with the Iowa Statewide Urban Design Standards (SUDAS).
- g. Within the Special Provisions and Supplementary Sections provide additional technical specifications as needed for the project.
- h. Develop a 90% plan and specification set.
- i. Prepare a 90% OPC.
- j. Conduct an internal 90% QA/QC review of the plan and specification set and OPC.

G. TASK 700 – DESIGN FINALIZATION PROCESS

Objective: The objective during this task is to finalize and sign and seal the plan and specification documents in preparation for bidding and negotiation.

Exhibit A

Deliverables: Deliverables for this task include ten (10) sets of final plans on 22"x34" paper, a CD-ROM disk containing the drawing files, a summary set of design calculations, and any other paper or electronic files requested by the City.

- a. Revise designs based on previous comments received.
- b. Develop construction document set and sign and seal by an engineer registered in the State of Iowa.
- c. Submit signed and sealed plans and specifications to the Iowa Department of Natural Resources for a Construction Permit. Owner shall be responsible for permit review fee.
- d. Provide ten (10) sets of final plans to the City printed on 22"x34" paper.
- e. Submit the final drawing and design files to the City via CD-ROM or flash drive.
- f. The final paper and electronic files resulting from the design shall be the property of the City of Ottumwa.

H. TASK 800 – BNSF RAILROAD COORDINATION

Objective: The objective during this task is to coordinate with the BNSF Railroad to confirm the design criteria and to assist the City of Ottumwa in securing the necessary permits for construction. It is anticipated that a permit to encroach upon railroad right of way and for a utility pipeline will be necessary. As a provision of the permit it is anticipated that additional protective liability insurance and that additional safety and/or protective measures will be required of the contractor. These requirements will be included in the contract documents for final submittals and bid packages.

Deliverables: Deliverables for this task include permit applications and necessary attachments for the City to process the application with the BNSF

- a. JEO will provide preliminary drawings and draft application paperwork to the City for review and final submittal to the BNSF. It is anticipated that this submittal will be as early as possible in the design process. At this time, it is unclear on how long the permitting review will require.
- b. JEO anticipates up to two (2) conference calls with the BNSF to review/discuss the permit request.

I. TASK 900 – USACE SECTION 408 COORDINATION

Objective: The objective during this task is to coordinate with the USACE levee safety section to review the project intent. At this time, it is understood that the reach of the Des Moines River Levee is not under USACE jurisdiction and that a formal permit review is not anticipated.

Deliverables: Deliverables for this task include an informal submittal to the USACE for comment. It is understood that this reach of the Des Moines River Levee is not under USACE jurisdiction and that a formal permit application and response is not anticipated.

- a. Pre-Submittal Coordination - Prior to proceeding with design, JEO intends to facilitate pre-submittal coordination with the USACE to confirm that the USACE does not have jurisdiction of this reach of the levee and that a formal permit application would not be required.

Exhibit A

- b. As no formal Section 408 Coordination is anticipated, JEO intends to submit the final plan package to the USACE at the 90% completion level as a courtesy review. To accompany the plans and specifications the submittal will include a project narrative. This project narrative will include:
 - i. Description of the existing levee system
 - ii. Description of the proposed modification
 - iii. Geotechnical documentation
 - iv. Additional engineering evaluations
 - v. Operation and Maintenance
 - vi. Project Schedule
- c. The draft submittal package will be developed in conjunction with the 90% plan review and will be finalized with final plan review at which time it will be submitted to the USACE Rock Island District for input.

Task Meetings: One conference call is anticipated with the USACE Rock Island District during the Pre-Submittal Coordination

J. TASK 1000 – USACE ENVIRONMENTAL PERMITTING

Objective: The objective during this task is to identify existing wetlands and coordinate with the USACE to prepare permit application and associated paperwork.

Deliverables: Deliverables for this task include permit applications and necessary attachments for the City to process the application with the USACE

- a. JEO will identify and map the existing wetlands throughout the designated project boundaries, documenting the vegetation communities, hydrology, and soils using the routine onsite determination method defined in the U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual (Environmental Laboratory, 1987) and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region.

During the site visit, all wetland areas and types will be documented in a GIS database with full map, shapefile, and location information provided in digital formats.

Documentation collected at this site will include the following information:

- i. The presence or absence of hydric soils
 - ii. The presence or absence of hydrophytic vegetation
 - iii. Mapping vegetative communities
 - iv. The presence or absence of wetland hydrology
 - v. Documenting upland and buffer areas
 - vi. Collecting photographs
- b. For any federal involvement, including the requirements of a Section 404 Permit, coordination is required with resource agencies for possible impacts to threatened and endangered (T & E) species. To identify the likelihood of the presence of these species, preliminary desktop research will be undertaken followed by a field study completed in conjunction with the wetland delineation. If preferred habitat or protected species are

found to exist during the preliminary study, additional research and/or avoidance through planning and design should be considered. This work will include:

- i. Desktop survey and field research
 - ii. Coordinating with agencies to determine a list of potential T & E species within the local area
 - iii. Completing a preliminary habitat survey to determine if protected habitat for T & E species is present
- c. The wetland delineation report will detail the results of the field visit, identifying and mapping existing wetlands and potential for threatened or endangered species on the property.

The draft delineation report will be submitted for review and comments by the City. The final delineation report, including comments received from the draft report, will be delivered to the City for review prior to permitting.

- d. JEO will prepare and submit a permit application package to the USACE to obtain Section 404 authorization if any wetlands on the property are determined to be jurisdictional. Any wetland impacts greater than 1/10 of an acre or regulated stream channel loss greater than 300 feet would need to be mitigated and work associated with the permitting of these impacts will be additional services. It is anticipated that the project will be covered under Nationwide Permit 12 – Utility Line.

As necessary, JEO will coordinate early and often with the USACE to facilitate permitting and successful project completion. This may entail phone calls, emails, status updates, and/or meetings. This direct contact ensures that the USACE understands the project as it is proposed and typically results in faster turnaround times for permit issuance.

If lengthy coordination and follow-up with the USACE is necessary, due to unknowns or the USACE requesting additional information, this task may require additional services. In that event, JEO will notify the City prior to completing any additional work not included in this proposal.

Task Meetings: One pre-application conference call USACE Rock Island District

K. TASK 1100 – BIDDING AND NEGOTIATION PHASE SERVICES

Objective: Solicit bidders and obtain bids according to state and City of Ottumwa statutes.

Deliverables: Bid tabulations and written recommendation of award.

- e. Furnish plans, specifications, and bid documents to plan service agencies.
- f. Send Notice to Bidders to interested contractors, suppliers, and vendors.
- g. Furnish copies of plans, specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties upon their request at no cost to the bidder. Per Iowa Statute, Owner shall be responsible for costs

associated with distributing plans and specifications to contract as a reimbursable expense to the Engineer.

- h. Respond to inquiries from prospective bidders and prepare and issue any addenda required.
- i. Assist the City with receipt and tabulation of bids.
- j. Review bids received and make a written recommendation of award to the City and assist with the preparation of Contract Documents.
- k. Furnish Bid Tabulation to interested parties.

ITEMS NOT INCLUDED WITH THIS SCOPE OF SERVICES:

- A. Flood plain hydraulic modeling on the Des Moines River.
- B. CCTV or inspection of existing infrastructure.
- C. Land acquisition services or easement negotiations.
- D. Payment of regulatory review and permitting fees.
- E. Preparation of grant or loan applications.
- F. Meetings with local business/property owners to discuss the projects.
- G. Attendance at any meetings not identified above.
- H. Any other item not outlined in the scope of services.
- I. Construction phase services to be negotiated following bidding.

MEETINGS/CONFERENCE CALLS INCLUDED WITH THIS SCOPE OF SERVICES:

- A. Conduct and attend one (1) Project Kick-Off Meeting to review project requirements and expectations.
- B. Conduct and attend up to one (1) 30% Design Review meeting with Owner's Staff to discuss hydrology & hydraulic model results and identified deficiencies in the storm sewer system.
- C. Conduct and attend up to one (1) 60% Design Review meeting with Owner's Staff to discuss hydrology & hydraulic model results and identified deficiencies in the storm sewer system.
- D. Conduct and attend up to one (1) 90% Design Review meeting with Owner's Staff to discuss hydrology & hydraulic model results and identified deficiencies in the storm sewer system.
- E. Conduct and attend up to two (2) conference calls with the Burlington Northern Santa Fae Railroad to coordinate and review permit applications
- F. Conduct and attend up to one (1) Pre-Submittal Coordination meeting with the United States Army Corps of Engineers to review implications to the Des Moines River levee system.

PROJECT TIME FRAME:

- | | |
|-----------------------------------|--------------------------|
| A. Notice to Proceed | December 2020 |
| B. Field Data Collection (Survey) | December 2020 |
| C. Geotechnical Evaluation | January - February 2021 |
| D. USACE Coordination | January – September 2021 |
| E. 30% Design Review Meeting | April 2021 |
| F. BNSF Coordination | January – September 2021 |
| G. 60% Design Review Meeting | September 2021 |
| H. 90% Design Review Meeting | August 2021 |
| I. Final Design Submittal | November 2021 |

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC
GENERAL CONDITIONS

consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The client and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the client

and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

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

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the client or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the client and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the client and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

Fee Estimate

11/11/2020

Green Street Storm Sewer Improvement
City of Ottumwa
Task and Fee Structure



Task	JEO Hours											Sub-Consultant	JEO Fee/Task
	Sturm PM	Kruse QA/QC	Stine PE	Hartman PE	Arellanes EIT	Sire Structural	Olson CADD	Hanson Env Sci	Survey Crew Lead	Survey	Tjaden Clerical		
JEO Hourly Rate	\$200.00	\$205.00	\$200.00	\$185.00	\$110.00	\$190.00	\$185.00	\$100.00	\$140.00	\$110.00	\$85.00		
Task 100 - Project Administration and Coordination													
1.01 Prepare and submit monthly invoices and progress reports	30	2										8	\$ 7,090.00
1.03 Kick-Off Meeting w/ Site Visit	8	8	8			8							\$ 6,360.00
1.03 30% Design Review Meeting	4		4	4									\$ 2,260.00
1.03 60% Design Review Meeting w/ Site Visit	8	8	8		8								\$ 5,720.00
1.03 90% Design Review Meeting	2		4		4	4							\$ 2,400.00
Subtotal	52	18	24	4	12	12						8	\$ 23,830.00
Task 200 - Field Data Collection (Survey)													
2.01 Topographic Survey (Survey)	4		2						12	110			\$ 14,980.00
Subtotal	4		2						12	110			\$ 14,980.00
Task 300 - Geotechnical Evaluation													
3.01 Geotechnical Evaluation													\$ 14,375.00
Subtotal													\$ 14,375.00
Task 400 - 30% Design Process													
3.01 H&H Model	2	4	2	20	30								\$ 8,220.00
30% Design	4	4	20	4	20	20	20						\$ 15,580.00
Subtotal	6	8	22	24	50	20	20						\$ 23,800.00
Task 500 - 60% Design Process													
4.01 60% Design Drawings	4	4	20	2	40	24	40						\$ 21,510.00
4.02 60% Specification/Special Provision	2	2	4		8	4							\$ 3,250.00
Subtotal	6	6	24	2	48	28	40						\$ 24,760.00
Task 600 - 90% Design Process													
3.01 90% Design Drawings	4	6	20	2	40	12	40						\$ 19,640.00
3.02 90% Specification/Special Provision	2	4	8		12	4							\$ 4,900.00
Subtotal	6	10	28	2	52	16	40						\$ 24,540.00
Task 700 - Design Finalization Process													
3.01 Final Plan Development	2		4		4	4	2						\$ 2,730.00
3.02 Final Specifications			4		4								\$ 1,240.00
Plan Production							6			6			\$ 1,650.00
Subtotal	2		8		8	4	8			6			\$ 5,620.00
Task 800 - BNSF Railroad Coordination													
3.01 Railroad Coordination	4		20		12		4			2			\$ 7,000.00
Subtotal	4		20		12		4			2			\$ 7,000.00
Task 900 - USACE Levee Safety Coordination													
3.01 Pre-Submittal Coordination	2		2		2								\$ 1,020.00
3.02 Submittal Package	2	2	4		4				2				\$ 2,270.00
3.02 Response to USACE and Re-Submittal	2		4										\$ 1,200.00
Subtotal	6	2	10		6					2			\$ 4,490.00
Task 1000 - USACE Environmental Permitting (404/Section 10)													
3.01 Pre-Application Coordination	4		2					28					\$ 4,000.00
Subtotal	4		2					28					\$ 4,000.00
Task 1100 - Bidding and Negotiation Phase Services													
Bidding and Negotiation Support	4	4	8		8								\$ 4,100.00
Subtotal	4	4	8		8								\$ 4,100.00
Total	94	48	148	32	196	80	112	28	12	120	8		\$ 137,120.00

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILED
2020 NOV 13 AM 10:23
CITY OF OTTUMWA

Council Meeting of: November 17, 2020

Alicia Bankson

Prepared By

Darryl Seals
Department Head

Engineering Department
Department

R. H. Pitt
City Administrator Approval

AGENDA TITLE: Resolution #243-2020. Approving Second Amendment to Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. to add design engineering services for the CSO Blake's Branch, Phase 8, Division 1 Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #243-2020.

DISCUSSION: The City of Ottumwa entered into an Agreement for Professional Services with Veenstra & Kimm, Inc. on June 5, 2018. The first Amendment to Agreement for Blake's Branch Sewer Separation Phase 8, Division 1 project was entered into on April 21, 2020.

The Second Amendment for Professional Services with Veenstra and Kimm, Inc. is being requested to add design engineering services for construction of additional separation of combined sewer and replacement of water mains within the Blake's Branch drainage. The design would include additional separation on Birch Street, Fourth Street (Birch to North Ash) and on Ash Street. Adding this work will allow preliminary survey and design over the winter.

Base design contract	\$ 596,000
Amendment 1:	
Add water main design services	\$ 98,000
Construction Management	\$ 248,000
Construction observation	\$ 604,000
Amendment 2:	
Additional Design Services	\$140,000

Source of Funds: TIF, RU, LOST

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION #243-2020

A RESOLUTION APPROVING SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF OTTUMWA AND VEENSTRA & KIMM, INC. FOR THE CSO BLAKE'S BRANCH, PHASE 8, DIVISION 1 PROJECT

WHEREAS, An Agreement for Professional Services was entered into on June 5, 2018 between the City of Ottumwa and Veenstra & Kimm, Inc.; and

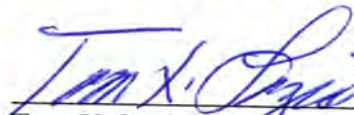
WHEREAS, A First Amendment to Professional Services Agreement was entered into on April 21, 2020; and

WHEREAS, This resolution will be a second amendment to the Agreement to add design engineering services for additional separation of combined sewer and replacement of water mains within the Blake's Branch drainage for the project.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The said Second Amendment to Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. is hereby approved and the Mayor is authorized to sign.

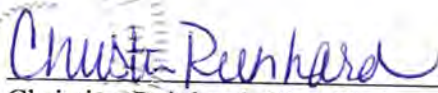
APPROVED, PASSED, AND ADOPTED, this 17th day of November 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



SECOND AMENDMENT TO AGREEMENT

OTTUMWA, IOWA BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 1 PROFESSIONAL ENGINEERING SERVICES

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into this _____ day of November, 2020, by and between the **CITY OF OTTUMWA, IOWA**, hereinafter referred to as the **Owner** or **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter referred to as the **Engineers**.

WITNESSETH, THAT WHEREAS, in an Agreement dated June 5, 2018, the City retained the services of the Engineers to provide design engineering services for the construction of a sewer separation project referred to as **Blake's Branch Sewer Separation, Phase 8, Division 1**, or **Project**, and

WHEREAS, on April 21, 2020 the City approved Amendment to Agreement to the Agreement dated June 5, 2018 to add design engineering services and construction services for the **Project**, and:

WHEREAS, the City recently completed the design of the Project and requested proposals for the **Project**, and

WHEREAS, Langman Construction was the low responsive bidder and executed a construction contract with the City, and

WHEREAS, the City has additional funding and desires to have Langman Construction continue separating the combined sewer at the end of N. Birch Street, and

WHEREAS, the General Conditions of the Construction Contract allows the City to increase the contract amount up to twenty percent (20%) of the original contract price, and

WHEREAS, Langman Construction agrees to continue construction of the Project per the unit prices listed in the construction contract, and

WHEREAS, the City requested the Engineers to add design engineering services for construction of additional separation of combined sewer and replacement of water mains within the Blake's Branch drainage, and

WHEREAS, the City desires to amend the Agreement dated June 5, 2018 to add design engineering services for the Project.

NOW, THEREFORE, it is agreed by and between the parties hereto that the Agreement dated June 5, 2018 as amended on April 21, 2020 be further amended by the following additions, deletions and modifications, to wit:

1. Under "**1. SCOPE OF PROJECT**" following subparagraph "b." add the following:
 - "c. Division 1 project shall include the design of approximately 400 Linear Feet of separate sanitary sewer on N. Birch Street and 1,100 Linear Feet of separate sanitary sewer on 4th Street between N. Birch to N. Ash Street, approximately 500 Linear Feet of storm sewer on 4th Street, approximately 1,500 Linear Feet of water main, approximately 4,300 Square Yards of 8" PCC pavement, 1,600 Square Yards of sidewalk and driveways, manholes, intake structures, hydrant assemblies, water and sanitary services, surface restoration and miscellaneous associated work including cleanup. The estimated construction cost of additional sewer separation improvements will be approximately Two Million Dollars (\$2,000,000).".
2. Under "**4. COMPENSATION**", following paragraph "d.", add the following:
 - "e. The fee for additional N. Birch Street and 4th Street separating combined sewer and replacement of water mains design engineering services for the Project as set out in "**1. SCOPE OF PROJECT, SUBPARAGRAPH B.**" shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The additional fee for design engineering services for sewer separation and water main replacement shall not exceed the sum of One Hundred Forty Thousand Dollars (\$140,000).".
3. Under "**13. TIME OF COMPLETION**" add the following subparagraph "a." to the end of paragraph:
 - "a. Final Plans and Specifications for the additional separating combined sewer and replacement of water mains shall be completed May 1, 2021, provided no unforeseen delays are experienced beyond the control of the Engineers.".
4. Except as amended herein the Agreement dated June 5, 2018, as amended, shall remain in full force and effect.

The undersigned do hereby covenant and state this Second Amendment to Agreement is executed in duplicate as though each were an original and there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated there are no other considerations or monies contingent upon or resulting from the execution of this Second Amendment to Agreement, nor have any of the above been implied by or for any party to this Second Amendment to Agreement.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names on the date first written above.

CITY OF OTTUMWA, IOWA

ATTEST:

By 
Mayor

By 
City Clerk

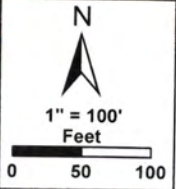
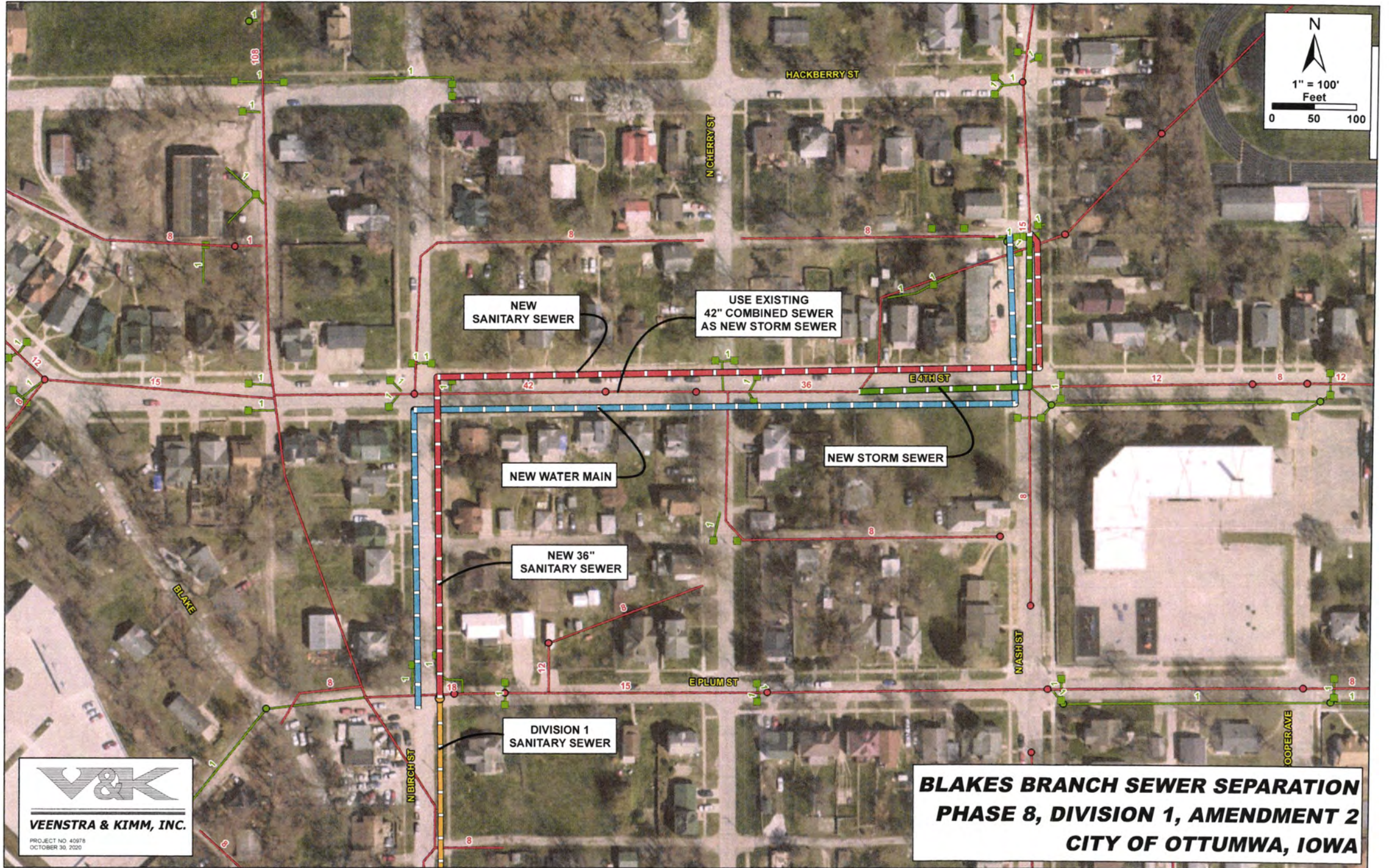


VEENSTRA & KIMM, INC.

ATTEST:

By _____

By _____



PROJECT NO 40978
OCTOBER 30, 2020

**BLAKES BRANCH SEWER SEPARATION
PHASE 8, DIVISION 1, AMENDMENT 2
CITY OF OTTUMWA, IOWA**

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Nov 17, 2020

Planning & Development
Department

Zach Simonson
Prepared By
Kevin C. Flanagan
Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE 3178-2020 AN ORDINANCE VACATING THREE PARCELS OF LAND LOCATED WITHIN WILDWOOD PARK IN OTTUMWA, WAPELLO COUNTY, IOWA

Public hearing required if this box is checked.

RECOMMENDATION: Waive second and third considerations and pass and adopt Ordinance No. 3178-2020.

DISCUSSION: This ordinance will reaffirm our recent lot dispositions on Wildwood. We have already held the necessary public hearings in our prior action by resolution. Going forward similar dispositions of public property will be accomplished through ordinance rather than resolution action.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

ORDINANCE NO. 3178-2020

AN ORDINANCE VACATING THREE PARCELS OF LAND
LOCATED WITHIN WILDWOOD PARK IN OTTUMWA,
WAPELLO COUNTY, IOWA

WHEREAS, Iowa Code Section 364.12 provides that public ways and grounds may be vacated by ordinance; and

WHEREAS, the City Council of the City of Ottumwa, Iowa (the "City") proposes to vacate the properties described as follows (the "Properties"):

Parcel A of the Southwest Quarter of Section 26 – Township 72 North – Range 14 West of the 5th P.M., City of Ottumwa, Wapello County, Iowa being a part of Finley Avenue right-of-way as presently established. Said Parcel A is more particularly described as follows:

Beginning at the Northeast corner of Lot 52 in Wildwood Countryside Addition as shown on the plat thereof recorded in Plat Book W on Page 47 in the Office of the Wapello County Recorder; thence South $68^{\circ}58'35''$ East 28.17 feet; thence Southwesterly 77.75 feet along a 130 foot radius non-tangent curve concave Southeasterly and having a chord which bears South $38^{\circ}14'35''$ West 76.59 feet to the Southeast corner of the North 70 feet of said Lot 52; thence North $15^{\circ}46'50''$ East 63.80 feet along the East line of said Lot 52; thence Northeasterly along said East line 9.64 feet along a 72 foot radius curve concave Southeasterly and having a chord which bears North $23^{\circ}00'40''$ East 9.63 feet to the Point of Beginning. Said Parcel A contains 774 square feet, subject to the retention of all easement rights for utilities and ingress and egress for the same.

AND

Parcel B of the Southwest Quarter of Section 26 – Township 72 North – Range 14 West of the 5th P.M., City of Ottumwa, Wapello County, Iowa being a part of Finley Avenue right-of-way as presently established. Said Parcel B is more particularly described as follows:

Beginning at the Northeast corner of Lot 52 in Wildwood Countryside Addition as shown on the plat thereof recorded in Plat Book W on Page 47 in the Office of the Wapello County Recorder; thence Northeasterly 28.45 feet along the Southeasterly line of Lot 51 of said Wildwood Countryside Addition along a 72 foot radius curve concave Southeasterly and having a chord which bears North $38^{\circ}10'05''$ East 28.27 feet; thence South $60^{\circ}20'55''$ East 38.43 feet; thence Southwesterly 28.00 feet along a 130 foot radius non-tangent curve concave Southeasterly and having a chord which bears South $61^{\circ}32'50''$ West 27.95 feet; thence North $68^{\circ}58'35''$ West 28.17 feet to the Point of Beginning. Said Parcel B contains 849 square feet, subject

to the retention of all easement rights for utilities and ingress and egress for the same.

AND

Parcel C of the Southwest Quarter of Section 26 – Township 72 North – Range 14 West of the 5th P.M., City of Ottumwa, Wapello County, Iowa being a part of Finley Avenue right-of-way as presently established. Said Parcel C is more particularly described as follows:

Commencing at the Southeast corner of Lot 50 in Wildwood Countryside Addition as shown on the plat thereof recorded in Plat Book W on Page 47 in the Office of the Wapello County Recorder; thence North $62^{\circ}31'35''$ West 16.34 feet along the South line thereof to the Point of Beginning; thence 106.32 feet Northwesterly, Westerly, and Southwesterly along a 130 foot radius curve concave Southerly and having a chord which bears North $88^{\circ}51'00''$ West 103.39 feet; thence North $60^{\circ}20'55''$ West 38.43 feet to the Southwest corner of said Lot 50; thence along the South line of said Lot 50 Northeasterly, Easterly, and Southeasterly 95.12 feet along a non-tangent 72 foot radius curve concave Southerly and having a chord which bears North $87^{\circ}20'10''$ East 88.35 feet; thence South $62^{\circ}31'35''$ East 54.66 feet along said South line to the Point of Beginning. Said Parcel C contains 2,327 square feet, subject to the retention of all easement rights for utilities and ingress and egress for the same.

WHEREAS, the City has previously published notice of public hearings on the proposed vacation of the Properties, which public hearings were held on October 20, 2020, and following the public hearings, the City Council approved the vacation and conveyance of the Properties by adoption of Resolution Nos. 198-2020, 199-2020 and 200-2020.

WHEREAS, the City now wishes to affirm the vacation of the Properties by Ordinance.

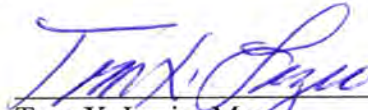
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT:

Section 1. That the Properties are hereby vacated, subject to the retention of all existing easements on the Properties.

Section 2. All ordinances or portions of ordinances in conflict with the provisions of this Ordinance are hereby repealed, and if any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.


Section 3. This Ordinance shall be in effect after its final passage, approval, and publication as provided by law.

PASSED AND APPROVED this 17 day of November, 2020.



Tom X. Lazio, Mayor

ATTEST:



Chris Reinhard, City Clerk

Read First Time: November 17, 2020

Read Second Time: Waived, 2020

Read Third Time: Waived, 2020

I, Chris Reinhard, City Clerk of the City of Ottumwa, Iowa, do hereby certify that the foregoing ordinance was passed and approved by the City Council of the City of Ottumwa on the 17th day of November, 2020 and was published in the Ottumwa Courier, a newspaper of general circulation in the said City of Ottumwa on the _____ day of _____, 2020.

Chris Reinhard, City Clerk