



CITY OF
OTTUMWA

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 22
Council Chambers, City Hall

July 20, 2021
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 20 on June 29, 2021 and Regular Meeting No. 21 on July 6, 2021 as presented.
2. Recommend appointment of Robert Swanson to the Historic Preservation Commission, term to expire 1/1/2022 due to a vacancy.
3. Approve a three-year lease agreement and authorize the Mayor to sign the lease with YOUniversal Products, LLC for the rental of Building No. 34 at 14521 Second Avenue at the Ottumwa Regional Airport.
4. Resolution No. 139-2021, setting August 3, 2021 as the date of a public hearing on the disposition of City owned property located at 215 North Benton.
5. Resolution No. 151-2021, approve the purchase of a 2022 F-350 Regular Cab with dump body for the Sewer Maintenance Dept., from Dewey Ford of Ankeny in the amount of \$56,149.
6. Resolution No. 152-2021, approve the purchase of a 2021 O'Halloran International 2 ½ Ton Truck for the Public Works Dept., in the amount of \$170,457 from the Iowa State Bid.
7. Resolution No. 153-2021, approve the purchase of a 2022 F-150 Extended Cab Truck for the Public Works Streets Dept., from Dewey Ford of Ankeny in the amount of \$30,899.84.
8. Beer and/or liquor applications for: Morgan's Corner Bar & Grill, 436 W. Second St.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Town Hall Style Gathering on August 5, 2021 at 5:30 P.M., location TDB.

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. Presenting certificates of completion to Ibeth Rivera and Kadie Kinsler for Refugee RISE AmeriCorps program.

RECOMMENDATION: Receive program update and mayor to present certificates.

2. Approve a Conflict of Interest Waiver for Ahlers & Cooney, P.C. between the City of Ottumwa

and the Ottumwa School District.

RECOMMENDATION: Approve a Conflict of Interest Waiver for Ahlers & Cooney, P.C. between the City of Ottumwa and the Ottumwa School District in order to draft an Agreement between the two partners.

3. Wapello County Foundation Grant Application.

RECOMMENDATION: Approve the application to the Wapello County Foundation for funding for a new shower house.

4. Consideration of resignation of Council Member Stevens and how to proceed with filling the vacancy.

RECOMMENDATION: Accept the resignation and proceed with filling the vacancy by appointment.

5. Approve the agreement between the City of Ottumwa and Allender Butzke Engineers, Inc. for Geotechnical Engineering Services in connection with CSO, Phase VIII, Division 1, Blake's Branch and the 2021 Levee Improvements.

RECOMMENDATION: Approve the agreement and authorize the Mayor to sign.

6. Bid report and contract award for the 2021 RFP#9 – Winbco Cantilever Gate.

RECOMMENDATION: Accept bid and award contract for the 2021 RFP#9 – Winbco Cantilever Gate Project to Pierce Fence Co. of Ottumwa, Iowa, for the bid sum of \$5,600 and authorize the Mayor to sign the contract.

7. Approve the purchase of the updated Fuel Master System for the City of Ottumwa to manage and track the City's fuel distribution.

RECOMMENDATION: Approve the purchase of the updated Fuel Master System for a total amount \$15,124.

8. Approve the purchase of the updated RTA Fleet Management System.

RECOMMENDATION: Approve the purchase of the updated RTA Fleet Management System software totaling \$9,926.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the disposal of city owned property described as the Southeast 50 feet of the Northwest 150 feet of Lot 34 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa commonly known as 922 Russell.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 113-2021, accepting the bid and approving the sale of City owned property in the City of Ottumwa, Wapello County, Iowa commonly known as 922 Russell to Fred or Cindy Ver Schuure for the sum of \$6,789.

RECOMMENDATION: Pass and adopt Resolution No. 113-2021.

2. This is the time, place and date set for a public hearing on the disposal of city owned property described as R20147, Lot 1 and the South Half of Lot 2 and the West 6 feet of the North Half of Lot 2 in Block 27 in R.S. Smith's Fourth Addition to the City of Ottumwa, Wapello County, Iowa commonly known as 202 S. Ransom.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 135-2021, accepting the bid and approving the sale of City owned property in the City of Ottumwa, Wapello County, Iowa commonly known as 202 S. Ransom to Henry Lopez for the sum of \$16,500.

RECOMMENDATION: Pass and adopt Resolution No. 135-2021.

3. This is the time, place and date set for a public hearing on the disposal of City owned property described as Lot 77 of Blake Park Heights, a Subdivision of Part of the Southwest Quarter of Section 26, Township 72, Range 14 West in the City of Ottumwa, Wapello County, Iowa commonly known as 313 Allison Ave.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 138-2021, accepting the bid and approving the sale of City owned property in the City of Ottumwa, Wapello County, Iowa commonly known as 313 Allison Ave. to Daniel and Joanna Smith for the sum of \$250.

RECOMMENDATION: Pass and adopt Resolution No. 138-2021.

4. This is the time, place and date set for a public hearing on the proposal to permanently transfer an interest in real property located at 915 East Division which is not being utilized by the City and is not suitable for development in the City of Ottumwa, Wapello County, Iowa.
 - A. Open the public meeting.
 - B. Close the public meeting.
 - C. Resolution No. 146-2021, permanently transferring an interest in real property located at 915 E. Division to the Board of Trustees of the Ottumwa Water Works.

RECOMMENDATION: Pass and adopt Resolution No. 146-2021.

H. RESOLUTIONS:

1. Resolution No. 147-2021, accepting the work as complete and approving release of retained funds for the Ottumwa Main Street (Downtown Streetscape) project.

RECOMMENDATION: Pass and adopt Resolution No. 147-2021.

2. Resolution No. 148-2021, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the 2020 Asphalt Street Repair Program.

RECOMMENDATION: Pass and adopt Resolution No. 148-2021.

3. Resolution No. 149-2021, accepting the work as final and complete and approving the final pay request for the 2021 RFP#1, City Hall Light Court Tuckpointing Project.

RECOMMENDATION: Pass and adopt Resolution No. 149-2021.

4. Resolution No. 150-2021, approving payment to Drish Construction in the amount of \$28,396 for the completion of an emergency Force Main Connection.

RECOMMENDATION: Pass and adopt Resolution No. 150-2021.

5. Resolution No. 154-2021, accepting partial funding for a Historic Resource Development Program (HRDP) Grant to develop a historic structure report for 131 East Main Street and authorizing the Community Development Director to complete the project.

RECOMMENDATION: Pass and adopt Resolution No. 154-2021.

6. Resolution No. 155-2021, authorizing the transfer of \$25,793.59 from the Wildwood Highway 34 Urban Renewal Area Fund to General Fund for partial repayment of monies advanced.

RECOMMENDATION: Pass and adopt Resolution No. 155-2021.

7. Resolution No. 156-2021, approval of Transportation Safety Improvement Program (TSIP) Grant Application for Improvements of the Albia Road/Quincy Intersection by installation of a Roundabout within the City of Ottumwa and authorize the Mayor to sign.

RECOMMENDATION: Pass and adopt Resolution No. 156-2021.

8. Resolution No. 157-2021, approving Change Order No. 1 and accepting the work as final and complete and approving the Final Pay Request for the 2021 RFP#7 Gray Eagle Trail Curb Project.

RECOMMENDATION: Pass and adopt Resolution No. 157-2021.

I. ORDINANCES:

1. Ordinance No. 3184-2021, amending Chapter 31 ½ of the City Code of the City of Ottumwa, Iowa to allow privately owned or leased trash dumpsters or receptacles in city parking lots to add a new Section 31 ½ - 45.

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3184-2021.

2. Ordinance No. 3185-2021, amending Section 32-73 of the City Code of the City of Ottumwa, Iowa for the purpose of addressing adjacent property owner liability for sidewalks.

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3185-2021.

3. Ordinance No. 3186-2021, amending the Municipal Code of the City of Ottumwa, Iowa by Repealing Section 2-270, Duties and responsibilities of the City Clerk and enacting a substitute in lieu thereof.

RECOMMENDATION: Pass second consideration of Ordinance No. 3186-2021.

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 7/16/21 TIME: 8:40 AM NO. OF PAGES 6
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #22 to be held on
7/20/2021 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO.	3771	
DEPT. ID	4717	
PGS.	6	
TX INCOMPLETE	-----	
TRANSACTION OK	96847834	Ottumwa Courier
	916606271885	KTVO
	96823269	Ottumwa Waterworks
ERROR	96828482	Tom FM



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OTTUMWA

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MEMO: Tentative Agenda for the Regular City Council Meeting #22 to be held on 7/20/2021 at 5:30 P.M.

*** TX REPORT ***

JOB NO. 3771
DEPT. ID 4717
ST. TIME 07/16 08:38
SHEETS 6
FILE NAME
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
96823269
ERROR 96828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



[CITY OF]
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FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #22 to be held on 7/20/2021 at 5:30 P.M.

SPECIAL MEETING NO. 20
Council Chambers, City Hall

June 29, 2021
5:30 O'Clock P.M.

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

Others present: City Admin. Rath, HR Dir. Codjoe, PW Dir. Seals, Comm. Devt. Dir. Simonson, IT Mgr. Wilson.

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

Mayor Lazio stated the mtg. would be a free flowing conversation Q & A session following Monica Stone's presentation and gave the floor to City Admin. Rath to introduce guest facilitator.

Monica Stone, Deputy Dir., IA Dept. of Human Rights; Comm. Advocacy and Services Division, facilitated wrk. session to discuss Human Rights / Civil Rights Commission – state-level services & resources, existing initiatives, properly identify goals, gaps and a plan to move forward.

Ms. Stone works with seven offices for underserved populations (persons with disabilities, deaf services, Native American affairs, Latino affairs, status of women, status of African Americans, and Asian Pacific/Islanders). Also includes others that may not have been mentioned – for all under-represented classifications here in Iowa. We are here to be your advocates, provide access to government and present unbiased data to help organizations make decisions.

Human Rights – education, information and service focused
Civil Rights – law enforcement focused
Hybrid – includes both types of services

It is not unusual for a city to have a Human Rights Commission to provide advocacy, access to government, and creating system change. The intention behind this data is to examine systems to see where they break down and then develop/create change within the systems that benefit everyone. Cities over the 29,000 population threshold have a responsibility around law enforcement so they have a Civil Rights Commission. Many offer a hybrid solution after they pick a place to start.

The definition of underserved can mean various things: minorities, underrepresented, disenfranchised; someone who does not know how to access the resources that will help them be prosperous in whatever way they define their prosperity.

Q: If looking at the education/advocacy piece, to build capacity in our launch of the commission, how do other communities do this while staying within their budgetary constraints?

A: Increased opportunities for grants and more partnerships between organizations to help with costs.

Q: How do you measure success over the long term?

A: On the Human Rights side, we have specific measures that are evaluated; outcome measures that vary by population; look at by population and by aggregate to find discrepancies; data can vary across the state. Civil Rights side has a robust tracking record that everyone has access to through the website portal. Complaints are logged by type, population, protected class, and region to better understand where change needs to happen.

It is easy to create something that does not last, that is why it is important to create something flexible and sustainable in whatever form it needs to be in the future; the Ottumwa of 20 yrs. ago is quite different from the Ottumwa today.

The Iowa Civil Rights Commission offers trainings and education opportunities, while employing attorneys specialized to assist and offer resources to you.

Local navigators, what type of services are available at each level (local, county, state)?

Existing local Diversity, Equity and Inclusion (DEI) initiatives:

With adoption of *Our Ottumwa* Comprehensive Plan, the growing diversity of Ottumwa presents an opportunity for the city to embrace and celebrate its diversity, and possibly continue to increase population by being a community that is welcoming to immigrants and different cultures. An opportunity to celebrate different cultures within our community year round.

Numerous partners within the community (LULAC) are more in the forefront; having these partners and relationships to bring throughout the community is a benefit.

RISE Grant has allowed us to host volunteers from AmeriCorps to assist with employees at JBS.

What citizens are looking for is intentional outreach by the city – getting to know what the issues are; building rapport with the various groups; partnerships and leadership; want all people living in Ottumwa to have access to resources to be successful; make Ottumwa inclusive to those that have lived here a long time as well as those moving here; want our community to be safe in all meanings of the word; equity; a real focus on what happens to the young people growing up in this community with leaders to address and bring resolution to.

Goals identified: Involvement from all citizens; partnership and collaboration, inclusion; City to provide an informed leadership role; allowing all youth to thrive and flourish; having someone to contact/outreach; end of gender-based violence.

Council agrees to start with education/advocacy (Human Rights) phased approach to ensure a sustainable model is achieved. Work on a timeline for the phases and possibility to expand into a hybrid model. We will first define our plan that states, “Here’s our process” and build navigation into our timeline. Secondly, we want to present this plan to partners to get collaboration and then identify funding and sustainability options for our Commission.

Individuals that participated from the audience: Himar Hernandez (ISU Extension Office), Patty Galvan Ramos (Iowa Vocational Rehab), Lorraine Techel, Cara Galloway (CASA).

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

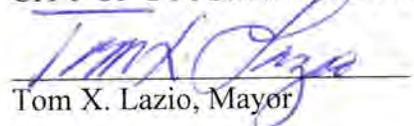
Adjournment was at 7:04 P.M.

ATTEST:



Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 21
Council Chambers, City Hall

July 6, 2021
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Roe moved, seconded by Berg to approve the following consent agenda items: Mins. from Regular Mtg. No. 18 on June 15, 2021 and Special Mtg. No. 19 on June 22, 2021 as presented; Approve updated Salary Schedule effective July 1, 2021; Approve updated job description for City Clerk; Approve purchase of stainless steel screw auger from Vulcan Industries, Inc. totaling \$7,197 for WPCF; Approve purchase and installation of a 20" mag meter from Electric Pump of DSM, IA, totaling \$19,993 for WPCF; Res. No. 134-2021, setting July 20, 2021 as the date of a public hearing on disposition of City owned property at 202 S. Ransom; Res. No. 136-2021, auth. pymt. for renewal of City Worker's Comp. Ins. and Ch. 411 Admin. Agt. for July 1, 2021 through June 30, 2022 in the amt. of \$124,684 and pymt. to IA Municipalities Worker's Compensation Association (IMWCA); Res. No. 137-2021, setting July 20, 2021 as the date of a public hearing on the disposition of City owned property at 313 Allison Ave; Res. No. 144-2021, setting July 20, 2021 as the date of a public hearing on the disposition of City owned property at 915 E. Division; Cigarette Permit Application for Ottumwa Grocery LLC, 129 E. Second St.; Beer and/or liquor applications for: Courtside Bar & Grill, with OSA, 2511 N. Court; Smokin' Joe's Tobacco & Liquor Outlet #5, 1115 Albia Rd.; all applications pending final inspections. Motion carried 4-0 vote. Council Member Stevens was absent.

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

City Admin. Rath reported on website improvements; facelift to current website that is user friendly for mobile users; translate feature; coming soon survey feature. He also stated we will host a Town Hall Style Gathering on August 5, 2021 at 5:30 P.M. location TBD.

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

Allen Varney of Willett Hofman & Associates (WHA) and West Plains Engineering's Mike Drahos provided an update to Council on the status of the City Hall Improvements Project. WHA was selected to provide this initial schematic design for the proposed City Hall improvements and remodeling. WHA used the original 1910 existing plans to develop background sheets for the proposed work. Initial code reviews and ADA compliance issues as well as life-safety items were identified with a set of plans showing a "minimum" of work to bring the bldg. to code. Items identified on each of the four floors with six mechanical systems presented as solutions. The project cost opinion along with the scope definition represents WHA's recommendations for what they believe are the City's desires for the overall project goals. Total est. cost for the project is \$5.2 Million that includes all work shown in the plans regarding mechanical and electrical systems. Just doing the bare mechanical and electrical upgrades would be \$1.3 Million. Identified mechanical systems: Geothermal, Variable Refrigerant Flow (VRF), 4-Pipe Fan Coil Units, Baseline (similar to existing system), Hybrid 1 and Hybrid 2. WHA recommends Hybrid 2 option that combines a VRF system with perimeter hot water heating, that could be done in at least 3 major phases.

Council asked if there are opportunities to install the HVAC system on its own due to available COVID relief funding and yes it can be a separate job but it would still include the electrical upgrade with it.

Replacement of all light fixtures with LED could save quite a bit of money but it may be a challenge finding historic fixtures thus leaving us with a longer ROI.

Finance Dir. Mulder reported this project was originally discussed 3-4 yrs. ago in order to update the HVAC system with funding put aside in CIP, but a schematic was never done. Now, we have the schematic and value associated with a new HVAC system so council can provide direction on our next step. Next steps also include locating funding options and grant opportunities for this project.

Roe moved, seconded by Berg that Res. No.141 -2021, approving an application and agt. for Federal Assistance, Airports Coronavirus Response Grants Program, be passed and adopted. City Admin. Rath reported this ACRGP provides an additional \$32,000 for our airport funding with this application. Motion carried 4-0 vote. Council Member Stevens was absent.

Meyers moved, seconded by Dalbey that Res. No. 142-2021, auth. the Mayor to execute an Easement Agt. for Construction and Maint. of Public Improvements for the CSO, Blake's Branch, Ph. 8, Div. 1 Project, be passed and adopted. City Eng. Burgmeier reported this easement is at 901 Locust St. Motion carried 4-0 vote. Council Member Stevens was absent.

Dalbey moved, seconded by Roe that Res. No. 143-2021, purchase removable River Wall Panels from Flood Control America for a total \$142,000, be passed and adopted. City Eng. Burgmeier reported according to the most up to date flood profiles for the DSM River, the flood wall downstream of the Hydro Dam is deficient in freeboard. The proposed removable flood wall system will be used to raise the river wall during floods and provide the required freeboard. Motion carried 4-0 vote. Council Member Stevens was absent.

Roe moved, seconded by Berg that Res. No. 145-2021, removing a special assessment applied to Parcel No. 00741-737-0010-000, a Vacant Lot on S. Ward contained in Res. No. 284-2018, 267-2017, 286-2016, 268-2015 and 291-2014, be passed and adopted. Com. Dev. Dir. Simonson reported Rippling Waters Property Development seeks to acquire this property to build a new single-family home. This vacant lot has accumulated \$4,462 in special tax assessments for delinquent mowing fees with interest and admin. costs. If Rippling Waters is able to acquire this lot, we would remove the accumulated fees. Motion carried 4-0 vote. Council Member Stevens was absent.

Meyers moved, seconded by Dalbey to pass the second consideration of Ord. No. 3184-2021, amending Chapter 31 ½ of the City Code of the City of Ottumwa, IA to allow privately owned or leased trash dumpsters or receptacles in city parking lots to add a new Section 31 ½ - 45. Motion carried 4-0 vote. Council Member Stevens was absent.

Dalbey moved, seconded by Roe to pass the second consideration of Ord. No. 3185-2021, amending Section 32-73 of the City Code of the City of Ottumwa, IA for the purpose of addressing adj. property owner liability for sidewalks. Motion carried 4-0 vote. Council Member Stevens was absent.

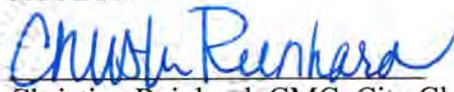
Dalbey moved, seconded by Berg to pass the first consideration of Ord. No. 3186-2021, amending the Municipal Code of the City of Ottumwa, IA by Repealing Section 2-270, Duties and responsibilities of the City Clerk and enacting a substitute in lieu thereof. City Admin. Rath reported this change aligns with the updated job description for the City Clerk as she reports to Council and City Admin. Motion carried 4-0 vote. Council Member Stevens was absent.

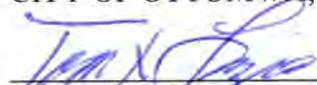
Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. Christy Munt, 109 S. Cherry St., wanted to discuss the excessive use of fireworks leading up to the July 4th holiday. She plans on starting a petition to get the use of fireworks limited.

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

Adjournment was at 6:44 P.M.

ATTEST:


Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor



July 20, 2021

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Historic Preservation Commission, term to expire 01/01/2022 due to a vacancy.

Robert Swanson
165 W. Alta Vista Ave.

received
6-30-21

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

The information contained on this form is for the use of the Mayor and City Council in order to fill vacancies on City Advisory Boards Commissions, Committees, or Task Forces.

Biographical forms may be submitted at any time during the year; however, they will be purged January 31 of each year. If you have not been appointed to an advisory board during the preceding year, and still desire appointment, please resubmit an updated biographical form or advise in writing that the initial form is still usable.

Board, Commission, Committee, or Task Force to which appointment is desired:

Ottumwa Board of Cemetery Trustees, Historic Preservation Commission

Name: Robert E. Swanson Telephone: 641 244-22299

Email: (optional) bobhranplayer.55@gmail.com

Address: 165 W Alta Vista Ave ZIP: 52501

Business: Telephone:

Address: ZIP:

Date Available for Appointment 6/29/21 E-Mail:

Present occupation: Retired

Previous Employment: BP of N America, Buckeye Partners, LP, City of Ottumwa,

Ottumwa Community Schools, Bridgeview Ottumwa

Answer the following: (Use additional sheets if necessary)

Community Service:

(List boards, commissions, committees and organizations currently serving or have served on, offices held and in what city).

See attached

Please list any professional or vocational licenses or certificates you hold.

Personal:

(Have you ever worked for the City of Ottumwa?)

Yes X No

(If yes, please list dates and names of departments)

Superintendent of Municipal Cemeteries 1984-2006

Are you related to any employee or appointee of the City of Ottumwa? (If yes, please indicate name and relationship.)

Yes _____ No

Rules of law and ethics prohibit members from participating in and voting on matters in which they pay have a direct or indirect financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment). (If yes, please indicate any potential conflicts).

Yes _____ No

Are you aware of the time commitment necessary to fulfill the obligations of the advisory body to which you seek appointment?

Yes No _____

Please furnish brief written responses to the three following questions: (Use additional sheets if necessary.)

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?

See attached

2. What do you see as the objectives and goals of the advisory body to which you seek appointment?

See attached

3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?

See attached

I hereby certify that the following information is correct to the best of my knowledge.


Signature

06/29/2021
Date

You are invited to attach additional pages or submit supplemental information which you feel may assist the Mayor and City Council in their evaluation of your application.

WHEN COMPLETED MAIL ORIGINAL TO: OFFICE OF THE MAYOR
Ottumwa City Hall
105 E Third Street
Ottumwa, IA 52501

One of the goals of the City Council is to balance advisory board appointments in terms of gender and age.

The following information is desirable but not required for appointment.

Year of Birth 05/20/1955 Male Female

Number of years a city resident 67 years

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

Community Service: - Hy-Noon Kiwanis Board, Ottumwa, IA

-Eagle Scout Board of Review Golden Eagle District, Chairman. Mid Iowa Council, Boy Scouts of America

-District Commissioner Golden Eagle District, Mid Iowa Council, Boy Scouts of America

-Ottumwa Community Players, Treasurer, Ottumwa, IA

-Wapello County Conservation Board, past vice chairman, Wapello County, IA

-Wapello County Historical Society, Wapello County, IA

- Association of Iowa Cemeteries, past president, Iowa

-State Legislative Committee, Cemetery Regulations, State of Iowa

-Wapello County Genealogical Society, Wapello County, IA

* Empire Lodge 269, Senior Deacon, Ottumwa, IA

- 1st Presbyterian Church, Board of Deacons, Ottumwa, IA

Question 1:

I was Superintendent of Municipal Cemeteries for 22 years overseeing the Ottumwa, Calvary and Jewish Cemeteries. I am 5th generation Ottumwa with much of my family buried in the City Cemeteries dating back to the 1860's. I have extensive knowledge of the history of Ottumwa and Wapello County and have given presentations to groups in Ottumwa. I have extensive knowledge of grounds maintenance with a B.S. in Horticulture from Iowa State University.

Question 2:

I have a desire to improve the facilities and contribute my knowledge to the entities the advisory bodies oversee. With my background in cemetery management and historical knowledge of Ottumwa, I feel I can contribute.

Question 3:

My experience in ground maintenance, cemetery operations and cemetery regulation will help in achieving these goals. I have assisted the Historic Preservation Commission providing them with information on the Historic Lantern Tour of the Ottumwa Cemetery. I have a direct interest in the City Cemeteries and the history of Ottumwa. As a fifth generation Ottumwan, my love of the cemeteries and the history of Ottumwa is second to none.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 20, 2021

Chris Cobler

Prepared By

Duke Ball

Department Head

Airport

Department

City Administrator Approval

AGENDA TITLE: Approve a three-year lease agreement with YOUuniversal Products, LLC for the rental Building #34 at 14521 Second Avenue at the Ottumwa Regional Airport.

Public hearing required if this box is checked.

RECOMMENDATION: Approve and authorize the Mayor to sign the Lease Agreement.

DISCUSSION: YOUuniversal Products, LLC has requested to lease Building #34, located at 14521 Second Avenue at the Ottumwa Regional Airport for three years. The rent will be \$550.00 per month for the 1st year, \$600.00 per month for the second year, and \$650.00 per month for the third year. The lease will begin July 1, 2021 through June 30, 2024. Attached is a copy of the proposed Lease Agreement.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

**OTTUMWA REGIONAL AIRPORT
LEASE AGREEMENT**

This Lease Agreement made and entered into this 1st day of July 2021 by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, situated in Wapello County, Iowa, hereinafter referred to as LESSOR, and YOUiversal Products, LLC, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the Ottumwa Regional Airport, hereinafter referred to as "Airport" is owned by the LESSOR, and subject to the management and control of the LESSOR; and

WHEREAS, LESSEE has agreed to rent approximately 6,000 square feet of Building #34, located at 14521 Second Avenue, at the OTTUMWA REGIONAL AIRPORT.

NOW, THEREFORE, in consideration of the mutual terms, agreements, and covenants herein contained, and other valuable considerations, LESSOR does hereby lease unto LESSEE, and LESSEE does hereby take from LESSOR, certain premises and facilities, rights, services and privileges in connection with and at the Airport as follows:

ARTICLE I – PREMISES

A. The LESSOR, in consideration of the rents herein reserved and of the terms, covenants and conditions herein contained and expressed on the part of the LESSEE, to be kept and performed, leases and rents unto the LESSEE, and the LESSEE hereby leases and takes of and from the LESSOR, the following described premises to-wit: Approximately 6,000 square feet of Building #34, located at the Ottumwa Regional Airport.

B. That LESSEE will use the leased premises to store, manufacture and distribute its products, and shall be used by the LESSEE for that purpose, except by written consent of the LESSOR. That LESSEE will not permit any person to use the same for any activity or purpose tending to injure the reputation of the City of Ottumwa, nor for any unlawful purpose, nor for any activity deemed extra-hazardous on account of fire, nor commit any act which will invalidate any policy of insurance on said premises or increase the cost thereof.

C. LESSEE will not, without the express written approval of the LESSOR, place any sign or decorations on the leased premises, either by attaching the same to the building or placing them on the adjacent grounds. The LESSEE will be allowed to erect a sign for the express purpose of business identification. The size and location will be determined by mutual consent of the LESSEE and LESSOR.

D. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent LESSEE from erecting or permitting to be erected, any building or other structure at the Airport which in the opinion of LESSOR would limit the usefulness of the Airport or constitute a hazard to aircraft.

E. LESSEE shall suffer no waste or injury to the premises nor obstruct the streets or sidewalks adjacent thereto.

ARTICLE II – TERM

A. LESSEE shall have and hold all the privileges herein described on a month-to-month basis beginning July 1, 2021 and ending no later than June 30, 2024.

B. Each party has the right to terminate said Lease Agreement with a 30-day written notice to the other party.

ARTICLE III – RENTAL AND FEES

A. LESSEE agrees to pay LESSOR the sum of \$550.00 (Five Hundred Fifty Dollars) per month for 1st year, \$600.00 (Six Hundred Dollars) per month for 2nd year, \$650.00 (Six Hundred Fifty Dollars) per month for 3rd year for said premises as described in Article I, together with interest at the rate of 12% per annum on all delinquent installments. Rental fees shall be rounded to the next highest dollar increment.

ARTICLE IV – TERMINATION OF LEASE

A. TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS. This lease shall terminate upon the expiration of the lease term, or upon default in payment of rent herein, or upon any other default by LESSEE in accordance with the terms and provisions of this lease.

B. In the event of default of any material term herein, this lease may, at the option of the LESSOR, be canceled and forfeited, provided however, before any such cancellation and forfeiture except as provided in (C) below, LESSOR shall give LESSEE a written notice specifying the default, or defaults, and stating that the lease will be canceled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within the thirty (30) day period.

C. BANKRUPTCY OR INSOLVENCY OF LESSEE. In the event LESSEE is adjudicated bankrupt, or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days written notice thereof by LESSOR to LESSEE, then and in any such events, LESSOR may, at its option, immediately terminate this lease and reenter said premises, upon giving of ten (10) days written notice by LESSOR to LESSEE all to the extent permitted by applicable law.

D. In (B) and (C) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

E. Acceptance of keys, advertising and re-renting by the LESSOR upon the LESSEE's default shall be construed as an effort to mitigate damages by the LESSOR and not as an agreement to terminate this lease.

F. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved in addition to all other remedies now or hereafter provided by law may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 12% per annum, from date of advance.

ARTICLE V – MAINTENANCE OF PROPERTY AND UTILITIES

A. LESSEE shall operate, maintain and keep in good repair, all appurtenances, facilities and services.

B. LESSEE will, at its own expense, repair and replace glass, locks, hinges, doors, windows or any other part of the leased premises, if such damage is caused by the negligent actions of the LESSEE, its employees, agents, invitees, or licensees, or for normal wear and tear on said premises. LESSOR shall not be required to make the repairs to the building nor decorate the premises during the term of this lease. In the event LESSEE shall fail to make repairs as necessary following written notice by LESSOR, LESSOR at its option and after thirty (30) days written notice of its intention to do so, may complete said repairs; the costs thereof shall be repayable to the LESSOR by the LESSEE on demand and may be recovered as rent in arrears. LESSEE shall be responsible for mowing the premises and for snow removal on the premises.

C. LESSEE will do nothing which will cause structural injury to the building. LESSEE will make no structural changes to the premises without prior written consent of LESSOR.

D. LESSEE will make no unlawful use of said premises and agrees to comply with all valid regulations of any applicable local law, the laws of the State of Iowa, and the Federal Government. However, this provision shall not be construed as creating any duty by LESSEE to members of the general public. LESSEE will not allow trash of any kind to accumulate on said premises and will remove the same from the premises at its own expense.

E. LESSEE agrees to use the premises leased to it hereunder in a proper manner, consistent with the purposes for which said premises are leased to it.

F. HAZARDOUS WASTE.

(1) LESSEE shall strictly comply with, and obey, all environmental laws, including but not limited to those laws, with respect to the creation, storage and disposal of hazardous materials. LESSEE is strictly prohibited from creating, utilizing, storing or disposing of any material or substance, which may be hazardous without prior notice to, and written consent from, the LESSOR except for those FDA approved substances reasonably related to LESSEE's business.

(2) LESSEE shall defend, hold harmless and indemnify LESSOR from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage as has been caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, resulting from the creation, utilization, storage or disposal of any material or substance. This indemnification is intended to operate as indemnity under 42 U.S.C. 9607(e)(1). LESSOR shall defend, hold harmless and indemnify LESSEE from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage, caused by the act, neglect, fault or omission of LESSOR or its agents, predecessors, servants, employees, or invitees, resulting from the creation, utilization, storage, or disposal of any material or substance.

(3) These indemnifications are intended to survive the termination or expiration of this lease. Said indemnification shall operate as indemnity for any injury or damage set forth above, from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense incurred after the termination or expiration of the lease caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, during the term of the lease.

G. LESSEE shall allow all Public Utility companies unrestricted access to the property for the maintenance of all Public Utility facilities which are on, over, above, or below the described property.

ARTICLE VI – RULES AND REGULATIONS

A. LESSEE agrees to observe and obey all reasonable rules and regulations which may from time to time during their term hereof be promulgated by LESSOR for the conduct and operation of the Airport, consistent with safety and with the rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport; and provided further that such rules and regulations shall not be inconsistent with provisions of the Lease Agreement.

ARTICLE VII – SURRENDER OF PREMISES AT END OF TERM

A. LESSEE agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in a good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from the lapse of time, or damage without fault or liability of LESSEE.

ARTICLE VIII – INSURANCE

A. LESSOR and LESSEE will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties, that is fire and those items usually covered by extended coverage. LESSEE will procure and deliver to the LESSOR a Certificate of Insurance to that effect. Any and all proceeds from the insurance policies shall be payable to the parties hereto, as their respective

interests may appear. LESSOR will provide casualty insurance on the building. LESSEE will provide casualty insurance on the contents of said building.

B. LESSEE will not do or omit the doing of any act, which would vitiate any insurance or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the LESSEE upon which the LESSOR, by law or by the terms of this lease, has or shall have a lien.

C. LESSEE further agrees to comply with recommendation of Iowa Insurance Service Bureau and to be liable for and promptly pay, as if current rental, any increase in insurance rates on said premises due to increase risks or hazards resulting from LESSEE's use of the premises otherwise than as herein contemplated and agreed.

D. LESSOR shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises and said insurance monies shall be paid to and held by the LESSOR to be used in the payment for cost of repairs or restoration of damaged building, if the destruction is only partial.

E. It is understood and agreed that the City of Ottumwa, Iowa is named as "Additional Insured" in respect of the insured's occupancy of the premises and building at the Ottumwa Regional Airport and the use of any part of the Airport which this Lease Agreement permits, and such policy of insurance which shall bear the following endorsement in words or substance:

"It is understood and agreed that the City of Ottumwa is named as "Additional Insured" in respect to the insured's occupancy of the premises and building at the Ottumwa Regional Airport six (6) miles north of Ottumwa in Wapello County, Iowa."

F. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain liability insurance from a responsible insurance company or companies insuring against such claim, damages, costs, or expenses on account of injury to any person, or persons, including death, by reason of any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. LESSEE shall provide to LESSOR a Certificate of Insurance for liability coverage with coverage limits in the amount of \$100,000, including an endorsement adding LESSOR as an additional insured. Certificates shall be provided to LESSOR prior to the signing of this lease or the beginning of the term of this lease. The minimum liability insurance requirements will be evaluated prior to each subsequent renewal option.

ARTICLE IX – INDEMNITY

A. LESSEE agrees to indemnify and hold LESSOR harmless from and against all liability for injuries to any person or persons, including death, or damage to property caused by LESSEE'S use or occupancy of the demised premises; provided, however, that LESSEE shall not be liable for any injury, damage or loss occasioned by the negligence of LESSOR, its agents or employees and provided further that LESSOR shall give LESSEE prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might

affect LESSEE. LESSEE shall have the right to compromise and defend the same to the extent of its own interest, only upon prior written consent of LESSOR.

B. Except as to any negligence of the LESSOR, arising out of roof and structural parts of the building, LESSEE will protect, indemnify and save harmless the LESSOR from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any personal property, happening or done in, upon or about the leased premises, or due indirectly to the tenancy, use or occupancy thereof, or any part thereof by the LESSEE or any person claiming through or under the LESSEE.

ARTICLE X – FAA PROVISIONS

A. General Civil Rights Provisions

The LESSEE and any transferee agree to 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 obligates the LESSEE or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

B. Nondiscrimination

A. The LESSEE, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non- discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

B. The LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the

benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued.

C. Inclusion of Discrimination Provisions in LESSEE Agreements

LESSEE agrees to include the above Sections (Nondiscrimination) and (General Civil Rights) in any subsequent agreements, relating to its operations at the Airport, that it enters into and cause those businesses to similarly include the statements in further agreements.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the LESSEE, 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).

E. Airport Protection

It shall be a condition of this lease, that the LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. LESSOR reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of LESSEE, and without interference or hindrance.

That the LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

F. Existing Rights Reserved

This Agreement is subject and subordinate to the provisions of any existing or future agreements between the LESSOR and the United States or the State of Iowa relative to the operation, maintenance, development, or administration of the Airport, the execution of which is or has been required as a condition precedent to the transfer of Federal rights or property to the LESSOR for Airport purposes, or to the expenditure of Federal or State of Iowa funds or passenger facility charges for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as the act may be amended from time to time. LESSEE shall abide by requirements of agreements entered into between the LESSOR and the United States, and shall consent to amendments and modifications of this Agreement if required by any such agreements or if required as a condition of the LESSOR's entry into such agreements.

G. Exclusive Rights

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEES on other parts of the airport.

H. Compliance with Federal Aviation and Transportation Security Regulations

A. LESSEE agrees to comply at all times with Federal Aviation Regulations (FAR) Part 139, and Transportation Security Regulations (TSR) Parts 1500, 1520, 1540 and 1542, LESSOR's policies, regulations and ordinances, LESSOR's Transportation Security Administration approved Airport Security Program, and any other applicable laws, regulations and rules as such currently exist and are amended from time to time. LESSEE further agrees that any fines levied upon LESSOR, its officers, employees, agents, and members of LESSOR's boards and commissions and employees, agents or officers of LESSOR's boards and commissions pursuant to enforcement of FAR Part 139 and TSR Parts 1500, 1520, 1540, and 1542 due to acts or omissions by LESSEE, LESSEE's agents, servants, officers, employees, independent contractors, or patrons shall be borne by LESSEE. LESSEE further agrees to indemnify and hold harmless LESSOR, its officers, employees, agents, and members of LESSOR's boards and commissions, and employees, agents, or officers of LESSOR's boards and commissions from any and all fines so levied and from any and all claims, demands, liabilities, or expenses of every kind or nature related to such levy or defense to such levy (including, but not limited to, salary of attorneys employed by LESSOR) which LESSOR or any of its officers, employees, or other persons set out above shall or may at any time sustain or incur by reason of or in consequence of such acts or omissions by LESSEE. LESSEE further agrees to indemnify and hold harmless LESSOR, its officers, employees, agents, and members of LESSOR's boards and commissions, and employees, agents, or officers of LESSOR's boards and commissions from any and all claims, demands and or lawsuits arising out

of LESSEE's or LESSEE's employees' failure to comply with FAR Part 139 and TSR Parts 1500, 1520, 1540 and 1542, the Airport Security Program or any other applicable law, regulation or rule.

B. LESSEE agrees to control all persons and vehicles entering any airport restricted area (including aircraft movement area) through its leased space in accordance with the Airport's Security Program and in compliance with TSR Parts 1500, 1520, 1540, and 1542 as such currently exist and are amended from time to time.

I. War or National Emergency

During the time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

J. Americans with Disabilities Act (1990)

LESSEE agrees to comply with the Americans with Disabilities Act (1990) and any amendments and regulations thereto with regard to LESSEE's operations on the Leased Premises.

K. Right to Amend

In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions or any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will LESSEE be required, pursuant to this paragraph, to agree to an increase in the fees and charges provided for herein or to a change in the use, provided it is an authorized use, to which LESSEE has put the Leased Premises.

L. Just Services

LESSEE further covenants and agrees, with respect to any service furnished to the public at the Ottumwa Regional Airport, LESSEE will furnish the same on a fair, equal and not unjustly discriminatory basis to all users thereof and will charge a fair, reasonable and not unjustly discriminatory price for each unit or service, provided however, that LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

ARTICLE XI- ASSIGNMENT

A. LESSEE shall not, at any time, assign this Lease Agreement or any part thereof without the express written approval of the LESSOR. Provided; however, that this shall not prevent the assignment of this Lease Agreement to a corporation or limited liability company with which LESSEE owns, or may merge or consolidate with or which may succeed to the business or assets

of LESSEE or a substantial part thereof. LESSEE shall not at any time sub-let space in any premises now or hereafter leased exclusively to LESSEE without the express written consent of the LESSOR in advance. LESSOR shall not unreasonably withhold consent.

ARTICLE XII – NOTICES

A. Notices to LESSOR provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed as follows:

City of Ottumwa
C/o Phil Rath, City Administrator
105 East Third Street
Ottumwa, IA 52501

and notices to LESSEE, if sent by registered mail, postage prepaid, addressed as follows:

Zach Ashmore
2615 Meadowdale Street
Ottumwa, IA 52501

Or such other respective addresses as the parties may designate to each in writing from time to time.

ARTICLE XIII – GENERAL CONDITIONS

A. That LESSEE and LESSOR are not relying on any statement or representations of each other or of any other party in entering into this lease and that all of the negotiations between the parties are merged into this agreement and that there are no understandings, terms or agreements of any kind or nature that are not set out herein and that this Lease Agreement and the provisions herein contained are the only agreements and understandings between the parties hereto.

B. All the covenants, stipulations and agreements in this Lease Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

C. Neither the LESSEE nor anyone claiming by, through or under the LESSEE shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement hereon, or upon the leasehold interest of the LESSEE therein, and notice is hereby given that no contractor, sub-contractor or anyone else may furnish any material, service or labor.

ARTICLE XIV – SAVINGS CLAUSE

Should any part or provision of the Lease Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of the Lease Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Lease Agreement to be executed by their proper officers.

July 20, 2021
Date

Tom X. Lazio
Tom X. Lazio
Mayor, City of Ottumwa

ATTEST:
Christina Reinhard
Christina Reinhard
City Clerk

YOUNiversal Products, LLC

Date

By _____
Zach Ashmore, Owner

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 20, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson
Department Head

H. Meden
Acting City Administrator Approval

AGENDA TITLE: Resolution No. 139 - 2021, a resolution setting August 3, 2021 as the date of a Public Hearing on the disposition of City owned property located at 215 N. Benton

****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. 139 - 2021

DISCUSSION: The City is accepting bids on this property until July 27, 2021. The successful bidder will be identified at that time and the bid will be brought to the August 3, 2021 City Council meeting. This is the second time the City has attempted to sell the property.

Source of Funds: 151-3-342

Budgeted Item: Budget Amendment Needed:

RESOLUTION No. 139 - 2021

A RESOLUTION SETTING AUGUST 3, 2021 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 215 N. BENTON

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as a Part of Lot 17 and the Northeast 4 feet of Lot 16 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa beginning at the South corner of Lot 17, thence Northeast along North Benton Street 28.7 feet; thence Northwest parallel to the Northeast line of said Lot 17, a distance of 140 feet to the alley in the rear; thence Southwest along said alley 32.7 feet to a point 4 feet Southwest from the North corner of said Lot 16; thence Southeast parallel to the Northeast line of said Lot 16; thence Southeast parallel to the Northeast line of said Lot 16; a distance of 140 feet to North Benton Street; thence Northeast 4 feet to the place of beginning and the Northeast Half of Lot 17 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa, being the Northeast 30 feet thereof, except the following part thereof; Beginning at the North Corner of said Lot; thence Southwest along the Northwest line of said lot, 3 feet; thence Southeast parallel with the Northeast line of said lot, 52 ½ feet; thence Northeast 3 feet to the Northeast line of said lot; thence Northwest along the Northeast line of said lot to the place of beginning, commonly known as 215 N. Benton; and

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

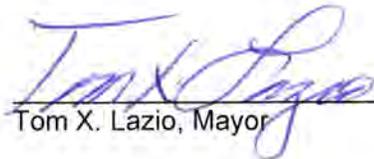
WHEREAS, the City will dispose of the property to the successful bidder.

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

That the 3rd day of August 2021 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to the highest bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 20th day of July 2021.

City of Ottumwa, Iowa


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20, 2021

Chad Carlson

Prepared By

City Garage
Department

Larry Seals

Department Head

M. Medina
Acting City Administrator Approval

AGENDA TITLE: Resolution #151-2021. Approve the purchase of a 2022 F-350 Regular cab with dump body in the amount of \$56,149.00 from Dewey Ford of Ankeny.

****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 #151-2021.

DISCUSSION: This purchase is to replace an existing 2010 F-350. The existing vehicle was purchased in 2010 has 71,193 miles, has significant rust and has become burdensome to maintain. The truck being replaced will be sold at auction. The Fleet Committee agreed with the recommendation at its meeting held on November 18, 2020. Specs and costs were later approved at the Fleet Committee Meeting held on May 21, 2021.

Bid packets were distributed and due to supply and demand shortages only one (1) completed bid was received. Dewey Ford of Ankeny submitted the bid of \$56,149.00. This is a budgeted item for FY 21/22, however since the time of preparing budgets, cost for this truck have increased. The approved budgeted amount was \$51,500. Through Fund 840, there has been over \$66,000 escrowed for this vehicle replacement.

Source of Funds: 817

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #151-2021

A RESOLUTION APPROVING THE PURCHASE OF A 2022 F-350 REGULAR CAB WITH DUMP BODY IN THE AMOUNT OF \$56,149.00 FROM DEWEY FORD OF ANKENY, IOWA.

WHEREAS, Annual evaluations of the City's equipment were made, and it was recommended that the current 2010 F-350 dump bed truck be replaced; and

WHEREAS, This recommendation was presented to, and approved by, the Fleet Committee at its November 18, 2020 meeting; and

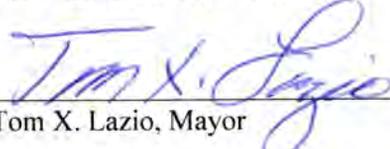
WHEREAS, Specifications for the new wheel loader were approved by the Fleet Committee on May 21, 2021; and

WHEREAS, This replacement was budgeted in the 2021/2022 budget cycle.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The purchase of a 2022 F-350 Regular cab with Dump Bed in the amount of \$56,149.00 from Dewey Ford of Ankeny, Iowa is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 20th day of July 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

CITY OF OTTUMWA
SEWER MAINTENANCE DEPARTMENT

SPECIFICATIONS FOR A ONE-TON SUPER DUTY TRUCK WITH DUMP BODY

The dump body and toolbox is to be installed on the truck and the unit is to be fully operational.

Minimum specifications for bid of a One Ton Super Duty Truck with Dump Body and Toolbox. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The City reserves the right to reject any or all bids.

Brand of equipment FORD / Crystal / KNAPHEIDE

Model Number F350

Manufacturer Location USA

Dealer Bidding Stivers Fuel

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

	CHECK ONE	
	YES	NO
<u>CAB AND BODY</u>		
60/40 Split bench seat with vinyl upholstery	(<input checked="" type="checkbox"/>)	()
Heater and defroster and air conditioning	(<input checked="" type="checkbox"/>)	()
Sun visors, driver and passenger side	(<input checked="" type="checkbox"/>)	()
Ignition switch with accessory position	(<input checked="" type="checkbox"/>)	()
Paint: White	(<input checked="" type="checkbox"/>)	()
Left and right outside camper style mirrors with power Remote	(<input checked="" type="checkbox"/>)	()
Dome Light	(<input checked="" type="checkbox"/>)	()

BID PRICE \$56,149-

SPECIFICATIONS FOR A ONE-TON SUPER DUTY TRUCK with DUMP BODY
Page 2 of 6

- Day time running lights (✓) ()
- Intermittent wipers with electric washers (✓) ()
- Gauges: Oil pressure, engine, temperature, ammeter, and fuel (✓) ()
- Electric horn (✓) ()
- AM/FM Radio (✓) ()
- 30 gallon fuel tank, minimum (✓) ()
- 2 piece rubber floor mats (✓) ()
- Factory installed running boards (✓) ()

CHASSIS/ENGINE/DRIVE

- GVWR – 13,000 lbs minimum (✓) ()
- Gross axle weight minimum rating: Front 4,500 lbs –
Rear 8,500 lbs (✓) ()
- Wheelbase – 165” (✓) ()
- Cab to axle – 84” (✓) ()
- Power steering (✓) ()
- Power brakes, front disc, self-adjusting rear (✓) ()
- Heavy duty front and rear shock absorbers (✓) ()
- Standard front bumper (✓) ()
- Dual rear wheels (✓) ()
- Tires – 10 ply radial, conventional front, Goodyear
Wrangler Duratrac or equivalent rear **FACTORY ALL TERRAIN** (✓) ()
- Heavy duty rear springs with overloads (✓) ()

SPECIFICATIONS FOR A ONE-TON SUPER DUTY TRUCK with DUMP BODY
Page 3 of 6

- | | | | |
|--|---------|-----|-----|
| 6.0 liter cu. in. engine, minimum | | (✓) | () |
| Magnetic drain plugs | | (✓) | () |
| 12 volt alternator, 100 amp. minimum | | (✓) | () |
| Battery: 625 CCA minimum, maintenance free, long life | | (✓) | () |
| Engine oil filter, spin on throw away type | | (✓) | () |
| Radiator, heavy duty with overflow recovery system | | (✓) | () |
| Transmission: Automatic – w/automatic trans cooler | | (✓) | () |
| Rear end – 4:88 gear ratio, limited slip | 4:30 LS | (✓) | () |
| Factory rust-proofing | | (✓) | () |
| Back-up alarm, 97 DB minimum | | (✓) | () |
| Federal Standard 108 clearance and identification lights | | (✓) | () |

LIGHTS

- | | | | |
|---|--|-----|-----|
| Shall be provided to meet the D.O.T. Federal Standard | | (✓) | () |
| L.E.D. brake and tail lights | | (✓) | () |
| 5 Strobe light system – headache rack mounted
to be seen 360 degrees, front strobes integrated
must be amber in color | | (✓) | () |
| Rear strobes to be mounted in rear inside upright box posts
and to be LED type | | (✓) | () |

DUMP BODY

- | | | | |
|----------------------------|---------------|-----|-----|
| Paint: Black (powder coat) | PAINTED BLACK | () | (✓) |
| Body length – 9' floor | | (✓) | () |

SPECIFICATIONS FOR A ONE-TON SUPER DUTY TRUCK with DUMP BODY
 Page 4 of 6

Outside width not to exceed 96"	(✓)	()
Cab to axle – 84"	(✓)	()
Side height – 12" minimum; 14" maximum	(✓)	()
Tailgate chains must hook to chain hooks, no metal straps Or slots, mounted in city approved location	(✓)	()
Tailgate height – 20" minimum	(✓)	()
Front and sides to be 10 gauge high strength steel	(✓)	()
Floor – 8 gauge high tensile steel	(✓)	()
One piece, rigid front bulk head, quarter cab protector	(✓)	()
One piece sides with full depth boxed front and rear corner post	(✓)	()
Two vertical box braces per side	(✓)	()
Tailgate to be heavy duty box braced with 5/8" hinge plate and latch	(✓)	()
Slope rub-rails	(✓)	()
5" structural channel cross members (5) cross members	()	(✓)
6" structural channel long members	(✓)	()
Full width heavy duty rear apron and pintle hook 10,000 lb. maximum gross trailer weight installed, height 22" from ground minimum	(✓)	()
Electric brake controller to be installed and to be wired to rear of truck w/6 pin round connector and 7 pin RV style for trailer service	(✓)	()
Sideboard pocket extensions	(✓)	()

*cross member less
7"*

SPECIFICATIONS FOR A ONE-TON SUPER DUTY TRUCK with DUMP BODY
Page 5 of 6

- Body props with capacity to hold dump body up during maintenance (✓) ()
- Front and rear anti-sail mud guards to be installed on rear axle (✓) ()
- One Knapheide Knap Pack Model KP-82E or equivalent
Includes 2 shelves 1-17 1/2" down from top and 1-30" down from top
4 material hooks at curbside top of Knap Pack-2 at front and 2 at rear. Also vented.
Painted to match dump body.
Installed between cab and dump body
Paddle handle rotary latches and spring over center door retainers (✓) ()

HOIST

- Low profile scissor hoist (✓) ()
- Full length high-strength steel sub-frames (✓) ()
- Integral rear hinges (✓) ()
- Double acting – power up and down (✓) ()
- Precision engineered cylinders (✓) ()
- Lubricated bearing points (✓) ()
- Engine mounted, belt drive P.T.O. pump (✓) ()
- On and Off Switch mounted in cab for hydraulic hoist (✓) ()
- 8 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filling & checking with 10 micron filter, 10 gal. per minute flow (✓) ()
- Heavy duty sub-frame-to-truck frame attachment plates (✓) ()
- Minimum 45 degree dumping angle (✓) ()

SPECIFICATIONS FOR A ONE-TON SUPER DUTY TRUCK with DUMP BODY
Page 6 of 6

Hydraulic hoist system to be capable of lifting or dumping 13,000 lbs. (✓) ()

The combined weights of truck body, tool box, hoist and load must not exceed the GVW rating of the truck.

Price separately:

OPTION #1: Price separately: 1800 watt continuous Pure Sine Power Inverter with jell cell batteries and proper cables mounted in City approved location. ADD \$ 2,384 -

One (1) copy of service, parts, operators, body manuals, books, CD's () (✓)

WARRANTY: (specify) books, service CD ONLY
INCLUDED

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

VARIATIONS: If the equipment offered differs from the provisions contained in this specification, such differences must be explained on a separate sheet attached to the bid and labeled as such. All such bids will receive considerations if such deviations do not depart from the intent of the specifications and are in the best interests to the purchaser.

It is not our intent to disqualify any quality equipment if your equipment does not meet these qualifications.

Ron Reese

Printed name

[Signature]

Authorized Signature

6-21-21

Date

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20, 2021

Chad Carlson

Prepared By

City Garage
Department

Larry Seals
Department Head

Larry Seals

[Signature]

Acting City Administrator Approval

AGENDA TITLE: Resolution #152-2021. Approve the purchase of a 2021 O'Halloran International 2½ Ton truck in the amount of \$170,457.00 from the Iowa State Bid.

**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 #152-2021.

DISCUSSION: This purchase is to replace an existing 2011 International 2½ Ton truck. The existing vehicle was purchased in 2010 and has 41,746 miles on it. The truck being replaced has significant rust and has become a maintenance burden. This truck will be sold at auction. The Fleet Committee agreed with the recommendation at its meeting held on November 18, 2020. Specs and costs were later approved at the Fleet Committee Meeting held on May 21, 2021.

Through Fund 840 there has been escrowed \$201,380.00.

This truck is being purchased through State Bid from O'Halloran International.

This is a budgeted item for FY 21/22.

Budgeted Amount: \$179,000.00

Source of Funds: 210 & 250

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #152-2021

A RESOLUTION APPROVING THE PURCHASE OF A 2021 O'HALLORAN INTERNATIONAL 2 ½ TON TRUCK IN THE AMOUNT OF \$170,457.00 FROM THE IOWA STATE BID.

WHEREAS, Annual evaluations of the City's equipment were made, and it was recommended that the 2011 International 2 ½ Ton truck be replacement; and

WHEREAS, This recommendation was presented to, and approved by, the Fleet Committee at its November 18, 2020 meeting; and

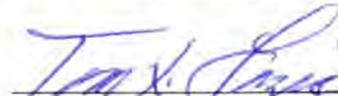
WHEREAS, Specifications for the new wheel loader were approved by the Fleet Committee on May 21, 2021; and

WHEREAS, This replacement was budgeted in the 2021/2022 budget cycle.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The purchase of a 2021 O'Halloran 2 ½ Ton truck from O'Halloran International of Altoona, Iowa for a price of \$170,457.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 20th day of July 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



HV507 SFA

Sales Proposal For:
CITY OF OTTUMWA - Plow Truck

Presented By:
O'HALLORAN INTERNATIONAL

Prepared For:

CITY OF OTTUMWA - Plow Truck
 Robin Fitzsimmons
 105 E 3rd St.
 Ottumwa, IA 52501-2999
 (641)683 - 0603

Presented By:

O'HALLORAN INTERNATIONAL
 Bob Kayser
 3311 ADVENTURELAND DRIVE
 ALTOONA IA 50009 -
 (515)967-3300

ROBBINS, THE FOLLOWING QUOTATION IS BASED OFF OF THE NATIONAL SOURCEWELL/NJPA CONTRACT THAT IS HELD BY INTERNATIONAL. THE STATE OF IOWA DOT HAS USED THIS CONTRACT THE PAST THREE YEARS TO PURCHASE THEIR PLOW TRUCKS. ORDER MUST BE PLACED BY 12/31/21 TO AVOID A PRICE INCREASE.

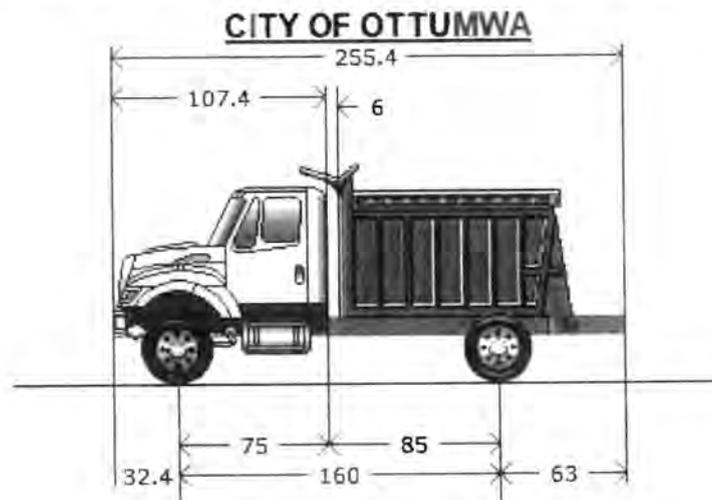
\$ 89,176.00 2022 International HV507 single axle plow truck with 300 HP Cummins engine.

\$ 81,281.00 Equipment from Hawkeye Truck Equipment per #22666

=====

\$ 170,457.00 COMBINED PRICE FOR DELIVERY AFTER JULY 1, 2021.

Includes a 5 Year 100,000 Mile extended warranty on the engine and aftertreatment system.



**Model Profile
 2021 HV507 SFA (HV507)**

AXLE CONFIG:	4X2
MISSION:	Requested GVWR: 39000. Calc. GVWR: 36220 Calc. Geared Speed: 73.5 MPH
DIMENSION:	Wheelbase: 160.00, CA: 85.00, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends Gear Ratio: 5.63
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G HDR2 ECO PLUS (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WK

Location 1: 9219, Winter White (Std)
Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV50700	Base Chassis, Model HV507 SFA with 160.00 Wheelbase, 85.00 CA, and 63.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	<u>Notes</u>
	: Pricing may change if axle configuration is changed.
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield), 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm), 480.0" (12192) Maximum OAL
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WDS	FRAME EXTENSION, FRONT Integral; 20" In Front of Grille
1WEV	WHEELBASE RANGE 146" (370cm) Through and Including 195" (495cm)
2ARV	AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
3AGU	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 14,000-lb Capacity, for Reduced Deflection Vocational Use, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u>
	: BRAKE LINES Color and Size Coded Nylon
	: DRAIN VALVE Twist-Type
	: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
	: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
	: PARKING BRAKE VALVE For Truck
	: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4
	: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	<u>Notes</u>
	: When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EVH	BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 SqiIn Spring Brake
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqiIn
4LAG	SLACK ADJUSTERS, FRONT {Gunite} Automatic
4LGG	SLACK ADJUSTERS, REAR {Gunite} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes

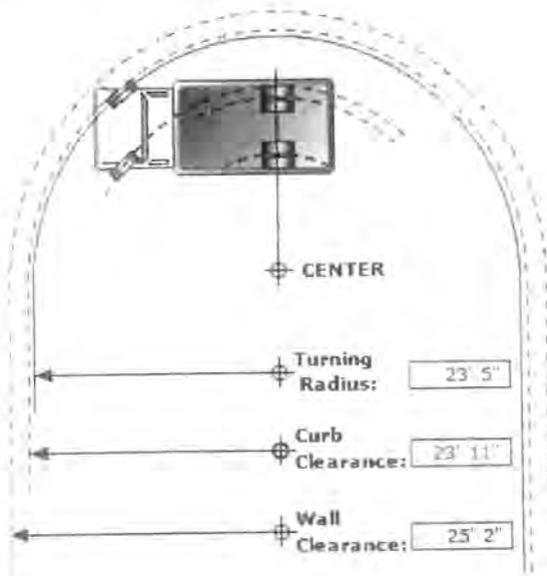
<u>Code</u>	<u>Description</u>
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDK	BRAKES, FRONT {Bendix Spicer ES-165-5X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 5", 14,600-lb Capacity
4XDM	BRAKES, REAR {Bendix Spicer ES-165-7X} Air S-Cam Type, Heavy Duty Fabricated Spider, Fabricated Shoe, Single Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke, 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGG	DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2
7BEV	AFTERTREATMENT COVER Steel, Black
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8541	HORN, ELECTRIC (2) Disc Style
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/ Ground and Sealed Connector for Stop/Turn
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input

<u>Code</u>	<u>Description</u>
8THB	BACK-UP ALARM Electric, 102 dBA
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TME	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Independent of Stop, Compatible with Trailers with Amber or Side Turn Lamps
8TNR	BATTERY CABLES with 36" of Extra Length Coiled and Strapped Near Battery Box
8TPR	STOP, TURN, TAIL & B/U LIGHTS {Weldon} Multi-Function LED Lamp, Mounted Outside Rails, Includes LED License Plate Light
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WTP	COURTESY LIGHT (2) Mounted In Front Map Pocket Left and Right Side
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XKY	USB PORT (1) Located in the Instrument Panel
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10021	CHASSIS COATING Corrosion Resistant E-Coat Primer Coating for Single Frame Rails
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u>
	: PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package
11001	CLUTCH Omit Item (Clutch & Control)

<u>Code</u>	<u>Description</u>
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines <u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12851	PTO EFFECTS, ENGINE FRONT Less PTO Unit, Includes Adapter Plate on Engine Front Mounted
12ESL	ENGINE, DIESEL {Cummins L9 300} EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed <u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler <u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control
12VHR	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed, Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WDZ	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WWW	NEUTRAL AT STOP OMIT
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14051	AXLE, REAR, SINGLE {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 5.63

<u>Code</u>	<u>Description</u>
14VAJ	SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
14WVG	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil, 30 thru 39.99 Pints
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level, English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKA	IP CLUSTER DISPLAY Omit Display of Fault Codes in Instrument Cluster and Disable Blink Codes, Requires Service Tool to Retrieve and View Fault Code
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SJW	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Black, Heated, 7.5" Sq.
16SMN	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
16SNS	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width
	<u>Notes</u>
	: Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u>
	: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
	: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted
	: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJP	INSTRUMENT PANEL Wing Panel

<u>Code</u>	<u>Description</u>
16XXC	COWL TRAY LID
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DTT	WHEELS, FRONT {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
28DTT	WHEELS, REAR {Accuride 28828} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels
29WLK	WHEEL BEARING, FRONT, LUBE {EmGard FE-75W-90} Synthetic Oil
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7372135434	(4) TIRE, REAR 11R22.5 Load Range G HDR2 ECO PLUS (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7382135415	(2) TIRE, FRONT 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40UDP	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)
Auxiliary Floor Mats	Cab floor mats



Series: HV
Model: HV507
Description: HV507 SFA
Model Year: 2021

Calculation Factors

Wheelbase: 160
Front Axle: 0002ARV
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
Front Wheel: 0027DTT
Description: WHEELS, FRONT, {Accuride 28828} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and with Steel Hubs
Front Tire: 07382135415
Description: TIRES, 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
Steering Gear: 0005PSA
Description: STEERING GEAR, {Sheppard M100} Power

Turning Radius Statistics

General Information

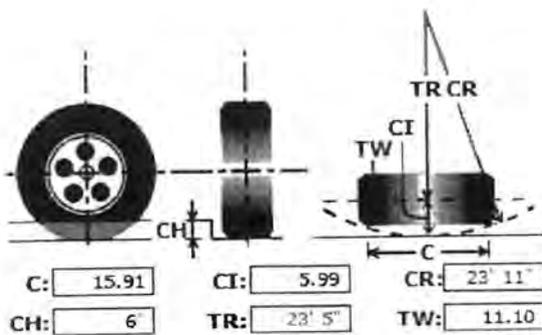
Inside Turn Angle: 45 Degrees
Radial Overhang: 21

Axle Information

KingPin Inclination: 6.25 Degrees
KingPin Center: 71.5

Turning Radius - Curb View

C - Curb Contact Length: 15.91
CI - Curb Clearance Increment: 5.99
CR - Curb Clearance Radius: 23'11"
CH - Curb Height: 6"
TR - Turning Radius: 23'5"
TW - Tire Width: 11.10



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20, 2021

 City Garage
 Department

 Chad Carlson
 Prepared By

 Larry Seals *Larry Seals*
 Department Head

M. Melden
 Acting City Administrator Approval

AGENDA TITLE: Resolution #153-2021. Approve the purchase of a 2022 F-150 Extended Cab in the amount of \$30,899.84 from Dewey Ford of Ankeny.

****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 #153-2021.

DISCUSSION: This purchase is to replace an existing 2009 Chevy HHR. The existing vehicle was purchased in 2009 and has 87,928 miles on it. This unit has been mechanically sound and will be transferred to the Health Department to assist with their fleet needs. The Fleet Committee agreed with the recommendation at its meeting held on November 18, 2020. Specs and costs were later approved at the Fleet Committee Meeting held on May 21, 2021.

Bid packets were distributed and due to supply and demand shortages only one (1) completed bid was received. Dewey Ford of Ankeny submitted the low bid of \$30,899.84. Through Fund 840, there has been over \$27,930 escrowed for this vehicle replacement. At present time, the KBB value of the HHR is approximately \$3,100, which would be transferred from the Health Department to the Street Department when the Health Department takes possession of the vehicle.

Source of Funds: 210

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #153-2021

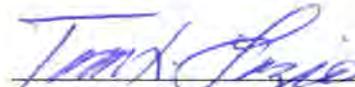
A RESOLUTION APPROVING THE PURCHASE OF 2022 F-150 EXTENDED CAB IN THE AMOUNT OF \$30,899.84 FROM DEWEY FORD OF ANKENY.

- WHEREAS, The Health Department is in need of adequate inspection vehicles, and it was recommended that the 2009 Chevy HHR be transferred from Public Works to the Health Department; and
- WHEREAS, This recommendation was presented to, and approved by, the Fleet Committee at its November 18, 2020 meeting; and
- WHEREAS, Specifications to replace the existing vehicle were approved by the Fleet Committee on May 21, 2021; and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The purchase of a 2022 F-150 from Dewey Ford of Ankeny, Iowa for a price of \$30,899.84 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 20th day of July 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

CITY OF OTTUMWA
STREET DEPARTMENT

SPECIFICATIONS FOR A ½-TON, EXTENDED CAB, 4X4 PICKUP TRUCK

Minimum specifications for bid of a ½-ton, Extended cab, 4x4 pickup truck – Current Model Year. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The City reserves the right to reject any or all bids.

Brand of equipment FORD

Model Number 2022 F150 X1E

Dealer Bidding DEWEY FORD ANKENY IOWA

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

EPA rated large size pickups, V6 cylinder engine

	CHECK ONE	
	YES	NO
<u>CAB & BODY</u>		
Split bench seat, heavy duty vinyl or cloth upholstery, foam cushion	(X)	()
Interior Color – gray	(X)	()
Vinyl floor covers	(X)	()
AM/FM Radio, factory installed	(X)	()
Dual power mirrors (minimum 5" x 8")	(X)	()
Dome light	(X)	()
6' straight side body	(X)	()
Intermittent wipers	(X)	()
Whelen MC23 Amber Strobe with Acari 101		

Drill Free 22" low profile mount	(X)	()
Standard front bumper	(X)	()
Standard or step type rear bumper	(X)	()
Receiver hitch frame mounted, class III 5000 lb weight carrying capacity and 7-pin wiring harness	(X)	()
Color: white	(X)	()

ENGINE - CHASSIS - DRIVE

Engine: V6	(X)	()
Magnetic drain plugs (magnetic collectors are satisfactory if magnetic drain plugs are not available)	(X)	()
Automatic transmission	(X)	()
Alternator: 12 volt, 75 amp minimum	(X)	()
Battery: 525 CCA (maintenance free/long life type)	(X)	()
Power disc brakes	(X)	()
Shock absorbers, heavy duty	(X)	()
Power steering	(X)	()
Tires – all terrain (5 required) P metric sizing required spare mounted under the box	(X)	()
Limited slip differential standard axle ratio	(X)	()
Rust proofing – factory	(X)	()
Spray in bed liner	(X)	()
Fuel tank minimum 20 gal	(X)	()
Automatic Daytime Running Lights	(X)	()

Air conditioning

(X)

()

Cruise Control

(X)

()

LITERATURE

One (1) copy of service, parts, operators, body manuals, books,
or in CD form

(X)

()

WARRANTY: (specify) _____

36 mo 36,000 mile bumper to bumper

5 yr 60,000 mile power train

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

Minimum 3 year or 36,000 mile warranty on truck and "optional" manufacturer's prices for extended warranty.

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

HARRY BOUGHER DEWEY FORD

Printed Name

Harry Bougher
Authorized Signature

06/18/2021
Date

BID PRICE: \$30,899.84

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 20, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head


Acting City Administrator Approval

AGENDA TITLE: Presenting certificates of completion to Ibeth Rivera and Kadie Kinsler for Refugee RISE AmeriCorps program.

 Public hearing required if this box is checked.

RECOMMENDATION: Receive program update, mayor to present certificates.

DISCUSSION: The Refugee RISE AmeriCorps program comes to an end on July 23, 2021. The program was hosted by the City with funding from Legacy Foundation and JBS. The program had a shaky start with one committed member never appearing and the second member leaving the program for a permanent full time position. However, Kadie Kinsler and Ibeth Rivera joined the program in the summer and did an excellent job.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Kadie and Ibeth provided a wide variety of services in a framework that supported self-sufficiency. Twenty-three individuals were served by the program from our office in City Hall and through on-site assistance at JBS. JBS has expressed interest in hosting the program themselves going forward.

Unfortunately, the staffing difficulties prevented us from completing a community needs assessment. This was a goal of the program and will continue to be a goal for the Planning Department. Hosting the program this year provided valuable information and insight that will inform completing that project.

Finally, as the project comes to a close, new research has been published by researchers at Iowa State that looks at three Iowa communities: Marshalltown, Ottumwa and Perry. Unfortunately, this research demonstrated that the small rural cities, like Ottumwa, that have become major centers for agricultural employment face exacerbated public health risks for vulnerable populations including refugees and immigrants. These types of cities have a tendency to form parallel communities of people who do not interact with each other because of opposing schedules, geography and language barriers. Continuing this type of programming to bring the community together and break down barriers between parallel communities will be critical in resisting the trend shown by this research. The summary of the article is attached.

Study: Environmental risks exacerbated for vulnerable populations in small towns

Posted Jun 23, 2021 1:00 pm

AMES, Iowa — A new study of small Iowa towns found that vulnerable populations within those communities face significantly more public health risks than statewide averages.

The study, published this week in PLOS ONE, a peer-reviewed open access journal, was led by Benjamin Shirtcliff, associate professor of landscape architecture at Iowa State University.

He focused on three Iowa towns – Marshalltown, Ottumwa and Perry – as a proxy for studying shifting populations in rural small towns, in particular how vulnerable populations in these towns are affected by their built environment (where people live and work) and environmental risks. Shirtcliff wants to understand how small towns can prioritize investment into their built environment for



Ben Shirtcliff

vulnerable populations on the heels of declining economic resources due to population change.

The study found the three towns have significantly higher environmental exposures than state averages, including more exposure to diesel, air toxins, lead paint in older homes and proximity to potential chemical accidents.

These risks are exacerbated for and increase physical and mental stress on populations with social vulnerability (minority status, low-income, linguistic isolation, below high school education, and populations under age 5 and over 64), which are also significantly higher in the three small towns than state averages.

With the growth of industrialized agriculture over the past few decades, small towns' populations have shifted: "...what environmental justice advocates describe as a 'double jeopardy' of injustice where people with the fewest resources reside in low-income communities with high level of environmental risk and unable defend against social threats like racism," according to the study.

Urban areas benefit from more green space, which would make it seem as if small towns surrounded by green landscapes would have greater benefits. That's not always the case, Shirtcliff says, due to the routine application of pesticides, fertilizers and other organic and inorganic toxins.

"There is a rural health paradox: These small towns may appear on the outside that they're healthier and safer, but the reality is that the metrics cities use are not really compatible," he said.

This exposes a knowledge gap in current research: Measures of environmental risk and design on vulnerable populations in urban areas are not comparable to those in small towns.

'Parallel communities'

Shirtcliff describes these small towns as having "parallel communities," or populations that rarely interact due to their opposing work and personal schedules, geography and language barriers.

This research began following one of Shirtcliff's design studios in Perry four years ago. During an interview with Jon Wolseth, assistant director of community and economic development with ISU Extension and Outreach, he and fellow researchers learned about the parallel communities in the town.

"When we think about public health these days, we think about viruses and epidemics," he said.

"What's increasingly being supported through research is that the neighborhoods we live in have huge impacts on our mental and physical health."

As some Iowans move to more urban areas from small towns, the built environment they leave behind is sometimes neglected.

Now, there are new barriers that people in these towns face to report and seek care for poor health effects from their built environment. There is also sometimes an information barrier; for example, rural populations may not correlate higher rates of asthma with the landscape.

"Although the influx of foreign-born workers and their families to small towns has enabled economic growth in the hands of a local few, the stability of small towns is fragile," according to the study. "A decline in local investment coupled with aging infrastructure is likely to impact the built environments in small towns, potentially compounding deleterious effects as vulnerable populations bring families and become established."

Shirtcliff puts a call out to the landscape architecture profession, which can sometimes focus on broad-reaching issues such as major parks and environmental remediation, to also focus their efforts on "the banal, everyday 'human environment' where a sidewalk, street tree, and crosswalk make a fundamental difference." Low-cost interventions such as these can counteract "a mounting public health crisis in small towns," he says.

Contacts

Benjamin Shirtcliff, Landscape Architecture, 515-294-0797, bens@iastate.edu

Chelsea Davis, News Service, 515-294-4778, chelsead@iastate.edu

Quick look

A new study of small Iowa towns found that vulnerable populations within those communities face significantly more public health risks than statewide averages.

Quote

"There is a rural health paradox: These small towns may appear on the outside that they're healthier and safer, but the reality is that the metrics cities use are not really compatible."

— *Ben Shirtcliff, associate professor of landscape architecture*

Read the paper

"Crosscutting Environmental Risk with Design: A Multi-Site, Multi-City Socioecological Approach for Iowa's Diversifying Small Towns"

PLOS ONE

<https://journals.plos.org/plosone/article?id=10.1371/journal.pone.0252127>

Benjamin Shirtcliff, associate professor of landscape architecture

Rosie Manzo, 2019 graduate of landscape architecture master's program

Rachel Scudder, 2020 graduate of community and regional planning master's program and master of urban design

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 20, 2021

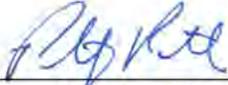
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Approve a Conflict of Interest Waiver for Ahlers & Cooney, P.C.
between the City of Ottumwa and Ottumwa School District.

Public hearing required if this box is checked.

RECOMMENDATION: Approve a Conflict of Interest Waiver for Ahlers & Cooney, P.C.
between the City of Ottumwa and Ottumwa School District in order
to draft an Agreement between the two partners.

DISCUSSION: The Parks Foundation and the Parks Board have been discussing the
addition of a tree nursery in the City of Ottumwa. Following a search of
several sites, the Park Board recommended a site on Ottumwa School
District property. A structured agreement between the two entities and the
Foundation would help define expectations related to the project and
ongoing maintenance requirements of each party, assuring continued
cooperation and communication. Administrator Rath had contacted
Attorney Stone to draft such an agreement. When a potential conflict of
interest was identified, Stone forwarded the attached waiver for approval.
If both parties approve the waiver A&C may proceed.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:



Ahlers & Cooney, P.C.
Attorneys at Law

100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Kristine Stone
515.246.0314
kstone@ahlerslaw.com

July 7, 2021

Philip Rath
City Administrator
105 East 3rd St.
Ottumwa, IA 52501

Mike McGrory
Superintendent
Ottumwa Community School District
1112 N. Van Buren
Ottumwa, IA 52501

RE: 28E Agreement for Tree Farm

Dear Mr. Rath and Mr. McGrory:

This waiver letter confirms that our Firm has been asked to represent the City of Ottumwa with respect to the preparation of a 28E Agreement for the construction, maintenance and operation of a tree farm on Ottumwa Community School District property. It is my understanding that a third party, the Friends of Ottumwa Parks, will contribute some of the funds for the proposed project. The 28E Agreement is therefore proposed as a three party Agreement.

As you know, our Firm has existing client relationships with the City of Ottumwa and the Ottumwa Community School District. Given the proposed concurrent representation of the Parties, we cannot undertake a representation where we will advocate or negotiate for one party against the other. However, our ethical rules allow us to undertake representation of both parties to a transaction provided that we can competently and diligently represent each client, and each client provided informed consent in writing to the representation.

We believe that we can competently and diligently represent both the City of Ottumwa and the Ottumwa Community School District in the limited role of memorializing a 28E Agreement as determined by the Parties. The City of Ottumwa and the Ottumwa Community School District must determine the terms to include in the Agreement (between you) and then provide such terms to us to include in the Agreement. In our limited role as the scrivener, the more details you work out between you and provide to us, the better. In the course of drafting we may identify categories of essential terms you have not addressed, in which case we will suggest that both parties coordinate and let us know what specific terms you mutually agree on for each such category. We may also include stock or customary terms in the draft we provide with no intent of favoring either party over the other. Any such terms may be rejected or modified by either of you and, as with all terms in the Agreement, are subject to mutual agreement between you and can be revised by you. Through the proposed limited joint representation, we can assist you in documenting the Agreement you reach on an amicable and mutually advantageous basis.

July 7, 2021

Page 2

In the event there are actual disagreements of substance or content between the Parties, we will decline to advise either party with respect to such issue. Should an issue arise for which the Parties cannot reach agreement on your own, we would need to withdraw from further representation of both Parties with respect to the proposed Agreement. Such withdrawal would not, however, impact our on-going representation of the City of Ottumwa or Ottumwa Community School District on all other matters.

In the course of the joint representation of the Agreement, we will not have communications with one party relevant to the Agreement that are confidential from the other. For matters relevant to this limited joint representation, we have a legal and ethical duty to share with both of you the information we receive and the comments that we give. In other words, your conversations with us with respect to the Agreement are not privileged as between the two of you and could not be claimed as privileged should any dispute arise between you. If you want independent advice concerning the terms of the Agreement, or if you wish to be able to discuss matters in complete privacy, you will need to seek such advice from alternate counsel.

In deciding whether or not to consent to the joint representation, the Parties should consider how our limited representation as described above could or may affect them. For example, clients that are asked to consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict. We do not believe that our obligations of loyalty and confidentiality to any party will impair our ability to represent the Parties in this matter in the limited manner described herein, but of course you may ask us any questions you may have regarding the contents of this letter and/or seek the independent advice of a lawyer outside of our Firm regarding the contents of this letter.

Please respond to this request by either signing and returning this letter or informing us that you decline to approve and consent to this joint representation. We will only be able to represent the Parties in this matter if both Parties are in agreement regarding this limited representation.

Sincerely,

AHLERS & COONEY, P.C.

By *Kristine Stone*

Kristine Stone

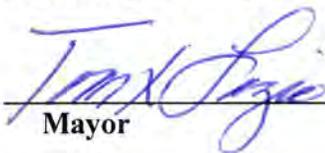
July 7, 2021

Page 3

The City Council of the City of Ottumwa hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Ottumwa Community School District and the City of Ottumwa regarding the 28E Agreement.

Dated this 20 day of July, 2021.

City Council of the City of Ottumwa:

By: 
Mayor

July 7, 2021

Page 4

The Board of Trustees of the Ottumwa Community School District hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Ottumwa Community School District and the City of Ottumwa regarding the 28E Agreement.

Dated this ____ day of _____, 2021.

Board of Trustees of the Ottumwa Community School District:

By: _____
Board Chair

CITY OF OTTUMWA
Staff Summary

JUL 14 11:13

**** ACTION ITEM ****

Council Meeting of : Jul 20, 2021

Park & Recreation
Department

Gene Ratkaj
Prepared By

Gene Ratkaj
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: **Wapello County Foundation Grant Application**

Public hearing required if this box is checked.

RECOMMENDATION: **Approve the Application to the Wapello County Foundation for Funding for a New Shower House.**

DISCUSSION: This is a grant application to the Wapello County Foundation for \$50,000 in funding for a new shower house at the Ottumwa Park Campground. This application was approved by the Ottumwa Parks Advisory Board at their meeting on July 13, 2021. The Wapello County Foundation requires that all grant applications from the City of Ottumwa must be approved by the city council.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

WAPELLO COUNTY FOUNDATION APPLICATION FOR COMMUNITY AWARDS

1. GUIDELINES:

- A. The City of Ottumwa is an IRS approved, non-profit organization that serves the citizens of Ottumwa and Wapello County.
- B. This is an application for a Recreational Facility.

2. APPLICATIONS:

- 1. Contact name is: Gene Rathje, Parks Director, City of Ottumwa, 105 East 3rd Street, Ottumwa, Iowa 52501.
- 2. The federal employer I.D Number is 42-600-5094.
- 3. The IRS non- profit determination letter is attached.
- 4. This project was approved by both the Ottumwa Parks Advisory Board on July 13, 2021 and the Ottumwa City Council on July 20, 2021.
- 5. This project will involve the construction of a new, high quality ADA handicapped accessible shower house and office in the Ottumwa Park Campground.
- 6. The objective of this project is to construct a new shower house and office facility in the Ottumwa Park Campground that will serve campers of all ages from the entire United States.
- 7. This project will have a positive impact on Ottumwa by creating more high quality recreational opportunities for Ottumwa area residents of all ages. It will also generate more revenue for the Ottumwa Park Campground by attracting more campers to the campground.
- 8. The profile of people to be served by this project are campers of all ages in Ottumwa and the entire United States.
- 9. The budget for this project is approximately \$300,000. The City of Ottumwa currently has \$250,000 budgeted for this project in the Capital Improvement Program.
- 10. The total amount of the grant requested is \$50,000.
- 11. This project will be completed by December 30, 2023.
- 12. A profit/loss statement for the Ottumwa Parks Department is attached.
- 13. There is no organization in this area that provides recreational services similar to Ottumwa Parks and Recreation.

3. FOLLOW-UP:

- A. A report on the project will be submitted when the project is complete. We will also publish recognition of the project in the Ottumwa Courier and GOTV.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 20, 2021

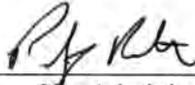
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of resignation of Council Member ~~Stevens~~ and how to proceed with filling the vacancy.

Public hearing required if this box is checked.

RECOMMENDATION: Accept the resignation and proceed with filling the vacancy by appointment.

DISCUSSION: On July 12, Council Member ~~Stevens~~ submitted a letter of resignation to be effective August 1, 2021. ~~Stevens~~ is in the last year of his term, scheduled to end in January 2022 with the election this November. When a vacancy occurs the City Council may opt to 1) appoint an individual to fill the remainder of the term or 2) call for a special election to fill the balance of the unexpired term. Based upon the limited time remaining in the current term it is my recommendation to proceed with the avenue of appointing an individual to fill the balance of the term.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

NOTICE OF CITY COUNCIL VACANCY

In accordance with Iowa Code Sections 372.13(2)(a), notice is hereby given that a vacancy has occurred among the members of the City Council of the City of Ottumwa

The vacancy will occur on August 1, 2021. The remaining balance of the term of office for the vacant position will expire in January of 2022.

It is the intention of the remaining members of the City Council to fill said vacancy by appointment. The person so appointed to fill the vacancy shall hold office until a successor is elected and qualified in accordance with law.

The electors of the City of Ottumwa have the right to file a valid petition requiring that the vacancy be filled by a special election.

Dated this 21 day of July, 2021.

CITY OF OTTUMWA

By Christina Reinhard
City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20, 2021

Engineering
Department

Phillip Burgmeier
Prepared By
Larry Seals
Department Head

M. Medlen
Acting City Administrator Approval

AGENDA TITLE: Approve the Agreement between the City of Ottumwa and Allender Butzke Engineers, Inc. for Geotechnical Engineering Services in connection with CSO, Phase VIII, Division 1, Blake's Branch and the 2021 Levee Improvements.

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

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

RECOMMENDATION: Approve the agreement and authorize the Mayor to sign.

DISCUSSION: This agreement will provide for geotechnical engineering services for Phase VIII Division 1 of the sewer separation project and the 2021 Levee Improvements. Four locations varying in depth from 25' to 35' will be bored for Phase VIII and 3 locations of approximately 20' in depth will be bored for the 2021 Levee Improvements. The bore logs will be used to identify soil types, water table and if encountered rock elevations. This information will be provided to contractors and be used to inform engineering decisions for the two projects.

This type of project is a moving operation and anticipated that single lane closure will be required.

The City Traffic Department crews will provide necessary traffic control.

Estimate: \$6,100 for Phase VIII Division 1 TIF-RU-LOST
\$4,800 for 2021 Levee Improvements CIP



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Ottumwa Sewer Separation Projects **PN:** 211358
PROJECT ADDRESS: E 4th Street and N Birch Street, Norris Street and Ogden Street
Ottumwa, Iowa
CLIENT: City of Ottumwa - Attn: Phillip Burgmeier
ADDRESS: 105 3rd Street E
Ottumwa, Iowa

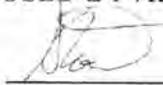
SCOPE: Geotechnical Exploration - Mobilization with truck mounted drilling equipment (split with another City project), boring locations, utility locations (Iowa One Call), drill and sample 4 test borings 25 to 35 feet deep, laboratory testing, engineering analysis, and written report.

COMPENSATION TERMS: Total cost for above scope of services will be \$6,100.00. Consultation subsequent to completion of report at current engineering rates. We understand that the City of Ottumwa will mark boring locations, provide traffic control, and handle any public needs.

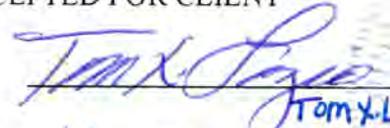
REMARKS: Field exploration could be scheduled to be conducted within two to three weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. Location of private utilities and service lines (if any) are the City's responsibility and should be properly marked prior to the drill crew arriving at the site.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

By: 
Stacy G. Brocka, P.E.
Title: Principal Engineer
Date: July 13, 2021

ACCEPTED FOR CLIENT

By: 
Tom X. Lazia Printed Name
Title: Mayor
Date: July 20, 2021

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

Email – Above

GENERAL CONDITIONS

PN 211358

1. PARTIES AND SCOPE OF WORK: Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. ABE may issue a third party reliance letter to a party the client identifies in writing provided ABE solely determines that the report is still reliable and that the third party, its successors, assigns, and agents agree in writing to these General Conditions and agree to pay ABE the greater of either 10 percent of the contract amount or \$250.00 for issuing the reliance letter. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

6. RESPONSIBILITY: ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

8. PAYMENT: Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within

thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

9. STANDARD OF CARE: ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

10. LIMITATION OF LIABILITY: SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$50,000.

11. INDEMNITY: Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

13. WITNESS FEES: ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Forrest Avenue Flood Wall **PN:** 211352
PROJECT ADDRESS: Forrest Avenue and Samantha Drive
Ottumwa, Iowa
CLIENT: City of Ottumwa - Attn: Phillip Burgmeier
ADDRESS: 105 3rd Street E
Ottumwa, Iowa

SCOPE: Geotechnical Exploration - Mobilization with truck mounted drilling equipment (split with another City project), boring locations, utility locations (Iowa One Call), drill and sample 3 test borings 20 feet deep, laboratory testing, engineering analysis, and written report.

COMPENSATION TERMS: Total cost for above scope of services will be \$4,800.00. For additional 20 foot deep borings conducted on the same mobilization, add \$600.00 per boring. Consultation subsequent to completion of report at current engineering rates. We understand that the City of Ottumwa will mark boring locations, provide traffic control, and handle any public needs.

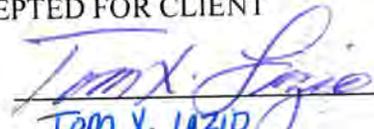
REMARKS: Field exploration could be scheduled to be conducted within two to three weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one week after drilling, followed one to two weeks later with the written report. Location of private utilities and service lines (if any) are the City's responsibility and should be properly marked prior to the drill crew arriving at the site.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

By: 
Stacy G. Brocka, P.E.
Title: Principal Engineer
Date: July 13, 2021

ACCEPTED FOR CLIENT

By: 
Tom X. LAZIO Printed Name
Title: MAYOR
Date: July 20, 2021

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

Email - Above

GENERAL CONDITIONS

PN 211352

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15. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20th, 2021

Engineering Department
Department

Chad Carlson
Prepared By

Larry Seals *Larry Seals*
Department Head

A. Meden
Acting City Administrator Approval

AGENDA TITLE: Award the Contract for RFP #9 – Winbco Cantilever Gate to Pierce Fence Co. and authorizing the Mayor to sign the contract.

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

RECOMMENDATION: Award the Contract for RFP #9- Winbco Cantilever Gate to Pierce Fence Co. of Ottumwa, Iowa in the amount of \$5,600.00 and authorize the Mayor to sign the Contract.

DISCUSSION: As part of the Phase 8 sewer separation project Winbco’s drive was removed to allow a cross country sanitary sewer to be installed. Winbco Tank gave to the City Sewer Easements to complete the necessary sewer separation work. These easements were granted with the agreement the City would contract out the installation of a new 30’ Cantilever Gate into the Winbco Facility once completed. This project includes removing an existing gate, installing a new 30’ cantilever gate to include new ballast posts, latch post, nylon rollers, relocating the powered operator and making an adjacent fence repair.

Bids were received and opened by the City of Ottumwa on July 14, 2021 at 2:00 p.m. Two (2) sets of the RFP were sent out and two (2) bids were received. The low bidder is Pierce Fence Company of Ottumwa, Iowa in the amount of \$5,600.00.

Bid Proposals:

Pierce Fence Company	\$5,600.00
Gullett Fence & Guard Rail	\$9,068.00

Source of Funds: TIF, LOST, RU and SF

Budgeted Item: Yes

Budget Amendment Needed: No

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 20 day of July, 2021 by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and Pierce Fence Co. hereinafter called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: **THE REPLACEMENT OF A CANTILEVER GATE AND FENCE REPAIR** as stated in the attached **RFP #9. RFP #9** and signed proposal included as part of this contract.

In the following location to wit; **WINBCO'S EASTERN-MOST ACCESS ONTO MAIN STREET, ADJACENT FRASE LUMBER, OTTUMWA, IOWA**

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

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

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

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

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

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in **RFP #9 WINBCO CANTILEVER GATE**, said payment to be made upon presentation of an invoice for aforesaid improvement.

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

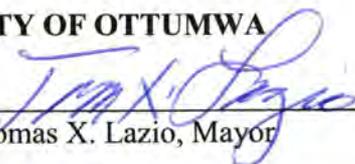
Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any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

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

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

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

CITY OF OTTUMWA


Thomas X. Lazio, Mayor

ATTEST:


Chris Reinhard, City Clerk

CONTRACTOR

Pierce Fence Co.
Company Name

Representative Signature
702. W. Main
Company Address
Ottumwa, IA 52501
City, State, Zip

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20, 2021

City Garage
Department

Chad Carlson
Prepared By

Larry Seals *Larry Seals*
Department Head

Medin

Acting City Administrator Approval

AGENDA TITLE: Approve the purchase of the updated Fuel Master System totaling \$15,124.00.

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

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

RECOMMENDATION: Approve the purchase of the updated Fuel Master System totaling \$15,124.00.

DISCUSSION: Fuel Master is the Fuel System used by the City of Ottumwa to manage and track the City's fuel distribution. The system includes both computer software as well as the cabinet at the fuel farm where users insert their fuel key and ID number. This system is used to track fuel usage, bill various departments for their monthly fuel usage, track vehicle fuel mileage and track and alert staff of fuel tank levels.

The last available software update to our current Fuel Master system was made in 2014. The actual cabinet at the pumps was installed in 2005. Though Fuel Master will continue to offer what software support they can, this model of cabinet is no longer serviceable. The purchase of an updated cabinet requires the update of the software.

The initial purchase price for the updated program, new fuel farm cabinet, installation, data migration, annual support plan and training is \$15,124.00. The Annual Support Plan moving forward is \$2,628.00 that will be paid for through fund 297, which is supported by all departments using the Garage's services.

This purchase was included and approved in the 2021/2022 budget.

Budgeted Amount: \$20,000.00

Source of Funds: 297

Budgeted Item: Yes

Budget Amendment Needed: No

CPEC

109 Terrace Drive
Blue Grass, IA 52726
(888)225-2732 Toll Free
(563) 210-5092 cell

City of Ottumwa
550 Gateway Drive
Ottumwa, IA 52501

June 22, 2021

Re: Syntech FuelMaster Upgrade

Dear Chad,

CPEC is pleased to propose the following:

QUANTITY	DESCRIPTION	LINK	UNIT	TOTAL	ESTIMATED TAX	TOTAL W/TAX
1	Syntech UPG4710 Upgrade Kit to be connected via Cellular Modem(Included) Full Cabinet.		\$	5,991.30	\$ 5,991.30	\$ - \$ 5,991.30
1	Powervar Advanced Surge Protection		\$	690.30	\$ 690.30	\$ - \$ 690.30
1	Freight		\$	156.00	\$ 156.00	\$ - \$ 156.00

FM Live fees will be quoted directly by Syntech.

INSTALLATION: \$ 1,874.70 \$ 1,874.70 \$ 1,874.70

Receive upgrade kit at CPEC Dock
Remove existing Card Reader Head
Install replacement Card Reader Head
Reconnect wiring
Make connection to Syntech

TOTAL LESS FM LIVE FEES \$ 8,712.30 \$ - \$ 8,712.30

All warranties are provided through Syntech. Labor is not included for repairs unless the City of Ottumwa elects to purchase the appropriate warranty through Syntech. Typically Syntech is able to walk customers through repairs onsite without distributor intervention.

All prices are good for 10 days unless specified otherwise.

Delivery and installation is based on CPEC's current workload. The installation is expected to be complete in 1 day.

If required, local permit costs are not included.

Thank you for your interest in CPEC. We look forward to working with you on this project.

Best regards,

Roger A Anderson
CPEC
109 Terrace Drive
Blue Grass, IA 52726
563-210-5092 cell



RON TURLEY ASSOCIATES, INC.

FLEET MANAGEMENT SOFTWARE & SUPPORT SERVICES

17437 N. 71st Drive, Suite 110

Glendale, AZ 85308

Phone: 800-279-0549 (USA) • 800-473-5338 (CN) • 623-581-2447 (Worldwide)

Website: www.rtafleet.com Email: rta@rtafleet.com • sales@rtafleet.com • tech@rtafleet.com

June 8, 2021

Chad Carlson
City of Ottumwa
550 Gateway Drive
Ottumwa, IA 52501

Chad,

Thank you for the opportunity to quote the RTA Fleet Management Hosted System as a solution to your equipment information needs. We are confident that our software, expertise, and experience will be an asset to your operation.

Quoted SAAS Hosted Software:

Annual Hosting Fee.....	\$3,326.00
Price Includes:	
Track Unlimited Assets	
Up to Three (3) Named Full User Logins	
Includes the NEW RTA Mobil App	
Includes NEW RTA Web Reporting	
Includes ALL ADD-ONS <i>(See next page)</i>	
Includes Kickstart Implementation	
Includes Unlimited Attendance at our Phoenix Training Classes (5 per class)	
Includes Unlimited Technical Support	
Includes ALL Updates and Enhancements	
Includes Simultaneous Backups	
Includes ALL Training Videos	

Once we setup your CLOUD server and install the RTA Fleet Software on our hosted environment, you will be able to connect 24/7 from anywhere on a very fast connection to work in software, run reports etc. The best part is that we support your software. We do the backups. We do the updates. And you get to enjoy the service. **You will be invoiced on an annual basis.** **The hosting fee includes unlimited support.** If you have any questions, please feel free to call me at 866-583-4514. **All Pricing is valid for 45 Days.**

Sincerely,

Jan Smith
Sales Representative

Signed: _____ Date: _____ PO#: _____

Add-On Options: **ALL ADD-ON OPTIONS LISTED IN THIS SECTION ARE INCLUDED**

Image Viewer.....	\$ 300.00
Tool Checkout Module.....	\$ 300.00
BarCod-IT.....	\$ 300.00
RTA Guides.....	\$ 300.00
Best of Crystal.....	\$ 400.00
RTA Messenger.....	\$ 500.00
Best Practices.....	\$ 500.00
Email Dashboard.....	\$ 500.00
Dashboard Alerts.....	\$ 500.00
Key Performance Indicators.....	\$ 600.00
Configurable EFI.....	\$ 1,000.00
EFI Autoloader.....	\$ 1,000.00
Paperless Shop.....	\$ 2,000.00
Paperless Mechanic Inspections.....	\$ 1,000.00
Driver Reports.....	\$ 1,000.00
Paperless Driver Inspections.....	\$ 1,000.00
Telematic Odometer Updates (Includes AutoLoader).....	\$ 2,000.00

FREE

Training Options:

UNLIMITED Attendance at our Training Classes in Phoenix.....	\$ FREE
Three (3) Days On-Site Training / Installation Consulting.....	\$ 6,600.00

Bar Code Hardware: (not included)

LS2208 Stationary Bar Code Scanner.....	\$ 395.00+
LI4278 Bluetooth Wireless Bar Coder Scanner.....	\$ 595.00+
Tricoder Portable Bar Code Reader.....	\$ 1,295.00+
Citizen CL-S700 Bar Code Printer.....	\$ 1,245.00+
+ Plus Shipping	

Support and Updates:

Ron Turley Associates (RTA) maintains a Toll-Free Support Line for its customers with technicians available from 5:00am until 5:00pm daily during the workweek. RTA also maintains a programming department, which releases major updates each year. These updates are released throughout the year and are included free of charge with your hosted fee.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 20, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson *ZS*
Department Head

M. Mulder
Acting City Administrator Approval

AGENDA TITLE: Resolution No. 113 - 2021, a resolution accepting the bid and approving the sale of 922 Russell Street to Fred or Cindy Ver Schuure for the sum of \$6,789.00



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



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

RECOMMENDATION: Pass and adopt Resolution No. 113 - 2021

DISCUSSION: The City accepted bids on this property until 2:00 PM July 13, 2021. Two bids were submitted. The Ver Schuures submitted the best bid in the amount of \$6,789.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 113 - 2021

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 922 RUSSELL STREET TO FRED OR CINDY VER SCHUURE FOR THE SUM OF \$6,789.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as the Southeast 50 feet of the Northwest 150 feet of Lot 34 in Summer's Addition to the City of Ottumwa, Iowa also known as 922 Russell Street; and

WHEREAS, pursuant to Resolution No. 112 - 2021 approved, passed and adopted June 15, 2021 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property; and

WHEREAS, the City received two bids; and

WHEREAS, the Ver Schuures submitted the best bid in the amount of \$6,789.00; and

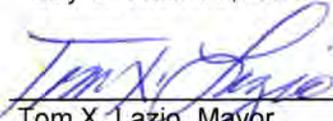
WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Fred or Cindy Ver Schuure, in the amount of \$6,789.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

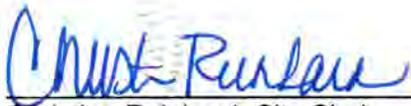
PASSED AND ADOPTED this 20th day of July 2021.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

922 Russell

Bidder

Bid

Fredy A. Guerra

\$600.00

Fred or Cindy Ver Schuure

\$6,789.00

**PURCHASE AGREEMENT BID FORM
FOR
922 RUSSELL STREET, OTTUMWA, IOWA**

This proposal is for a City owned property located at **922 Russell Street, Ottumwa, Iowa** legally known as **the Southeast 50 feet of the Northwest 150 feet of Lot 34 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa (922 Russell Street)**. The property is located in an R-2 zoning district and must be used in that regard.

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

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

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

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

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

\$ 6799.00

TOTAL PURCHASE PRICE OFFERED FOR THIS PROPERTY

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

Fred or Cindy Ken Schoune

6414559883

NAME OF BIDDER (PRINTED)

TELEPHONE NUMBER

FR

1864 270th St

F. Schoune

MAILING ADDRESS

SIGNATURE

OSKAHOUSA IA 52577

FAST69@gmail.com

DATE

EMAIL ADDRESS

7-13-21

Cashier's Check



**GREAT SOUTHERN
BANK**

P.O. Box 9009
Springfield, Missouri 65808
(417) 887-4400 • 1-800-749-7113

80-7332
2865

Date: 7/13/21

8360837

Branch: 0538

FREDERICK E VERSCHUURE

PAY EXACTLY **678 AND 90/100 DOLLARS
TO THE
ORDER OF CITY OF OTTUMWA

\$678.90

CUSTOMERS CANNOT PLACE STOP PAYMENTS ON CASHIER'S CHECKS



Russell

7:21 JUL 13 PM 1:4

PTV
011

PROOF OF PUBLICATION

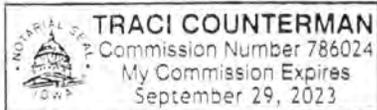
STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Notice of Public Hearing – 922 Russell St.

City of Ottumwa

_____ hereto attached was published in said newspaper for 1 consecutive week's to-wit: 07/08/2021 Subscribed and sworn to before me, and in my presence, by the said 8th day of July, 2021



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 11.70

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING
TO WHOM IT MAY CONCERN:
Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, July 20, 2021 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as the Southeast 50 feet of the Northwest 150 feet of Lot 34 in Summer's Addition to the City of Ottumwa, Iowa also known as 922 Russell Street to the successful bidder by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA:
Christina Reinhard, City Clerk

PH-Dispose-922 Russell

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 20, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson *ZS*
Department Head

H. Meden
Acting City Administrator Approval

AGENDA TITLE: Resolution No. 135 - 2021, a resolution accepting the bid and approving the sale of 202 South Ransom to Henry Lopez for the sum of \$16,500.00



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



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

RECOMMENDATION: Pass and adopt Resolution No. 135 - 2021

DISCUSSION: The City accepted bids on this property until 2:00 PM July 13, 2021. Four bids were submitted. Henry Lopez submitted the best bid in the amount of \$16,500.00 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 135 - 2021

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 202 SOUTH RANSOM TO HENRY LOPEZ FOR THE SUM OF \$16,500.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as R20147, Lot 1 and the South Half of Lot 2 and the West 6 feet of the North Half of Lot 2 in Block 27 in R. S. Smith's Fourth Addition to the City of Ottumwa, Wapello County, Iowa, also known as 202 S. Ransom; and

WHEREAS, pursuant to Resolution No. 134 - 2021 approved, passed and adopted July 6, 2021 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the abovementioned property; and

WHEREAS, the City received four bids; and

WHEREAS, Henry Lopez submitted the best bid in the amount of \$16,500.00; and

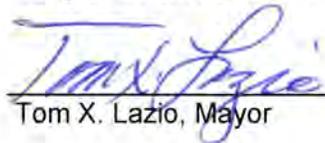
WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Henry Lopez, in the amount of \$16,500.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 20th day of July 2021.

City of Ottumwa, Iowa


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

202 S Ransom

Bidder	Bid
Oswaldo A. Sierra	\$320.00
Jose Angel Espinoza	\$5,000.00
Fredy A. Guerra Alas	\$12,000.00
Henry Lopez	\$16,500.00

**PURCHASE AGREEMENT BID FORM
FOR
202 SOUTH RANSOM, OTTUMWA, IOWA**

This proposal is for a City owned property located at **R20147, Lot 1 and the South Half of Lot 2 and the West 6 feet of the North Half of Lot 2 in Block 27 in R. S. Smith's Fourth Addition to the City of Ottumwa, Wapello County, Iowa** also known as 202 S. Ransom. The property is located in an R-2 zoning district and must be used in that regard.

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

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

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

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

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

\$ 16,500

TOTAL PURCHASE PRICE OFFERED FOR THIS PROPERTY

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

Henry Lopez

NAME OF BIDDER (PRINTED)

201 S Willard St.

MAILING ADDRESS

Ottumwa IA 52501
7/12/21

DATE

641 680 3968

TELEPHONE NUMBER

Hunter

SIGNATURE

EMAIL ADDRESS

OTTUMWA

CITY OF BRIDGES...RIVER OF OPPORTUNITY

CITY HALL
105 EAST THIRD STREET
OTTUMWA, IOWA 52501

202. S Ransom St.

Henry Lopez Arqueta.

Bid \$16,500

\$1650 Cash

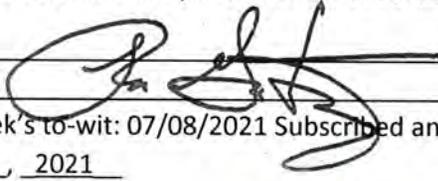
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

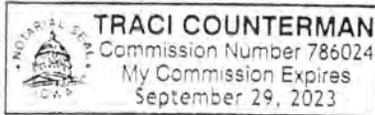
Notice of Public Hearing - 202 S. Ransom

City of Ottumwa



hereto attached was published

in said newspaper for 1 consecutive week's to-wit: 07/08/2021 Subscribed and sworn to before me, and in my presence, by the said 8th day of July, 2021



Notary Public

In and for Wapello County

Printer's fee \$ 12.96

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING
TO WHOM IT MAY CONCERN:
Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, July 20, 2021 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as R20147, Lot 1 and the South Half of Lot 2 and the West 6 feet of the North Half of Lot 2 in Block 27 in R. S. Smith's Fourth Addition to the City of Ottumwa, Wapello County, Iowa, also known as 202 S. Ransom to the successful bidder by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

PH - Disposal - 202 S. Ransom

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 20, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson *ZS*
Department Head

M Medek
Acting City Administrator Approval

AGENDA TITLE: Resolution No. 138 - 2021, a Resolution accepting the offer and approving the sale of Lot 77 of Blake Park Heights, a Subdivision of Part of the Southwest Quarter of Section 26, Township 72, Range 14 West in the City of Ottumwa, Wapello County, Iowa, also known as 313 Allison, to Daniel and Joanna Smith for the sum of \$250.00



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



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

RECOMMENDATION: Pass and adopt Resolution No. 138 - 2021.

DISCUSSION: Daniel and Joanna Smith offered the City \$250.00 for a vacant lot located at 313 Allison. The buyers intend to construct a new addition on their existing home on the vacant lot. The property will be transferred by quit claim deed and the buyer will pay the cost of publishing the public hearing notice and the recording fees.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 138 - 2021

A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF CITY OWNED PROPERTY DESCRIBED AS LOT 77 OF BLAKE PARK HEIGHTS, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 72, RANGE 14 WEST IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA TO DANIEL AND JOANNA SMITH FOR THE SUM OF \$250.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described Lot 77 of Blake Park Heights, a Subdivision of Part of the Southwest Quarter of Section 26, Township 72, Range 14 West in the City of Ottumwa, Wapello County, Iowa, also known as 313 Allison; and

WHEREAS, pursuant to Resolution No. 137 - 2021 approved, passed and adopted July 6, 2021 by the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to Daniel and Joanna Smith for an offered price of \$250.00; and

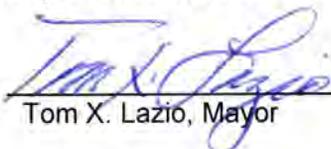
WHEREAS, the buyers intend to construct an addition to their existing home on the vacant lot; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the offer received from Daniel and Joanna Smith in the amount of \$250.00 for the purpose of constructing an addition to their existing home, be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

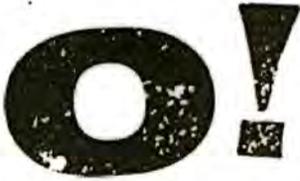
PASSED AND ADOPTED this 20th day of July 2021.

City of Ottumwa, Iowa


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



[CITY OF]
OTTUMWA

Petition No.: 5081-2021

Petitioner Information:

Name: Daniel & Joanna Smith

Address: 327 Allison Ave.

Phone Number: (641) 799-1210

Petition contains the required number of signatures.

Summary of Petition:

Purchase offer for 313 Allison Ave. for \$250.00 to build addition to house when lumber prices go down. City owned less than 5 yrs - deposit \$50.

1. Engineering Department Approve Deny

LBS

Comments:

Date 6-17-21 Dept. Initials Required

2. Plan/Zoning/Dev. Department Approve Deny

[Signature]

Comments:

Lot is less than 85% of minimum width. Not suitable for in-fill development. Proposed buyers possible addition is best use.

Date 6/23/21 Dept. Initials Required

3. Health Department Approve Deny

[Signature]

Comments:

Date 6/23/21 Dept. Initials Required

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

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

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



[CITY OF]
OTTUMWA

Petition #5081-2021

Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

Vacant Lot Are you a not for profit? NO
 Do you own property next to the lot? YES
 Building Has the City owned the property for more than 5 years? NO
 Are you a not for profit that builds housing? NO
 Are you an Ottumwa School District? NO

Address or legal description of the property 313 ALLISON AVE.

Buyers Name, address and phone number DAHIR SMITH 327 ALLISON AVE.

OTTUMWA, IA 52501 641-799-1210

Dollar amount of the offer \$250-

If you are purchasing a building do you plan to renovate or demolish it? _____

If you are purchasing a vacant lot, what is the intended use of the lot? ADDITION TO HOUSE

If the City ownership of the lot is less than 5 years, the minimum offer is \$500. If you own the property next to the vacant lot and the City ownership is less than 5 years, the minimum offer \$250.

If the City ownership of the lot is more than 5 years, the minimum offer is \$250. If you own the property next to the vacant lot and the City ownership is more than 5 years, the minimum offer is \$125.

If you are a not for profit organization, such as Habitat for Humanity, or other organization that builds housing, the price for a vacant lot is \$125 regardless of the length of time the City has owned the property.

If you are an Ottumwa School District with a construction trades program and intend to build housing the price is \$1.00.

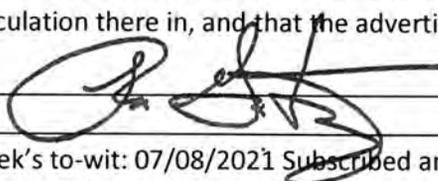
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

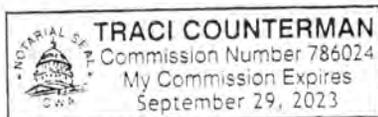
Notice of Public Hearing – 313 Allison

City of Ottumwa



hereto attached was published

in said newspaper for 1 consecutive week's to-wit: 07/08/2021 Subscribed and sworn to before me, and in my presence, by the said 8th day of July, 2021



Notary Public

In and for Wapello County

Printer's fee \$ 14.21

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING
TO WHOM IT MAY CONCERN:
Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, July 20, 2021 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as Lot 77 of Blake Park Heights, a Subdivision of Part of the Southwest Quarter of Section 26, Township 72, Range 14 West in the City of Ottumwa, Wapello County, Iowa, also known as 313 Allison, to Daniel and Joanna Smith for the sum of \$250.00 for the purpose of building an addition to their home by quit claim deed, with no abstract and the buyer paying the cost of publishing the public hearing notice and the recording fee. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

PH-Disposal-313 Allison

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 20, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson *ZS*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution No. 146-2021: A RESOLUTION TRANSFERRING
PROPERTY LOCATED AT 915 E. DIVISION TO THE BOARD OF
TRUSTEES OF THE OTTUMWA WATER WORKS

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 146-2021

DISCUSSION: The Water Works seeks to obtain the vacant lot at 915 E Division. The lot is owned by the City and topographically unsuitable for development. The Water Works will use the site for fill and spoil excavated during emergency repairs. Over time, this fill activity will make the lot more suitable for development, at which time the Water Works may cover the lot and seek developers or return the property to the City.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 146-2021

A RESOLUTION TRANSFERRING PROPERTY LOCATED AT 915 E. DIVISION TO THE BOARD OF TRUSTEES OF THE OTTUMWA WATER WORKS

WHEREAS, the City of Ottumwa owns property located at 915 E. Division which is not being utilized by the City and is not suitable for development; and

WHEREAS, the property is legally described as follows:

Lots 17 and 18 in Cory and Roberts' Addition to the City of Ottumwa, Wapello County, Iowa, except the East 60 feet of the South 10 feet of said Lot 17; also a right of way over and across said 10 foot strip.

WHEREAS, the Ottumwa Water Works would like to utilize this property as a fill site to dump excavated material; and

WHEREAS, the Ottumwa City Council desires to transfer the management, control and operation of the property to the Board of Trustees of the Ottumwa Water Works.

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

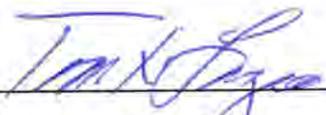
The property legally described as

Lots 17 and 18 in Cory and Roberts' Addition to the City of Ottumwa, Wapello County, Iowa, except the East 60 feet of the South 10 feet of said Lot 17; also a right of way over and across said 10 foot strip.

is hereby transferred to the Board of Trustees of the Ottumwa Water Works. Pursuant to Iowa Code Sec. 388.4, the property shall be held in the name of the City, but the Board of Trustees shall have all the powers and authorities of the City with respect to the management, control, and operation of the property.

Passed and adopted this 20th day of July 2021.

CITY OF OTTUMWA, IOWA

By 
Tom X. Lazio, Mayor

ATTEST:



Chris Reinhard

Chris Reinhard, City Clerk



Overview



Legend

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

Parcel ID	007413150009000	Alternate ID	n/a	Owner Address	City Of Ottumwa
Sec/Twp/Rng	0-0-0	Class	R		105 E Third
Property Address	915 E DIVISION	Acreage	n/a		Ottumwa, IA 52501
	OTTUMWA				

District OTTUMWACITY/OTTUMWASCH
 Brief Tax Description CORY & ROBERT'S ADD.
 LOT 17 EX E 60' OF S
 10', ALL LOT 18
 (915 E DIVISION)
 (Note: Not to be used on legal documents)

Date created: 7/13/2021
 Last Data Uploaded: 7/13/2021 1:04:05 AM

Developed by  Schneider
 GEOSPATIAL

PROOF OF PUBLICATION

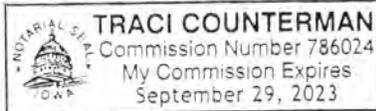
STATE OF IOWA
WAPELLO COUNTY

I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Notice of Public Hearing – 915 E. Division

City of Ottumwa

_____ hereto attached was published in said newspaper for 1 consecutive week's to-wit: 07/08/2021 Subscribed and sworn to before me, and in my presence, by the said 8th day of July, 2021



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 21.32

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF OTTUMWA ON THE MATTER OF A PROPOSAL TO PERMANENTLY TRANSFER AN INTEREST IN REAL PROPERTY LOCATED AT 915 E. DIVISION TO THE BOARD OF TRUSTEES OF THE OTTUMWA WATER WORKS, AND THE HEARING THEREON PUBLIC NOTICE is hereby given that the City Council shall meet in the City Council chambers located at City Hall, 105 East Third Street, Ottumwa, Iowa, at 5:30 P.M. on July 20, 2021, for the purpose of taking action on the matter of the proposal to transfer an interest in real property located at 915 E. Division to the Board of Trustees of the Ottumwa Water Works, which property is described as follows: Lots 17 and 18 in Cory and Roberts' Addition to the City of Ottumwa, Wapello County, Iowa, except the East 60 feet of the South 10 feet of said Lot 17; also a right of way over and across said 10 foot strip. A copy of the proposed Resolution transferring the property to the Board of Trustees is on file for public inspection in the office of the City Clerk. At the above meeting the City Council shall receive oral or written objections regarding the proposed transfer of the property. After all objections have been received and considered, the City Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal. This notice is given by order of the City Council of the City of Ottumwa, Iowa. (End of Notice)

PH-Disposal
915 E. Division

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20, 2021

Engineering Department
Department

Alicia Bankson
Prepared By
Darryl Seal
Department Head

M. Mulder
Acting City Administrator Approval

AGENDA TITLE: Resolution #147-2021. Accepting the work as complete and approving release of retained funds for the Ottumwa Main Street Project (Downtown Streetscape).

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 #147-2021.

DISCUSSION: The project consisted of complete reconstruction of the 100, 200, and 300 blocks of Main Street. It included full width full depth PCC reconstruction. The project included replacement of sanitary sewer lines and sewer laterals. In addition, new water mains and service lines were installed during the project. New ADA compliant sidewalks were also installed.

The project includes major green features including permeable pavers, bio-retention cells, decorative lighting and raised planting areas.

Since substantial project competition in the fall of 2020 we have been evaluating settlement issues that have occurred with the permeable paver system. Early spring we pulled several areas to allow a sample of the bedding coarse and had a gradation performed. The results indicate that the lime stone has deteriorated allowing settlement and the total functional loss of permeability.

The Design Engineer has reviewed the Geotechnical reports and material certification and determined that the contractor met the contract requirements as specified in the SUDAS (Statewide Urban Design Standards) for aggregate gradation, installation compaction and testing requirements and funds retained should be released. We are recommending that we leave the contract open at this time pending a final design solution.

Currently the Architectural Design firm is working directly with IDAL/IEDA to determine the impact for various possible solutions and a strategy to maintain the specific requirements of the calculated treatment volumes and catchment areas. A future presentation will cover possible features and opinions of probable

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

cost and cover impacts on the grant funding levels and identify funding streams to complete any additional work required.

Final Payment Due Contractor: \$190,900.34

The new contract sum is \$5,302,787.23.

<u>Funding:</u>	<u>Grants</u>
CDBG	\$ 800,000 50/50 City and Legacy
Water Quality	\$ 55,000
Legacy	\$1,946,000
City of Ottumwa	\$2,670,000
OWW	\$ 511,665
Ottumwa Area Arts Council	<u>\$ 12,800</u>
Total	\$5,995,465
Base bid	\$5,096,359.30
CO 1	\$ 30,194.36
CO 2	\$ 3,987.50
CO 3	\$ 8,139.72
CO 4	\$ 11,885.50
CO 5	\$ (5,123.05)
CO 6	\$ 62,995.96
CO 7	\$ 2,490.42
CO 8	\$ 12,804.48
CO 9	\$ 17,440.00
CO 10	<u>\$ 61,613.04</u>
New Contract Sum	\$5,302,787.23 Portzen Contract
Resident Engineer	\$ 300,000.00 Garden & Associates Contract.

RESOLUTION #147-2021

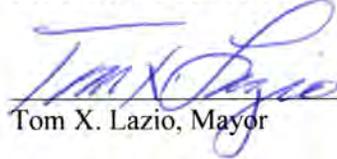
A RESOLUTION APPROVING FINAL PAY REQUEST AND ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE OTTUMWA MAIN STREET PROJECT (DOWNTOWN STREETScape)

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on May 21, 2019 with Portzen Construction, Inc. of Dubuque, Iowa for the above referenced project

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Ottumwa Main Street Project (Downtown Streetscape) is hereby accepted as complete and authorization to make final payment to Portzen Construction, Inc. of Dubuque, Iowa in the amount of \$190,900.34 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 20th day of July, 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Ottumwa Main Street

PAY REQUEST NO. 18

FROM CONTRACTOR: PORTZEN CONST.

PAY PERIOD: 30-Jun-21

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

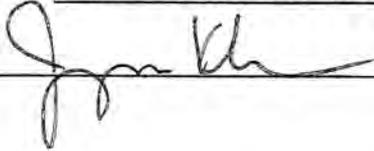
1. Original Contract Sum	<u>\$5,096,359.30</u>
2. Net change by Change Orders	<u>\$206,427.93</u>
3. Contract Sum to Date (Line 1± Line 2)	<u>\$5,302,787.23</u>
4. Total Completed and Stored to Date	<u>\$5,302,787.23</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$5,302,787.23</u>
7. Less Previous Payments	<u>\$5,111,886.89</u>
8. Current Payment Due	<u>\$190,900.34</u>

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

CONTRACTOR: Portzen Construction, Inc.

DATE: 7-2-2021

BY: _____



TITLE: _____

Controller

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$190,900.34

DATE: _____

ENGINEER/DIRECTOR OF PUBLIC WORKS

OBISONE Main Street

ITEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	AS BUILT	EXTENSION	QTY	OVERSEER	% CP
1	Millwork, London Curves, and Traffic Control	LS	1	\$700,000.00	\$700,000.00			1	\$700,000.00	100.00%
2	Hand Deter	0	0	\$0.00	\$0.00			0	\$0.00	0.00%
3	SWAMP Management and Overall Keating	LS	1	\$18,000.00	\$18,000.00			1	\$18,000.00	100.00%
4	Health Safety Training	LS	1	\$40,000.00	\$40,000.00			1	\$40,000.00	100.00%
5	Vehicle Traffic Control	LS	1	\$20,000.00	\$20,000.00			1	\$20,000.00	100.00%
6	Pedestrian Traffic Control	LS	1	\$2,500.00	\$2,500.00			1	\$2,500.00	100.00%
7	Removal of Pavement	BY	7810	\$14.00	\$109,340.00	7894	\$11,776.00	8604	\$121,116.00	102.55%
8	Removal of Manhole	BY	3424	\$15.00	\$51,360.00	3443	\$51,645.00	3483	\$52,215.00	101.81%
9	Remove top soils	CA	15	\$1,100.00	\$16,500.00	15	\$16,500.00	15	\$16,500.00	100.00%
10	Removal of Existing Pave Hydrant Assembly	CA	8	\$200.00	\$1,600.00	8	\$1,600.00	8	\$1,600.00	100.00%
11	Remove Manhole	EA	10	\$1,000.00	\$10,000.00	14	\$14,000.00	14	\$14,000.00	140.00%
12	Remove Manhole	EA	14	\$750.00	\$10,500.00	14	\$10,500.00	14	\$10,500.00	100.00%
13	Excavation, Class 10	CY	3026	\$17.50	\$52,955.00	3090	\$54,075.00	3090	\$54,075.00	102.12%
14	Excavation, Class 10	CY	3026	\$2.00	\$6,052.00	3090	\$6,180.00	3090	\$6,180.00	102.69%
15	Set Forms (Concrete), 10' dia	BY	5983	\$6.00	\$35,898.00	5983	\$35,898.00	5983	\$35,898.00	100.00%
16	Concrete Ties	LS	1	\$10,000.00	\$10,000.00	1	\$10,000.00	1	\$10,000.00	100.00%
17	Submittal, Longitudinal 8" Dia	LF	2319	\$17.25	\$39,981.75	2319	\$39,981.75	2319	\$39,981.75	100.00%
18	Submittal, Utility and Connections, 8" PUMP, PVC, at HDPE	EA	27	\$250.00	\$6,750.00	27	\$6,750.00	27	\$6,750.00	100.00%
19	Steel Hydrant, PCC, 12" Dia	BY	2395	\$78.20	\$187,309.00	2395	\$187,309.00	2395	\$187,309.00	100.00%
20	Steel Hydrant, PCC, 12" Dia	BY	2395	\$2.75	\$6,586.25	2395	\$6,586.25	2395	\$6,586.25	100.00%
21	PCC Pavement, Base and Tieding	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	1	\$2,500.00	100.00%
22	12" Manhole Cover	BY	100	\$60.00	\$6,000.00	9	\$540.00	9	\$540.00	9.00%
23	Pavement Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
24	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
25	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
26	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
27	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
28	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
29	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
30	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
31	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
32	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
33	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
34	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
35	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
36	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
37	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
38	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
39	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
40	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
41	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
42	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
43	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
44	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
45	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
46	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
47	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
48	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
49	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
50	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
51	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
52	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
53	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
54	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
55	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
56	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
57	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
58	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
59	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
60	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
61	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
62	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
63	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
64	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
65	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
66	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
67	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
68	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
69	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
70	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
71	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
72	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
73	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
74	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
75	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
76	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
77	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
78	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
79	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
80	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
81	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
82	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
83	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
84	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
85	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
86	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
87	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
88	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
89	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
90	Type C, 10' x 10' x 4"	BY	3300	\$4.00	\$13,200.00	3300	\$13,200.00	3300	\$13,200.00	100.00%
91										

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20, 2021

Engineering Department
Department

Alicia Bankson
Prepared By

Larry Seal
Department Head

Amulden
Acting City Administrator Approval

AGENDA TITLE: Resolution #148-2021. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2020 Asphalt Street Repair Program.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution #148-2021.

DISCUSSION: Our annual Asphalt Paving program was created in 2003. It is a unit price contract that we bid with Asphalt tonnage ranges. Expanded Street Repair Program (ESRP) is funded by Local Option Sales Tax (LOST) revenue. This project was awarded to Norris Asphalt Paving of Ottumwa, Iowa on June 2, 2020.

Change Order #1 decreases the contract sum by \$806,496.32 for the reduction of quantity adjustments.

Norris Asphalt Paving of Ottumwa, Iowa has completed the above referenced work according to the plans and specifications. This will authorize approval of Change Order #1 with final payment releasing all retainage.

Streets completed: Richmond: Church to Ferry
Ferry: Richmond to Chester

Original Contract Amount	\$1,153,799.45
Change Order #1	(\$806,496.32)
New Contract Amount	\$347,303.13
Less Previous Payments	<u>\$329,937.97</u>
Final Amount Due	\$ 17,365.16

Funding Source: \$926,978.00 FY 2012/2013
 \$950,000.00 FY 2013/2014
 \$480,000.00 FY 2014/2015
 \$700,000.00 FY 2015/2016
 \$1,000,000.00 FY 2016/2017

Source of Funds: Road Use

Budgeted Item: X

Budget Amendment Needed: No

\$800,000.00 FY 2017/2018
\$1,250,000.00 FY 2018/2019 (Includes \$460,000 E. Main St. Reconstruction)
\$350,000.00 FY 2019/2020

Source of Funds: Road Use

Budgeted Item: X

Budget Amendment Needed: No

RESOLUTION #148-2021

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST
FOR THE 2020 ASPHALT STREET REPAIR PROGRAM.

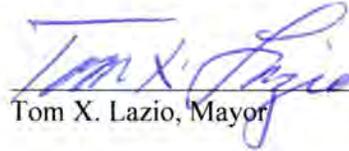
WHEREAS, The City Council of the City of Ottumwa, awarded a contract on June 2, 2020 with Norris Asphalt Paving of Ottumwa, Iowa for the above referenced project; and

WHEREAS, Change Order #1 decreases the contract amount by \$806,496.32. The total new contract sum is \$347,303.13. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The 2020 Asphalt Street Repair Program is hereby accepted as complete and authorization to make final payment to Norris Asphalt Paving of Ottumwa, Iowa in the amount of \$17,365.16 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 20th day of July, 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

SECTION 630
PAY ESTIMATE

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: 2020 Asphalt Program

PAY REQUEST NO. 2
Final

FROM CONTRACTOR: Norris Asphalt Paving Co.

PAY PERIOD: 8-Jul-21

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$1,153,799.45</u>
2. Net change by Change Orders	<u>(\$806,496.32)</u>
3. Contract Sum to Date (Line 1 ± Line 2)	<u>\$347,303.13</u>
4. Total Completed and Stored to Date	<u>\$347,303.13</u>
5. Retainage: 0% of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$347,303.13</u>
7. Less Previous Payments	<u>\$329,937.97</u>
8. Current Payment Due	<u>\$17,365.16</u>

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

CONTRACTOR: Steven J. Leonard
BY: Steven J. Leonard

DATE: 7/12/21
TITLE: Vice President

ENGINEER'S CERTIFICATE FOR PAYMENT

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

ENGINEER: Phil Byrman

AMOUNT CERTIFIED: \$17,365.16
DATE: 07-13-2021

ASPHALT STREET REPAIR PROGRAM 2020- OTTUMWA, IOWA

ITEM	DESCRIPTION	7/8/2021		NORRIS ASPHALT INC		ASBUILT		Richmond Church to Ferry		Ferry		Richmond to Chester		Adella						
		Range	Unit	Quantity	Price	Extension	Qty	Extension	Qty	Extension	Qty	Extension	Qty	Extension	Qty	Extension	Qty	Extension	Qty	Extension
1	2303-0031500-HMA-Base Course (1,000,000ESAL)	100-750	TN	100	\$ 148.00	\$ 14,800.00	17.08	\$ 2,698.64	0	\$ 0	0	\$ 0	17.08	\$ 2,698.64	0	\$ 0	0	\$ 0	0	\$ 0
2	2303-0031500-HMA-Base Course (1,000,000ESAL)	750-500	TN	250	\$ 132.00	\$ 33,000.00	676.09	\$ 89,243.88	149.26	\$ 19,703.76	46,102.17	\$ 6,094,511.56	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
3	2303-0031500-HMA-Base Course (1,000,000ESAL)	500-750	TN	300	\$ 123.50	\$ 37,050.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
4	2303-0031500-HMA-Base Course (1,000,000ESAL)	750-1000	TN	750	\$ 123.50	\$ 92,625.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
5	2303-0031500-HMA-Base Course (1,000,000ESAL)	1000-1500	TN	1000	\$ 118.50	\$ 118,500.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
6	2303-0031500-HMA-Base Course (1,000,000ESAL)	1500-2000	TN	1500	\$ 118.00	\$ 177,000.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
7	2303-0033500-HMA-Surface Course (1,000,000ESAL)	100-250	TN	100	\$ 158.50	\$ 15,850.00	20.72	\$ 3,284.17	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
8	2303-0033500-HMA-Surface Course (1,000,000ESAL)	250-500	TN	250	\$ 132.50	\$ 33,125.00	690.42	\$ 91,480.69	144.88	\$ 19,220.80	43,499.60	\$ 5,761,843.03	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
9	2303-0033500-HMA-Surface Course (1,000,000ESAL)	500-750	TN	300	\$ 126.00	\$ 37,800.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
10	2303-0033500-HMA-Surface Course (1,000,000ESAL)	750-1000	TN	750	\$ 127.00	\$ 95,250.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
11	2303-0033500-HMA-Surface Course (1,000,000ESAL)	1000-1500	TN	1000	\$ 119.00	\$ 119,000.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
12	2303-0033500-HMA-Surface Course (1,000,000ESAL)	1500-2000	TN	1500	\$ 118.50	\$ 177,750.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
13	2099-9999006-Tack Coat Emulsion	500-1500	GAL	500	\$ 3.20	\$ 1,600.00	1100	\$ 4,010.00	150	\$ 480.00	700	\$ 2,240.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
14	2121-2425000-Compacted Granular Shoulders Type B	0-300	TN	50	\$ 16.50	\$ 825.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
15	2303-3403000-Minor Adjustment (if needed)	1	EA	1	\$ 1,000.00	\$ 1,000.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
16	2318-1001210-Full Depth Reclamation (F" Depth)	4000-10000	SY	4000	\$ 6.80	\$ 27,200.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
17	2318-1001210-Full Depth Reclamation (F" Depth)	271-341	TN	271	\$ 185.00	\$ 50,135.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
				BASE BID TOTAL		\$ 1,070,520.40	\$ 190,771.29	\$ 83,093.92	\$ 91,515.61	\$ 6,167.76	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
ALTERNATE BID ITEM																				
18	2212-5070310-HMA Full Depth Patch	0-500	SY	50	\$ 94.00	\$ 4,700.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
19	2212-5070310-PCC Full Depth Patch	0-500	SY	50	\$ 130.00	\$ 6,500.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
20	2214-5145150-HMA Pavement Scarification (0.4" Depth) H-roads	0-500	SY	50	\$ 39.60	\$ 1,980.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
21	2214-5145150-PCC Pavement Scarification (0.4" Depth) H-roads	0-500	SY	50	\$ 40.00	\$ 2,000.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
22	2214-5145150-HMA Pavement Scarification (0.2" Depth) Mainline	0-1000	SY	50	\$ 10.00	\$ 500.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
23	2214-5145150-HMA Pavement Scarification (0.2" Depth) Mainline	1001 & up	SY	1001	\$ 7.63	\$ 7,637.63	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
24	2214-5145150-HMA Pavement Scarification (2.01" - 4" Depth) Mainline	0-1000	SY	50	\$ 18.00	\$ 900.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
25	2214-5145150-HMA Pavement Scarification (2.01" - 4" Depth) Mainline	1001 & up	SY	1001	\$ 12.35	\$ 12,345.35	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
26	2214-5145150-PCC Pavement Scarification (0.2" Depth) Mainline	0-1000	SY	50	\$ 13.00	\$ 650.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
27	2214-5145150-PCC Pavement Scarification (0.2" Depth) Mainline	1001 & up	SY	1001	\$ 12.00	\$ 12,012.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
28	2214-5145150-PCC Pavement Scarification (2.01" - 4" Depth) Mainline	0-1000	SY	50	\$ 23.50	\$ 1,175.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
29	2214-5145150-PCC Pavement Scarification (2.01" - 4" Depth) Mainline	1001 & up	SY	1001	\$ 17.35	\$ 17,267.35	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
30	2511-7209000-Removal of Sidewalk	0-500	SY	50	\$ 12.30	\$ 615.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
31	2511-7209000-Sidewalk, PCC, 4 in	0-500	SY	50	\$ 70.00	\$ 3,500.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
32	2511-7209000-Sidewalk, PCC, 6 in	0-500	SY	50	\$ 87.00	\$ 4,350.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
33	2511-7209000-Sidewalk, PCC, 8 in	0-500	SY	50	\$ 104.00	\$ 5,200.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
34	2512-7220250-Sub and Gutter, PCC 3 R	0-500	LF	50	\$ 47.00	\$ 2,350.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
35	2213-5145000-Removal of Curb and Gutter	0-500	LF	50	\$ 11.50	\$ 575.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
36	2509-8445113-Flagger	1	EA	1	\$ 495.00	\$ 495.00	13	\$ 1,425.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
37	2509-8445115-Pick Car	1	EA	1	\$ 740.00	\$ 740.00	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
				TOTAL		\$ 1,153,790.45	\$ 347,303.13	\$ 173,129.30	\$ 184,181.61	\$ 9,992.12	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
EXTRA WORK ITEMS																				
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CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20, 2021

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

[Signature]
Acting City Administrator Approval

AGENDA TITLE: Resolution #149-2021. Accepting the work as final and complete and approving the Final Pay Request for the 2021 RFP #1 City Hall Light Court Tuckpointing.

 ****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 #149-2021.

DISCUSSION: This project included masonry restoration, re-caulking, cleaning, and sealing of the three exterior light court walls on the east side of City Hall. This Contract consisted of grinding out the existing mortar between the brick and repointing, removing old caulking and re-caulking, then cleaning and applying water repellent to the wall surfaces. This area has been a source of water infiltration creating wall leaks and interior deterioration.

Future additional work included replacement of the missing or broken roof tiles, repair and sealing of windows, replacing copper gutter lining and rubber expansion joints.

The contractor has completed the above referenced work according to the request for proposals. This will release all retainage and authorize approval of final payment.

Bid amount \$73,234.00
Final \$73,234.00

RESOLUTION #149-2021

A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST FOR THE 2021 RFP #1 CITY HALL LIGHT COURT TUCKPOINT AND SEALING PROJECT

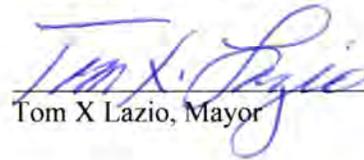
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on March 16, 2021 with E & H Restoration, LLC of Davenport, Iowa for the above referenced project; and

WHEREAS, The project is now completed in accordance with the contract.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The City Hall Light Court Tuckpoint and Sealing Project (2021 RFP #1) is hereby accepted as complete, and authorization to make final payment to E & H Restoration, LLC of Davenport, Iowa in the amount of \$36,292.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 20th day of July, 2021.

CITY OF OTTUMWA, IOWA


Tom X Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



E & H RESTORATION, L.L.C.

Engineers – Contractors

1926 Comenitz Dr.
Davenport, Iowa 52802
Telephone: (563)-322-3335

Sold To: City of Ottumwa
Attention: Larry Seals

Invoice: **21037-011**

Address: 105 E. Third Street
Ottumwa, IA 52501

Date: 9-Jul-21

Location: City Hall Lightcourt Tuckpointing

Our Order #: 21-011

Your Order #: None

Terms: Net 30 Days 1 1/2% p/mo. 18% annual finance
charge all past due accounts

Description	Amount	Total
For work per our agreement dated 3/16/2021		
All labor, equipment, and materials as required.		
Base Bid LS 0.5	\$ 64,024.00	\$32,012.00
Performance and Payment Bond LS 0	\$ 650.00	\$0.00
Chimney Stack LS 0.5	\$ 8,560.00	\$4,280.00
Contract Total \$ 73,234.00		
Previously Billed \$ 36,942.00		
Total Complete \$ 73,234.00 100%		
Amount Left to Bill \$ - 0%		
Total Amount Due		\$ 36,292.00

**Please Reference Invoice Number
On Remittance**

An Equal Opportunity Employer

PAYMENT AUTHORIZATION

FUND	PROGRAM ACTIVITY	OBJECT	AMOUNT
151	4432	6407	\$36,292.00

Larry Seals 7-15-2021
APPROVED BY DATE

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20, 2021

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

[Signature]
Acting City Administrator Approval

AGENDA TITLE: Resolution #150-2021. Approving Payment to Drish Construction for the Completion of an Emergency Force Main Connection.

****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 #150-2021.

DISCUSSION: During construction of Phase V of the Sewer Separation Project a new 16" force main was installed between the Richmond Pump Station and a trunk sewer at the intersection of Milner St. and Finley Ave.

Neither end was connected at that time because the existing 12" force main was evaluated and deemed to be in satisfactory condition. It was anticipated that the new 16" main would be connected when additional capacity was needed at the Richmond Pump Station.

Additional capacity at the pump station is still not needed, but during reconstruction of Milner Street two holes were found in the 12" line. Neither was apparent before the pavement was removed. After discovery of these two defects, it was determined that the 16" force main should be connected to the gravity sewer under Finley before new pavement was installed. This left only a short window of time to perform the work. So, in order to not impact the paving schedule, Drish Construction was directed to immediately begin construction. Approximately 40 LF of 16" Certalok pipe, one 12' deep manhole and 10 LF of 24" gravity sewer was installed. We are in the process of requesting proposals for design of the pressure line connection at the Richmond Avenue Pump Station.

The final cost of the work was \$28,396.00.

Source of Funds: Sewer Fund

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION 150-2021
A RESOLUTION APPROVING PAYMENT TO DRISH CONSTRUCTION FOR THE
COMPLETION OF AN EMERGENCY FORCE MAIN CONNECTION

WHEREAS, defects were discovered in the existing force main from the Richmond Pump Station to the Finley Box Sewer; and

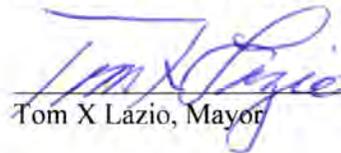
WHEREAS, concurrent construction on Milner Street and Finley Ave necessitated an accelerated installation timeline; and

WHEREAS, work has been inspected by the Engineering Department.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned project has been completed and payment to Drish Construction in the amount of \$28,396.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 20th day of July, 2021.

CITY OF OTTUMWA, IOWA



Tom X Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 20, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

AMelden
Acting City Administrator Approval

AGENDA TITLE: Resolution No. 154-2021: A RESOLUTION ACCEPTING PARTIAL FUNDING FOR A HISTORIC RESOURCE DEVELOPMENT PROGRAM GRANT TO DEVELOP A HISTORIC STRUCTURE REPORT FOR 131 E MAIN STREET AND AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO COMPLETE THE PROJECT

Public hearing required if this box is checked.

RECOMMENDATION: Approve and Pass Resolution No. 154-2021

DISCUSSION: The State Historical Society of Iowa approved partial funding for the HRDP grant for a historic structure report for the First National Bank building at 131 E Main. The grant award is for \$7,350. The total cost of the project is \$18,400. Staff recommends funding the remainder of the project with budgeted grant match funds. The historic structure report will be used prepare a development agreement with a future developer for the property

Source of Funds: 151-432

Budgeted Item: Budget Amendment Needed:

protects the City's interest in having the property undergo a historic rehabilitation. The report will also empower the developer to identify priorities and opportunities to ensure the best rehabilitation.

RESOLUTION NO. 154-2021

A RESOLUTION ACCCEPTING PARTIAL FUDNING FOR A HISTORIC RESOURCE DEVELOPMENT PROGRAM GRANT TO DEVELOP A HISTORIC STRUCTURE REPORT FOR 131 E MAIN STREET AND AUTHORIZING THE COMMUNITY DEVELOPMENT DIRECTOR TO COMPLETE THE PROJECT

WHEREAS, the State Historical Society of Iowa has approved Historic Resource Development Program grant funds in an amount up to \$7,350 to develop a historic structure report for the city-owned historic property at 131 E Main Street; and

WHEREAS, this award partially funds the total grant request of \$12,250; and

WHEREAS, RDG Planning & Design was selected through a request for qualifications to complete the historic structure report; and

WHEREAS, the total cost for this project is estimated at \$18,400; and

WHEREAS, the City budgeted Planning Department funds for grant match; and

WHEREAS, any proceeds from the sale of this property should reimburse grant matching funds; and

WHEREAS, a Historic Structure Report will guide the City in creating a development agreement with a property developer that ensures a historic rehabilitation of the property; and

WHEREAS, a Historic Property Report provides the necessary information to empower a property developer to budget for, finance and complete a historic rehabilitation; and

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

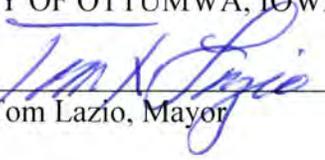
1. The Historic Resource Development Program grant award is hereby approved.
2. That the Community Development Director is authorized to sign and accept the grant.
3. That project funding is authorized as follows:

HRDP Grant:	\$7,350
Planning Dept. Grant Match	<u>\$11,050</u>
Total	<u>\$18,400</u>

4. That the Community Development Director is further authorized to close out the grant when completed in accordance with the grant agreement documents.

Approved, passed and adopted this 20th of July 2021.

CITY OF OTTUMWA, IOWA

BY 
Tom Lazio, Mayor

ATTEST:


Chris Reinhard, City Clerk



IOWA DEPARTMENT OF CULTURAL AFFAIRS

IOWA ARTS COUNCIL PRODUCE IOWA STATE HISTORICAL SOCIETY OF IOWA

Grant Program: Historical Resource Development Program - Historic Preservation
Fiscal Year: 2022
Grantee Name: City of Ottumwa
Primary Contact: Bradley Grefe
Project Title: First National Bank Historic Structure Report
Project Dates: July 1, 2021 – November 30, 2023
Final Report Due: December 31, 2023
Grant Award: \$7,350 - Partial

Dear Bradley,

Thank you for applying to the State Historical Society of Iowa, a Division of the Iowa Department of Cultural Affairs, for support of your historical resource development project. **While we are not able to fully fund your project, we are able to offer you \$7,350 out of the \$12,250 that you requested.**

You have the option to accept this award or to decline it. If you accept the grant, please submit a revised scope of work and budget for your project via e-mail to kristen.vandermolen@iowa.gov. You may only include elements included in the original grant proposal that are eligible for funding or as match. Please submit your revisions or a letter of non-acceptance by **July 31, 2021**.

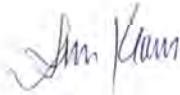
If you accept the grant, your contract will be prepared in August 2021. **Do not begin your project until you receive a fully signed contract. Historic preservation category projects also must have a kick-off conference call before work begins.** If you do not receive your contract by August 31st, please contact Kristen Vander Molen.

Thank you for seeking support from the State Historical Society of Iowa and for your contribution to preserving Iowa's historical resources. We applaud your accomplishment and wish you every success with your project.

Sincerely,



Chris Kramer, Director
Iowa Department of Cultural Affairs



Susan Kloewer, Administrator
State Historical Society of Iowa

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 20, 2021

Finance
Department

Kala Mulder
Prepared By
Kala Mulder
Department Head



City Administrator Approval

AGENDA TITLE: Resolution Number 155-2021 Authorizing the transfer of \$25,793.59 from the Wildwood Highway 34 Urban Renewal Area Fund to the General Fund for a partial repayment of monies advanced.

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. 155-2021

DISCUSSION: The transfer of funds is a partial repayment of monies advanced to the WW Hwy34 URA Fund.

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 155-2021

A RESOLUTION AUTHORIZING THE TRANSFER OF \$25,793.59 FROM THE WILDWOOD HIGHWAY 34 URBAN RENEWAL AREA FUND TO THE GENERAL FUND FOR A PARTIAL REPAYMENT OF MONIES ADVANCED.

WHEREAS, The General Fund advanced the Wildwood Highway 34 Urban Renewal Area fund monies to assist with the initial bond payment of the fund and

WHEREAS, there are funds available to repay a portion of the advance.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA THAT: the Finance Director transfer \$25,793.59 from the Wildwood Highway 34 Urban Renewal Area Fund to the General Fund for a partial repayment of monies advanced.

APPROVED, PASSED, AND ADOPTED this 20th day of July 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20, 2021

Engineering Department
Department

Larry Seals
Prepared By
Larry Seals
Department Head

Muelin
Acting City Administrator Approval

AGENDA TITLE: Resolution #156-2021. Approval of Transportation Safety Improvement Program (TSIP) Grant Application for Improvements of the Albia Road/Quincy Intersection by installation of a Roundabout within the City of Ottumwa and authorize the Mayor to sign.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution #156-2021.

DISCUSSION: The City staff has been reviewing options for improving traffic safety at select intersections. The process includes reviewing traffic volumes, accident history and future maintenance needs. Staff identified Transportation Safety Improvement Program (TSIP) as a possible funding for these improvements.

Shive-Hattery will present an updated educational presentation at the Council Meeting held on July 20th listing the all key safety features that roundabouts provide. An overview will be given of the success of the recently installed roundabouts.

Currently we are reviewing upgrading to new controller and detection system along with needed pavement improvements. We have estimated that to replace the failed pavement on Albia Road with full depth PCC would cost \$483,000. This would include new loops. Switching to radar detection control units cost about \$24,000.

Key points:

- Each intersection is a standalone project with a max cap of \$500,000. Traffic Safety Improvement Program - Also known as "TSIP," "Traffic Safety Funds," "TSF"
- Albia and Quincy Avenue - estimated at \$520,000 -TSF \$500,000
- Current System needs include upgraded controller and detection system. Pavement improvement estimated at \$483,000 for Albia Road.

The Applications for Traffic Safety Funds through the Iowa Department of Transportation include the intersection Albia Road and Quincy Intersection.

The proposed intersection improvements include construction of a 115' roundabout which will serve as a traffic calming measure. Splitter islands will be installed to reduce the intersection speeds and notify motorists of the intersection. Improvements will also provide for accommodations for pedestrians and bicyclists and will aid in providing acceptable gaps. The proposed improvements are expected to result in safer intersections and reduce the number of injury crashes per year.

RESOLUTION #156-2021

A RESOLUTION APPROVING THE TRANSPORTATION SAFETY IMPROVEMENT PROGRAM (TSIP) APPLICATION FOR INSTALLATION OF A ROUNDABOUT AT THE INTERSECTION OF ALBIA ROAD AND QUINCY AVENUE IN THE CITY OF OTTUMWA

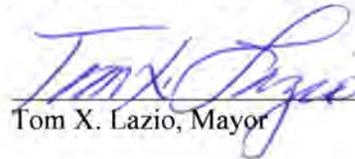
- WHEREAS, The City of Ottumwa entered a Professional Services Agreement with Shive Hattery Architecture and Engineering out of Cedar Rapids, Iowa, on January 20, 2021, to provide assistance development of Transportation Safety Improvement Program grant for installation of a roundabout within the City of Ottumwa; and,
- WHEREAS, Shive Hattery presented Roundabout Education in correlation to how this will affect the City of Ottumwa on July, 2021; and,
- WHEREAS, They have prepared the necessary TSIP Application for a roundabout at Albia Road and Quincy Avenue within the City of Ottumwa for approval; and,
- WHEREAS, this resolution specifies the installation of roundabout at the intersection of Albia Road and Quincy Avenue; and,
- WHEREAS, the improvements proposed to be installed will help reduce crashes and improve traffic operations within the City of Ottumwa.

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

1. The Transportation Safety Improvement Program (TSIP) Application for the intersection of Albia Road and Quincy Avenue is hereby approved.
2. The City Council hereby commits the additional City funds necessary for construction of the project beyond any TSIP funding, and;
3. The City Council hereby commits to accepting and maintaining these improvements.

APPROVED, PASSED, AND ADOPTED, this 20th day of July 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



SHIVEHATTERY
ARCHITECTURE • ENGINEERING

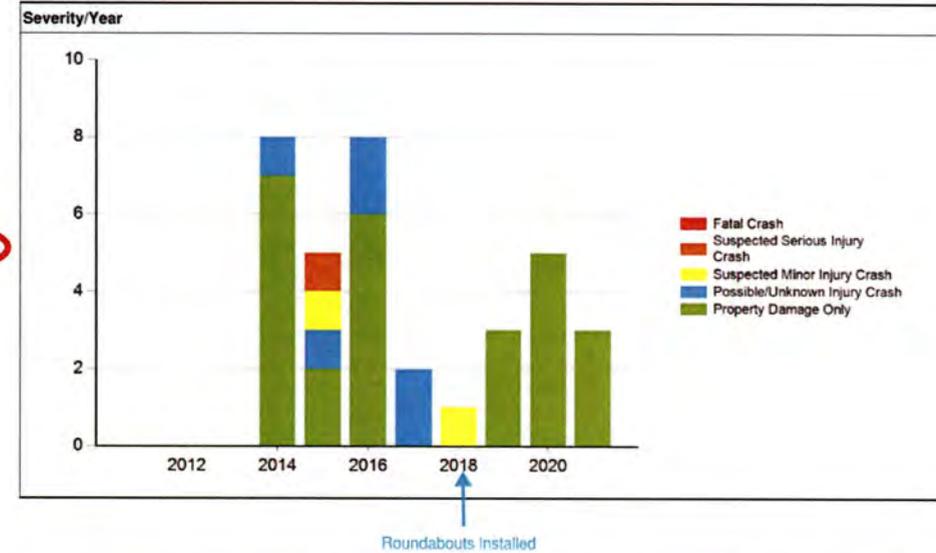
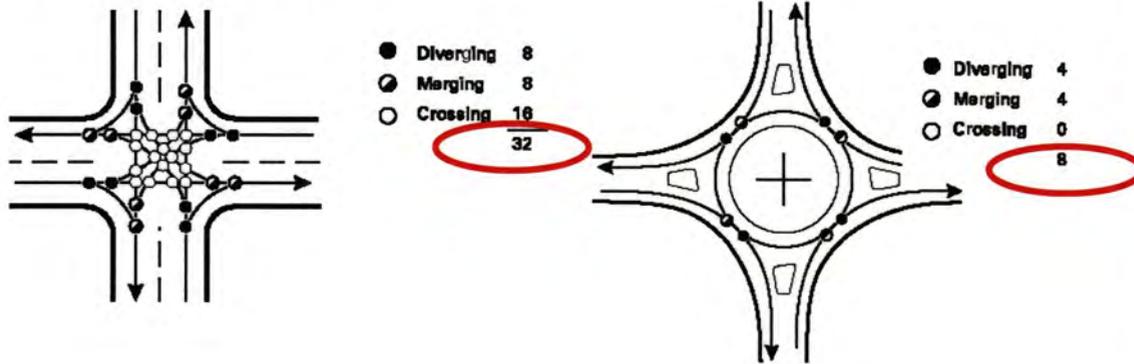
ALBIA ROAD AND N. QUINCY AVENUE
INTERSECTION IMPROVEMENTS
OTTUMWA, IOWA
02/05/2021

ROUNDAABOUT OPTIONS

SCALE
1" = 40'

EXHIBIT: H

Intersection Conflict Points



Capacity

Single Lane Roundabout – up to 25,000 entering ADT

	Quincy Avenue	Albia Road	ADT
2010	8,000	9,600	17,600
2021	9,100	10,400	19,500



CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20, 2021

Engineering Department
Department

Phillip Burgmeier
Prepared By

Larry Seals *Larry Seals*
Department Head

Ammeder

Acting City Administrator Approval

AGENDA TITLE: Resolution #157-2021. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2021 RFP #7 Gray Eagle Trail Curb.

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 #157-2021.

DISCUSSION: TK Concrete of Pella, Iowa was awarded the contract on May 4, 2021 in the amount of \$23,780.00.

Change Order #1 increased the contract amount by \$217.50 for quantity adjustments. The new contract amount is \$23,997.50.

The contractor has completed the above referenced work according to the request for proposals. This will authorize approval of Change Order #1, release all retainage, and final payment.

Original Contract Amount	\$ 23,780.00
Change Order #1	\$ 217.50
New Contract Sum	\$ 23,997.50
Less Previous Payments	\$ 22,591.00
Final Amount Due	\$ 1,406.50

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #157-2021
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST
FOR THE 2021 RFP #7 GRAY EAGLE TRAIL CURB

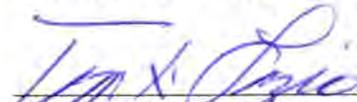
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on May 4, 2021 with TK Concrete of Pella, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$217.50. The total new contract sum is \$23,997.50. The project is now completed in accordance with the contract.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved. The Gray Eagle Trail Curb (RFP #7-2021) is hereby accepted as complete, and authorization to make final payment to TK Concrete of Pella, Iowa in the amount of \$1406.50 is hereby approved.

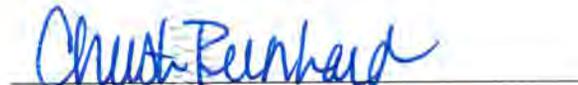
APPROVED, PASSED, AND ADOPTED, this 20th day of July, 2021.

CITY OF OTTUMWA, IOWA



Thomas X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: RFP #7-Gray Eagle Trail Curb

PAY REQUEST NO. 2

Final

FROM CONTRACTOR: TK Concrete

PAY PERIOD: 15-Jul-21

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$23,780.00
2. Net change by Change Orders	\$217.50
3. Contract Sum to Date (Line 1+ Line 2)	\$23,997.50
4. Total Completed and Stored to Date	\$23,997.50
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$23,997.50
7. Less Previous Payments	\$22,591.00
8. Current Payment Due	\$1,406.50

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: TK Concrete, Inc.

DATE: 7/15/21

BY: [Signature]

TITLE: PM

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]
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$1,406.50

DATE: 07-15-2021

Section 640
CHANGE ORDER

Project: RFP #7-Gray Eagle Trail Curb

To Contractor: TK Concrete

Change Order Number: 1

The Contract is changed as follows:

Add 3 LF of curb

DATE

\$0.00

\$217.50

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Total: \$217.50

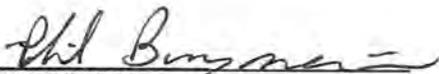
Base bid amount \$23,780.00

NEW PROJECT TOTAL \$23,997.50

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$23,780.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$23,780.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$217.50</u>
The new Contract Sum including this change order	<u>\$23,997.50</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.


ENGINEER/
DIRECTOR OF PUBLIC WORKS

07-15-2021
DATE

TK Concrete
CONTRACTOR

BY

7/15/21
DATE
PM
TITLE

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20, 2021

Engineering
Department

Larry Seals
Prepared By
Larry Seals

Department Head

M. Meden

Acting City Administrator Approval

AGENDA TITLE: Ordinance No. 3184-2021. Amending Chapter 31 ½ of the City Code of the City of Ottumwa, Iowa to allow privately owned or leased trash dumpsters or receptacles in city parking lots to add a new Section 31 ½ - 45.

****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: July 6, 2021 – Pass and Adopt Third Reading.

DISCUSSION: There is a desire to improve the overall appearance of the downtown business areas and improve traffic flows by developing a process to allow privately owned or leased dumpsters to be placed on public owned parking lot property. Currently there are dumpsters placed behind or adjacent to businesses that are unsightly and create obstacles in both parking areas and travel lanes. We would work with local businesses owners to permit areas that serve multiple business in a centralized area. This is the same concept we used in both the Canteen Alley and Jefferson Street Parking Lot.

By authorizing and permitting public property locations including requiring minimum screening requirements we could address both issues simultaneously. The slide show presented on June 15, 2021 included several enclosures currently in use and outlines what other communities have adopted.

Permitting process and fee structures would be developed and included in a resolution if the ordinance is adopted. Currently we have modeled our process on Cedar Falls which includes a \$300 dollar annual fee.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

ORDINANCE NO. 3184-2021

AN ORDINANCE AMENDING CHAPTER 31 ½ OF THE CITY CODE TO ALLOW PRIVATELY OWNED OR LEASED TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS

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

Section 1. The Code of Ordinances of the City of Ottumwa, Iowa, is hereby amended by adopting the following new Section 31 ½ - 45:

Sec. 31 ½ - 45. – Privately owned or leased trash dumpsters or receptacles in city parking lots.

(a) Any person who desires to place a privately owned or leased trash dumpster or receptacle upon a space in a municipally owned or leased off-street parking lot within the city shall first file an application for a permit with the city clerk, and shall pay an annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall be submitted by such person, and shall show the size of the trash dumpster or receptacle, and the location of the proposed placement of the trash dumpster or receptacle within the municipal parking lot.

(b) Issuance of an annual permit for a private trash dumpster or receptacle by the city clerk shall be subject to approval of the city director of public works. A permit issued under this section shall be issued for a period of one year, and may be renewed by the permit holder upon filing of an application for renewal of the permit before its expiration, and by payment of the required annual fee. The application for renewal shall state whether or not any of the terms of the original application or permit is proposed to be revised, and if so, the particulars of the proposed revisions.

(c) The city shall designate certain spaces or areas, within various municipally owned or leased off-street parking lots within the city, upon which such trash dumpsters or receptacles may be placed. Such designation shall include appropriate painting on the parking lot surface and/or appropriate signage, delineating the area and use for such space. The city may limit the number and size of such spaces or areas within a particular lot or lots in the city, and the number of permits issued under this section, and may completely exclude provision for any such spaces or areas within a particular lot or lots, in its sole discretion, if deemed necessary to maintain adequate access, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the municipal parking lot or the surrounding area, to preserve space for vehicular parking, or for any other valid public purpose or purposes.

(d) The director of public works or designee shall order the immediate removal of any trash receptacle or dumpster owned or leased by a permit holder, in the event that the permit for such trash dumpster or receptacle has expired, or the annual fee has not been paid to the city, or in the event such trash dumpster or receptacle is causing a hazard to public safety, health, or welfare, or is causing damage to public property, including damage to the surface or curbing of the parking lot or of any publicly-owned fixtures located thereon, or is in any other manner interfering with proper maintenance of the parking lot, including removal of ice and snow from the municipal lot or other adjacent public property. If any such trash receptacle or dumpster is in an unsightly condition, the director of public works or designee may, in his or her discretion, require the permit holder to erect or construct an enclosure to screen such unsightly trash receptacle or dumpster from public view.

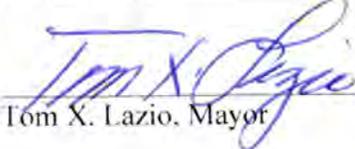
(e) The city shall have no responsibility regarding the depositing of trash within any privately owned or leased trash dumpster or receptacle which is placed on a municipal lot as provided in this section, shall have no responsibility for removal of the trash from such dumpster or receptacle (unless the permit holder has made arrangements for removal of such trash by the city as provided in this article), and shall have no responsibility for determining any arrangements for rental, use, maintenance, repair, or replacement of such dumpster or receptacle, all of which shall be the responsibility of either the permit holder or the private firm responsible for removal of the trash therefrom.

(f) Any person who places, or causes to be placed, a privately owned or leased trash dumpster or receptacle in or upon any municipally leased or owned off-street parking lot within the city in any way contrary to the provisions of this section shall be deemed to have committed a municipal infraction, and shall be subject to a civil penalty.

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 20 day of July, 2021.


Tom X. Lazio, Mayor

ATTEST:


Chris Reinhard

Chris Reinhard, City Clerk

Read First Time: June 15, 2021

Read Second Time: July 6, 2021

Read Third Time: July 20, 2021

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 20 day of July, 2021 and was published in the Ottumwa Courier, a newspaper of general circulation in the said City of Ottumwa on the _____ day of _____, 2021.

Chris Reinhard

Chris Reinhard, City Clerk

SURVEY OF SISTER CITIES
REGARDING ALLEYWAY
DUMPSTERS

June 10, 2021

Scenario: Allowing private business in the downtown area to place dumpsters out of the alleyway and into an adjoining City Parking Lot.						
Cities Contracted	Zoning Ordinance for new businesses requires dumpster enclosures on private property	Permits Required for existing business allowing dumpsters in alleyway	Instances of private business using city property, other than alleyways, for dumpster use	Issuance of Easement	City Contact	
Burlington	Yes	No	Yes. Once. Business paid for enclosure and monthly lease of discounted parking rate through formal agreement	No. Formal Agreement	Larry Caston Building Inspector	
Clinton	Yes	No	Yes. Current situation under construction. Undetermined who pays for enclosure. Will include formal agreement and/or lease.	Easement Likely	Lisa Frederick City Clerk	
Fort Dodge	Yes	No	None	N/A	Jeff Nemmers City Clerk	
Marshalltown	Yes	No	Yes. Current situation rebuilding parking lot. City will pay for new enclosure.	No. Formal Agreement TBD	Justin Nickel City Engineer	
Mason City	Yes	Yes. One time Encroachment permit issued upon submission of COI. No fee.	None	N/A	Steven Van Steenhuyse Development Director	
Cedar Falls	Yes	No	Yes Business pays for enclosures	No annual permit \$300	Jackie Danielsen	

City of Ottumwa
105 3rd St.
Ottumwa, IA 52501
641-683-0620

Application for Dumpster License

Date:	Business Name:
Address:	
Phone:	
Responsible Party:	
Address:	
Number & Location of Dumpsters:	
Attach Diagram:	
Private Dumpster Provider: Address: Phone:	

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: July 20, 2021

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals

Department Head

[Signature]

Acting City Administrator Approval

AGENDA TITLE: Ordinance No. 3185-2021. Amending Section 32-73 of the City Code of the City of Ottumwa, Iowa for the purpose of addressing adjacent property owner liability for sidewalks.

****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: July 6, 2021 – Pass and Adopt Third Reading.

DISCUSSION: Our current ordinance needs updated to align with the recent Iowa Supreme Court Opinion outlining responsibilities for maintenance of private sidewalks located in public rights of ways that are defective. This ordinance also establishes a timeline for repairs to occur and if necessary the authorization to assess itemized repair cost to the abutting property owner as taxes for payment.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

ORDINANCE NO. 3185-2021

AN ORDINANCE AMENDING SECTION 32-73 OF THE
OTTUMWA CITY CODE FOR THE PURPOSE OF
ADDRESSING ADJACENT PROPERTY OWNER LIABILITY
FOR SIDEWALKS

WHEREAS, the Ottumwa City Code requires adjacent property owners to maintain sidewalks within the City; and

WHEREAS, the City Code does not currently address adjacent property owner liability for their failure to appropriately maintain sidewalks; and

WHEREAS, it is necessary to amend the City Code to address this matter.

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

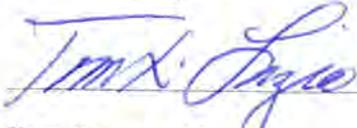
Section 1. Section 32-73, Repairing defective sidewalks, of the City Code is hereby repealed and replaced as follows:

It shall be the duty of the abutting property owner at any time, or upon receipt of 60 days' notice from the city, to repair, replace or reconstruct all broken or defective sidewalks in the street right-of-way abutting his property. If, after the expiration of 60 days as provided in the notice, the required work has not been done or is not in the process of completion, the director of public works shall proceed to repair, replace, or reconstruct the sidewalk. Upon completion of the work, the director of public works shall submit to the council an itemized and verified statement of expenditures for material and labor, and the legal description of the property abutting the sidewalk on which said work has been performed. These costs shall be assessed to the property as taxes. The abutting property owner may be liable for damages caused by failures to maintain the sidewalk.

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 20 day of July, 2021.



Tom X. Lazio, Mayor

ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk

Read First Time: June 15, 2021

Read Second Time: July 6, 2021

Read Third Time: July 20, 2021

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 20 day of July, 2021 and was published in the Ottumwa Courier, a newspaper of general circulation in the said City of Ottumwa on the _____ day of _____, 2021.

Chris Reinhard
Chris Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

15 MAY 2021

**** ACTION ITEM ****

Council Meeting of : Jul 20, 2021

Administration
Department

Barbara Codjoe

Prepared By

Barbara Codjoe

Department Head

Armedek
Acting City Administrator Approval

AGENDA TITLE: Ordinance No. 3186-2021 - Adopt and update current City Code Sec. 2-270 using Ordinance 3186-2021.

Public hearing required if this box is checked.

RECOMMENDATION: Pass the second Consideration of Ordinance No. 3186-2021.

DISCUSSION: Update current City Code Sec. 2-270 #7

Current code shows as "Perform such other duties as required by law, the city council and the mayor".

Under advisement from our lawyer, we will change this to "Perform such other duties as required by law, his/her/their supervisor, in addition to the city council and the mayor".

This aligns with the updated job description for the City Clerk.

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

ORDINANCE 3186-2021

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF OTTUMWA,
IOWA BY REPEALING SECTION 2-270 AND ENACTING A SUBSTITUTE IN LIEU
THEREOF

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

The Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) is hereby amended by repealing Section 2-270 and enacting the following in lieu thereof:

Sec. 2-270. - Duties and responsibilities of city clerk.

The city clerk shall:

- (1) Be the recording and recordkeeping officer of the city and in such capacity shall take and preserve the minutes of all official meetings of the city council and such other sub-bodies of the city as required by the mayor or the city council;
- (2) Preserve all city records and documents entrusted to his care including any accurate reproduction, which documents and records shall be kept for a period of at least five years, except that ordinances, resolutions, council proceedings and records and documents relating to real property transactions or bond issues shall be maintained permanently;
- (3) Cause the minutes of any regular or special meeting of the city council including the total expenditures from each city fund to be published in the Ottumwa Courier and also cause the posting and/or publishing of all other notices as required by law or the city;
- (4) Receive applications for and issue such permits and licenses as required or authorized by law and/or the city council and collect such fees as enacted for the same, and to institute and initial such action or assert in the same, to enforce such permits and licenses;
- (5) Receive such petitions of the citizens as filed with the city;
- (6) Preserve and affix the city seal as required by law and attest to all documents and contracts executed upon the behalf of the city where required by law or by provisions of the documents or contracts or the parties executing the same;
- (7) Perform such other duties as required by law, his or her immediate supervisor, in addition to the city council and the mayor;
- (8) Supervise the office of the city clerk.

Passed on its first consideration on the 6 day of July, 2021.

Passed on its second consideration on the 20 day of July, 2021.

Final passage and adoption the ____ day of _____, 2021.

CITY OF OTTUMWA

Tom X. Lazio, Mayor

____ No action taken by Mayor.

____ Vetoed this ____ day of _____, 2021.

By: _____
Tom X. Lazio, Mayor

____ Repassed and adopted over the veto the ____ day of _____, 2021.

____ Veto affirmed this ____ day of _____, 2021.

____ Veto affirmed, no timely vote taken to repass over veto.

ATTEST:

By: _____
Christina Reinhard, City Clerk