



[CITY OF]

OTTUMWA

TENATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 13
Council Chambers, City Hall

May 16, 2023
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Galloway, McAntire, Hull, Pope, Roe and Mayor Johnson.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 11 on May 2, 2023 and Special Meeting No. 12 on May 9, 2023 as presented.
2. Historic Preservation Month Proclamation.
3. Foster Care Month Proclamation.
4. Resolution No. 67-2023, approving contract, bonds and certificate of insurance for the Green Street Sewer Improvements Project – Group A.
5. Resolution No. 80-2023, approving contract, bonds and certificate of insurance for the Ottumwa Campground Parking Lot & RV Dump Station Project.
6. Resolution No. 84-2023, approving the lease agreement between the City of Ottumwa and the Ottumwa Saddle Club
7. Resolution No. 89-2023, fixing date for a public hearing on disposition of City owned property located at 1531 Mable Street.
8. Resolution No. 91-2023, approving a three-year lease agreement with the Ottumwa Community School District for the use of the Beach Ottumwa facilities.
9. Beer and/or liquor applications for: Applebee's, 1303 Vaughn Drive; all applications pending final inspections.

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing to adopt Amendment No. 3 to *Our Ottumwa 2040* Comprehensive Plan and providing Plan Updates.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 87-2023, adopting Amendment No. 3 to Our Ottumwa 2040 Comprehensive Plan and providing Plan Updates.

RECOMMENDATION: Pass and adopt Resolution No. 87-2023.

2. This is the time, place and date set for a public hearing on proposed Ordinance No. 3212-2023, an ordinance establishing solid waste fees for noncommercial establishments by repealing and replacing Section 31 ½ - 35 of the Municipal Code of the City of Ottumwa.

A. Open the public hearing.

B. Close the public hearing.

- C. Ordinance No. 3212-2023, establishing solid waste fees for noncommercial establishments by repealing and replacing Section 31 ½ - 35 of the Municipal Code of the City of Ottumwa.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3212-2023.

G. ORDINANCES:

1. Ordinance No. 3213-2023, amending the Code of Ordinances by changing the zoning classification of property known as 526 E. Second from R-4 to C-2 in the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass the second consideration of Ordinance No. 3213-2023.

2. Ordinance No. 3214-2023, amending the Code of Ordinances by changing the zoning classification of property known as 1508 Albia Road from C-1 to C-2 in the City of Ottumwa, Wapello County, Iowa.

RECOMMENDATION: Pass the second consideration of Ordinance No. 3214-2023.

H. DEPARTMENTAL, BOARD, OR COMMISSION RECOMMENDATIONS/REPORTS:

1. Approve grant application to the Bureau of Justice Assistance to participate in the 2023 Bulletproof Vest Partnership Program, and authorize the Mayor or Chief of Police to sign any related documents as may be required.

RECOMMENDATION: Approve submission of the grant application and authorize the Mayor or Chief of Police to sign and related documents as may be required.

2. Authorizing the Finance Director to solicit Request for Proposals regarding general audit services.

RECOMMENDATION: Approve the Finance Director to proceed with issuing RFP's related to audit services for the City of Ottumwa.

I. RESOLUTIONS:

1. Resolution No. 69-2023, approving Change Orders No. 1 through No. 4 and accepting the work as final and complete for the replacement of the City's Phone System through Marco Technologies, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 69-2023.

2. Resolution No. 81-2023, approving Change Order No. 3 and accepting the work as final and complete and approving the final pay request for the Milner Street Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 81-2023.

3. Resolution No. 82-2023, approving an Amendment to the Design Contract between the City of Ottumwa and Willett Hofmann & Associates for the City Hall Improvements Project.

RECOMMENDATION: Pass and adopt Resolution No. 82-2023.

4. Resolution No. 83-2023, approving submission of an application for the Iowa Airport Capital Improvement Program (ACIP) and Certifying Eligibility Requirements for the fiscal years 2024-2028.

RECOMMENDATION: Pass and adopt Resolution No. 83-2023.

5. Resolution No. 85-2023, setting the fee for annual permits for trash enclosures in City parking lots.

RECOMMENDATION: Pass and adopt Resolution No. 85-2023.

6. Resolution No. 88-2023, approving and authorizing execution of a Consent to Assignment of an Agreement for Private Development from Asbury Manager, LLC to Asbury Heights, LLC.

RECOMMENDATION: Pass and adopt Resolution No. 88-2023.

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. MAYOR/CITY COUNCIL REPORT AND/OR 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: 5/12/23 TIME: 10:15 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #13 to be held on
5/16/2023 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 3134
DEPT. ID 4717
PGS. 4
TX INCOMPLETE -----
TRANSACTION OK 916606271885
916416823269
ERROR 916416847834
916416828482

KTVO
Ottumwa Waterworks
Ottumwa Courier
Tom FM



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JOB NO.	3134	
DEPT. ID	4717	
ST. TIME	05/12 10:11	
SHEETS	4	
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TX INCOMPLETE	-----	
TRANSACTION OK	916606271885	KTVO
	916416823269	Ottumwa Waterworks
ERROR	916416847834	Ottumwa Courier
	916416828482	Tom FM



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MEMO: Tentative Agenda for the Regular City Council Meeting #13 to be held on 5/16/2023 at 5:30 P.M.

REGULAR MEETING NO. 11
Council Chambers, City Hall

May 2, 2023
5:30 O'Clock P.M.

The meeting was called to order at 5:31 P.M.

Present were Council Member Pope, Roe, Galloway, McAntire, Hull and Mayor Johnson.

Roe moved, seconded by Galloway to remove Item B-5 from the Consent Agenda and add to regular agenda as Item H-2. All ayes.

Galloway moved, seconded by McAntire to approve consent agenda items without inclusion of Item B-5: Mins. from Regular Mtg. No. 10 on April 18, 2023 as presented; Ack. Feb. fin. rpt. and pymt. of bills as submitted by Finance Dept.; Proclamation of Arbor Day on April 28, 2023; Canvasser & Solicitors Application for American Legion Aux. poppy week for veterans on 5/22-5/29/2023; Res. No. 68-2023, approving contract, bonds and cert. of ins. for Green St. Sewer Improv. Project – Group B; Res. No. 72-2023, fixing date for public hearing on Ord. No. 3212-2023 – an ord. est. solid waste fees for noncommercial establishments by repealing and replacing Sec. 31 ½ - 35 of Muni Code of the City of Ottumwa; Res. No. 73-2023, auth. renewal & admin. services agt. with Wellmark Blue Cross & Blue Shield, Avesis, a Guardian Comp. and Symetra Life Ins. Comp. for July 1, 2023 through June 30, 2024; Res. No. 74-2023, fixing date for public hearing on Amend. No. 3 to *Our Ottumwa 2040* Comp. Plan, amending Zoning Compatibility Matrix; Res. No. 78-2023, approving Amend. A to Aviation Fuel Supply Agt. between AVFUEL Corp. and City of Ottumwa; Beer and/or liquor applications for: Parkview Plaza (Hotel Ottumwa), 107 E. Second; and temp. OSA for following dates: 6/9, 7/7, 7/14, 7/21, 7/28/2023; Front Runners with OSA, 837 Church; Fraternal Order of Eagles Ottumwa Aerie #114, 109 S. Green; American Legion OB Nelson #3, 550 W. Main; Champion Bowl, 2601 Roemer Ave.; Owl's Nest, LLC, 116 S. Court; Ottumwa Elks Lodge 347, temp. OSA 6/20-6/25/2023 at Jimmy Jones Shelter; Red's Pub, temp. OSA on 7/8/2023; all applications pending final inspections. All ayes.

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

Megan Logan, Wapello Co. Children's Alliance, discussed Community Hero Award being awarded to Lt. Bell for his diligence in creating safe spaces for children and advocating the needs of children in our community.

Rath introduced Alex Barr with Anderson Larkin to provide FY2022 Audit Report. Full report is available on City website.

Mayor Johnson inquired if anyone from the audience wished to address an item on the agenda. Dennis Willhoit, Gail Roberts and Tina Jaegers all requested to speak on Item B-5 that was moved to H-2; Josh Kirby of Kirby Wrecker Service, LLC, requested to speak on Item F-2.

This was the time, place and date set for a public hearing on proposed Ord. No. 3213-2023, amending Muni Code of City of Ottumwa by changing zoning classification of 526 E. Second from R-4 to C-2. Comm. Dev. Dir. Simonson reported Ottumwa Comm. School Dist. seeks to rezone this property in order to complete an athletics complex. The parcel is currently used as a parking lot. The parking use is existing non-conforming and not typically a permitted use in the current R-4 district. The change of use would alleviate the existing non-conforming issue and allow for the athletics complex use. P&Z Comm. approved this unanimously on 5/1/2023. Landon Allen, Dir. of Tech. and Mike McGrory, Superintendent

at OCSD, were available for questions. No objections rec'd. Pope moved, seconded by McAntire to close the public hearing. All ayes.

Roe moved, seconded by McAntire to pass first consideration of Ord. No. 3213-2023, amending Muni Code of City of Ottumwa by changing zoning classification of 526 E. Second from R-4 to C-2. All ayes.

This was the time, place and date set for a public hearing on proposed Ord. No. 3214-2023, amending Muni Code of City of Ottumwa by changing zoning classification of 1508 Albia Rd. from C-1 to C-2. Simonson reported Josh Kirby seeks to rezone in order to operate an impound lot. The zoning change would permit Short Term Vehicle Storage as a permitted use. Short Term Vehicle Storage allows for parking operating and non-operating vehicles on hard surface parking for up to 30 days. Josh Kirby explained, services in Ottumwa have become demanding so it made sense to expand and create an Ottumwa location. Goals to improve the property include new privacy fencing. Currently, the area can accommodate 60-70 vehicles. Vehicles are on a 20-30 day rotation; once time expires, vehicles are moved out of town. This area is surrounded by residential properties that were notified of this rezoning. No objections rec'd. Roe moved, seconded by Hull to close the public hearing. All ayes.

Pope moved, seconded by Hull to pass first consideration of Ord. No. 3214-2023, amending Muni Code of City of Ottumwa by changing zoning classification of 1508 Albia Rd. from C-1 to C-2. Motion carried 3-2. Ayes: Pope, Galloway, Hull. Nays: Roe, McAntire.

Roe moved, seconded by Galloway to reject bid rec'd on 2023 RFP #1 Bridge View Hotel Overflow Parking Project. PW Dir. Seals reported only one bid was rec'd and it exceed the opinion of probable cost. All ayes.

Roe moved, seconded by Hull to approve salary adjustment and assignment of Asst. City Admin. duties to Comm. Dev. Dir., effective May 7, 2023. Rath reported Simonson was a finalist for City Admin. position in another community. This position was benchmarked in the Gallagher Study with preliminary results available to admin. Both items should be distinct and separate – Asst. City Admin. duties / pay increase. Not creating new position; compensation is directly related to data from the study. Momentum of current projects would come to a stalemate. McAntire shared, the only reason this is before us is because Simonson has a chance at another job. That shouldn't justify a \$16,000 raise; we are understaffed all across the board. If we don't have the funding, we don't do something like this.

Mr. Willhoit shared if we don't have the depth of knowledge in City staff that you are relying on one person, what does that say about mgmt.? The mayor is extremely competent to fill in during your absence. There are some people that go ahead and do what they want and ask for forgiveness later; this is exactly what happened; appearance matters. The perception is City of Ottumwa leadership does whatever it wants; lacks transparency.

Ms. Roberts stated, if someone is going to leave the City, let them leave; you're not going to do something for me if I try to leave. You really need to reconsider this, it has made a lot of people upset (mgmt., union and non-union employees); how can you expect to improve morale.

Roe added we need to look at the position and not the person; the City's inability to pay people what they are worth has been addressed in the past, knowing we have paid for a wage study and yet to see any results is frustrating. Ack. we are not competitive in wages and rectify it; is now the correct time? We have to start somewhere. We have to say we value our employees and do what it takes to keep them.

Galloway added, the Gallagher study has put a lot of things on hold; we need to light a fire and get results

that we should have had months ago. I recommend amending this item.

Ms. Jaegers reported, I would still be here today as your accountant and it didn't have anything to do with my salary. If there's a problem in this city, it starts with admin. Negligence of the finances; when was the last bank reconciliation done? Open your eyes and do something about it.

Hull agreed that this should be two separate items; and also agreed with Mr. Willhoit that this should go through an application process to find the best qualified individual. If Simonson leaves, just about everything he is working on comes to a halt. We need to push for results from the study.

Fire Chief Miller reported he has been asking for 9-12 months about making things right for Deputy Chief; the City talks about succession planning and I had someone in line for my job, but now he is leaving. You can't pick and choose; you have great employees that do a fantastic job for the City.

Mr. Willhoit added, I don't understand; you've put yourself in this position and now expect the public just to go along with it. I suggest you wait for the salary study.

Mayor added I want to assure Council that I'm always willing to provide back-up service when Admin. is out of the office. We've told other dept. heads to wait for results of the survey before any compensation increases. To put a positive spin on it, I always applaud people when they feel like they are ready for the next step. Maybe we can do a better job at cross training depts. so we are equipped to cover when someone leaves employment.

Galloway moved, seconded by Roe to amend recommendation to approve the salary adjustment for the Comm. Dev. Dir., effective May 7, 2023 and remove assignment of Asst. City Admin. Duties. Motion carried 3-2. Ayes: Roe, Galloway, Hull. Nays: Pope, McAntire.

Roe moved, seconded by Galloway to approve salary adjustment for Comm. Dev. Dir., effective May 7, 2023. Motion carried 3-2. Ayes: Roe, Galloway, Hull. Nays: Pope, McAntire.

Roe moved, seconded by Galloway that Res. No. 75-2023, support for Workforce Housing Tax Credit Program Application by Bush Real Estate Development, LLC for an adaptive reuse and historic preservation project at 107 E. Second, be passed and adopted. Bush Construction is pursuing tax credit to further finance an \$18 Million historic rehabilitation project with conversion of the hotel into 68 units of market rate housing. The tax credit would provide a benefit up to \$1 Million with the required local match equal to at least \$1,000 per unit. This project could qualify for incentives including a TIF rebate for up to \$1,770,000 and façade grants up to \$80,000. These incentives would be subject to a DA at a later date. All ayes.

Roe moved, seconded by Galloway that Res. No. 76-2023, approving and providing consent to assignment of Lease Agt. concerning Lots 7, 8 and 10 in Caldwell Park Add. to City of Ottumwa, cka 1520 W. Main and 1512 W. Main, to be passed and adopted. Simonson reported the City leased three parcels to James & Deoara Olsen in 1997 with the lease set to exp. in 2047. The interests of original tenants has been inherited by Aubrey Olsen and further assigned to Joshua & Hannah Steadman. All ayes.

Hull moved, seconded by McAntire that Res. No. 77-2023, addressing an Irrevocable Letter of Direction and Auth. Mayor to sign Green St. Sewer Improv. Project – Group A, be passed and adopted. Seals reported North American Construction Services, Inc. requested assignment of contract funds due J&K Contracting, LLC for work to be completed on the Green St. Sewer Improv. Project – Group A. All ayes.

Hull moved, seconded by Pope that Res. No. 79-2023, joining SE IA Sports Comm. Destination IA Grant Application and award as Co-Applicant and Sub-Recipient, be passed and adopted. Simonson reported the SE IA SportsPlex was awarded \$2.5 Million grant as part of IEDA's Destination IA Program. Because the project is on City owned property and involves investment from the City, IEDA requested the City to join the project as co-applicant and sub-recipient. This does not change the amt. of investment from the City. All ayes.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. There were none. Mayor reported on various summer events coming up; Galloway wants to see the results from the Gallagher study and will continue asking until provided; she would also like to see succession planning in the City; Roe stated GoPIP partnered with League of Women Voters for a joint Community Legislative Form on May 6, 2023 from 9:30-11:00 A.M. at OCSD Board Room 331 E. Main.

There being no further business, Hull moved, seconded by McAntire that the mtg. adjourn. All ayes.

Adjournment was at 7:49 P.M.



ATTEST:

Christina Reinhard

Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

Richard W. Johnson

Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 5/13/2023

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 12
Room 108, City Hall

May 9, 2023
5:30 O'Clock P.M.

The meeting was called to order at 5:33 P.M.

Present were Council Member Roe, Galloway, McAntire, Hull, Pope.
Mayor Johnson was absent. Council Member Roe acted as Mayor Pro Tem.

Galloway moved, seconded by Hull to enter closed session in accordance with the IA Code Section 21.5(1)(a) – (“To review or discuss records which are required or authorized by state or federal law to be kept confidential or to be kept confidential as a condition for that governmental body’s possession or continued receipt of federal funds.”) for the purpose of reviewing “personal information in confidential personnel records of government bodies relating to identified or identifiable individuals who are officials, officers, or employees of the government bodies” in accordance with IA Code Section 22.7(11)(a). All ayes.

The meeting entered closed session at 5:36 P.M.


Hull moved, seconded by Pope to return to open session at 6:32 P.M. All ayes.

Galloway moved, seconded by Pope to engage the services of an independent investigator. All ayes.

There being no further discussion, Hull moved, seconded by McAntire that the meeting adjourn. All ayes.

Adjournment was at 6:33 P.M.

ATTEST:


Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA


Marc Roe, Mayor Pro Tem

Published in the Ottumwa Courier on 5/20/2023



CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 16, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Historic Preservation Month Proclamation

Public hearing required if this box is checked.

RECOMMENDATION: Mayor to issue proclamation.

DISCUSSION: May is Historic Preservation Month. This proclamation acknowledges that local historic preservation efforts a critical part of growth, sustainability and placemaking. Ottumwa is a Department of the Interior-recognized Certified Local Government and operates a Historic Preservation Commission tasked with protecting historic resources and educating on historic preservation.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

PRESERVATION MONTH PROCLAMATION
May 2023

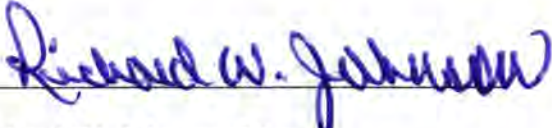
WHEREAS, historic preservation is an effective tool for managing growth and sustainability development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

NOW, THEREFORE, I, Richard W. Johnson, Mayor of the City of Ottumwa, Iowa, do proclaim May 2023, as National Historic Preservation Month, and call upon the people of Ottumwa to join their fellow citizens across the United States in recognizing and participating in this special observance.

In witness whereof, I have hereunto set my hand and caused to be affixed the official seal of the City of Ottumwa, Wapello County, Iowa this 16th day of May 2023.



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk



CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 16, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: Foster Care Month Proclamation

Public hearing required if this box is checked.

RECOMMENDATION: Mayor to issue proclamation.

DISCUSSION: May is National Foster Care Month. This proclamation acknowledges the outstanding work of foster parents, CASA volunteers and FCRB volunteers in providing care, support and advocacy for children in foster care. 80% of children in foster care experience mental health challenges resulting from abuse, neglect and trauma. Foster parents and the advocates that support them provide an environment for children to recover, grow and thrive.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

FOSTER CARE MONTH PROCLAMATION
May 2023

WHEREAS, every child deserves to grow up in a supportive, loving home where they can thrive and prosper; and

WHEREAS, 124 children in Wapello County were in the state's foster care system in 2022 among 6,600 children across the state of Iowa; and

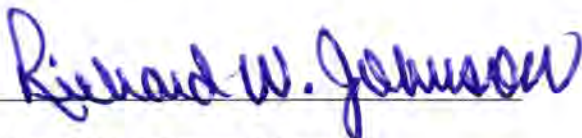
WHEREAS, an estimated 80% of children in foster care deal with mental health challenges stemming from abuse, neglect and trauma; and

WHEREAS, outstanding foster parents across the state and within Wapello County provide safe and nurturing environments for the children in their care; and

WHEREAS, the Southeast Iowa Court Appointed Special Advocate Program (CASA) and Foster Care Review Board (FCRB) provide volunteer opportunities for community members to provide support, advocacy and care beyond foster parenting;

NOW, THEREFORE, I, Richard W. Johnson, Mayor of the City of Ottumwa, Iowa, do proclaim May 2023, as Foster Care Month in the City of Ottumwa, and call upon the people of Ottumwa to join their fellow citizens across the United States in recognizing and participating in this special observance.

In witness whereof, I have hereunto set my hand and caused to be affixed the official seal of the City of Ottumwa, Wapello County, Iowa this 16th day of May 2023.



Richard W. Johnson, Mayor

ATTEST:




Christina Reinhard, City Clerk

received
5-11-23 4:30pm

Item No. B.-4.

5-11-23
4:30pm

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 16, 2023

Engineering Department
Department

Larry Seals
Prepared By
Larry Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #67-2023. Approving the contract, bonds, and certificate of insurance for the Green Street Sewer Improvements Project – Group A.

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 #67-2023.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with J & K Contracting, LLC of Urbandale, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the April 4, 2023 City Council Meeting in the amount of \$1,655,000.00.

This project also includes installation of a new larger waterline that will allow for increased flow capacity and will be reimbursed by Ottumwa Water and Hydro.

Total Amount Budgeted for Whole Project: \$1,700,000.00

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #67-2023

A RESOLUTION APPROVING THE CONTRACT, BONDS, AND CERTIFICATE OF INSURANCE FOR THE GREEN STREET SEWER IMPROVEMENTS PROJECT – GROUP A.

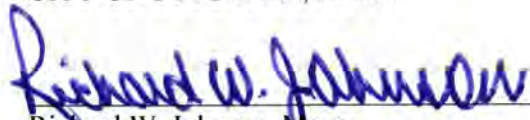
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to J & K Contracting, LLC of Urbandale, Iowa in the amount of \$1,655,000.00 based on total unit price and estimated quantities; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with J & K Contracting, LLC of Urbandale, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16th day of May, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **April 18, 2023**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **J&K Contracting, LLC of Urbandale, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: **"2023 GREEN STREET SEWER IMPROVEMENTS, GROUP A - Ottumwa, Iowa"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before August 7, 2023 and shall be completed in **65** working days and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$1,655,000.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of \$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.

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

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the **four (4) year** warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Richard W. Johnson
Title Mayor

ATTEST:

Christina Reinhard
Title City Clerk

J+K Contracting LLC
Contractor
By [Signature]
Title Project Manager
Address 10703 Justin Drive
City, State, Zip Urbandale, IA 50322

SECTION 00510

W FORM TO COMPLY WITH SUDAS STANDARDS.
PLEASE HAVE YOUR BONDING COMPANY USE THIS FORM.

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

PRINCIPAL <i>(Legal Name and Business Address)</i>	STATE OF INCORPORATION
J&K Contracting, LLC 10703 Justin Drive Urbandale, IA 50322	Iowa

SURETY <i>(Legal Name and Business Address)</i>	CONTRACT NO.	CONTRACT DATE
American Contractors Indemnity Company 801 S. Figueroa St, Suite 700 Los Angeles, CA 90017		4/18/2023

PENAL SUM OF BOND *(Expressed in words and numerals)*

One Million, Six Hundred Fifty Five Thousand and 00/100 dollars (\$1,655,000.00)

KNOW ALL BY THESE PRESENTS:

That we, J&K Contracting, LLC, as Principal (hereinafter the "CONTRACTOR" or "PRINCIPAL" and

American Contractors Indemnity Company, as SURETY are held and firmly bound unto *the City of Ottumwa, Iowa*, as OBLIGEE (hereinafter referred to as "the OWNER"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of

One Million, Six Hundred Fifty Five Thousand and 00/100 dollars dollars (\$ 1,655,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said CONTRACTOR entered into a contract with the OWNER, bearing date the 18th day of April, 2023, wherein said CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: **2023 GREEN STREET SEWER IMPROVEMENTS**

Project Location: **City of Ottumwa, Iowa**

The Work generally consists of:

Installation of storm sewer along Green Street from Main Street to the Des Moines River along with gatewell structure improvements, watermain replacement, sidewalk/driveway replacement, and PCC paving. Additional work includes trenchless installation of storm sewer and watermain under BNSF railway.

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the "Contract."

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the CONTRACTOR and SURETY in this bond that the following provisions are a part of this Bond and are binding upon said CONTRACTOR and SURETY, to-wit:

1. **PERFORMANCE:** The CONTRACTOR shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the OWNER from all outlay and expense incurred by the OWNER by reason of the CONTRACTOR's default of failure to perform as required. The CONTRACTOR shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The CONTRACTOR and the SURETY on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the CONTRACTOR or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the OWNER is required to retain until completion of the improvement, but the CONTRACTOR and SURETY shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The CONTRACTOR and SURETY hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The CONTRACTOR and the SURETY on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of four (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the OWNER's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the OWNER all outlay and expense incurred as a result of CONTRACTOR's and SURETY's failure to remedy any defect as required by this section.

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. GENERAL: Every SURETY on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the CONTRACTOR in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the CONTRACTOR.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than four (4) years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the OWNER including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the OWNER's staff attorneys), and all costs and expenses of litigation as they are incurred by the OWNER. It is intended the CONTRACTOR and SURETY will defend and indemnify the OWNER on all claims made against the OWNER on account of CONTRACTOR's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the OWNER will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the OWNER incurs any "outlay and expense" in defending itself against any claim as to which the CONTRACTOR or SURETY should have provided the defense, or in the enforcement of the promises given by the CONTRACTOR in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the CONTRACTOR and SURETY in this Bond, the CONTRACTOR and SURETY agree that they will make the OWNER whole for all such outlay and expense, provided that the SURETY's obligation under this bond shall not exceed 125% of the penal sum of this bond.

SECTION 00510

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in either the Iowa District Court in Wapello County, Iowa or the United States District Court for the Southern District of Iowa in Des Moines. If legal action is required by the OWNER to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the OWNER, the CONTRACTOR and the SURETY agree, jointly, and severally, to pay the OWNER all outlay and expense incurred therefor by the OWNER. All rights, powers, and remedies of the OWNER hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the OWNER, by law. The OWNER may proceed against SURETY for any amount guaranteed hereunder whether action is brought against the CONTRACTOR or whether CONTRACTOR is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Witness our hands, in triplicate, this 18th day of April, 2023.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

J&K Contracting, LLC
Contractor

Printed Name of Agent

By:

Jeremy J. Feldmann
Signature
Jeremy J. Feldmann, Managing Member
Title

Company Name

SURETY:

Company Address

American Contractors Indemnity Company
Surety Company

City, State, Zip Code

By:

Jeremy Crawford
Signature Attorney-in-Fact Officer

Company Telephone Number

Jeremy Crawford, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

CCI Surety, Inc.
Company Name

1710 N. Douglas Dr., Suite 110
Company Address

Golden Valley, MN 55422
City, State, Zip Code

Phone: (763) 543-6993
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemece, Tanya Fukushima, William Gerber,
Bradford J. Quiri, Amanda M. Quigley, or Andrea Haight of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Five Million and 00/100 ***** Dollars (**\$5,000,000.00**). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.


Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



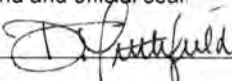
By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 18th day of April, 2023

Corporate Seals
Bond No. 1001188302
Agency No. 19903 - PDF POA




Kio Lo, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: Ethan Clark PHONE (A/C, No. Ext): 5153817443 E-MAIL ADDRESS: eclark@holmesmurphy.com	FAX (A/C, No):
INSURED J & K Contracting LLC 10703 Justin Drive Urbandale, IA 50322		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: VALLEY FORGE INS CO	20508
		INSURER B: TRANSPORTATION INS CO	20494
		INSURER C: CONTINENTAL INS CO	35289
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 68392027 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6080961738	07/01/22	07/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6080961707	07/01/22	07/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6080961710	07/01/22	07/01/23	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input checked="" type="checkbox"/> N/A	680961724	07/01/22	07/01/23	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2023 Green State Sewer Improvements - Group A
Certificate holder is listed as additional insured on the general liability coverage as required by written contract with the insured, per policy terms and conditions.
Waiver of subrogation in favor of project owner, engineer, and engineers affiliates as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER City of Ottumwa 105 E. Third St. Ottumwa, IA 52501 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nick Henderson</i>
---	--

received
5-11-23 11:10A

Item No. B.-5.

lowdown

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 16, 2023

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

City Administrator Approval

AGENDA TITLE: Resolution #80-2023. Approving the contract, bonds, and certificate of insurance for the Campground Shower House Parking Lot and Sewer Dump Station project.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution #80-2023

DISCUSSION: This project involves the construction of a parking lot and a sewer dump station adjacent to the new shower house in Ottumwa Park. These are the required bonds, certificate of insurance, and signed contract with RG Construction of Ottumwa, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the April 18, 2023 City Council meeting in the amount of \$117,500.

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

RESOLUTION #80 -2023

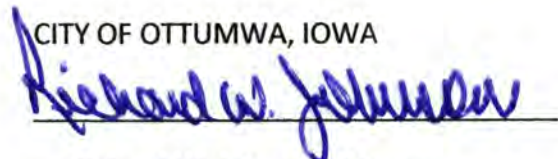
A RESOLUTION APPROVING THE CONTRACT, BONDS, AND CERTIFICATE OF INSURANCE FOR THE OTTUMWA PARK CAMPGROUND SHOWER HOUSE PARKING LOT AND SEWER DUMP STATION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to RG Construction of Ottumwa, Iowa in the amount of \$117,500.

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond, and certificate of insurance with RG Construction of Ottumwa, Iowa for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16TH day of May, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:




Christina Reinhard, City Clerk

CONTRACT

This contract made and entered into in triplicate at Ottumwa, IA this 16th day of May, 2023, by and between **CITY OF OTTUMWA, IA** hereinafter called the "OWNER" and RG Construction, 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: Constructing a sewer dump station, parking lot, and RV pull off area per specifications for a price of \$117,500. Project must be finished by July 31, 2023.

In the following location to wit: Ottumwa Park Campground.

It is understood and agreed:

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.

Owner is exempt from Iowa State Sales Tax and the Local Option Tax on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Contract Price. The Owner shall issue a tax exemption certificate to the Contractor authorizing purchase of the materials for this work without payment of sales and local option tax. If any sub-contractor will be purchasing materials or equipment to be incorporated into this work, the Contractor shall request a tax exemption certificate from the Owner, which will authorize the sub-contractor to purchase such materials without paying the sales or local option taxes.

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, 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, agents 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.

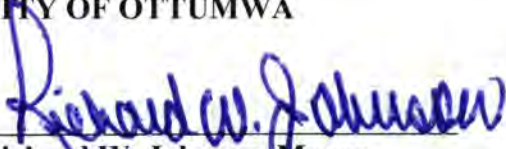
Bid form, Request for Bids, Work Required, and Specifications. Documents and your detailed proposal automatically become a part of the contract and to the same effect as if each of them has been set forth in complete detail herein.

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 triplicate on the date first herein written.

CITY OF OTTUMWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk


Contractor
By: 
Address: 215 E. 4th St.
Ottumwa, IA 52501

Client#: 25008

RGCONPC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Holmes Murphy-Des Moines, 2727 Grand Prairie Pkwy, Waukegan, IA 50263. CONTACT: corecertificaterequest@holmesmurphy.com. INSURER(S): Cincinnati Specialty Underwriters Ins C (NAIC # 13037), Cincinnati Insurance Company (NAIC # 10677).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Ottumwa Campground parking lot & RV dump station - 1, Joe Lord Memorial Drive, Ottumwa, IA 52501

The City of Ottumwa is an Additional Insured to the General Liability as required by written contract with the insured, per policy terms and conditions.

Excess Umbrella Liability is a Follow Form to the General Liability policy

CERTIFICATE HOLDER: City of Ottumwa, 105 E Third St, Ottumwa, IA 52501. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

This page has been left blank intentionally.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

R.G. Construction, Limited Liability Company
215 East 4th Street
Ottumwa, IA 52501

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA 52407-3909

Mailing Address for Notices

P.O. Box 73909
Cedar Rapids, IA 52407-3909

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Ottumwa, Iowa
105 E. Third St.
Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date:

Amount: \$ 117,500.00

Description: City of Ottumwa - Ottumwa Campground Parking Lot & RV Dump Station, Ottumwa, IA
(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 117,500.00

Modifications to this Bond: None Sec Section 16

CONTRACTOR AS PRINCIPAL

Company:  *(Corporate Seal)*
R.G. Construction, Limited Liability Company

Signature: _____

Name and Title:

SURETY

Company:  *(Corporate Seal)*
United Fire & Casualty Company

Signature: _____

Name and Title: Dione R. Young, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes, Murphy and Associates LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
(515) 223-6800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Willett Hofmann & Associates, Inc.
625 32nd Avenue SW
Cedar Rapids IA 52404

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

R.G. Construction, Limited Liability Company
215 East 4th Street
Ottumwa, IA 52501

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids, IA 52407-3909
Mailing Address for Notices

P.O. Box 73909
Cedar Rapids, IA 52407-3909

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Ottumwa, Iowa
105 E. Third St.
Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date:

Amount: \$ 117,500.00

Description: City of Ottumwa - Ottumwa Campground Parking Lot & RV Dump Station, Ottumwa, IA
(Name and location)

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 117,500.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

R.G. Construction, Limited Liability Company

Signature: 

Name and Title:

SURETY

Company: *(Corporate Seal)*

United Fire & Casualty Company

Signature: 

Name and Title: Dione R. Young, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes, Murphy and Associates LLC
2727 Grand Prairie Parkway
Waukee, IA 50263
(515) 223-6800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Willett Hofmann & Associates, Inc.
625 32nd Avenue SW
Cedar Rapids IA 52404

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, DIONE R. YOUNG, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, GINGER HOKE, JOHN CORD, JOE TIERNAN, JENNIFER MARINO, BEN WILLIAMS, KATE ZANDERS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

18th day of March, 2022

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

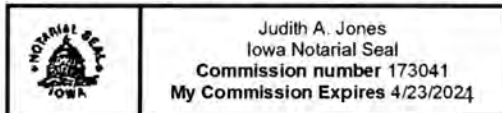
By: *Dennis J. Richman*
 Vice President



State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____ 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

received
5-11-23 11:04

Item No. B.-6.

visiting

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 16, 2023

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 84-2023, approving the lease agreement between the City of Ottumwa and the Ottumwa Saddle Club

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution No. 84 -2023

DISCUSSION: The City has been leasing approximately 11 acres on Emma Street next to WPCF to the Ottumwa Saddle Club for their equine events for many years. This lease agreement is similar to the leases the city has with baseball and softball groups. The Ottumwa Saddle Club will continue to pay the City a sum of \$10 per year, pay to maintain all of the structures it has constructed, and pay for all utility costs for the usage of the 11 acre property. This lease will begin on June 1, 2023 and last until December 31, 2025. This lease was approved by the Ottumwa Parks Advisory Board at their meeting on May 9, 2023. A copy of the lease is attached.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION # 84-2023

A RESOLUTION APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF OTTUMWA AND THE OTTUMWA SADDLE CLUB

WHEREAS, the Ottumwa City Council proposes to continue to lease an 11 acre parcel to the Ottumwa Saddle Club located on Emma Street in Ottumwa; and

WHEREAS, this Lease Agreement is for a period of 2 years and seven months; and

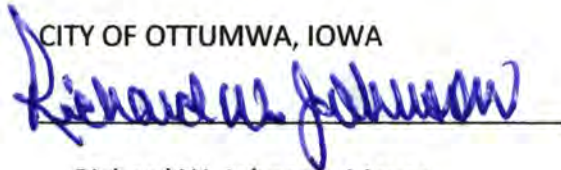
WHEREAS, the Saddle Club will pay to the City annual rent and will maintain the grounds and buildings located thereon.

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

That the two year, seven month Lease Agreement between the Ottumwa Saddle Club and the City of Ottumwa for the lease of approximately 11 acres of ground on Emma Street is hereby approved and the Mayor is authorized to sign the Lease Agreement on behalf of the City of Ottumwa.

APPROVED, PASSED, AND ADOPTED, this 16TH day of May, 2023.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christine Reinhard, City Clerk

**LEASE BETWEEN
THE CITY OF OTTUMWA, IOWA
AND
OTTUMWA SADDLE CLUB**

This Lease made and entered into this 1st day of June 2023, by and between the City of Ottumwa, Iowa, a Municipal Corporation, hereinafter referred to as Lessor, and the Ottumwa Saddle Club, an Iowa Corporation, hereinafter called Lessee,

WITNESSETH:

ONE. Leased Premises. Subject to the terms and conditions herein, the Lessor hereby leases to the Lessee, the real estate described in Exhibit "A" attached hereto and made a part hereof by this reference.

TWO. Lease Period. This lease shall be effective as of the 1st day of June 2023, and shall continue for a period of two (2) years and seven (7) months thereafter, ending December 31, 2025, subject to all the terms and conditions hereof including paragraph Four.

THREE. Rent. Lessee shall pay as rent for use of the above described real estate, the sum of \$10.00 per year, payable the 1st day of January of each year of the term of this lease until the expiration of this lease or any renewal or extension thereof with the first payment being due on the date of the execution of this lease.

FOUR. Termination of Lease. This lease may be terminated at any time during the original term of said lease as set out in Paragraph Two above or any renewal periods as set out in Paragraph Four by Lessor should Lessee, its members, agents, employees or assigns (including any persons or organizations who rent the said facilities from lessees on a day by day or week by week basis for shows, rodeos, etc) violate the term of this Lease or any laws of the State of Iowa or resolutions, rules or ordinances of the City of Ottumwa, Iowa. Furthermore, this Lease may be terminated at any time by Lessors should Lessors deem that said premises are needed and required for municipal purposes including the sale of said premises by the Lessor.

FIVE. Use of Lease Premises. The Lessee shall have the right to use the leased premises for the purpose of operating and maintaining an arena and grounds for horse shows and associated activities. Said premises shall not be used for any unlawful purposes nor in any manner in violation of any Municipal, State and/or Federal law or regulation applicable thereto.

SIX. Rights of Lessee. The Lessee may erect upon said leased premises, such buildings, structures, machinery, equipment and facilities as may be expedient, necessary or appropriate for

the conduct of its business. The Lessee shall have the right, subject to the provisions of this lease to remove from the leased premises, all of such building, fixtures and equipment of whatever nature, brought on said premises by the Lessee provided that the same shall be removed at the date of the expiration of this lease or any renewal thereof, or any termination thereof, and the leased premises shall be restored to its original condition, or in condition satisfactory to Lessor.

All such property shall remain the property of the Lessees subject to the terms and provisions hereof during the term of this lease or any extension thereof, and the Lessee agrees that it will not permit any liens of any nature to attach to said described real estate for any materials furnished or labor performed in connection with the erection of any buildings, structures, machinery, equipment or facilities or in connection with any maintenance or subsequent improvements which may be placed upon said described real estate.

Any buildings or facilities erected on said premises by Lessees shall conform with all rules, regulations, ordinances and laws of the State of Iowa and the City of Ottumwa applicable thereto.

SEVEN. Right of Entry for Inspection. The lessor herein or its duly authorized representatives, shall have the right and privilege to enter upon said described leased premises at all reasonable times for the purpose of inspecting the same or for any proper purpose.

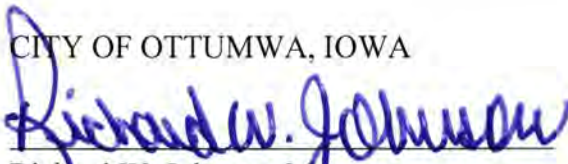
EIGHT. City Liability. The Lessee agrees to make no claim against the Lessor for any damages, loss or injury to its property resulting from high waters of the Des Moines River or the flooding of the area covered by this lease. It is understood and agreed that Lessor shall not be responsible for any damage or loss of business which may be caused by the said high waters.

NINE. Maintenance of Leased Premises. Lessee shall at all times maintain said premises so that the appearance and condition of said premises are kept up in a reasonable state of good repair and appearance.

TEN. Insurance. The Lessee agrees, at its expense, to maintain insurance for liability, bodily injury and property damage satisfactory to the city in the amount of \$300,000.00 for each person bodily injury and \$1,000,000.00 per occurrence of or aggregate limit, or \$1,000,000.00 combined single limit. The City must be included as an additional insured on the certificate of insurance, and said certificate is to be placed on file with the City Clerk of the City of Ottumwa, Iowa. Said policy or certificate shall provide that said policy shall not be cancelled without thirty (30) days prior written notice to the City. Ottumwa Saddle Club agrees to indemnify and hold harmless the City of Ottumwa, its agents, employees, or any other person against loss or expense, including attorney fees, by reason of the liability imposed by law upon the City of Ottumwa for damage because of bodily injury, including death at any time resulting there from,

sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any negligence of the City, its employees or agents or any other person. It is further understood and agreed that Ottumwa Saddle Club shall, at the option of the City defend the City of Ottumwa with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suite arising hereunder.

In witness whereof, the parties hereto have hereunto subscribed their names on this _____ day of _____, 20____.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

OTTUMWA SADDLE CLUB – Lessee

By
President

received
5.11.23 11:10A

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 16, 2023

Planning & Development
Department

Jake Rusch

Prepared By
Zach Simonson
Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 89 - 2023, a resolution setting June 6, 2023 as the date of a Public Hearing on the disposition of City owned property located at 1531 Mable Street.

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

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

RECOMMENDATION: Pass and adopt Resolution No. 89 - 2023

DISCUSSION: The City accepted bids on this property until May 11, 2023. The successful bidder was identified at that time. The bid will be brought to the June 6, 2023 City Council meeting.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION No.89 - 2023

A RESOLUTION SETTING JUNE 6, 2023 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 1531 MABLE STREET

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as MANNING'S 1ST ADD LOT 16 BLK 1 City of Ottumwa, Wapello County, Iowa, also known as 1531 Mable Street; and

WHEREAS, the above described property is a vacant lot which will be built upon to meet the minimum housing or building standards; and

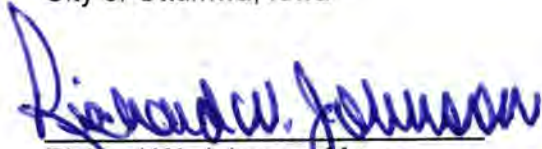
WHEREAS, the City will dispose of the property to the successful bidder.

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

That the 6th day of June 2023 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 16th day of May 2023.

City of Ottumwa, Iowa


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

received
5-11-23 11:10A

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 16, 2023

Philip Rath

Prepared By

Administration

Department

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. **91**-2023 - Approving a three-year Lease Agreement with the Ottumwa Community School District for the use of the Beach Ottumwa facilities.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution **91**-2023.

DISCUSSION: The current Lease Agreement with the Ottumwa School District for the use of the Beach Ottumwa facilities expired on June 30, 2023. City staff negotiated with Ottumwa School District staff and reached a tentative agreement regarding fees and use of the facility. Attached is a three-year agreement with a sliding annual fee structure for each of the three years. The annual fee includes 325 hours of usage. Any hours above the first 325 will be paid at a rate of \$165.00 per hour. The Parks Advisory Board has approved the proposed agreement. A copy of the proposed Lease Agreement is attached.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 91-2023

**RESOLUTION APPROVING LEASE AGREEMENT BETWEEN
THE CITY OF OTTUMWA, IOWA AND THE OTTUMWA SCHOOL DISTRICT**

WHEREAS, the City of Ottumwa, Iowa desires to approve a three-year Lease Agreement with the Ottumwa School District for the annual use of the Beach Ottumwa facility for District educational activities; and

WHEREAS, the City of Ottumwa has revised and desires to approve the Lease Agreement with the Ottumwa School District effective through June 30, 2026 for the use of the Beach Ottumwa facility for compensation as outlined in stated Agreement.

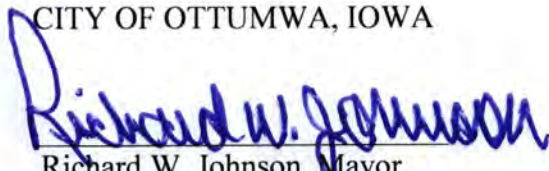
**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF
THE CITY OF OTTUMWA, IOWA:**

That the proposed Lease Agreement between the City of Ottumwa and the Ottumwa School District is hereby approved; and



That the Mayor and the City Clerk of the city of Ottumwa, Iowa, are hereby authorized and directed to execute said renewal on behalf of the City.

APPROVED, PASSED AND ADOPTED, this 16th day of May, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

**BEACH OTTUMWA USAGE AGREEMENT
BETWEEN
THE CITY OF OTTUMWA, IOWA
AND
THE OTTUMWA COMMUNITY SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the City of Ottumwa, hereinafter referred to as "City", and the Ottumwa Community School District, hereinafter referred to as "District", pursuant to the provisions of Chapter 28E of the Code of Iowa.

WITNESSETH:

WHEREAS, City is a municipal corporation of the State of Iowa located in Wapello County, Iowa and, as such, is the owner and operator of a water recreational facility which contains an indoor standard swimming pool and an indoor minimum depth instructional pool.

WHEREAS, The District is a school corporation and independent school district organized under the school laws of the State of Iowa and is located in Wapello County, Iowa; and

WHEREAS, the City and District entered into an Agreement dated April 2, 1991 regarding the construction and rental of a water recreational facility in Ottumwa known as Beach Ottumwa; and

WHEREAS, the Agreement dated April 2, 1991 was modified on June 21, 2016 and is further amended to meet the current needs of the City and the District; and

WHEREAS, the current facility is more than thirty years of age and is routinely undergoing maintenance and other capital improvements to ensure the present Beach Ottumwa facilities are up to date and adequate to meet the District's needs for swimming facilities; and

WHEREAS, the District is authorized by law to enter into a rental agreement for the long term use of said facilities.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the City and the District as follows:

- I. POOL RENTAL PROGRAM.** District does rent from the City its indoor water recreational facility, including the indoor standard swimming pool, the indoor minimum depth instructional swimming pool, dressing rooms, equipment, parking areas, and

occasionally the outdoor facility and all easements and appurtenances thereto belonging, incidental or necessary to the use hereof, all for the periods of time and for the rent hereinafter set forth and upon all of the terms and conditions herein contained.

II. FACILITY USAGE. That said rental shall be for the use of the facilities. During said rental times, the use of said indoor pools shall be exclusive unless hereinafter set out. The use of the outdoor pool areas shall not be exclusive unless prior arrangements are made. The use of dressing rooms, appurtenances, areas, equipment, and parking lots shall be non-exclusive but priority thereto shall be afforded to the District.

(A) Minimum Hours: That the City shall make the demised premises available to the District for at least three hundred twenty-five (325) hours during the District's school year as established by the District (which school year will commence in approximately August of one calendar year and terminate in May or June of the succeeding calendar year; that said minimum number of hours shall be guaranteed to the District; that the District shall not be required to utilize the entire amount of said hours, but may do so if it desires.

(B) Additional Hours: That, in addition to said minimum number of hours as aforesaid, the District may utilize said demised facility for such additional hours as the District and the City may agree upon. If the District desires additional hours of use it shall be given priority over all other proposed users of the City's facility as it pertains to those hours not already scheduled for use by others at the time District's request is made. No right shall exist to require the city to reschedule events or cancel the same as to any request for additional hours.

III. CITY OBLIGATIONS.

(A) Operational Costs: All utilities and services of any nature whatsoever shall be the sole responsibility of City.

(B) Routine Maintenance: Maintenance in connection with the demised premises shall be the sole responsibility of the City, provided the maintenance is NOT related to damage caused by District use of the facility. Basic repairs and maintenance costs are built into the rental fees set out above. District will be billed separately for maintenance required to repair damage as a result of District use of the facility.

(C) Damages: In the event of a partial damage or destruction of the demised premises, which is interference, that is, which prevents the normal use of the district of said facility and which is repairable within sixty (60) days, then the City shall repair such damage within sixty (60) days of its occurrence.

IV. DISTRICT OBLIGATIONS.

- (A) **Scheduling of Facility:** The District shall, on or before thirty (30) days prior to the commencement of the school year each year, give notice to the City Parks Director of a tentative schedule of hours that it desires to utilize said facility for the school year, including a tentative schedule of practices and meets before the first practice of the season for each sport. Notice of deviations to the schedule will also be provided to the Parks Director. The giving of such notice is to assist the City in planning the operation of said facility and failure to designate a specific time or date shall not deprive the District of its rights to utilize its minimum hours. In the utilization thereof, the District shall have priority over all other users for those hours so designated. Providing, however, that when any events are scheduled during the District's school year, the District shall be promptly notified of their scheduling which term shall mean within ten (10) days except in the case of an emergency. Individuals should quickly clear the premises outside of the scheduled hours to allow for the usage of the facility for other events.
- (B) **Usage of Facility:** The District may utilize the demised premises for such purposes as are consistent with such facility and as the District may determine are within the District's powers and duties and in furtherance of the District's goals and objectives. By way of specification but not limitation, the District may utilize said facilities for physical educational classes, practices and conditioning for athletic teams, intramural activities, interscholastic activities and meets, and community recreation.
- (C) **Personnel:** During the use of the facilities by the District, the District shall provide its own coaches, and such other personnel, including security personnel and life guards for special events, as may be necessary to properly supervise students, parents of students, employees, families of employees, and guests of District utilizing said facilities.
- (D) **Signage:** The District shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the leased premises, provided that such signs shall comply with the ordinances of the City and the laws of the State of Iowa, and that such signs shall not change the structure of the building, or damage the same when taken down. Such signs are subject to the written approval of the City, which approval shall not be unreasonably withheld.

V. RATE STRUCTURE. Rental rates shall be assessed and paid as follows:

- (A) **Annual Base Rate:** The annual rental fee may be paid in quarterly installments to be paid on or before the first day of August, October, January, and April of each year for the respective school term beginning in August. For the exclusive usage during the first three hundred twenty-five (325) hours the District shall pay an annual rental fee of \$48,400 for the school year commencing in August of 2023. Commencing on July 1, 2024, the rent shall

be adjusted to an annual fee of \$50,820. Commencing on July 1, 2025 and any subsequent renewal thereof, the rent shall be adjusted to an annual fee of \$53,360. City will provide a report monthly to school administration indicating the number of hours utilized toward the annual cap of 325 hours for exclusive pool usage.

- (B) **Additional Prioritized Hour(s):** The District shall pay during the term and any subsequent renewal hereof an hourly rental fee of \$165 per hour for each hour that exceeds the four hundred base hours as identified under this agreement.
- (C) **Additional Non-Exclusive Use:** In the event student athletes wish to utilize the pool for individualized practices during non-exclusive times, each student shall be charged a discounted entry rate of \$4.00. Students and/or school coaching staff will obtain pre-approval from school administration and provide the authorization to City staff before usage. City will bill for said usage on a monthly basis.
- (D) **Other School Programs:** Students and faculty utilizing the pool for the PTYC program, the Migrant Summer School Program or school sponsored swim parties; each student will be charged a discounted rate of \$4.00 each. The school district will be billed separately on a monthly basis.
- (E) **Reimbursement Related to Non-Availability:** That if by reason of fire, wind, storm or any other natural casualty, disaster which shall destroy the demised premises, forced closure of facility, or otherwise render it useless for the purposes of the District, and shall make it impossible for the District to exercise its rights under this Agreement, then the District shall be reimbursed that prorated portion of the rent for the school year that the District was unable to utilize the facilities.

VI. LIABILITY; INSURANCE.

- (A) **City:** The City shall further procure and maintain liability insurance with limits of liability not less than One Million Dollars (\$1,000,000.00) covering liability for the operation of said premises, which said policy shall name the District as an additional named insured for claims and causes of actions brought against the District by reason of its rental of the premises, which claims are not founded on the negligence of the District but the negligence of the city.
- (B) **District:** The District shall, during the times it utilizes the demised premises, maintain in full force and effect a policy of liability insurance with limits of liability at a minimum of One Million Dollars (\$1,000,000.00) insuring the District against liability for all District activities at the facility; that the District shall cause the City of Ottumwa to be named as an additional named insured on said policy. The District shall hold the City of Ottumwa harmless from any liability resulting from the District's exclusive usage of said facility.

- VII. TRANSFERABILITY OF CONTRACT.** Each and every covenant and agreement hereto shall extend to and be binding upon the respective successors, heirs, administrators, executors, and assigns of the parties hereto. That this agreement and rights and obligations hereunder may not be assigned by either party without the prior express written consent of the other; said consent not to be unreasonably withheld.
- VIII. DEFAULT AND TERMINATION.**
- (A) **Default:** If default shall be made by either party in the performance or compliance with any of the terms, covenants, or conditions of this agreement, 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 and make good such default and the amount advanced shall be repaid forthwith on demand, together with interest at a rate of eleven percent (11%) per annum.
- (B) **Termination for Convenience:** This Agreement may be terminated at any time upon mutual written agreement of the parties. Upon termination, City shall be compensated for all services performed prior to the date of termination. Additional compensation to the City may be negotiable by the parties as a termination fee.
- IX. REMEDY.** The various rights, powers, options, elections and remedies of either party provided in this lease shall be construed as cumulative and no one of them is exclusive of the other or exclusive of any rights, remedies, or priorities allowed either party by law and shall, in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or discharged.
- X. AMENDMENTS.** None of the covenants, provisions, terms or conditions of this agreement to be kept or performed shall be in any manner modified, waived or abandoned, except by written instrument duly signed by the parties and delivered to each. This lease contains the whole agreement of the parties.
- XI. TERM.** The term of this rental agreement shall be for a period of three (3) years, commencing on July 1, 2023 and terminating on June 30, 2026.
- XII. NOTICE(S).** Notices, as provided for in this agreement, shall be given to the respective parties hereto, at their respective addresses, as hereinafter designated unless either party notifies the other in writing of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent addressed as designated, postage prepaid, by registered or certified

mail, return receipt requested, by the United State Mail, and so deposited in the United States mail box. Said designation of addresses shall be as follows:

DISTRICT:

C/O Superintendent of Schools
Ottumwa Community School District
1112 North Van Buren
Ottumwa, IA 52501

CITY:

C/O City Administrator
City Hall
105 East Third Street
Ottumwa, IA 52501

Signed and dated in Ottumwa, Iowa on the date first above written.

CITY OF OTTUMWA

ATTEST:

By

Richard W. Johnson
Richard W. Johnson, Mayor

Christina Reinhard
Christina Reinhard, City Clerk

OTTUMWA COMMUNITY SCHOOL DISTRICT

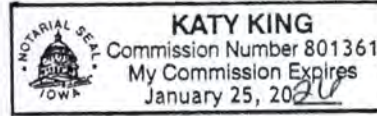
By _____

President

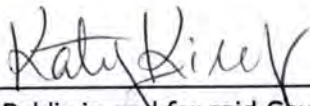
By _____

Secretary

STATE OF IOWA)
) SS.
COUNTY OF WAPELLO)



Subscribed and sworn to before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared Richard W. Johnson and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ottumwa, Iowa, executing the above and foregoing to which this is attached; that said instrument was signed on behalf of the City of Ottumwa, Iowa and that the said Richard W. Johnson and Christina Reinhard, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of the City of Ottumwa, Iowa, by it and by them voluntarily executed.



Notary Public in and for said County and State

STATE OF IOWA)
) SS.
COUNTY OF WAPELLO)

Subscribed and sworn to before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary of the Board of Directors of Ottumwa Community School District, executing the above and foregoing to which this is attached; that said instrument was signed on behalf of the Board of Directors of the Ottumwa Community School District and that the said President and Secretary, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of the Board of Directors of the Ottumwa Community School District, by it and by them voluntarily executed.

Notary Public in and for said County and State

received
5-11-23 11:10AM

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 16, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 87-2023: RESOLUTION ADOPTING AMENDMENT THREE TO THE OUR OTTUMWA 2040 COMPREHENSIVE PLAN AMENDING THE ZONING COMPATIBILITY MATRIX IN THE LAND USE PLAN

Public hearing required if this box is checked.

RECOMMENDATION: Open public hearing,
Receive public comment,
Close public hearing,
Pass and adopt Resolution No. 87-2023

DISCUSSION: The Plan and Zoning has recommended that the Council consider Amendment 3 to the Our Ottumwa 2040 Comprehensive Plan. The amendment extends the Zoning Districts which are partially compatible with Neighborhood Mixed-Use and Public/Semi-Public/Institutional Land Use Categories the Zoning Compatibility Matrix of the Future Land Use Plan.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

All rezonings are to be in conformance with the Future Land Use Plan. The Land Use Plan identifies desired land uses for each part of the community. It is a document that is intended to be adaptable with changes in patterns of development, but adaptation should be amendment. The Zoning Compatibility Matrix identifies which land uses are compatible, incompatible or partially compatible with each Zoning District described in the City Code. This amendment expands the number of Zoning Districts partially compatible with two land use categories:

1. This amendment makes the C-2 Community Commercial Zoning District Partially Compatible with the Neighborhood Mixed-Use Land Use Category. The entire Church Street district is a C-2 zone and is identified for Neighborhood Mixed-Use land use in the Future Land Use Plan. This correction will avoid issues with conditional use permits, changes of use and changes of zone in areas like Church St, Richmond and Albia Rd.

2. This amendment makes all Zoning Districts except R-MHP Residential Mobile Home Park partially compatible with Public/Semi-Public/Institutional Land Use. Numerous Public-Semi-Public and Institutional Uses are permitted by right or conditional use permit in a wide variety of zoning districts and many such uses are conducted in zoning districts including R-2, R-4, C-1, C-2, C-4 and I-1.

This amendment is consistent with pending rezonings for 526 E Second and 1508 Albia Rd., however staff believes the issues resolved by the amendment extend beyond the rezonings and recommends the amendment regardless of the outcome of the rezonings.

RESOLUTION NO. 87-2023

RESOLUTION ADOPTING AMENDMENT THREE TO THE OUR OTTUMWA 2040 COMPREHENSIVE PLAN AMENDING THE ZONING COMPATIBILITY MATRIX IN THE LAND USE PLAN

WHEREAS, the City adopted the *Our Ottumwa 2040 Comprehensive Plan* on August 18, 2020, Amendment 1 to the comprehensive plan on September 1, 2020 and Amendment 2 to the comprehensive plan on October 4, 2022; and

WHEREAS, the Plan and Zoning Commission has recommended that the Council adopt Amendment 3 to comprehensive plan, amending the Zoning Compatibility Matrix in the Future Land Use Plan; and

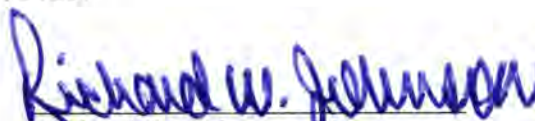
WHEREAS, Amendment 3 includes the following:

- a. Extends the Zoning Districts which are Partially Compatible with Neighborhood Mixed-Use Land Use to include the C-2 Community Commercial Zoning District;
- b. Extends the Zoning Districts which are Partially Compatible with Public/Semi-Public/Institutional Land Use to include all districts except R-MHP Rural Mobile Home Park District.


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

That Amendment 3 to the *Our Ottumwa 2040 Comprehensive Plan* as presented be hereby adopted effective as of the date of this resolution.

PASSED AND APPROVED this 16th day of May, 2023.


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City clerk

Our Ottumwa 2040 Comprehensive Plan Amendment 3

The Our Ottumwa 2040 Comprehensive Plan is hereby amended as follows:

Land Use and Zoning Compatibility Matrix, Table 10.3, is revised to extend the Zoning Districts which are Partially Compatible with Neighborhood Mix-Use Land Use and Public/Semi-Public/Institutional Land Use. The Matrix reads as follows:

Table 10.3 - Land Use & Zoning Compatibility Matrix

Land Use Categories	Zoning Districts																
	AG/UR Agricultural / Urban Reserve	RR Rural Residential	R1 Single-Family Low-Density	R-2 Two-Family Low-Density	R-3 Townhouse Residential Moderate-Density	R-4 Multifamily Residential Medium-Density	R-5 Multifamily Residential High-Density	R-MHP Mobile Home Residential	C-1 Neighborhood Commercial	C-2 Community Commercial	CS-1 Commercial Shopping Center	C-3 Commercial Mixed-Use	C-4 Downtown Mixed Use	BP Business Park	I-1 Limited Industrial	L-2 General Industrial	PUD Planned Unit Development
Agriculture / Open Space	C	C															PC
Rural Residential	C	C	PC														PC
Low Density Residential		PC	C	PC													PC
Medium Density Residential			PC	C	C	PC											PC
High Density Residential				PC	C	C	C	C									PC
Downtown Core									PC			PC	C				PC
Office									C	PC	PC	PC	PC	PC			PC
Public, Semi-Public & Institutional	PC	PC	PC	PC	PC	PC	PC		PC	PC	PC	PC	PC	PC	PC	PC	PC
Parks & Recreation	C	C															PC
Neighborhood Mixed Use							PC		C	PC		PC	C				PC
Mixed Use							PC		C			C	C	PC			PC
Community Commercial									C	C	C	C	PC	PC			PC
Highway Commercial									C	C	C	C	PC	PC			PC
Industrial Business Park														C	C	PC	PC
Industrial															PC	C	PC

Source: Confluence

By the Ottumwa City Council
May 16, 2023

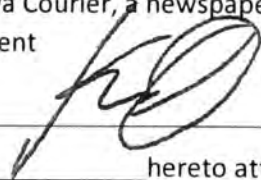


PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

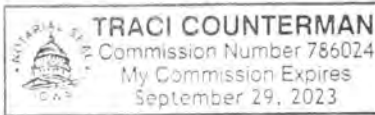
Public Hearing
City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 5/4/23

Subscribed and sworn to before me, and in my presence, by the said 4th day of May, 2023



Notary Public

In and for Wapello County

Printer's fee \$24.95

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING
ON AMENDMENT THREE TO
THE OUR OTTUMWA 2040
COMPREHENSIVE PLAN
AMENDING ZONING COM-
PATIBILITY MATRIX 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, May 16, 2023 at 5:30
P.M. in City Hall in the City of
Ottumwa, Iowa on the proposed
Amendment Three to the Our
Ottumwa 2040 Comprehensive
Plan. The amendment extends
the Zoning Districts which are
Partially Compatible with
Neighborhood Mix-Use Land
Use and Public/Semi-
Public/Institutional Land Use
under the Zoning Compatibility
Matrix. All persons interested in
the amendment are invited to be
present at the above time and
place on the date mentioned to
present their objections to, or
arguments for the amendment.
The amendment is available in
the Planning and Development
Office at City Hall, 105 Third
Street East, Ottumwa, Iowa. If
you are unable to attend this
meeting but have comments,
written comments must be
received no later than 4:30 p.m.
May 16, 2023. Written com-
ments may be addressed to:
City of Ottumwa, 105 E. Third
St., Ottumwa, IA 52501. Dated
this 3rd day of May, 2023. Chris
Reinhard, City Clerk, City of
Ottumwa, Iowa (End of Notice)

PH- Our Ottumwa 2040
Comp Plan- Amendment #3



CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 16, 2023

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson

Department Head

City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3212-2023 - AN ORDINANCE ESTABLISHING SOLID WASTE FEES FOR NONCOMMERCIAL ESTABLISHMENTS BY REPEALING AND REPLACING SECTION 31½-35 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

Public hearing required if this box is checked.

RECOMMENDATION: Open public hearing.
Receive public comment.
Close public hearing.
Pass first consideration of Ordinance No. 3212-2023.

DISCUSSION: This ordinance adopts new solid waste fees for noncommercial establishment customers. The current ordinance expires July 1, 2023. The new fees include an increase of \$2.82 per month or 14.7%. The increase accounts for the increase in the landfill tipping fee, the contract increase for Bridge City Sanitation, the fuel surcharge paid to Bridge City Sanitation and administrative costs. Without any change, this ordinance would

Source of Funds:

Budgeted Item: Budget Amendment Needed:

increase the fee again by \$1.00 per month on July 1, 2024. The 2024 increase would be 4.5%. For FY 2023-2024 each customer would pay \$264 per year for trash collection, up from \$230.16 today. In FY 2024-2025 that cost would increase to \$276 per year.

Trash collection fees are collected by the Ottumwa Water Works and the City pays Ottumwa Water Works an administrative fee for processing these payments.

ORDINANCE NO. 3212-2023

AN ORDINANCE ESTABLISHING SOLID WASTE FEES FOR NONCOMMERCIAL ESTABLISHMENTS BY REPEALING AND REPLACING SECTION 31½-35 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

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

SECTION ONE

Section 31½-35 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 31½-35 in its entirety and enacting the following in lieu thereof:

Sec. 31½-35. – Solid waste fees for noncommercial establishment customers.

- (a) Solid waste fees are mandatory for all single-family dwellings and other dwellings containing four units or less. This shall not apply to mobile home parks wherein water service is metered by one meter for the mobile home park, places of worship, or multi-family dwellings containing more than four dwelling units. Dwelling units housed with a commercial and/or business building shall also be exempt providing there is a written agreement between the tenant and business landlord that the commercial or business building owner or occupant will provide weekly solid waste disposal from a city licensed hauler. Any of the above referenced exceptions may subscribe to the city's solid waste collection services if the contractor agrees to provide service. The mandatory monthly collection rates are hereby established for garbage, refuse, recyclables and bulk items per residence for 64 gallons of refuse, in a cart provided by the contractor for curbside customers or two 32-gallon bags, provided by the customer, for walk up customers, one bulky item and recyclables in the provided bin for the following rates:

July 1, 2023 through June 30, 2024: \$22.00 per unit per month

July 1, 2024 through June 30, 2025: \$23.00 per unit per month

- (1) Additional 32-gallons or less bags with properly attached city stickers costing \$1.00 each will be collected. Bags without these stickers will not be collected. Rates for yard waste bag stickers will be \$1.00 each.
- (2) Residents qualifying for Southern Iowa Economic Development Association (S.I.E.D.A.) Energy Assistance Program are allowed to pay a reduced rate of \$2.00 per month lower than the rates listed above (e.g. \$20.00).
- (b) The Ottumwa Water and Hydro shall collect noncommercial establishment solid waste fees, as established in this section, as a part of the monthly water bill for the applicable customer.
- (c) The city shall direct bill those noncommercial establishment customers that are not billed by the Ottumwa Water and Hydro for water service.

SECTION TWO. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

SECTION THREE. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION FOUR. This ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION FIVE. When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

PASSED on its first consideration the 16th day of May, 2023.

PASSED on its second consideration the _____ day of _____, 2023.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

CITY OF OTTUMWA, IOWA

By: _____
Richard W. Johnson, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2023

Tom Lazio, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2023.

_____ Veto affirmed this _____ day of _____, 2023 by failure of vote taken to repass.

_____ Veto affirmed no timely vote taken to repass over veto.

ATTEST:

Chris Reinhard, City Clerk

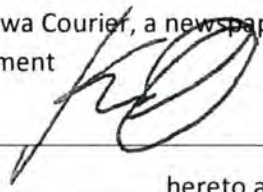
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Ordinance No. 3212-2023

City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 5/4/23

Subscribed and sworn to before me, and in my presence, by the said 4th day of May, 2023



Notary Public

In and for Wapello County

Printer's fee \$22.68

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING ON ORDINANCE NO. 3212-2023 - AN ORDINANCE ESTABLISHING SOLID WASTE FEES FOR NONCOMMERCIAL ESTABLISHMENTS BY REPEALING AND REPLACING SECTION 31 1/2-35 OF THE MUNICIPAL CODE OF THE CITY OF OTTUMWA 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, May 16, 2023 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on Ordinance 3212-2023, an ordinance establishing solid waste fees for noncommercial establishments by repealing and replacing Section 31 1/2-35 of the Municipal Code of the City of Ottumwa. All persons interested in the ordinance are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the ordinance. If you are unable to attend this meeting but have comments, written comments must be received no later than 4:30 p.m. May 16, 2023. Written comments may be addressed to: City of Ottumwa, 105 E. Third St., Ottumwa, IA 52501. Dated this 2nd day of May, 2023. City Clerk, City of Ottumwa, Iowa

PH-Ord 3212-2023

SW Fees

received
5.8.23 11:30A

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 16, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3213-2023: AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY KNOWN AS 526 E SECOND FROM R-4 TO C-2 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

Public hearing required if this box is checked.

RECOMMENDATION: Plan and Zoning Commission recommends to pass second consideration of Ordinance No. 3213-2023.

DISCUSSION: The applicant, Ottumwa Community School District, seeks rezoning the property at 526 E Second in order to complete an athletics complex. The parcel is currently used as a parking lot. The parking use is existing non-conforming and not typically a permitted use in the current R-4 district. The change of use would alleviate the existing non-conforming issue and allow for the athletics complex use.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

ORDINANCE NO. 3213-2023

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY KNOWN AS 526 E SECOND FROM R-4 TO C-2 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

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

SECTION 1

Zoning Ordinance #3105-2015 of the City of Ottumwa, Iowa, as amended and as set forth in Chapter 38 of the Municipal Code, City of Ottumwa, Iowa be and the same is hereby amended and changed to conform with this ordinance and the following described property, to wit:

Ottumwa Original Lots 263-268 Blk 19. As recorded in book 439 page 305.

Described area contains 1.21 acres and is subject to easements and other restrictions of record.

Be and the same is hereby changed from its present zoning classification of "R-4" Multifamily Residential District (Medium Density) to "C-2" Community Commercial District.

SECTION 2

The official zoning map of the City of Ottumwa, Iowa duly designated as such, and on file in the office of the City Clerk and the Wapello County Recorder, is hereby amended and changed to conform to this ordinance and the City Clerk, pursuant to Section 38-30 of the Zoning Ordinance #3088-2015, as amended, is hereby directed to record a certified copy of this said ordinance with the Wapello County Recorder and attach a certified copy of this said ordinance to the official zoning map.

SECTION 3

This ordinance shall be in full force and effect, from and after its passage, adoption and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION 4

When this ordinance is in effect, it shall automatically supplement, amend and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

Passed on its first consideration on the 2nd day of May, 2023.

Passed on its second consideration on the 16th day of May, 2023.

Requirement of consideration and vote at two prior council meetings suspended on the ____ day of _____, 2023.

Final passage and adoption on the ____ day of _____, 2023.

CITY OF OTTUMWA, IOWA

Richard W Johnson, Mayor

___ No action taken by Mayor.

___ Vetoed this ____ day of _____, 2023.

Richard W Johnson, Mayor

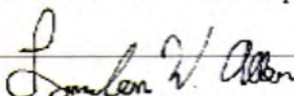
___ Repassed and adopted over the veto this ____ day of _____, 2023.

___ Veto affirmed this ____ day of _____, 2023 by failure of vote taken to repass.

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

ATTEST:

Chris Reinhard, City Clerk

APPLICATION TO REZONE PROPERTY		
APPLICANT INFORMATION		
Name: LANDON ALLEN		
Phone: 641-683-4449		
Address: 1112 North Van Buren		
City: Ottumwa	State: IA	ZIP Code: 52501
E-mail: landon.allen@ottumwaschool.com		
PROPERTY INFORMATION		
Business Name: Ottumwa School District		
Proposed Property Use: High School Athletics Complex		
Property Manager (If different from applicant): same		
Address:		
City:	State:	ZIP Code:
E-mail:		
REZONE INFORMATION		
Current Zoning Classification R-4		
Requested Zoning Classification C-2		
SIGNATURES		
I authorize the verification of the information provided on this form and have attached all required documentation.		
Signature of applicant: 	Date: 4/3/2023	

Submittal Checklist

- Full Legal Description(Deed)
- List of all property owners within 200 feet radius of property
- Letter to the Plan Commission "Why you want the property rezoned"
- Application fee(Non-refundable) \$300.00
- Site Plan

Hearings by city planning and zoning commission on proposed amendments, report to city council; hearings by city council. All applications for amendment of the ordinance shall first be submitted to the city planning and zoning commission, who will hold a public hearing in relation to the proposed amendment. At the public hearing, citizens shall have an opportunity to be heard. The planning and zoning commission shall then make a recommendation to the city council. The city council may adopt, reject, or send back to the planning and zoning commission's recommendation after a public hearing before the city council. The planning and zoning commission and city council shall find that the project adequately addresses the following concerns:

- (1) The rezoning conforms to the future land use map in the comprehensive plan.
- (2) The proposed rezoning is consistent with the goals and objectives of the comprehensive plan.

If the responses for both subsections (1) and (2) are not affirmative, then either the rezoning request recommendation must be denial or the planning and zoning commission and city council must amend the comprehensive plan to provide the required consistency.

- (3) The subject property, after the requested rezoning, will be compatible with the character of the surrounding neighborhood, including the existing uses and zoning of the properties near the subject property.
- (4) The potential hardships and nuisances (such as noise, neon lights, odors, etc.) of the rezoning request have been adequately considered.
- (5) There are adequate public utilities and services available to the land if rezoned. If not, who will have to pay for installing them?
- (6) The trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district, supports the rezoning request.
- (7) The proposed rezoning amendment is in the public interest and not solely in the interests of the applicant.

Summary

Zoning is a tool used to classify and regulate the uses that occur on land within the city. Zoning takes into account past uses but it also is used as a tool to guide future development in a way that makes sense for the community and is outlined in the Comprehensive Plan.

To change a land use classification, or propose a "rezone," The applicant must have a "good reason" or one that is substantiated by the Comprehensive Plan or other planning document that outlines the need for the area of proposed rezone. Staff can help the applicant read the documents to identify if there is a need.

If the applicant decides to apply for a rezone, they must attach all required documentation, submit the fee, and the process can begin.

Process

The applicant will complete the application, and staff will begin processing it. The application must have a published notice in the paper, and the applicant must place a sign

in the yard of the property that is proposed to be rezoned. This may be obtained from the Planning Department. We will also mail a letter to adjacent property owners within a 200 foot radius of the parcel(s) to be rezoned. The application will then be presented to the Planning and Zoning Commission. We need a minimum of 45 days prior to the Planning and Zoning Commission meeting to process the application properly. The applicant must appear at the Planning and Zoning Commission meeting to present and or answer questions asked by the adjacent property owners or the board. If you wish to bring speakers that are in favor of the rezone, it is encouraged.

After a recommendation is given by the Planning and Zoning Commission, it will move up and be presented to the City Council for three readings. The first reading includes a public hearing and it is recommended that the applicant attend the first reading to answer questions that the City Council may have. **The City Council makes the final decision.**

Time Line

Days	Month 1		Month 2		Month 3		
	15	30	45	60	75	90	
Planning & Zoning	█						Applicant must attend meeting to present
Council 1 st Reading				█			Applicant must attend meeting to present
Council 2 nd Reading					█		Attend to answer questions
Council 3 rd Reading						█	Attend to answer questions

- Plan Commission 1st Monday of month 7:00 PM
- City Council 1st and 3rd Tuesday of Month 5:30 PM



CIVIL • STRUCTURAL • MECHANICAL • ELECTRICAL • SURVEY • SPECIALTY

March 31, 2023

Zach Simonsen
Community Development Director
Planning and Zoning Commission, City of Ottumwa
105 E. Third Street
Ottumwa, IA 52501

RE: Rezoning Request For Property at 526 Second Street East

In accordance with the requirements of the City of Ottumwa Planning and Zoning Commission, please be informed that the Ottumwa Community School District is intending construction of a new Athletics Building on property at 526 East Second Street.

The Project will consist of an approximately 29,000 square foot (building footprint) Athletic building. The building will have parking west of the building as well as within the new parking lot currently being built. Additional parking is planned to be added along 2nd Street E.

The rezoning is being requested to better align the zoning with the permitted use.

Thank you.

Sincerely,

Nicholas J. Bettis, P.E.
Civil Engineer



REZONING EXHIBIT OTTUMWA HIGH SCHOOL ATHLETIC COMPLEX OTTUMWA, IOWA

PROJECT LOCATION MAP:



(NOT TO SCALE)

APPLICANT INFORMATION:

APPLICANT/OWNER:
OTTUMWA COMMUNITY SCHOOL DISTRICT
MIKE MCCORDY
1112 N. VAN BUREN
OTTUMWA, IA 52501
641-684-6597

PREPARED BY:
AXIOM CONSULTANTS, LLC
C/O NICK BETTIS
60 E. COURT STREET, UNIT 3
IOWA CITY, IOWA 52240
319-519-6220
NBETTIS@AXIOM-CON.COM

LEGAL DESCRIPTION:

OTTUMWA ORIGINAL LOTS 263-268 BLK 19. AS RECORDED IN BOOK 439 PAGE 305.
DESCRIBED AREA CONTAINS 1.21 ACRES AND IS SUBJECT TO EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

ZONING INFORMATION:

CURRENT ZONING: MULTI-FAMILY RESIDENTIAL MEDIUM DENSITY (R-4)

PROPOSED ZONING: COMMUNITY COMMERCIAL (C-2)

EXISTING ZONING LEGEND:

MULTI-FAMILY RESIDENTIAL MEDIUM DENSITY (R-4)

COMMUNITY COMMERCIAL (C-2)

COMMERCIAL MIXED-USE (C-3)

DOWNTOWN MIXED-USE (C-4)

LIMITED INDUSTRIAL (I-1)



REV	DATE	DESCRIPTION

OTTUMWA HIGH SCHOOL
ATHLETIC COMPLEX
OTTUMWA, IOWA, WAPELLO COUNTY
DRAWN BY: NICK BETTIS
DATE: 11/15/22

REZONING EXHIBIT
22-0153 BETTIS
1 OF 1

Land Use Plan

LAND USE & ZONING COMPATIBILITY MATRIX

The land use to zoning compatibility matrix shows the relationship between the new future land use categories and the existing zoning districts within the City. Land uses and zoning districts have been listed as either compatible ("C") or partially compatible ("PC").

This matrix should be used as the basis for determining the appropriate zoning district(s) for land that is annexed into the City or as a property rezoning is being considered. If the zoning desired for a given property is incompatible with its land use designation, the designation on future land use map should be first amended accordingly. In certain situations an update or amendment to this matrix may be warranted to address changes in development patterns or revisions to the City's zoning code regulations.

Table 10.3 - Land Use & Zoning Compatibility Matrix

Land Use Categories	Zoning Districts																	
	AG/UR Agricultural / Urban Reserve	RR Rural Residential	R1 Single-Family Low-Density	R-2 Two-Family Low-Density	R-3 Townhouse Residential Moderate-Density	R-4 Multifamily Residential Medium-Density	R-5 Multifamily Residential High-Density	R-MHP Mobile Home Residential	C-1 Neighborhood Commercial	C-2 Community Commercial	CS-1 Commercial Shopping Center	C-3 Commercial Mixed-Use	C-4 Downtown Mixed Use	BP Business Park	I-1 Limited Industrial	L-2 General Industrial	PUD Planned Unit Development	
Agriculture / Open Space	C	C																PC
Rural Residential	C	C	PC															PC
Low Density Residential		PC	C	PC														PC
Medium Density Residential			PC	C	C	PC												PC
High Density Residential				PC	C	C	C	C										PC
Downtown Core									PC			PC	C					PC
Office									C	PC	PC	PC	PC	PC				PC
Public, Semi-Public & Institutional	C	C	C															PC
Parks & Recreation	C	C																PC
Neighborhood Mixed Use								PC	C			PC	C					PC
Mixed Use								PC	C			C	C	PC				PC
Community Commercial									C	C	C	C	PC	PC				PC
Highway Commercial									C	C	C	C	PC	PC				PC
Industrial Business Park														C	C	PC		PC
Industrial															PC	C		PC

Source: Confluence

Land Use Plan

LAND USE & ZONING COMPATIBILITY MATRIX

The land use to zoning compatibility matrix shows the relationship between the new future land use categories and the existing zoning districts within the City. Land uses and zoning districts have been listed as either compatible ("C") or partially compatible ("PC").

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Agriculture / Open Space	C	C																PC
Rural Residential	C	C	PC															PC
Low Density Residential		PC	C	PC														PC
Medium Density Residential			PC	C	C	PC												PC
High Density Residential				PC	C	C	C	C										PC
Downtown Core									PC			PC	C					PC
Office									C	PC	PC	PC	PC	PC				PC
Public, Semi-Public & Institutional	C	C	C	PC	PC	PC	PC		PC	PC	PC	PC	PC	PC	PC	PC	PC	PC
Parks & Recreation	C	C																PC
Neighborhood Mixed Use							PC		C	PC		PC	C					PC
Mixed Use							PC		C			C	C	PC				PC
Community Commercial									C	C	C	C	PC	PC				PC
Highway Commercial									C	C	C	C	PC	PC				PC
Industrial Business Park														C	C	PC	PC	PC
Industrial															PC	C	PC	PC

Source: Confluence



CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 16 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3214-2023: AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY KNOWN AS 1508 ALBIA ROAD FROM C-1 TO C-2 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

Public hearing required if this box is checked.

RECOMMENDATION: Plan and Zoning Commission recommends to pass second consideration of Ordinance No. 3213-2023.

DISCUSSION: The applicant seeks rezoning the property at 1508 Albia from C-1 to C-2 in order to operate an impound lot. The zoning change would permit Short Term Vehicle Storage to be a permitted use. Short Term Vehicle Storage allows for parking operating and non-operating vehicles on hard surface parking for up to 30 days. Storage of body damaged vehicles would require screening from public rights-of-way, storage longer than 30 days would be prohibited.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

ORDINANCE NO. 3214-2023

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY KNOWN AS 1508 ALBIA ROAD FROM C-1 TO C-2 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

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

SECTION 1

Zoning Ordinance #3105-2015 of the City of Ottumwa, Iowa, as amended and as set forth in Chapter 38 of the Municipal Code, City of Ottumwa, Iowa be and the same is hereby amended and changed to conform with this ordinance and the following described property, to wit:

Part of Auditor's Lot 19 of the Northwest Quarter of the Southwest Quarter of Section 26, Township 72, Range 14 as follows: Beginning at a point 180 feet South and 181 feet West of the Northeast corner of the Northwest Quarter of the Southwest Quarter; thence South 60 feet; thence West 150 feet; thence North 60 feet; thence East 150 feet to the place of beginning.

ALSO

Part of the Northwest Quarter of the Southwest Quarter of Section 26, Township 72 North, Range 14 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning 30 feet South and 181 feet West of the Northeast corner of said NW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence South 150 feet; thence West 100 feet; thence North 150 feet; thence East 100 feet to the place of beginning. Said tract being a part of Lot 19 of Auditor's Subdivision of the Southwest Quarter of said Section 26, and also a part of Lots 23 and 24 of an unrecorded plat of Silverwood Farm, an Addition to the City of Ottumwa, Wapello County, Iowa.

ALSO

A part of the Northwest Quarter of the Southwest Quarter of Section 26, Township 72 North, Range 14 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning 30 feet South and 281 feet West of the Northeast corner of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 26, Township 72, Range 14; thence South 150 feet; thence West 50 feet; thence North 150 feet; thence East 50 feet to the place of beginning.

Be and the same is hereby changed from its present zoning classification of "C-1" Neighborhood Commercial District to "C-2" Community Commercial District.

SECTION 2

The official zoning map of the City of Ottumwa, Iowa duly designated as such, and on file in the office of the City Clerk and the Wapello County Recorder, is hereby amended and changed to conform to this ordinance and the City Clerk, pursuant to Section 38-30 of the Zoning Ordinance #3088-2015, as amended, is hereby directed to record a certified copy of this said ordinance with the Wapello County Recorder and attach a certified copy of this said ordinance to the official zoning map.

SECTION 3

This ordinance shall be in full force and effect, from and after its passage, adoption and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION 4

When this ordinance is in effect, it shall automatically supplement, amend and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

Passed on its first consideration on the 2nd day of May, 2023.

Passed on its second consideration on the 16th day of May, 2023.

Requirement of consideration and vote at two prior council meetings suspended on the _____ day of _____, 2023.

Final passage and adoption on the _____ day of _____, 2023.

CITY OF OTTUMWA, IOWA

Richard W Johnson, Mayor

___ No action taken by Mayor.

___ Vetoed this _____ day of _____, 2023.

Richard W Johnson, Mayor

___ Repassed and adopted over the veto this _____ day of _____, 2023.

___ Veto affirmed this ___ day of _____, 2023 by failure of vote taken to repass.

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

ATTEST:

Chris Reinhard, City Clerk

#5004



Planning and Development
City Hall; Room 204
105 East Third Street
Ottumwa, IA 52501

APPLICATION TO REZONE PROPERTY		
APPLICANT INFORMATION		
Name: Joshua Kirby		
Phone: 641-226-4206		
Address: 910 W Walnut		
City: Bloomfield	State: IA	ZIP Code: 52537
E-mail: Kirbywrecker service@gmail.com		
PROPERTY INFORMATION		
Business Name: Kirby Wrecker Service LLC		
Proposed Property Use: Towing and roadside assistance and vehicle storage		
Property Manager (If different from applicant):		
Address: 1508 Albia Road		
City: Ottumwa	State: IA	ZIP Code: 52501
E-mail:		
REZONE INFORMATION		
Current Zoning Classification C1		
Requested Zoning Classification C2		
SIGNATURES		
I authorize the verification of the information provided on this form and have attached all required documentation.		
Signature of applicant: <i>Joshua Kirby</i>		Date: 4/10/23

Submittal Checklist

- Full Legal Description(Deed)
- List of all property owners within 200 feet radius of property
- Letter to the Plan Commission "Why you want the property rezoned"
- Application fee(Non-refundable) \$300.00
- Site Plan

Planning and Zoning Commission and Council

Kirby Wrecker Service LLC. Is requesting rezoning to C2 for the commercial property located at 1508 Albia Rd Ottumwa, IA currently zoned as C1. The reason for this request is to allow the company to fully fulfill its job requirements. Part of those requirements is to have the ability to store vehicles in an impound lot securely. Which the C1 zone prohibits that.

Kirby Wrecker Service is an established Towing and Roadside business in Bloomfield Iowa since 2020. We strive to serve the public and law enforcement with 24/7 dependable services. The need for our services in the Ottumwa community have become very demanding over the past few years. So, after a long search we acquired the property off Albia Rd to expand our business to be of better service. We have included a site map with our goals to improve the property which includes new privacy fencing, accommodation to serve the public and updates to the existing structures. All improvements will be made in compliance with the ordinances of the city and Iowa code.

We have reached out to the surrounding property owners for concerns about our adjustments to the property, as well as provide information about the type of business we will be conducting. In this we all agreed that the suggested adjustments to the property would help deter criminal activity and visually improve the area that we all share.

As for all stored vehicles on this property if granted, said vehicles will always be concealed from public view and will not be on the property for more than 30 days at a time. Once the stored vehicles have exceeded the 20-day storage limit they will be removed from the property. The property will not be used for any repairs or parting of vehicles of any kind. It will be used solely to conduct the towing needs of Ottumwa and store impounded vehicles. Thank you for your consideration.

Sincerely, *Joshua Kirby*
Owner

SITE PLAN

1508 Albia Rd

Ottumwa, IA 52501

Parcel ID: 007417540273000

Lot area: 0.17 Acres

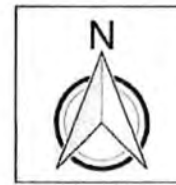
Parcel ID: 007417540269000

Lot area: 0.34 Acres

Parcel ID: 007417540181000

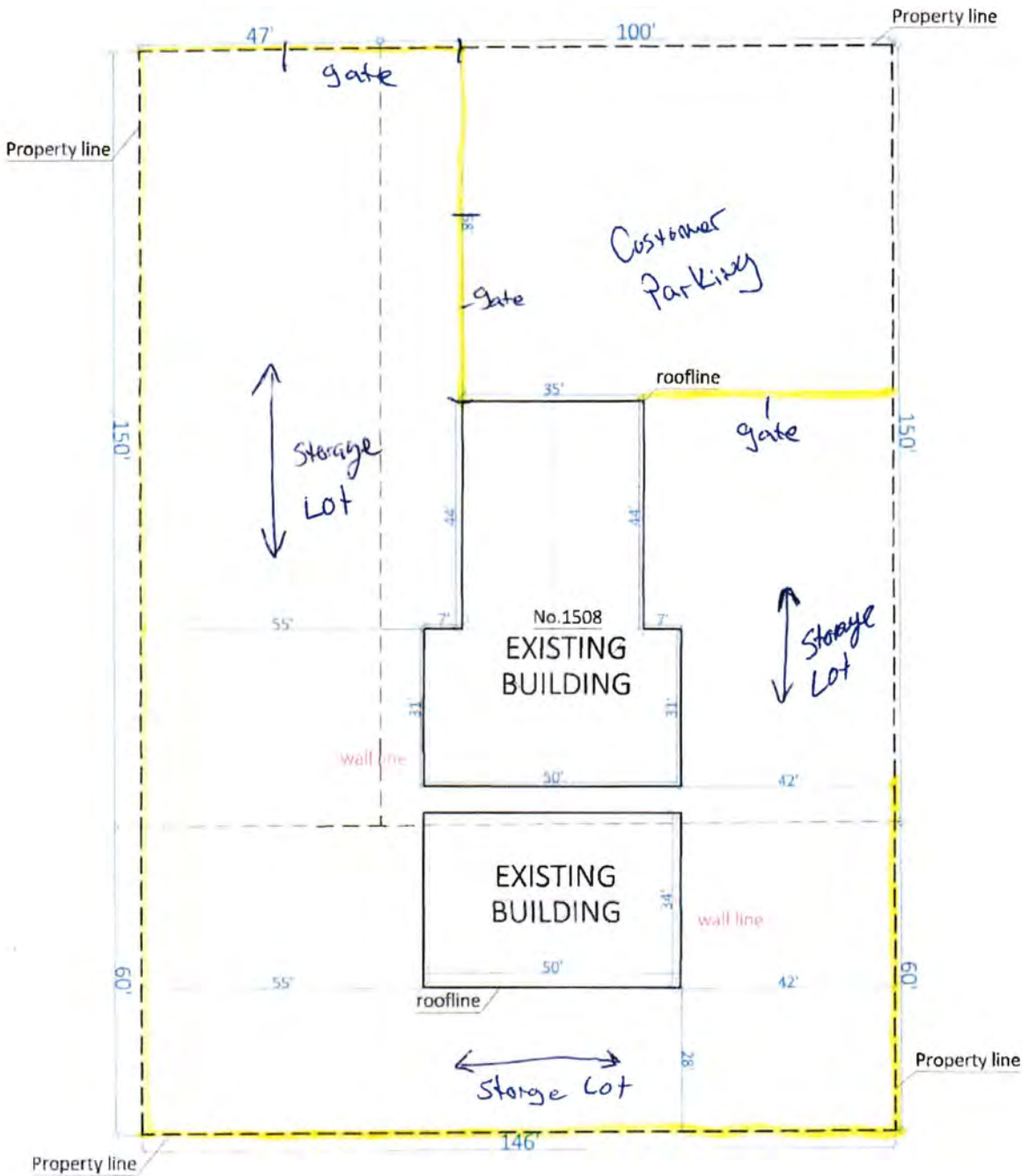
Lot area: 0.21 Acres

Paper Size: 11"x17"



scale 1"=20'

Albia Rd





100-120 cars
Red - Fence

received
5-10-23 3pm

CITY OF OTTUMWA

Staff Summary


**** ACTION ITEM ****

Council Meeting of: May 16, 2023

Police
Department

Lt. Mickey Hucks

Prepared By


Department Head

City Administrator Approval

AGENDA TITLE: Consideration of grant application to the Bureau of Justice Assistance to participate in the 2023 Bulletproof Vest Partnership Program.

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

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

RECOMMENDATION: To authorize the submission of the grant over the Internet and authorize the Mayor or Chief of Police to sign any related documents as may be required.

DISCUSSION: Bulletproof vests have a life span of five years. As a result, the Department currently budgets for the purchase vests per year depending on the need. This grant will cover purchases made between April 1, 2022 and August 31, 2024.

The Bureau of Justice Assistance has established the Bulletproof Vest Partnership Program in order to assist law enforcement agencies with purchasing bulletproof vests for their officers. The program will reimburse up to 50% of the cost of vests after they have been purchased. The actual percentage of reimbursement will be determined at a later date and will depend upon the number of total applications. The application and

Source of Funds: 001-1-110-6627

Budgeted Item:

Budget Amendment Needed: No

reimbursement process is conducted over the Internet. The application will request five (14) vests in the amount of \$16,800 for a possible reimbursement of \$8,400. The application must be submitted online by 6:00 p.m. (Eastern Time), June 26, 2023.

MANAGE APPLICATION



Listed below is each of the vests which you included in your application. You may view, change or delete the information shown for each type of vests listed by clicking on its 'Model Name'. To add more vests to your application, please select the "Add Vests To Application" button. If all information is correct, please select the "Proceed To Submit Application" button to continue with the application process.

APPLICATION PROFILE

Participant	OTTUMWA CITY
Fiscal Year	2023
Number of Agencies Applied	1
Total Number of Officers for Application	40
Number of Officers on Approved Applications	40

REVIEW AND APPROVE

Fiscal Year 2023

Vest Replacement Cycle ⓘ 5

Number of Officers 40

Number of Emergency Replacement Needs ⓘ Number of Stolen or Damaged 0

Number of Officer Turnover 0

REVIEW AND UPDATE APPLICATION

Vests for 2023 Regular Fund

Model Name	Quantity	Specification	Gender	Unit Price	Total Cost
- RZRG2-A-III A	14	III A	N	\$1,200.00	\$16,800.00
Extended Cost: \$16,800.00					
Tax/S&H: \$0.00					
+ Grand Totals	14				\$16,800.00

4/27/23, 3:00 PM

Jurisdiction's Handbook

PROCEED TO REVIEW APPLICATION

ADD VESTS TO APPLICATION

received
5/11/23 10:00 AM

Item No. H.-2.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 16, 2023

Finance
Department

Prepared By
Waseem Nisar
Department Head


City Administrator Approval

AGENDA TITLE: Authorizing the Finance Director to solicit Request for Proposals regarding general audit services.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the Finance Director to proceed with issuing RFP's related to audit services for the City of Ottumwa.

DISCUSSION: On March 31 staff received notification that Anderson Larkin was ceasing its services related to the audit of city finances. Staff had reached out to the firm to see if they would reconsider and on April 24, staff received confirmation they were not able to continue at this time. Alternatively, they offered a few firms who complete audit services. Staff has prepared a Request For Proposal (RFP) utilizing a state approved model and sample from Mason City. Upon authorization by the City Council, RFP swill be released to solicit a new audit firm to complete an audit of the City's finances for fiscal years 2023-27.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

received
5/11/23 10:00am

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 16, 2023

Administration
Department

Edward Wilson
Prepared By
Phil Rath
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No 69-2023 Approve Change Orders #1-4 and accept work as final and complete for the replacement of the City's Phone System

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 #69-2023

DISCUSSION: On March 16, 2021 a revised contract with Marco Technologies, LLC to update the city's phone system was approved. The contract amount at that time was \$122,933.64 and was paid out of the capital projects fund. The project is completed and the work has been reviewed by staff. There were a few change orders that were realized during the installation of the hardware. Staff is requesting these change orders are accepted and the project is officially closed out. The work has been completed, reviewed, and invoices paid.

The following is an accounting of the change orders during the project:

- *Change order #1 modified which phones are provided based on product availability.
- *Change order #2 added an addition proxy server for better security.
- *Change order #3 adds additional licenses for recording phone lines at the PD.
- *Change order #4 adds an additional phone at Bridge View.

In addition to the preceding change orders, freight charges were not included in the contract and was billed at actual cost. While reviewing the contract, an error was identified related to the Audiocodes Service and Support resulting in a reduction. Finally, during the implementation of the system we ran out of contracted hours resulting in the additional charge for Professional Services (PSP Overage) to complete the project. The total adjusted project costs was \$7,808.09, which accounts for 6.35% of the original project cost.

Original Contract	122,933.64
Phone Changes CO1	1,347.00
Proxy Server CO2	213.60
Add Licensing CO3	1,170.00
Add Bridgeview Phone CO4	403.20
Freight Charges	518.06
Support Adjustment on Audiocodes	-425.00
PSP Overage	4,581.23
Total	130,741.73

RESOLUTION NO. 69-2023

**RESOLUTION APPROVING CHANGE ORDERS #1-4 AND ACCEPTING THE
WORK AS FINAL AND COMPLETE FOR THE
REPLACEMENT OF THE CITY'S PHONE SYSTEM**

WHEREAS, on March 16, 2021 the City of Ottumwa entered into a contract with Marco Technologies, LLC for a phone system upgrade for a contracted amount of \$122,933.64; and

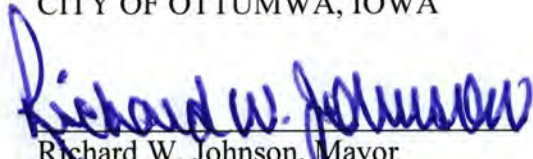
WHEREAS, during the completion of the project certain revisions to the original scope were identified including four change orders in the amounts of \$1,347; \$213.60; \$1,170.00; and \$403.00 as well as freight charges of \$518.06, additional labor at \$4,581.23 and an adjustment (\$425.00) totaling \$7,808.09; and

WHEREAS, the total new contract sum is \$130,741.73 and the project has been completed in accordance with the plans and specifications and reviewed by staff.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, THAT: the above mentioned change orders and cost adjustments for this project are hereby approved and the project to replace the city's phone system is hereby accepted as complete.

APPROVED, PASSED AND ADOPTED, this 16th day of May, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

March 10, 2021

PROPOSAL FOR
CITY OF OTTUMWA
ED WILSON

Prepared By:


Paul Schut
Technology Advisor
515-473-7127
paul.schut@marconet.com

Document Number: 094644

 **MANAGED SERVICES**

 **AUDIO VISUAL**

 **COPIERS & PRINTERS**

 **BUSINESS IT SERVICES**

marco[®]

taking technology further

800.847.3098 • MARCONET.COM



IT - RFP - On Prem Phone System -- CITY OF OTTUMWA



Prepared by:

Marco - Des Moines
Paul Schut
515-473-7127
paul.schut@marconet.com

Prepared for:

CITY OF OTTUMWA
105 E. Third Street
Ottumwa, IA 52501
Ed Wilson
641.683.0679
wilson@ci.ottumwa.ia.us

Ship To:

CITY OF OTTUMWA
105 E 3RD ST
OTTUMWA, IA 52501-2904
Ed Wilson
641.683.0679
wilson@ci.ottumwa.ia.us

Quote Information:

Quote #: 094644
Version: 3
Date Issued: 03/10/2021
Expiration Date: 02/26/2021
Special Pricing Program:
NJPA

Products

Description	One-Time	Qty	Ext. One-Time
This quote is based on the Mitel Sourcewell contract #022719-MBS			
City Hall Secondary			
MiVoice Border Gateway Virtual	\$150.00	1	\$150.00
MiVoice Business Virtual for Enterprise	\$897.00	1	\$897.00
MiVoice Business SIP Trunks x10	\$540.00	4	\$2,160.00
Law Center Primary			
MiVoice Border Gateway Virtual	\$150.00	1	\$150.00
MiCollab Virtual Appliance	\$597.00	1	\$597.00
MiVoice Business Virtual for Enterprise	\$897.00	1	\$897.00
SIP TRUNKING CHANNEL PROXY	\$30.00	50	\$1,500.00
SRC Single License	\$54.00	5	\$270.00
SRC Licenses x10	\$464.40	1	\$464.40
MiVoice Business SIP Trunks x10	\$540.00	4	\$2,160.00
User Licenses			
MiVoice Bus License - Enterprise User	\$105.00	23	\$2,415.00
UCCv4.0 Entry User for MiVoice Bus x50	\$5,610.00	2	\$11,220.00
UCCv4.0 STND User for MiVoice Bus x50	\$8,280.00	1	\$8,280.00
MiCb NPUM Mailbox Calldir x1	\$24.00	2	\$48.00
Endpoints			
TA7102 (NA)	\$101.40	8	\$811.20
TA7108 (NA)	\$323.40	2	\$646.80
RFP 12 Single Cell Base Station (NA)	\$160.00	2	\$320.00
DECT 112 Case and belt clip	\$25.00	10	\$250.00
112 DECT Phone, Universal (w/Charger)	\$160.00	10	\$1,600.00
6920 IP Phone	\$177.00	31	\$5,487.00



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

Mitel MiVoice 6930 IP Phone - Wall Mountable, Desktop - Black - VoIP - Speakerphone - 2 x Network (RJ-45) - USB - PoE Ports - Color	\$246.00	81	\$19,926.00
Mitel 6940 IP Phone - Cordless - Corded - Bluetooth - VoIP - Speakerphone - 2 x Network (RJ-45) - USB - PoE Ports - Color - SIP Protocol(s)	\$330.00	22	\$7,260.00
6970 Ext Microphones (2-pack)	\$177.00	2	\$354.00
Mitel MiVoice 6970 IP Conference Station - Corded/Cordless - Bluetooth - VoIP - USB - PoE Ports - Color	\$495.00	5	\$2,475.00
Public Sector Competitive Discount	(\$11,391.40)	1	(\$11,391.40)
HP Servers for Mitel Systems			
HP Server	\$2,647.00	2	\$5,294.00
HP DL160 G10 Rackmount Server <ul style="list-style-type: none"> • Intel Xeon Silver 4208 8-Core 2.10GHz • 16GB RAM • (2) - 2TB SATA SFF Drive • 500W Main and Redundant Power Supply and power cords • S100i SATA Smart Array Controller • 8GB MicroSD USB Kit • iLO Advanced License w/1-year support • HPE 3-year Foundation Care NBD • HPE 3-Year NBD Warranty 			
VoIP 4 Port FXO Gateway	\$1,225.00	1	\$1,225.00
<i>Requires static IP address</i>			
AudioCodes VoIP 4 Port FXO Gateway		1	
AudioCodes VoIP Gateway - 4 port FXO - Used to bring analog lines into the UCaaS platform. Up to 4 analog lines.			
AudioCodes Service/Support - 1 Year - Service - 24 x 7		10	
AudioCodes Service/Support - 1 Year - Service - 24 x 7 - Maintenance - Labor - Electronic and Physical Service			

Subtotal: \$65,466.00

5 Years of Maintenance

Description	One-Time	Qty	Ext. One-Time
This quote is based on the Mitel Sourcewell contract #022719-MBS			
Software Assurance			
Mitel Standard Software Assurance - 5 Year - Service - 8 x 5 - Technical - Electronic	\$318.60	1	\$318.60
SWA Std 5y MiV BG System	\$63.60	1	\$63.60
Mitel Standard Software Assurance - 5 Year - Service - 8 x 5 - Technical - Electronic	\$318.60	1	\$318.60
Mitel Standard Software Assurance - 5 Year - Service - 8 x 5 - Technical - Electronic	\$28.20	23	\$648.60
Mitel Standard Software Assurance - 5 Year - Service - 8 x 5 - Technical	\$15.60	50	\$780.00



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

SWA Std 5y MiV BG SRC Tap	\$15.60	15	\$234.00
SWA Std 5y MiV BG System	\$63.60	1	\$63.60
SWA Std 5y MiCollab System	\$255.00	1	\$255.00
Mitel Standard Software Assurance - 5 Year - Service - 8 x 5 - Technical	\$9.00	2	\$18.00
Mitel Standard Software Assurance - 5 Year - Service - 8 x 5 - Technical	\$30.90	100	\$3,090.00
Mitel Standard Software Assurance - 5 Year - Service - 8 x 5 - Technical	\$56.70	50	\$2,835.00
Marco Managed Voice - Five (5) Year - 8 X 5 Standard	\$19,700.00	1	\$19,700.00
Marco Managed Voice 5 Year Discount	(\$3,200.00)	1	(\$3,200.00)

Subtotal: \$25,125.00

Professional Services Labor

Description	One-Time	Qty	Ext. One-Time
Marco Professional Services - T&M - Block Time Agreement - Estimate	\$35,936.27	1	\$35,936.27
Professional services labor will be procured via a Marco PSP at a 10% discount			

Subtotal: \$35,936.27

Mitel MiVoice Business-PSE

ABOUT THIS PROFESSIONAL SERVICES ENGAGEMENT

In addition to the Professional Service Engagement Agreement located at www.marconet.com/legal/business-it-product-agreements/professional-service-engagement-agreement, the following applies to this Professional Service Engagement:

ENGAGEMENT OVERVIEW - DESIRED GOALS AND OUTCOMES - CURRENT SITUATION

Customer issued an RFP to replace the current Centrex lines throughout the city with Lumen. Marco will be installing a MiVoice Business solution that will be completely virtual with SIP trunks.

ENGINEERING - DESCRIPTION OF SERVICES AND DELIVERABLES

The following solution will be considered "in-scope" for the purposes of this engagement:

- Marco project manager will work with Customer to design a system database including dial plans, call flows, hunt groups, auto attendants and trunks.
 - Weekly meetings are included for up to 12 hours max.
 - 10 design meetings are included.
- Marco will be supplying HP servers that VMware will be loaded onto.
 - Customer will create the following servers in Law Center data center.
 - MiVoice Business
 - MiCollab
 - Mitel Border Gateway - SIP
 - Customer will create the following servers in City Hall data center.
 - MiVoice Business
 - Mitel Border Gateway - SIP
- Phones



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

- Phones will be primarily programmed on Law Center and resilient to City Hall.
- Phones will be programmed with key templates.
- Customer will be installing/placing the desk phones.
- Marco will be programming the 10 - 112 dect phones. There are two bases for all 10 phones. Therefore the the phones must all be used near the two bases.
- ATA's
 - Marco has included 8 - TA7102's and 2 - TA7108's.
 - Marco will be programming and connecting. Customer to provide the locations for each.
 - Note: These ports are not to be used by fax machines or modems.
- Trunks
 - Customer will be getting sip trunks primary at the Law Center and Secondary at the City Hall.
 - Each location will have 40 sessions.
 - Customer will also be providing 2 Analog trunks at Law Center. These will be connected to an Audiocodes FXO gateway and into the Mitel MiVoice Business at the law location for backup purposes.
- E911
 - Customer must subscribe to E911 services with the Telephone company. This is to include DID's for each E911 location.
 - Customer to provide a list that shows the location of each telephone.
 - Marco will setup E911 for each location based on the extension of the phone.
- Dynamic Extension
 - Marco will setup Dynamic extension for 150 users.
- Music on hold
 - Customer to supply music on hold source.
- MiCollab
 - Voicemail
 - Marco will setup a voicemail box for each user.
 - Marco will setup Unified messaging for each user in the MiCollab NuPoint.
 - Customer will need to setup a super user account to authenticate for unified messaging. This will require the email administrator to create.
 - MiCollab Client
 - Customer must supply a SSL Certificate.
 - Customer must set up DNS.
 - Marco will setup MiCollab client for up to 150 users.
 - Marco will setup MiCollab Mobile client for users that require it. Up to 50 users.
 - Softphone's
 - Marco has included setup for 50 Softphones.
 - Customer to provide all headsets
 - Marco will work with customer to deploy 2 clients.
 - Customer will be responsible for deploying remaining clients.
 - Below are each of the Client requirements.



Table 19: MiCollab for PC Client Requirements

Component	Requirement	Version
Central Processing Unit (CPU)	2.0 GHz or faster	Dual core
Available Hard Disk Space	300 MB free hard disk space	
Random Access Memory (RAM)	8 GB or more recommended)	
Operating System	Microsoft Windows 7 SP1	Professional/Enterprise/Ultimate 32 or 64-bit
	Microsoft Windows 10 Anniversary Update or later	32 or 64-bit
Thin Clients	Citrix® XenApp® Client	7.14

Table 20: MiCollab MAC Desktop Client Requirements

Component	Requirement	Version
Central Processing Unit (CPU)	1.6 GHz or faster	Dual core
Available Hard Disk Space	100 MB free hard disk space	
Random Access Memory (RAM)	2 GB RAM minimum (4 GB or more recommended)	
Network Interface Card (NIC)	Full duplex 10/100/1000 Mbps (100 Mbps full duplex recommended)	
Sound Card	Full duplex	
Operating System (OS)		10.10 or later

MiCollab Web Client requirements

The MiCollab Web Client provides remote access to a subset of MiCollab Client features from one of the following supported computer Web browsers:

- Microsoft Internet Explorer® 11
- Mozilla® Firefox® latest version
- Apple® Safari latest version
- Google Chrome™ latest version

MiCollab for Mobile for requirements

MiCollab for Mobile is a stand-alone client that users install on their mobile device. MiCollab for Mobile provides an integrated environment in which you can communicate with corporate contacts, and access and manage visual voice mail and call history.

MiCollab for Mobile is supported on the following devices:

Device	Requirement
Android	OS version 5.0 or later version
iPhone	OS version 10.3 or later version

MiVoice Border Gateway on MiCollab Server

- Marco will setup the Mitel Border Gateway
- Customer will need to setup one public IP address for this server.
- Customer will need to setup one private IP address
- Customer will need to supply a SSL certificate for this server.
- Customer will need to supply public DNS for this server.
- This will allow connectivity of remote IP phones, MiCollab client, Mobile client off network.

- Mitel Border Gateway - 2 - SIP Proxy
 - Marco will be setting up a MBG at both locations for use to connect to the SIP trunk provider.



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

- Each MBG will need two vNIC's to support the connection to the SIP carrier.
- Customer may need to provide Public IP addresses depending on how the sip trunks are being delivered.
- Secure Recording Connector/Call Recording
 - Marco will setup SRC on the MiCollab MBG
 - Customer has an Eventide NexLog Call Recording system for the Law center.
 - Marco has included 15 SRC licenses to allow up to 15 phones to be recorded.
 - Customer will need to coordinate with Eventide vendor to integrate to the Mitel.
- Training
 - Marco has included 8 hours of training.
 - Please see section below for training details.
- Phases
 - Marco has included a one phase cutover. If additional phases are needed the can be added on a billable basis.
- Travel
 - Project management and design will be performed remotely.
 - Engineer's time may be remote and/or onsite.
- Networking:
 - Unless specifically included in the Scope of work above, the customer is required to complete the configuration of:
 - Project related DNS entries
 - SSL Certificates
 - DHCP Scopes
 - Voice VLANs and required IP Subnets
 - LAN and WAN Quality of Service
 - Work with data circuit provider to ensure proper bandwidth and QoS markings
 - POE
- If Marco Data Network support is needed to configure VoIP Readiness or troubleshoot Audio Quality those services will be billab outside of the project at \$200/hr.

Marco End User Training

If Marco training has been included with this project the following guidelines are followed.

- Available in half or full day increments.
- Available time will be used for:
 - Custom end user training material creation.
 - Onsite or remote training.
 - Remote training
 - Via Webex or similar collaboration
 - Setup time
 - Training end users
 - Onsite training
 - Travel
 - Setup time
 - Training end users
- Actual classes and subjects will be mutually agreed upon by Marco training specialist and Customer.
- Minimum participants in one training class is 3. Maximum 15.

Admin Training is not covered in these courses.

911 Dialing



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

Marco pre-configures all telephone systems to directly initiate a call to 9-1-1. This means that users must dial 911 directly without dialing any additional digit, code, prefix, or post-fix, including any trunk-access code such as the digit "9". Client agrees to educate its users as to this method of dialing 911. The configuration also requires notification of all 911 calls to at least one local user. Client shall provide the local user who shall receive such notifications.

■ COORDINATION - DESCRIPTION OF SERVICES AND DELIVERABLES

Tasks and deliverables for our Coordination Team are located at www.marconet.com/legal/business-it-product-agreements/professional-service-engagement-agreement

■ CLIENT RESPONSIBILITIES

Customer is responsible for all network requirements, Design input, phone placement and SIP carrier.

■ SERVICES ASSUMPTIONS, EXCLUSIONS, AND NOTES



Quote Summary - One-Time Expenses

Description	Amount
Products	\$65,466.00
5 Years of Maintenance	\$25,125.00
Professional Services Labor	\$35,936.27
Total: \$126,527.27	

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$126,527.27

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) ("Terms and Conditions") which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products. If the parties have negotiated changes to the Terms and Conditions, the modified version(s) of an such Terms and Conditions, that have not expired or been terminated, shall control.
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.

Marco Technologies, LLC

CITY OF OTTUMWA

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Prepared for: Ed Wilson _____
 Signature: _____
 Signed by: _____
 Title: _____
 Date: _____
 PO Number: _____
 Email Address: _____



IT - PSP -- CITY OF OTTUMWA



Prepared by:
Marco - Des Moines
Paul Schut
515-473-7127
paul.schut@marconet.com

Prepared for:
CITY OF OTTUMWA
105 E 3RD ST
OTTUMWA, IA 52501-2904
Ed Wilson
641.683.0679
wilson@ci.ottumwa.ia.us

Quote Information:
Quote #: 099120
Version: 3
Date Issued: 03/10/2021
Expiration Date: 03/31/2021

■ Preferred Service Agreement (PSP)

Description	Price	Qty	Ext. Price
Preferred Service Plan Product Agreement			
Marco - Data - Preferred Services Agreement (PSP) - Total Investment	\$35,936.27	1	\$35,936.27
Marco - Data - Preferred Services Agreement (PSP) - DISCOUNT	(\$3,593.63)	1	(\$3,593.63)
		Subtotal:	\$32,342.64



Quote Summary - One-Time Expenses

Description	Amount
Preferred Service Agreement (PSP)	\$32,342.64
Total:	\$32,342.64

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, any Product Agreement(s) referred to herein, and applicable policy(ies) ("Terms and Conditions") which are located at www.marconet.com/legal for the Products it is obtaining as identified in this Schedule of Products. If the parties have negotiated changes to the Terms and Conditions, the modified version(s) of an such Terms and Conditions, that have not expired or been terminated, shall control.
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- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.

Marco Technologies, LLC

CITY OF OTTUMWA

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: Ed Wilson
Date: _____

June 8, 2021

PROPOSAL FOR
CITY OF OTTUMWA
EDWARD WILSON

Prepared By:

Paul Schut
Technology Advisor
515-473-7127
paul.schut@marconet.com

Document Number: 109094

-  **MANAGED SERVICES**
-  **AUDIO VISUAL**
-  **COPIERS & PRINTERS**
-  **BUSINESS IT SERVICES**

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IT - PSE94644 - CO - Phones -- CITY OF OTTUMWA



Prepared by:
Marco - Des Moines
Paul Schut
515-473-7127
paul.schut@marconet.com

Prepared for:
CITY OF OTTUMWA
105 E. Third Street
Ottumwa, IA 52501
Edward Wilson
641.683.0679
wilson@ci.ottumwa.ia.us

Ship To:
CITY OF OTTUMWA
105 E 3RD ST
OTTUMWA, IA 52501-2904
Edward Wilson
641.683.0679
wilson@ci.ottumwa.ia.us

Quote Information:
Quote #: 109094
Version: 1
Date Issued: 06/08/2021
Expiration Date: 07/08/2021
Job Number: PSE94644
Special Pricing Program: NJPA

■ Phones - Added

Description	One-Time	Qty	Ext. One-Time
Mitel 6920 IP Phone	\$177.00	13	\$2,301.00
Mitel 6930T IP Phone	\$279.00	68	\$18,972.00
Subtotal:			\$21,273.00

■ Phones - Removed

Description	One-Time	Qty	Ext. One-Time
Mitel MiVoice 6930 IP Phone - Wall Mountable, Desktop - Black - VoIP - Speakerphone - 2 x Network (RJ-45) - USB - PoE Ports - Color	\$246.00	-81	(\$19,926.00)
Subtotal:			(\$19,926.00)



Quote Summary - One-Time Expenses

Description	Amount
Phones - Added	\$21,273.00
Phones - Removed	(\$19,926.00)
Total:	\$1,347.00

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$1,347.00

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
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Marco Technologies, LLC

CITY OF OTTUMWA

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Prepared for: Edward Wilson _____
 Signature: _____
 Signed by: _____
 Title: _____
 Date: _____
 PO Number: _____
 Email Address: _____

October 28, 2021

PROPOSAL FOR
CITY OF OTTUMWA
EDWARD WILSON

Prepared By:

Paul Schut
Technology Advisor
515-473-7127
paul.schut@marconet.com

Document Number: 119925



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IT - PSE94644 - CO - vMBG -- CITY OF OTTUMWA



Prepared by:
Marco - Des Moines
Paul Schut
515-473-7127
paul.schut@marconet.com

Prepared for:
CITY OF OTTUMWA
105 E 3RD ST
OTTUMWA, IA 52501-2904
Edward Wilson
641.683.0679
wilson@ci.ottumwa.ia.us

Quote Information:
Quote #: 119925
Version: 1
Date Issued: 10/28/2021
Expiration Date: 11/26/2021
Job Number: PSE94644
Special Pricing Program:
NJPA

Virtual Mitel Border Gateway

Description	One-Time	Qty	Ext. One-Time
<i>Mitel Software Assurance Pricing based on Mitel Government NJPA/SOURCEWELL contract #022719-MBS</i>			
Mitel MBG Virtual Appliance Base S/W	\$150.00	1	\$150.00
SWA Std 5y MiV BG System	\$63.60	1	\$63.60
	Subtotal:		\$213.60

Professional Services Labor

Description	One-Time	Qty	Ext. One-Time
Marco Professional Services - T&M - Estimate	\$300.00	1	\$300.00
	Subtotal:		\$300.00



Quote Summary - One-Time Expenses

Description	Amount
Virtual Mitel Border Gateway	\$213.60
Professional Services Labor	\$300.00
Total:	\$513.60

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$513.60

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	



SCHEDULE A - SCHEDULE OF PRODUCTS TO PRODUCT AGREEMENT(S)

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- Payments made via credit card are subject to a 3% surcharge.
- A \$30 fee will be assessed for any returned payment

Marco Technologies, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

CITY OF OTTUMWA

Prepared for: Edward Wilson _____

Signature: _____

Signed by: _____

Title: _____

Date: _____

PO Number: _____

Email Address: _____

January 25, 2022

PROPOSAL FOR
CITY OF OTTUMWA
EDWARD WILSON

Prepared By:

Paul Schut
Technology Advisor
515-473-7127
paul.schut@marconet.com

Document Number: 124861



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IT - PSE94644 - CO - Add SRC, Teleworker and SIP Proxy licenses -- CITY OF OTTUMWA



Prepared by:
Marco - Des Moines
Paul Schut
515-473-7127
paul.schut@marconet.com

Prepared for:
CITY OF OTTUMWA
105 E. Third Street
Ottumwa, IA 52501
Edward Wilson
641.683.0679
wilson@ci.ottumwa.ia.us

Ship To:
CITY OF OTTUMWA
105 E 3RD ST
OTTUMWA, IA 52501-2904
Edward Wilson
641.683.0679
wilson@ci.ottumwa.ia.us

Quote Information:
Quote #: 124861
Version: 2
Date Issued: 01/25/2022
Expiration Date: 02/12/2022
Job Number: PSE94644
Special Pricing Program:
NJPA

■ Products

Description	One-Time	Qty	Ext. One-Time
This quote is based on the Mitel Sourcewell contract #022719-MBS			
MITEL SIP TRUNKING CHANNEL PROXY MBG (EDI)	\$30.00	30	\$900.00
MITEL SECURE RECORDING CONNECTOR SINGLE LICENSE (EDI)	\$54.00	5	\$270.00

Subtotal: **\$1,170.00**



Quote Summary - One-Time Expenses

Description	Amount
Products	\$1,170.00
Total: \$1,170.00	

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$1,170.00

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	




Approval

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Marco Technologies, LLC

CITY OF OTTUMWA


Signature: 

Name: Paul Schut

Title: Technology Advisor

Date: 01/25/2022

Prepared for: Edward Wilson

Signature: 

Signed by: Edward Wilson

Title: IT Director

Date: 1/25/2022 1:53:15 PM

PO Number: _____

IP Address: 74.124.253.122

Email Address: wilsone@ottumwa.uc

March 25, 2022

PROPOSAL FOR

CITY OF OTTUMWA

EDWARD WILSON

Prepared By:

Paul Schut

Technology Advisor

515-473-7127

paul.schut@marconet.com

Document Number: 130282



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IT - PSE94644 - CO - Mitel 6920 Bridgeview Phone -- CITY OF OTTUMWA



Prepared by:

Marco - Des Moines

Paul Schut
515-473-7127
paul.schut@marconet.com

Prepared for:

CITY OF OTTUMWA

105 E 3RD ST
OTTUMWA, IA 52501-2904
Edward Wilson
641.683.0679
wilson@ci.ottumwa.ia.us

Quote Information:

Quote #: 130282

Version: 2
Date Issued: 03/25/2022
Expiration Date: 04/23/2022
Job Number: PSE94644
Special Pricing Program:
NJPA

Mitel 6920 IP Phone for Bridgeview

Description	One-Time	Qty	Ext. One-Time
Mitel Pricing below is based on Mitel Government NJPA/SOURCEWELL contract #022719-MBS			
Mitel 6920 IP Phone	\$195.00	1	\$195.00
UCCv4.0 STND User for MiVoice Bus x1	\$195.00	1	\$195.00
SWA Std 1y UCC Std MiVB	\$13.20	1	\$13.20

Subtotal: \$403.20



Quote Summary - One-Time Expenses

Description	Amount
Mitel 6920 IP Phone for Bridgeview	\$403.20
Total:	\$403.20

Payment Options

Description	Payments	Interval	Amount
One-Time Payment			
One-Time Payment	1	One-Time	\$403.20

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	



Approval

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Marco Technologies, LLC

CITY OF OTTUMWA

Signature: _____

Prepared for: Edward Wilson _____

Name: _____

Signature: _____

Title: _____

Signed by: _____

Date: _____

Title: _____

Date: _____

PO Number: _____

Email Address: _____

received
5.11.23 4:30pm

Item No. I.-2.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of May 16, 2023

Engineering
Department

Larry Seals
Prepared By
Larry Seals

Department Head

PJ

City Administrator Approval

AGENDA TITLE: Resolution #81-2023. Approving Change Order #3 and accepting the work as final and complete and approving the Final Pay Request for the Milner Street Reconstruction Project.

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution #81-2023.

DISCUSSION: This project consisted of full-depth, full-width reconstruction of Milner Street from Mary to Burrhus. This project includes replacement of ADA sidewalks at intersections as required, storm and sanitary sewer improvements, water main replacement and grade work for a future multi-use trail corridor on the east side from Mary Street to Richmond Ave.

Change Order #3 decreases the contract sum by \$117,342.47 for the decrease of quantity adjustments. The final contract sum is \$2,396,206.35.

Original Contract:	\$	2,492,052.72
Change Order #1:	\$	13,001.05
Change Order #2:	\$	8,495.05
Change Order #3:	\$	(117,342.47)
New Contract Total:	\$	2,396,206.35

The contractor has completed the work according to the Plans and Specifications and this will release all retainage, and authorize final payment.

Funding:		Final:	
City of Ottumwa:	\$1,979,057.82		\$1,861,471.45
Ottumwa Water Works:	\$ 512,994.90		\$ 534,734.90
	\$2,492,052.72		\$2,396,206.35

Source of Funds: STBG/SWAP, ESRP Budgeted Item: Yes Budget Amendment Needed: No

Budgeted

	Funding Amount
Funding Sources-Entire Project	
Estimated Construction Cost	\$ 2,750,000
STBG/SWAP	\$ 1,629,508
ESRP	\$ 407,377
City Budgeted	\$ 2,036,885
Ottumwa Water	\$ 512,995

Source of Funds: STBG/SWAP, ESRP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #81-2023

A RESOLUTION APPROVING CHANGE ORDER #3 AND ACCEPTING THE WORK AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST FOR THE MILNER STREET RECONSTRUCTION PROJECT

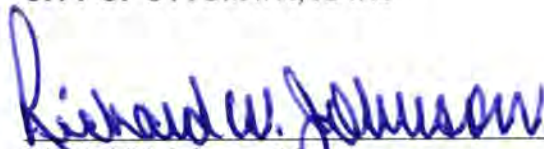
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Iowa Civil Contracting, Inc. of Victor, Iowa on April 21, 2020 for the above referenced project; and

WHEREAS, Change Order #3 decreases the contract amount by \$117,342.47 resulting in a new contract sum of \$2,396,206.35.

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 Milner Street Reconstruction Project is hereby accepted as final and complete and authorization to make final payment to Iowa Civil Contracting, Inc. of Victor, Iowa in the amount of \$7,928.12 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16th day of May, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: Milner Street Reconstruction STBG-SWAP-582 To Contractor: Iowa Civil Contracting

Change Order Number: 3

The Contract is changed as follows:

PCC Pavement Samples	<u>\$2,970.00</u>
Payment Adjustment for Pavement Thickness	<u>-\$22,569.95</u>
Liquidated Damages	<u>-\$21,000.00</u>
Contract Quantity Line Items (DOT Change Order #3)	<u>-\$14,623.11</u>
Contract Quantity Line Items (DOT Change Order #4)	<u>\$14,916.86</u>
Matching Contract and Measured Quantities for Other Line Items	<u>-\$77,036.27</u>
	<u>\$0.00</u>
Total:	(\$117,342.47)

Base bid amount \$2,492,052.72

NEW PROJECT TOTAL \$2,396,206.35

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$2,492,052.72</u>
Net change by previously authorized Change Orders	<u>\$21,496.10</u>
The Contract Sum prior to this change order	<u>\$2,513,548.82</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$117,342.47)</u>
The new Contract Sum including this change order	<u>\$2,396,206.35</u>
The Contract Time will be <u>increased</u> by	<u>15</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

DATE

Iowa Civil Contracting

CONTRACTOR

5/11/23

DATE



BY

Vice President

TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Milner Street Reconstruction

STBC PAY REQUEST NO. 13

FROM CONTRACTOR: Iowa Civil Contracting

PAY PERIOD: 8-May-23

Final

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$2,492,052.72</u>
2. Net change by Change Orders	<u>(\$95,846.37)</u>
3. Contract Sum to Date (Line 1+ Line 2)	<u>\$2,396,206.35</u>
4. Total Completed and Stored to Date	<u>\$2,396,206.35</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$2,396,206.35</u>
7. Less Previous Payments	<u>\$2,388,278.23</u>
8. Current Payment Due	<u>\$7,928.12</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: Iowa Civil Contracting

DATE: 5/11/23

BY: Mark Rhinehart

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.

AMOUNT CERTIFIED: \$7,928.12

ENGINEER/DIRECTOR OF PUBLIC WORKS _____

DATE: _____

CHANGE ORDER
For Local Public Agency Projects

No.: 3

Non-Substantial:

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 36636

Project Number: STBG-SWAP-5825(644)--SG-90

Contract Work Type: PCC Pavement - Replace

Local Public Agency: City of Ottumwa

Contractor: Iowa Civil Contracting, Inc.

Date Prepared: October 25, 2022

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

8007 - Add an item for Portland Cement Concrete Pavement Samples. Work shall be in accordance with Section 2301 of the Standard Specifications and Materials IM 346.

8008 - Add an item for Payment Adjustment Incentive/Disincentive for PF Pavement Thickness (By Schedule). Any incentive/disincentive shall be determined in accordance with Table 2301.05-1 in Section 2301 of the Standard Specifications.

8009 - Add an item for {Price Adjustment} Liquidated Damages.

0020 - Decrease quantity by 35.65 to 9800.35 CY

0030 - Increase quantity by 223.22 to 423.22 CY

0050 - Decrease quantity by 26.74 to 2848.96 CY

0070 - Decrease quantity by 283.35 to 15370.65 SY

0080 - Decrease quantity by 169.12 to 80.88 SY

0200 - Decrease quantity by 323.25 to 2681.35 SY

0210 - Decrease quantity by 98.76 to 1361.34 SY

0220 - Increase quantity by 37.91 to 465.21 SY

0240 - Increase quantity by 216.18 to 1792.78 SY

0250 - Decrease quantity by 154.0 to 1422.6 SY

B - Reason for change:

8007 - City did not have man hours available to perform samples ourselves.

8008 - Required by specification on projects with over 3500 CY of PCC Pavement.

8009 - Specified by contract.

0020, 0050, and 0070 - Moved tie in points on Williams and Finley closer to Milner Street

0030 - Encountered more unsuitable material than anticipated.

0080 - Tie in at end of first construction season was not as long as anticipated

0200 - Driveway Removal was double counted as Sidewalk Removal.

0210 - Sidewalk ramps were not required to be as long as anticipated. Some carriage walks not replaced.

0220 - Added handicap ramps at Finley and Mary Streets

0240 - Added Driveway and Alley paving at 428 S. Milner Street

0250 - Did not remove 2 driveways on Finley Ave, removed less than plan quantity on a third.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

8007 - Agreed Lump Sum Price of \$2,700.00 + 10% = \$2,970.00 / LS

8008 - Specified Unit Price of \$22,569.95 / EA

8009 - Contract Unit Price of \$1,500.00 / DAY

0020, 0050, 0030, 0070, 0080, 0200, 0210, 0220, 0240, 0250 - Contract Unit Prices

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

8007 - Estimated costs provided are in line with local companies. Estimated labor hours seem reasonable based on past experience performing this activity. The price is also below the average price (\$3,972.00) shown in the Summary of Awarded Unit Prices September 2021- August 2022. The price includes 10% prime contractor markup per Standard Specification 1109.03.B.3.

Accounting ID No.(5-digit number): _____

8008 - The amount of this line item is prescribed by formulas outlined in I.M. 346

Change Order No.: _____

8009 - Pre-established damages per day per amount shown on contract. These liquidated damages do not exceed the construction engineering costs.

E - Contract time adjustment: No Working Days added Working Days added: 15.0 Unknown at this time

Justification for selection:

6.0 days for Item 8001, Pig Water Main. Impact to schedule was unknown at the time it was added.

1.0 day to replace hydrant tops at the request of Ottumwa Water Works.

1.0 day to replace water service from curb stop to house at 207 S. Milner.

1.0 day to repair water service at 119 S. Milner.

6.0 days for moving hydrant locations and adjusting water main depth and location.

The days being added are based on actual time needed to perform the work.

F - Items included in contract:

Participating					For deductions enter as "-x.xx"			
Federal-aid	State-aid	Line Number	Item Description		Unit Price .xx	Quantity .xxx	Amount .xx	
		0020	Excavation, Class 10, Roadway and Borrow		\$9.95	-35.650	-\$354.72	
		0030	Excavation, Class 10, Waste		\$45.75	223.220	\$10,212.32	
		0050	Modified Subbase		\$36.50	-26.740	-\$976.01	
		0070	PCC Pavement, Class C, Class 3 Durability, 8 in.		\$58.20	-283.350	-\$16,490.97	
		0080	Temporary Pavement		\$85.00	-169.120	-\$14,375.20	
		0200	Removal of Sidewalk		\$4.00	-323.250	-\$1,293.00	
		0210	PCC Sidewalk, 4 in.		\$38.00	-98.760	-\$3,752.88	
		0220	PCC Sidewalk, 6 in.		\$66.50	37.910	\$2,521.01	
		0240	PCC Driveway, 6 in.		\$49.65	216.180	\$10,733.34	
		0250	Removal of Paved Driveway		\$5.50	-154.000	-\$847.00	
					Add Row	Delete Row	TOTAL	-\$14,623.11

G - Items not included in contract:

Participating					For deductions enter as "-x.xx"			
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx	
	X	8007	2301-6911722	PCC Pavement Samples	\$2,970.00	1.000	\$2,970.00	
	X	8008	2301-7000110	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR PCC PAVEMENT THICKNESS (BY SCHEDULE)	\$22,569.95	-1.000	-\$22,569.95	
		8009	6200-1108010	{PRICE ADJUSTMENT} LIQUIDATED DAMAGES	(\$1,500.00)	14.000	-\$21,000.00	
				-40,599.95				
				-40,599.95				
					Add Row	Delete Row	TOTAL	-\$40,599.95

H. Signatures

Accounting ID No.(5-digit number) _____

Agreed:

Contractor Date

Change Order No.: _____

Recommended:

Project Engineer Date

Approved:

Person in Responsible Charge Date Other (optional) Title Date

Contracting Authority (optional) Date Other (optional) Title Date

Iowa DOT Administering Office Date

Approval is contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

FHWA Concurrence:

Federal Highway Division Administration Date
(if required)

DISTRIBUTION (after fully executed on LPA projects): Original - Finance; Copies - Contractor, Project Engineer, Contracting Authority, Administering Office.

Date distributed: _____

Initials: _____

CHANGE ORDER
For Local Public Agency Projects

No. 4

Non-Substantial:

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 36636

Project Number: STBG-SWAP-5825(644)--SG-90

Contract Work Type: PCC Pavement - Replace

Local Public Agency: City of Ottumwa

Contractor: Iowa Civil Contracting, Inc.

Date Prepared: April 14, 2023

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

0090 - Increase quantity by 4261.96 to 5430.96 LBS

B - Reason for change:

0090 - The City of Ottumwa's normal construction design for sidewalk includes two #4 rebar running longitudinally 6" in from each side on a 4' wide sidewalk. This is to prevent faulting and keep the sidewalk in compliance with ADA regulations. It was discovered during construction that the quantity required to meet this desired sidewalk design requirement was inadvertently omitted in the as-bid plan sheets which resulted in the the original contract quantity for this item being much lower than what was intended. Therefore, the quantity of this item needed to be increased to meet the desired sidewalk design requirements.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

0090 - Contract Unit Price

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

E - Contract time adjustment: No Working Days added Working Days added: _____ Unknown at this time

Justification for selection:

F - Items included in contract:

Participating				For deductions enter as "-x.xx"		
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
		0090	Reinforcing Steel	\$3.50	4,261.960	\$14,916.86
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/>						TOTAL
						\$14,916.86

G - Items not included in contract:

Participating				For deductions enter as "-x.xx"			
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/>						TOTAL	

H. Signatures

Agreed: _____ Date _____
 Contractor

Recommended: _____ Date _____
 Project Engineer

Approved: _____ Date _____ Other (optional) _____ Title _____ Date _____
 Person in Responsible Charge

 _____ Date _____ Other (optional) _____ Title _____ Date _____
 Contracting Authority (optional)

 _____ Date _____
 Iowa DOT Administering Office

Approval is contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

FHWA Concurrence: _____ Date _____
 Federal Highway Division Administration
 (if required)

DISTRIBUTION (after fully executed on LPA projects): Original - Finance; Copies - Contractor, Project Engineer, Contracting Authority, Administering Office.

Date distributed: _____ Initials: _____

CITY OF OTTUMWA

Staff Summary

received
5-11-23 430p.

**** ACTION ITEM ****

Council Meeting of: May 16, 2023

Engineering Department
Department

Larry Seals
Prepared By
Larry Seals

Department Head

Pf Rk

City Administrator Approval

AGENDA TITLE: Resolution #82-2023. Approving an Amendment to the Design Contract between the City of Ottumwa and Willett Hofmann & Associates for the City Hall Improvements Project.

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

RECOMMENDATION: Pass and adopt Resolution #82-2023.

DISCUSSION: The City of Ottumwa entered into a Design Contract with Willett Hofmann & Associates on October 5, 2021.

Bids were received and rejected for the original City Hall Improvements Project. This amendment to the Design Contract will cover the professional services for Willett Hofmann for the rebidding of the City Hall Improvements Project. Willett Hofmann will be updating existing bid documents to represent the scope changes discussed and provide bidding services.

Under the amendment they will update the construction documents, coordinate the architectural and MEP plans, review updated virtual plans with the City of Ottumwa, update the specifications and update the cost opinion.

Several meetings were held to determine possible changes in design that could reduce total project cost while still meeting the desire to improve the HVAC system and overall building air quality. With that in mind the major scope changes proposed are:

- Remove full remodeling of the restrooms on second and third floor.
- Reduce the number of heating and cooling zones from twelve to eight.
- Use force account for lighting improvement in basement, second and third floor.
- Reduce construction phasing for first floor construction by relocating employees.
- Selecting material alternatives.

West Plains Engineering, Inc. will be providing design services for revisions of systems for the rebid of the City Hall Improvements Project which will provide mechanical and electrical engineering design services as well as project oversight.

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

The amendment will not cover any details regarding construction means and methods, geotechnical site investigation including soil borings and geotechnical report, furniture, fixture and equipment design and specification.

Willett Hofmann and West Plains Engineering will perform services on a time and material basis. The City of Ottumwa will only be billed for the hours that are used.

The City would be responsible for asbestos removal by separate contract along with demo work to allow full bidding and viewing.

Willett Hofmann fees:	
Architectural	\$ 5,500
Bidding	\$ 3,000
West Plains Engineering fees:	
MEP	\$ 12,900
Bidding	\$ <u>600</u>
 Total	 \$ 22,000
 Base contract	 \$275,750
New contract sum	\$297,750

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #82-2023

A RESOLUTION APPROVING AN AMENDMENT TO THE DESIGN CONTRACT
BETWEEN THE CITY OF OTTUMWA AND WILLETT HOFMANN & ASSOCIATES FOR
THE CITY HALL IMPROVEMENTS PROJECT

WHEREAS, An Agreement for Professional Services was entered into on October 5, 2021 between the City of Ottumwa and Willett Hofmann & Associates; and

WHEREAS, This resolution will amend the Design Contract to update the construction documents, coordinate the architectural and MEP plans, review updated virtual plans with the City of Ottumwa, update the specifications and update the cost opinion. They will also attend the pre-bid meeting, prepare addenda and attend the bid opening; and

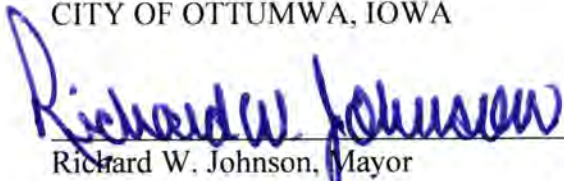
WHEREAS, West Plains Engineering, Inc. will be providing design services for revisions of systems for the rebid of the City Hall Improvements Project which will provide mechanical and electrical engineering design services as well as project oversight; and

WHEREAS, The total proposed fees for professional services is \$22,000. Willett Hofmann and West Plain Engineering, Inc. will perform the services on a time and material basis. The City of Ottumwa will only be billed for the hours that are used.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The said Amendment to the Design Contract between the City of Ottumwa and Willett Hofmann & Associates is hereby approved and the Mayor is authorized to sign the Amendment.

APPROVED, PASSED, AND ADOPTED, this 16th day of May, 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk



April 21, 2023

City of Ottumwa
105 3rd St E
Ottumwa, IA 52501

ATTN: Larry Seals

RE: Proposal for rebidding – Ottumwa City Hall Remodeling

Dear Larry:

In response to your request, Willett, Hofmann & Associates, Inc. (WHA) is pleased to submit the following proposal for Professional Services for your review and consideration for the rebidding of the Ottumwa City Hall Remodeling project. The scope of services described herein is based on our present understanding of the needs of the Project as we have discussed.

PROJECT UNDERSTANDING:

It is our understanding that the following needs to be completed – 1) Update existing bid documents to represent the scope changes discussed 2) Provide bidding services

SCOPE OF PROFESSIONAL SERVICES:

Willettt, Hofmann & Associates, Inc, (WHA) proposes to provide Professional design services. The scope of services are listed below –

Design

1. Architectural
 - a. Update Construction Documents so they reflect the scope changes discussed.
 - b. Coordinate the Architectural & MEP plans.
 - c. Review updated plans with owner (Virtual)
 - d. Update the specifications.
 - e. Update cost opinion

MEP

1. See attached from West Plains Engineering

Bidding

1. Attend Pre-bid meeting in Ottumwa (WHA)
2. Prepare addenda
3. Attend Bid opening in Ottumwa (WHA)

SERVICES NOT INCLUDED

1. Details regarding construction means and methods.
2. Geotechnical site investigation including soil borings and geotechnical report.
3. Furniture, Fixtures, and Equipment design and specification

FEE FOR PROFESSIONAL SERVICES:

WHA proposes to provide the Scope of Services for this Project as itemized below:

\$ 5,500	WHA – Architectural
\$ 3,000	WHA – Bidding
\$12,900	WPE – MEP
\$ 600	WPE - Bidding
\$22,000	Total

WHA & WPE will perform services on a time and material basis. The City of Ottumwa will only be billed for the hours that are used.

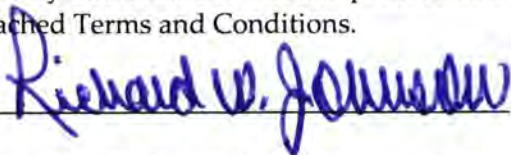
TERMS & CONDITIONS:

The attached Terms and Conditions are made a part of this Agreement. Additional Services requested above and beyond those described herein shall be provided and performed as outlined on the attached Terms and Conditions.

This proposal is valid for thirty (30) calendar days from the date of this proposal.

PROPOSAL ACCEPTED:

I hereby authorize this work to proceed as outlined above and have read and accept the attached Terms and Conditions.

By 


Name/Title Richard W. Johnson, Mayor

Date May 16, 2023

Thank you for your interest in Willett, Hofmann & Associates, Inc. and for this opportunity to be of service. We look forward to working with you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

By 
Paul E Newman, AIA, PE, LEED AP
Architect

April 20, 2023

Paul Newman, AIA
Architect
WILLETT HOFMANN & ASSOCIATES
625 32ND Avenue SW
Cedar Rapids, IA 52404

Re: Proposal for Engineering Services
Ottumwa City Hall Renovations - Rebid
Ottumwa, Iowa

Mr. Newman,

We appreciate the opportunity to submit the following proposal to provide design services for revisions of systems for the rebid of the Ottumwa City Hall Renovations in Ottumwa, IA. West Plains Engineering, Inc. (WPE) proposes to provide mechanical and electrical engineering design services, as outlined in the attached proposal, as well as project oversight.

If this is satisfactory, please sign and date on Page 3, returning one copy to this office and retaining the original for your records.

Sincerely,



Michael H. Hessman, P.E.
Mechanical Engineer
West Plains Engineering, Inc.

ATTACHMENT A

Scope of Work

This project consists redesign of some mechanical, plumbing, electrical elements of this project to rebid project to reduce construction cost. The mechanical, electrical design change scope of work shall include the following:

- Eliminate the phasing requirements of this project - drawings.
- Eliminate VRF fancoil units (8 each) and redesign ductwork systems.
- Reselect VRF system. VRF bidding will be open to other competitors.
- Eliminate basement restrooms, provide taps for future extension.
- Eliminate plumbing on the 2nd & 3rd floors
- Eliminate lighting on the 2nd & 3rd floors
- Change DOAU concept to other system type with separate VRF units and desiccant units.
- Outside air ductwork & exhaust system to be split into 2 systems: located in the basement and attic with new roof hoods.
- Eliminate combination fire smoke dampers and reduce outside and exhaust ductwork.
- Modify electrical design due to mechanical equipment changes.
- Update drawing details & schedules
- Modify and simplify control systems
- Modify specifications

Scope of Services

Engineering services include mechanical design and preparation of construction documents.

Design Services included:

- Development for the Rebid of mechanical and electrical systems construction drawings and specifications in electronic PDF format.
- Review meetings via web conferencing

Bidding Services:

- Answering questions.
- Preparing any necessary addenda.

Schedule

Our understanding of the anticipated schedule is that design will commence when approved.

Compensation

We propose to provide the engineering services described above on lump sum basis with a fee as follows:

Design Services: **Twelve Thousand & Nine Hundred Dollars (\$12900.00).**


Bidding Services: **Six Hundred Dollars (\$600.00).**

Engineering Consultants fees will be billed monthly, based on the level of completion of engineering services. Fees are due and payable upon receipt of invoice and shall be paid within thirty (30) days thereof. All unpaid accounts shall be charged interest at the rate of 1% per month.

Accepted By:
WILLETT HOFMANN & ASSOCIATES

Accepted By:
WEST PLAINS ENGINEERING, Inc

By: _____
Paul Newman, AIA, NCARB, LEED AP

By:  _____
Michael H. Hessman P.E.

TITLE: Architect

TITLE: Mechanical Engineer

DATE: _____

DATE: April 20, 2023



TERMS AND CONDITIONS -

Standard of Care: Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as "WHA", under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

Billing / Payment: The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Termination, Suspension or Abandonment: In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days' written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

Indemnification: WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by WHA's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Certification, Guarantees and Warranties: WHA shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

Dispute Resolution: Any claims or disputes between the Client and WHA arising out of the services provided by WHA or out of this Agreement shall be submitted to non-binding mediation. The Client and WHA agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.



TERMS AND CONDITIONS –

Construction Means and Methods: WHA shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

Construction Observation: When WHA does not provide construction observation services, it is agreed that the professional services of WHA do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the design professional and will hold harmless WHA for the failure of the Contractor's work to conform to the design intent and the contract documents.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. The Client will maintain a contingency fund until construction is completed to pay for field changes, adjustments, or increased scope items. If WHA is performing Construction Observation, all change order amounts requested by Contractors constructing WHA designed items shall be submitted to WHA for review prior to being approved by contract holder. WHA will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to WHA at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of WHA. WHA shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Project Signs: Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

Electronic Files: The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

Limitation of Liability: In recognition of the relative risks and benefits of the Project to both the Client and WHA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of WHA and WHA's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of WHA and WHA's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$100,000, or WHA's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Use of Documents: Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

received
5-11-23 11:10A

reviewed

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 16, 2023

Jay Wheaton

Prepared By

Jay Wheaton

Department Head

Airport

Department

City Administrator Approval

AGENDA TITLE: Resolution # 83-2023 Approving the submission of application for the Iowa Airport Capital Improvement Program (ACIP) and certifying Eligibility Requirements for the fiscal years 2024-2028.

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution # 83-2023.

DISCUSSION: The city submits an annual Airport Improvement Plan to the Iowa DOT. The plan serves as the pre-application for the IDOT's grant program. The updated project plan includes:
Construct T-Hanger Expansion 2024
Taxiway LED Lighting and Signage (phase 1) 2025
Taxiway LED Lighting and Signage (phase 2) 2026
Terminal Apron Improvements (phase 1) 2027
Terminal Apron Improvements (phase 2) 2028
The plan includes: data sheets with project description, amount of requested IDOT dollars 85%, local match required 15%.

Source of Funds: 85% IDOT 15% Airport Fund

Budgeted Item:

Budget Amendment Needed: No

Resolution No. 83-2023

A RESOLUTION AUTHORIZING THE SUBMISSION OF
APPLICATION FOR IOWA GENERAL AVIATION VERTICAL
INFRASTRUCTURE (GAVI) AND
CERTIFYING ELIGIBILITY REQUIREMENTS

WHEREAS, the City of Ottumwa desires to make an application for GAVI Program funding to the Iowa Department of Transportation for certain improvements at the Ottumwa Regional Airport as described as follows:

- Hangar Expansion

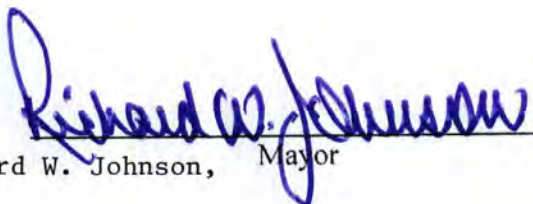
WHEREAS, the Iowa Department of transportation requires a resolution certifying certain application requirements, commitments, and criteria; and

WHEREAS, on behalf of the City, Kirkham Michael Associates, Inc. has prepared an application describing the proposed improvements.

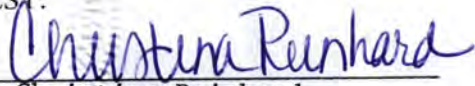
NOW THEREFORE BE IT RESOLVED THAT:

1. The City hereby endorses the Application for General Aviation Vertical Infrastructure Program funding for said improvements.
2. The City is hereby authorized to sign and submit the Application.
3. The City hereby commits availability of the local share of the funds as outlined in the Applications.

PASSED AND APPROVED BY THE CITY:


Richard W. Johnson, Mayor

ATTEST:

By: 
Christina Reinhard
Title: City Clerk

Date: May 16, 2023

AIRPORT STATE FUNDING CHECKLIST AND APPLICATION

Please attach the following documents with your application.

- Airport State Funding Application Checklist
- Project data sheet, including a detailed cost breakdown. Use one for each project.
- City/Sponsor resolution that endorses the project and certifies availability of matching funds.
- Five-Year Capital Improvement Program (CIP)
- Verification that project is identified in a current airport layout plan (ALP) on file with Iowa Department of Transportation Aviation (when applying for new construction of buildings or airfield expansion).
- Pavement maintenance program (verify the use of the pavement maintenance program provided by the Iowa DOT or similar program when applying for pavement preservation or reconstruction).
- Verification that you have an airport security plan on file with Iowa DOT Aviation (when applying for airport security projects).
- Protective land use zoning and/or planning (please answer the following).

Height zoning	<input checked="" type="checkbox"/> Yes	Date adopted <u>05/19/2019</u>	<input type="checkbox"/> No	<input type="checkbox"/> Pending
Land use planning/zoning	<input type="checkbox"/> Yes	Date adopted _____	<input type="checkbox"/> No	<input type="checkbox"/> Pending
Comprehensive plan adopted with airport land use included	<input type="checkbox"/> Yes		<input type="checkbox"/> No	<input type="checkbox"/> Pending
Other (please explain) _____				

Provide verification that you have either updated the website or submitted based aircraft
N - numbers to Iowa DOT Aviation.

Minority Impact Statement (Iowa DOT Form 1051010).

Send **one signed** copy of the application materials to the address listed below.

Please mail, fax, or email the signed application to:



AIRPORT STATE FUNDING APPLICATION

Airport Name: Ottumwa Regional

Airport Sponsor Name: City of Ottumwa

Contact Person: JD Wheaton Title: Airport Facilities Manager

Address: 14802 Terminal Street

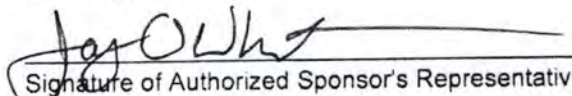
City: Ottumwa State: IA ZIP Code: 52501

Daytime Phone: 641-683-0619 E-mail: airport@ci.ottumwa.ia.us

FAX: _____

Project Description: If applying for more than one project, list in order of priority. A separate project application data sheet is needed for each project.	Project Type	Total Project Amount	State Amount Requested	Percent State Share
Construct Hangar Expansion	GAVI	\$546,870.00	\$300,000.00	54.857644
				NaN
				NaN
				NaN
				NaN

The sponsor certifies that the information contained in this application is accurate and complete to the best of his/her knowledge.


 Signature of Authorized Sponsor's Representative

Airport Facilities Manager
 Title

JD Wheaton
 Typed Name

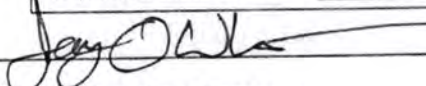
Date: May 10, 2023

e-Mail the signed application to: Shane.Wright@iowadot.us

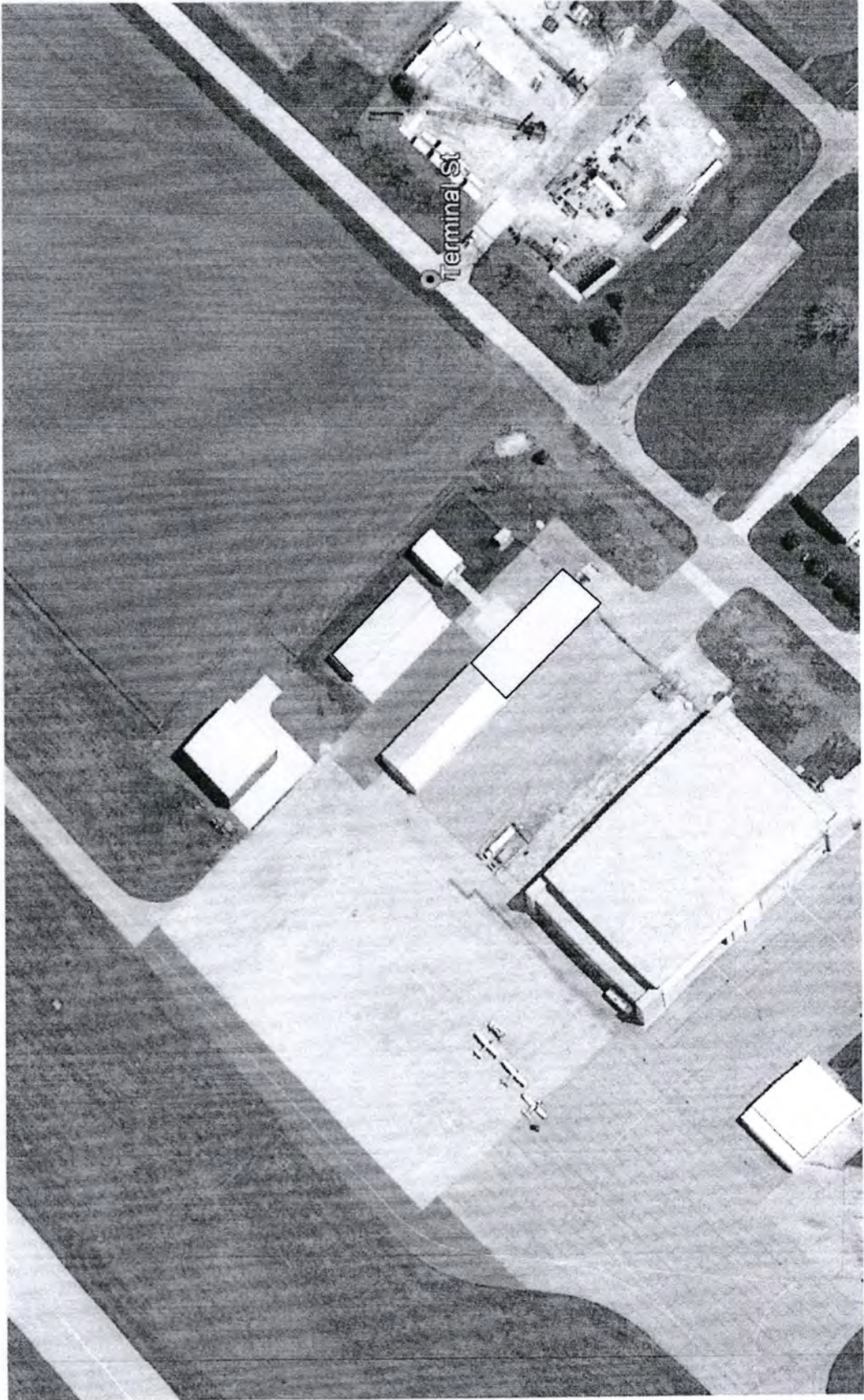
**AIRPORT STATE FUNDING PROJECT
DATA SHEET**

Fiscal Year: 2024

Submit a separate data sheet for each project.

Airport:	<u>Ottumwa Regional</u>	Date:	<u>May 09, 2023</u>
Project Type (Check one only):	<input type="checkbox"/> Airport Improvement Program (AIP) <input type="checkbox"/> Commercial Service Vertical Infrastructure (CSVI) <input checked="" type="checkbox"/> General Aviation Vertical Infrastructure (GAVI)		
Project Description:	<u>Expand T-Hangar to accommodate based aircraft committed to OTM</u>		
Engineering Firm (If unknown, write unknown):	<u>Kirkham Michael</u>		
Shown on current Airport Layout Plan (ALP)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Current ALP Date:	<u>April 14, 2014</u>
Sketch:	<u>Attach separate sketch from ALP if applicable.</u>		
Project Justification (Include detailed information and data to support need):	<u>Airport has a waiting list for hangar space. This project provides more revenue for Ottumwa Airport to enhance selfsufficiency.</u>		
Detailed Cost Estimate (Attach separate sheet if necessary):	<u>See Attached</u>		
	Amount	Percentage	
Total Project Cost:	<u>\$546,870.00</u>	<u>100%</u>	
Local Share:	<u>\$246,870.00</u>	<u>45%</u>	
Requested State Share:	<u>\$300,000.00</u>	<u>55%</u>	
			Signature
	<u>Airport Facilities Manager</u>		Sponsor's Title

Please e-mail the signed application to: Shane.Wright@iowadot.us



Ottumwa Regional Airport (OTM) Hangar Expansion

FY 24-State Fiscal Year Starting July 1, 2023

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
1	Mobilization and Safety Plan	1	LS	\$ 41,600.00	\$ 41,600.00
2	Subgrade Preparation	1,370	SY	\$ 5.00	\$ 6,850.00
3	Aggregate Base Course	1,370	SY	\$ 10.00	\$ 13,700.00
4	6" PCC	1,370	SY	\$ 70.00	\$ 95,900.00
5	T-Hangar Expansion	1	LS	\$ 300,000.00	\$ 300,000.00
TOTAL CONSTRUCTION COST ESTIMATE BASE BID					\$ 458,050.00

A	Engineering and Administration	\$ 88,820.00
	Project Total	\$ 546,870.00

Verifications

The undersigned hereby confirms the following application requirements.

Verification of Planning:

- ALP for new construction
- Security Plan for security project
- Pavement Maintenance Program for pavement projects

Verification of Zoning Ordinance:

- The airport's zoning ordinance is available on the Wapello County website.

Verification of Based Aircraft:

- Based aircraft are up to date at www.basedaircraft.com

By: Jay O'Wh

Title: Airport Facilities Manager

Date: 5-10-2023



**FIVE-YEAR AIRPORT
CAPITAL IMPROVEMENT PROGRAM (CIP)**

Attach additional sheets if necessary.

Airport Name, LOCID, City, State: Ottumwa Regional, OTM, Ottumwa, Iowa

Prepared by: City of Ottumwa

Sponsor's E-mail: airport@ci.ottumwa.ia.us

Date Prepared: May 09, 2023

Sponsor's Signature: *Jay Wheaton*

Sponsor's Phone: 641-683-0619

Printed Name: Jay Wheaton

FY	Detailed Project/Scope Description	Funding Source	Total Estimated Cost
2024	Construct Hangar Expansion	Federal: \$ BIL: \$ State: \$ \$300,000.00 Local: \$ \$246,870.00 Total: \$ \$546,870.00	
2025	Taxiway LED Lighting and Signing (Phase 1)	Federal: \$ BIL: \$ State: \$ \$293,500.00 Local: \$ \$51,750.00 Total: \$ \$345,250.00	
2026	Taxiway LED Lighting and Signing (Phase 2)	Federal: \$ BIL: \$ State: \$ \$293,500.00 Local: \$ \$51,750.00 Total: \$ \$345,250.00	
2027	Terminal Apron Improvements (Phase 1)	Federal: \$ BIL: \$ State: \$ \$297,500.00 Local: \$ \$52,500.00 Total: \$ \$350,000.00	
2028	Terminal Apron Improvements (Phase 2)	Federal: \$ BIL: \$ State: \$ \$297,500.00 Local: \$ \$52,500.00 Total: \$ \$350,000.00	

Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code 8.11, all grant applications submitted to the State of Iowa that are due beginning Jan. 1, 2009, shall include a Minority Impact Statement. This is the state's mechanism for requiring grant applications to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- Women Persons with a Disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other _____

- The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

- Women Persons with a Disability Blacks Latinos Asians
 Pacific Islanders American Indians Alaskan Native Americans Other _____

The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:
The project provides no impact, positive or negative, to minority persons as it only enhances the use of the airport for all.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge.

Name: JD Wheaton

Title: Airport Facilities Manager

Definitions

"Minority Persons," as defined in Iowa Code 8.11, means individuals who are women, persons with a Disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability," as defined in Iowa Code 15.102, subsection 12, paragraph "b," subparagraph (1):

b. As used in this subsection:

(1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency," as defined in Iowa Code 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

received
5/1/23 4:30p

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: May 16, 2023

Engineering
Department

Larry Seals
Prepared By
Larry Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #85-2023, setting the fee for annual permits for trash enclosures in City parking lots.

****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 #85-2023 setting the annual dumpster enclosure at \$300.

DISCUSSION: The City adopted Ordinance No. 3184-2021, amending Chapter 31 ½ - 45 of the City Code to allow privately owned or leased trash dumpsters or receptacles in City parking lots. As part of the Ordinance the annual fee was to be set by resolution.

An Application for Dumpster License shall be completed and renewed annually. It is recommended that the annual fee be set at \$300 per year due in January. The permit and fee shall be submitted to the City Clerk's office.

The SSMID district committee created an internal group which has been communicating and coordinating with adjacent business owners for use.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #85-2023

A RESOLUTION SETTING THE FEE FOR ANNUAL PERMITS FOR TRASH ENCLOSURES IN CITY PARKING LOTS

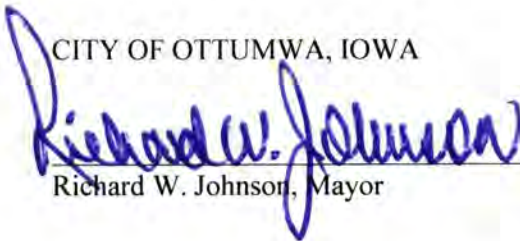
WHEREAS, The City adopted Ordinance #3184-2021 amending Chapter 31½ - 45 of the City Code to allow privately owned or leased trash dumpsters or receptacles in City parking lots.; and

WHEREAS, The Ordinance establishes fees to be set by resolution; and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT, the fees shall be set annually in the amount of \$300.00 by application submitted to the City Clerk and shall become effective upon passage of this resolution:

APPROVED, PASSED, AND ADOPTED, this 16th day of May 2023.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, City Clerk

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:	

received
5-11-23 11:10A

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : May 16, 2023

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: RESOLUTION NO. 88-2023 APPROVING CONSENT TO
ASSIGNMENT OF AGREEMENT FOR PRIVATE DEVELOPMENT
FROM ASBURY MANAGER, LLC TO ASBURY HEIGHTS, LLC

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 88-2023.

DISCUSSION: On April 18, 2023, the City entered into a development agreement for the construction of 30 units of affordable housing on two sites on Asbury and Sherwood. That agreement was with Asbury Manager LLC. Financing of the project requires assignment of the agreement to a separate entity, Asbury Heights, LLC. The assignment does not change the terms of the agreement or any of the expected deliverables.

Source of Funds:

Budgeted Item: Budget Amendment Needed:



ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

May 16, 2023

5:30 P.M.

Asbury Manager LLC – Agreement for Private Development

- Resolution approving and authorizing execution of a Consent to Assignment of an Agreement for Private Development from Asbury Manager LLC to Asbury Heights LLC

IMPORTANT INFORMATION

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

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

May 16, 2023

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

Cara Galloway, Doug McAntire, Russ Hull, Sandra Pope, Marc Roe

Absent: None

* * * * *

Council Member Roe introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A CONSENT TO ASSIGNMENT OF AN AGREEMENT FOR PRIVATE DEVELOPMENT FROM ASBURY MANAGER LLC TO ASBURY HEIGHTS LLC", and moved:

- that the Resolution be adopted.
- to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2023, at this place.

Council Member McAntire seconded the motion. The roll was called, and the vote was:

AYES: Galloway, McAntire, Hull, Pope, Roe

NAYS: None

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. 88-2023

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A CONSENT TO ASSIGNMENT OF AN
AGREEMENT FOR PRIVATE DEVELOPMENT FROM
ASBURY MANAGER LLC TO ASBURY HEIGHTS LLC

WHEREAS, on the 18th day of April, 2023, the City of Ottumwa, Iowa (the "City") and Asbury Manager LLC ("Original Developer") entered into an Agreement for Private Development ("Development Agreement") pursuant to which the Developer agreed to construct certain Minimum Improvements (as that term is defined in the Development Agreement) including certain Housing Units on certain property located in the City's West Gate Economic Development Urban Renewal Area (the "Development Property"), and the City agreed to provide certain incentives to the Original Developer in exchange for Original Developer's obligations under the Development Agreement; and

WHEREAS, the City has received a request from the Original Developer, in the form of a proposed Consent to Assignment of Development Agreement (the "Consent Agreement") by and between the Original Developer and Asbury Heights LLC ("Assignee Developer"), pursuant to which, among other things, the Original Developer would assign all of its rights and obligations under the Development Agreement, and the Assignee Developer would agree to assume all the rights and obligations of the Original Developer under the Development Agreement, which include the obligations with respect to construction of the Minimum Improvements on the Development Property; and

WHEREAS, the Development Agreement requires the City's consent before the Developer may assign any of its rights and obligations under the Development Agreement, and the City is willing to provide such consent to the proposed Consent Agreement, under the terms and conditions set forth in the Consent Agreement.

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

Section 1. That the form and content of the Consent Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the consent to the Consent Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Consent Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Consent Agreement as executed.

PASSED AND APPROVED this 16th day of May, 2023.

PASSED AND APPROVED this 16th day of May, 2023.



ATTEST:

Austina Reinhard
City Clerk

Richard W. Johnson
Mayor

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 16th day of May, 2023.

Christine Reulard

City Clerk, City of Ottumwa, State of Iowa



(SEAL)

02204793-1\10981-144

COUNTY RECORDER'S CERTIFICATE

I, _____, County Recorder of Wapello County in the State of Iowa, hereby certify that on the _____ day of _____, 2023, there was filed in my office a copy of a Consent to Assignment of Agreement for Private Development dated _____, 2023, by and among the City of Ottumwa in the State of Iowa, Asbury Manager LLC, and Asbury Heights LLC, approved by the City Council on the _____ day of _____, 2023, all duly certified, for recording and the same is recorded in Book _____ at Page _____ of the records in my office.

County Recorder of Wapello County in the State
of Iowa

(COUNTY SEAL)
02204834-1\10981-144

Type of Document: **CONSENT TO ASSIGNMENT OF AGREEMENT FOR
PRIVATE DEVELOPMENT BETWEEN THE CITY OF
OTTUMWA, ASBURY MANAGER LLC, AND ASBURY
MANAGER LLC**

Return Document to: **Zach Simonson
City of Ottumwa
105 E. Third St.
Ottumwa, IA 52501**

Preparer Information: **Nathan J. Overberg
Ahlers & Cooney, P.C.
100 Court Ave., Ste. #600
Des Moines, IA 50309
(515) 243-7611**

Taxpayer Information: **N/A**

GRANTORS: N/A

GRANTEES: N/A

LEGAL DESCRIPTION:

NW 1/4 AL 4 NE NW SEC 26-72-14 1 1/4 A
AND

Lots No. 17, 18, 19, 20 and 21 in Block No. 2 and Lots No. 1, 2, 3, 4, 5, 6, 7 and 8 in Block No. S of West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, together with Alley in Block 3 as set forth in deed dated December 12, 1972 found in Book 372 page S76, also as set out in Quit Claim Deed dated December 22, 1972, and shown in Book 372 page 578, Also Described as That part of the vacated Alley in Block Three (3) of West Ottumwa, an Addition to the City of Ottumwa, Iowa, lying immediately West of Lots One (1) through Eight (8) in said Block Three (3), AND that part of the West Half of the vacated Hackworth A venue in Block Three (3) lying immediately East of said Lots One (1) through Eight (8), AND

that part of the said vacated Hackworth Avenue being the East Half lying immediately West of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa, AND that part of the West 15 feet of the East Half of the said vacated Hackworth Avenue lying immediately West of Lots Twenty-two (22) through Twenty-four (24), in said Block Two (2), in West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa. ALSO the West Half of the vacated Alley lying immediately East of Lots Seventeen (17) through Twenty-one (21) in Block Two (2) in said West Ottumwa, an Addition to the City of Ottumwa, Wapello County, Iowa.
Street Addresses: 1412 Sherwood Drive, Ottumwa, IA 52501 and 1321 Asbury Ave., Ottumwa, IA 52501
Wapello County Parcel Nos. 007417540029000, 007417290031000, 007417290027000, and 007417290030000

02204842-1\10981-144

**CONSENT TO ASSIGNMENT OF
AGREEMENT FOR PRIVATE DEVELOPMENT**

THIS CONSENT TO ASSIGNMENT OF AGREEMENT FOR PRIVATE DEVELOPMENT (“Consent Agreement”) is entered into as of May 16, 2023, by and among the CITY OF OTTUMWA, IOWA, a municipality (hereinafter the “City”); ASBURY MANAGER LLC, an Iowa limited liability company (“Original Developer”); and ASBURY HEIGHTS LLC, an Iowa limited liability company (“Assignee Developer”).

WHEREAS, the City and Original Developer entered into an Agreement for Private Development, dated April 18, 2023 (“Development Agreement”), evidenced by a Memorandum of Agreement for Private Development recorded on May 5, 2023 as File 2023-1363 in the records of the Wapello County Recorder, which Development Agreement concerned the development of certain real property located within the City’s West Gate Urban Renewal Area (the “Development Property”); and

WHEREAS, Original Developer desires to assign, transfer, and convey to Assignee Developer all of Original Developer’s rights and obligations to and under the Development Agreement and all of Original Developer’s rights, title, and interest in and to the Development Property; and

WHEREAS, Assignee Developer desires to accept and agrees to assume all of Original Developer’s rights and obligations to and under the Development Agreement; and all of Original Developer’s rights, title, and interest in and to the Development Property from and after the date of this Consent Agreement, pursuant to the terms and conditions set forth herein and any terms and conditions as may be set forth in a separate assignment agreement between Original Developer and Assignee Developer; and

WHEREAS, Section 7.1 of the Development Agreement requires Original Developer to obtain the City’s consent to transfer its interests in the Development Property and the Development Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and of the terms, provisions, agreements, and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. **Recitals and Definitions.** The above recitals are hereby incorporated into this Consent Agreement by this reference. Capitalized terms used herein but not otherwise defined in this Consent Agreement shall have the meanings given in the Development Agreement.

2. **Assignment, Assumption, and Conveyance.**

(a) Original Developer by this Consent Agreement hereby assigns, transfers, and conveys to Assignee Developer all of its rights and obligations to and under the Development

Agreement, including but not limited to the right to receive the Economic Development Grants, and all of its rights, title, and interest in and to the Development Property.

(b) Assignee Developer hereby agrees to assume all of Original Developer's rights and obligations to and under the Development Agreement; and all of Original Developer's rights, title, and interest in and to the Development Property from and after the date of this Consent Agreement.

3. **Consent to Assignment, Assumption, and Conveyance.** City hereby consents to Original Developer's assignment, assumption, and conveyance of the Development Agreement and the Development Property to Assignee Developer.

4. **Economic Development Grants.** Pursuant to the assignment of the Development Agreement approved herein, following the date of this Consent Agreement, the City shall direct any Economic Development Grants payments to be made by the City to the "Developer" under the terms of the Development Agreement to:

Asbury Heights LLC
1708 South Main Street, Suite 300
Fairfield, Iowa 52556

Assignee Developer's right to receive Economic Development Grants pursuant to the Development Agreement is wholly contingent upon Assignee Developer's compliance with and fulfillment of the terms and conditions of the Development Agreement. In no case will Assignee Developer's rights under the Development Agreement be greater than Original Developer's rights would have been.

6. **Identification of Developer.** The parties agree as follows:

(a) The definition of "Developer" contained in Section 1.1 of the Development Agreement, and the term "Developer" as used throughout the Development Agreement shall now mean: Asbury Heights LLC.

(b) For purposes of service notice on or delivering other communications to Assignee Developer under Section 11.2(a) of the Development Agreement, notices shall be addressed or personally delivered to:

Asbury Heights LLC
1708 South Main Street, Suite 300
Fairfield, Iowa 52556

7. **No Further Modifications.** Except as modified and amended herein, Original Developer, Assignee Developer, and City agree that all other terms and conditions of the Development Agreement remain valid and in full force and effect, and are hereby confirmed and ratified. This Consent Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Counterparts.** This Consent Agreement may be executed in two or more counterparts, and by electronic transmission, each of which shall be deemed an original, but which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a "pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or "pdf" signature page were an original thereof.

IN WITNESS WHEREOF, the City has caused this Consent Agreement to be duly executed in its name and behalf by its Mayor and its seal to be duly affixed and attested by its City Clerk, and the Original Developer and Assignee Developer each have caused this Consent Agreement to be duly executed in their names and behalf by their respective officers, all on or as of the date first written above.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF OTTUMWA, IOWA

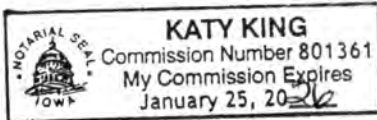
By: Richard W. Johnson
Richard Johnson, Mayor

ATTEST:

By: Christina Reinhard
Christina Reinhard, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WAPELLO)

On this 10th day of May, 2023, before me a Notary Public in and for said State, personally appeared Richard Johnson and Christina Reinhard, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Ottumwa, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.



Katy King
Notary Public in and for the State of Iowa

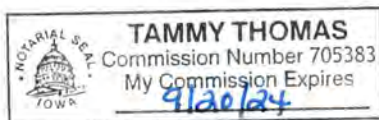
[Signature page to Consent Agreement – City of Ottumwa]

ORIGINAL DEVELOPER:
ASBURY MANAGER LLC
an Iowa limited liability company

By: James Danaher
James Danaher, Owner/Authorized
Representative

STATE OF IOWA)
) SS
COUNTY OF JEFFERSON)

On this 11th day of May, 2023, before me the undersigned, a Notary Public in and for said State, personally appeared James Danaher to me personally known, who, being by me duly sworn, did say that they are the Owner/Authorized Representative of Asbury Manager LLC, an Iowa limited liability company, and that said instrument was signed on behalf of said limited liability company; and that the said officer as such acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by them voluntarily executed.



Tammy Thomas
Notary Public in and for said state

[Signature page to Consent Agreement – Asbury Manager LLC]



CITY OF
OTTUMWA

Citizen Input Request Form

5-16-23

Council Meeting Date

Name: Josh Kirby

Address: 1508 Albee Rd

Item No. to Address: 02

(Agenda will be provided to complete this section)

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

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