



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 14
Bridge View Center, 102 Church St.

April 1, 2025
6:00 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Caviness, Reid, Galloway, Hoffman, McAntire and Mayor Johnson

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 10 on March 18, 2025 and Special Work Session No. 11 on March 25, 2025 as presented.
2. Acknowledge and approve April 1, 2025 Claims List as submitted by the Finance Department.
3. Arbor Day Proclamation.
4. Beer and/or liquor applications for: Pizza Hut, 1247 Theater Drive; Las Palmas Bar & Grill, 321 East 2nd Street; Joe's Italian Restaurant, 332 E. Main Street; .

C APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Legislative Update
2. Youth City Council Report.

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 on approving the plans, specifications, form of contract and estimated cost for the Apron Improvements Project at the Ottumwa Regional Airport.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 45-2025, approving the plans, specifications, form of contract and estimated cost for the Apron Improvements Project at the Ottumwa Regional Airport.

RECOMMENDATION: Pass and adopt Resolution No. 45-2025.

2. This is the time, place and date set for a public hearing on the proposal to convey certain real property located at 422 North Wapello to Alma Perez.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 51-2025, accepting the bid and approving the disposal of 422 North Wapello,

Ottumwa, Iowa to Alma Perez for the sum of \$7,777.77.

RECOMMENDATION: Pass and adopt Resolution No. 51-2025.

3. This is the time, place and date set for a public hearing on Ordinance No. 3242-2025, Establishing Solid Waste Fees for Noncommercial Establishments by Repealing and Replacing Section 31 ½ - 35 of the Municipal Code of the City of Ottumwa, Wapello County, Iowa.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Ordinance No. 3242-2025, 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. 3242-2025.

G. ORDINANCES:

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

1. Consideration of Joint Law Enforcement Center Agreement.

RECOMMENDATION: Approve a new Agreement between the City of Ottumwa and Wapello County for the maintenance of the Joint Law Enforcement Center.

2. Approve Delay in Application of Sewer Base Fee on Multi-Family and Mobile Home Units.

RECOMMENDATION: Delay the imposition of sewer base fees on each unit within a multi-family dwelling and each mobile home lot of a mobile home park until January 1, 2026.

I. RESOLUTIONS:

1. Resolution No. 50-2025, setting April 15, 2025 at 5:30 P.M. as the date and time for a Public Hearing on the FY26 Annual City Budget and certifying taxes for the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 50-2025.

2. Resolution No. 54-2025, Awarding the Contract and approving the contract, bonds and certificate of insurance for the South Market Street Gateway Project.

RECOMMENDATION: Pass and adopt Resolution No. 54-2025.

3. Resolution No. 55-2025, accepting the work as final and complete and approving the Final Pay Request for the Wapello Street Extension Trail Project.

RECOMMENDATION: Pass and adopt Resolution No. 55-2025.

4. Resolution No. 56-2025, approving the combined Change Orders (6, 7, 8 and 9) for the Greater Ottumwa Park Soccer Complex Project (Legacy Fields).

RECOMMENDATION: Pass and adopt Resolution No. 56-2025.

5. Resolution No. 57-2025, approving a proposal submitted by Black Hawk Roof Company, Inc. for the WPCF Headworks Building Reroofing Project, in the amount of \$106,616.

RECOMMENDATION: Pass and adopt Resolution No. 57-2025.

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: 3/27/2025 TIME: 1:00 PM 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 #14 to be held on
4/01/2025 at 6:00 P.M. at the Bridge View Center, 102 Church Street. Following the Special
City Council Meeting #13.

FAX MULTI TX REPORT

JOB NO. 0481
DEPT. ID 4717
PGS. 4

TX INCOMPLETE -----
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916416823269
ERROR 916416847834
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KTVO
Ottumwa Waterworks
Ottumwa Courier
Tom FM



CITY OF
OTTUMWA

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TX REPORT

JOB NO. 0481
DEPT. ID 4717
ST. TIME 03/27 12:59
SHEETS 4
FILE NAME

TX INCOMPLETE -----

TRANSACTION OK 916606271885

916416823269

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KTVO

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FROM: Christina ReinhardFAX NO: 641-683-0613 PHONE NO: 641-683-0620

MEMO: Tentative Agenda for the Regular City Council Meeting #14 to be held on
4/01/2025 at 6:00 P.M. at the Bridge View Center, 102 Church Street. Following the Special
City Council Meeting #13.

REGULAR MEETING NO. 10
Bridge View Center, 102 Church St.

March 18, 2025
5:30 O'Clock P.M.

The meeting was called to order at 5:30 P.M.

Present were Council Member Reid, Galloway, McAntire, Caviness and Mayor Johnson.
Council Member Hoffman was absent.

McAntire moved, seconded by Reid to approve consent agenda: Mins. from Special Work Session No. 7 on Feb. 25, 2025, Regular Mtg. No. 8 on March 4, 2025, and Special Work Session No. 9 on March 11, 2025 as presented; Ack. and approve March 18, 2025 Claims List submitted by Finance; Ack. Feb. 2025 financial stmts.; Civil Service Elig. List for March 12, 2025: Equip. Operator Entrance; Recommend re-appointment of Amy Gardner to Civil Service Comm., term to exp. April 5, 2029; Approve Salvage Dealer's License Renewals for: Rosenman's Inc., 902 E. Main; Alter Metal recycling, 404 N. Forrest Ave.; Paulos Used Cars, 430 N. Forrest Ave.; Res. No. 38-2025, setting April 1, 2025 as date for Public Hearing on proposed Ord. No. 3242-2025, Est. Solid Waste Fees for Noncommercial Establishments by Repealing and Replacing Section 31 ½-35 of the Municipal Code of City of Ottumwa; Res. No. 44-2025, Setting April 1, 2025 as date for Public Hearing approving plans, specs., form of contract and est. cost for Apron Improvements Project at Ottumwa Reg. Airport; Res. No. 47-2025, Setting April 1, 2025 as date for Public Hearing on proposal to convey property at 422 N. Wapello to Alma Perez; Tobacco Device Retailer Permit App. for Pink Clouds Smoke Shop (313 N. Madison), with tentative effective date Jan. 2, 2025 through June 30, 2025. Motion carried 4-1. Absent: Hoffman.

Galloway moved, seconded by McAntire to approve agenda as presented. Motion carried 4-1. Absent: Hoffman.

Mayor Johnson inquired if anyone from the audience wished to speak on any agenda items. Mitch Niner, Tony Long and Dennis Willhoit all wished to contribute.

Caviness moved, seconded by McAntire to pass Second Consideration of Ord. No. 3243-2025, Amending Municipal Code of City of Ottumwa by Amending Sec. 31-14(a) entitled "Fees and Charges, Costs." by Repealing and Replacing Ord. No. 3239-2025. Finance Dir. O'Donnell reported; questions/comments presented by M. Niner and T. Long. Council wants to look at delaying until Jan. 2026 for any landlords that need to adjust pricing to cover per dwelling for each meter (multi-housing apartments/duplex/etc.). Council doesn't want to raise sewer rates; however, delaying the sewer separation work is also not ideal. Motion carried 4-1. Absent: Hoffman.

McAntire moved, seconded by Galloway to waive Third Consideration, Pass and Adopt Ord No. 3243-2025. Motion carried 4-1. Absent: Hoffman.

Galloway moved, seconded by Reid to approve acceptance of \$25,000 Reimbursable Grant from Ottumwa RAGBRAI Committee for Parks & Rec. Dept. Motion carried 4-1. Absent: Hoffman.

Galloway moved, seconded by McAntire to approve Unity Garden Project for Central Addition Park presented by OLA members (Megan Logan, Amanda Hull and Bethany Bowen). No cost to the City. Motion carried 4-1. Absent: Hoffman.

Galloway moved, seconded by Reid to approve proposed fee of \$25 per session for tennis lessons during June, July and August, 2025. Motion carried 4-1. Absent: Hoffman.

McAntire moved, seconded by Reid that Res. No. 41-2025, approving Loan Agt. between City of Ottumwa and VenuWorks, Inc., be passed and adopted. O'Donnell reported. Council shared frustrations, stuck between a rock and hard place because even if we don't pass this resolution tonight, according to our contract, we still have to make up the short-fall at fiscal yr. end. This contract puts it on VenuWorks to pay back the line of credit. Understand the partnership with VenuWorks; they want to see the venue profitable just as much as the City. M. Niner, D. Willhoit and S. Hallgren also shared thoughts on this item. A lot of venues across the state are in the same situation; consumer confidence is low and people tend to hold onto their money; one positive is BVC staff have become efficient; doing more with less. Motion carried 4-1. Absent: Hoffman.

Galloway moved, seconded by Reid that Res. No. 46-2025, removing Special Assessment applied to 204 N. Iowa Ave. on Res. No. 199-2024, be passed and adopted. Motion carried 4-1. Absent: Hoffman.

Caviness moved, seconded by McAntire that Res. No. 48-2025, approving Professional Services Agt. between the City and Garden & Assoc. for Oxbow Lagoon Link Trail Project and auth. Mayor to sign, be passed and adopted. Motion carried 4-1. Absent: Hoffman.

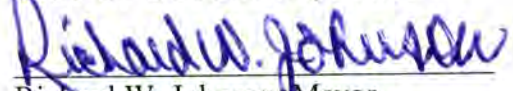
Galloway moved, seconded by McAntire that Res. No. 49-2025, a resolution of support for American Gothic Performing Arts to begin research efforts to establish Arts & Culture Strategic Plan, be passed and adopted. Motion carried 4-1. Absent: Hoffman.

Mayor inquired if anyone from the audience wished to address an item not on the agenda. Tom Lazio and Zach Simonson addressed Council and staff.

There being no further business, Galloway moved, seconded by Reid that the mtg. adjourn. Motion carried 4-1. Absent: Hoffman.

Adjournment was at 7:20 P.M.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Christina Reinhard, CMC, City Clerk

Published in Ottumwa Courier on 3/29/2025.

OTTUMWA CITY COUNCIL MINUTES

SPECIAL WORK SESSION NO. 11
Room 8B – Depot Conference Room

March 25, 2025
5:30 O’Clock P.M.

The meeting was called to order at 5:30 P.M.

Present were Council Member Galloway, Hoffman, McAntire, Caviness, Reid and Mayor Johnson. City Staff present: City Admin. Rath, Finance Dir. O’Donnell, PW Dir. Burgmeier, Dir. of Airport Operations Wheaton, HR Dir. Codjoe, Police Chief Farrington, Fire Chief Canto, IT Mgr. Wilson, Parks & Rec. Dir. Rathje, Library Dir. Ferrell, Aquatics Facility Mgr. Reymann, PIO Lawrence.

Hoffman moved, seconded by Galloway to approve agenda as presented. All ayes.

FY25/26 Budget Workshop cont. discussion; O’Donnell reported. Preview of upcoming Tax Levy Hearing: the City is increasing the levy, but increase is less than 1%; one of three contributing to total Tax Levy (City, School, County) with the County’s increase closer to 17%. Looking at three positions added to budget (Turf Specialist, Facilities Mgr. and Admin. Specialist) – does Council want these included or removed? Will need to approve the budget as presented in April (with possible shortfall) and continue searching for alternative options in order to bring that number down.

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

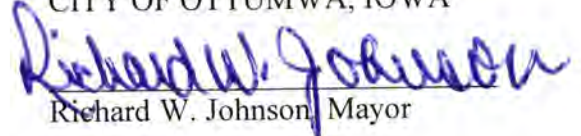
Adjournment was at 6:53 P.M.

ATTEST:



Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 4/5/2025.

CITY OF OTTUMWA		
CLAIMS LISTING 4-1-25 COUNCIL MEETING		
Vendor Name	Purpose	Amount
1ST AYD CORPORATION	OTHER SUPPLIES	\$ 270.00
AHLERS & COONEY P.C.	LEGAL FEES	\$ 10,456.50
ALL ROADS TRUCK & TRAILER	VHCL MTCE SUPPLIES	\$ 1,572.60
ALTORFER	VHCL MTCE SUPPLIES	\$ 1,775.34
AMERICAN TRAFFIC SAFETY	STREET MAINT SUPPLIES	\$ 970.00
APWA	DUES & MEMBERSHIPS	\$ 819.00
AUTOZONE INC	OPERATING SUPPLIES	\$ 775.73
BI-STATE CONTRACTING INC.	CONTRACTUAL SERVICES	\$ 22,305.75
BLACK'S TIRE COMPANY LLC	VHCL MTCE SUPPLIES	\$ 258.44
BMI	DUES & MEMBERSHIPS	\$ 446.00
BOUND TREE MEDICAL LLC	EMS SUPPLIES	\$ 54.56
BRIDGE CITY SANITATION LL	RENTS & LEASES	\$ 580.00
BRIDGE VIEW CENTER	OTHER CAPITAL EQUIPMENT	\$ 49,079.50
BUB'S TREE CARE	TREE TRIMMING	\$ 4,200.00
CANTERA AGGREGATES LLC	STREET MAINT SUPPLIES	\$ 6,872.08
CENTRAL IOWA FASTENERS	OTHER SUPPLIES	\$ 71.60
CENTRAL SALT LLC	STREET MAINT SUPPLIES	\$ 1,826.61
CONSOLIDATED ELECTRICAL	EQUIP REPAIR	\$ 1,214.58
DENISES ALTERATIONS	SUSTENANCE SUPPLIES	\$ 75.00
DEPT INSPECTIONS	DUES & MEMBERSHIPS	\$ 280.00
DINGES FIRE COMPANY	HEAVY MOTORIZED EQUIP	\$ 5,035.08
EAGLE ENGRAVING, INC	SUSTENANCE SUPPLIES	\$ 387.15
ECOSYSTEMS INC	SLUDGE HAULING	\$ 16,610.00
ELLIOTT OIL COMPANY	FUEL TAX	\$ 8,708.22
FASTENAL COMPANY	VHCL MTCE SUPPLIES	\$ 62.84
GABRIEL ROSOKOW	REFUNDS	\$ 50.00
GEOTECH SAND & STONE INC	STREET MAINT SUPPLIES	\$ 217.26
GINGERICH LOGGING	OTHER MAINT & REPAIR	\$ 88.90
GULLET FENCE COMPANY	OTHER SMALL CAPITAL	\$ 35,810.00
HAILEY DREWRY	REFUNDS	\$ 50.00
HAWKEYE TRUCK EQUIPMENT	VHCL MTCE SUPPLIES	\$ 177.55
HEARTLAND HUMANE SOCIETY	OTHER PROF SERV	\$ 10,950.00
HEIMAN FIRE EQUIPMENT	OTHER SMALL CAPITAL	\$ 323.23
HOPKINS & HUBBNER PC	LEGAL FEES	\$ 5,861.79
IDEAL READY MIX	STREET MAINT SUPPLIES	\$ 1,428.75
IMWCA	FIRE W/C 411 CLAIMS	\$ 7,539.85
INDIAN HILLS COMM COLLEGE	TRAINING	\$ 60.00
INDUSTRIAL CHEMICAL	BUILDING MAINT REPAIR	\$ 72.00
INFOMAX OFF SYSTEMS INC	CONTRACTUAL SERVICES	\$ 677.32
INGRAM LIBRARY SERVICES	LIBRARY MAT.-JAMES ESTATE	\$ 2,119.28
IOWA DEPT OF PUBLIC SAFET	TECHNOLOGY SERVICES	\$ 5,790.00
IOWA DEPT TRANSPORTATION	VHCL MTCE SUPPLIES	\$ 142.80
IOWA LAW ENFORCEMENT ACADEMY	OTHER PROF SERV	\$ 350.00
IOWA ONE CALL	OTHER PROF SERV	\$ 144.00

J & M DISPLAYS INC	OTHER SUPPLIES	\$ 15,000.00
JEN LAMOS	REFUNDS	\$ 50.00
JOSH WATSON	CLOTHING ALLOWANCE	\$ 114.95
LEGACY FIRE APPARATUS	VHCL MTCE SUPPLIES	\$ 6,450.91
MACQUEEN EQUIPMENT	CONTRACTUAL SERVICES	\$ 3,244.88
MANATT'S INC	STREET MAINT SUPPLIES	\$ 15,678.22
MCCLURE AND COMPANY	STREET MAINT	\$ 1,077.30
MIDWEST ALARM SERVICES	BLDG MAINT & REPAIR	\$ 716.30
MIKES TIRE AND	CENTRAL GARAGE/VEHICLES	\$ 1,790.00
MOBILE LOCKSMITH & ALARM,	OPERATING SUPPLIES	\$ 9.00
MOSE LEVY COMPANY INC	VHCL MTCE SUPPLIES	\$ 121.03
MOTION INDUSTRIES	OTHER MAINT & REPAIR	\$ 2,287.52
NORRIS ASPHALT PAVING INC	STREET MAINT SUPPLIES	\$ 1,852.95
NORTHWEST IOWA COMMUNITY COLLEGE	OPERATING SUPPLIES	\$ 25.00
POWERPLAN	OPERATING SUPPLIES	\$ 4,583.54
RANDY ALLMAN	REFUNDS	\$ 35.00
ROTO-ROOTER	MISC CONTRACT WORK	\$ 511.00
ROYAL PORTABLE TOILETS	SANITATION	\$ 115.56
SCHUYLER HARLAND	CLOTHING ALLOWANCE	\$ 180.00
SCS ENGINEERS	ENGINEERING	\$ 11,890.13
SUPREME STAFFING INC	CONTRACT EMPLOYEES	\$ 6,201.21
TARGETSOLUTIONS LEARNING	TECHNOLOGY SERVICES	\$ 5,262.65
THE STITCH DOCTOR	SUSTENANCE SUPPLIES	\$ 219.84
THUMBS UP GIFTS & AWARDS	OPERATING SUPPLIES	\$ 262.00
TORRES CONSTRUCTION	CONTRACTUAL SERVICES	\$ 1,200.00
TRAFFIC & TRANSPORTATION	OTHER CAPITAL EQUIP	\$ 7,600.00
TRUITT ABSTRACT COMPANY	CONTRACTUAL SERVICES	\$ 175.00
UNITED SEEDS INC	GROUND MAINT & REPAIR	\$ 290.00
UPS	POSTAGE & SHIPPING	\$ 131.75
WAYNE'S TIRE	VHCL MTCE SUPPLIES	\$ 539.56
WINGER COMPANIES	BLDG MAINT & REPAIR	\$ 513.60
WRH INC	CONTRACTUAL SERVICES	\$ 106,168.20
ADVANTAGE ADMINISTRATORS	OTHER PROF SERV	\$ 190.30
AFLAC	AFLAC DEDUCTION PAYABLE	\$ 1,694.30
ALLIANT ENERGY COMPANY	ELECTRIC	\$ 84,440.20
BRIDGE CITY SANITATION LL	SANITATION	\$ 2,513.00
CENTURYLINK	TELEPHONE/IT	\$ 147.22
CHILD SUPPORT SERVICES	CHILD SUPPORT PAYABLE	\$ 2,093.67
FIDELITY SECURITY LIFE	AVESIS PAYABLE	\$ 2,531.69
INFOMAX	PHOTOCOPIES	\$ 836.70
MIDAMERICAN ENERGY CO	NATURAL GAS	\$ 906.98
MISSIONSQUARE	ICMA DEF COMP PAYABLE	\$ 1,305.38
OTTUMWA WATER & HYDRO	OPERATING SUPPLIES	\$ 146.21
SOUTHERN IOWA ELECTRIC	ELECTRIC	\$ 84.80
WAPELLO COUNTY SHERIFF	PAYMENTS TO OTHER ENTITIE	\$ 2,713.60
WAPELLO COUNTY SHERIFF	GARNISHMENTS PAYABLE	\$ 97.99
WINDSTREAM ENTERPRISE	Telephone/IT	\$ 1,399.02

WOODRIVER ENERGY LLC	NATURAL GAS	\$ 16,377.98
TOTAL		\$ 518,335.45

received
3-25-25 445

Item No. B.-3.

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 1, 2025

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head



City Administrator Approval

AGENDA TITLE: Arbor Day Proclamation

☐

Public hearing required if this box is checked.

RECOMMENDATION: Approve the Proclamation for Arbor Day

DISCUSSION: Arbor Day 2025 has been designated as April 25 by the National Arbor Day Foundation. This proclamation is necessary for the Tree City USA application that the City of Ottumwa applies for every year.

Source of Funds:

Budgeted Item: ☐ Budget Amendment Needed: No



CITY OF OTTUMWA

ARBOR DAY PROCLAMATION

WHEREAS: Trees are a most valuable resource in Ottumwa and the State of Iowa by purifying our air and water, helping to conserve our soil and energy, creating jobs for our people, providing critical wildlife habitat, and yielding bountiful recreation; and

WHEREAS: Disease, insects, and pollutants have damaged and continue to threaten our trees, creating the need for reforestation programs and concerted public action toward ensuring the future of our City's urban forest; and

WHEREAS: This year on April 25, 2025, Arbor Day, the people of Ottumwa paid special attention to the wonderful gift that our trees represent and dedicate themselves to the continued health of our City's urban forest.

NOW, THEREFORE, I, Richard W. Johnson, Mayor, City of Ottumwa, do hereby proclaim April 25, 2025 as Arbor Day in Ottumwa, Iowa.

FURTHER, I urge the citizens of Ottumwa, Iowa, to become aware of the importance of trees to our community's well being and to participate in tree planting programs, which ensure a green environment in the decades to come.

Richard W. Johnson, Mayor

ATTEST:

Chris Reinhard, City Clerk

received
325.25 910

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 1, 2025

Airport
Department

Jay Wheaton
Prepared By
Jay Wheaton
Department Head



City Administrator Approval

AGENDA TITLE: Resolution# 45-2025 Approving the Plans, Specifications, Form of Contract and Estimated cost for the Apron Improvements Project at the Ottumwa Regional Airport.

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

RECOMMENDATION: Pass and adopt Resolution # 45-2025

DISCUSSION: This is a Public Hearing on the proposed Plans, Specifications, Form of Contract and Estimated Cost for the Apron Improvement Project at the Ottumwa Regional Airport. Plans and Specifications for this project have been drafted by our Airport Consultants, Kirkham Michael. Estimated cost for this project is \$1,000,000.00. We will be using FAA Grant Funding for this project.

Bids will be opened by the City of Ottumwa on April 22nd, 2025 at 2:00P.M. at City Hall. The bid report and bid award recommendation will be presented to the City Council at a later date.

RESOLUTION #45-2025

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST FOR THE APRON IMPROVEMENTS PROJECT AT THE OTTUMWA REGIONAL AIRPORT

WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract and estimated cost for the above referenced project; and,

WHEREAS, The estimated cost of the project is \$1,000,000.00 and,

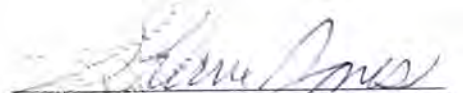
WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT: The plans, specifications, form of contract and estimate of cost for the Apron Improvements Project at the Ottumwa Regional airport are hereby approved and adopted.

PASSED AND ADOPT this April 1st, 2025

CITY OF OTTUMWA, IOWA

ATTEST:


Sherrie Jones, Acting City Clerk


Richard W. Johnson, Mayor

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say that 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 PH-OTTUMWA AIRPORT CITY OF OTTUMWA hereto attached was published in said newspaper for one consecutive weeks to-wit:

03/22/2025

Subscribed and sworn to before me, and in my presence, by the said 24th day of March, 2025



Traci Counterman

Notary Public

In and for Wapello County

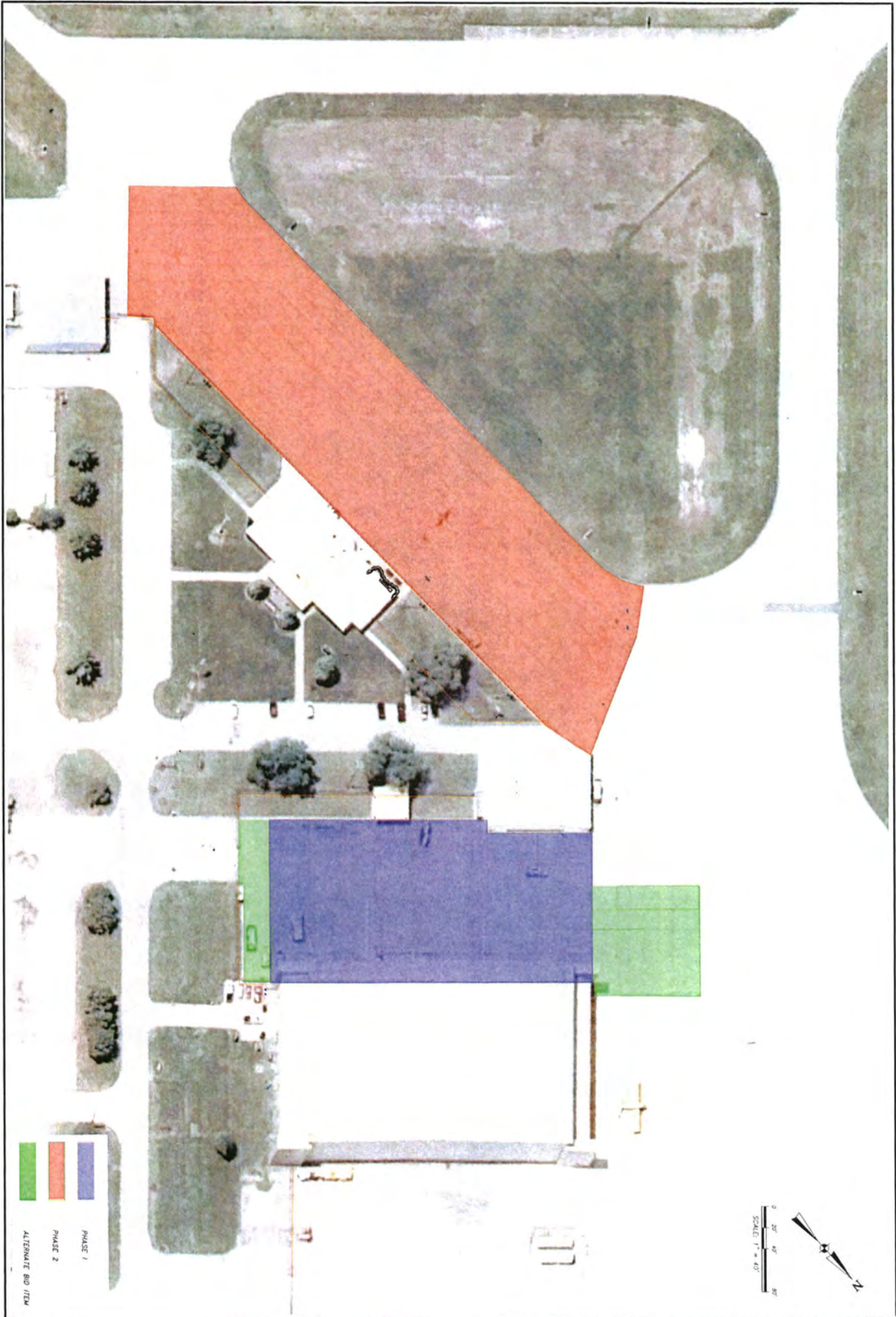
Printer's Fee: \$ 27.68

COPY OF ADVERTISEMENT

Notice of Public Hearing

Notice is hereby given that the City Council of the City of Ottumwa will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as APRON IMPROVEMENTS AT THE OTTUMWA REGIONAL AIRPORT, at 5:30 P.M. on April 1, 2025 at the Bridge View Center, 102 Church Street, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. All written public comments may be submitted to the City Clerks Office, Temporary City Hall, by 4:30 P.M. on April 1, 2025. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract and the estimate of cost for the project.

The Federal Aviation Administration grants program offers grant funding for several types of aviation related projects. This Apron Improvement Project qualifies for total reconstruction of one area and a rehabilitation for the remaining qualified area with funding through the FAA. All work and materials are to be in strict compliance with the Plans and Specifications prepared together with the proposed form of contract and estimate of cost.



SHEET
1

EXHIBIT

APRON REHABILITATION
OTTUMWA REGIONAL AIRPORT (OTM)

OTTUMWA

IOWA

**KIRKHAM
MICHAEL**

received
3-25-25 840

Item No. F.-2.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 1, 2025

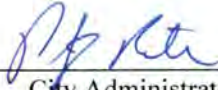
Jake Rusch

Prepared By

Planning & Development

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 51-2025, a resolution accepting the bid and approving the sale of 422 N Wapello to Alma Perez for the sum of \$7,777.77



****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. 51-2025

DISCUSSION: The City accepted bids on this property until 2:00 PM March 12, 2025. Three bids were submitted. Alma Perez submitted the best bid in the amount of \$7,777.77 and staff recommends accepting the bid. A copy of the bid and a bid tab is attached.

Source of Funds: 151-3-342-6499

Budgeted Item:

☐

Budget Amendment Needed:

RESOLUTION No. 51 - 2025

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 422 N WAPELLO TO ALMA PEREZ FOR THE SUM OF \$7,777.77

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as GRANT'S SUB. OF GIL. N 40 1/2' LOT 23 City of Ottumwa, Wapello County, Iowa, also known as 422 N Wapello ; and

WHEREAS, pursuant to Resolution No. 47 – 2025 approved, passed and adopted March 18, 2025 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to the successful bidder; and

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

WHEREAS, the City received Three bids; and

WHEREAS, Alma Perez submitted the best bid in the amount of \$7,777.77; and

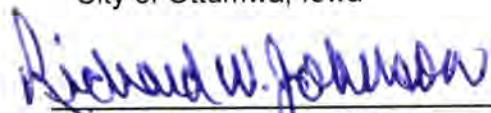
WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Alma Perez, in the amount of \$7,777.77 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

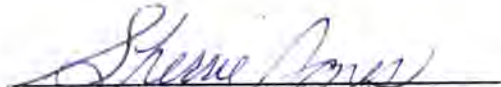
PASSED AND ADOPTED this 1st day of April, 2025.

City of Ottumwa, Iowa



Richard W. Johnson, Mayor

ATTEST:


Sherrie Jones, Acting City Clerk

422 N WAPELLO

Bidder	Bid
Alma Perez	\$7,777.77
Samual Duran	\$7,050.00
Pedro Martinez	\$5,000.00

**PURCHASE AGREEMENT BID FORM
FOR
422 N WAPELLO
OTTUMWA, IOWA**

This proposal is for a City owned property located at **GRANT'S SUB. OF GIL. N 40 1/2' LOT 23 City of Ottumwa, Wapello County, Iowa legally known as 422 N WAPELLO**. The property is located in an R-4 Residential zoning district and must be used in that regard.

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

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

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

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

\$ Seven thousand & Seven hundred Seventy seven 77/100

TOTAL PURCHASE PRICE OFFERED FOR THIS PROPERTY

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

Alma Perez

NAME OF BIDDER (PRINTED)

1929 E Main St.

Ottumwa, IA, 52501

MAILING ADDRESS

03/12/25

DATE

(647) 954-0010

TELEPHONE NUMBER

A.P.

SIGNATURE

alma.021@hotmail.com
EMAIL ADDRESS

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



MAIN OFFICE:
235 RICHMOND
OTTUMWA, IOWA 52501
866.360.5370



No. 0000830524

72-7572/2739

Community 1st Credit Union

CASHIER'S CHECK

*** SEVEN HUNDRED SEVENTY-SEVEN DOLLARS AND 77 CENTS ***

03/11/25

\$777.77

PAY

TO THE
ORDER
OF

EXACTLY **777 Dollars 77 Cents**

CITY OF OTTUMWA

VOID AFTER 90 DAYS

James M. Hille

AUTHORIZED SIGNATURE

422 NORTH WAPELLO ST.



Alma Perez

422 N Wapell St.

received
3-12-25 11:35A.

Bid 7777.77
Secured 7777

received
3-26-25 8Am

Item No. F.-3.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 1, 2025

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Ordinance 3242-2025 - 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, Wapello County, Iowa



Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt the first reading of Ordinance 3242-2025

DISCUSSION: This ordinance adopts new solid waste fees for noncommercial establishment customers. Per the agreement with Bridge City Sanitation, the per unit cost will increase. To cover this increase as well as potential increases related to landfill tipping fees, fuel surcharges, clean-ups, and administrative costs an increased fee of \$1.50 / unit / month is recommended for FY26 and again in FY27. This adjustment would result in a new rate of \$24.50 / month on July 1, 2025 and \$26.00 / month on July 1, 2026.

Source of Funds: N/A

Budgeted Item:



Budget Amendment Needed: No

ORDINANCE NO. 3242-2025

**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, WAPELLO COUNTY, IOWA**

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

SECTION ONE.

Section 31 ½ - 35 of the municipal code of the City of Ottumwa is hereby amended by repealing Section 31 ½ -35 in its entirety and enacting the following in lieu thereof:

Sec. 31 ½ - 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, 2025 through June 30, 2026: \$24.50 per unit per month

July 1, 2026 through June 30, 2027: \$26.00 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 (SIEDA) Energy Assistance Program are allowed to pay a reduced rate of \$2.00 per month lower than the rates listed above (e.g. \$22.50).
- (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. Effective. 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 City of Ottumwa, Iowa Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

PASSED on its first consideration the 1st day of April, 2025.

PASSED on its second consideration the _____ day of _____, 2025.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2025.

APPROVED this _____ day of _____, 2025.

CITY OF OTTUMWA, IOWA

By: _____
Richard W. Johnson, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2025.

Richard W. Johnson, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2025.

_____ Veto affirmed this _____ day of _____, 2025 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

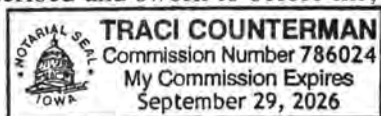
I, Kyle Ocker, being duly sworn on my oath, say that I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement ORD 3242-2025

CITY OF OTTUMWA

hereto attached was published in said newspaper for one consecutive weeks to-wit:

03/22/2025

Subscribed and sworn to before me, and in my presence, by the said 24th day of March, 2025



Traci Counterman

Notary Public

In and for Wapello County

Printer's Fee: \$ 29.52

COPY

ENT

**NOTICE OF PUBLIC
HEARING ON ORDINANCE
NO. 3242-2025 - 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 CON-
CERN:**

Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, April 1, 2025 at 5:30 P.M. at the Bridge View Center, 102 Church Street, Ottumwa, Iowa on Ordinance 3242-2025, 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. April 1, 2025. Written comments may be addressed to: City of Ottumwa, 105 E. Third St., Ottumwa, IA 52501.

Dated this 18th day of March, 2025.

Christina Reinhard
City Clerk,
City of Ottumwa, Iowa



CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of: Apr 1, 2025

Police

Department

Chad Farrington

Prepared By

Chad Farrington

Department Head

City Administrator Approval

AGENDA TITLE: Joint Law Enforcement Center Agreement

☐

Public hearing required if this box is checked.

☐

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

RECOMMENDATION: Approve a new agreement with Wapello County for the maintenance of the Joint Law Enforcement Center.

DISCUSSION: The City of Ottumwa and Wapello County share space in the Joint Law Enforcement Center. The original agreement was created on 06-03-1997 and later modified on 02-03-1998 and the on 03-17-2003. The new agreement would replace the earlier agreements listed above. This agreement is established for the continued maintenance and operation of the Joint Law Enforcement Center.

Source of Funds: 001-110-6310

Budgeted Item:

☐

Budget Amendment Needed:

JOINT LAW ENFORCEMENT CENTER AGREEMENT
Wapello County/ City of Ottumwa, Iowa

This agreement is entered into by and between the City of Ottumwa, Iowa, hereinafter referred to as the City and Wapello County, Iowa hereinafter referred to as the County. This agreement replaces agreement signed on 6/3/1997, 2/3/1998 and 03/17/2003.

Whereas, the City and County wish to enter into an agreement to maintain, staff and operate a Joint Law Enforcement Center which houses the Wapello County Sheriff's Office, the Wapello County Jail and the Ottumwa Police Department.

1. The City and the County agree to work together to promote the safety and security of the citizens of Ottumwa and Wapello County, Iowa through a Joint Law Enforcement Center.
2. The County agrees to provide a Law Enforcement Center building located at 330 West Second Street, Ottumwa. The County will own the building and the land that the building utilizes, including the parking lots. The City will occupy the designated areas of the Law Enforcement Center and will not be subject to paying rent for such space for the life of the Law Enforcement Center Building.
3. The Sheriff and the Chief of Police shall be responsible for their own areas of the Law Enforcement Center and jointly share control over the shared spaces. The Sheriff and the Chief of Police shall be empowered to set and enforce rules regarding the use and security of their own areas of control.
4. For conflict resolutions, including financial issues, regarding this facility both the City and County agree to enter into a contract with a professional mediator/arbitrator, pursuant to Chapter 679A, 2001 Code of Iowa. All disputes will be settled within 60 days. Cost for such service will be split equally between the City and the County. Arbitrator's decision may be appealed to District Court, pursuant to Iowa law.
5. **ANNUAL BUDGET** — A staff committee comprised of the Sheriff, Police Chief, City Finance Director, and County Auditor shall prepare a budget for each year that will include maintenance items (light bulbs, broken windows, painting, flooring, etc.), grounds maintenance (snow removal and lawn care), as well as major maintenance items. Projections of current fiscal year expenses will be included in the annual budget to be presented for approval. The committee will present the budget to the County Supervisors and to the City Council and both entities must approve before the budgeted funds can be spent. Said budget shall be prepared no later than December 31st of the year proceeding the fiscal year to commence on July 1st of the next calendar year. Further, the staff committee shall meet on or before April 15th of each year to review year to date expenditures and recommend to the County Supervisors and City Council any amendment to the current fiscal year's budget.

6. Other Costs. It is recognized there will be costs associated with operating the Law Enforcement Center that each entity are responsible for which are outside of the general maintenance of the building and grounds. These costs and are reflected below:
- a) Insurance. It shall be the responsibility of the County to obtain and maintain property insurance on the building. The cost of such insurance shall be assessed to the City and the County based on the amount of square footage occupied by each agency. The City and the County shall each pay 50% of the cost of insurance for the shared spaces. Both the County and the City shall be responsible for the maintenance of insurance for its own respective liability and personal property within the building. County shall provide to City the cost of insurance as soon as it is available.
 - b) Utilities. The County will pay the utility costs of the building. The cost of utilities shall be assessed to the City and the County based on the amount of square footage occupied by each agency. The City and the County shall each pay 50% of the cost of utilities for the shared spaces.
 - c) Custodial Services. Custodial services for the Sheriff's Office and Jail will be the responsibility of the County. Custodial services for the Police Department and shared spaces will be the responsibility of the City. The County will reimburse the City for 50% of the custodial expense in the shared spaces.
 - d) Telephone. Both the City and the County shall provide its own telephone system in their respective portions of the building and shall be responsible for the cost of those systems. Telephones in joint use areas will be provided for in an equitable manner by each party, i.e., an equal amount of phones will be maintained.
7. A Maintenance Fund shall be established and maintained by the County. The intent of the fund is to provide the revenue necessary for annual maintenance requirements thought out each fiscal year for the Law Enforcement Center.

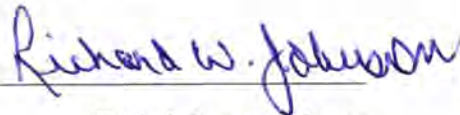
The following monies will be deposited in the Maintenance Fund:

- a) The County and City will each fund the maintenance fund annually. The annual budget amount for the Law Enforcement Center as approved by both entities shall be assessed to the City and the County based on the amount of square footage occupied by each agency. The City and the County shall each pay 50% of the cost of for maintenance fund the shared spaces.
 - b) Interest earned on the Maintenance Fund will remain in the Maintenance Fund until the end of the fiscal year.
 - c) At the close out of each fiscal year any money remaining in the maintenance fund after all costs have been paid for the previous year shall be transferred to the Capital Project Fund.
8. In addition to the Maintenance Fund, a Capital Project Fund shall be established and maintained by the County. The intent of the fund is to provide for annual capital improvements to the Law Enforcement Center for major maintenance and/or repair. Examples of major items include replacement of roof, heating and air conditioning systems, parking areas, etc.

The following monies will be deposited in the Capital Project Fund:

On an annual basis, the County and City will contribute Fifty cents (\$.50) per square foot occupied by each entity with Twenty-five (\$.25) per square foot from each entity for shared space. The revenue collected in this paragraph shall be placed in the Law Center Capital Project Fund. Any unexpended funds remaining at the end of the year will remain in the Capital Project fund and be rolled over into the next fiscal year.

9. Purchasing policies of the County will be followed.
10. Emergency, unbudgeted purchases from the fund will be made only upon recommendation of the committee and approval of both the County Supervisors and the City Council.
11. This agreement shall be for the life of the facility with all sections except #'s 1,2,3 and 4 subject to review every two years. All parts of the agreement may be amended with approval of the City Council and the County Board of Supervisors.
12. The previous Joint Law Enforcement Center Agreement between Wapello County and the City of Ottumwa, Iowa entered into on June 3, 1997, February 3, 1998 and March 17, 2003 is hereby revoked.



Rick Johnson, Mayor

DATE SIGNED

4/2/25

ATTEST:



DATE SIGNED

4/2/25

~~Chris Reinhard, City Clerk~~
Sherrie Jones, Acting

WAPELLO COUNTY



DATE SIGNED

March 25, 2025

Darren Batterson, Chair-Board of Supervisors

ATTEST:



DATE SIGNED

March 25, 2025

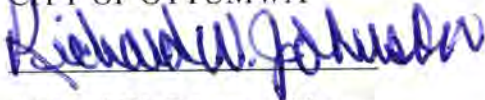
Kelly Spurgeon, County Auditor

The following monies will be deposited in the Capital Project Fund:

On an annual basis, the County and City will contribute Fifty cents (\$.50) per square foot occupied by each entity with Twenty-five (\$.25) per square foot from each entity for shared space. The revenue collected in this paragraph shall be placed in the Law Center Capital Project Fund. Any unexpended funds remaining at the end of the year will remain in the Capital Project fund and be rolled over into the next fiscal year.

9. Purchasing policies of the County will be followed.
10. Emergency, unbudgeted purchases from the fund will be made only upon recommendation of the committee and approval of both the County Supervisors and the City Council.
11. This agreement shall be for the life of the facility with all sections except #'s 1,2,3 and 4 subject to review every two years. All parts of the agreement may be amended with approval of the City Council and the County Board of Supervisors.
12. The previous Joint Law Enforcement Center Agreement between Wapello County and the City of Ottumwa, Iowa entered into on June 3, 1997, February 3, 1998 and March 17, 2003 is hereby revoked.

CITY OF OTTUMWA



Richard W. Johnson, Mayor

DATE SIGNED 4/2/25

ATTEST:



Sherrie Jones, Acting City Clerk

DATE SIGNED 4/2/25

WAPELLO COUNTY

DATE SIGNED _____

Darren Batterson, Chair-Board of Supervisors

ATTEST:

DATE SIGNED _____

Kelly Spurgeon, County Auditor

received
3/26/25 8Am

Item No. H.-2.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 1, 2025

Finance

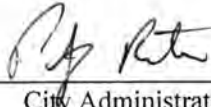
Department

O'Donnell

Prepared By

O'Donnell

Department Head



City Administrator Approval

AGENDA TITLE: Approve Delay In Application of Sewer Base Fee on Multi-family and Mobile Home Units

☐

Public hearing required if this box is checked.

☐

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

RECOMMENDATION: Pass the motion to delay the imposition of sewer base fees on each unit within a multi-family dwelling and each mobile home lot of a mobile home park until January 1, 2026.

DISCUSSION: At the March 18, 2025 meeting the Council directed staff to prepare an agenda item formalizing the Council's desire to delay the imposition of the sewer base charge on each unit within a multi-family dwelling and each mobile home lot of a mobile home park until January 1, 2026.

Source of Funds: N/A

Budgeted Item: ☐ Budget Amendment Needed: No



CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of : Apr 1, 2025

Finance

Department

O'Donnell

Prepared By

O'Donnell

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 50-2025 - Setting Public Hearing - FY 25/26 Annual Budget

☐

Public hearing required if this box is checked.

☐

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

RECOMMENDATION: Pass and adopt Resolution No. 50-2025.

Staff recommends approval of the resolution setting public hearing for April 15, 2025, 5:30 PM on the proposed FY 25/26 Annual Budget.

DISCUSSION: Prior to the certification of taxes and adoption of the proposed budget, a public hearing must be held to receive comments and questions.

Source of Funds: N/A

Budgeted Item:

☐

Budget Amendment Needed: No

RESOLUTION NO. 50-2025

A RESOLUTION SETTING A PUBLIC HEARING ON CITY OF OTTUMWA FISCAL
YEAR 2026 PROPOSED ANNUAL BUDGET

WHEREAS, the City of Ottumwa is required to hold a public hearing on the proposed budget for the coming fiscal year; and,

WHEREAS, the proposed date for this public hearing is Tuesday, April 15, 2025, at 5:30pm at the Bridgeview Center, 102 Church St;

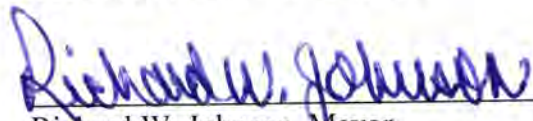
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT:

The public hearing for the proposed FY 2026 Annual Budget is hereby set for Tuesday, April 15, 2025, at 5:30pm, Bridge View Center, 102 Church St.

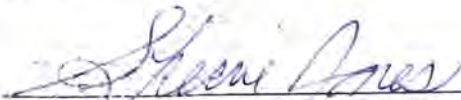
BE IT FURTHER RESOLVED that the City Clerk shall publish notice of said hearing in accordance with Iowa Code in a newspaper of general circulation.

APPROVED, PASSED, AND ADOPTED, this 1st day of April 2025.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Sherrie Jones, Acting City Clerk

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET
Fiscal Year July 1, 2025 - June 30, 2026

City of: OTTUMWA

The City Council will conduct a public hearing on the proposed Budget at: Bridgeview Center 102 Church St Ottumwa, IA 52501 Meeting Date:
 4/15/2025 Meeting Time: 05:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a
 summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult
<https://dom.iowa.gov/local-budget-appeals>.

**The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or
 viewed at the offices of the Mayor, City Clerk, and at the Library.**

The estimated Total tax levy rate per \$1000 valuation on regular property 20.99396

The estimated tax levy rate per \$1000 valuation on Agricultural property is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
 (641) 683-0622

City Clerk/Finance Officer's NAME
 Cole O'Donnell

		Budget FY 2026	Re-estimated FY 2025	Actual FY 2024
Revenues & Other Financing Sources				
Taxes Levied on Property	1	14,859,147	14,751,433	13,919,663
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	14,859,147	14,751,433	13,919,663
Delinquent Property Taxes	4	0	0	14,163
TIF Revenues	5	1,299,383	1,460,073	1,599,986
Other City Taxes	6	7,110,417	6,998,578	6,560,329
Licenses & Permits	7	424,950	356,770	394,521
Use of Money and Property	8	1,643,182	1,887,228	2,114,574
Intergovernmental	9	8,439,057	9,660,038	5,414,963
Charges for Fees & Service	10	16,194,201	15,294,294	12,410,093
Special Assessments	11	20,000	21,000	15,634
Miscellaneous	12	2,164,000	3,962,759	6,127,221
Other Financing Sources	13	8,467,000	7,668,141	84,534
Transfers In	14	15,311,766	18,821,985	28,590,089
Total Revenues and Other Sources	15	75,933,103	80,882,299	77,245,770
Expenditures & Other Financing Uses				
Public Safety	16	12,552,331	11,316,967	9,836,540
Public Works	17	10,642,585	10,982,991	9,301,514
Health and Social Services	18	1,360,034	1,263,787	770,530
Culture and Recreation	19	4,225,454	3,704,740	2,993,016
Community and Economic Development	20	1,167,607	1,128,155	1,487,210
General Government	21	2,975,263	2,859,679	3,174,326
Debt Service	22	4,802,161	3,593,841	6,821,924
Capital Projects	23	13,048,738	12,027,756	5,614,220
Total Government Activities Expenditures	24	50,774,173	46,877,916	39,999,280
Business Type / Enterprises	25	19,880,385	16,856,240	19,307,528
Total ALL Expenditures	26	70,654,558	63,734,156	59,306,808
Transfers Out	27	15,311,766	18,821,985	28,590,089
Total ALL Expenditures/Transfers Out	28	85,966,324	82,556,141	87,896,897
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-10,033,221	-1,673,842	-10,651,127
Beginning Fund Balance July 1	30	39,200,216	40,874,058	51,525,185
Ending Fund Balance June 30	31	29,166,995	39,200,216	40,874,058

Fund #	Fund	Beginning Balance 6/30/2024	Restimated FY 25 Revenues	Restimated FY 25 Expenditures	Estimated Ending Balance FY 25 6/30/2025	Estimated FY 26 Revenues	Estimated FY 26 Expenditures	Estimated Ending Balance FY 26	Change in Balance
001	GENERAL OPERATING FUND - GEN	\$ 5,613,087.73	\$ 19,841,181.11	\$ 19,516,774.29	\$ 5,937,494.55	\$ 20,801,086.00	\$ 21,377,982.06	5,360,598.49	(576,896.06)
002	PARKING RAMP - PARKING RAMP	\$ 66,097.42	\$ 12,200.00	\$ 7,500.00	\$ 70,797.42	\$ 12,000.00	\$ 7,500.00	75,297.42	4,500.00
003	ARPA - ARPA - ARPA - ARPA - ARP	\$ 986,941.42	\$ 15,000.00	\$ 986,941.00	\$ 15,000.42	\$ -	\$ -	15,000.42	0.00
005	FRANCHISE FEES - FRANCHISE FEE	\$ 14,586.55	\$ 1,410,000.00	\$ 1,600,000.00	\$ (175,413.45)	\$ 1,415,000.00	\$ 1,415,000.00	(175,413.45)	0.00
110	ROAD USE TAX	\$ 4,720,407.99	\$ 4,562,709.00	\$ 7,935,515.84	\$ 1,347,601.15	\$ 5,193,399.00	\$ 5,959,522.07	581,478.08	(766,123.07)
112	EMPLOYEE BENEFITS - EMPLOYEE	\$ (60,249.95)	\$ 5,368,323.00	\$ 5,247,500.00	\$ 60,573.05	\$ 5,718,096.00	\$ 6,119,854.00	175,693.05	115,120.00
119	EMERGENCY FUND	\$ (1,062.27)	\$ 80.00	\$ -	\$ (982.27)	\$ -	\$ -	(982.27)	0.00
121	SALES TAX 1% - SALES TAX 1% - SA	\$ 1,919,573.49	\$ 4,700,000.00	\$ 5,360,984.00	\$ 1,258,589.49	\$ 4,800,000.00	\$ 4,719,323.00	1,339,266.49	80,677.00
123	BONITA TIF	\$ -	\$ 90,700.00	\$ 90,000.00	\$ 700.00	\$ 90,700.00	\$ 90,000.00	1,400.00	700.00
125	WESTGATE TIF - WESTGATE TIF - Y	\$ 33,902.66	\$ 1,029,826.00	\$ 905,148.00	\$ 158,580.66	\$ 795,227.00	\$ 923,819.00	29,988.66	(128,592.00)
126	AIRPORT TIF - AIRPORT TIF - AIRPO	\$ 106,361.82	\$ 210,650.00	\$ 206,650.00	\$ 110,361.82	\$ 214,650.00	\$ 210,950.00	114,061.82	3,700.00
128	WILDWOOD HWY 34 TIF - WILDW	\$ (81,252.42)	\$ 140,800.00	\$ 211,504.00	\$ (151,956.42)	\$ 210,414.00	\$ 210,664.00	(152,206.42)	(250.00)
129	RISK MANAGEMENT - RISK MANA	\$ 699,964.07	\$ 597,474.00	\$ 589,052.00	\$ 708,386.07	\$ 642,594.00	\$ 596,523.00	754,457.07	46,071.00
130	411 MEDICAL COSTS - 411 MEDIC	\$ -	\$ 171,000.00	\$ 171,400.00	\$ (400.00)	\$ 171,000.00	\$ 162,200.00	8,400.00	8,800.00
131	AIRPORT - AIRPORT - AIRPORT - A	\$ 583,832.87	\$ 1,617,177.00	\$ 1,636,563.91	\$ 564,445.96	\$ 1,735,824.00	\$ 1,827,186.49	473,083.47	(91,362.49)
133	LIBRARY - LIBRARY - LIBRARY - LIB	\$ 281,722.29	\$ 907,066.00	\$ 907,739.00	\$ 281,049.29	\$ 925,091.00	\$ 955,520.90	250,619.39	(30,429.90)
135	CEMETERY - CEMETERY - CEMETE	\$ 491,442.18	\$ 422,539.00	\$ 375,442.42	\$ 538,538.76	\$ 414,114.00	\$ 394,196.18	558,456.58	19,917.82
137	HAZMAT - HAZMAT - HAZMAT - H	\$ 131,520.80	\$ 140,200.00	\$ 134,946.00	\$ 136,774.80	\$ 115,000.00	\$ 141,395.31	110,379.49	(26,395.31)
141	2023 UPPER SOTRY HSG CDBG - 2	\$ 212,766.66	\$ 129,000.00	\$ -	\$ 341,766.66	\$ 9,000.00	\$ -	350,766.66	9,000.00
146	DOWNTOWN STR	\$ 146,509.49	\$ 5,000.00	\$ -	\$ 151,509.49	\$ 4,000.00	\$ -	155,509.49	4,000.00
147	CDBG P-2 MAS	\$ 18,160.00	\$ 600.00	\$ -	\$ 18,760.00	\$ -	\$ -	18,760.00	0.00
151	OTHER BOND PROJECTS - OTHER	\$ 1,989,636.02	\$ 4,947,729.00	\$ 3,953,170.00	\$ 2,984,195.02	\$ 45,000.00	\$ 1,654,600.00	1,374,595.02	(1,609,600.00)
162	SSMID DISTRICT - SSMID DISTRICT	\$ 241,541.64	\$ 131,577.00	\$ 75,000.00	\$ 298,118.64	\$ 122,128.00	\$ 75,000.00	345,246.64	47,128.00
167	FIRE BEQUEST - FIRE BEQUEST - F	\$ 12,942.54	\$ 2,900.00	\$ 3,774.00	\$ 12,068.54	\$ 2,500.00	\$ 2,000.00	12,568.54	500.00
171	RETIREE HEALTH	\$ 1.23	\$ -	\$ -	\$ 1.23	\$ -	\$ -	1.23	0.00
173	LIBRARY BEQUEST - LIBRARY BEQ	\$ 166,260.27	\$ 103,348.00	\$ 103,200.00	\$ 166,408.27	\$ 107,000.00	\$ 99,500.00	173,908.27	7,500.00
174	COMMUNITY DEVELOPMENT - CO	\$ 282,575.08	\$ 59,000.00	\$ 65,000.00	\$ 276,575.08	\$ 58,500.00	\$ 50,000.00	285,075.08	8,500.00
175	POLICE BEQUEST - POLICE BEQUE	\$ 210,947.76	\$ 39,600.00	\$ 19,000.00	\$ 231,547.76	\$ 26,350.00	\$ 19,000.00	238,897.76	7,350.00
176	REIMBURSEMENT GRANTS	\$ 1,831.18	\$ 21,679.00	\$ 22,944.00	\$ 566.18	\$ -	\$ -	566.18	0.00
177	HISTORIC PRESERVATION	\$ 19,201.62	\$ 600.00	\$ -	\$ 19,801.62	\$ 600.00	\$ 600.00	19,801.62	0.00
200	DEBT SERVICE - DEBT SERVICE - D	\$ (57,913.15)	\$ 5,233,486.00	\$ 3,593,841.00	\$ 1,581,731.85	\$ 5,087,194.00	\$ 4,802,161.00	1,866,764.85	285,033.00
301	STREET PROJECTS - STREET PROJE	\$ 3,227,476.99	\$ 5,075,000.00	\$ 3,939,789.35	\$ 4,362,687.64	\$ 4,875,000.00	\$ 9,153,166.46	84,521.18	(4,278,166.46)
303	AIRPORT PROJECTS - AIRPORT PRO	\$ 483,903.37	\$ 702,822.00	\$ 1,542,168.00	\$ (355,442.63)	\$ 1,483,717.00	\$ 1,977,906.00	(849,631.63)	(494,189.00)
307	SIDEWALK & CURB PROJECTS - SII	\$ 32,582.03	\$ 1,000.00	\$ 44,207.00	\$ (10,624.97)	\$ -	\$ -	(10,624.97)	0.00
309	PARK PROJECTS - PARK PROJECTS	\$ -	\$ 2,224,000.00	\$ 2,210,586.00	\$ 13,414.00	\$ 428,000.00	\$ 427,000.00	14,414.00	1,000.00

I-1.

310	EQUIPMENT PURCHASE - EQUIPM	\$ 1,365,733.30	\$ 1,235,000.00	\$ 1,208,823.00	\$ 1,391,910.30	\$ 15,000.00	\$ 624,166.00	782,744.30	(609,166.00)
311	LEVEE PROJECTS - LEVEE PROJECT	\$ -	\$ 1,300,000.00	\$ 500,274.73	\$ 799,725.27	\$ -	\$ 760,000.00	39,725.27	(760,000.00)
313	EVENT CENTER CONSTR - EVENT C	\$ 52,454.65	\$ 420,160.00	\$ 289,470.00	\$ 183,144.65	\$ 100.00	\$ 183,245.00	(0.35)	(183,145.00)
315	SEWER CONSTRUCTION - SEWER	\$ 7,064,993.94	\$ 5,084,000.00	\$ 6,144,895.00	\$ 6,004,098.94	\$ 8,250,000.00	\$ 7,708,788.36	6,545,310.58	541,211.64
501	CEMETERY MEMORIAL - CEMETER	\$ 1,057.52	\$ 6,800.00	\$ 6,800.00	\$ 1,057.52	\$ 5,000.00	\$ 5,000.00	1,057.52	0.00
503	CEMETERY PERPETUAL CARE - CE	\$ 777.26	\$ 29,000.00	\$ 25,000.00	\$ 4,777.26	\$ 24,000.00	\$ 20,000.00	8,777.26	4,000.00
610	SEWER UTILITY - SEWER UTILITY -	\$ 1,203,655.08	\$ 7,469,850.00	\$ 6,768,235.29	\$ 1,905,269.79	\$ 8,256,182.00	\$ 8,087,404.74	2,074,047.05	168,777.26
611	SEWER SINKING - SEWER SINKING	\$ 828,804.57	\$ 25,000.00	\$ 604,528.00	\$ 249,276.57	\$ 593,456.00	\$ 590,456.00	252,276.57	3,000.00
613	SEWER IMPROVEMENT - SEWER I	\$ 5,246,909.21	\$ 690,000.00	\$ 1,000,000.00	\$ 4,936,909.21	\$ 50,000.00	\$ -	4,986,909.21	50,000.00
670	LANDFILL - LANDFILL - LANDFILL -	\$ 1,418,603.16	\$ 3,223,240.00	\$ 3,235,334.55	\$ 1,406,508.61	\$ 2,475,350.00	\$ 3,232,164.60	649,694.01	(756,814.60)
671	LANDFILL RESERVE - LANDFILL RE	\$ 1,361,988.85	\$ 77,590.00	\$ -	\$ 1,439,578.85	\$ 75,000.00	\$ -	1,514,578.85	75,000.00
673	RECYCLING	\$ 471,883.14	\$ 746,163.00	\$ 733,935.82	\$ 484,110.32	\$ 739,288.00	\$ 817,923.71	405,474.61	(78,635.71)
690	TRANSIT FUND	\$ 645,660.81	\$ 21,000.00	\$ -	\$ 666,660.81	\$ 20,000.00	\$ -	686,660.81	20,000.00
720	BRIDGEVIEW EVENT CENTER - BRI	\$ 112,039.59	\$ 582,560.00	\$ 665,346.00	\$ 29,253.59	\$ 447,399.00	\$ 532,388.00	(55,735.41)	(84,989.00)
750	GOLF COURSE - GOLF COURSE - G	\$ (466.00)	\$ 59,600.00	\$ 31,682.00	\$ 27,452.00	\$ 57,600.00	\$ 32,220.00	52,832.00	25,380.00
		\$ 42,269,394.46	\$ 80,884,229.11	\$ 82,670,664.20	\$ 40,482,959.37	\$ 76,511,559.00	\$ 85,966,325.88	\$ 31,545,070.49	\$ (8,937,888.88)

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: April 1, 2025

Phillip Burgmeier

Prepared By

Engineering
Department

Phillip Burgmeier
Department Head

Phil Rath -CR
City Administrator Approval

AGENDA TITLE: Resolution #54-2025. Awarding the contract and approving the contract, bond, and certificate of insurance for the S. Market Street Gateway 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 #54-2025.

DISCUSSION: This project will construct and install two columns and an over-the-road truss/signage assembly with lighting. Columns are comprised of PCC footings, CMU core walls, brick and cast stone masonry veneer, cast stone caps, and internal steel columns to support the truss structure. Tile art will be installed as a separate project. The trusses are approximately 10.5' tall and will span 70' across Market Street at a minimum height of 16'-6" above the roadway. The Gateway will be located at the north end of the Market Street Bridge.

Plans and Specifications governing the construction of the proposed work were prepared by Genus Landscape Architects. Bidding forms were posted on Beeline and Blue's ePlanroom. A Notice of Project was also placed on the City website.

Bids were received and opened by the City of Ottumwa on March 12, 2025 at 2:00 p.m. Three (3) bids were received. The lowest responsible bidder is Christner Contracting, Inc. of Ottumwa, Iowa in the amount of \$358,473.00.

Attached are the required bonds, certificate of insurance, and signed contract with Christner Contracting, Inc. of Ottumwa, Iowa and they are on file with the City Clerk.

The Plan Holders List and Bid Tab are attached.

Estimated Cost: \$461,720.00

RESOLUTION #54-2025

A RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT,
INSURANCE AND BOND FOR THE S. MARKET STREET GATEWAY PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Christner Contracting, Inc. of Ottumwa, Iowa, in the amount of \$358,473.00 based on total unit price and estimated quantities; and,

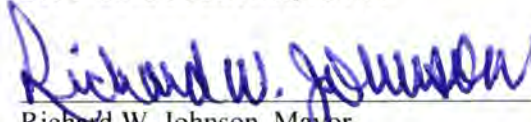
WHEREAS, Bids were received, proper, and mathematically correct; and

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 award of contract for the above referenced project is made to the lowest responsible bidder, Christner Contracting, Inc. of Ottumwa, Iowa in the amount of \$358,473.00. The contract, bond and certificate of insurance for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 1st day of April, 2025.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Sherrie Jones, Acting City Clerk

gēnus

[landscape architects]

March 14, 2025

Phillip Burgmeier
City Engineer
City of Ottumwa, IA
E: burgmeierp@ottumwa.us

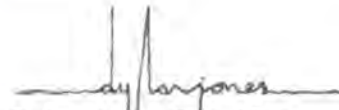
Phillip,

A Public Bid Opening was held on March 12, 2025 for the South Market Street Gateway project. A total of three compliant bids were received. Bids ranged from \$345,613.00 to \$457,773.00 compared to the bid document cost opinion of \$461,720.00. There was one alternate on the project. The Base Bid + Alternate #1 bids ranged from \$358,473.00 to \$462,773.00.

Genus has reviewed all bid proposals and prepared the attached bid tabulation. There were some math errors on the hand-written bid forms, which are noted by highlighted cells in the bid tabulation, but they did not affect the bid results. It is our recommendation that the City of Ottumwa accept Christner Contracting's Base Bid + Alternate #1 in the amount of \$358,473.00 and execute a contract for the project work. Brad Fisher of Christner Contracting has reviewed and approved the bid tabulation numbers in writing.

We look forward to working with the City to see this project through construction!

Sincerely,



Dylan Jones, PLA, ASLA
Associate

520 42ND STREET
SUITE 400
DES MOINES, IA 50312

T 515 284 1010
WWW.GENUS-LA.COM

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **APRIL 1, 2025**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Christner Contracting, Inc., Ottumwa, IA**, 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: **"SOUTH MARKET STREET GATEWAY - Ottumwa, Iowa"** prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed in 97 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 **\$358,473.00** 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: Sharon Jones
Title Acting City Clerk

Christner Contracting, Inc

Contractor

By Chris Christner
Title President
Address 17587 HWY 34
City, State, Zip Ottumwa, IA, 52501



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/19/2025

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 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Sam DeBartolo PHONE (A/C, No, Ext): E-MAIL ADDRESS: SDeBartolo@holmesmurphy.com FAX (A/C, No):
INSURED Christner Contracting, Inc. 17587 Highway 34 W Ottumwa, IA 52501	INSURER(S) AFFORDING COVERAGE INSURER A : Union Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 25844

COVERAGES**CERTIFICATE NUMBER:** 255739125**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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CPA331625623	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPA331625623	9/15/2024	9/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CPA331625623	9/15/2024	9/15/2025	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WCA331630121	9/15/2024	9/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment		CPA331625623	9/15/2024	9/15/2025	Equipment Leased/Rented \$ Per Schedule 300,000

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

Project: South Market Street Gateway
City of Ottumwa, Iowa is included as an additional insured on the General Liability policy when required by written contract or agreement per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

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

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

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SECTION 00510

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Bond Number

S049286

PRINCIPAL (Legal Name and Business Address)

**Christner Contracting, Inc.,
17587 Highway 34 West,
Ottumwa, IA 52501**

STATE OF INCORPORATION

Iowa

SURETY (Legal Name and Business Address)

**Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306**

CONTRACT NO.

CONTRACT DATE

April 1, 2025

PENAL SUM OF BOND (Expressed in words and numerals)

Three Hundred Fifty-eight Thousand Four Hundred Seventy-three & 00/100 (\$358,473.00)

KNOW ALL BY THESE PRESENTS:

That we, Christner Contracting, Inc., as Principal

(hereinafter the "CONTRACTOR" or "PRINCIPAL" and

Employers Mutual Casualty 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

Three Hundred Fifty-eight Thousand Four Hundred Seventy-three & 00/100

dollars (\$ 358,473.00), 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 1st day of April, 2025, wherein said CONTRACTOR undertakes and agrees to construct the following described improvements:

Project Name: South Market Street Gateway

Project Location: City of Ottumwa, Iowa

The Work generally consists of:

Prepare site through selective demolition for the construction/installation of two brick columns and an over-the-road truss/signage assembly with lighting. Brick columns are comprised of PCC footings, CMU walls, brick and cast stone masonry construction, and steel columns to support the truss structure. Modify the two existing/salvaged trusses for the construction of the over-the-road sign per Plans. Brick columns shall be vented and drained per Plans. Electrical and lighting shall be installed to light the truss, signage, and artwork per Plans. Restore paved and lawn areas surrounding the columns per Plans.

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 or 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 1st day of April, 2025.

Surety Countersigned By:

PRINCIPAL:

Not Required

Christner Contracting, Inc.

Signature of Agent

Contractor

By:

Anthony Christner
Signature
President
Title

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

SURETY:

Employers Mutual Casualty Company

Surety Company

By:

Jamie Gifford
Signature Attorney-in-Fact Officer

Jamie Gifford

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number



Sara Huston

Sara Huston, Witness as to Surety

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.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, ANNE CROWNER, DIONE R. YOUNG, Seth D. Rooker, Jennifer Marrio, Ben Williams, Sara Huston, Kate Zanders, John Cord, Joe Tiernan, Jamie Gifford, Grace Dickinson

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

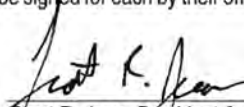
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.

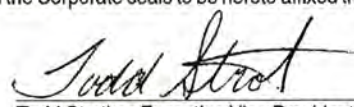
AUTHORITY FOR POWER OF ATTORNEY

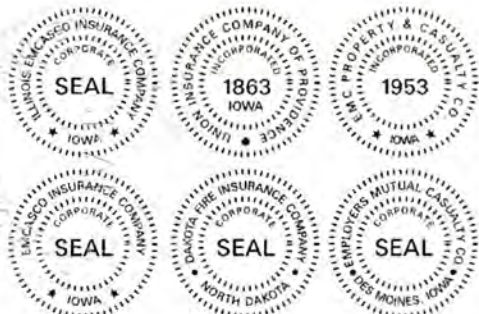
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

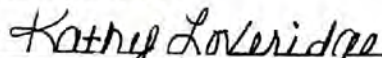

 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6


 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6



On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

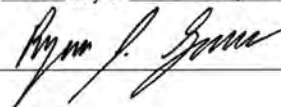
My Commission Expires October 10, 2025.


 Notary Public in and for the State of Iowa

CERTIFICATE

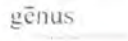
I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of April, 2025.


 Vice President

SOUTH MARKET STREET GATEWAY
BID TABULATION

MARCH 12, 2025 | 2:00 PM | Columbus City Hall



ENGINEER'S ESTIMATE				
ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
MOBILIZATION, SURVEYING, AND TRAFFIC CONTROL				
Mobilization	LS	1	\$35,000.00	\$35,000.00
General Conditions	LS	1	\$43,000.00	\$43,000.00
Install Safety Fencing around work areas, remove upon completion	LS	1	\$5,000.00	\$5,000.00
Vehicle Traffic Control - Install, Maintain, and Remove	LS	1	\$7,500.00	\$7,500.00
Erosion Control	LS	1	\$3,000.00	\$3,000.00
Construction Staking	LS	1	\$5,000.00	\$5,000.00
SECTION TOTAL				\$100,500.00
SITE CLEARING AND DEMOLITION + PAVEMENT/LAWN RESTORATION				
Pavement Removal, including Cuts and Manholes, (Paved) Sections of Pavement	SF	442	\$10.00	\$4,420.00
Remove Pedestrian-scale Light Pole and Install Cover Plate of Concrete Bridge Wall	EA	1	\$2,000.00	\$2,000.00
Parking Area Pavement, PCC, Approx. 7" Thick / Subgrade Prep, Subbase, and River Rock - Incidentals	SF	420	\$12.00	\$5,100.00
Lawn Restoration - Seeding	LS	1	\$2,500.00	\$2,500.00
SECTION TOTAL				\$14,220.00
GATEWAY COLUMNS				
Masonry - Block and CMU Core / Linels/Steel Work, Venting/Waterproofing, Hardware - Incidentals - Complete	EA	1	\$110,000.00	\$110,000.00
Cast Stone Panels, Cap, and Air Frame / All Cast Stone, including Hardware/Installation - per Drawing - Complete	LS	1	\$35,000.00	\$35,000.00
Signage - Steel Plate and Letter Assembly (Including Field Welding, Installation - Complete) - see notes on L303 for steel types/finishes ¹	LS	1	\$25,000.00	\$25,000.00
Back-up Wall for Air, mounted to CMU Core / All Materials, Hardware, Installation - Complete	EA	4	\$2,000.00	\$8,000.00
Compaction/Testing for PCC Column Footings	LS	7	\$4,000.00	\$4,000.00
PCC Footings/Piers for Columns / Reinforcement, Formwork, Finishing - Complete	EA	2	\$15,000.00	\$30,000.00
Truss Structural Modifications and Steel Columns / Shipping, Steel Work, Protective Coating - Complete - see notes on L303 for steel types/finishes ¹	LS	1	\$40,000.00	\$40,000.00
Truss Installation / Including Misc. Steel Work per Drawings, Setting, and Field Welding - Complete	LS	1	\$20,000.00	\$20,000.00
SECTION TOTAL				\$272,000.00
ELECTRICAL + LIGHTING				
Lighting - Electrical System (Electrical Feed, Trip + Cylinder Lights - Conduits/Cables/Races, Mounting Hardware, Controls/Programming, Installation - Complete)	LS	1	\$75,000.00	\$75,000.00
SECTION TOTAL				\$75,000.00
BASE BID				\$441,720.00
ALTERNATE #1				
ASTM A588 for new truss, decking, & signage plate steel - see notes on L303 for steel types/finishes ¹	LS	7		\$0.00
SECTION TOTAL				\$0.00
BASE BID + ALTERNATE #1 TOTAL				\$441,720.00

¹ = ADDENDUM #1 (02/20/25)

BIDDER:	Christner Contracting
10% BID SECURITY:	x
BIDDER STATUS FORM:	x
FORM OF PROPOSAL:	x
ADDENDUM #1:	x

UNIT PRICE	EXTENDED PRICE
\$9,000.00	\$9,000.00
\$71,727.00	\$71,727.00
\$2,100.00	\$2,100.00
\$3,100.00	\$3,100.00
\$1,190.00	\$1,190.00
\$3,300.00	\$3,300.00
SECTION TOTAL	\$90,417.00

	\$3.00	\$1,386.00
	\$350.00	\$350.00
	\$11.00	\$4,675.00
	\$800.00	\$800.00
SECTION TOTAL		\$7,211.00

	\$82,034.00	\$82,034.00
	\$31,475.00	\$31,475.00
	\$27,641.00	\$27,641.00
	\$510.00	\$2,040.00
	\$1,000.00	\$1,000.00
	\$6,170.00	\$12,340.00
	\$42,150.00	\$42,150.00
	\$17,419.00	\$17,419.00
SECTION TOTAL		\$214,099.00

\$31,484.00	\$31,484.00
SECTION TOTAL	\$31,484.00

BASE BID	\$345,413.00
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\$12,840.00	\$12,840.00
SECTION TOTAL	\$12,840.00

BASE BID + ALTERNATE #1 TOTAL	\$358,273.00
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NOTE: ADDENDUM #1 IS A SUPPLEMENT TO THE CONTRACT DOCUMENTS AND SHALL BE USED IN CONJUNCTION WITH THE CONTRACT DOCUMENTS.

BIDDER:	PG Construction LLC
10% BID SECURITY:	x
BIDDER STATUS FORM:	x
FORM OF PROPOSAL:	x
ADDENDUM #1:	x

UNIT PRICE	EXTENDED PRICE
\$5,000.00	\$5,000.00
\$20,000.00	\$20,000.00
\$5,000.00	\$5,000.00
\$2,900.00	\$2,900.00
\$550.00	\$550.00
\$1,800.00	\$1,800.00
SECTION TOTAL	\$35,250.00

\$3.25	\$1,201.50
\$1,000.00	\$1,000.00
\$14.95	\$6,303.75
\$1,400.00	\$1,400.00
SECTION TOTAL	\$10,255.25

	\$105,400.00	\$105,400.00
	\$30,000.00	\$30,000.00
	\$44,800.00	\$44,800.00
	\$1,000.00	\$4,000.00
	\$1,200.00	\$1,200.00
	\$7,700.00	\$15,400.00
	\$47,700.00	\$47,700.00
	\$20,000.00	\$20,000.00
SECTION TOTAL		\$248,500.00

	\$36,300.00	\$36,300.00
SECTION TOTAL		\$36,300.00

BASE BID	\$350,305.25
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\$12,750.00	\$12,750
SECTION TOTAL	\$12,750

BASE BID + ALTERNATE #1 TOTAL	\$363,095.25
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NOTE: ADDENDUM #1 IS A SUPPLEMENT TO THE CONTRACT DOCUMENTS AND SHALL BE USED IN CONJUNCTION WITH THE CONTRACT DOCUMENTS.

BIDDER:	Bridge City Construction
10% BID SECURITY:	x
BIDDER STATUS FORM:	x
FORM OF PROPOSAL:	x
ADDENDUM #1:	x

UNIT PRICE	EXTENDED PRICE
\$5,000.00	\$5,000.00
\$25,000.00	\$25,000.00
\$5,000.00	\$5,000.00
\$8,000.00	\$8,000.00
\$3,500.00	\$3,500.00
\$8,500.00	\$8,500.00
SECTION TOTAL	\$55,000.00

\$4.00	\$1,648.00
\$2,500.00	\$2,500.00
\$9.00	\$3,825.00
\$3,000.00	\$3,000.00
SECTION TOTAL	\$11,173.00

	\$108,000.00	\$108,000.00
	\$50,700.00	\$50,700.00
	\$9,500.00	\$9,500.00
	\$1,850.00	\$7,400.00
	\$2,500.00	\$2,500.00
	\$6,250.00	\$12,500.00
	\$11,000.00	\$11,000.00
	\$38,000.00	\$38,000.00
SECTION TOTAL		\$335,600.00

\$56,000.00	\$56,000.00
SECTION TOTAL	\$56,000.00

BASE BID	\$457,773.00
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\$5,000.00	\$5,000.00
SECTION TOTAL	\$5,000.00

BASE BID + ALTERNATE #1 TOTAL	\$462,773.00
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NOTE: ADDENDUM #1 IS A SUPPLEMENT TO THE CONTRACT DOCUMENTS AND SHALL BE USED IN CONJUNCTION WITH THE CONTRACT DOCUMENTS.

South Market Street Gateway - Ottumwa

Plan Holders

Date	Company	Contact
3/7/25 5:42 pm	A & J Drywall 101 South Kenwood Indianola, IA 50125	Alvin Vickroy Tel: 515-238-1502 alvin@ajdrywall.com
2/24/25 3:04 pm	Absolute Group 1800 Burr Oak Blvd Granger, IA 50109	Zachary Seaton Estimator Tel: 515-297-8164 zseaton@absolutegroup.com
2/20/25 9:59 am	AIR CONTROL PRODUCTS, INC 8230 hickman road clive, IA 50325	LINDA ALBRECHT Tel: 515 271 5994 Fax: 515 274 2641 linda@aircontrol.com
2/27/25 2:47 pm	All Steel Erectors LLC 508 S Jefferson St Mt Pleasant, IA 52641	Victor Wenke Owner/Foreman Tel: 3192171547 vwenke@allsteelers.com
3/3/25 1:41 pm	BridgeCity Construction Inc 639 MILL ST Ottumwa, IA 52501	JASON BLUNT Tel: 6416840375 Fax: BridgeCity Construction Inc jason@bridgecityconstruction.com
2/20/25 7:32 am	Caliber Concrete 309 Audubon St Box 248 Adair, IA 50002	Jason Martin Estimator Tel: 5154907633 Fax: 8889659309 www.caliberconcrete.com
2/20/25 7:13 am	Christner Contracting Inc. 17587 HWY 34 Ottumwa, IA 52501	Brad Fisher Estimator Tel: 6412261791 Fax: 641-243-4642 brad@christnercontracting.com
2/20/25 11:48 am	Cornerstone Excavating, Inc. PO Box 928 Washington, IA 52353	Karissa Gilchrist Tel: 319-653-3957 karissa@cornerstoneexcavating.com

Date	Company	Contact
3/4/25 3:56 pm	Dickerson Mechanical 129 N. West Street Colfax, IA 50054	Chad Muck Tel: 5152508507 Fax: 515-674-4338 cmadm@dickersonmechanical.com
2/21/25 3:11 pm	Dodge Data & Analytics 4300 Beltway Place Suite 150 Arlington, TX 76018	Jayalakshmi Loganathan Tel: 413-376-7032 Fax: 609-336-2767 jayalakshmi@conservation.com
2/26/25 1:35 pm	Edwards Cast Stone Co 777 Edwards Rd Dubuque, IA 52003	Ron Hopkins Sales Mgr Tel: 5635805254 Fax: 563-556-8906 ronh@edcstone.com
2/27/25 6:21 am	KMA Steel 328 N D Street Albia, IA 52531	Caleb Chidester Owner Tel: 6419545111 caleb@kmasteel.com
3/3/25 3:20 pm	Lincoln Builders Bureau 5910 S 58th Street, Suite C Lincoln, NE 68516	Michelle Gonzales Tel: 402-421-8332 Fax: 402-421-8334 info@buildersbureau.com
2/19/25 2:10 pm	Master Builders of Iowa 221 Park Street Des Moines, IA 50309	Cindy Adams Tel: 515-288-7339 cuhelp@mbi-build.com
2/24/25 10:41 pm	MB LAWN CARE 7018 Deerview Dr Urbandale, IA 50322	Mirnes Becirovic President Tel: 5153138169 mirnes.becirovic@outlook.com
2/20/25 7:43 am	Minnesota Builders Exchange 1123 Glenwood Avenue Minneapolis, MN 55405	Jeff Boelter Pip Reporter Tel: 6123812647 Fax: 6123812621 jb@mbex.org
2/19/25 2:41 pm	Norfolk Builders Exchange 609 W. Norfolk Ave Norfolk, NE 68701	Jeny Albin Operations VP Tel: (402) 371-4862 Fax: (402) 371-0182 jalbin@norfolkexchange.com

Date	Company	Contact
3/1/25 1:36 am	North America Procurement Council Inc., PBC PO Box 40445 Grand Junction, CO 81504	Eric Johnson Tel: 3024501923 ericjohnson@naipc.org
2/21/25 5:24 pm	Omaha Builders Exchange 4159 South 94th Street Omaha, NE 68127	Lisa Shockey office manager Tel: 402-991-6906 Fax: 402-884-7055 lshockey@omahaexchange.com
2/20/25 1:01 am	PWXPress 1900 Coffeeport Rd jacksonville, FL 32208	Mary Miller PWXPress Tel: 408-676-8941 marymiller@pwxpress.com
2/20/25 4:38 pm	RG Construction, LLC 215 East 4th Street Ottumwa, IA 52501	Rod Grooms Tel: 6419549898 Fax: 6413168181 rodgrooms@rgconstruction.com
2/20/25 7:22 am	Seedorff Masonry, Inc. 408 West Mission St. Strawberry Point, IA 52076	Don Pasker Vice President - Chief Estimator Tel: 563-933-2296 don@seedorffmasonry.com
2/20/25 4:48 pm	Soil-Tek 1101 SE 37th St Grimes, IA 50111	Bryon Wambold Estimator Tel: 515-986-3527 Fax: 515-986-3960 b.wambold@soiltek.com
2/19/25 2:09 pm	The Builders, a chapter of the AGC. 720 Oak Street Kansas City, MO 64106	Lea Anne Hutton Plan Room Reporter Tel: 816-595-4116 hutton@thebuilders.org
2/26/25 7:23 am	TK Concrete, Inc. 1608 Fifield Rd Pella, IA 50219	Jen Vermeer Estimating Assistant Tel: 641-628-4590 Fax: 641-628-0064 jvermeer@tkconcrete.com
3/11/25 11:50 pm	TNSD Structures LLC 114 S 7th St Knoxville, IA 50138-1723	Jason Unger Owner/Estimator Tel: 5157838811 jungertnsd@gmail.com

Date	Company	Contact
2/22/25 9:11 am	Van Maanen Electric 500 Speedway Drive Newton, IA 50208	Josh Hetzler Vice President of Pre-Construction Tel: 641-791-9473 Fax: 641-791-9484 jhetzler@vanmaanenelectric.com
3/10/25 1:29 pm	Van Maanen Electric 500 Speedway Drive Newton, IA 50208	Chad Price Tel: 6418313754 Fax: 641-791-9484 price@vanmaanenelectric.com

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: April 1, 2025

<u>Engineering Department</u> Department	<u>Phillip Burgmeier</u> Prepared By  Department Head
<u>Phil Rath</u> - CR City Administrator Approval	

AGENDA TITLE: Resolution #55-2025, Accepting the work as final and complete for the Wapello Street Extension Trail 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 #55-2025.

DISCUSSION: This project created a concrete trail along the east side of Ferry Street and the Wapello Street Extension between Richmond Avenue and Greater Ottumwa Park. The existing walk was widened along Scooter's Coffee to a width of 8'. From Scooter's Coffee drive to the park the trail is now 10' wide. The trail is approximately 960' long.

TK Concrete of Pella, Iowa has completed the above referenced work according to the plans and specifications. This will authorize final payment releasing all retainage.

Original Contract Amount:	\$84,299.00
Change Order #1	\$ (705.94)
New Contract Amount	\$83,593.06
Less Previous Payments	\$71,267.16
Final Payment	\$12,325.90

Funding:	Legacy Grant	\$30,000.00
	REAP Grant	\$81,000.00

Estimated Cost: \$107,000.00

Source of Funds: Legacy Grant, REAP Grant Budgeted Item: No Budget Amendment Needed: No

RESOLUTION #55-2025

A RESOLUTION ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE
WAPELLO STREET EXTENSION TRAIL PROJECT.

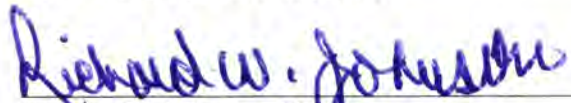
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on October 1, 2024 with TK Concrete of Pella, Iowa for the above referenced project; and

WHEREAS, The project is now complete and final payment can be made releasing all retainage.


NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Wapello Street Extension Trail Project is hereby accepted as complete and authorization to make final payment to TK Concrete of Pella, Iowa in the amount of \$12,325.90 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 1st day of April, 2025.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Sherrie Jones, Acting City Clerk

SECTION 630
PAY ESTIMATE

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Wapello Street Extension Trail

PAY REQUEST NO. 2
Final

FROM CONTRACTOR: TK CONCRETE

PAY PERIOD: 25-Mar-25

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$84,299.00
2. Net change by Change Orders	(\$705.94)
3. Contract Sum to Date (Line 1+ Line 2)	\$83,593.06
4. Total Completed and Stored to Date	\$83,593.06
5. Retainage: 0 % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$83,593.06
7. Less Previous Payments	\$71,267.16
8. Current Payment Due	\$12,325.90

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

CONTRACTOR: TK Concrete Inc

DATE: 3-27-2025

BY: Blaine Kutt

TITLE: Accountant

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.

Libby G
ENGINEERING SUPERVISOR

AMOUNT CERTIFIED: \$12,325.90

DATE: 3-27-2025

DIRECTOR OF PUBLIC WORKS

DATE: _____

Wapello Street Extension Trail

2

3/25/2025

3/25/2025		TK CONCRETE			AS BUILT		QUANTITY	% OF	
ITEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	CONTRACT
1	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	243	\$25.00	\$6,075.00	243	\$6,075.00	\$0.00	100.00%
2	TRAIL, 10' WIDE, P.C.CONCRETE, 6 IN.	SY	946	\$56.50	\$53,449.00	931.47	\$52,628.06	(\$820.94)	98.46%
3	SIDEWALK, P.C.CONCRETE, 6 IN.	SY	45	\$65.00	\$2,925.00	41	\$2,665.00	(\$260.00)	91.11%
4	REMOVAL OF PAVEMENT	SY	110	\$15.00	\$1,650.00	110	\$1,650.00	\$0.00	100.00%
5	TRAFFIC CONTROL	LS	1	\$4,000.00	\$4,000.00	1	\$4,000.00	\$0.00	100.00%
6	SEEDING, FERTILIZING & MULCHING (URBAN)	LS	1	\$5,500.00	\$5,500.00	1	\$5,500.00	\$0.00	100.00%
7	EROSION CONTROL, SILT FENCE & FILTER SOCKS	LF	100	\$4.50	\$450.00	0	\$0.00	(\$450.00)	0.00%
8	EROSION CONTROL, SILT FENCE & FILTER SOCKS REMOVAL	LF	100	\$2.50	\$250.00	0	\$0.00	(\$250.00)	0.00%
9	CONSTRUCTION SURVEY	LS	1	\$3,250.00	\$3,250.00	1	\$3,250.00	\$0.00	100.00%
10	MOBILIZATION	LS	1	\$4,750.00	\$4,750.00	1	\$4,750.00	\$0.00	100.00%
11	CONCRETE WASHOUT	LS	1	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00	100.00%
Add Native Grass Mix to seeding item							\$1,075.00		
					TOTAL		\$84,299.00		
					ASBUILT TOTAL		\$83,593.06		
								(\$1,780.94)	

Section 640
CHANGE ORDER

Project: Wapello Street Extension Trail

To Contractor: TK CONCRETE

Change Order Number: 1

The Contract is changed as follows:

Quantity Adjustments-See Pay App

Add Native Grass mix to Seeding between trail and lagoon

	25-Mar-25
	\$0.00
	<u>-\$1,780.94</u>
	<u>\$1,075.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	(\$705.94)

Base bid amount \$84,299.00

NEW PROJECT TOTAL \$83,593.06

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was \$84,299.00

Net change by previously authorized Change Orders \$0.00

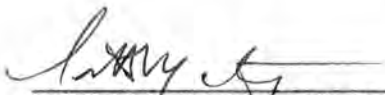
The Contract Sum prior to this change order \$84,299.00

The Contract Sum will be decreased by this change order in the amount of (\$705.94)

The new Contract Sum including this change order \$83,593.06

The Contract Time will be unchanged by 0 days

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



ENGINEERING SUPERVISOR/
DIRECTOR OF PUBLIC WORKS

3-27-2025
DATE

TK CONCRETE
CONTRACTOR

3-27-2025
DATE



BY

Accountant
TITLE

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 1, 2025

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head

Phil Rath - CR
City Administrator Approval

AGENDA TITLE: **Resolution #56-2025** Approving the combined Change Orders (#6, 7, 8 and 9) for the Greater Ottumwa Park Soccer Complex Project (Legacy Fields).

☐

Public hearing required if this box is checked.

RECOMMENDATION: **Pass and Adopt Resolution #56-2025**

DISCUSSION: On December 19, 2023, the City of Ottumwa entered into a contract with Bi-State Construction of West Burlington, Iowa to build 3 soccer fields in Central Addition Park. Change order #6 is for temporary seeding for a cost of \$9035.71. Change order # 7 is for additional managements costs and fuel for \$54,149.51. Change order #8 is for the relocation of the irrigation pump and reduction of the number of quick couplers for \$-1571.30. Change order #9 is for extending the scope of the work for signage, fencing, and fees to Iowa Sports Turf for \$41,269.16. The total cost of these change orders is \$102,883.08, which will increase the total cost of the project to \$2,956,849.04. A summary of the change orders is attached.

Source of Funds: **Ottumwa Regional Legacy Foundation**

Budgeted Item:

☐

Budget Amendment Needed: **No**

The total project cost will be funded by the Ottumwa Regional Legacy Foundation.

RESOLUTION # 56-2025

A RESOLUTION APPROVING CHANGE ORDERS #6, 7, 8, AND 9 FOR THE LEGACY FIELDS SOCCER
COMPLEX PROJECT

WHEREAS, The City of Ottumwa entered into a contract with Bi-State Construction of West Burlington, Iowa on December 19, 2023; and

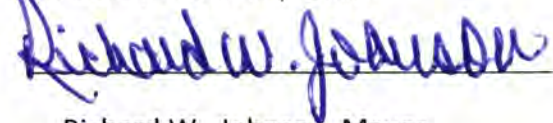
WHEREAS, Change orders #6, 7, 8, and 9 increase the total contract amount by \$102,883.08 to \$2,956,849.04.

WHEREAS, The City of Ottumwa and the Ottumwa Regional Legacy Foundation desires to provide high quality soccer fields for the citizens of Ottumwa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: That the above mentioned change orders for this project are hereby approved.

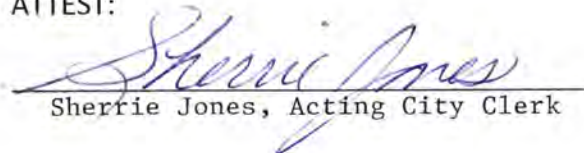
APPROVED, PASSED, AND ADOPTED, this 1st day of April, 2025.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:


Sherrie Jones, Acting City Clerk

Gene Rathje

From: Andy Maw <amaw@welcomeandconnect.org>
Sent: Thursday, March 27, 2025 10:09 AM
To: Gene Rathje; Nieca Link
Cc: A.J. Wenck
Subject: RE: cost

Gene,

This is what I have.

Original Cost	\$3,048,138.00
CO 1	-\$220,313.42
CO 2	+\$16,100.00
CO 3	+\$1,131.22
CO 4	+\$5,163.27
CO 5	+\$3,746.89
CO 6	+\$9,035.71
CO 7 R1	+\$4,149.51
CO 8	-\$1,571.30
CO 9	+\$1,269.16

New Project Cost \$2,956,849.04

-Andy



ANDY MAW
(HE/HIM/HIS)
COMMUNITY INITIATIVES MANAGER

LEGACY FOUNDATION

CONNECT SERVICE

641-226-1199
amaw@ottumwalegacy.org
www.ottumwalegacy.org
www.welcomeandconnect.org
111 E. Main Street, Ottumwa, IA

From: Gene Rathje <rathjeg@ottumwa.us>
Sent: Thursday, March 27, 2025 9:44 AM
To: Nieca Link <nlink@bistatecontracting.com>
Cc: A.J. Wenck <awenck@bistatecontracting.com>; Andy Maw <amaw@welcomeandconnect.org>
Subject: cost

The revised project cost that I have, including the new change orders, is \$2,947,938.80. I am checking to see if this is correct. I need to get the staff summaries turned into the city clerk by noon today.

Thanks,
Gene

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Gene Rathje

From: Andy Maw <amaw@welcomeandconnect.org>
Sent: Wednesday, March 26, 2025 2:46 PM
To: Cole O'Donnell; Gene Rathje; Philip Rath
Subject: RE: COR #7R1 and COR #9

I am fine with these going to the council all at once. Our only concern is that the price that is being held for us is not indefinite as the fear of tariffs is raising the cost of these goods. As the funders of this project, our budget covers the cost of CO #9 and most of CO #7R1. CO #9 are material costs and CO #7R1 is for extra labor due to the project being extended into two fiscal years. We just have to get board approval to give us the additional funds for that portion of the CO #7R1 at their next board meeting. There will be no shortfall on funding for the project.

-Andy



ANDY MAW
(HE/HIM/HIS)
COMMUNITY INITIATIVES MANAGER

 **LEGACY**
FOUNDATION

 **CONNECT SERVICE**

641-226-1199
amaw@ottumwalegacy.org
www.ottumwalegacy.org
www.welcomeandconnect.org
111 E. Main Street, Ottumwa, IA

From: Cole O'Donnell <odonnellc@ottumwa.us>
Sent: Wednesday, March 26, 2025 2:35 PM
To: rathjeg@ottumwa.us; Philip Rath <rathp@ottumwa.us>; Andy Maw <amaw@welcomeandconnect.org>
Subject: Re: COR #7R1 and COR #9

Everyone,

First, any change over \$25,000 needs council approval. If all of these change orders are coming at once, the cumulative amount requires all to be presented. I would not feel comfortable splitting them to avoid council approval.

I will also need to know how these fit into available funds. Are they covered under existing budget? Will there be a shortfall in funding? Where would shortfall come from?

Thank you,

Cole S. O'Donnell
Finance Director
City of Ottumwa

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ADDITIONAL WORK AUTHORIZATION
FOR



110 Washington Road
West Burlington, Iowa 52655

CHANGE ORDER REQUEST #	DATE
6	February 5, 2025
CUSTOMER NAME	
City of Ottumwa	
CITY	STATE/ZIP
Ottumwa	IOWA/52501

JOB NAME	Greater Ottumwa Soccer Complex	LOCATION	Ottumwa, IA
JOB/CONTRACT #	7064	DATE	September 14, 2023

We hereby submit the following specifically described additional work:

Temporary seeding for the project.

Bi-State

Mobilization	\$500.00
Temporary seed @ \$800/ acre for 9 acres	\$7,200.00

This will add 0 calendar days to the contract.

Profit/ Overhead (15%)	\$1,155.00
Bond (2% of total cost)	\$180.71

ADDITIONAL CHARGE FOR ABOVE DESCRIBED WORK IS: \$ \$9,035.71 Dollars
with payments to be made as follows: In accordance with existing contract

ATTACHMENTS:
FILE:

Additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated.

We propose hereby to furnish material and labor - complete in accordance with these specifications at the stated price.

Respectfully submitted:  2.5.25

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance: _____ Signature: 

ADDITIONAL WORK AUTHORIZATION
FOR



110 Washington Road
West Burlington, Iowa 52655

CHANGE ORDER REQUEST # 7R1	DATE March 25, 2025
CUSTOMER NAME City of Ottumwa	
CITY Ottumwa	STATE/ZIP IOWA/52501

JOB NAME Greater Ottumwa Soccer Complex	LOCATION Ottumwa, IA
JOB/CONTRACT # 7064	DATE September 14 ,2023

We hereby submit the following specifically described additional work:

Additional costs incurred to extend project over 2 years.

Bi-State

Additional management costs and fuel

\$46,144.80

This will add 365 calendar days to the contract.

Profit/ Overhead (15%)

\$6,921.72

Bond (2% of total cost)

\$1,082.99

ADDITIONAL CHARGE FOR ABOVE DESCRIBED WORK IS: \$ **\$54,149.51** **Dollars**
with payments to be made as follows: **In accordance with existing contract**

ATTACHMENTS:
FILE:

Additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated.

We propose hereby to furnish material and labor - complete in accordance with these specifications at the stated price.

Respectfully submitted:

3.25.25

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance: _____ Signature: _____

Fuel- ~~\$9,375~~ \$0

Fuel as shown on the COR is daily figure for our personnel to drive to the site (per diem). This is a set cost of \$75/ day. This covers superintendents, laborers, and management team visits. At \$75/ day for 25 weeks the cost comes out to \$9,375 ($\$75 \times 5 \text{ days a week} = \$375 \times 25 \text{ weeks} = \$9,375$).

Supervision/ Management- ~~\$110,925~~ \$46,144.80

Extending the project for 25 weeks requires additional supervision in the field, project management in the office, accounting, and coordination of all of these with subcontractors, owners, and design team. Even though this is not a full time job, this is additional time not only given to this project, but also time that is not able to be given to another project. As an example, as long as Tony is working on this job, he is not able to be moved out of Ottumwa to a different job. At the end of the day, this limits our ability to do obtain additional work and cuts off a potential revenue source. Our supervisor/ management fee is \$4,437/ week. $\$4,437 \times 25 \text{ weeks} = \$110,925$.

Misc Items ~~\$50,000~~ \$0

Miscellaneous costs would cover additional labor. This labor could be help that Tony will need in the field both with construction and also in clean up. Every job Bi-State does requires a tremendous amount of clean up and this is an area often overlooked. This additional help/labor is figured at \$50/ hour. $\$50/ \text{ hour} \times 40 \text{ hours/ week} = \$2,000/ \text{ week} \times 25 \text{ weeks} = \$50,000$.

The above costs added up come up to \$170,300. This would be the going rate of our fuel, supervision, management, and labor if this were to be a quote and not a project extension. We understand the situation of the city and the overall budget of this project. We have enjoyed working with both the Legacy Foundation as well as the City of Ottumwa and have scrutinized this pricing and cut everywhere we possibly could. We cut the fuel costs from \$9,375 to \$0. The misc. items fee was also cut completely. Lastly, is the supervision/ management. This project over the winter has taken more time than we had expected with the coordination involved in the pump room and irrigation. We still have 3 additional months left on this project, but as mentioned earlier, we want to do everything possible to keep our strong relationship with both Legacy and the City. We figured at 13 weeks left on the project, our supervision/ management fee would be \$57,681. With this number, we decided to take an additional 25% out (some would come back through P/O) making it \$46,144.80.

ADDITIONAL WORK AUTHORIZATION
FOR



110 Washington Road
West Burlington, Iowa 52655

CHANGE ORDER REQUEST #	DATE
8	March 24, 2025
CUSTOMER NAME	
City of Ottumwa	
CITY	STATE/ZIP
Ottumwa	IOWA/52501

JOB NAME	Greater Ottumwa Soccer Complex	LOCATION	
		Ottumwa, IA	
JOB/CONTRACT #		DATE	
7064		September 14, 2023	

We hereby submit the following specifically described additional work:

Additional costs incurred to extend project over 2 years.

Iowa Sports Turf

Concrete pad and powder coating for exterior use	\$2,500.00
Deduct to go to 14 quick couplers in lieu of 46. (See attached layout)	-\$6,000.00

Van Maanen

Relocation of irrigation pump. (Breakdown attached)	\$1,928.70
---	------------

This will add 0 calendar days to the contract.

Profit/ Overhead (15%)	\$0.00
Bond (2% of total cost)	\$0.00

ADDITIONAL CHARGE FOR ABOVE DESCRIBED WORK IS: \$ -1,571.30 Dollars
with payments to be made as follows: In accordance with existing contract

ATTACHMENTS:
FILE:

Additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated.

We propose hereby to furnish material and labor - complete in accordance with these specifications at the stated price.

Respectfully submitted:  3.24.25

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance: _____ Signature: 

ADDITIONAL WORK AUTHORIZATION
FOR



110 Washington Road
West Burlington, Iowa 52655

CHANGE ORDER REQUEST #	DATE
9	March 25, 2025
CUSTOMER NAME	
City of Ottumwa	
CITY	STATE/ZIP
Ottumwa	IOWA/52501

JOB NAME	Greater Ottumwa Soccer Complex	LOCATION	
		Ottumwa, IA	
JOB/CONTRACT #		DATE	
7064		September 14 ,2023	

We hereby submit the following specifically described additional work:

Additional costs incurred to extend project over 2 years.

Iowa Sports Turf

Realized costs in material increases for extending scope \$15,431.00

Sherwood Signage

Realized costs in material increases for extending scope \$30.00

Pierce Fence

Realized costs in material increases for extending scope \$19,707.50

Due to market volatility, these prices are only good until April 4, 2025.

This will add 365 calendar days to the contract.

Profit/ Overhead (15%) \$5,275.28

Bond (2% of total cost) \$825.38

ADDITIONAL CHARGE FOR ABOVE DESCRIBED WORK IS: \$ \$41,269.16 Dollars
with payments to be made as follows: In accordance with existing contract

ATTACHMENTS:
FILE:

Additional work to be performed under the same conditions as specified in the original contract unless otherwise stipulated.

We propose hereby to furnish material and labor - complete in accordance with these specifications at the stated price.

Respectfully submitted:  3.25.25

ACCEPTANCE OF ADDITIONAL WORK

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance: _____ Signature: 

**Pierce Fence Company, Pierce Fabricaton Co. &
Steel Works, P&L Locating Services**

702 W. Main St.
Ottumwa, IA 52501 US
+6416823646
estimates@piercefenceco.com
www.piercefenceco.com



Estimate

ADDRESS

Bi State Contracting
110 Washington Rd
Burlington, IA 52655

SHIP TO

Bi State Contracting
110 Washington Rd
Burlington, IA 52655

ESTIMATE

2770

DATE

03/25/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Fence	Chain link fence materials--price increases	1	10,574.00	10,574.00
	Fence	Goals/Nets	1	9,133.50	9,133.50
	Fence	Scoreboard	1	0.00	0.00
SUBTOTAL					19,707.50
TAX					0.00
TOTAL					\$19,707.50

Accepted By:

Accepted Date:

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: April 1, 2025

John Lloyd WPCF Superintendent
Prepared By

Public Works - WPCF
Department

Phillip Burgmeier Public Works Director *PB*
Department Head

Phil Rath - CR
City Administrator Approval

AGENDA TITLE: Resolution 57-2025. Approve a proposal to Blackhawk Roofing for the Water Pollution Control Facility Headworks Building Reroofing 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 57-2025.

DISCUSSION:

The WPCF Headworks Building Roof needs to be replaced due to the number and amount of leaks in the building. An RFP was sent to three contractors. All three contractors responded.

Hawkeye Flat Roof Solutions LLC bid \$127,975 for the roof and \$5.25/sq. ft. for insulation replacement.
Ruble Roofing & Sheet Metal bid \$155,292 for the roof and \$2.64/sq. ft. for insulation replacement.
Black Hawk Roof Company bid \$106,616 for the roof and \$4.00/sq. ft. for insulation replacement.

This project was approved in the 2025 CIP with the Blower Building reroofing in the amount of \$325,000. The Blower Building reroofing was completed at the cost of 18,525. The remaining \$306,475 will cover the bid of \$122,975. The project payment would come from line item 610-815-6799. Barring any change orders there should be 183,500 that will stay in the WPCF Fund.

Resolution ~~57~~ 2025 will allow the Mayor to sign and initiate the contract with Blackhawk Roof Company.

RESOLUTION NO. #57-2025

RESOLUTION APPROVING A PROPOSAL FOR THE REROOFING OF THE HEADWORKS
BUILDING AT THE WATER POLLUTION CONTROL FACILITY

WHEREAS, The City of Ottumwa, Iowa, Water Pollution Control Facility staff sent requests for quotes on the reroofing of the Headworks Building and,

WHEREAS, The City of Ottumwa, received three proposals responding:

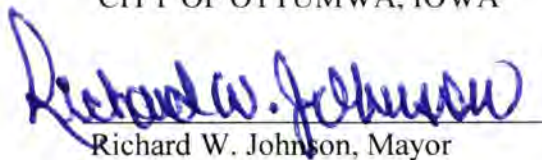
Black Hawk Roof Company bid \$106,616 for the roof and \$4.00/sq.ft for insulation replacement,
Hawkeye Flat Roof Solutions LLC bid \$122,975 for the roof and \$5.25/sq.ft for insulation replacement,
Rubel Roofing bid \$155,292 for the roof and \$2.64/sq.ft for insulation replacement,

WHEREAS, The project was approved in the 2025 CIP.


NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to Black
Hawk Roof Company Inc. of Cedar Falls, Iowa in the amount of \$106,616.00 and authorizes the
Mayor to sign.

PASSED, ADOPTED and APPROVED this 1st day of April, 2025.

CITY OF OTTUMWA, IOWA


Richard W. Johnson, Mayor

ATTEST:


Sherrie Jones, Acting City Clerk



REQUEST FOR PROPOSAL
WPCF HEADWORKS BUILDING REROOFING
WATER POLLUTION CONTROL FACILITY, 2222 EMMA STREET, OTTUMWA IOWA

The City of Ottumwa, Iowa will be accepting proposals to install an overlay single ply roofing membrane system on Headworks Building at the Water Pollution Control Campus until 2:00 pm March 26, 2025. Contractor shall visit the site to familiarize themselves with the scope of the work. A pre-bid meeting can be arranged so the owner will be on site to allow interested contractors' access. Weather permitting, meeting time is by appointment at the site. Contractor shall verify measurements, perimeter and penetration conditions. In the event of inclement weather, the Owner will arrange individually for contractor access at mutually agreeable times. Existing roofing system is comprised of the following:

Ballast over
60 mil EPDM Roofing Membrane over
4" Rigid Insulation over
4 Mil Vapor Barrier over
24" Deep Precast Double Tees

Contractor will be responsible for preparing existing roof surface for new roofing system and installing new overlay board and new single ply roofing membrane as required by the roofing membrane manufacturer's requirements as well as replacing the parapet flashing and deteriorated rigid insulation

1. Submit manufacturer's literature and/or shop drawings for Engineer's approval prior to material ordering.
2. Contractor shall remove rock and keep on site at WPCF. Dispose of or recycle roofing membrane.
3. Ensure existing insulation is sloped a minimum of 1/8" per foot and add or replace if necessary. Overlay with a minimum 1/2" dense deck or equal. Single ply membrane shall be TPO or PVC.
4. Roof mounted equipment, piping, and intrusions will stay in place.
5. Paver walkways will remain to ensure access to rooftop equipment. Contractor will maintain/install a walkway for the roofing system after installation to ensure roof watertightness.
6. Perimeter and penetration flashings to be manufacturer approved. Include provisions to seal roofing system from exterior wall systems.
7. Provide 20 year material and labor, no dollar limit, roofing manufacturer's watertight warranty.

<u>Headworks Building</u>	QTY	UNIT	PRICE	EXTENSION
Bid Items:				
1. Roof (App.8350 sf)	1	LS	\$106,616.00	\$106,616.00
2. Insulation Replacement	1	Sq. Ft.	\$4	\$ TBD

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613



CITY OF
OTTUMWA

All Bid Items to be applied to manufactures specifications.

Contractor shall make necessary calculations to satisfy themselves of the amount of work required to complete the project. All labor, materials, and equipment, etc. shall be considered incidental to the lump sum bid item. Hauling of all materials to be disposed shall be included in bid prices. No cost incurred in preparing the proposal will be paid by the City of Ottumwa. Successful contractor will be required to provide 100% Performance and Payment Bond with a 2-year maintenance period using forms included in Appendix.

Contractor shall be responsible to visit jobsite and become familiar with the scope of work prior to bid letting. Bidding contractors shall fill out page 3 of this request for proposal and place in sealed envelope to submit. **Sealed Bids shall be submitted to the City Clerk 210 West Main Street, Ottumwa, Iowa 52501, by 2:00 p.m. on March 26, 2025** and clearly labeled WPCF – HEADWORKS BUILDING REROOFING. Public bid opening to be held shortly after the 2:00 p.m. deadline.

If there are any questions regarding bid proposal, please contact John Lloyd, City of Ottumwa Water Pollution Control Facility (641) 683-0641 from 8:00 a.m. to 3:30 p.m. Monday through Friday.

Contract Attached

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613



WATER POLLUTION CONTROL DEPARTMENT
CITY OF OTTUMWA, IOWA

PROPOSAL FOR REROOFING HEADWORKS BUILDING AT THE OTTUMWA WATER
POLLUTION CONTROL FACILITY.

March 26th, 2025
Date

TO WHOM IT MAY CONCERN:

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

Bid Items:

<u>Headworks Building Reroofing</u>	QTY	UNIT	PRICE	EXTENSION
Bid Items:				
1. Roof (App.8350 sf)	1	LS	<u>\$106,616.00</u>	<u>\$106,616.00</u>
2. Insulation Replacement	1	Sq. Ft.	<u>\$ 4</u>	<u>\$ TBD</u>
			TOTAL	<u>\$106,616.00</u>

Negotiable
EARLY START DATE

Manufacturer To be Determined
20-Year No Dollar Limit Watertight Manufacturer's Warranty (Specify)

10 Working Days
TIME REQUIRED (Or Specify)

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

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

Black Hawk Roof Company Inc.
Name of Company

(319)-277-9355
Phone Number

By Jack Plagge
Authorized Signature

March 26th, 2025
Date

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613



CITY OF
OTTUMWA

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 26th day of March, 2025 by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and Black Hawk Roof Company Inc., hereinafter called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL FOR REROOFING HEADWORKS BUILDING AT THE OTTUMWA WATER POLLUTION CONTROL FACILITY as stated in the attached RFP. The RFP and signed proposal are to be included as part of this contract.

In the following location to wit; HEADWORKS BUILDING, 2222 EMMA ST., OTTUMWA, IA.

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

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

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

The Contractor shall provide 20 year material and labor, no dollar limit, roofing manufacturer's watertight warranty.

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

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

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
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Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in RFP said payment to be made upon presentation of an invoice for aforesaid improvement.

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

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

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

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

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

ATTEST:

Chris Reinhard, City Clerk

CITY OF OTTUMWA

Richard Johnson, Mayor



CITY OF
OTTUMWA

Black Hawk Roof Company Inc.
Contractor
2843 Geraldine Rd.
Address
Waterloo, IA, 50703
City, State, Zip

City of Ottumwa
105 East Third Street, Ottumwa, Iowa 52501
Telephone 641-683-0600 Fax 641-683-0613