

**AMENDED AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 12
Council Chambers, City Hall

April 2, 2019
5:30 O'Clock P.M.

- A. ROLL CALL: Council Member Stevens, Streeby, Berg, Dalbey, Roe and Mayor Lazio.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 9 on March 19, 2019 and Special Meeting No. 10 on March 26, 2019 as presented.
 2. Approve the Arbor Day Proclamation for April 26, 2019 and authorize the Mayor to sign.
 3. Approve the Proclamation for April 2019 to be Revive Civility Month.
 4. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Smokin' Hot, LLC, 2604 N. Court, Suite A.
 5. Approve payment to DC Concrete & Construction, LLC in the amount of \$11,850.50, for emergency sewer repair work on Elm Street force main completed February 25-27, 2019.
 6. Resolution No. 69-2019, Approving the contract, bond, and certificate of insurance for the Beach Phase 4 Renovations – Installation of New Wave Generation Equipment.
 7. Beer and/or liquor applications for: East End Hide Out, 1141 Orchard St.; MAD Ave Quick Shop, 405 S. Madison Ave.; Hy-Vee Gas, 1027 N. Quincy Ave.; Noe's Bar & Grill, 101 S. Madison Ave.; all applications pending final inspections.
- C. APPROVAL OF AGENDA
- D. REPORTS FROM CITY OFFICERS, BOARDS, COMMISSIONS, COMMITTEES:
1. OEDC Update – Sharon Stroh
 2. Finance Committee Meeting on 4/08/19 at City Hall at 5:00 P.M.
 3. Establishing Dates for upcoming Community Meetings
 4. Clearing Lots
 - ** 5. Overview of TAP Application and STBG/SWAP Applications as approved at the Special Meeting on 3/29/19.
- E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:
(When called upon by the Mayor, step to the microphone; state their name, address and agenda item to be addressed. The Mayor will invite you to address the Council when that topic is being discussed. Remarks will be limited to three minutes or less. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments are to be directly germane to the agenda item being discussed; if not directly germane as determined by the Mayor will be ruled out of order.)
- F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:
1. Award the contract for the Beach Phase 4, RFP 4X Safety Netting Replacement Project and authorizing the Mayor to sign the contract.
- RECOMMENDATION: Award the contract for the Beach Phase 4, RFP 4X Safety Netting Replacement to Pierce Fence Company of Ottumwa, Iowa, in the amount of \$3,966.88 with an alternate bid of \$4,422.
- G. PUBLIC HEARING:
1. This is the time, place, and date set for a public hearing on the plans, specifications, form of contract, and estimated cost for the 2019 Asphalt Street Repair Program.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 64-2019, approving the plans, specifications, form of contract, and estimated cost for the 2019 Asphalt Street Repair Program.

RECOMMENDATION: Pass and adopt Resolution No. 64-2019.

2. This is the time, place, and date set for a public hearing on the plans, specifications, form of contract and estimated cost for the 2019 Catch Basin Replacement Program.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 65-2019, approving the plans, specifications, form of contract, and estimated cost for the 2019 Catch Basin Replacement Program.

RECOMMENDATION: Pass and adopt Resolution No. 65-2019.

3. This is the time, place, and date set for a public hearing on the plans, specifications, form of contract and estimated cost for the 2019 Sanitary Utility Access Program.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 66-2019, approving the plans, specifications, form of contract, and estimated cost for the 2019 Sanitary Utility Access Program.

RECOMMENDATION: Pass and adopt Resolution No. 66-2019.

4. This is the time, place, and date set for a public hearing on the plans, specifications, form of contract and estimated cost for the 2019 Sidewalk Drop Program.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 67-2019, approving the plans, specifications, form of contract, and estimated cost for the 2019 Sidewalk Drop Program.

RECOMMENDATION: Pass and adopt Resolution No. 67-2019.

5. This is the time, place, and date set for a public hearing on the plans, specifications, form of contract and estimated cost for the 2019 Street Crack & Seal Program.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 68-2019, approving the plans, specifications, form of contract, and estimated cost for the 2019 Street Crack & Seal Program.

RECOMMENDATION: Pass and adopt Resolution No. 68-2019.

H. RESOLUTIONS:

1. Resolution No. 36-2019, establishing the City of Ottumwa's intent to enter into a Development Agreement with Chrisbro Hospitality for the construction of a Spring Hill Suites at Bridge View Center. (Presentation by Scott Hallgren and Andy Wartenberg)

RECOMMENDATION: Pass and adopt Resolution No. 36-2019.

2. Resolution No. 61-2019, adopt the Disposal of Surplus City Property Policy No. 69, effective April 2, 2019.

RECOMMENDATION: Pass and adopt Resolution No. 61-2019.

I. ORDINANCES:

1. Ordinance No. 3153-2019, amending the Chapter 31 ½, Solid Waste, of the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) by repealing Section 31 ½ - 35 in its entirety and enacting a substitute in lieu thereof.

RECOMMENDATION: A) Pass the first consideration of Ordinance No. 3153-2019.
B) Waive the second and third consideration, pass, and adopt Ordinance No. 3153-2019.

J. PUBLIC FORUM:

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

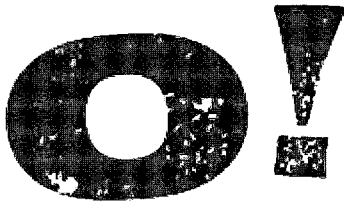
K. PETITIONS AND COMMUNICATIONS

1. Mayor and Council Reports

ADJOURN

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** Presentation of items passed at Special Meeting No. 11 held 3/29/19 - due to equipment availability during the meeting.



CITY OF
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 3/29/19 TIME: 1:30 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: Amended Agenda Notice for the Regular City Council Meeting #12 to be held on 4/02/19. Additional item included under Section D – Reports from City Officers.

*** FAX MULTI TX REPORT ***

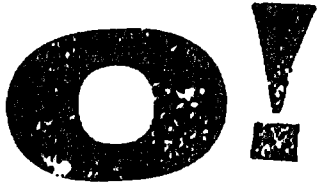
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DEPT. ID 4717
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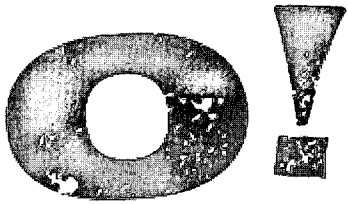
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FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #12 to be held on 4/02/19.

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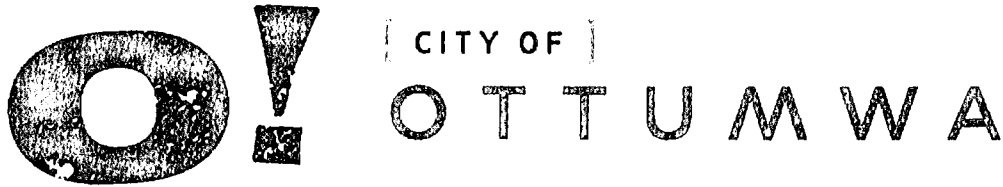
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MEMO: Tentative Agenda for the Regular City Council Meeting #12 to be held on 4/02/19.

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FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #12 to be held on 4/02/19.

OTTUMWA CITY COUNCIL MINUTES **Item No. B.-1.**

REGULAR MEETING NO. 9
Council Chambers, City Hall

March 19, 2019
5:33 O'Clock P.M.

The meeting convened at 5:33 P.M.

Present were Council Member Dalbey, Roe, Stevens, Streeby, Berg, and Mayor Lazio.

Streeby moved, seconded by Berg to approve the following consent agenda items: Mins. from Reg. Mtg. No. 8 on March 5, 2019 as presented; Acknowledgement of February financial report and payment of bills as submitted by the Finance Dept.; Reappointment of Peg Lazio and Marilyn Watts to the Planning and Zoning Commission, terms to expire 4/01/2024 and Appointment of John Swarney to the Public Safety Advisory Committee due to a vacancy, term to expire 10/01/2019; Consid. of Ack./Settlement Agt. between the City of Ottumwa and BW Gas & Convenience Retail, LLC, d/b/a Yesway #1012, 2508 N. Court St.; Consid. of Ack./Settlement Agt. between the City of Ottumwa and BW Gas & Convenience Retail, LLC, d/b/a Yesway #1013, 534 Church St.; Approve Drug Task Force Bryne-JAG Grant submission via internet and authorize the Mayor to sign all related docs.; Approve the purchase of a Shel Lab Thermoelectric Cooled Incubator from North Central Laboratories of Birnamwood, WI for the quoted price of \$5,115; Approve a two-year lease agt. and authorize the Mayor to sign the lease with YOUiversal Products, LLC, for space in Bldg. No. 34 at the Ottumwa Regional Airport; Set April 2, 2019 as the date for public hearings on the plans, specifications, form of contract, and estimated cost for the following: 2019 Asphalt Street Repair Program; 2019 Catch Basin Replacement Program; 2019 Sanitary Utility Access Program; 2019 Street Crack & Seal Program; 2019 Sidewalk Drop Program; Res. No. 48-2019, setting the date for a public hearing on the intent to dispose of City owned property located at 430 S. Milner; Res. No. 53-2019, Approving the contract, bond, and cert. of insurance for the Beach Ph. 4, Contract B, Slide Restoration Proj. 2019; Res. No. 55-2019, Approving the contract, bond, and cert. of insurance for the North Jefferson St. Reconstruction Proj.; Beer and/or liquor applications for: Smokin Jo, 618 Church St.; all applications pending final inspections. All ayes.

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

City Admin. Morris introduced Dir. of Hlth. Insp. & Solid Waste Flanagan, who reported the following: Development of hotel at Bridge View Center – timeline of anticipated events. Handout was given to all Council Members on “BVC Hotel Project Report”, and asked to review and bring back recommendations as soon as possible to follow the timeline on last page of handout. Council Member Roe stated he did not want to derail the project but, he asked three weeks ago for answers on data sustaining a Hotel, with sound evidence that it will succeed and not be a burden on tax payers. He is not happy with the flow of information, the project has changed a few times, and parking issues not resolved, a lot of speculations and nothing set in stone is problematic. Roe stated he refused to vote on this project, and speaking for all Council Members, until we receive all information requested. Council Member Dalbey stated that he is in favor of the idea of a Hotel at Bridge View Center, but the public is not sold on it, and he agrees with Roe. Council Members Stevens and Streeby stated they are for the project, but also agree with Roe, cannot support the project without all the information requested. Dir. of Hlth. Insp. & Solid Waste Flanagan stated the City will waive the 96 parking space requirement and make it a shared parking with Bridge View Center.

City Admin. Morris reported the following:

- City Policy Regarding the Disposal of Surplus City Property – Council action on 4/2/19.
- Business License Discussion – Fire Chief Miller stated need to increase fee to \$50 for Council action on 4/2/19.
- Make Ottumwa Shine – can sign up online 4/21-29/19 Cleanup Week and reserve area to clean.

- State of the Community Address - 4/4/19 at the Hub 11 am – 1:30 pm.

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

Roe moved, seconded by Dalbey to accept bid report and award contract for asbestos removal and demolition of 2010 Bertha St. to Dan Laursen of Ottumwa, Iowa, in the amount of \$6,800. Dir. of Hlth. Insp. & Solid Waste Flanagan reported three bids were received. All ayes.

Streeby moved, seconded by Berg to accept bid report and award contract for asbestos removal and demolition of 1010 East 4th St. to Dan Laursen of Ottumwa, Iowa, in the amount of \$15,100. Dir. of Hlth. Insp. & Solid Waste Flanagan reported two bids were received. All ayes.

This was the time, place, and date set for a public hearing on the plans, specifications, form of contract, and estimated cost for the East Alta Vista Reconstruction Project. No objections were received. Roe moved, seconded by Berg to close the public hearing. All ayes.

Roe moved, seconded by Dalbey that Res. No. 23-2019, approving the plans, specifications, form of contract, and estimated cost for the East Alta Vista Reconstruction Project, be passed and adopted. All ayes.

This was the time, place, and date set for a public hearing on the plans, specifications, form of contract and estimated cost for the Beach Ph. 3 – Sound Replacement System Project. No objections were received. Streeby moved, seconded by Stevens to close the public hearing. All ayes.

Roe moved, seconded by Streeby that Res. No. 56-2019, approving the plans, specifications, form of contract, and estimated cost for the Beach Ph. 3 – Sound Replacement System Project, be passed and adopted. All ayes.

Dalbey moved, seconded by Roe that Res. No. 47-2019, authorizing the Mayor to sign the Contract for CDBG Grant Admin. Services with Area 15 Reg. Planning Commission for the Streetscape Project, up to the sum of \$50,000, be passed and adopted. Ayes – Dalbey, Roe, Stevens, Streeby, Abstained: - Berg, motion passed.

Streeby moved, seconded by Berg that Res. No. 49-2019, approving appointing Bankers Trust Company of Des Moines, Iowa to serve as Paying Agent, Bond Registrar, and Transfer Agent for the \$1,870,000 bonds, be passed and adopted. All ayes.

Roe moved, seconded by Streeby that Res. No. 50-2019, authorizing and providing for the issuance of \$1,870,000.00 General Obligation Urban Renewal Bonds, Series 2019B, and Amending the levy of Taxes to pay said bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate, be passed and adopted. All ayes.

Streeby moved, seconded by Roe that Res. No. 51-2019, approving appointing Bankers Trust Company of Des Moines, Iowa to serve as Paying Agent, Bond Registrar, and Transfer Agent for the \$5,655,000 Bonds, be passed and adopted. All ayes.

Streeby moved, seconded by Berg that Res. No. 52-2019, authorizing and providing for the issuance of \$5,655,000.00 General Obligation Bonds, Series 2019A, and Amending the levy of Taxes to pay said

bonds; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate, be passed and adopted. All ayes.

Roe moved, seconded by Streeby that Res. No. 54-2019, awarding the contract for Ph. 4 – Beach Reno.; Installation of New Wave Generation Equip. to Winger Companies of Ottumwa, Iowa, in the amount of \$28,000, be passed and adopted. All ayes.

Streeby moved, seconded by Roe that Res. No. 57-2019, approving Chng. Order No. 1, increasing contract \$1,039.65 and accepting the work as final and complete and approving final pay request for \$1,960.15 for the 2018 RFP#8 – Jefferson Brick Sewer Repair Proj., total contract sum \$19,449.65, be passed and adopted. All ayes.

Dalbey moved, seconded by Berg that Res. No. 59-2019, approving the purchase of Manhole Box out Repair Kit from Critex, LLC of Delphos, OH, in the amount of \$29,378.65 including freight charges, be passed and adopted. All ayes.

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


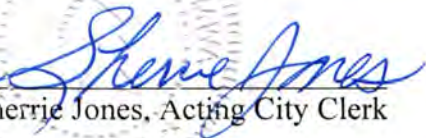
Streeby moved, seconded by Stevens that the meeting adjourn. All ayes. Adjournment was at 6:37 P.M.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:

Sherrie Jones, Acting City Clerk

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 10
Council Chambers, City Hall

March 26, 2019
4:30 O'clock P.M.

The meeting was called to order at 4:30 P.M.

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

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

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

Berg moved, seconded by Roe that Res. No. 60-2019, accepting a Grant Offer from the Iowa Department of Agriculture & Land Stewardship (IDALS) in the amount of \$55,000.00 for the Streetscape Project, be passed and adopted. City Attorney Keith stated this Grant will be used for the Ottumwa Main Street Sustainable Infrastructure Streetscape Project. This Grant will be used for the installation of permeable pavers and bio-retention cells as part of the State's Urban Conservation programs. All ayes.

Roe moved, seconded by Stevens to approve Salvage Dealer Licenses for the following: Alter Metal Recycling, 404 N. Forest Ave.; Hill's Garage, 1002 Harvey; KARZ Salvage LLC, 430 N. Forest Ave.; and Rosenman's Inc., 902 E. Main St. Ottumwa Municipal Code provides for the annual licensing of Salvage Dealers in the City. All licenses expire March 31st of each year. All ayes.

Mayor Lazio informed all in attendance that a special meeting will be held Friday, March 29, 2019, at 12:00 noon, in room 108 of City Hall.

Stevens moved, seconded by Berg that the meeting adjourn. All ayes. Adjournment was at 4:34 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 2, 2019

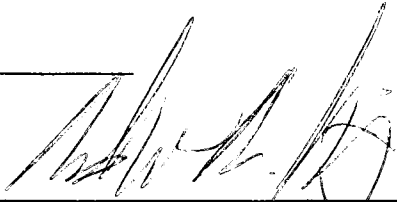
Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head



City Administrator Approval

AGENDA TITLE: **Arbor Day Proclamation 2019**

Public hearing required if this box is checked.

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

RECOMMENDATION: Approve the Arbor Day Proclamation for April 26, 2019 and authorize the Mayor to sign.

DISCUSSION: Arbor Day 2019 is April 26. This proclamation is necessary for the Tree City USA application that the City submits every year in December. Tree planting has many positive environmental benefits.

Source of Funds:

Budgeted Item:

Budget Amendment Needed: No



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 26, 2019, Arbor Day, the people of Ottumwa pay special attention to the wonderful gift that our trees represent and dedicate themselves to the continued health of our City's urban forest.


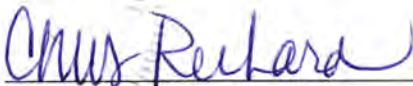
NOW, THEREFORE, I, Tom X. Lazio, Mayor, City of Ottumwa, do hereby proclaim April 26, 2019 as Arbor Day in Ottumwa, Iowa.

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.



Tom X. Lazio, Mayor

ATTEST:

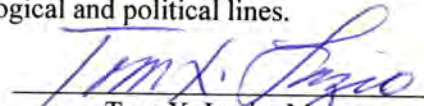
Chris Reinhard, City Clerk




**PROCLAMATION
Revive Civility Month
April 2019**

- WHEREAS, Civil discourse is the free and respectful exchange of different ideas in a way that respects and affirm all persons, while hearing their perspective ideas; and
- WHEREAS, Heated rhetoric and a dramatic shift away from collaboration leaves us unable to solve the challenges confronting our community; and
- WHEREAS, Civility reduces rudeness, ridicule, and lack of respect for the open exchange of ideas; and
- WHEREAS, Civility improves our well-being, restores trust, and encourages Americans to participate in building a brighter future for generations to come; and
- WHEREAS, Civility assists in the process of working together to create lasting solutions to our most pressing challenges, while fostering respect among opposing groups; and
- WHEREAS, Community members should feel comfortable and respected while exploring worldviews outside their own; and
- WHEREAS, Recognizing the importance of civility and how it improves personal relationships leading to greater civil discourse, in recognition of the University of Arizona's National Institute for Civil Disclosure's initiative, would like to invite all members of our community to exercise civility and respect toward each other and participate in reviving civility together.

NOW, THEREFORE, I, TOM X. LAZIO, Mayor, City of Ottumwa, proclaim the month of April 2019, to be Revive Civility Month in Ottumwa and encourage all residents to practice civility by listening respectfully to people who have different views, avoiding language that is insulting or derogatory to others and supporting efforts to work together across ideological and political lines.


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



FILED

2019 MAR 27 PM 12:58

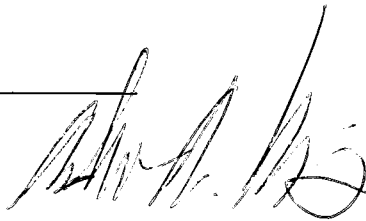
CITY OF OTTUMWA, IA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Apr 2, 2019

Police
Department



City Administrator Approval

Tom McAndrew

Prepared By



Department Head

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Smokin Hot, LLC.

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgement/Settlement Agreement for Smokin Hot, LLC.

DISCUSSION: On February 2, 2019, an employee at a local tobacco retailer sold a tobacco product to a person under the age of eighteen. The business was:

Smokin Hot
2604 N. Court, Suite A
Ottumwa, Iowa

For the first violation of Selling Tobacco To A Minor, the Iowa Code requires that the business be assessed a \$300.00 civil penalty. The actual cigarette permit holder for the business has chose to assert an Affirmative Defense, under Iowa Code sections 453A.22(3), which may be used once in a

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

four-year period rather than pay the civil penalty. The remaining step in the process is for the City Council to authorize the Mayor to sign the order accepting the settlement and approving the Affirmative Defense.

OTTUMWA CITY COUNCIL

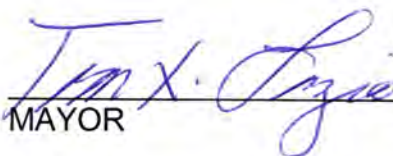
Smokin Hot
2604 N. Court, Suite A
Ottumwa, IA 52501

Smokin Hot, LLC
2604 N. Court, Suite A
Ottumwa, IA 52501

On this 2nd day of April 2019, in lieu of a public hearing on the matter, the Ottumwa City Council approves the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22 resulting from a violation of Iowa Code section 453A.2(1) dated February 2, 2019.

OTTUMWA CITY COUNCIL THEREFORE, FINDS that the above-captioned permittee was granted the affirmative defense and no further action by the above-captioned permittee regarding this violation is required.

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.


MAYOR

ATTEST:


City Clerk Chris Reinhard



OTTUMWA CITY COUNCIL

**IN RE:
SMOKIN HOT, LLC
2604 N COURT, SUITE A
OTTUMWA, IA 52501**

ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

Smokin Hot, LLC (Store), located at 2604 N Court, Suite A, Ottumwa, Iowa and the City of Ottumwa (City) hereby acknowledge and agree to the following:

1. On February 2, 2019, the Ottumwa Police Department (OPD) conducted a tobacco enforcement compliance check at the Store, at which time a single sales transaction was made with a minor.
2. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under eighteen years of age.”
3. Regardless of only one sale being made to the minor, two of the Store’s sales associates were issued citations; Breanna Simons (citation no. 027562) and Matt Pope (citation no. 029612).
4. Both Simons and Pope held valid certificates of completion from the tobacco compliance employee training program (iPledge) at the time of the sale to the minor.
5. This is the Store’s first incidence of an Iowa Code section 453A.2(1) violation.
6. City Attorney, Joni Keith, sent a Notice of Hearing to the Store on February 8, 2019, noting Iowa Code section 453A.22(2)(a) states that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of three hundred dollars (\$300.00) for a first violation.
7. The Store subsequently raised the affirmative defense provided under Iowa Code section 453A.22(3), and copies of Simons’ and Pope’s valid iPledge certificates,

no. 121505 & no. 121831 respectively, were provided to City Attorney Keith on March 11, 2019.

8. Iowa Code section 453A.22(3) provides that the retailer shall not be assessed a penalty and the violation shall be deemed not to be a violation if the employee transacting the sale to the minor holds a valid certificate of completion from the tobacco compliance employee training program. This affirmative defense may be asserted once in a four-year period and this is the Store's first violation.
9. The City of Ottumwa finds the Store's evidence credible and agrees that the Store's violation and related fines or penalty under Iowa Code section 453A.22(2)(a) arising from OPD's February 2, 2019 tobacco enforcement compliance check shall no longer be deemed a violation and no fines or penalties shall be assessed.

WHEREFORE the parties respectfully request the Ottumwa City Council approve the acknowledgement and settlement as set forth above.



Camille A. Valley AT0008013
PO Box 834
Johnston, Iowa 50131
Ph: 515/480-5186
valley.camille@gmail.com
Attorney for Smokin Hot, LLC

March 26, 2019

Date



Joni L. Keith
Ottumwa City Attorney
City Hall
105 East Third Street
Ottumwa, Iowa 52501
Ph: 641/683-0625
keithj@ci.ottumwa.ia.us

3-26-2019

Date

FILE

2019 MAR 28 10:48 AM CITY OF OTTUMWA

Staff Summary

CITY OF OTTUMWA

**** ACTION ITEM ****

Council Meeting of: April 2, 2019

| | |
|---|--|
| <p>_____ Engineering Department</p> | <p style="text-align: right;">Larry Seals _____ Prepared By <i>Larry Seals</i> _____ Department Head</p> |
| <p>_____ <i>[Signature]</i> _____ City Administrator Approval</p> | |

AGENDA TITLE: Approve payment to DC Concrete & Construction, LLC for emergency sewer repair work on Elm Street force main.

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

RECOMMENDATION: Approve payment to DC Concrete & Construction for emergency sewer repair on Elm Street.

DISCUSSION: On 2-24-19 the 20" force main from the Elm Street Pump Station developed a leak and required an emergency repair. We contacted a local contractor capable of performing this type of work and requested a time and material quote.

It was discovered during exploratory excavation that the high-density polyethylene (HDPE) failed at mechanical coupling bend fitting. A temporary repair was made using a full circle stainless steel band connector. A permanent repair will be made using a full mechanical fitting with locking external compression rings.

A Request for Proposal (RFP) has been sent out.

The total costs this temporary emergency repair is \$11,850.50. These repairs will be funded from the sewer fund balance.

Source of Funds: Sewer Fund Balance

Budgeted Item: No

Budget Amendment Needed: No

DC Concrete & Construction,
 LLC
 15476 Emerald Rd
 DOUDS, IA 52551 US
 641-919-0636
 dcconstruction.ia@gmail.com



Invoice

BILL TO

City of Ottumwa
 Emergency Sewer Repair
 next to sub-station beside JBS off
 of Highway 34

SHIP TO

City of Ottumwa
 Emergency Sewer Repair
 next to sub-station beside JBS
 off of Highway 34

INVOICE # 3280

DATE 03/01/2019

DUE DATE 03/01/2019

TERMS Due upon receipt

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-----|----------|----------|
| labor -materials | 63 | 65.00 | 4,095.00 |
| 02-25-19 - Man hours - 4 people with 4 hours each @ \$65.00 | | | |
| 02-26-19 - Man hours - 4 people with 8 hours each @ \$65.00 | | | |
| 02-27-19 - Man hours - 3 people with 5 hours each @ \$65.00 | | | |
| labor -materials | 16 | 145.00 | 2,320.00 |
| 02-25-19 - Machine hours for Excavator - 4 hours @ \$145.00 | | | |
| 02-26-19 - Machine hours for Excavator - 8 hours @ \$145.00 | | | |
| 02-27-19 - Machine hours for Excavator - 4 hours @ \$145.00 | | | |
| labor -materials | 9 | 85.00 | 765.00 |
| 02-26-19 - Machine hours for Dump Truck - 8 hours @ \$85.00 | | | |
| 02-27-19 - Machine hours for Dump Truck - 1 hour @ \$85.00 | | | |
| labor -materials | 8 | 100.00 | 800.00 |
| 02-26-19 - Machine hours for Rubber Tired Hoe - 8 hours @ \$100.00 | | | |
| labor -materials | 3 | 100.00 | 300.00 |
| 02-25-19 - Machine hours for trash pump - 1 day @ \$100.00 | | | |
| 02-26-19 - Machine hours for trash pump - 1 day @ \$100.00 | | | |
| 02-27-19 - Machine hours for trash pump - 1 day @ \$100.00 | | | |
| labor -materials | 1 | 1,600.00 | 1,600.00 |
| Mobilization for EMERGENCY sewer repair \$1,600.00. | | | |
| labor -materials | 15 | 15.50 | 232.50 |
| 02-27-19 - 15 ton of 1" road stone. | | | |

| ACTIVITY | QTY | RATE | AMOUNT |
|---|-----|----------|----------|
| labor -materials | 1 | 1,738.00 | 1,738.00 |
| 16" x 22" repair clamp (price for clamp \$1,480.00) (Shipping \$110.00) (Mark up 10% \$148.00) | | | |

BALANCE DUE

\$11,850.50

Rcvd
P.H.
By _____



DUPLICATE
INVOICE

Invoice # K235238
Invoice Date 3/11/19
Account # 218203
Sales Rep MATTHEW HULBERT
Phone # 319-362-1698
Branch #235 Cedar Rapids, IA
Total Amount Due \$1,693.60

1830 Craig Park Court
St. Louis, MO 63146

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

Shipped To:
15476 EMERALD RD
DOUDS, IA

DC CONSTRUCTION
15476 EMERALD RD
DOUDS IA 52551 8104

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered 3/06/19 Date Shipped 3/07/19 Customer PO # VERBAL Job Name OTTUMWA SEWER Job # Bill of Lading Shipped Via BEST WAY Invoice# K235238

| Product Code | Description | Quantity | | B/O | Price | UM | Extended Price |
|--------------|--|----------|---------|-----|------------|----|----------------|
| | | Ordered | Shipped | | | | |
| | CORE & MAIN PO#- | | 9107910 | | | | |
| '80015624679 | ROMAC SS3 22.8 X 16 REPAIR CLAMP ALL SS | 1 | 1 | | 1480.00000 | EA | 1,480.00 |

| | | | | | | |
|----------------|----------|----------|---------|------|-----------|------------|
| Freight | Delivery | Handling | Restock | Misc | Subtotal: | 1,480.00 |
| \$110.00 | | | | | Other: | 110.00 |
| | | | | | Tax: | 103.60 |
| Invoice Total: | | | | | | \$1,693.60 |

Terms: NET 30
Ordered By: DUSTIN COFFMAN

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

FILED

CITY OF OTTUMWA

2019 MAR 28 AM 10:48

Staff Summary

**** ACTION ITEM ****

CITY OF OTTUMWA

Council Meeting of: April 2, 2019

Alicia Bankson

Prepared By

Parks Department

Department

Gene Rathje
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #69-2019. Approving the contract, bond, and certificate of insurance for Phase 4 – Beach Renovations; Installation of New Wave Generation Equipment.

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

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

RECOMMENDATION: Pass and adopt Resolution #69-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Winger Companies of Ottumwa, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 19, 2019 City Council Meeting in the amount of \$28,000.00.

Bid Amount: \$28,000.00

Engineer's Estimate: \$35,000.00

Funding: Bond Proceeds

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #69-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR PHASE 4 - BEACH RENOVATIONS; INSTALLATION OF NEW WAVE GENERATION EQUIPMENT

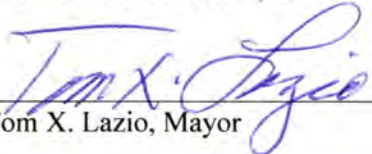
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Winger Companies of Ottumwa, Iowa in the amount of \$28,000.00 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 2nd day of April, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this 3-27, 2019, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Winger Contracting Company of Ottumwa, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled "**PHASE 4-BEACH RENOVATIONS – INSTALLATION OF NEW WAVE GENERATION EQUIPMENT – 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 by November 30, 2018 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 **\$28,000.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of **\$500,000** for each person bodily injury and **\$1,000,000** per occurrence of or aggregate limit, or **\$2,000,000** 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 one (1) 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 *Tom L. Logie*
Title Mayor



ATTEST:
Chuse Rhoad
Title City Clerk

Wingo
Contractor

By *Kenny Keith*
Title PM

Address 918 Hayne St

City, State, Zip Ott, IA, 52501

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Performance Bond

Bond No. IAC589056

CONTRACTOR:

(Name, legal status and address)

Winger Contracting Company
PO Box 637
Ottumwa, IA 52501

OWNER:

(Name, legal status and address)

CITY OF OTTUMWA
105 E THIRD STREET
OTTUMWA, IA 52501

CONSTRUCTION CONTRACT

Date: March 27, 2019

Amount: \$28,000.00

Description:

(Name and location)

PHASE 4-BEACH RENOVATIONS INSTALLATION OF NEW WAVE GENERATION
EQUIPMENT, OTTUMWA IOWA 52501

BOND

Date: March 27, 2019

(Not earlier than Construction Contract Date)

Amount: \$28,000.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Winger Contracting Company

Signature:


Name THOMAS W. Keck
and Title: President

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

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

McCune and Reed Inc
PO Box 578
Ottumwa, IA 52501
641-682-8027

SURETY:

(Name, legal status and principal place
of business)

Merchants Bonding Company (Mutual)
6700 Westown Parkway, West Des Moines, IA 50266

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


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

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

SURETY

Company: (Corporate Seal)
Merchants Bonding Company (Mutual)

Signature:


Name Brian L McWilliams
and Title: Attorney-In-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Performance Bond-2010 edition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian L McWilliams

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of March, 2019.

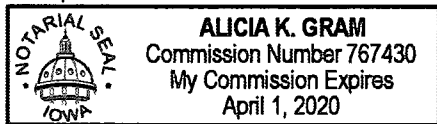


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 27th day of March, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of March, 2019.



William Warner Jr.
Secretary

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Payment Bond

Bond No. IAC589056

CONTRACTOR:

(Name, legal status and address)

Winger Contracting Company
PO Box 637
Ottumwa, IA 52501

OWNER:

(Name, legal status and address)

CITY OF OTTUMWA
105 E THIRD STREET
OTTUMWA, IA 52501

CONSTRUCTION CONTRACT

Date: March 27, 2019

Amount: \$28,000.00

Description:

(Name and location)

PHASE 4-BEACH RENOVATIONS INSTALLATION OF NEW WAVE GENERATION
EQUIPMENT, OTTUMWA IOWA 52501

BOND

Date: March 27, 2019

(Not earlier than Construction Contract Date)

Amount: \$28,000.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Winger Contracting Company

Signature: Thomas W. Keck

Name

and Title: **Thomas W. Keck**
President

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

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

McCune and Reed Inc
PO Box 578
Ottumwa, IA 52501
641-682-8027

SURETY:

(Name, legal status and principal place
of business)

Merchants Bonding Company (Mutual)
6700 Westown Parkway, West Des Moines, IA 50266

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

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

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

SURETY

Company: (Corporate Seal)
Merchants Bonding Company (Mutual)

Signature: Brian L McWilliams

Name Brian L McWilliams

and Title: Attorney-In-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A312-Payment Bond-2010 edition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Brian L McWilliams

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

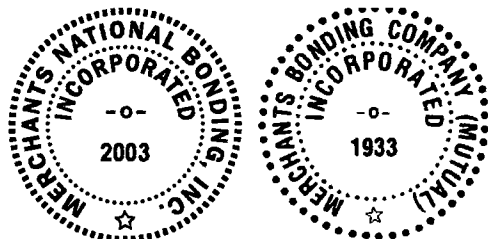
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of March, 2019.

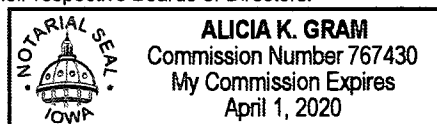


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 27th day of March, 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

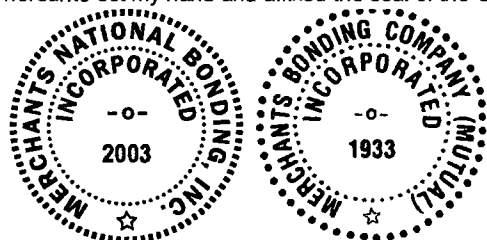


Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of March, 2019.



William Warner Jr.
Secretary



April 2, 2019

City Council Briefing, Ottumwa

Disclosure: This report includes various levels of detail that are available in a public setting. OEDC is cautious about releasing information that could risk the long-term development of some projects.

Strategic Priority #5- Talent Strategies:

Some background-

- 1) Having a skilled and available workforce is the #1 concern of most, if not all, business expansion and attraction projects. Ottumwa, and Iowa as a whole, needs a broader pool of candidates already credentialed with the skills necessary to do the jobs available in our industries.
- 2) Iowa Economic Development Authority has been working with consultant FleishmanHillard for the past year gathering research material and consumer testing feedback to become more educated of the U.S. perception of Iowa. General conclusions are that Iowa is viewed as a neutral location, but that once folks have a chance to visit the state, positive perceptions can increase as much as 132%. In a nutshell, "The right tone and messages can shift adults' perceptions of Iowa, increasing the possibility of visiting or moving to the state." Next steps include targeting certain groups to increase interest and motivate moves to Iowa.
- 3) As a compliment to IEDA's research and strategy, OEDC and its economic development partners in the 10 county area, including and specifically targeting the IHCC region, have secured the place making services of McClure Engineering also to assist with Talent Attraction marketing. With funding from OEDC, IHCC, and a pending USDA grant, this team will work to tell OUR best stories; providing a counter narrative to common misconceptions of lack of jobs and things to do. We plan to begin as soon as possible, and the deliverables are scheduled to be completed by December.

Other details:

USDA grant proposal is for \$69,400

Area 15 RPC and OEDC prepared the grant proposal

IHCC indicates there is administrative support available for website maintenance activities

A portion of a John Deere Foundation grant to OEDC is being used as local match

Strategic Priority #1- Site Development and Preparation:

Traffic impact at N. Court and Fox Sauk Rd.-

OEDC is pleased to be working with Ottumwa Public Works to remedy maneuverability issues at the intersection, and believe we have found a relatively low-cost alternative to ease traffic tensions.

The Iowa National Guard has provided verbal agreement to move forward re: the sale of a small piece of property which currently hosts the Industrial Park sign. Next steps include the city securing a survey of the acreage needed for the project, and OEDC proposing the offer for acceptance. Even though this is not within the jurisdiction of IA DOT, because of their proximity of the location, they have been notified of the intended project.

Marketing Ottumwa:

Because OEDC has only one employee, we rely on our website and digital marketing to act as a second staff member; working for us and providing 24/7 accessibility to key community information across many platforms re: available land, buildings, utility rates and capacity, demographics, incentives, target industries, etc...

In your packet are two analytic reports on both Website and MailChimp, which produces our monthly newsletter. OEDC has worked extremely hard the last 2 years to get these kinds of results with our information. It's like learning a whole new industry when it comes to some technologies and software.

/enclosures

- Incentive brochure
- Helgerson Flats flyer
- Retail brochure
- Quality of Life brochure
- Manufacturing brochure
- Google analytics report
- MailChimp analytics report

April 2, 2019

Google Analytics-
Calendar Year 2018

| Google Analytics | Q4 Sept- Dec, 2018 | |
|----------------------|--------------------|------|
| Total Visitors | 755 (96% new) | +26% |
| Pages per session | 2.68 (excellent) | + 4% |
| Session duration | 2:19 | + 5% |
| Top 5 Pages | | |
| Homepage | 612- 24.7% | |
| Available Buildings | 119- 4.81% | |
| (not set) | 117- 4.743% | |
| Staff | 103- 4.16% | |
| News & Event | 87- 3.51%% | |
| Session Origin-Top 3 | | |
| Iowa | 50.52% | |
| Wisconsin | 9.34% | |
| Illinois | 5.19% | |

| Google Analytics | Q3 July- Sept, 2018 | |
|----------------------|---------------------|---------------------------------------|
| Total Visitors | 561 (93% new) | |
| Pages per session | 2.59 (excellent) | Trending higher than other GS clients |
| Session duration | 2:09 Unch | Goal is 3 |
| Top 5 Pages | | |
| Homepage | 540- 28.44% | |
| Staff | 124- 6.53% | |
| Available Buildings | 113- 5.95% | |
| Board | 86- 4.53% | |
| Investors | 75- 3.95% | |
| Session Origin-Top 3 | | |
| Iowa | 54.20% | |
| Wisconsin | 8.60% | |
| Illinois | 4.40% | |

Con't. page 2

| | | |
|---------------------|---------------------|---------------------------------------|
| Google Analytics | Q2 April-June, 2018 | |
| Total Visitors | 712 (93% new) | |
| Pages per session | 2.78 (excellent) | Trending higher than other GS clients |
| Session duration | 2:09 | Goal is 3 |
| Top Pages | | |
| Homepage | 799- 28.12% | |
| Relocation | 141- 4.96% | |
| Staff/Board | 131- 4.61% | |
| Available Buildings | 128- 4.5% | |
| News & Events | 116- 4.08% | |
| Session Origin | | |
| Iowa | 57.24% | |
| Wisconsin | 7.4% | |
| Nebraska | 5.22% | |

| | | |
|---------------------|---------------------|--|
| Google Analytics | Q1 Jan- March, 2018 | |
| Total Visitors | 862 (85% new) | |
| Pages per session | 2.71 (excellent) | |
| Session duration | 2:02 | |
| Top Pages | | |
| Homepage | 795- 26.5% | |
| Available Buildings | 141- 4.7% | |
| Our Partners | 136- 4.53% | |
| Relocation | 124- 4.13% | |
| Staff/Board | 118- 3.93% | |
| Session Origin | | |
| Iowa | 51.2% | |
| Virginia | 8.91% | |
| Wisconsin | 6.65% | |



April 2, 2019

MailChimp Analytics- O'town O'ptimist

| | Oct. '18 | Nov. '19 | Dec. '18 | Jan. '19 | Feb. '19 | Mar. '19 |
|-----------------------|----------|----------|----------|----------|----------|----------|
| Sent | 479 | 478 | 474 | 483 | 473 | 474 |
| Successful deliveries | 99.6% | 99% | 99.2% | 98.9% | 99.2% | 98.9% |
| Opened | 177 | 196 | 180 | 169 | 188 | 180 |
| Open rate | 37.1% | 41.4% | 36.1% | 36% | 39.9% | 38.4% |
| Clicks | 27 | 16 | 31 | 36 | 15 | 37 |
| Click rate | 5.7% | 3.4% | 6.5% | 7.7% | 3.2% | 7.9% |
| Bounced | 2 | 5 | 4 | 5 | 4 | 5 |
| Unsubscribe | 1 | 0 | 0 | 0 | 1 | 1 |
| | | | | | | |

Average open rate for all industries = 20.81%

OEDC is 38.15%

Average click rate for all industries= 2.43%

OEDC is 5.7%



OTTUMWA

[ECONOMIC DEVELOPMENT CORPORATION]

Helgerson Flats

Site Certified

Due Diligence: Completed

- ✓ Phase 1 Environmental Assessment
- ✓ Wetland Determination Letter
- ✓ Species Report
- ✓ Archeological Findings
- ✓ Geotechnical Study
- ✓ Topographic Survey

Utilities

Electric - Alliant Energy

2.5 MV capacity (New substation under development)

Water - Ottumwa Water Works

2.54 MGD capacity
1.01 MGD excess

Gas - MidAmerican Energy

10,000 MCF/month
14 MCF/hour

Sewer/Waste Water - City of Ottumwa

0.725 MGD capacity
0.692 MGD excess

Zoning: I-1 Limited Industry

Establishments engaged in the manufacture or processing of finished products from previously-prepared materials, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution. These establishments are characterized by having no major external environmental effects across property lines and include no unscreened or unenclosed outdoor storage.

Strongest Focus: Target Industries

Food and Beverage Processing
Automotive Supply Chain
Machinery Manufacturing
Warehouse and Distribution

Iowa is ranked #20 in Site Selection Magazine's 2018 Top State Business Climate Ratings



OTTUMWA

[ECONOMIC DEVELOPMENT CORPORATION]

Helgerson Flats

Site Certified



Sharon Stroh

Executive Director

Ottumwa Economic Development Corporation

Office: (641) 682-3465 x 902 | Cell: (641) 799-1203

Fax: (641) 682-3466 | sstroh@ottumwaiowa.com

ottumwadevelopment.org



For more information, visit HELGERSONFLATS.COM

Iowa Incentives

Economic Development Set-Aside (EDSA)

The Economic Development Set Aside (EDSA) program provides financial assistance to businesses and industries requiring assistance to create or retain job opportunities in Iowa. EDSA develops viable communities that provide economic opportunities for people, especially those with low- and moderate incomes. Priority is given to projects that create manufacturing jobs, add value to Iowa resources and/or increase exports.

High Quality Jobs

The High Quality Jobs (HQJ) program provides qualifying businesses assistance to offset some of the costs incurred to locate, expand or modernize an Iowa facility. This flexible program includes loans, forgivable loans, tax credits, exemptions and/or refunds.

New Jobs Tax Credit

This one-time, corporate income tax credit is available to participants in the New Jobs Training (260E) Program. Iowa offers this credit as an incentive for businesses that provide additional training to employees and expand their workforce.

Renewable Chemicals Production Tax Credit

Iowa offers the first in the nation Renewable Chemicals Production Tax Credit. The program incentivizes the production of 30 high-value chemicals derived from biomass feedstocks. According to the U.S. Department of Agriculture, the credit represents the "strongest" incentive package for the bio-based chemical industry. It addresses the unique opportunity to advance Iowa's economy by focusing on the development of biomass as feedstocks for the production of renewable chemicals.

Research Activities Credit

Iowa sets itself apart as being one of the few states to offer a refundable research activities credit. Iowa companies earn refundable tax credits for research and development investments that may be paid directly in cash to the company once its tax liabilities have been met. A company must meet the qualifications of the federal research credit in order to be eligible.

Targeted Jobs Withholding Tax Credit

The Targeted Jobs Withholding Tax Credit is a pilot program that allows diversion of withholding funds paid by an employer to be matched by a designated pilot city to create economic incentives directed toward the growth and expansion of targeted businesses locally. Match is required for every withholding dollar received.

Demonstration Fund

The Demonstration Fund is designed to provide assistance to companies with market-ready innovative technologies or products that have a clear potential for commercial viability. It assists companies with marketing and business development activities and helps businesses with high-growth potential reach a position to attract follow-on private sector funding.

Proof of Commercial Relevance (POCR)

The Proof of Commercial Relevance (POCR) program is designed to define and articulate the opportunity for businesses that demonstrate a proof-of-concept for innovative technology. It provides funds that can be used for validation of marketing potential through beta testing activities, intellectual property development and evaluation, extended competitive analysis, etc.

Iowa Innovation Acceleration Fund

The Iowa Innovation Acceleration Fund promotes formation and growth of businesses that engage in the transfer of technology to competitive, profitable companies that create high-paying jobs. Funds are designed to accelerate the pace of market development, leverage private investment and industrial expansion efforts that result in significant capital investment. The fund provides financing to eligible businesses through two program components that correspond to different stages of growth for investment-grade, high-growth enterprises.

Small Business Innovation Research (SBIR) & Small Business Technology Transfer (STTR) Outreach Program

The Iowa Economic Development Authority has delegated the delivery of the Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) Outreach Program to the Iowa Innovation Corporation to help companies apply for federal small business funding. This program reviews ideas, offers professional proposal assistance and matching funds for awarded companies. This program assists Iowa companies by reviewing SBIR/STTR grant proposal applications and providing commitments to matching grant funds for Phase I SBIR/STTR awards.

New Market Tax Credits Program

In qualifying tracts, the program works to spur loans and capital investments in business in underserved area. An individual or corporation can receive a tax credit worth 39% of the investment distributed over 7 seven years.

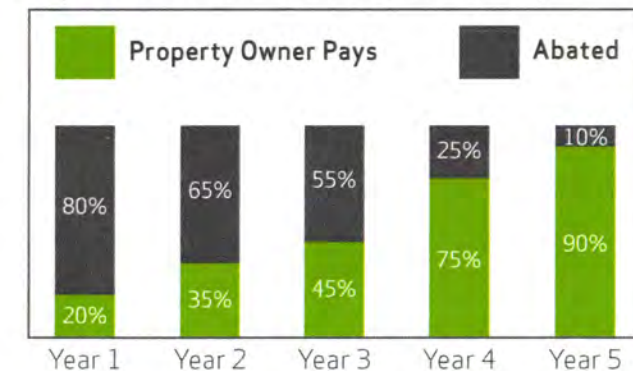


Local and Regional Incentives

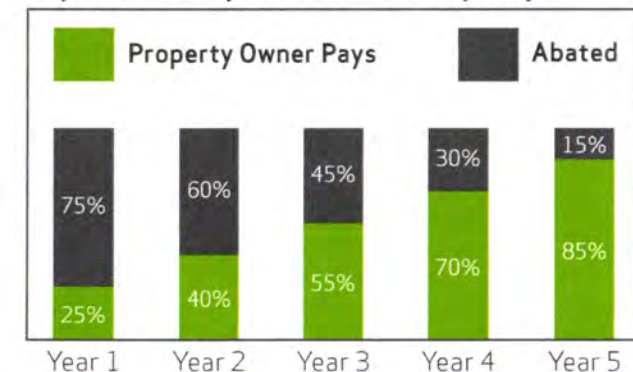
Tax Abatement

The City of Ottumwa and Wapello County, Iowa, have both adopted commercial tax abatement plans as follows:

City of Ottumwa - Industrial Property



Wapello County - Industrial Property



OEDC & Ottumwa Regional Legacy Foundation

Will work with prospects based on target industry, community impact, and high quality (livable wage) jobs.

Tax Increment Financing (TIF)

City councils or county Boards of Supervisors may use property taxes resulting from the increase in taxable valuation due to construction of new industrial or commercial facilities to provide economic development incentives to a business or industry. TIF may be used to pay cost of public improvements and utilities, which will serve the new private development.

Regional Economic Development Investments (REDI)

A loan program designed to support business activities for which conventional financing is not otherwise available (gap financing); the purpose of the program is for business start-ups, expansion or retention of jobs. Funds can be used to modernize facilities, to purchase machinery, equipment, fixtures and leasehold improvements, to finance increased receivables and to augment working capital, to construct new commercial buildings, and to purchase existing land and/or structures. Maximum loan is tied to each job created or retained.

SBA Loan Programs

Loans offered for expansion/renovation; new construction, purchase land or buildings; purchase equipment, fixtures, leasehold improvements; working capital; refinancing debt for compelling reasons; and revolving lines of credit (up to 7 year maturity).

Iowa MicroLoan

Provides loans for start-up, expansion or refinancing of small business entrepreneurs, as well as a technical assistance action plan tailored to meet the needs of the business.

Pathfinders RC&D Loan Program

Offers a loan program for small and emerging businesses meeting at least one of the following criteria, and will consider funding requests from a variety of businesses: 1) Natural resource based business, 2) Value-added agricultural business, 3) Facilities and services to low income, underemployed or elderly, 4) Small commercial or retail business. The program is made possible through a Rural Development Enterprise Grant from the USDA-Rural Development. The institution is an equal opportunity provider and employer.

Business & Industry Guaranteed Loan Program

- To be eligible the borrower must work with a bank, credit union or other commercial lenders who make loans to rural businesses. The borrower should be a business with strong equity and capital.
- Benefit is to provide an incentive for business lending that will save and create jobs. (Typically for larger businesses). The loans guaranteed can be used for real estate, equipment, working capital & refinancing for non-farm businesses.
- Loan guarantees of 80% for loans up to \$5 million and guarantees of 70% on loans over \$5 million and less than \$10 million.
- USDA guarantees business loans made by commercial lenders.
- Maturity is negotiated with lender, but no balloon payments allowed.
- Interest rates are negotiated with lender and can be either fixed or variable rates. Typically rates are near the prime rate.
- 3% guaranty fee on the guaranteed amount of the loan. The loan fee can be financed in the original loan amount.
- For more information on USDA programs go to www.rd.usda.gov/programs-services/business-industry-loan-guarantees/ia



Key Incentives

Knowing that development incentives are second only to workforce availability, Ottumwa Economic Development Corp. assures you that our greatest asset is that of a cooperative community. As a client-focused resource, OEDC assembles an appropriate team of representatives that assist new and expanding industry in navigating the financial support options available for your qualifying project. Let our aggressive, experienced, industry-focused partners lead your business to Ottumwa, Iowa.

Target Industries include Food & Beverage Processing, Machinery Manufacturing, Automotive Supply Chain, and Warehouse & Distribution.

Sharon Stroh Executive Director

Ottumwa Economic Development Corporation

Office: (641) 682-3465 x 902 | Cell: (641) 799-1203

Fax: (641) 682-3466 | sstroh@ottumwaiowa.com

ottumwadevelopment.org



OTTUMWA

[ECONOMIC DEVELOPMENT CORPORATION]

ANNUAL REPORT

FY 2018

Covering the period July 1, 2017- June 30, 2018

TABLE OF CONTENTS

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| Mission, Activity Highlights: | 1 |
| Looking Forward: | 2 |
| Financial Summary: | 3 |
| Investor Listing: | 4 |
| Company Information: | 5 |

TO OUR INVESTORS:

MISSION STATEMENT

Ottumwa Economic Development is committed to promoting the overall economic development health of Ottumwa and Wapello County by expanding and retaining business and industry, assisting in the development of a quality workforce, and supporting vibrant community improvement projects which will inspire additional growth.

ACTIVITY Highlights- Top Successes 2017-2018

- In conjunction with the Helgerson Flats site certification, contracted a Target Industry Study to be completed. Total Cost \$53,000. Key findings include:
 - Machinery Manufacturing
 - Food & Beverage Processing
 - Warehousing and Distribution
 - Automotive Supply Chain
 - Professional, Scientific & Technical Services
 - Pending 1st sale of 12.4 acres
- Conducted a Traffic Impact Study on the intersection of US149 and N. Court frontage road. Total cost \$15,500. Key findings include:
 - Video and drone footage demonstrates near-crash conditions, maneuverability issues and safety concerns, however
 - Conditions do not warrant the installation of traffic signals, per Iowa Dept. of Transportation
 - Congestion experienced by existing industry, in addition to increased truck traffic identifies this as an area of concern
 - Joint jurisdiction between City of Ottumwa and Iowa Dept. of Transportation will have to agree on next steps for intersection modification
 - OEDC will continue to provide resources necessary for further examination
- Participated in a Public Relations/Communications planning analysis. Total Cost \$20,000. Key findings include:
 - Over 150 stakeholders participated, including OEDC investors, government leaders, community members (Ottumwa and surrounding cities), and other partners
 - OEDC is very strong programmatically, and well-recognized in the region and state, but not as much at the local level
 - OEDC needs to clarify its activities and services to the community, and
 - Be more inclusive of Wapello County- providing information and assistance in helping all communities reach their economic development goals
 - Expectations that OEDC (or some organization) is advocating for community needs such as housing, good jobs and revitalization

TO OUR INVESTORS:

Looking Ahead-

OEDC acknowledges that for an organization that is 56 years old, there are still many who are unfamiliar with its activities. To clarify its lead areas of activity, the OEDC board and staff have defined five specific areas in which the organization works. The Strategic Priorities set forth for the fiscal year July 1, 2018 through June 30, 2019 include the following issues:

- 1) Site Development & Preparation- OEDC continually works to prepare industrial sites to meet the needs of prospective tenants and growing businesses through development and certification
- 2) Targeted Industry Recruitment- OEDC will work to fill industrial sites by targeting the types of industries identified in the 2018 Target Industry Study
- 3) Existing Business Retention & Expansion- Meet with major employers to explore and address retention and expansion opportunities and challenges
- 4) Navigation Assistance for Financing Business Growth- OEDC directs and assists new and expanding major businesses to help them navigate the financial support mechanisms available for their qualifying project needs
- 5) Talent Strategies- OEDC works to address current and future talent/workforce issues with creative strategies that meet business needs

To that end- Board members have made the following commitments:

- 1) Be intentionally visible as OEDC board members while in the community
- 2) Utilize their strengths and connections to reach other audiences and increase membership
- 3) Remain informed and articulate about the organization and economic development issues

Staff members have made the following commitments:

- 1) Laser-focused on the economic development impact of OEDC activities and priorities
- 2) Refine marketing materials to highlight economic development activities that differentiate OEDC from other Greater Ottumwa Partners in Progress brands
- 3) Work to ensure a high profile and stable organization in which to work

TO OUR INVESTORS:

OTTUMWA ECONOMIC DEVELOPMENT CORPORATION

STATEMENTS OF FINANCIAL POSITION JUNE 30, 2018 AND 2017

| | <u>2018</u> | <u>2017</u> |
|--------------------------------------|-------------------|-------------------|
| <u>ASSETS</u> | | |
| <u>CURRENT ASSETS:</u> | | |
| Cash and cash equivalents | \$ 197,324 | \$ 323,829 |
| Investments | 501,379 | 487,418 |
| Accounts receivable | 13,916 | 18,289 |
| Prepaid expenses | 1,557 | 1,557 |
| Total current assets | <u>714,176</u> | <u>831,093</u> |
| <u>PROPERTY AND EQUIPMENT:</u> | | |
| Land | 91,782 | 91,782 |
| Equipment | 3,258 | 13,635 |
| Total | 95,040 | 105,417 |
| Less accumulated depreciation | 1,447 | 11,243 |
| Book value of property and equipment | <u>93,593</u> | <u>94,174</u> |
| TOTAL ASSETS | \$ <u>807,769</u> | \$ <u>925,267</u> |
| <u>LIABILITIES AND NET ASSETS</u> | | |
| <u>CURRENT LIABILITIES:</u> | | |
| Accounts payable | \$ 24,346 | \$ 26,627 |
| Accrued property taxes | 879 | 946 |
| TOTAL LIABILITIES | <u>25,225</u> | <u>27,573</u> |
| <u>NET ASSETS:</u> | | |
| Unrestricted | 602,796 | 627,240 |
| Temporarily restricted | 179,748 | 270,454 |
| TOTAL NET ASSETS | <u>782,544</u> | <u>897,694</u> |
| TOTAL LIABILITIES AND NET ASSETS | \$ <u>807,769</u> | \$ <u>925,267</u> |

See Accompanying Notes to Financial Statements

TO OUR INVESTORS:

Leadership Level (\$10,000+)

City of Ottumwa
John Deere Ottumwa Works
John Deere Foundation
Wapello County

Executive Level (\$5,000- \$9,999)

Cargill Sweeteners
JBS USA Pork
South Ottumwa Savings Bank

Builder Level (\$1,500- \$4,999)

Alliant Energy
McCune & Reed
Northeast Power
Ottumwa Courier - in kind
Ottumwa Radio Group - in kind
Ottumwa Regional Health Center
Peoples State Bank
US Bank
Walmart Supercenter
Winger Contracting

Patron Level (\$500- \$1,499)

AmericInn
Bailey Office Outfitters
Bauman State Farm
C&C MFG
Community 1st Credit Union
Denefe, Gardner & Zingg
Doud Stone
Elliott Oil
Gaumer, Emanuel, Carpenter & Goldsmith
Harrison, Moreland, Webber & Simplot
Hohn, Dennis
Hotel Ottumwa
Indian Hills Community College
Noel Insurance
Norris Asphalt
Ottumwa Community Schools
Ottumwa Water & Hydro
Schwartz Insurance
Vaughn Automotive
Wells Fargo Bank

Supporter Level (\$100- \$499)

Mark Altfillisch, The Optical Shoppe
Anderson, Larkin & Co.
George Boitnott Enterprises
Bookin Jewelry
City of Eldon
Edward Jones - Amber Carroll
Edward Jones - Alex Morley
Edward Jones - Brett Morris
Edward Jones - David Uehling
Farmers Insurance - Lori Mason
Fizzix
Ted & Diane Haas
Hammer & Brechon
Hindman, Person Heating & Air
Hy-Vee #1504
Hy-Vee # 1505
Hy-Vee Drugstore
Kiple Co.
Krafka Law
Manpower Services
Al Martin Real Estate & Auction
Martz Auto Sales
MediaCom
Meridian Credit Union
Orsborn, Milani, Mitchell & Goedken
Ottumwa Printing
Ottumwa Seat & Top
Pipestone Vet Clinic
Principal Financial
Quality Inn & Suites
Quincy Place Mall
Reece Funeral Home
Reiter, Peter & Mary Ann
RE/MAX Pride
South Side Drug
Thomas Shafer Insurance Agency
Yates & Yates Glass

TO OUR INVESTORS:

OEDC Board Members:

Jill Budde, Indian Hills Community College; President

Marc Roe, Tenco; Vice President

Phil Noel, Ottumwa Regional Health Center; Treasurer

Tom Lazio, City of Ottumwa; Secretary

Lesley Conning, John Deere

Greg Hanshaw, Community 1st Credit Union

Greg Kenning, Wapello County Supervisor

Kory McDonald, Schumacher Elevator

David Vollmar, Alliant Energy

SHARON STROH
EXECUTIVE DIRECTOR



Telephone: 641.799.1203
sstroh@ottumwaiowa.com



F11 81

CITY OF OTTUMWA

2019 MAR 28 AM 10:48

Staff Summary

CITY OF OTTUMWA **** ACTION ITEM ****

Council Meeting of: April 2, 2019

Alicia Bankson

Prepared By

Gene Rathje
Department Head

Parks
Department

[Signature]
City Administrator Approval

AGENDA TITLE: Award the Contract for the Beach Phase 4, RFP 4X Safety Netting Replacement and authorize the Mayor to sign the Contract.

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

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

RECOMMENDATION: Award the Contract to Pierce Fence Company in the amount of \$3,966.88 with an alternate bid of \$4,422.00 and authorize the Mayor to sign the Contract.

DISCUSSION: Beach Phase 4, RFP 4X is to replace the safety netting around the Kiddie Pool at the Beach Ottumwa.

Bids were received and opened by the City of Ottumwa on March 27, 2019 at 2:00 p.m. The RFP was sent to four (4) contractors and advertised on the City's website. Two (2) bids were received. The low bidder is Pierce Fence Company of Ottumwa, Iowa in the amount of \$3,966.88 with an alternate bid of \$4,422.00.

Bid Tab is attached.

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

**Beach Ottumwa Phase 4 – Safety Netting Replacement
Bid Tabulation**

March 27, 2019 2:00 PM

| Company Name | RFP – 4X Safety Net Replacement | |
|-----------------|---------------------------------------|--------------|
| | Base Bid | Add Alt. Bid |
| Pierce Fencing | \$3,966.88 | \$4,422.00 |
| Gullett Fencing | \$4,626.00 | \$4,059.00 |
| | | |
| | | |
| | | |
| | | |

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION
OF THE PROPOSALS RECEIVED MARCH 27, 2019 AT
2:00 PM. Dwight L. Dohlman, P.E.



PIERC-1

OP ID: DH

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
03/28/2019

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 MCCUNE AND REED, INC PO BOX 578 OTTUMWA, IA 52501 Brian McWilliams | 641-682-8027 | CONTACT NAME: Brian McWilliams PHONE (A/C, No, Ext): 641-682-8027 FAX (A/C, No): 641-682-6824 E-MAIL ADDRESS: mcwilliams@mccuneandreed.com |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED +PIERCE CONST & FENCE CO. LLC 729 W SECOND STREET OTTUMWA, IA 52501 | INSURER A : SELECTIVE INSURANCE COMPANY | NAIC # 12572 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**


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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | S 2318022 | 10/24/2018 | 10/24/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | | S 2318022 | 10/24/2018 | 10/24/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | X | | S 2318022 | 10/24/2018 | 10/24/2019 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N/A | Y/N | N/A | WC 9053833 | 10/24/2018 | 10/24/2019 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

OPERATIONS OF THE NAMED INSURED. PROJECT: THE BEACH OTTUMWA, 101 CHURCH STREET, OTTUMWA, IOWA. SAFETY NETTING REPLACEMENT.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| CITYOTT CITY OF OTTUMWA CITY HALL 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  |
|--|---|

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 27 day of March 2019 by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and Pierce Fence Company 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 SAFETY NETTING REPLACEMENT as stated in the attached RFP #4X. RFP # and signed proposal included as part of this contract.

In the following location to wit; THE BEACH OTTUMWA, 101 CHURCH STREET, OTTUMWA, IA.

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

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

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

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

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

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in RFP #4X, said payment to be made upon presentation of an invoice for aforesaid improvement.

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

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent

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

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

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

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

CITY OF OTTUMWA

Tom X. Lazio
Tom X. Lazio, Mayor



ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk

[Signature]
Contractor
729 W. 2nd St.
Address
Ottumwa, IA 52501
City, State, Zip

FILE
CITY OF OTTUMWA
2019 MAR 28 AM 11:36
Staff Summary
CITY OF OTTUMWA
** ACTION ITEM **

Council Meeting of: April 2, 2019

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #64-2019. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Asphalt Street Repair Program 2019.

 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 #64-2019.

DISCUSSION: This project is for our annual asphalt street repair program, which started in 2003, and is used to set unit price cost. The work will consist of overlays on various streets in the city. Staff has reviewed the sewer conditions and ADA requirements for each of the streets listed below.

Bids will be received and opened by the City of Ottumwa on May 1, 2019 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on May 7, 2019, or at a later date as determined by staff.

- Streets scheduled for overlays:
Wildwood – City Limits south to Albia Rd
E. Third – Market to Green
Sheffield – Clay to Benton
Clay St. – Third to Sheffield

Funding Source: \$926,978.00 FY 2012/2013
\$950,000.00 FY 2013/2014
\$480,000.00 FY 2014/2015
\$700,000.00 FY 2015/2016
\$1,000,000.00 FY 2016/2017
\$800,000.00 FY 2017/2018
\$1,250,000.00 FY 2018/2019 (Includes \$460,000.00 E. Main St. Reconstruction)
\$350,000.00 FY 2019/2020 -

Source of Funds: Road Use Budgeted Item: Yes Budget Amendment Needed: No

RESOLUTION #64-2019

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE 2019 ASPHALT STREET REPAIR PROGRAM

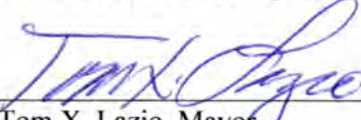
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, 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 estimated cost for the above referenced project are hereby approved and adopted.


APPROVED, PASSED, AND ADOPTED, this 2nd day of April, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

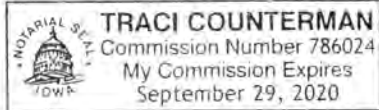


PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Asphalt Street Repair
City of Ottumwa-Engineering Dept hereto attached was
published in said newspaper for 1 consecutive weeks to-wit: 3/23/19 Subscribed and sworn to
before me, and in my presence, by the said 23rd day of March, 2019



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$17.59

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, 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 "Asphalt Street Repair Program 2019- Ottumwa, Iowa" at 5:30 o'clock p.m. on the 2nd of April 2019, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. 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 work to be done is as follows: ASPHALT STREET REPAIR PROGRAM 2019 All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file

for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Chris Reinhard, City Clerk

PH-Approve P/S
2019 Asphalt Street
Repair

CITY OF OTTUMWA
2019 MAR 28 AM 10:48
Staff Summary

CITY OF OTTUMWA
**** ACTION ITEM ****

Council Meeting of: April 2, 2019

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #65-2019. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Catch Basin Replacement Program 2019.

**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 #65-2019.

DISCUSSION: This is our annual catch basin project and will reconstruct and raise catch basin wells with new grates as indicated on plans and specifications. Basins are located on various streets located within the City of Ottumwa.

Bids will be received and opened by the City of Ottumwa on May 1, 2019 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on May 7, 2019, or at a later date as determined by staff.

Budgeted amount: \$50,000 Sewer Fund

RESOLUTION #65-2019

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE 2019 CATCH BASIN REPLACEMENT PROGRAM

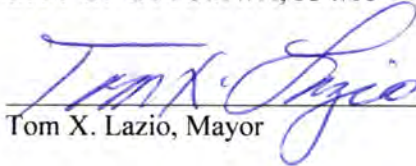
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, 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 estimated cost for the above referenced project are hereby approved and adopted.


APPROVED, PASSED, AND ADOPTED, this 2nd day of April, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:




Christina Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Catch Basin Program
City of Ottumwa-Engineering Dept hereto attached was
published in said newspaper for 1 consecutive weeks to-wit: 3/23/19 Subscribed and sworn to
before me, and in my presence, by the said 23rd day of March, 2019



Notary Public

In and for Wapello County

Printer's fee \$19.63

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, 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 "Catch Basin Replacement Program 2019 - Ottumwa, Iowa" at 5:30 o'clock p.m. on the 2nd day of April 2019, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. 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 work to be done is as follows: Reconstruct and raise catch basins with new grates as indicated on plans and specifications. Basins are located on various streets within the City of Ottumwa. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Chris Reinhard, City Clerk

PH-Approve P/S
2019 Catch Basin
Replacement

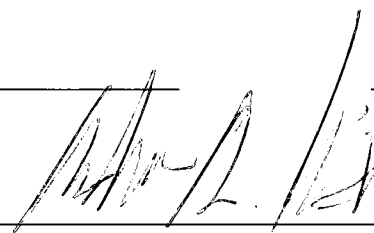
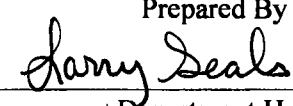
FILED

2019 MAR 26 AM 10:46
CITY OF OTTUMWA

Staff Summary

CITY OF OTTUMWA
** ACTION ITEM **

Council Meeting of: April 2, 2019

| | | |
|---------------------------|---|---|
| | | Alicia Bankson |
| | | Prepared By |
| Engineering Department |  |  |
| | City Administrator Approval | Department Head |

AGENDA TITLE: Resolution #66-2019. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Sanitary Utility Access Program 2019.

**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 #66-2019.

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

Bids will be received and opened by the City of Ottumwa on May 1, 2019 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on May 7, 2019, or at a later date as determined by staff.

Budgeted amount: \$50,000 Sewer Fund

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #66-2019

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE 2019 SANITARY UTILITY ACCESS PROGRAM

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, 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 estimated cost for the above referenced project are hereby approved and adopted.


APPROVED, PASSED, AND ADOPTED, this 2nd day of April, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

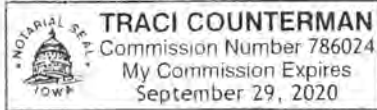


PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Sanitary Utility Access
City of Ottumwa-Engineering Dept hereto attached was
published in said newspaper for 1 consecutive weeks to-wit: 3/23/19 Subscribed and sworn to
before me, and in my presence, by the said 23rd day of March, 2019



Notary Public

In and for Wapello County

Printer's fee \$18.41

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, 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 "Sanitary Utility Access Program 2019 - Ottumwa, Iowa" at 5:30 o'clock p.m. on the 2nd day of April 2019, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. 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 work to be done is as follows: Place sanitary sewer

utility access in existing sanitary sewer lines, restoring sub base and full depth patch. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Chris Reinhard, City Clerk

PH-Approve P/S
2019 Sanitary Utility
Access Program

FILE
CITY OF OTTUMWA

2019 MAR 28 AM 10:48
Staff Summary

CITY OF OTTUMWA
**** ACTION ITEM ****

Council Meeting of: April 2, 2019

Engineering Department

Alicia Bankson
Prepared By

Darryl Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #67-2019. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Sidewalk Drop Program 2019.

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

RECOMMENDATION: Pass and adopt Resolution #67-2019.

DISCUSSION: This is the 8th contract and consists of the installation of sidewalk drops and detectable warnings at various locations throughout the City of Ottumwa. The completion of these sidewalk drops and detectable warnings will be a step towards compliance with the ADA Transition Plan. The Transition Plan was approved by Council on August 7, 2012. The City owned and maintained intersections are one portion of the ADA requirements. The overall project was estimated at \$1,280,000.00, and is budgeted for \$120,000 each year until complete.

Bids will be received and opened by the City of Ottumwa on May 1, 2019 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on May 7, 2019, or at a later date as determined by staff.

| | |
|---|--|
| 2012— Contract 1 - \$ 40, 898.99 | McClure& Company Concrete (final cost) |
| 2013— Contract 2 - \$ 116, 822.29 | DeLong Construction (final cost) |
| 2014— Contract 3 - \$ 48,355. 29 | DC Construction (final cost) |
| 2015— Contract 4 - \$ 119,179.20 | DC Construction (final cost) |
| 2016— Contract 5 - \$ 96,842. 22 | M4i Concrete of Sigourney, Iowa (final cost) |
| 2017— Contract 6 - <u>\$ 100,808.78</u> | DC Concrete & Construction (final cost) |
| Total Cost to Date: \$ 522,906.77 | |

2018— Contract 7 - \$ 114,250.00 TK Concrete – bid amount, project not complete

FY 2019 – CIP: \$120, 000.00

Source of Funds: CIP Budgeted Item: Yes Budget Amendment Needed: No

RESOLUTION #67-2019

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE 2019 SIDEWALK DROP PROGRAM

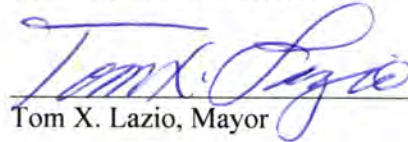
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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

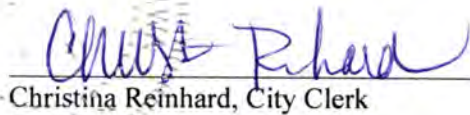
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 2nd day of April, 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

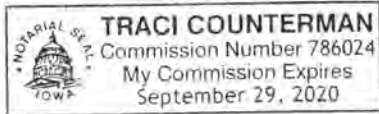


PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Sidewalk Drop
City of Ottumwa-Engineering Dept hereto attached was
published in said newspaper for 1 consecutive weeks to-wit: 3/23/19 Subscribed and sworn to
before me, and in my presence, by the said 23rd day of March, 2019



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$21.27

COPY **MENT**

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, 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 "Sidewalk Drop And Detectable Warning Installation Program 2019 - Ottumwa, Iowa" at 5:30 o'clock p.m. on April 2, 2019, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. 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 work to be done is as follows: Furnish all labor, materials and equipment to construct the following: Install sidewalk drops and detectable warnings at various locations in the City of Ottumwa. An alternate bid item to remove and replace defective sidewalk panels at various locations in the City of Ottumwa is also included. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Christina Reinhard, City Clerk

PH-Approve P/S
2019 Sidewalk Drop.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILE
2019 MAR 26 AM 11:36
CITY OF OTTUMWA

Council Meeting of: April 2, 2019

Alicia Bankson

Prepared By

Darryl Seals

Department Head

Engineering
Department

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #68-2019. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Street Crack and Seal Program 2019.

**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 #68-2019.

DISCUSSION: This project is one of our annual preventative maintenance programs and consists of sealing street cracks throughout the City of Ottumwa.

The work to be completed is located at:
Oak Meadow – Rochester St. to Fox Sauk Rd.
Fox Sauk Rd – N. Court to Oak Meadow Dr.

Bids will be received and opened by the City of Ottumwa on May 1, 2019 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on May 7, 2019, or at a later date as determined by staff.

2019 ESRP: \$50,000.00

RESOLUTION #68-2019

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE 2019 STREET CRACK & SEAL PROGRAM

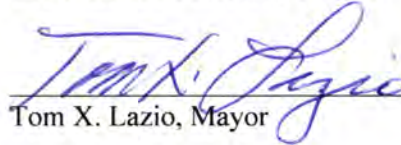
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, 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 estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 2nd day of April, 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

HMA PCC
City of Ottumwa-Engineering Dept hereto attached was
published in said newspaper for 1 consecutive weeks to wit: 3/23/19 Subscribed and sworn to
before me, and in my presence, by the said 23rd day of March, 2019



Traci Counterman
Notary Public

In and for Wapello County

Printer's fee \$19.63

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, 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 "HMA, PCC Street Crack Repair Program 2019 - Ottumwa, Iowa" at 5:30 o'clock p.m. on the 2nd of April, 2019, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. 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 work to be done is as follows: Furnish all labor, materials, and equipment to perform the following: HMA, PCC Street Crack Repair Program 2019 - Ottumwa, Iowa. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Chris Reinhart, City Clerk

PH. Approx P/S
2019 Street Crack
Seal Program

2019 MAR 28 11:36
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 2, 2019

Planning & Development
Department

Kevin C. Flanagan
Prepared By
Kevin C. Flanagan
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 36-2019, a resolution establishing City's Intent to Enter into Development Agreement with Chrisbro Hospitality

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 36-2019.

DISCUSSION: This resolution will establish that the City is committed to entering into a Development Agreement (DA) with Chrisbro Hospitality for the construction of a Spring Hill Suites at BVC. We have forwarded a copy of the agreement as it is currently drafted to Chrisbro for their review. We are also waiting to receive a copy of the Hotel Study being performed for project financing, by Chrisbro. We have, however, reached the point in our

Source of Funds:

Budgeted Item: Budget Amendment Needed:

consideration of this project where it is incumbent for the City to make a definitive decision regarding continued work with our chosen developer, as both our developer and the City will be engaging in a much more involved commitment to expense as we go forward. This resolution will resolve our commitment to this development and to the incentives we would be providing in order to prosecute it.

Included in our DA is the following economic development incentive arrangement:

- \$3.5 million Economic Development Grant to Chrisbro Hospitality
- City will incur \$3.5 million (taxable) G.O. Bond, paid over 20-year schedule, using TIF revenue
- Legacy Foundation will contribute \$1 million to project, in \$50,000 annual stipend to City for 20 year term of DA
- Combination of TIF revenue from hotel development and Legacy Foundation stipend to City will be used by City to abate debt incurred for economic development incentive
- Annual avg. debt payment estimated at \$255,000
- Annual Avg. TIF revenue from hotel estimated at \$235,000 - \$255,000
- Hotel Tax assessment will be set at \$6.57 million (post rollback), by minimum assessment agreement, for 20-year term of agreement
- Hotel will have 96 rooms, bistro/bar, fitness room, pool/hot tub area, connected to BVC

Additional Project Costs:

As we have been discussing, the parking immediately adjacent to the Spring Hill Suites is a deliverable from our developer, however the two additional parking areas we have recommended, the south lot at BVC and the lot west of Church St., would be paved at the City's own expense. The lot east of Jefferson could also be used for additional overflow and would also be surfaced in some manner at the City's expense.

Paving the two recommended primary parking locations is currently estimated at approximately \$800,000. This would include a relocation of the horseshoe arena:

| | |
|----------------------|-----------|
| Overflow Parking Lot | \$367,868 |
| Troeger Parking Lot | \$376,225 |
| Horseshoe Arena | \$ 17,241 |

We have had much discussion concerning the abatement of these costs. We are still waiting for Chrisbro to forward their independent Hotel Study, but it should be forthcoming soon. Discussion for abatement of these costs has included consideration of both Hotel/Motel tax revenues resulting from the new hotel operations and the City's debt levy. We should discuss this item during our considerations.

There is also a sewer relocation that would be necessary for this development and is estimated at a cost of \$130,000 - \$160,000, which would be paid through the City's sewer utility.

RESOLUTION NO. 36-2019

A RESOLUTION ESTABLISHING INTENT TO ENTER INTO A DEVELOPMENT AGREEMENT WITH CHRISBRO HOSPITALITY FOR THE DEVELOPMENT OF A HOTEL ADJACENT TO AND CONNECTED WITH THE BRIDGE VIEW CENTER IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

WHEREAS, the City has established the Bridge View Center as a cultural events and convention center; and

WHEREAS, the City wishes for the Bridge View Center to be the premier cultural events and convention center in Southeast Iowa; and

WHEREAS, the City ascertains that a hotel in conjunction with the Bridge View Center will facilitate an increase in the use of the facility for events and conventions and ensure the facility's competitiveness concerning such events and conventions; and

WHEREAS, the City has issued a competitive Request for Proposals that ChrisBro Hospitality has responded to; and

WHEREAS, ChrisBro Hospitality has agreed to enter into a Development Agreement with the City in order to develop a hotel adjacent to and connected with the Bridge View Center ("Project"); and

WHEREAS, the City anticipates entering into a public/private development relationship with ChrisBro Hospitality and providing certain financial incentives to ChrisBro Hospitality in order to facilitate said hotel development; and

WHEREAS, ChrisBro Hospitality is amenable to these incentives and the conditions under which they are to be provided.

NOW, THEREFORE, be it resolved by the City Council of the City of Ottumwa, Iowa:

Section 1. That, contingent on the conditions in Section 2, the City proposes to support the Project by entering into a Development Agreement with ChrisBro Hospitality and/or a related entity and that this agreement will provide for:

- the conditions under which the City will provide certain financial incentives to ChrisBro Hospitality for the development of a hotel in conjunction with the Bridge View Center operations
- the deliverables that the City will expect from ChrisBro Hospitality as a result of contract provisions
- any and all such other agreements or conditions – including but not limited to a Minimum Assessment Agreement signed by the City, ChrisBro Hospitality, and the Wapello County Assessor – that will ensure said incentives are viable and attainable, that said agreement is fair and equitable, and to which both parties are agreeable.

Section 2. That Section 1 shall be subject to and conditioned on all of the following:

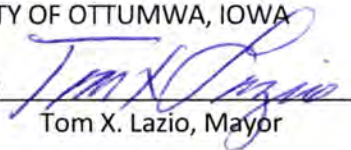
- The City completing all of the legislative processes necessary to adopt an amendment to the applicable urban renewal plan that identifies the Project as an urban renewal project.
- The inclusion of the terms listed in Section 1, plus other terms to be negotiated by the parties, into a Development Agreement between the City and ChrisBro Hospitality (and/or a related entity) to be drafted by the City's counsel; and the approval of the Development Agreement by the City Council in its final form following all required legislative processes including a public hearing.

Section 3: That the City staff be hereby authorized and directed to proceed with the preparation of the necessary documents for the urban renewal plan amendment and the Development Agreement, and to take other actions consistent herewith.

Passed and adopted this 2nd day of April 2019.

CITY OF OTTUMWA, IOWA

By


Tom X. Lazio, Mayor

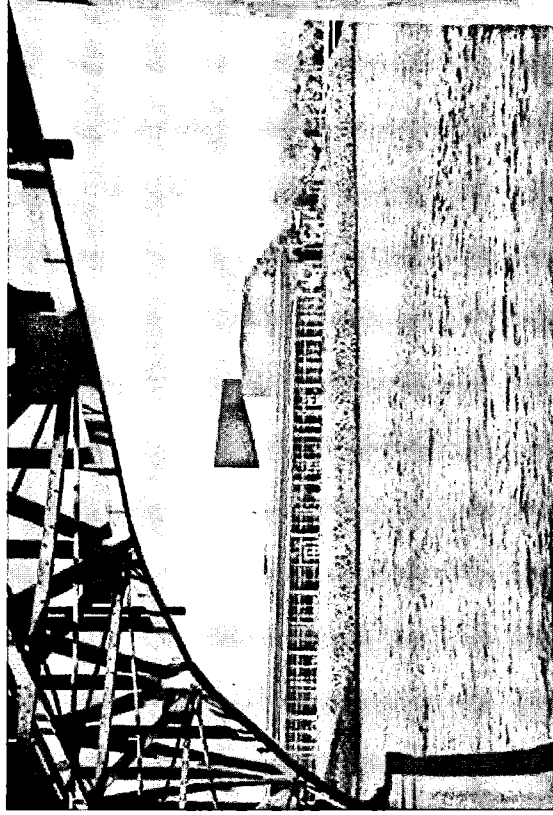
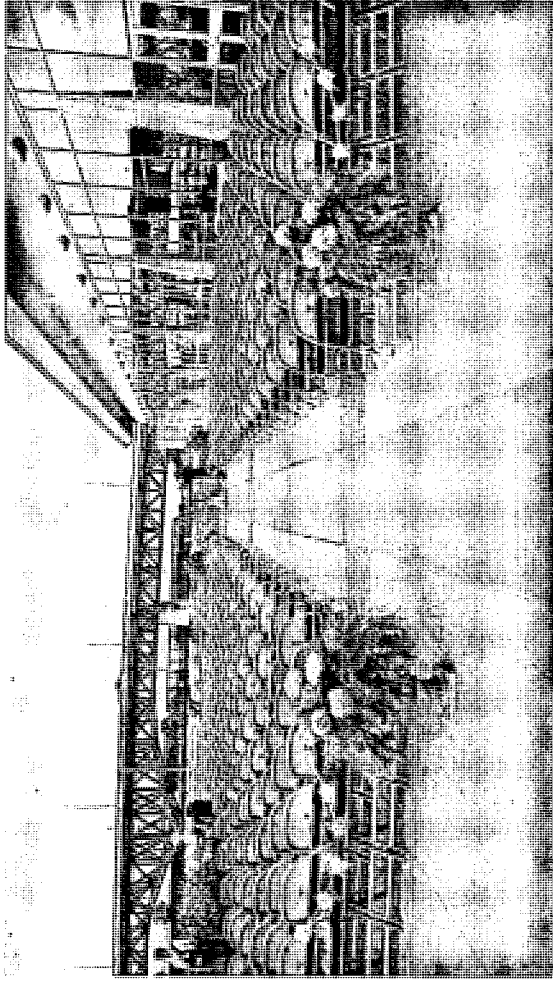
ATTEST:



Chris Reinhard, City Clerk



PROPOSED BRIDGE VIEW CENTER HOTEL





Case Study Kenniwick, WA

- Three Rivers Convention Center opened 2004. Connected Springhill Suites (116 rooms) opened 2015.
- Additional new builds
- New business attributed to hotel opening
- Hotel tax increases

“Having a convention hotel is extremely important to meeting planners and has certainly contributed to our success, as well as that of the Three Rivers Convention Center, in bringing new convention business to our community.”

Laura Watkins – Director of Convention Sales
Visit Tri - Cities



Case Study Vicksburg, MS

- 15 events booked as a direct result of new hotel opened in June 2018.
- Recently hosted 5,800 attendees for State Gymnastics Tournament. Direct result of new hotel. Direct spending of \$812,000. Economic impact of \$1,380,000

"All the Vicksburg hotel properties are excited about the new activity here because of the new hotel. The hotel only has 117 rooms, and (spillover) guests are spread out all over the city. Collaborative partnerships are at an all-time HIGH!"

Anette Kirklin – Executive Director,
Vicksburg Convention Center



PROJECTED INCREASES IN CONFERENCES, WEDDINGS

| | 3 Day 2 Night Conference | 2 Day 1 Night Conference | Weddings |
|--------------|--------------------------|--------------------------|----------|
| FY 2023-2024 | +3 | +2 | +4 |
| FY 2025-2026 | +4 | +3 | +6 |





IMPACT TO BVC REVENUE

| | 3-Day, 2-Night Conference | 2-Day, 1-Night Conference | Wedding |
|---------------------------------|------------------------------|------------------------------|-------------------|
| Rent/Equipment Revenue | \$8,130.00 | \$2,292.50 | \$1,205.00 |
| Food and beverage revenue | \$19,793.57 | \$9,584.75 | \$3,450.92 |
| Total | \$27,923.57 | \$11,887.25 | \$4,655.92 |
| Projected Increases: | | | |
| FY 2023-2024 | \$83,770.71 | \$23,774.50 | \$18,623.68 |
| FY 2025-2026 | \$111,694.28 | \$35,661.75 | \$27,935.52 |



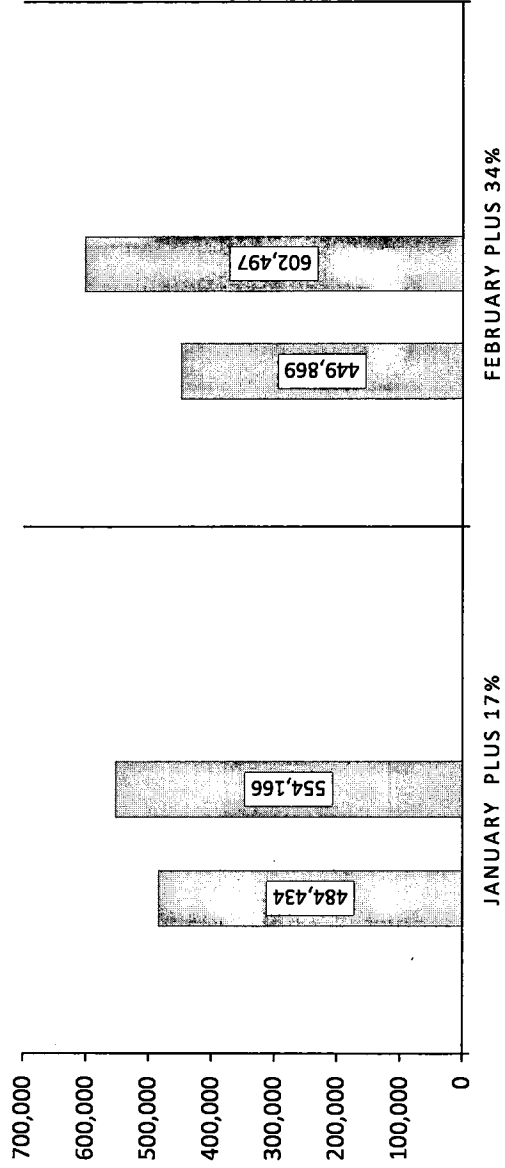
CANNIBALIZATION

- Holiday Inn Express opened December 2018
 - Iowa Dept. of Revenue – Quarterly Distribution Payment
 - February 14, 2018 - \$99,363.69
 - February 14, 2019 - \$126,804.79
- +22%**



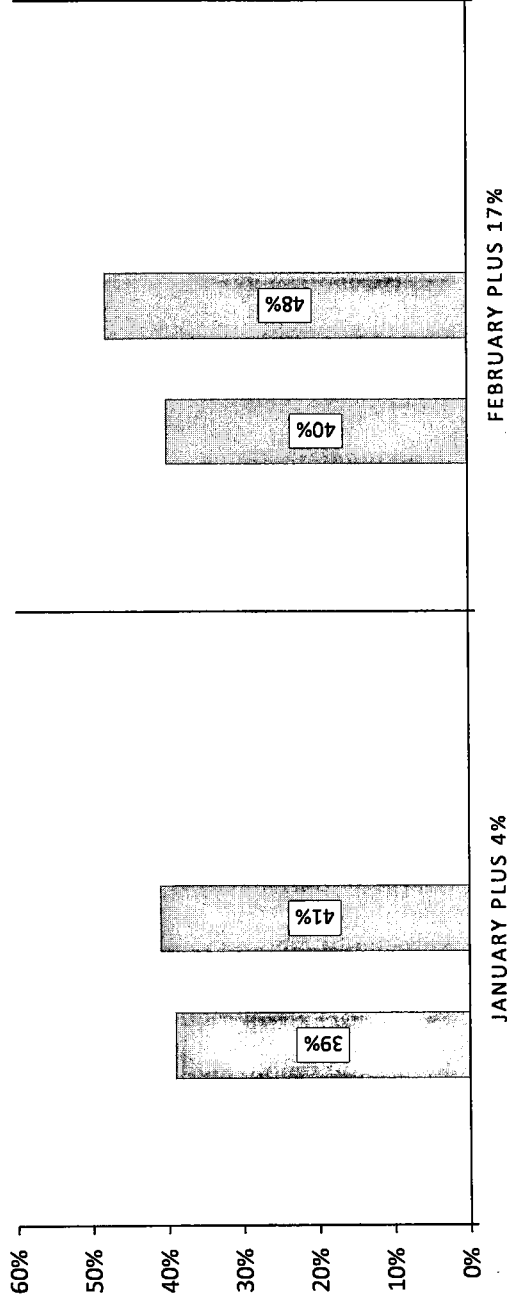


STR REPORT - COMPARATIVE REVENUE JANUARY - FEBRUARY 2018-2019





STR REPORT - COMPARATIVE OCCUPANCY JANUARY - FEBRUARY 2018-2019





COMPARATIVE ANALYSIS IOWA MARKETS

| City | Convention Center | Hotel | Estimated Cannibalization (From OVB) |
|----------------|--|------------------------|--|
| Bettendorf | Waterfront Convention Center (2006) | Isle Casino Hotel | Less than 10% |
| Waterloo | Sullivan Brothers Convention Center (1975) | Ramada | Less than 5%. Two 100+ room properties under construction. |
| Council Bluffs | Mid America Center (2002) | Country Inn and Suites | Built 2005. No quantifiable effect. Courtyard, Springhill and Hilton Garden Inn built since then. Current occupancy down 5%. Over-saturation concerns. |



Factors Mitigating Cannibalization

- Incremental Demand – Spillover
- Price Points
- Demand. Projected growth of 75% of historic growth rate (+4.2%) of +3.1% for 2020-2022 (source HMI Inc.)
- Accommodation Employment – For Ottumwa region, projected growth of 9.6% from 2020 – 2026 (source: lowaworks.gov)
- Aging Inventory





BRAND LOYALTY

Cornell University School of Hotel Administration Study

Using revenue data from 1,315 chain-affiliated hotels in Texas, revenue losses associated with same-brand entry translate into a total loss of \$7,360 per quarter, or 2.7 percent of the typical hotel's mean revenues. The losses from a same-brand entry are statistically significantly greater in magnitude than those associated with the entry of hotels of competing price point brands (\$3,600 per quarter).



Economic Impact Model Univ. of Iowa Survey Model

- Expenditures per non-local visitors in the community
- Total direct expenditures attributed to the festival/event from all visitors
- Hotel occupancy and hotel tax revenue
- Attendance – local vs non-local breakdown
- Spending habits (per category, group and geographic region)
- Length of stay
- Accommodation preference
- Non-local in-state vs. out-of-state attendees



| | 3 DAY 2 NIGHT CONFERENCE | 2 DAY 1 NIGHT CONFERENCE | WEDDING |
|---|-----------------------------|-----------------------------|-----------------|
| Total Direct Expenditures | \$57,269 | \$30,820 | \$19,598 |
| Hotel Revenue | \$35,640 | \$17,820 | \$8000 |
| Room Nights | 360 | 180 | 100 |
| Non - Local Expenditures | \$56,189 | \$30,240 | \$16,474 |
| Net Fees/Event Payments | \$2,450 | \$1,225 | \$950 |
| Hotel Tax Revenue | \$2,494.80 | \$1,247.40 | \$560 |
| Total Additional Dollars Locally Spent | \$61,134 | \$32,712 | \$17,984 |
| Community Impact Estimate (direct + indirect + induced. conservative multiplier effect 1.45) | \$88,644 | \$47,432 | \$26,077 |



| FY 2025-2026 | 3 DAY 2 NIGHT CONFERENCE (#4) | 2 DAY 1 NIGHT CONFERENCE (#3) | WEDDINGS (#6) |
|--|-------------------------------|-------------------------------|---------------|
| Total Direct Expenditures | \$229,076 | \$92,460 | \$119,748 |
| Hotel Revenue | \$142,560 | \$53,460 | \$48,000 |
| Room Nights | 1,440 | 540 | 600 |
| Non - Local Expenditures | \$224,756 | \$90,720 | \$98,844 |
| Net Fees/Event Payments | \$9,840 | \$3,675 | \$5,700 |
| Hotel Tax Revenue | \$9,979.20 | \$3,742.20 | \$3,360 |
| Total Additional Dollars Locally Spent | \$244,536 | \$98,136 | \$107,904 |
| Community Impact Estimate (direct + indirect + induced. conservative multiplier effect 1.45) | \$354,576 | \$142,296 | \$156,462 |





HOTEL SALES PLAN

- 1. Sales Task Force**
- 2. Task Force Mission**
- 3. CRM Utilization – Lead Optimization**
- 4. Weekly Lead Generation**
- 5. Sales Cycle Planning**
- 6. Sales Material**
- 7. Digital Advertising**
- 8. Community Asset Integration**
- 9. Site Visits/Fam Trips/Press Trips**



Bridge View Center

Three Rivers Convention Center Kennewick, WA

Venue specs:

- 21,600 sq. ft. Great Hall (exhibit hall)
- 10,954 total sq. ft. of meeting space divisible into 8 meeting rooms
- 500 sq. ft. Boardroom
- Opened in 2004

City specs:

- 81,607 population (2017)
- Located in southeastern Washington along the Columbia and Yakima rivers and close to the Snake river
- Located in Washington's wine country
- Located 3 hrs. 30 minutes to the SE of Seattle
- Located 2 hrs. to the south and west of Spokane

Hotel info:

- SpringHill Suites
- 116 rooms
- Opened in June 2015
- Attached to the Three Rivers Convention Center

Comments on benefits of attached hotel and sales opportunities:

I pulled information for the Three Rivers Convention Center from our Convention and Sports Digest, which contains detailed information regarding events held in Tri-Cities. Listings include conventions, meetings, exhibits, trade shows and sporting events. Please keep in mind that we do not track events that do not have overnight stay's (Chamber Luncheon's, one-day local corporate events, etc.) nor do we track weddings or other similar type social events. Additionally, some events may not be included because we were not informed that the event is/was taking place. If you need more comprehensive information, the Three Rivers Convention Center may be able to provide further details.

Year

- 2015 29 Events reported representing 11,363 attendees with an economic impact of \$5,220,317.
Of these 29 events, 22 were multi-day conventions or conferences*.
- 2018 42 Events reported representing 17,852 attendees with an economic impact of \$8,603,585.
Of these 42 events, 34 were multi-day conventions or conferences*.
- 2020 21 Future Events on the books representing 12,255 attendees with an economic impact of \$6,417,250.
These numbers are not final as events will continue to be booked in to 2020.

All events listed at this point are multi-day conventions or conferences*.



Bridge View Center

*The majority of the conventions held are with association groups, with the remaining comprised of corporate, government and SMERF (Social, Military, Education, Religious, Fraternal).

SpringHill Suites by Marriott opened in June 2015 with 116-rooms and is connected to the Three Rivers Convention Center. Prior to the hotel opening in 2015, the closest hotel properties to the convention center were the 120-room Hilton Garden Inn (located across the street) and the 62-room Red Lion Inn & Suites (located one block away). This provided only 182 rooms within walking distance of the convention center. Many times, the largest room blocks offered between the two hotels were approximately 90 rooms on peak due to group ceiling restrictions imposed by the hotels. Due to an agreement the owners of the SpringHill has with the City of Kennewick, groups' can now request the entire hotel allowing us to provide sizable blocks to convention groups.

Having the attached hotel has opened doors for convention business we were not previously able to secure. Below are a few examples of recent successes we experienced with the addition of the SpringHill Suites by Marriott:

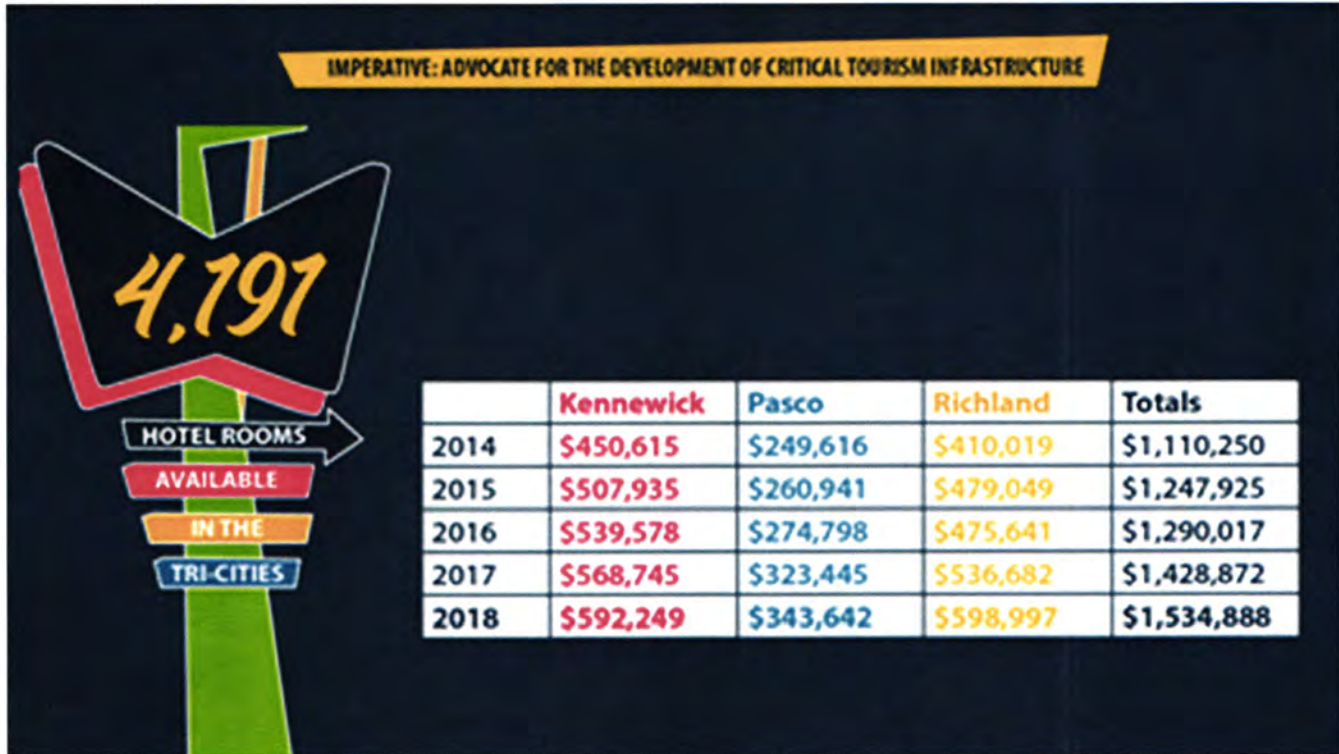
1. Washington Association of Conservation Districts – In 2014, we submitted proposals to host the 2016, 2017 and 2018 Annual Conventions however we were told at that time they were not interested in receiving a proposal from the Convention Center due to their inability to accommodate the group under one roof. In 2016, WACD reached back out to us to request proposals from the Three Rivers Convention Center and the SpringHill Suites and Hilton Garden Inn for 2017. After reviewing proposals and conducting a site visit, the Exec. Director selected to host the **2017 and 2018 Annual Conferences** at the Three Rivers Convention Center with guestrooms at the SpringHill and Hilton Garden Inn.
2. Washington School Nutrition Association – In 2013, we submitted a proposal to host the 2016 Convention but were told the board was leaning to book 2017 instead (they later confirmed 2017 was selected) in order to **ensure enough time for the attached hotel to be built.**
3. Land Surveyors of Washington – Selected to host their 2015 Annual Conference at the Three Rivers Convention Center, noting the **attached hotel to the Convention Center factored into their decision.** We had submitted a bid previously to host the 2014 Annual Conference, however the group selected to go to Spokane citing their reason as the lack of a convention hotel attached to the Three Rivers Convention Center as well as having to shuttle people from the hotels to the Convention Center.
4. Washington Secondary School Athletic Administrators Association – In 2010, we hosted a site visit as the group considered locations for their 2014 Conference. They selected to stay in Spokane citing the following: **"The Board of Directors expressed great concern about the Tri-Cities in that multiple hotel properties would have to be utilized that are not adjoined to the Three Rivers Convention Center... Should a convention hotel next to the Three Rivers Convention Center be built, they would be interested in the Tri-Cities."**

In 2018, we hosted WSSAAA for another site tour as they were considering locations for their 2021 Conference. They were open to taking a new look at the Convention Center with the addition to the SpringHill Suites. They group was very impressed and commented that the addition of the hotel was a game changer. Within 5 months of their site visit, they **signed an 8-year agreement with the Convention Center** beginning in 2020, even opting to get out of their existing contract in Spokane in 2020 in order to be in Tri-Cities a year earlier.



Bridge View Center

Additionally, we have seen an increase in Hotel-Motel Tax collections in each of our cities since the hotel opened in 2015 as follows:



(Including the SpringHill Suites, a total of four hotels opened in 2015 adding 506 rooms in to the market.)

Lara Watkins
Director of Convention Sales



PO Box 2241 • Tri-Cities, WA • 99302
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509.735.8486 ext. 222 • 800.254.5824 • F 509.783.9005
Lara@VisitTRI-CITIES.com • www.VisitTRI-CITIES.com



Bridge View Center

The Sanford Center George W. Neilson Convention Center Bemidji, MN

Venue specs:

- 10,000 sq. ft. ballroom divisible into 3 meeting rooms
- 4,000 sq. ft. Lakeview room divisible into 4 meeting rooms
- Total of 7 meeting rooms & 14,000 sq. ft.
- 4,373 seating capacity for hockey
- 5,000+ seats for a full concert
- Opened in October 2010

City specs:

- 15,366 population (2017)
- Largest commercial center between Grand Forks, ND and Duluth, MN
- Located approx. 90 miles from the Canadian border
- Located approx. 225 miles or 3 hr. 45 min. drive from Minneapolis / St. Paul metro area

Hotel info:

- Country Inn & Suites
- 121 rooms
- Opened in October 2014
- Attached to The Sanford Center via a glass-enclosed walk-way

Comments on benefits of attached hotel and sales opportunities:

MN Farm Bureau Leadership Conference in February 2017 and just signed 2020

- 250 Attendees with 3 room nights
- Attendees filled our attached hotel
- Revenue to Sanford Center: \$39,684.20

The Multi-District 5M Lions Convention in April 2017 (currently discussing 2020)

- 600+ Attendees with 3 room nights
- Their board members and staff stayed at our attached hotel while the other attendees filled the hotel and spread to fill many other hotels in town
- Revenue to Sanford Center: \$40,382.27
- Total Economic Impact (Calculated by our CVB): \$280,00

Annual MN GIS/LIS Annual Convention and Vendor Expo in October 2017 (currently in the final stages of negotiations for 2020)

- 500+ Attendees with 4 room nights



Bridge View Center

- Their board members and staff stayed at our attached hotel while the other attendees filled the hotel and spread to fill many other hotels in town
- Revenue to Sanford Center: \$59,442.50
- Total Economic Impact (Calculated by our CVB): \$251,757

Allied Charities of Minnesota Annual Convention and Vendor Expo in November 2018

800+ Attendees with 2 room nights

- Their board members and staff have blocks at our attached hotel while the other attendees have already started making their reservations there
- Estimated Revenue to Sanford Center: \$51,843.00
- Estimated Economic Impact (Calculated by our CVB): \$297,000

Before our hotel was built, we were considered “ineligible” to even bid for those conferences. Having the attached hotel has been a huge asset to us!

A key factor in having a win-win situation for the venue and hotel is for everyone to be team players. With the recent purchase of the CI&S, we have developed an amazing relationship with the new owner and management team! Because of this relationship, we have been able to collaborate (and share the expense) on marketing material and promotional offers.

One conference that I would like to separate from the rest is our first all-inclusive event, MN County Highway Accountants Association Conference in April 2020. This conference expects to have 100 attendees with two room nights. The client who approached me with this conference told me she was not optimistic we could make this event happen within their budget because we are not a hotel with meeting space, but wanted to give the Sanford Center a chance because she heard such great reviews about our facility. We were ultimately able to win this bid because of our all-inclusive package plan with the attendees registering and paying us directly for their lodging and food.

As far as weddings/wedding receptions are concerned, I was not able to find any record of lost business due to the lack of an attached hotel. However, of the clients I have worked with, having an attached hotel is a great perk. To top off this perk, we currently have an agreement with CI&S where when couples book with us, they will receive a complimentary suite (one night) and their guests will receive a 30% discount.

One last benefit of the attached hotel is the climate-controlled link connecting us, which clients are always pleased to learn about.

Ashley Carpenter-Mattison | Sales Manager

Sanford Center

1111 Event Center Drive NE | Bemidji, MN 56601

(218) 441-4003 | acarpente@venuworks.com





Bridge View Center

Vicksburg Convention Center Vicksburg, MS

Venue specs:

- 17,000 sq. ft. exhibit hall
- 8,316 sq. ft. in meeting rooms
- 6,111 sq. ft. is largest meeting room
- 240 sq. ft. boardroom
- Two-level venue with exhibit hall on lower level
- Opened in 1997

City specs:

- 22,489 population (2017)
- Located in western Mississippi and right on the Mississippi River
- Located approx. 50 minutes west of Jackson, MS, the capital of Mississippi and largest commercial center to Vicksburg

Hotel info:

- Margaritaville Hotel
- 117 rooms
- Opened in June 2018
- Located one block north of the Vicksburg Convention Center

Comments on benefits of attached hotel and sales opportunities:

- We are presently at 15 events/conventions/meetings that have booked the VCC that would have NEVER given us a glance if it wasn't for the hotel next door that opened last June... (that 15 is steadily growing, Elyce is doing 2 proposals today on events that we have never done proposals for because of the hotel... they are now interested)
- We just last week hosted 5,800 attendees for the State Gymnastics tournament (coming back in 2020)—booked because of close hotel. Estimated \$812,000 estimated spending and \$1.38 mil in economic impact.
- The Vicksburg hotel properties are excited about all the new activity here because of the hotel...they know the hotel only has 117 rooms and all our guests are spread out all over the city. Partnerships are at an all-time HIGH!

Annette Kirklin

Executive Director

Vicksburg Convention Center

Professionally Managed by VenuWorks

3 DAY 2 NIGHT CONFERENCE Economic Impact Model

Developed by Charlie Cowell and Adam Plagge

3 DAY 2 NIGHT CONFERENCE resulted in \$57,269 in total direct expenditures from all attendees. Of the \$57,269, \$56,189 came from non-local visitors to 3 DAY 2 NIGHT CONFERENCE with the average spending per individual of \$312.16. Non-local visitors from out of state account for \$56,189 in direct expenditures with an average spending per individual of \$312.16. When adjusting for non-local payments and vendor fees/revenues 3 DAY 2 NIGHT CONFERENCE injected an estimated \$61,134 into Ottumwa's economy.

Total festival attendance 200 **Total Direct Expenditures** \$57,269
 *Non-Local attendance includes those who are in Ottumwa primarily for 3 DAY 2 NIGHT CONFERENCE. The non-local attendance for those in Ottumwa not primarily for 3 DAY 2 NIGHT CONFERENCE is 0. Thus the all non-local and local attendance equals 200.

| | | | |
|--------------------|-------|-----------------------------|-------|
| Total Non-Local* | 180 | Non-Local, Out of State | 180 |
| Total Local | 20 | Non-Local, In State | 0 |
| Non-Local (%) | 90.0% | Non-Local, Out of State (%) | 90.0% |
| Average Group Size | 1.00 | Average Group Size | 1.00 |

| VISITOR EXPENDITURES Category | NON-LOCAL | | NON-LOCAL, OUT OF STATE | |
|--|-------------------|-----------------|-------------------------|-----------------|
| | Total | Per Individual | Total | Per Individual |
| Purchases from vendors and exhibitors within the festival. | \$0 | \$0.00 | \$0 | \$0.00 |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$11,549 | \$64.16 | \$11,549 | \$64.16 |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$4,500 | \$25.00 | \$4,500 | \$25.00 |
| Hotel lodging and accommodations | \$35,640 | \$198.00 | \$35,640 | \$198.00 |
| 3 DAY 2 NIGHT CONFERENCE related entrance fees. | \$0 | \$0.00 | \$0 | \$0.00 |
| Local transportation (Gas, Public Transit, Etc.) | \$4,500 | \$25.00 | \$4,500 | \$25.00 |
| Other expenses (Casinos, Services, Medical, Ect.) | \$0 | \$0.00 | \$0 | \$0.00 |
| NON-LOCAL EXPENDITURES | \$56,189 | \$312.16 | \$56,189 | \$312.16 |
| NON-LOCAL VENDOR ADJUSTED EXPENDITURES | \$56,189 | | | |
| NET FEES/PAYMENTS FOR EVENT | \$2,450 | | | |
| LESS NON-LOCAL VENDOR REVENUE LEAVING | \$0 | | | |
| LOCAL HOTEL TAX REVENUE | \$2,494.80 | | | |
| TOTAL ADDITIONAL DOLLARS LOCALLY SPENT | \$61,134 | | | |
| Conservative Multiplier Effect | 1.45 | | | |
| Community Impact Estimate (Direct+Indirect+Induced) | \$88,644 | | | |
| Estimated Total # of Room Nights | 360 | | | |
| Average Duration of Visit For Non-locals, in Days. | 1.8 | | | |

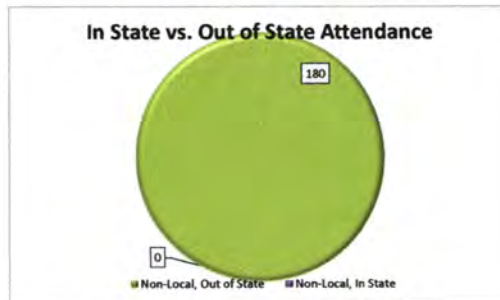
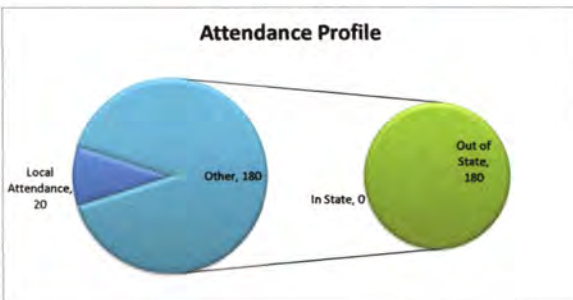
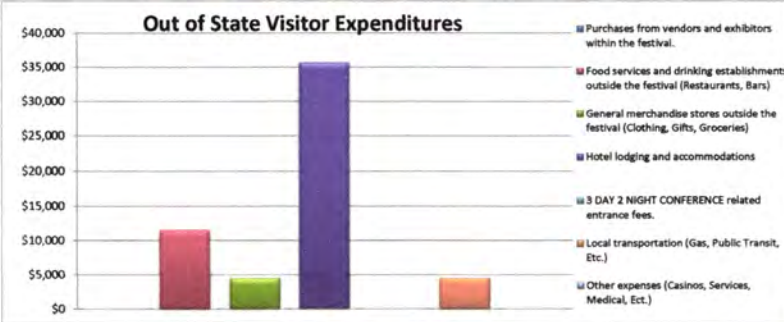
*The results produced by this model represent estimates based on survey data. Nothing reported by the model should be interpreted in any other way than shown. Using the estimates rather than the survey data as the basis for other external analysis or calculations is not recommended.



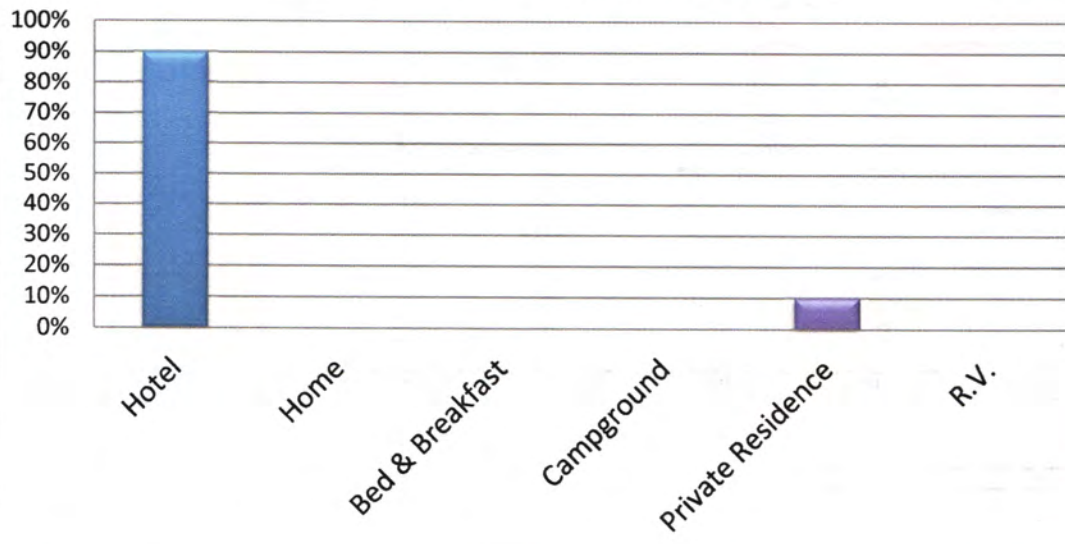
Follow the Ten Quick Steps Below to See HeatMap of Visitor Location

1. Click "Copy ZIP codes"
2. Click Link
3. Select Heat Map
4. Select "Click Here to Paste Your Excel file"
5. Right Click Paste
6. Click Make Map
7. Change Label Dropdown to NONE
8. Change ZIP Dropdown to the First Number that appears
9. Click Next
10. View Map

*Link above may no longer be available; <http://batchgeo.com/> is a good alternative (has a limit for number of zip codes)



Where Visitors Are Staying



Compiled Survey Results and Extrapolated Expenditures from the 3 DAY 2 NIGHT CONFERENCE in the Ottumwa Area

| | |
|--|-------------|
| Total Attendance | 200 |
| Total Direct Expenditures | \$57,268.80 |
| Number of Survey Respondents | 200 |
| Total People Represented in the Survey | 200 |

| ATTENDANCE | Non-Local by In State vs. Out of State | | | |
|---|--|-----------|--------------------------|----------------------|
| | Non-Local Visitors* | Local | Non-Local, Out of State* | Non-Local, In State* |
| Number of Respondent Groups | 180 | 20 | 180 | 0 |
| Number of Respondent Groups Primarily in Ottumwa for the 3 DAY 2 NIGHT CONFERENCE | 180 | | 180 | 0 |
| Average Group Size | 1.00 | 1.00 | 1.00 | #DIV/0! |
| Total Individual Visitors Primarily in Ottumwa for the 3 DAY 2 NIGHT CONFERENCE | 180 | | 180 | #DIV/0! |
| Percent of All Survey Respondents | 90.0% | 10.0% | 90.0% | 0.0% |
| ESTIMATED DISTRIBUTION OF VISITORS TO THE FESTIVAL | 180 | 20 | 180 | 0 |
| ESTIMATED NON-LOCAL VISITORS NOT PRIMARILY FOR THE FESTIVAL | 0 | | | |
| ESTIMATED NUMBER OF VISITING GROUPS | 180 | 20 | 180 | #DIV/0! |

*Non-Local Visitors are only those that are in town primarily for the festival

| SURVEY EXPENDITURES | Non-Local Visitors | | Non-Local, Out of State Visitors | |
|--|---------------------|------------------------|----------------------------------|------------------------|
| | Total | Average Per Individual | Total | Average Per Individual |
| Category | | | | |
| Purchases from vendors and exhibitors within the festival. | \$ - | \$ - | \$ - | \$ - |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$ 11,548.80 | \$ 64.16 | \$ 11,548.80 | \$ 64.16 |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$ 4,500.00 | \$ 25.00 | \$ 4,500.00 | \$ 25.00 |
| Hotel lodging and accommodations | \$ 35,640.00 | \$ 198.00 | \$ 35,640.00 | \$ 198.00 |
| 3 DAY 2 NIGHT CONFERENCE related entrance fees. | \$ - | \$ - | \$ - | \$ - |
| Local transportation (Gas, Public Transit, Etc.) | \$ 4,500.00 | \$ 25.00 | \$ 4,500.00 | \$ 25.00 |
| Other expenses (Casinos, Services, Medical, Ect.) | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 56,188.80 | \$ 312.16 | \$ 56,188.80 | \$ 312.16 |

| TOTAL FESTIVAL EXPENDITURES (EXTRAPOLATED) | Non-Local Visitors | | Non-Local, Out of State Visitors | |
|--|---------------------|------------------------|----------------------------------|------------------------|
| | Total | Average Per Individual | Total | Average Per Individual |
| Category | | | | |
| Purchases from vendors and exhibitors within the festival. | \$ - | \$ - | \$ - | \$ - |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$ 11,548.80 | \$ 64.16 | \$ 11,548.80 | \$ 64.16 |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$ 4,500.00 | \$ 25.00 | \$ 4,500.00 | \$ 25.00 |
| Hotel lodging and accommodations | \$ 35,640.00 | \$ 198.00 | \$ 35,640.00 | \$ 198.00 |
| 3 DAY 2 NIGHT CONFERENCE related entrance fees. | \$ - | \$ - | \$ - | \$ - |
| Local transportation (Gas, Public Transit, Etc.) | \$ 4,500.00 | \$ 25.00 | \$ 4,500.00 | \$ 25.00 |
| Other expenses (Casinos, Services, Medical, Ect.) | \$ - | \$ - | \$ - | \$ - |
| TOTAL EXPENDITURES | \$ 56,188.80 | \$ 312.16 | \$ 56,188.80 | \$ 312.16 |

NON-LOCAL VENDOR EXPENDITURES

| Category | Total |
|--|-------------|
| Purchases from vendors and exhibitors within the festival. | \$ - |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$ - |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$ - |
| Hotel lodging and accommodations | \$ - |
| 3 DAY 2 NIGHT CONFERENCE related entrance fees. | \$ - |
| Local transportation (Gas, Public Transit, Etc.) | \$ - |
| Other expenses (Casinos, Services, Medical, Ect.) | \$ - |
| TOTAL Non-local EXPENDITURES | \$ - |
| TOTAL LOCAL VENDER EXPENDITURES | \$ - |

| TOTAL VENDOR/PERFORMER ADJUSTED FESTIVAL EXPENDITURES | All Non-Local Revenue |
|--|-----------------------|
| Category | |
| Purchases from vendors and exhibitors within the festival. | \$ - |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$ 11,548.80 |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$ 4,500.00 |
| Hotel lodging and accommodations | \$ 35,640.00 |
| 3 DAY 2 NIGHT CONFERENCE related entrance fees. | \$ - |
| Local transportation (Gas, Public Transit, Etc.) | \$ 4,500.00 |
| Other expenses (Casinos, Services, Medical, Ect.) | \$ - |
| TOTAL EXPENDITURES | \$ 56,188.80 |
| Net (+) Fees, (-) Payments | \$ 2,450.00 |
| (-) Vendor revenue leaving after the 3 DAY 2 NIGHT CONFERENCE | \$ - |
| Net Direct Expenditures to the Ottumwa Area | \$ 58,638.80 |

| LOCAL HOTEL TAX REVENUE | SURVEY | EXTRAPOLATED |
|-------------------------|-------------------|-------------------|
| Local Attendees | \$0.00 | \$0.00 |
| Non-Local Attendees | \$2,494.80 | \$2,494.80 |
| Vendors | \$0.00 | \$0.00 |
| Total | \$2,494.80 | \$2,494.80 |

| Entrance Fee Calculation Option | Non-local | Non-local Out of state | Total |
|---------------------------------|-----------|------------------------|-------|
| Internal | \$ - | \$ - | \$ - |
| Survey | \$ - | \$ - | \$ - |

2 DAY 1 NIGHT CONFERENCE Economic Impact Model

Developed by Charlie Cowell and Adam Plage

2 DAY 1 NIGHT CONFERENCE resulted in \$30820 in total direct expenditures from all attendees. Of the \$30820, \$30240 came from non-local visitors to 2 DAY 1 NIGHT CONFERENCE with the average spending per individual of \$168. Non-local visitors from out of state account for \$30240 in direct expenditures with an average spending per individual of \$168. When adjusting for non-local payments and vendor fees/revenues 2 DAY 1 NIGHT CONFERENCE injected an estimated \$32712 into Ottumwa's economy.

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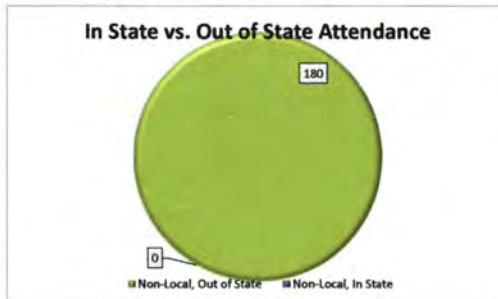
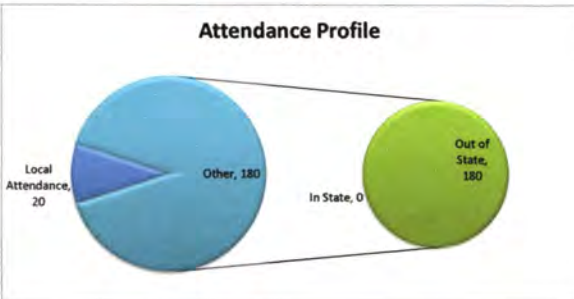
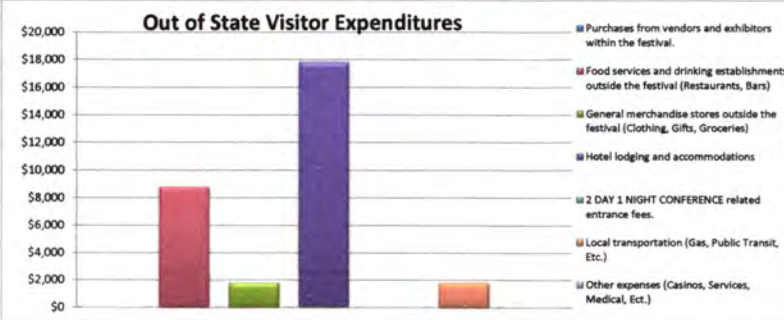
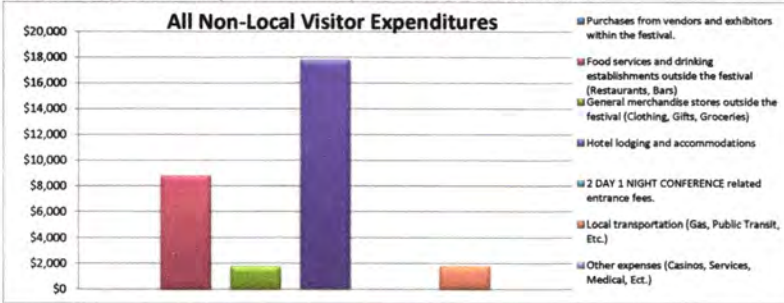
| Total festival attendance | 200 | Total Direct Expenditures | \$30,820 |
|--|-------|-----------------------------|----------|
| *Non-Local attendance includes those who are in Ottumwa primarily for 2 DAY 1 NIGHT CONFERENCE. The non-local attendance for those in Ottumwa not primarily for 2 DAY 1 NIGHT CONFERENCE is 0. Thus the all non-local and local attendance equals 200. | | | |
| Total Non-Local* | 180 | Non-Local, Out of State | 180 |
| Total Local | 20 | Non-Local, In State | 0 |
| Non-Local (%) | 90.0% | Non-Local, Out of State (%) | 90.0% |
| Average Group Size | 1.00 | Average Group Size | 1.00 |

| VISITOR EXPENDITURES Category | NON-LOCAL | | NON-LOCAL, OUT OF STATE | |
|--|-------------------|-----------------|-------------------------|-----------------|
| | Total | Per Individual | Total | Per Individual |
| Purchases from vendors and exhibitors within the festival. | \$0 | \$0.00 | \$0 | \$0.00 |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$8,820 | \$49.00 | \$8,820 | \$49.00 |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$1,800 | \$10.00 | \$1,800 | \$10.00 |
| Hotel lodging and accommodations | \$17,820 | \$99.00 | \$17,820 | \$99.00 |
| 2 DAY 1 NIGHT CONFERENCE related entrance fees. | \$0 | \$0.00 | \$0 | \$0.00 |
| Local transportation (Gas, Public Transit, Etc.) | \$1,800 | \$10.00 | \$1,800 | \$10.00 |
| Other expenses (Casinos, Services, Medical, Ect.) | \$0 | \$0.00 | \$0 | \$0.00 |
| NON-LOCAL EXPENDITURES | \$30,240 | \$168.00 | \$30,240 | \$168.00 |
| NON-LOCAL VENDOR ADJUSTED EXPENDITURES | \$30,240 | | | |
| NET FEES/PAYMENTS FOR EVENT | \$1,225 | | | |
| LESS NON-LOCAL VENDOR REVENUE LEAVING | \$0 | | | |
| LOCAL HOTEL TAX REVENUE | \$1,247.40 | | | |
| TOTAL ADDITIONAL DOLLARS LOCALLY SPENT | \$32,712 | | | |
| Conservative Multiplier Effect | 1.45 | | | |
| Community Impact Estimate (Direct+Indirect+Induced) | \$47,432 | | | |
| Estimated Total # of Room Nights | 180 | | | |
| Average Duration of Visit For Non-locals, in Days. | 0.9 | | | |

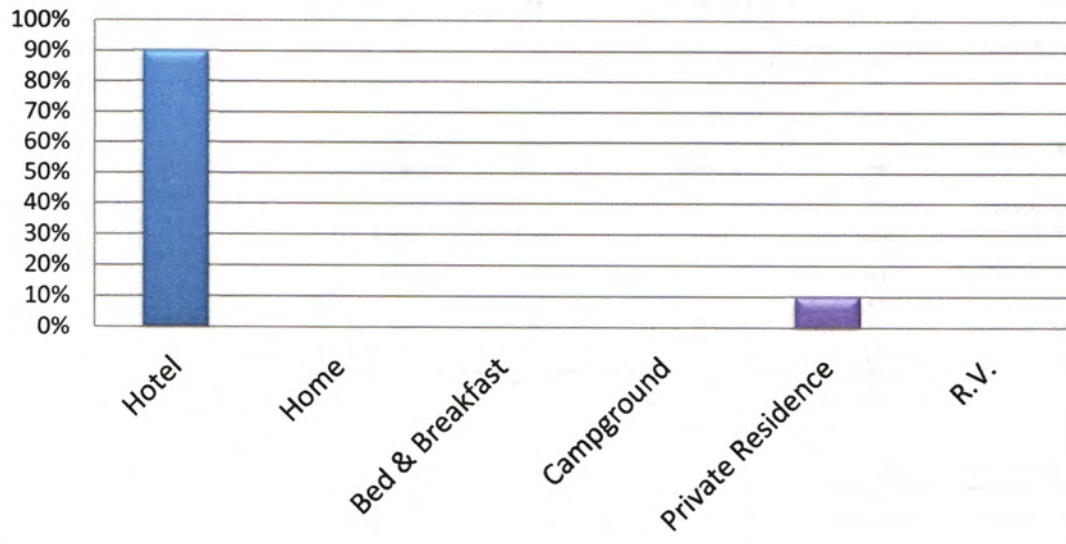
*The results produced by this model represent estimates based on survey data. Nothing reported by the model should be interpreted in any other way than shown. Using the estimates rather than the survey data as the basis for other external analysis or calculations is not recommended.

- Follow the Ten Quick Steps Below to See HeatMap of Visitor Location
1. Click "Copy ZIP codes"
 2. [Click Link](#)
 3. Select Heat Map
 4. Select "Click Here to Paste Your Excel file"
 5. Right Click Paste
 6. Click Make Map
 7. Change Label Dropdown to NONE
 8. Change ZIP Dropdown to the First Number that appears
 9. Click Next
 10. View Map

*Link above may no longer be available; <http://batchgeo.com/> is a good alternative (has a limit for number of zip codes)



Where Visitors Are Staying



Compiled Survey Results and Extrapolated Expenditures from the 2 DAY 1 NIGHT CONFERENCE in the Ottumwa Area

| | |
|--|-------------|
| Total Attendance | 200 |
| Total Direct Expenditures | \$30,820.00 |
| Number of Survey Respondents | 200 |
| Total People Represented in the Survey | 200 |

| ATTENDANCE | Non-Local by In State vs. Out of State | | | |
|---|--|-----------|--------------------------|----------------------|
| | Non-Local Visitors* | Local | Non-Local, Out of State* | Non-Local, In State* |
| Number of Respondent Groups | 180 | 20 | 180 | 0 |
| Number of Respondent Groups Primarily in Ottumwa for the 2 DAY 1 NIGHT CONFERENCE | 180 | | 180 | 0 |
| Average Group Size | 1.00 | 1.00 | 1.00 | #DIV/0! |
| Total Individual Visitors Primarily in Ottumwa for the 2 DAY 1 NIGHT CONFERENCE | 180 | | 180 | #DIV/0! |
| Percent of All Survey Respondents | 90.0% | 10.0% | 90.0% | 0.0% |
| ESTIMATED DISTRIBUTION OF VISITORS TO THE FESTIVAL | 180 | 20 | 180 | 0 |
| ESTIMATED NON-LOCAL VISITORS NOT PRIMARILY FOR THE FESTIVAL | 0 | | | |
| ESTIMATED NUMBER OF VISITING GROUPS | 180 | 20 | 180 | #DIV/0! |

*Non-Local Visitors are only those that are in town primarily for the festival

| SURVEY EXPENDITURES | Non-Local Visitors | | Non-Local, Out of State Visitors | |
|--|---------------------|------------------------|----------------------------------|------------------------|
| | Total | Average Per Individual | Total | Average Per Individual |
| Category | | | | |
| Purchases from vendors and exhibitors within the festival. | \$ - | \$ - | \$ - | \$ - |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$ 8,820.00 | \$ 49.00 | \$ 8,820.00 | \$ 49.00 |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$ 1,800.00 | \$ 10.00 | \$ 1,800.00 | \$ 10.00 |
| Hotel lodging and accommodations | \$ 17,820.00 | \$ 99.00 | \$ 17,820.00 | \$ 99.00 |
| 2 DAY 1 NIGHT CONFERENCE related entrance fees. | \$ - | \$ - | \$ - | \$ - |
| Local transportation (Gas, Public Transit, Etc.) | \$ 1,800.00 | \$ 10.00 | \$ 1,800.00 | \$ 10.00 |
| Other expenses (Casinos, Services, Medical, Ect.) | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 30,240.00 | \$ 168.00 | \$ 30,240.00 | \$ 168.00 |

| TOTAL FESTIVAL EXPENDITURES (EXTRAPOLATED) | Non-Local Visitors | | Non-Local, Out of State Visitors | |
|--|---------------------|------------------------|----------------------------------|------------------------|
| | Total | Average Per Individual | Total | Average Per Individual |
| Category | | | | |
| Purchases from vendors and exhibitors within the festival. | \$ - | \$ - | \$ - | \$ - |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$ 8,820.00 | \$ 49.00 | \$ 8,820.00 | \$ 49.00 |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$ 1,800.00 | \$ 10.00 | \$ 1,800.00 | \$ 10.00 |
| Hotel lodging and accommodations | \$ 17,820.00 | \$ 99.00 | \$ 17,820.00 | \$ 99.00 |
| 2 DAY 1 NIGHT CONFERENCE related entrance fees. | \$ - | \$ - | \$ - | \$ - |
| Local transportation (Gas, Public Transit, Etc.) | \$ 1,800.00 | \$ 10.00 | \$ 1,800.00 | \$ 10.00 |
| Other expenses (Casinos, Services, Medical, Ect.) | \$ - | \$ - | \$ - | \$ - |
| TOTAL EXPENDITURES | \$ 30,240.00 | \$ 168.00 | \$ 30,240.00 | \$ 168.00 |

| NON-LOCAL VENDOR EXPENDITURES | |
|--|-------------|
| Category | Total |
| Purchases from vendors and exhibitors within the festival. | \$ - |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$ - |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$ - |
| Hotel lodging and accommodations | \$ - |
| 2 DAY 1 NIGHT CONFERENCE related entrance fees. | \$ - |
| Local transportation (Gas, Public Transit, Etc.) | \$ - |
| Other expenses (Casinos, Services, Medical, Ect.) | \$ - |
| TOTAL Non-local EXPENDITURES | \$ - |
| TOTAL LOCAL VENDER EXPENDITURES | \$ - |

| TOTAL VENDOR/PERFORMER ADJUSTED FESTIVAL EXPENDITURES | | All Non-Local Revenue |
|--|---------------------|-----------------------|
| Category | | |
| Purchases from vendors and exhibitors within the festival. | \$ - | |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$ 8,820.00 | |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$ 1,800.00 | |
| Hotel lodging and accommodations | \$ 17,820.00 | |
| 2 DAY 1 NIGHT CONFERENCE related entrance fees. | \$ - | |
| Local transportation (Gas, Public Transit, Etc.) | \$ 1,800.00 | |
| Other expenses (Casinos, Services, Medical, Ect.) | \$ - | |
| TOTAL EXPENDITURES | \$ 30,240.00 | |
| Net (+) Fees, (-) Payments | \$ 1,225.00 | |
| (-) Vendor revenue leaving after the 2 DAY 1 NIGHT CONFERENCE | \$ - | |
| Net Direct Expenditures to the Ottumwa Area | \$ 31,465.00 | |

| LOCAL HOTEL TAX REVENUE | SURVEY | EXTRAPOLATED |
|-------------------------|-------------------|-------------------|
| Local Attendees | \$0.00 | \$0.00 |
| Non-Local Attendees | \$1,247.40 | \$1,247.40 |
| Vendors | \$0.00 | \$0.00 |
| Total | \$1,247.40 | \$1,247.40 |

| Entrance Fee Calculation Option | Non-local | Non-local Out of state | Total |
|---------------------------------|-----------|------------------------|-------|
| Internal | \$ - | \$ - | \$ - |
| Survey | \$ - | \$ - | \$ - |

WEDDING Economic Impact Model

Developed by Charlie Cowell and Adam Plagge
For right of use please contact the Iowa City CVB 319-337-6592

WEDDING resulted in \$19598 in total direct expenditures from all attendees. Of the \$19598, \$16474 came from non-local visitors to WEDDING with the average spending per individual of \$164.74. Non-local visitors from out of state account for \$16474 in direct expenditures with an average spending per individual of \$164.74. When adjusting for non-local payments and vendor fees/revenues WEDDING injected an estimated \$17984 into Ottumwa's economy.

Total festival attendance 200 Total Direct Expenditures \$19,598

*Non-Local attendance includes those who are in Ottumwa primarily for WEDDING. The non-local attendance for those in Ottumwa not primarily for WEDDING is 0. Thus the all non-local and local attendance equals 200.

| | | | |
|--------------------|-------|-----------------------------|-------|
| Total Non-Local* | 100 | Non-Local, Out of State | 100 |
| Total Local | 100 | Non-Local, In State | 0 |
| Non-Local (%) | 50.0% | Non-Local, Out of State (%) | 50.0% |
| Average Group Size | 1.00 | Average Group Size | 1.00 |

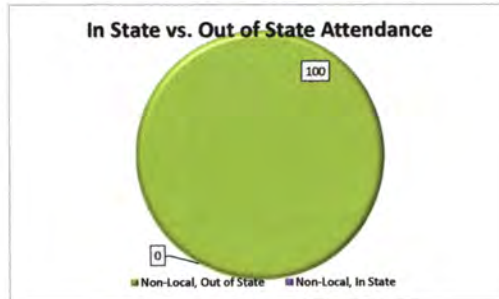
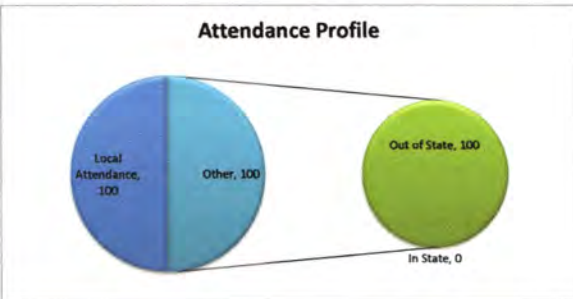
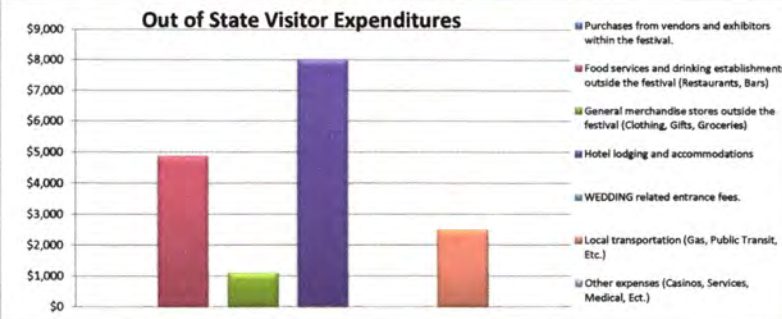
| VISITOR EXPENDITURES Category | NON-LOCAL | | NON-LOCAL, OUT OF STATE | |
|--|-----------------|-----------------|-------------------------|-----------------|
| | Total | Per Individual | Total | Per Individual |
| Purchases from vendors and exhibitors within the festival. | \$0 | \$0.00 | \$0 | \$0.00 |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$4,874 | \$48.74 | \$4,874 | \$48.74 |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$1,100 | \$11.00 | \$1,100 | \$11.00 |
| Hotel lodging and accommodations | \$8,000 | \$80.00 | \$8,000 | \$80.00 |
| WEDDING related entrance fees. | \$0 | \$0.00 | \$0 | \$0.00 |
| Local transportation (Gas, Public Transit, Etc.) | \$2,500 | \$25.00 | \$2,500 | \$25.00 |
| Other expenses (Casinos, Services, Medical, Ect.) | \$0 | \$0.00 | \$0 | \$0.00 |
| NON-LOCAL EXPENDITURES | \$16,474 | \$164.74 | \$16,474 | \$164.74 |
| NON-LOCAL VENDOR ADJUSTED EXPENDITURES | \$16,474 | | | |
| NET FEES/PAYMENTS FOR EVENT | \$950 | | | |
| LESS NON-LOCAL VENDOR REVENUE LEAVING | \$0 | | | |
| LOCAL HOTEL TAX REVENUE | \$560.00 | | | |
| TOTAL ADDITIONAL DOLLARS LOCALLY SPENT | \$17,984 | | | |
| Conservative Multiplier Effect | 1.45 | | | |
| Community Impact Estimate (Direct+Indirect+Induced) | \$26,077 | | | |
| Estimated Total # of Room Nights | 100 | | | |
| Average Duration of Visit For Non-locals, in Days. | 0.5 | | | |

*The results produced by this model represent estimates based on survey data. Nothing reported by the model should be interpreted in any other way than shown. Using the estimates rather than the survey data as the basis for other external analysis or calculations is not recommended.

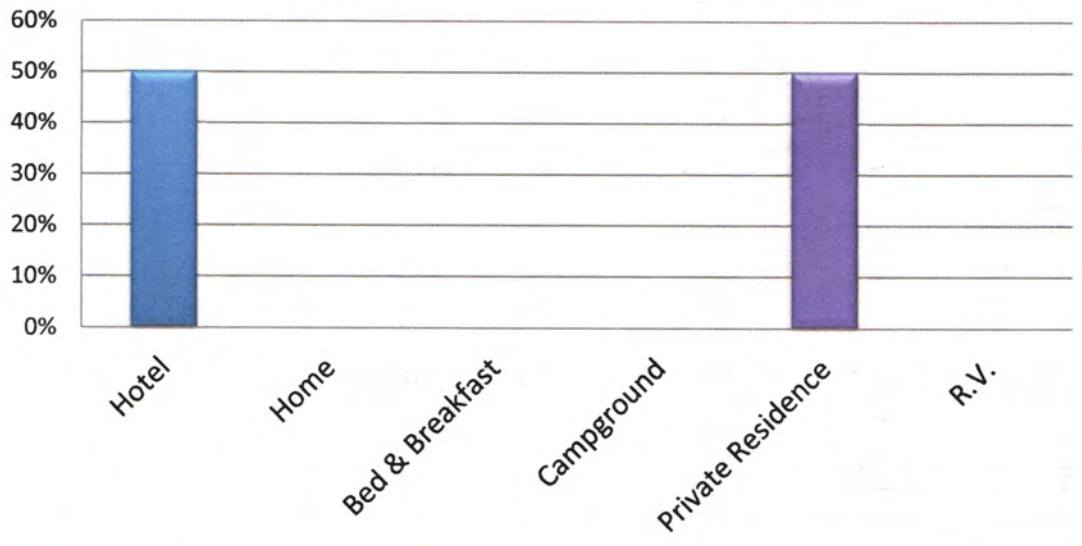


- Follow the Ten Quick Steps Below to See HeatMap of Visitor Location
1. Click "Copy ZIP codes"
 2. [Click Link](#)
 3. Select Heat Map
 4. Select "Click Here to Paste Your Excel file"
 5. Right Click Paste
 6. Click Make Map
 7. Change Label Dropdown to NONE
 8. Change ZIP Dropdown to the First Number that appears
 9. Click Next
 10. View Map

*Link above may no longer be available; <http://batchgeo.com/> is a good alternative (has a limit for number of zip codes)



Where Visitors Are Staying



Compiled Survey Results and Extrapolated Expenditures from the WEDDING in the Ottumwa Area

| | |
|--|-------------|
| Total Attendance | 200 |
| Total Direct Expenditures | \$19,598.00 |
| Number of Survey Respondents | 200 |
| Total People Represented in the Survey | 200 |

| ATTENDANCE | Non-Local by In State vs. Out of State | | | |
|--|--|------------|--------------------------|----------------------|
| | Non-Local Visitors* | Local | Non-Local, Out of State* | Non-Local, In State* |
| Number of Respondent Groups | 100 | 100 | 100 | 0 |
| Number of Respondent Groups Primarily in Ottumwa for the WEDDING | 100 | | 100 | 0 |
| Average Group Size | 1.00 | 1.00 | 1.00 | #DIV/0! |
| Total Individual Visitors Primarily in Ottumwa for the WEDDING | 100 | | 100 | #DIV/0! |
| Percent of All Survey Respondents | 50.0% | 50.0% | 50.0% | 0.0% |
| ESTIMATED DISTRIBUTION OF VISITORS TO THE FESTIVAL | 100 | 100 | 100 | 0 |
| ESTIMATED NON-LOCAL VISITORS NOT PRIMARILY FOR THE FESTIVAL | 0 | | | |
| ESTIMATED NUMBER OF VISITING GROUPS | 100 | 100 | 100 | #DIV/0! |

*Non-Local Visitors are only those that are in town primarily for the festival

| SURVEY EXPENDITURES | Non-Local Visitors | | Non-Local, Out of State Visitors | |
|--|---------------------|------------------------|----------------------------------|------------------------|
| | Total | Average Per Individual | Total | Average Per Individual |
| Category | | | | |
| Purchases from vendors and exhibitors within the festival. | \$ - | \$ - | \$ - | \$ - |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$ 4,874.00 | \$ 48.74 | \$ 4,874.00 | \$ 48.74 |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$ 1,100.00 | \$ 11.00 | \$ 1,100.00 | \$ 11.00 |
| Hotel lodging and accommodations | \$ 8,000.00 | \$ 80.00 | \$ 8,000.00 | \$ 80.00 |
| WEDDING related entrance fees. | \$ - | \$ - | \$ - | \$ - |
| Local transportation (Gas, Public Transit, Etc.) | \$ 2,500.00 | \$ 25.00 | \$ 2,500.00 | \$ 25.00 |
| Other expenses (Casinos, Services, Medical, Ect.) | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 16,474.00 | \$ 164.74 | \$ 16,474.00 | \$ 164.74 |

| TOTAL FESTIVAL EXPENDITURES (EXTRAPOLATED) | Non-Local Visitors | | Non-Local, Out of State Visitors | |
|--|---------------------|------------------------|----------------------------------|------------------------|
| | Total | Average Per Individual | Total | Average Per Individual |
| Category | | | | |
| Purchases from vendors and exhibitors within the festival. | \$ - | \$ - | \$ - | \$ - |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$ 4,874.00 | \$ 48.74 | \$ 4,874.00 | \$ 48.74 |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$ 1,100.00 | \$ 11.00 | \$ 1,100.00 | \$ 11.00 |
| Hotel lodging and accommodations | \$ 8,000.00 | \$ 80.00 | \$ 8,000.00 | \$ 80.00 |
| WEDDING related entrance fees. | \$ - | \$ - | \$ - | \$ - |
| Local transportation (Gas, Public Transit, Etc.) | \$ 2,500.00 | \$ 25.00 | \$ 2,500.00 | \$ 25.00 |
| Other expenses (Casinos, Services, Medical, Ect.) | \$ - | \$ - | \$ - | \$ - |
| TOTAL EXPENDITURES | \$ 16,474.00 | \$ 164.74 | \$ 16,474.00 | \$ 164.74 |

| NON-LOCAL VENDOR EXPENDITURES | |
|--|-------------|
| Category | Total |
| Purchases from vendors and exhibitors within the festival. | \$ - |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$ - |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$ - |
| Hotel lodging and accommodations | \$ - |
| WEDDING related entrance fees. | \$ - |
| Local transportation (Gas, Public Transit, Etc.) | \$ - |
| Other expenses (Casinos, Services, Medical, Ect.) | \$ - |
| TOTAL Non-local EXPENDITURES | \$ - |
| TOTAL LOCAL VENDER EXPENDITURES | \$ - |

| TOTAL VENDOR/PERFORMER ADJUSTED FESTIVAL EXPENDITURES | All Non-Local Revenue |
|--|-----------------------|
| Category | |
| Purchases from vendors and exhibitors within the festival. | \$ - |
| Food services and drinking establishments outside the festival (Restaurants, Bars) | \$ 4,874.00 |
| General merchandise stores outside the festival (Clothing, Gifts, Groceries) | \$ 1,100.00 |
| Hotel lodging and accommodations | \$ 8,000.00 |
| WEDDING related entrance fees. | \$ - |
| Local transportation (Gas, Public Transit, Etc.) | \$ 2,500.00 |
| Other expenses (Casinos, Services, Medical, Ect.) | \$ - |
| TOTAL EXPENDITURES | \$ 16,474.00 |
| Net (+) Fees, (-) Payments | \$ 950.00 |
| (-) Vendor revenue leaving after the WEDDING | \$ - |
| Net Direct Expenditures to the Ottumwa Area | \$ 17,424.00 |

| LOCAL HOTEL TAX REVENUE | SURVEY | EXTRAPOLATED |
|-------------------------|-----------------|-----------------|
| Local Attendees | \$0.00 | \$0.00 |
| Non-Local Attendees | \$560.00 | \$560.00 |
| Vendors | \$0.00 | \$0.00 |
| Total | \$560.00 | \$560.00 |

| Entrance Fee Calculation Option | Non-local | Non-local Out of state | Total |
|---------------------------------|-----------|------------------------|-------|
| Internal | \$ - | \$ - | \$ - |
| Survey | \$ - | \$ - | \$ - |

BVC PROPOSED HOTEL SALES PLAN

1

ORGANIZATION

Sales task force to be made up of one representative from CVB, BVC, Chris-Bro and City of Ottumwa. Task force will have weekly meetings to determine action items for following week.

2

TASK FORCE MISSION

Guiding principle of this task force will be proactive rather than reactive. Generate leads rather than wait to respond to RFP's. Focus will be on two segments: conventions and weddings.

3

CRM UTILIZATION

Utilize CRM system (already utilized by CVB) and research to identify leads and develop a 3-part priority tier system of leads so efforts of task force are being maximized. To determine criteria for placing leads in categories A, B and C, look at past conventions at BVC and similar venues and determine commonalities. For instance, factors such as proximity to Ottumwa, propensity to hold conventions out of major markets and host hotel requirements.

4

WEEKLY LEADS

Require each member of the task force to come up with a specified number of leads per week. The leads will then be prioritized and acted upon as agreed by the task force.

5

SALES CYCLE

Determine sales cycle timeline - strategy of pursuing business from lead identification to contract signing to include:

- Initial contact with planner
- Delivery of collateral/presentation materials.
- Follow-up timelines
- In-office presentation
- Site visits

6

SALES MATERIALS

Development of sales materials would include:

- Digital sales kit
- Dedicated social media pages for both conferences and weddings to feature Instagram and Facebook posts of testimonials.
- Website revisions
- One sheets
- YouTube videos
- Sales presentation Power Points
- Proactive RFP

7

DIGITAL ADVERTISING

Contribution of joint budget from 4 partners and determination of digital and print marketing mix. Estimated Contribution \$10,000 (\$2500 per partner per fiscal year).

8

COMMUNITY

The task force will work together formalize community activities and selling points to enhance Ottumwa as a destination for meeting planners. The task force will work with providers to secure group rates for:

- Group organized tours
- Room blocks
- Sponsored outings (Beach/Disc Golf)
- Off-site venues
- Dine arounds

9

TRIP ORGANIZATION

Organize FAM trips and press trips.

2019 MAR 26 PM 2:28
CITY OF OTTUMWA
STAFF SUMMARY

Council Meeting of: April 2, 2019

ITEM NO. _____

Joni Keith
Prepared By

Andy Morris
Department Head

Administration
Department

AGENDA TITLE: Adopt the Disposal of Surplus City Property Policy #69 effective April 2, 2019 by the passage of Resolution #61-2019.

PURPOSE: Adopt the Surplus City Property Disposal Policy #69 effective April 2, 2019.

RECOMMENDATION: Pass and adopt Resolution #61-2019, which adopts the Surplus City Property Disposal Policy.

DISCUSSION: The City is putting into writing its longstanding policy dealing with the disposal of surplus city property. This Policy #69 defines surplus property and allows the property to be sold at public auction or through GovDeals, which is an online auction service provided by the State of Iowa for city, county and state governments or agencies. The City has utilized GovDeals since 2012. The City may, at its discretion, set minimum thresholds for bids on certain items. If the items is not sold at auction, the property will either be sold as scrap, deposited as refuse or donated to a not-for-profit entity all as recommended by the City Administrator or designee. This policy standardizes the disposal of surplus property within the City government. Attached is a copy of the proposed Policy.

RESOLUTION No. 61-2019

**A RESOLUTION APPROVING AND ADOPTING
CITY POLICY #69-2019 ESTABLISHING
A SURPLUS CITY PROPERTY DISPOSAL POLICY**

WHEREAS, the City needed to memorialize its unwritten s policy for disposing of surplus City Property; and

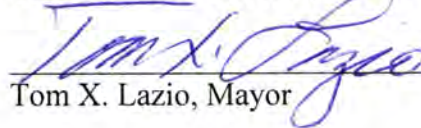
WHEREAS, the City has developed its policy defining surplus property and the method for disposal of surplus property in all City Departments.

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

That Policy #69-2019 is adopted by the City Council and the Mayor is hereby authorized to sign Policy #69-2019 related to the disposal of surplus City property.

Approved, Passed and Adopted this 2nd day of April, 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



POLICY #69 - 2019

CITY POLICY REGARDING THE DISPOSAL OF SURPLUS CITY PROPERTY

This policy is implemented to ensure the proper and legal method to sell or dispose of city surplus property. This eliminates potential conflicts of interest or any appearance of impropriety by City employees, staff or board and council members.

City surplus property means items of personal property, such as equipment and supplies, for which the City no longer has a business use, but that have some reuse value. Personal property means anything of value belonging to the city, other than real property, under the control of the City Administrator or designee. Tangible personal property that becomes part of realty is not personal property. City surplus does not mean personal property that a City department uses as a trade-in or that is transferred from one city department to another city department; or another state, city or county agency when the receiving agency has a business use for the property. Scrap means personal property, such as equipment and supplies, which is to be disposed of because it does not have sufficient value to justify preparing it for reuse or reprocessing. Scrap may be recycled or sold.

The City Administrator, or designee, shall dispose of all personal property of the city under the City's control when the personal property becomes unnecessary or unfit for further use by the city. This rule establishes the procedures for inspecting, selecting and removing surplus city property.

City Department Heads will notify the City Administrator or designee regarding any City surplus property that becomes unnecessary or unfit for further use by the City. The City Administrator or designee may dispose of unfit or unnecessary personal property by auction or other method of sale, trade-in, salvage, recycling, donation or transfer, or may properly and safely dispose of it by other means.

Items originally purchased with grant funds may be required to be returned to the granting agency or direction obtained from the granting agency for disposal.

The City Administrator or designee may sell surplus property by local public auction when it is determined this is the most cost-effective method of disposal.

In the event, local public auction is not determined as the most effective way to dispose of surplus property, the City Administrator will designate the item be sold on GovDeals, which is an online auction service for city, county and state governments or agencies. Specifically, GovDeals is designed to enable public entities and their agencies the ability to sell surplus and confiscated vehicles, assets, property and equipment over the Internet. GovDeals is the current State contracted vendor for this service. Upon a change in the State's contracted vendor, the City will sell its surplus property through the State's designated vendor. City employees are eligible like other members of the public to bid on items once they are posted at public auction or the online auction, so long as they do NOT bid while on duty and do not use city resources to do so.

If the personal property has been listed twice on the GovDeals auction site and did not sell, the item may be donated to a not-for-profit entity for disposal, or sold for scrap or recycling or deposited as refuse, all as recommended by the City Administrator or designee.

2019 APR 25
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Apr 2, 2019

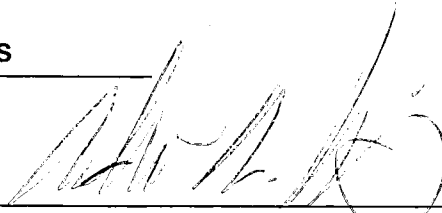
Health & Inspections
Department

Jody Gates

Prepared By

Kevin C Flanagan 

Department Head


City Administrator Approval

AGENDA TITLE: Ordinance No. 3153 - 2019, an ordinance amending the Chapter 31 1/2, Solid Waste, of the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) by repealing Section 31 1/2 - 35 in its entirety and enacting a substitute in lieu thereof.

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 the first consideration of Ordinance No. - 2019

Waive the second and third consideration of Ordinance No. - 2019 and pass and adopt Ordinance No. - 2019

DISCUSSION: This ordinance increases the residential trash collection rate from \$16.90 per month to \$17.20 effective July 1, 2019 through June 30, 2021. This rate increase is built into the collection contract and occurs once every two years. Customers qualifying for the SIEDA energy assistance program will have their monthly bills reduced by \$2.00 and pay \$15.20. No other fee changes are made as part of this ordinance.

Source of Funds: 001-290-4581

Budgeted Item:

Budget Amendment Needed:

ORDINANCE NO. 3153 - 2019

AN ORDINANCE AMENDING CHAPTER 31 ½, SOLID WASTE, OF THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY REPEALING SECTION 31 ½ – 35 IN ITS ENTIRETY AND ENACTING A SUBSTITUE IN LIEU THEREOF.

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

SECTION ONE: The Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) is hereby amended by repealing Section 31 ½ - 35 in its entirety and adopting the following in lieu thereof:

Section 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 2 – 32 gallon bags, provided by the customer, for walk up customers, one bulky item and recyclables in the provided bin for the following rates:

| | |
|------------------------------------|----------------------------|
| Through June 30, 2019 | \$16.90 per unit per month |
| July 1, 2019 through June 30, 2021 | \$17.20 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 bags will be \$1.00 each.
- (2.) Residents qualifying for Southern Iowa Economic Development Association (S.I.E.D.A.) Energy Assistance Program are allowed to pay a reduced rate of \$2.00 per month lower than the rates listed above (e.g. \$15.20).
- (b) The Ottumwa Water and Hydro shall collect noncommercial establishment solid waste fees, as established in Section 31 ½ - 35 of the City Code, 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: All ordinances or parts of ordinances or provisions in the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) in conflict herewith are hereby repealed.

SECTION THREE: This ordinance shall be in full force and effect from and after its passage, adoption, and approval and publication as required by law.

SECTION FOUR: When this ordinance is in effect, it shall automatically supplement, amend and become a part of said Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) without further resolution of the City Council.


Passed on its first consideration on the 2nd day of April, 2019.

Passed on its second consideration on the ___ day of _____, 2019.

Requirement of consideration and vote at two prior council meetings suspended on the ___ day of _____, 2019.

Final passage and adoption on the 2nd day of April, 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

___ No action taken by Mayor.

___ Vetoed this ___ day of _____, 2019.

Tom X. Lazio, Mayor

___ Repassed and adopted over the veto this ___ day of _____, 2019.

___ Veto affirmed this ___ day of _____, 2019 by failure of vote taken to repass.

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

ATTEST:


Christina Reinhard, City Clerk

