

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 30
Room 108, City Hall

October 6, 2020
4:00 O'Clock P.M.

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

1. Q&A with final three firms who submitted proposals for the RFP for legal services for the City of Ottumwa, Iowa.

RECOMMENDATION: Award RFP for legal services pending City Council's interview results.

Recess – Council will reconvene in Council Chambers for the remaining portion of regular session proceedings.

REGULAR MEETING NO. 30
Council Chambers, City Hall

October 6, 2020
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through October 18, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on October 18, 2020: mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following requirements: social distancing: the gathering organizer must ensure at least six feet of physical distance between each group or individual attending alone and implement reasonable measures under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 28 on September 15, 2020 and Special Meeting No. 29 on September 29, 2020 as presented.
2. Acknowledge July financial statement and payment of bills as submitted by the Finance Department.
3. Canvasser/Solicitor application for the Workingman's Christmas Party to solicit donations within City limits from November 1 to December 31, 2020.
4. Civil Service Commission Eligibility Lists for September 23, 2020: Clerk – Health Department, Entrance and Promotional.
5. Authorization to change cell phone service from Verizon Wireless to AT&T Firstnet.
6. Approve the replacement of a Vaughan Chopper Pump from Allied Systems, Inc. out of Omaha, NE for the quoted price of \$9,885, for the WPCF.
7. Resolution No. 197-2020, setting October 20, 2020 as the date of a public hearing on the proposal to vacate and dispose of City owned real property known as Parcel A, a portion of Wildwood Park, located on West Finley Ave (216 Wildwood).
8. Resolution No. 198-2020, setting October 20, 2020 as the date of a public hearing on the proposal to vacate and dispose of City owned real property known as Parcel B, a portion of Wildwood Park, located on West Finley Ave (218 Wildwood).

9. Resolution No. 199-2020, setting October 20, 2020 as the date of a public hearing on the proposal to vacate and dispose of City owned real property known as Parcel C, a portion of Wildwood Park, located on 1725 West Finley.
10. Resolution No. 214-2020, setting October 20, 2020 as the date of the a public hearing on the proposal to vacate and dispose of a City alley lying between and adjoining lots 18, 19 and 20 in Highland Park, an addition to the City of Ottumwa, Wapello County, Iowa, and rescinding Resolution No. 195-2020.
11. Resolution No. 215 -2020, authorizing destruction of certain records according to the Code of Iowa, 2017, as amended.
12. Resolution No. 216-2020, setting October 20, 2020 as the date of a public hearing on the disposition of City owned property located in the 500 block of South Ward Street (517 South Ward Street).
13. Resolution No. 219-2020, approving the contract, bond and certificate of insurance for the 2020 WPCF Concrete Repairs Project.
14. Beer and/or liquor applications for: Mizu Hibachi & Sushi, 1111 Quincy Ave., #111; Warehouse Barbeque, 2818 N. Court; Alpine Inn, 1804 Albia Rd. with outdoor service area; Mimi's Taqueria, 707 Church St., with outdoor service area; Potros Garcia, 2804 N. Court; Club 888, 123 W. Third St.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Request for further direction related to RFP for curbside collection of noncommercial trash, recyclables, bulky items and yard waste within the City of Ottumwa, Iowa.
2. Council retreat update.

All items on this agenda are subject to discussion and/or action.

E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:

(When called upon by the Mayor, step to the microphone; state their name, address and agenda item to be addressed. The Mayor will invite you to address the Council when that topic is being discussed. Remarks will be limited to **three minutes or less**. The City Clerk shall keep the time and notify the Mayor when the allotted time limit has been reached. Comments are to be directly germane to the agenda item being discussed; if not directly germane as determined by the Mayor will be ruled out of order.)

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Bid report to reject bid received for Contractual Janitorial Services for the Ottumwa/Wapello County Law Enforcement Center.

RECOMMENDATION: Reject bid received for Contractual Janitorial Services for the Ottumwa/Wapello County Law Enforcement Center.

G. PUBLIC HEARING:

H. RESOLUTIONS:

1. Resolution No. 213-2020, waiving temporary use of sidewalk and sidewalk café permit requirements for certain businesses on Main Street during the Streetscape ribbon cutting and scoop the loop event to be held on October 29, 2020.

RECOMMENDATION: Pass and adopt Resolution No. 213-2020.

2. Resolution No. 218-2020, establishing building permit fees for mobile homes in mobile home parks in the City of Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 218-2020.

3. Resolution No. 220-2020, approving Change Order No. 9 in the amount of \$12,800 for the Main Street (Downtown Streetscape) Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 220-2020.

4. Resolution No. 221-2020, approving Change Order No. 2 in the amount of \$21,037.50 for the CSO Blake's Branch, Phase 8 Division 1 Project.

RECOMMENDATION: Pass and adopt Resolution No. 221-2020.

5. Resolution No. 222-2020, approving Change Order No. 1 and accepting the work as final and complete for the 2020 Street Crack Repair Program

RECOMMENDATION: Pass and adopt Resolution No. 222-2020.

6. Resolution No. 223-2020, approving Change Order No. 2 in the amount of \$3,500 for the WPCF Rebid Final Clarifier Select Painting Project.

RECOMMENDATION: Pass and adopt Resolution No. 223-2020.

7. Resolution No. 224-2020, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the WPCF Gatewell Conversion Project.

RECOMMENDATION: Pass and adopt Resolution No. 224-2020.

8. Resolution No. 225-2020, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the East Alta Vista Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 225-2020.

I. ORDINANCES:

1. Ordinance No. 3175-2020, amending the Zoning Ordinance No. 3088-2015 of the City of Ottumwa, Iowa, and as set forth in Chapter 38 of the Municipal Code by repealing and replacing Sections 38-700 through 38-735 to bring zoning regulations into compliance with the National Flood Insurance Program.

RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3175-2020.
B. Waive the second and third considerations, pass and adopt Ordinance No. 3175-2020.

J. PUBLIC FORUM:

The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting time, as determined by the Mayor, will be ruled out of order. When called upon by the Mayor, step to the microphone; give your name, address and topic on which to address the Council. The Council is not likely to take any action

on your comments due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department, city administrator or legal counsel for response, if relevant.

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 10/2/2020 TIME: 10:15 AM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

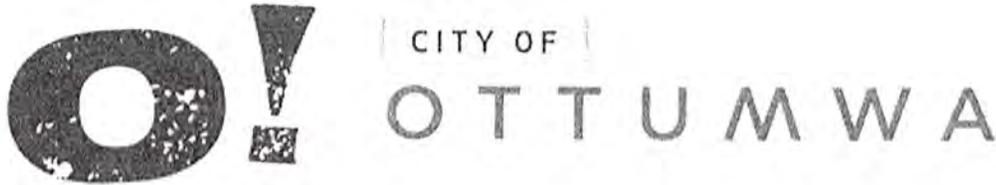
MEMO: Tentative Agenda for the Regular City Council Meeting #30 to be held on 10/6/2020 **Please Note – Effective June 1, 2020, mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions set forth in the State Public Health Disaster Emergency. We must limit the number of participants present within the indoor venue by 50% of normal capacity and ensure at least six feet of physical distance between each group or individual attending the event are followed.

*** FAX MULTI TX REPORT ***

JOB NO. 2513
DEPT. ID 4717
PGS. 5

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ERROR 96847834
916416828482

KTVO
Ottumwa Courier
Tom FM



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CITY OF OTTUMWA, IOWA

**REQUEST FOR PROPOSALS
FOR THE PURPOSE OF:**

GENERAL LEGAL SERVICES

Issue Date: August 05, 2020

Submissions due:

Friday September 04, 2020 at 11:00 AM CST

To the following:

City of Ottumwa
Attn: City Clerk
105 East Third Street
Ottumwa, IA 52501

I. STATEMENT OF PURPOSE

The City of Ottumwa (the "City") invites attorneys and/or law firms qualified to practice law in the state of Iowa, to submit a proposal to provide general legal services for the City. Proposals are due to the office of the City Clerk by 11:00 AM CST on Friday, September 04, 2020. The City seeks services encompassing the traditional scope of work including legal counsel, opinions, prosecution, consultation, coordination with special counsel and attendance at a variety of meetings including City Council and other various committees and/or boards as requested.

Minimum Qualifications:

- (A) Each attorney in the proposed team must possess a Juris Doctorate degree and have graduated from a law school accredited by the American Bar Association;
- (B) All assigned attorneys must be licensed in good standing to practice law in the state of Iowa;
- (C) The successful individual/firm will have a thorough knowledge of modern principles and practices of law; will have the ability to analyze complex issues and present findings in an orderly manner. Must exercise good judgment. Ability to manage/process the City's business in a timely fashion often with short turnaround times.

II. Introduction and Background

The City of Ottumwa, population 25,023, is a municipal corporation governed by a mayor-council form of government, with a mayor and five city council members. The elected officials employ a City Administrator to carry out their policies and oversee the daily operations of the City. The departments of the City include the following, with employment levels of approximately 170 full-time and 20 part-time employees:

- Administration
- Cemetery
- City Clerk
- Engineering
- Finance
- Health and Inspections
- Human Resources
- Fire
- Police
- Parks and Recreation
- Planning and Development
- Public Works
- Water Pollution Control

The City currently receives legal services from a number of outside firms. Specialized legal work including employment and collective bargaining, economic development and urban renewal, and debt issuance are currently performed by other firms and are not included in the scope of work, but are negotiable as additional services to capable firms. The City's liability insurance carrier (Iowa Communities Assurance Pool) and Workers' Compensation insurance provider (Iowa Municipal Workers Compensation Association) assign legal counsel for specific claims.

III. Scope of Work

The City is seeking an attorney to perform general legal work for all departments of the City. The quantity of work may vary based upon the time of the month and year due to meeting and project schedules; however, on average the billable hours have been estimated at fifteen hundred (1,500) per year for general legal and prosecution services. With the selection of a qualified firm, we anticipate a reduction in the estimated billable hours. The city administrator manages the legal services for the City; retaining the core responsibility for legal functions, coordination of these services and the legal budget. The areas for which the City seeks possible legal services require the Proposer to have expertise/experience in, but not limited to:

- Broad knowledge of municipal law and government operations.
- Contract negotiations, drafting and/or review.
- Procurement of goods and services.
- Construction contracts and claims.
- Real estate transactions.
- Government grant and contract issues.
- Parliamentary procedure and open meeting laws
- Other legal services, including providing oral and written legal opinions, as needed

The attorney will also be required to attend or be readily accessible during City Council meetings every first and third Tuesday of the month and for special City Council meetings and work sessions as requested by the Mayor or City Administrator. Additionally, the city attorney shall provide the following services¹:

- (A) Advise and assist in the preparation of ordinances, orders, resolutions and regulations.
- (B) Prepare and pass on the legality and correctness and form of contracts, bonds and other legal instruments and documents.
- (C) Advise the city council and all department heads and other administrative officials as to the legality of any proposed action.
- (D) Be responsible for all prosecutions under this Code or other ordinances of the city.
- (E) Represent the city as attorney in all legal proceedings in which the city is a party before any court or any judicial administrative or other body, including legal proceedings in which the city has retained special counsel to assist in the representation of the city.
- (F) Settle or compromise claims for suits at law or in equity in which the city may be a party, either by judgement entry or otherwise, subject to such procedures as the city council may establish.
- (G) Preserve in its office copies of all written opinions given by the office.
- (H) Perform such other duties as may be required by state law or by the city council.

¹ Section 2-199 Code of Ordinances of the City of Ottumwa, Iowa

- (I) Have a member of said office in attendance at all meetings of the city council, except when excused.
- (J) Recommend to the city council when it is advisable to hire special counsel to represent or assist in the representation of the city in legal proceedings or in the preparation of legal documents or performing other legal services required of the office.

The above description of legal services to be provided is illustrative and comprehensive, but is not intended to be all-inclusive or to limit the potential extent of services to be provided. The City recognizes that conflicts of interest may occur with existing clients. All conflicts must be disclosed to the City Administrator to allow the City to make the best determination for representation on a specific issue.

Timeliness of response and accessibility to assigned counsel is an important aspect of this service. Accessibility includes the ability to be reached promptly by telephone, cell phone or e-mail and to be available to attend meetings in person on short notice. When the City requests legal services, counsel should be able to provide an estimate of the time to complete the work and keep the City apprised of any delays or special considerations. Conference room space could be available at City Hall as needed for efficiency of meetings between the attorney and staff.

Bills are to be submitted monthly and should be in a format which provides sufficient detail about the work being performed. Work on behalf of the City should provide enough detail to allow for City staff to appropriately charge time billed to the appropriate fund.

IV. Timeline and Submittal Information

The City has set the following timeline and process for this Request for Proposal

- | | |
|--------------------------------------|----------------------------|
| • Wednesday, Aug. 05, 2020: | Issue Request for Proposal |
| • Monday, Aug. 17, 2020 at 2:00PM: | Deadline for Questions |
| • Friday, Sept. 4, 2020 at 11:00 AM: | Proposals Due |
| • Sept. 4 to Sept. 10, 2020: | Evaluation of Proposals |
| • Tuesday, Sept. 15, 2020: | Interviews with Finalists |
| • Thursday, Oct. 01, 2020: | Tentative Start Date |

All questions related to this Request For Proposal must be submitted in writing to Philip Rath at rathp@ottumwa.us no later than 2:00 PM on Monday, August 17, 2020. Any questions and associated responses will be provided to those vendors who have expressed an interest in submitting a proposal. Additionally, responses will be placed on the [website for the City of Ottumwa](#).

Prior to the final selection, Vendors may be required to submit additional written or oral information regarding the Vendor's qualifications and experience that the City may deem necessary to further clarify and evaluate the proposal's qualifications.

This RFP does not commit the City to award a contract, nor shall the City be responsible for any cost or expense that may be incurred by the Vendor in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Vendor prior to the execution of a contract agreement.

The City reserves the right to accept or reject any or all proposals waive technicalities or irregularities, and to accept any proposal if such action is believed to be in the best interest of the City. Additionally, the City reserves the right to award a contract to the next most qualified attorney/firm if the successful attorney/firm does not execute a contract within thirty (30) days after award of the proposal. The City reserves the right to negotiate any or all items and terms of the proposal including the segmenting of legal services by general municipal law, labor/personnel law, prosecution, and special legal matters among various legal firms as deemed in the best interest of the City.

A proposal may not be withdrawn before the expiration of sixty (60) days from the proposal due date.

V. Submission Requirements

Submittals must be received at the address below by 11:00 AM CST on September 04, 2020²:

City of Ottumwa
Attn: City Clerk
105 East Third Street
Ottumwa, IA 52501

Those interested in responding to the City of Ottumwa Request for Proposal shall provide ten copies of a written proposal, signed by the proposing attorney or a qualified principal of the proposing firm. All submittals shall become the property of the City. No public opening will be held. Proposals must reference "RFP for Legal Services" on the exterior of the sealed proposal and are required to submit the following items in order to be considered:

- (A) **Cover Letter** Provide a cover letter from a contact person who has authority to bind the firm contractually, giving his or her title. The letter must certify that all of the information contained in the submission is accurate and complete.
- (B) **Firm Experience**
 1. Provide a narrative description of the firm.
 2. Identify experience of the firm regarding municipal issues including land use, zoning, growth management, environmental law, municipal citation,

² Any proposal received after due date and time will not be considered.

and complicated agreements including intergovernmental agreements, public works, and other municipal specialties.

3. A listing of all current and past municipal government clients including the name and telephone number of the client contact.

(C) **Vendor Business History**

1. Location of the firm's office and approximate driving distance and time from the office to Ottumwa City Hall.
2. Administrative requirements, if any.
3. Please identify any existing municipal clients that may create a conflict of interest with the services to be rendered to the City of Ottumwa.

(D) **Proposed Attorney, Team**

1. Provide a resume or similar description for each team member, with considerable detail in the experience and qualifications of the lead City Attorney and any significant assisting attorney(s) specifically as it relates to:
 - (a) Municipal law issues.
 - (b) Planning, zoning, and subdivision issues.
 - (c) Negotiating, drafting, and reviewing subdivision development agreements.
 - (d) Economic development and tax incremental financing issues.
 - (e) Reviewing municipal infrastructure construction contracts.
2. Prosecuting Attorney (if different): Provide a resume or similar description highlighting the experience and qualification of the attorney or attorneys assigned to the engagement as prosecutors of traffic and municipal ordinance violations.
3. If specialty attorney(s) or additional resources are available through your firm (in addition to the named team) to meet special or unusual needs, please briefly identify such individuals and specialties as well.

(E) **References:** Provide a minimum of two references for the lead City Attorney.

1. The City prefers references that include municipal government experience. References should include: name, title, phone number, email address, and a brief description of the nature of the client relationship and what this reference can speak to of your work.
2. The City may contact any companies or individuals, whether offered as references or otherwise, to obtain information that will assist the City in evaluating the proposal. The City retains the right to use such information to make selection decisions. Submittal of a proposal is agreement that the City may contact and utilize such information.

(F) **Billing:**

1. All fees should be clearly stated in the proposal and must remain in effect for the period of the agreement. Fees for any extensions will be negotiated. List fees per hour for principal attorneys, other firm attorneys, and support personnel assigned to the engagement, specifying if different hourly rates are charged for different activities (e.g. attending Council meetings, travel time, research, etc.). Identify the minimum increment of time billed.
2. Provide a schedule of reimbursable costs such as mileage and travel time. The proposal shall state the cost of mileage reimbursement, if any, as well as any ancillary charges resulting from providing legal services to the City

(e.g. photocopying, long-distance telephone calls, postage, etc.) listed by item and rate.

3. Would you and/or your firm be interested in working for a flat retainer fee or a combination retainer/hourly arrangement? If so, describe the parameters and charges.
4. Once the desired firm(s) has been identified, the City reserves the right to negotiate additional terms and conditions, including hourly rates, or other method of compensation, with such firm(s).

- (G) **Specialized Legal Services** - Firm should include the availability and fee schedule for any additional / specialized legal services (e.g. bond and debt issuance, building code compliance, environmental law, human resource law, etc.). These services should be cross referenced with the attorney identified in Section IV (D) above.
- (H) **Conflicts of Interest:** Identify any current or potential conflicts of interest and indicate what procedures your firm would utilize to identify and resolve future conflicts of interest. It is of the utmost importance that no real or apparent conflict of interest exists between Proposer and the City, including its officials and employees. Therefore, Proposer shall disclose in writing in its proposal any real or possible conflicts of interest which exists or may exist. In addition, the firm shall be responsible to promptly disclose to the City any situations which may create possible conflicts of interest during the term of the agreement so that appropriate action can be taken.
- (I) **Other Information:** Provide any other information that may be helpful in assessing the firm's ability to perform the work and in applying the evaluation criteria set out in the Request for Proposal.

VI. Evaluation Criteria

The City of Ottumwa will evaluate each proposal fairly and impartially utilizing an evaluation committee consisting of elected officials and staff. It is anticipated that interviews of finalists will be conducted by the City Council. Selection of firms for interview will be based on the following standards:

- (A) Responsiveness of the written proposal to the purpose and scope of services.
- (B) Location and accessibility of individual/firm. The city desires to have its city attorney accessible.
- (C) Experience of the individual/firm in general practice/municipal practice. Proven success in managing an array of governmental matters in a thorough and timely manner. Existence and/or proposed remedy related to potential conflicts of interest for the firm.
- (D) Reputation and professional qualifications of the specific attorney or attorneys assigned to be the city attorney and prosecuting attorney.
- (E) Municipal client references: Experiences of other local governments receiving similar services from the firm based on references of former and/or current clients.
- (F) Quantity and Quality of additional legal services in "specialized" areas of law.
- (G) Hourly rates for each class of personnel, expected out-of-pocket costs, discounts for multi-year commitments, hourly rates/fees for additional services

and alternative billing measures offered. **Note:** While cost is always important it will not be the most important selection criteria.

VII. General Terms and Conditions

- (A) **Contract:** Any award of a contract resulting from this RFP will be made only by written authorization from City of Ottumwa upon approval by the City of Ottumwa City Council. The contract between City of Ottumwa and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the proposal submitted by the Vendor in response to the RFP. In the event of a conflict in language between these two documents, the provisions and requirements set forth and/or referenced in the RFP shall govern. The City also reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall govern.
- (B) **Independent Contractor:** Nothing contained in this RFP is intended or should be construed as creating the relationship of co-partners or joint ventures within the City. The Contractor shall remain an independent contractor, and all employees of the Contractor or its subcontractors shall remain the employees of the Contractor or subcontractor and shall not become the employees of the City.
- (C) **Nondiscrimination:** All Contractors agree that during the life of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status, disability, sexual orientation, age, religion, or status with regard to public assistance, and shall intend a similar provision in all subcontracts entered into for the performance thereof.
- (D) **Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the Vendor agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- (E) **Insurance:** The successful firm must provide the City a certificate of insurance with the following coverage limits and maintain said coverages at all times during the term of a Contract. The City shall be named as an additional insured under the liability policy required above.
- Comprehensive General Liability \$1,000,000 / occurrence (\$2,000,000 aggregate)
 - Worker's Compensation as required by law
 - Professional Liability for Errors and Omissions \$2,000,000
- (F) **Acceptance by Firm:** Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

ORSBORN, MITCHELL, GOEDKEN & LARSON, P.C.

RYAN J. MITCHELL
JOSEPH P. GOEDKEN
BRET R. LARSON
JOHN B. MARTIN

ATTORNEYS AT LAW
110 EAST THIRD STREET
P.O. BOX 878
OTTUMWA, IOWA 52501-0878
TELEPHONE 641-682-5447
FAX 641-682-6940
www.southiowalaw.com

JAMES G. MILANI (RETIRED)
ALLAN C. ORSBORN (RETIRED)
WILBUR R. DULL (1914-1994)
GEORGE A. MILANI (1900-1992)

Writer's E-Mail:
ryan@southiowalaw.com

September 4, 2020

City of Ottumwa
Attn: City Clerk
105 East Third Street
Ottumwa, IA 52501

To Whom It May Concern:

Enclosed are ten copies of the firm's written proposal in response to the City of Ottumwa's Request for Proposals for the Purpose Of: General Legal Services. The undersigned is the senior partner in the firm and I hereby certify that all information contained in the attached submission is accurate and complete. Should you have any questions or need further clarification, please do not hesitate to contact the undersigned.

Sincerely,



Ryan J. Mitchell

RJM/cmo
Enc.

**WRITTEN PROPOSAL FOR GENERAL LEGAL SERVICES
FOR THE CITY OF OTTUMWA**

ORSBORN, MITCHELL, GOEDKEN & LARSON, P.C.

1) Firm Experience

- Orsborn, Mitchell, Goedken & Larson, P.C. is a firm comprised of three attorneys, namely, Ryan J. Mitchell, Joseph P. Goedken and Bret R. Larson. We offer a wide array of legal services throughout Southeast Iowa including: civil litigation, municipal law, utility law, personal injury, agricultural law, employment law, insurance defense, family law, real estate, probate estate law, estate planning and criminal defense.
- Attorney Mitchell has assisted in the representation of the Ottumwa Water Works since 2003 and has been lead attorney since 2012. Said representation has included the following issues: employment law, contract preparation, contractual law, condemnation/eminent domain law, public relations, intergovernmental agreements, and attendance at board meetings each month. Please contact Mike Heffernan for further information. 641-684-4606 ext. 116.
- Attorney Mitchell has represented the City of Eldon since 2018. Said representation has included the following: attend city council meetings, contract preparation, ordinance preparation, grant development, handled municipal infractions, zoning issues, and general litigation issues. Please contact Mayor Jerry Potts for further information. 641-799-9335.

2) Vendor Business History

- Orsborn, Mitchell, Goedken & Larson, P.C. is located at 110 East Third Street, Ottumwa, Iowa, across the street from Ottumwa City Hall.
- Potential conflict of interest with services to be rendered with the City of Ottumwa include the representation of the Ottumwa Water Works and representation of Bret Geiger. Additionally, Attorney Mitchell is now serving on the BridgeView Center Board.

3) Proposed Attorney Team

➤ **Ryan J. Mitchell**

- Drake Law student 2000-2003. Served as clerk for Law Firm in Norwalk, Iowa; Admitted to the Iowa State Bar in 2003; Practiced in a general practice firm in Ottumwa, Iowa since 2003.
- Areas of Law Practiced In: Municipal law, Utility Law, Family Law, Personal Injury, Corporation/Business Entity, Estates/Trusts, Employment, Criminal Law, Real Estate, Education Law and Election Law.
- Professional Affiliations: Elected member of the Iowa Board of Governors, Judicial District 8A since 2013. Judicial District Bar

President 2009-2016. Wapello County Bar Association President 2015. Served on the Iowa Board of Law Examiners grading bar exams 2015-present.

- Community Involvement: Ottumwa Zoning Board of Adjustment, YMCA Board 2011-2015 (President 2015), Ottumwa Little League Board, BridgeView Center Board, American Home Findings Board, Ottumwa Rotary, and American Gothic Performing Arts Board.

➤ **Joseph P. Goedken**

- Drake Law student 2002-2005.
- Joseph Goedken is a trial attorney serving Iowans since 2005, primarily in Family Law and Criminal Defense matters. Joseph has been instrumental in Iowa's Drug Court and Mental Health Court programs, as defense counsel for both programs in the 8th Judicial District, helping divert clients with drug addiction and mental health issues from prison.
- Joseph served as the President of the Young Lawyer Division of the Iowa Bar.
- Past President of the Indian Hills Community College Foundation.
- Joseph has significant experience in property disputes and title opinions.

➤ **Bret R. Larson**

- Drake Law student 2010-2013.
- Bret Larson began practicing in 2013 after graduating from Drake University Law School. Bret assists clients with a variety of legal issues and specializes in Criminal Defense and Personal Injury claims.
- Bret is a Board Member of the United Way of Wapello County (President 2015-2018).
- Bret is a member of the Ottumwa Kiwanis.
- Bret has served as the Davis County Magistrate since July 2018.
- Ottumwa Zoning Board of Adjustment.

4) References

➤ **Mike Heffernan, General Manager – Ottumwa Water Works;**
mheffernan@pscia.net, 641-684-4606 ext. 116

- Attorney Mitchell has worked closely with Mr. Heffernan since 2012. Mr. Heffernan can speak to the work ethic and conscientious nature of Attorney Mitchell.

➤ **Brian Keasling, City Council Member – City of Eldon;**
bhkeas@gmail.com, 641-680-6838

- Mr. Keasling has served as a city council member for the City of Eldon for the entire time that Attorney Mitchell has represented the

City of Eldon. Mr. Keasling can speak to the work ethic and conscientious nature of Attorney Mitchell.

5) Billing

- Attorney Ryan Mitchell, \$200.00 per hour.
- Attorney Joseph Goedken, \$190.00 per hour.
- Attorney Bret R. Larson, \$180.00 per hour.
- The regular hourly rate will be charged for all activities. In the unlikely event of travel, attorneys would charge half their regular rate. The minimum increment of time billed is .2. Photocopying will be billed at the rate of \$.10 per page. Postage will be billed pursuant to the item's size and weight.
- The firm prefers working for an hourly fee and not a flat retainer fee. The City of Ottumwa will be billed monthly.

6) Conflicts of Interest

- Potential conflicts of interest include representation of Ottumwa Water Works and Bret Geiger. It is also possible that past clients may be subject to civil infraction violations which could create a conflict of interest. Attorney Mitchell is now serving on the BridgeView Center Board. Conflicts are identified through the utilization of the legal PracticeMaster wherein the firm searches its database to determine if conflicts exist with potential clients.
- All of the attorneys Orsborn, Mitchell, Goedken & Larson, P.C. are accessible to the city council members and city staff at all times by telephone or email.



Ryan J. Mitchell, AT0005353 of
ORSBORN, MITCHELL, GOEDKEN, & LARSON, P.C.
110 East Third, P.O. Box 878
Ottumwa, Iowa 52501-0878
Telephone: (641) 682-5447
Facsimile: (641) 682-6940
E-mail: ryan@southiowalaw.com

FIRST • CLASS

First Class Mail

Orsborn, Mitchell
Goedken & Larson, P.C.
Attorneys at Law
110 East Third Street
PO Box 878
Ottumwa, IA 52501-0878

To: City of Ottumwa
Attn: City Clerk
105 East Third Street
Ottumwa, IA 52501

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Response to:

City of Ottumwa, Iowa

Request for Proposal

General Legal Services

Submitted to:

City of Ottumwa
105 East Third Street
Ottumwa, IA 52501

September 4, 2020



September 4, 2020

Attention: City Clerk
City of Ottumwa
105 East Third Street
Ottumwa, IA 52501

RE: Response to Request for Proposal for General Legal Services

Dear Sir/Madam:

With this letter please find our Firm's response to the Request for Proposal for General Legal Services. We are very pleased to have the opportunity to submit this response.

As a 130-year-old Iowa law firm, with 36 practicing attorneys all located in the heart of Des Moines, we believe Ahlers & Cooney, P.C. (the "Firm") has the unique ability to serve the City's legal needs. We believe our experience, expertise, and the number of qualified attorneys in the Firm cannot be matched anywhere in the state when searching for legal counsel and representation for a governmental entity.

We understand that the City is seeking a specific individual and/or firm to represent the City of Ottumwa regarding all legal matters. Prior to 2018, the Firm had declined invitations to serve as city attorney. Instead, we had typically served in a more specialized capacity as bond counsel, economic development advisers, labor negotiators, employment advisers, and outside litigation support for our municipal clients. We have a long history of serving as a resource of broad municipal expertise for city attorneys, administrators, and staff. In 2018, we expanded our services to include general city attorney services and we now represent three separate communities in that role.

Given our ongoing relationship with the City of Ottumwa as bond counsel, economic development advisers, and labor counsel we are excited to explore this opportunity with the City. We propose that Kristine Stone serve as Ottumwa's next City Attorney and that Maria Brownell serve as the Assistant City Attorney and City Prosecutor. Ms. Stone joined the Firm in 2017 after having served as City Attorney of the City of Bettendorf, Iowa and as an Assistant City Attorney for the City of Ames, Iowa. Ms. Brownell currently serves as the Assistant City Attorney for the cities of Pella and Adel and maintains a general municipal litigation practice. Both are Shareholders in our Firm. We believe that Ms. Stone and Ms. Brownell's general municipal experience, combined with the Firm's subject matter expertise, make the Firm uniquely qualified to provide City Attorney services for the City of Ottumwa.

By submitting this proposal, we certify that all of the information contained in the submission is accurate and complete.

Thank you for considering us for continued work with the City. We welcome the opportunity for an interview to answer any questions the City may have regarding our proposal.

Sincerely,

AHLERS & COONEY, P.C.

By:

A handwritten signature in blue ink, appearing to read 'Kristine Stone', is written over the printed name.

Kristine Stone, Shareholder

Enclosures

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I. FIRM EXPERIENCE

Ahlers & Cooney, P.C. (the "Firm") is the leading law firm for providing comprehensive legal services to public entities in the State of Iowa. We represent numerous cities, counties, municipal utilities, school districts, community colleges, and universities throughout the state. No other firm in Iowa has dedicated its practice to focusing on the needs of public bodies to the extent the Firm has. The Firm includes a number of lawyers who have focused their practice on areas specific to the needs of public employers such as finance law, trial work, labor negotiations, and a full range of employment law and litigation work, including workers' compensation. Our Firm does not accept engagements which knowingly will produce conflicts with our public sector clients. The Firm and its predecessor partnerships date back over 130 years to 1888.

Public entities that have retained the Firm as its legal service provider have benefitted since many legal controversies involve more than one kind of claim and may have an impact in more than one area of operations. We have always maintained a comprehensive view in handling whatever issues or controversies require our assistance.

The Firm's billing rates are competitive with other law firms given the depth and experience of our attorneys, and very modest in comparison to others in the Midwest and nationally. We will endeavor to provide our services as efficiently and economically as possible by utilizing those attorneys in the Firm with an appropriate level of experience and expertise for any given project. We have proposed specific hourly rates for the attorneys listed in this response to the RFP who we expect will provide direct service to the City.

We understand that the City is seeking proposals for city attorney/general legal services. As you are aware, our Firm has provided specialized legal services in the areas of employment and collective bargaining, economic development and urban renewal, and debt issuance matters to the City of Ottumwa for many years. We are most certainly willing to continue providing these specialized services, regardless of whether we are selected for the city attorney/general legal services work. We believe efficiencies can be gained by utilizing a single provider for all legal services, and we therefore believe the City benefits by expanding the scope of services the Firm provides to Ottumwa.

Our clients select us as their legal counsel because of the Firm's expertise in the wide range of laws affecting public entities. The Firm represents clients in all 99 counties across Iowa and has experience working with public sector clients of all sizes.

As a firm, we:

- Have experience drafting ordinances and resolutions.
- Negotiate and prepare land development agreements that may include the use of incentives, such as TIF or tax abatement.
- Counsel public bodies on the use of their powers.
- Provide training opportunities to public bodies and staff members on various topics, including the appropriate procedures for conducting investigations.
- Have extensive experience assisting local governmental entities with the acquisition of private property for public purposes.
- Are knowledgeable as to regulations and legislation that impacts cities.
- Defend public entities in litigation.
- Represent public bodies in administrative hearings, general litigation and appeals.
- Have substantial workers' compensation experience.
- Routinely handle public improvement contract litigation.
- Have extensive experience serving as bond counsel, underwriter's counsel, bank counsel, and borrower's counsel in various revenue bond financings, including those relating to higher education, student loans, public power, nursing homes, assisted living centers, and governmental and 501c(3) hospitals.

II. FIRM BUSINESS HISTORY

The Firm has one office, located in downtown Des Moines. All of the attorneys at the Firm have access to Microsoft Surface Pro laptops, as well as Firm-provided cell phones and wifi hotspots. Ahlers attorneys are therefore able to virtually attend meetings and court-related appearances, and have remote access to their office files through a secure internet connection. As an organization, the Firm is always willing to discuss methods in which we can collaborate with our clients on technology to reduce costs and increase efficiencies.

Address: 100 Court Avenue, Suite 600, Des Moines, IA 50309

Telephone: 515-243-7611

Fax: 515-243-2149

E-mail: kstone@ahlerslaw.com

Driving Distance – Firm's office to Ottumwa City Hall

- Approx. 86 miles
- Approx. 1 hour, 33 minutes

Ability to Complete Tasks Timely

The Firm strives to provide exceptional customer service and responsiveness to our clients. This includes addressing both transactional and litigation needs in a timely manner.

Insurance

The Firm carries the required level of malpractice insurance, as noted on page 7 of the RFP.

III. PROPOSED TEAM STRUCTURE & ATTORNEY BIOS

The Firm will be responsible for legal representation as authorized by the Mayor and City Council. The Firm will designate Kristine Stone to serve as City Attorney and Maria Brownell to serve as the Assistant City Attorney for the City of Ottumwa. We understand Ms. Stone will be required to attend City Council meetings, or other City board meetings. Maria Brownell and Jenna Bishop will be designated alternates in the event Ms. Stone is unavailable for any particular meeting.

We understand the Firm will be responsible for legal aspects of the general administration of the City of Ottumwa, including preparing and providing legal opinions, assisting with the establishment of correct procedures, drafting and reviewing contracts, agreements, and other legal documents, and related tasks needed to support the City. We further understand the Firm will be responsible for providing sound legal direction, advice, counsel, training, consultation, and opinions on all forms of City business including, but not limited to, the following:

- Advise and assist in the preparation of ordinances, orders, resolutions and regulations.
- Prepare and pass on the legality and correctness and form of contracts, bonds and other legal instruments and documents.
- Advise the city council and all department heads and other administrative officials as to the legality of any proposed action.
- Be responsible for all prosecutions under this Code or other ordinances of the city.
- Represent the city as attorney in all legal proceedings in which the city is a party before any court or any judicial administrative or other body, including legal proceedings in which the city has retained special counsel to assist in the representation of the city.
- Settle or compromise claims for suits at law or in equity in which the city may be a party, either by judgement entry or otherwise, subject to such procedures as the city council may establish.
- Preserve in its office copies of all written opinions given by the office.
- Perform such other duties as may be required by state law or by the city council.

- Have a member of said office in attendance at all meetings of the city council, except when excused.
- Recommend to the city council when it is advisable to hire special counsel to represent or assist in the representation of the city in legal proceedings or in the preparation of legal documents or performing other legal services required of the office.

We propose the following delegation of responsibilities as it relates to general legal services for the City of Ottumwa:

- City Attorney – Kristine Stone
- Assistant City Attorney/City Prosecutor – Maria Brownell
- Land Use/Zoning – Kristine Stone & Jenna Bishop
- Real Estate – Jenna Bishop
- Construction Bidding/Procurement – Kristine Stone & Maria Brownell

We describe below the experience and qualifications for each proposed team member. As our client, the City has access to all firm attorneys. We provide biographies for every firm attorney on our website at www.ahlerslaw.com.

**Lead City Attorney
Day-to-Day Contact****Kristine Stone**, Shareholder

Direct: 515-246-0314

E-mail: kstone@ahlerslaw.com<https://www.ahlerslaw.com/attorneys/kristine-stone>**Office Location**

Des Moines

Education

J.D. (with Honors), Drake University, 2006

B.A. (with Distinction), Iowa State University, 2002

Bar Admissions

Iowa, 2006

Court Admissions

All Iowa Courts

U.S. District Courts – Northern and Southern Districts of Iowa

Overview

With a background in municipal law, Kristine joined Ahlers & Cooney in 2017 in the Public Law Practice Area. Her practice focuses on representing cities, counties, utilities, and other public entities in the exercise of their powers and in litigation. Her experience in litigation includes trying cases before administrative agencies, at the district court level, and before Iowa's appellate courts.

In her general municipal practice, she counsels clients in all aspects of their operations, such as policy development, risk avoidance, public bidding, public records, open meetings, annexation, eminent domain, and more. She also reviews and prepares contracts, ordinances, agreements and resolutions.

Prior to joining the Ahlers firm, Kristine served as the City Attorney for the City of Bettendorf from 2013 to 2017, and as an Assistant City Attorney for the City of Ames from 2009 to 2013. As an in-house municipal lawyer, she advised elected and appointed officials, department heads and staff on legal matters, and represented the cities in administrative, district court and appellate actions. In Bettendorf, she also served as the chief negotiator in labor negotiations with four separate bargaining units and as the legal advisor to the planning and zoning commission and board of adjustment. Kristine currently serves as the city attorney to the cities of Pella and Adel, and as assistant general counsel to the Des Moines Airport Authority.

Kristine maintains a general public law practice and is available to her clients by phone on an as-needed basis on most days. Kristine would therefore be available to the City to provide guidance, answer questions, and delegate work within the Firm as needs arise.

Assistant City Attorney, City Prosecutor

Maria E. Brownell, Shareholder

Direct: 515-246-0322

E-mail: mbrownell@ahlerslaw.com

<https://www.ahlerslaw.com/attorneys/maria-e-brownell>

Office Location

Des Moines

Education

J.D. (Highest Honors), Drake University, 2009

B.S. (Cum Laude), Creighton University, (3-3 pre-law program), 2007



Bar Admissions

Iowa, 2009

Court Admissions

All Iowa Courts

U.S. District Courts – Northern and Southern Districts of Iowa

Overview

Maria is a member of the Firm's Litigation and Public Finance Practice Groups, serving public entities including cities, city utilities, counties, special districts, and other local governments. She represents clients in both the litigation and appeals process. Her representation of municipal entities includes litigation in federal and state courts, as well as practice before administrative agencies in regard to such matters as eminent domain power and condemnation process, public improvement contract litigation, open meetings, public records requests, and the exercise of home rule powers. As a former law clerk to the Honorable Mark S. Cady, former Chief Justice of the Iowa Supreme Court, Maria provides expertise both in appellate advocacy for litigated matters and in identifying and advising on constitutional issues that help guide daily decision making for municipalities.

Prior to joining Ahlers & Cooney, Maria was an Administrative Law Judge for the State of Iowa, Department of Inspections and Appeals. Prior to this, she practiced law at a Des Moines law firm in the areas of municipal law, family law, business law, and litigation, including serving as the designated full-time city prosecutor and advisor for criminal and civil prosecutions in district, district associate, and magistrate courts for Polk, Warren, and Jasper counties for the firm's municipal clients.

Maria is currently serving as the City Attorney for the City of Albion and serves as the designated City Prosecutor for the cities of Pella and Adel. Her experience with municipal prosecution includes traffic, simple misdemeanor, and municipal infractions associated with civil code enforcement for matters such as nuisances, dangerous buildings, and abandoned property. Maria maintains both a general public law practice and a municipal litigation practice.

As both a general practitioner and municipal litigator, Maria routinely manages special projects and litigation case files for public clients utilizing the Firm's internal deadline tickler system software and the aid of two support staff to create redundancies and make the most economical use of attorney time. Maria currently maintains a specialized municipal litigation docket with less than half a dozen trials scheduled each year. As part of her general public law practice, Maria maintains regular office hours and is available to respond to questions or work with City staff on the project on an as-needed basis.

Zoning / Land Use / Real Estate

Jenna H. Bishop, Associate

Direct: 515-246-0328

Email: jbishop@ahlerslaw.com

<https://www.ahlerslaw.com/attorneys/jenna-bishop>

Office Location

Des Moines

Education

J.D. (Highest Honors), Drake University, 2017

B.A. (Summa Cum Laude), Creighton University, 2014



Bar Admissions

Iowa, 2017

Court Admissions

All Iowa Courts

Overview

Jenna joined the Firm in 2017 as a member of the Firm's Public Law Practice Area, with a focus on assisting cities and counties with economic development, real estate transactions, and land use issues such as zoning, annexation, and eminent domain, as well as general municipal matters.

Jenna currently serves as the Firm's Economic Development/Urban Renewal Practice Group leader. Within the Economic Development/Urban Renewal portion of her practice, Jenna advises Iowa municipalities on the utilization of various economic development tools and programs, including urban renewal/tax increment financing (TIF) and urban revitalization/tax abatement.

Within the real estate area of her practice, Jenna is experienced in preparing and negotiating purchase/sale agreements, reviewing abstracts, and writing title opinions. Further, overlapping with her knowledge of municipal law, Jenna advises her municipal clients on the proper processes to follow to approve these transactions. Jenna also spends a considerable amount of time advising cities and counties on various land use issues and general municipal questions. These land use issues include zoning and PUDs, annexations, eminent domain and condemnation. Additionally, Jenna currently serves as Assistant City Attorney for the City of Albion.

IV. REFERENCES

City Attorney Services	Mike Nardini City Administrator City of Pella 825 Broadway Street Pella, Iowa 50219 641-628-4173 mnardini@cityofpella.com
	<hr/> Anthony Brown City Administrator City of Adel 301 S. 10 th Street Adel, Iowa 50003 515-993-4525 abrown@adeliowa.org

V. BILLING
A. Billing Arrangement – Hourly Fees

Our preference is an hourly rate structure. Listed below is the Firm's proposed hourly fee structure for an initial one (1) year contract term. The Firm will charge a discounted hourly rate of \$175 per hour for travel time and for attendance at City Council meetings and other City board meetings. The Firm is also willing to explore certain alternative billing arrangements subject to mutual agreement.

Attorney / Practice Area	2020-2021
CITY ATTORNEY – Travel and Meeting attendance	
Kristine Stone	\$175 / hour
Alternate	\$175 / hour
CITY ATTORNEY – Other	
Kristine Stone	\$216 / hour
PROSECUTIONS/CODE ENFORCEMENT	
Maria Brownell	\$211.50 / hour
LAND USE/ZONING/REAL ESTATE	
Jenna Bishop	\$180 / hour
CONSTRUCTION BIDDING/PROCUREMENT	
Maria Brownell	\$211.50 / hour

The above hourly rates reflect a 10% discount from the Firm's standard 2020 hourly rates. The Firm typically adjusts hourly rates annually (effective January 1 each year). If selected to provide the city attorney/general legal services to the City, the Firm is willing to honor the above discounted rates through calendar year 2021.

Kristine would work closely with the City Council, City Administrator and finance staff to ensure that budgets are set, monitored and honored. To track legal costs, she will set up individual billing numbers for separate matters so the City can easily determine the amount of time and money spent on a particular project. She can provide periodic status reports to the City clients and access budget software that provides real-time assessments of work-in-progress.

B. Specialized Legal Services

Compared to most public agency firms, we can provide a greater range of specialized legal services because we have the appropriate staff to handle such matters. Specialized legal services include all litigation beyond municipal prosecutions; labor negotiations; employment related hearings, including arbitrations, grievance hearings, fact-finding hearings, and disciplinary hearings; eminent domain; urban renewal; significant land use projects; annexation; telecommunications; bond counsel and specialized finance services; regulatory and administrative hearings before other public agencies; and other special counsel work approved by the City. Specialized legal services will be billed in accordance with the separate engagement with the City. The individuals identified below currently provide specialized legal services to the City of Ottumwa. Full bios are available at www.ahlerslaw.com.

Specialized Legal Services	Attorneys
Bond and Debt Issuance	Kristin Cooper
Employment & Labor Law	Michael Galloway
Urban Renewal/Economic Development	Nathan Overberg/Jenna Bishop
Litigation	Maria Brownell/Olivia Brooks

C. Other Expenses

The Firm will not charge for office support services, including word processing and electronic legal research. To minimize travel expenses, we are prepared to coordinate with the City for attending meetings via telephone or video conference as desired by the City. We propose to charge the costs of photocopy, postage, and any third-party expenses, such as expert witness fees, deposition and court reporter fees.

Expenses	Cost
Photocopies	.15 / page
In house delivery	\$12 / trip
Postage	As incurred
Mileage	IRS rate (2020 is \$.575/mile)
All other outside expenses less than \$500. All outside expenses over \$500 are sent directly to the client for payment.	

The Firm's Policy Statement Regarding Billing and Payment Procedures are attached hereto as Attachment 1.

VI. CONFLICTS OF INTEREST

Our Firm does not accept engagements which knowingly will produce conflicts with our public sector clients. However, because we represent many public entities throughout the state, including school districts and counties, we may have a conflict if the City were to engage in negotiations or become involved in a dispute with another public entity. Aside from these types of conflicts, we do not anticipate that our Firm would have any conflicts of interest which would prevent us from representing the City of Ottumwa in this matter.

ATTACHMENT 1
POLICY STATEMENT REGARDING BILLING AND PAYMENT PROCEDURES

TABLE OF CONTENTS:

1. Introduction
2. Terms of Engagements
3. Performance of Services
4. Methods of Computing Fees
5. Hourly Rate Billing Procedures
6. Reimbursement of Expenses
7. Supplemental Services
8. Payment Terms
9. Retainer Deposits
10. Termination of Engagement
11. Ownership of Files
12. Services for Related Entities
13. Conclusion

1. Introduction.

It is the policy of our Firm to strive to assure that our clients clearly understand how we bill for our legal services and disbursements advanced by the Firm on their behalf. Our experience shows that policy procedures for billing and payment vary from law firm to law firm. This statement is intended to explain our standard policies and procedures concerning invoices for services rendered and expenses incurred by us on your behalf as well as our policy concerning payments to the Firm. We believe that understanding such matters upfront is essential to a harmonious professional relationship.

Consequently, we encourage you to ask any questions needed to obtain a full understanding of our policies.

2. Terms of Engagements.

In consideration of the services we are to provide, unless other arrangements are made in specific instances, it is understood that clients engaging our Firm to perform legal services have agreed to pay legal fees based on our hourly rates, in effect from time to time during the course of the engagement, for the attorneys, law clerks and paraprofessional personnel of this Firm who perform such services.

Existing and new clients of the Firm will be requested to execute engagement letters acknowledging terms of our engagement in particular instances and describing the manner, if applicable, in which such terms may differ from the standard policies and procedures set forth in this statement. In any event, however, unless indicated to the contrary in writing, it will be understood that services which we are asked to perform on behalf of our clients will be rendered pursuant to the terms and conditions of this statement.

3. Performance of Services.

Most services required by our Firm's clients will be performed by lawyers, legal assistants and administrative personnel who are employed by the Firm on a full-time basis and supervised by our attorneys. All individual client matters are assigned to specific lawyers who are responsible for assuring that the matters are addressed in a timely and professional manner. The Firm also has referral and working relationships with other attorneys and subject matter experts who are occasionally requested to assist the Firm's personnel in serving Firm clients. The determination of the appropriate strategy for staffing individual situations from sources both within and outside the Firm is based generally on considerations of experience, expertise, time availability and billing efficiency. The overall goal in such situations is to utilize the resources available to the Firm in a manner which provides our clients with high quality, timely and cost-effective services which are commensurate with the client's stated objectives.

In cases where the services obtained from such sources outside the Firm are expected to involve significant costs, the client's approval will ordinarily be sought in advance. Generally, fees and expenses of such referral sources will be included in the Firm's bills to its clients, but statements may be rendered directly to the clients by the individual referral sources in particular situations. Ultimately, however, our Firm will be responsible for assuring that services are being performed to the client's satisfaction and for addressing any questions which may arise in that regard.

4. Methods of Computing Fees.

Our Firm follows the canons of professional conduct regarding the reasonableness of fees charged to our clients. Under these rules, the factors to be taken into account in determining the reasonableness of fees in particular instances include the following: (a) the type of matter involved, whether it is a simple and routine matter, or whether it is a complex, highly technical matter; (b) the time and labor required; (c) the expertise of the attorneys working on the matter; (d) the amount of money involved and the results obtained; (e) the likelihood that the employment in question will preclude other employment of the lawyer; (f) fees for similar services in the local area; (g) the time limitations imposed by the client or by circumstances; (h) the nature and length of the lawyer's professional relationship with the client; (i) the experience and ability of the lawyer and whether work on the matter may be delegated to staff personnel or other less senior attorneys; and (j) whether the fee is fixed or contingent. Our Firm assigns standard hourly rates to time-keeping personnel employed by or associated with the Firm which have been determined by taking the foregoing factors into account.

Several methods are available to our clients for determining the fees to be charged for our services in particular instances. Generally, our fees will be calculated on the basis of the time expended on the client's matter in accordance with our hourly rates as determined in accordance with this policy statement or an engagement agreement made in advance. In certain hourly rate billing arrangements, agreements may also be made in advance that our fees will be subject to maximum and/or minimum amounts.

5. Hourly Rate Billing Procedures.

The standard method of computing fees for legal services rendered by our Firm with respect to particular client matters is to record in tenths of an hour increments on a daily basis the time spent by each person performing services in connection with such matters (whether such services be telephone or email consultations, office consultations, research, drafting documents, travel or the like), and to total the time expended at the end of each billing month. There is then applied to the time so computed the applicable hourly rate for the respective individuals who performed service on such matters. Unless otherwise agreed in particular instances, our standard hourly rates are utilized for such purposes.

Our hourly rates change from time to time as warranted, but the current standard rates for the personnel employed by or associated with our Firm are as set forth in the Firm's Rate Schedule.

We occasionally adjust our hourly rates for some personnel to reflect particular circumstances, but our general practice is to evaluate our hourly rates for individual time-keeping personnel annually in January of each year to determine whether adjustments are appropriate to reflect additional knowledge and experience acquired during the preceding year or to reflect changing market conditions. Any such adjustments in our hourly rates are applied to services rendered during the month in which such adjustments become effective and thereafter. Unless otherwise agreed in specific instances, any such adjustments in our standard hourly rates will not be subject to prior client approval. Notice of any such adjustments in our hourly rates will be provided, however, to those clients with whom we have engagement relationships utilizing pre-set rates.

Because our hourly rate fees are based on the time expended, it is beneficial for our clients to make efficient use of our time, to be conscious of the time which may be required for particular tasks we are requested to perform and to define clearly for us the scope of the work which we are to perform at the outset of each project where our clients have preconceived budgetary notions. Where no budgetary limitations are discussed in advance, we will use our best judgment as to what efforts are necessary to achieve the desired result.

Since for the most part we base our fees on personnel time expended, our production capacity is limited by the time available to perform legal services, so it is our practice to apply the applicable hourly rates, plus travel expenses, for any time we are required to travel out of the office. This practice is based on the assumption that most companies, firms or individuals are not compensated on an hourly basis (since they are not personal service businesses) and that it is more economical for them to attend meetings at our offices. Nevertheless, if it is desirable for us to attend meetings out of our offices, we are always willing to do so and frequently do so. We retain detailed records of time spent on any matter or transaction, which are the basis on which our hourly rate statements are computed.

If, at any time, a client has questions about the basis of compilation of any statement for services or expenses, we will be happy to meet with the client to assist the client in understanding the fee computation. We urge our clients to raise questions as statements are rendered in order for us to be able to gain a mutually satisfactory feeling for our financial relationship as well as our professional relationship.

6. Reimbursement of Expenses.

Amounts advanced or paid to third parties by us on behalf of our clients for expenditures such as photocopying, shipping and delivery charges, courier expenses, travel expenses, printing costs, filing fees, computer research costs, court reporter fees, expert witness fees and the like are considered to be reimbursable by our clients unless otherwise agreed in particular instances and are generally included in the statement sent to the client for the month in which such amounts are advanced or incurred. Certain costs which are incurred internally for items such as photocopying and telefaxing may be billed to our clients at rates comparable to third-party charges, which do not necessarily reflect the Firm's direct out-of-pocket expenses and may include amounts which represent recovery of the administrative costs and investment expenses which the Firm has incurred in making such services available and accounting for such expenses.

Unless otherwise agreed in connection with specific engagements, it is understood that our Firm has no obligation to advance any of the foregoing costs on behalf of our clients. We may require that the clients make arrangements in advance to fund such expenses either by means of an escrow deposit with our Firm or by means of direct arrangements with third-party vendors or a combination of such arrangements.

7. Supplemental Services.

Our standard policy is that any involvements which our Firm may have with regard to subsequent disputes between our clients and third parties involving matters with respect to which we have provided legal services, including our providing documents or testimony and responding to interrogatories or other discovery, are a part of the engagement, and that we are entitled to be paid for our time, services and expenses attributable to such activities.

Unless otherwise specified by the terms of our original engagement in particular instances or subsequently agreed in connection with the performance of such supplemental services, it is understood that our fees for any such supplemental services will be determined on the basis of our hourly rates which are in effect at the time such supplemental services are rendered regardless of the billing arrangement which was applicable in connection with the original engagement.

8. Payment Terms.

As to the method of billing and payment, our practice generally is to bill monthly where our fees are based on hourly rate billing. We have found this procedure is desired by clients so that they will know on a regular monthly basis what their current total legal fees are and so that they will not receive any accumulated surprises. We normally close our books for billing on or about the 19th day of each calendar month and render invoices on or before the last day of that calendar month. Unless other arrangements are mutually agreed upon in writing in specific instances, payment of invoice is due within thirty (30) days after the date the invoice is received.

It is also understood that this Firm shall be entitled to recover reasonable attorneys' fees and expenses and court costs in connection with any efforts necessary to collect amounts due and unpaid pursuant to any engagement between a particular client and our Firm.

9. Retainer Deposits.

We frequently will ask that clients deposit a cash retainer with us as security for payment of our fees and expenses. In addition, when representing new or existing clients on large projects which will require substantial personnel and costs over a long period of time, such as significant litigation, major real estate acquisitions and complex loan workout negotiations, we may require a project retainer. Our practice is to deposit retainers in a trust account and with client approval to transfer "progress payments" from our trust account to our operating account as segments of the work are completed or other appropriate billing stages are attained. A detailed accounting will be provided of the application of all funds so transferred. If the work for a particular client or project continues over an extended period of time, we may require and bill additional retainers monthly until the work is completed.

10. Termination of Engagement.

We reserve the right to suspend or terminate any representation in progress, including withdrawal from pending litigation, in the event of non-payment of our statements within thirty (30) days after a statement is due. In the event that we exercise such right to suspend or terminate work in progress or withdraw from pending litigation, we will be entitled to receive from the client a written acknowledgment that we are permitted to exercise such suspension, termination or withdrawal right under the terms and conditions of our engagement with the client. In addition to our right to withdraw from a representation engagement at any time if the payment terms described above are not satisfied, it is understood that, subject to certain exceptions with respect to contingent fee matters, our clients reserve the right to terminate their engagement of our Firm at any time, upon payment in full of fees and expenses accrued up to that time.

11. Ownership of Files.

We consider the files which are generated and maintained by us in connection with services for our clients to be the property of our Firm and not the property of our clients, except for documents and materials ("Client Papers") which fall within the following categories: (i) original documents and materials which are furnished to us by our clients; (ii) original documents and materials, such as executed contracts and corporate records, which are prepared by us for our clients; and (iii) other documents and materials which may affect our clients' rights or the exercise of such rights. We will assert and maintain a possessory retaining lien on all such Client Papers as security for the payment of our fees and expenses, except to the extent that retention of such Client Papers would prejudice the rights of our clients. In the event of a termination of our engagement, except as stated above, we will release such Client Papers and copies of the materials in our files to our clients only upon (i) written request and instructions from the client; (ii) payment in full of all of our unpaid fees and expenses; and (iii) payment in advance of all reasonable copying costs which will be incurred in making copies of the Client Papers for our permanent files and in making copies of the other materials in our files for the client. Client papers still in our possession after

more than ten years after the termination of our engagement may be destroyed if not returned to the client upon its request.

12. Services for Related Entities.

It is contemplated that we may be requested on occasion to render services for individuals, partnerships, corporations and other entities which are affiliated with our principal client in a particular engagement. In such instances, unless otherwise agreed in advance, we will consider all participants in the transaction to be jointly and severally liable for the payment of our fees and expenses as outlined in this statement and the relevant engagement letter. Unless other arrangements are made in advance, however, we will render our statements to, and will expect full payment from, our principal client and will not be responsible for honoring any internal cost-sharing arrangements which may be in effect between the participants in the transactions.

13. Conclusion.

It is hoped that the foregoing discussion will anticipate most, if not all, of the issues which will arise in connection with billing and payment procedures of our Firm. Clients having general or specific questions regarding the policies and procedures set forth above are encouraged, however, to raise those issues with the Firm at an early date in order to resolve any such questions as soon as practicable.

2020 SEP -3 AM 10:12

1 OF 1

LTR

KRISTINE STONE
515-243-7611 314
AHLERS & COONEY P.C.
100 COURT AVENUE
DES MOINES IA 50309

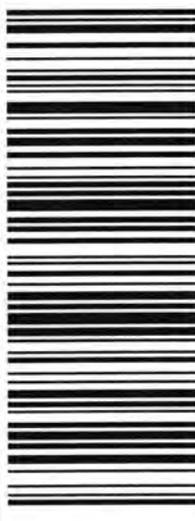
SHIP TO:
CITY OF OTTUMWA
105 EAST THIRD STREET
ATTN: CITY CLERK
OTTUMWA IA 52501

IA 525 0-20



UPS NEXT DAY AIR 1

TRACKING #: 1Z 5E2 176 01 9104 5862



BILLING: P/P
UPS CARBON NEUTRAL SHIPMENT



Reference #1: RFP for Legal Services

XCL20.08.05 NV45.31.0A.07/2020*

LAW OFFICES OF
HOPKINS & HUEBNER, P.C.

Des Moines Office
2700 Grand Avenue, Suite 111
Des Moines, Iowa 50312-5215
Phone: 515-244-0111
Fax: 515-244-8935

E. J. Giovannetti
Jeff H. Jeffries
R. Ronald Pogge ◊
Lorraine J. May
E. J. Kelly +
Valerie A. Landis
Jeff M. Margolin *
Matthew A. Grotnes
Jane V. Lorentzen
Hugh J. Cain
Barbara A. Hering
Apyrl M. DeLange
Brent L. Hinders
Jeffrey D. Ewoldt
Robin G. Maxon #
Chandler M. Surrency #
Eric M. Updegraff
Alex E. Grasso
Ross L. Curnow
Jessica A. Eglseder
Daniel J. Johnston
Robert A. Howard, III
Joshua A. Duden

Karla J. Fultz (Of Counsel)

Quad Cities Office
Northwest Bank Tower
100 E. Kimberly Road, Suite 400
Davenport, Iowa 52806-5943
Phone: 563-445-2264
Fax: 563-445-2267

M. Anne McAtee *
Michael C. Walker *
Paul Salabert, Jr. *
Maggie R. Boesen*
Glenn F. Ruud*
Paul L. Macek
Courtney T. Wilson*
Amanda R. Motto*
Kylie K. Franklin*

Adel Office
1009 Main Street
Adel, Iowa 50003-1454
Phone: 515-993-4545
Fax: 515-993-5214

James E. Van Werden
Adam Doll
Edward S. Fishman

Terrence A. Hopkins (Retired)
Fred D. Huebner (1919-1996)

* Also admitted in Illinois
+ Also admitted in Nebraska
◊ Also admitted in Arizona
Also admitted in Kansas

www.hhlawpc.com

September 2, 2020

City of Ottumwa
Attn: City Clerk
105 East Third Street
Ottumwa, IA 52501

RE: General Legal Services for City of Ottumwa

Dear Mayor Lazio, Council Members, and City Clerk:

We are writing this letter to express Hopkins & Huebner P.C.'s interest in the City of Ottumwa position for general legal services. Hopkins and Huebner, P.C. is qualified to provide legal services to the City of Ottumwa due to its years of experience in municipal law and government operations. The primary attorneys to assist the City of Ottumwa would be Hugh Cain, Brent Hinders, Eric Updegraff, Adam Doll, and Edward Fishman. We are currently the city attorneys for Leon, Murray, Dexter, Edward Fishman. We are currently the city attorneys for Leon, Murray, Dexter, Redfield, and Lorimor. We also do legal work for other cities, including Adel, Ames, and Johnston on a contract basis. The work we have done for these cities includes employment, zoning, code enforcement, nuisance abatement, litigation, attending regular and special meetings, and answering all questions that the city council has regarding other legal issues. We also provide employment and zoning law advice to several counties.

Hopkins and Huebner has represented the members of the Iowa Communities Risk Pool in more than 1100 matters in the last 25 years, including for the City of Ottumwa. Since 2013, we have been hired by ICAP to answer diverse legal questions for ICAP's nearly 800 members.

Enclosed please find more information about our firm experience, vendor business history, proposed attorney team, references, billing, specialized legal services, and conflicts of interest.

The hourly cost for the City of Ottumwa to retain the services of Hopkins and Huebner, P.C. would be \$165 per hour. Travel to meetings will be billed at \$50 per hour, and we would also charge the City for mileage at the IRS rate. If you need any further information from me, please do contact me. I would be happy to provide you any information you may need. This letter certifies that all of the information contained in the submission is accurate and complete. We look forward to further discussing this matter with you.

Sincerely,

HOPKINS & HUEBNER, P.C.



Hugh J. Cain, Shareholder

Des Moines Office

Direct dial: 515-697-4222

Summary of Firm Experience

From its beginning in the 1940s, Hopkins & Huebner, P.C. has maintained a reputation for extensive legal knowledge, experience and the integrity and professionalism of its lawyers. Hopkins & Huebner, P.C. is a full-service law firm comprised of 36 attorneys with offices in Adel, Des Moines, and the Quad Cities. Hopkins & Huebner, P.C. employs 31 staff members including legal assistants and paralegals. The Des Moines office of Hopkins & Huebner, P.C. has been named among the “Best Law Firms” by U.S. News-Best Lawyers® in 2018 and 2019.

Hopkins & Huebner, P.C. has provided municipal services for over sixty (60) years. The attorneys at Hopkins & Huebner, P.C. can help with municipal, government, and real estate cases of all shapes and sizes. We have extensive experience representing cities, counties, small towns, drainage districts, boards of adjustment, zoning boards, and 28Es throughout Iowa. Our attorneys have represented clients at the state, federal, and local level.

Our attorneys have experience working on matters involving, but not limited to:

- Employment – civil/service
- Nuisance abatement
- Writs of certiorari and mandamus
- Collective bargaining agreements
- Agricultural exemptions for property
- Planning and zoning issues
- Regulatory taking issues
- Interpreting city ordinances and statutes
- Drainage district issues
- Policy writing
- Recommending modifications to ordinances
- Municipal citations
- Real estate and land use
- Labor negotiations
- Regulatory rules and procedures
- Open and/or closed meetings
- Reviewing city ordinances
- Negotiating, drafting, and reviewing agreements
- Prosecuting city ordinances and statutes
- Malicious dog issues
- Partition fence issues
- Wind turbines
- Intergovernmental agreements

The attorneys at Hopkins & Huebner, P.C. understand that resolving a matter efficiently is the best possible outcome for our clients. We offer a client-centric approach by providing long-term advice and counsel to help solve legal problems. We want to make the process of handling municipal matters as easy and efficient as possible. Our team is ready to assist City of Ottumwa in any matter presented involving municipal law services.

Municipal Government Clients in the Last 5 Years

A list of current references including the name and telephone number of the client contact can be found on page 13.

- City of Altoona
- City of Ames
- City of Ankeny
- City of Centerville
- City of Clive
- City of Dexter
- City of Grinnell
- City of Iowa City
- City of Iowa Falls
- City of Knoxville
- City of Leon
- City of Lorimor
- City of Mason City
- City of Murray
- City of Muscatine
- City of Nevada
- City of Norwalk
- City of Ottumwa
- City of Perry
- City of Pleasant Hill
- City of Redfield
- City of Sibley
- City of Urbandale
- City of Waukee
- City of West Des Moines
- Adair County
- Cherokee County
- Clarke County
- Clinton County
- Dallas County
- Dickinson County
- Jasper County
- Lyon County
- Madison County
- Marion County
- Monroe County
- Page County
- Pottawattamie County
- Poweshiek County
- Shelby County
- Story County
- Wright County
- Wapello County
- Warren County – Zoning Commission

Vendor Business History

The locations of our Des Moines and Adel offices to Ottumwa City Hall are approximately 87.5 miles from Des Moines and 111 miles from Adel, Iowa. Travel to meetings will be billed at \$50 per hour, and we would also charge the City for mileage at the IRS rate. We are currently the city attorneys for Leon, Murray, Dexter, Redfield, and Lorimor. We also do legal work for other cities, including Adel, Ames, and Johnston on a contract basis. Please refer to the conflicts of interest listed on page 14 for more information regarding any existing municipal clients that may create a conflict of interest with the services to be rendered to the City of Ottumwa.

Proposed Attorney Team

HUGH CAIN



Hugh is a shareholder attorney at Hopkins & Huebner, P.C. A graduate of the University of Washington School of Law, he has practiced in Iowa's state and federal courts for over 35 years.

Hugh Cain has spent his legal career finding solutions to his clients' legal problems and issues. He brings creativity, ingenuity, and dedication to solving problems. He works with clients proactively to identify problems before they grow into lawsuits and claims. Once claims become litigated, Hugh offers a client-centric approach and works to help resolve matters in his clients' favor.

Hugh has been selected as "Lawyer of the Year" four times by The Best Lawyers in America©. He is recognized by Chambers USA as a Leader in Iowa Labor and Employment Law.

Hugh has litigated legal disputes and advised Iowa private employers on a wide variety of employment issues, policies and procedures, employee handbooks, disciplinary actions, civil rights issues, reasonable accommodations, OSHA safety compliance, and wage hour issues. He has negotiated collective bargaining agreements and assisted local government boards with governance, city ordinances, open meetings, and open records issues. Hugh has experience representing and advising Iowa cities, counties and other municipalities regarding city and state code as well as state and federal law compliance.

Bar Admissions:

Iowa, 1983

United States District Court for the Northern District of Iowa, 1983

United States District Court for the Southern District of Iowa, 1983

Areas of Practice:

Employment Law and Human Resources

Municipal and Government Law

HUGH CAIN

Professional Associations and Memberships:

Polk County Bar Association
Iowa State Bar Association
Iowa Municipal Attorneys Association
American Bar Association
 Member, Labor and Employment Section
 Member, Government Practice Section

Public Service:

Warren County Zoning Commission

Education:

University of Washington, Seattle, Washington
Doctor of Jurisprudence, 1982

Creighton University, Omaha, Nebraska
Bachelor of Arts, History, summa cum laude, 1978

Honors and Awards:

2020 Selected to Best Lawyers in America
2019 Iowa Super Lawyers List
2019 Selected to Best Lawyers in America
2018 Iowa Super Lawyers List
2018 Chambers USA, Leader in Iowa Labor and Employment
2018 Iowa Super Lawyers List
2018 Lawyer of the Year, Best Lawyers in America
2018 Selected to Best Lawyers in America
2017 Iowa Super Lawyers List
2017 Chambers USA, Leader in Iowa Labor and Employment
2017 Lawyer of the Year, Best Lawyers in America
2017 Selected to Best Lawyers in America
2014 Lawyer of the Year, Best Lawyers in America
2009-2016 Selected to Iowa Super Lawyers Lists
2012-2016 Selected to Best Lawyers, Best Lawyers in America
2007 Iowa Super Lawyers

BRENT HINDERS



Brent Hinders has been practicing law in Iowa for over a decade. A graduate of Simpson College and Drake University Law School, Brent now practices in the areas of labor, employment, criminal, municipal, and government law.

Brent has substantial experience in advising boards on legal matters, interpreting ordinances and statutes, writing policies, reviewing and recommending modifications to ordinances, negotiating collective bargaining agreements, representing municipalities in court and has tried numerous jury and non-jury trials.

Brent Hinders has represented clients on cases involving on a wide variety of municipal law issues, including: partition fence issues, wind turbine issues, agricultural exemptions for property, zoning issues, takings issues, and Writs of Certiorari. Brent has represented Municipal Boards of Adjustment, Zoning Boards, and drainage districts in Iowa.

Bar Admissions:

Iowa, 2005
United States District Court for the Southern District of Iowa, 2006
United States District Court for the Northern District of Iowa, 2011
United States Court of Appeals for the Eighth Circuit, 2011
United States Supreme Court, 2011

Areas of Practice:

Employment Law and Human Resources
Municipal and Government Law
Criminal Law
Family Law

BRENT HINDERS

Professional Associations and Memberships:

Warren County Bar Association
Polk County Bar Association
Iowa Municipal Attorneys Association
Iowa Supreme Court Grievance Commission
Iowa Association of Justice
Iowa State Bar Association
ISBA Government Practice Section Council
ISBA Criminal Law Legislative subcommittee
Iowa County Attorney's Association, Past Member
Warren County Prosecuting Attorneys Association, Past President

Public Service:

Norwalk Chamber of Commerce, Board Member and Past President 2015-2016
Leadership Iowa, Member Class of 2015-2016
Norwalk Schools Watch Watch D.O.G. Program, Board Member
Norwalk Board of Adjustment, Vice-Chair
Warren County Leadership Institute Alumni
Former Assistant Warren County Attorney, 2007-2011
Indianola Noon Lions Club, Past Member

Education:

Drake University, Des Moines, Iowa
Doctor of Jurisprudence, 2005
Certificate in Litigation and Alternative Dispute Resolution
Master of Public Administration, 2005
Concentration in Human Resources and Public Policy

Simpson College, Indianola, Iowa
Bachelor of Arts, History and Criminal Justice, 2001

ERIC UPDEGRAFF



Eric Updegraff has practiced law in Iowa for 15 years. A graduate of Simpson College and University of Iowa College of Law, Eric primarily practices in employment law, human resources, employers' rights, municipal, and government law.

Eric has represented Iowa's public employers, private employers, cities, counties, and other municipalities regarding city and state code as well as state and federal law compliance. Eric is a frequent seminar speaker and has presented on topics including drug testing, return to work issues, disabilities in the workplace, the interview process; job descriptions, unemployment hearings, employment law updates, employee classification issues, discipline policies, and how to write an effective employee handbook.

Eric Updegraff has been included on the Iowa Rising Stars List by Super Lawyers for six years in a row.

Bar Admissions:

Iowa, 2004

United States District Court for the Southern District of Iowa, 2006

United States District Court for the Northern District of Iowa, 2006

Eighth Circuit Court of Appeals, 2006

United States District Court for the Eastern District of Wisconsin, 2012

Areas of Practice:

Employment Law and Human Resources

Municipal and Government Law

Personal Injury

Workers' Compensation

Family Law

ERIC UPDEGRAFF

Bar Admissions:

Iowa, 2004

United States District Court for the Southern District of Iowa, 2006

United States District Court for the Northern District of Iowa, 2006

Eighth Circuit Court of Appeals, 2006

United States District Court for the Eastern District of Wisconsin, 2012

Education:

University of Iowa College of Law, Iowa City, Iowa

Doctor of Jurisprudence with Distinction, 2004

Simpson College, Indianola, Iowa

Bachelor of Arts, Economics

Honors and Awards:

2019 Iowa Rising Stars List, Super Lawyers

2018 Iowa Rising Stars List, Super Lawyers

2017 Iowa Rising Stars List, Super Lawyers

2016-2013 Iowa Rising Stars List, Super Lawyers

ADAM DOLL



Adam Doll has been practicing law in Iowa since 2005 and joined Hopkins & Huebner in 2007. A graduate of Simpson College and Drake University Law School, Adam now practices primarily in wills, trusts, probate and estate planning, criminal law, family law, business planning and advising, and real estate.

Adam is a member of the Iowa State and Dallas County Bar Associations. He is admitted to the United States District Court for the Southern District of Iowa and is a member and former president of the Adel Rotary Club.

Adam Doll is a frequent contributor to our Legal Articles, published in Iowa Living (Adel Living) Magazine.

Bar Admissions:

Iowa, 2005
United States District Court for the Southern District of Iowa

Areas of Practice:

Business Organization
Estate Planning - Wills and Trusts
Guardianships & Conservatorships
Family Law
Personal Injury
Real Estate and Farm Sales
Criminal Law
Civil Litigation (General)

ADAM DOLL

Professional Association and Memberships:

Iowa State Bar Association
Member of Real Estate, Business and Probate Sections

Dallas County Bar Association
President 2010

Adel Rotary Club
President 2010-2011

Education:

Drake University Law School, Des Moines, Iowa
Doctor of Jurisprudence, with Honors, 2005
Law Review 2003-2004

Simpson College, Indianola, Iowa
Bachelor of Arts, Business Management, 1999

EDDIE FISHMAN



Eddie Fishman has been practicing law in Iowa since 2013 and joined Hopkins & Huebner in 2018. Eddie is a graduate of University of Iowa College of Law. Prior to law school, he attended the University of Miami and graduated with a double major in journalism and political science. After law school, Eddie clerked for the Fifth Judicial District in Iowa where he assisted judges in researching issues and writing opinions.

Eddie Fishman now maintains a general practice working in criminal defense, civil litigation, family law, and probate. Eddie is a member of the Iowa State Bar Association and the Dallas County Bar Association. He is also a member of Kiwanis and the Beaverdale Neighbor Association Board.

Bar Admissions:

Iowa, 2013

Areas of Practice:

Criminal Law
Family Law
Civil Litigation
Estate Planning - Wills and Trusts

Education:

University of Iowa College of Law
Juris Doctor, 2013

University of Miami
Bachelor's Degree, Journalism & Political Science, 2010
Magna Cum Laude

References

Lindsey Baughman, Warren County Zoning Administrator, 301 N Buxton Street, Indianola, IA 50125.
Phone: 515-961-1060. E-mail: zoning@warrencountyia.org.

Lisa Seddon, Human Resources Coordinator, Marion County, Iowa – Human Resources Department, 3014 E Main Street, Knoxville, IA 50138
Phone: 641-828-8712. E-mail: lseddon@co.marion.ia.us

Perry Buffington, Human Resources Director, City of Mason City, 10 First Street NW, Mason City, IA 50401. Phone: 641-424-7130. E-mail: pbuffington@masoncity.net

Mark O. Lambert, City Attorney, City of Ames, 515 Clark Avenue, Ames, IA 50010.
Phone: 515-239-5146. E-mail: mlambert@city.ames.ia.us

Alan Kemp, Executive Director, Iowa League of Cities, 500 SW 7th St., Suite 101, Des Moines, IA 50309.
Phone: 515-974-5315. E-mail: alankemp@iowaleague.org

Jerry Parker, Wapello County, Chair of Wapello County Board of Supervisors, 215 N Court St., Ottumwa, IA 52501.
Phone: 641-683-4630. E-mail: jparker@wapellocounty.org

Billing

Subject to negotiation with the City, Hopkins & Huebner, P.C. proposes an hourly rate of \$165.00 per hour for shareholder attorneys, \$150.00 per hour for associate attorneys, and \$85.00 per hour for paralegals.

Hourly Fees

Shareholder Attorney	\$165.00/hr.
Associate Attorney	\$150.00/hr.
Paralegal	\$85.00/hr.
Travel	\$50.00/hr.

These rates remain in effect for the next two years. After two years, any rate changes could be negotiated. The following proposal includes all costs for labor, materials, taxes, insurance, overhead, profits and all other costs necessary to perform the work in accordance with the contract documents. Legal assistant/secretary services are not charged. Minimum hourly billing kept by all timekeepers will be increments of 0.10 (one-tenth) hours.

Reimbursable costs for the firm would be as follows: fees for court filings; subpoena and service of process fees; title opinions; express mail and delivery services, if necessitated; mileage; and court reporting.

Adequate Level of Malpractice Insurance

The firm maintains an adequate level of malpractice insurance carried, including the deductible amount, to cover comprehensive general liability, workers' compensation, and professional liability for errors and omissions. Upon selection as legal counsel for the City, Hopkins & Huebner, P.C. will provide a Certificate of Liability Insurance showing proof of insurance as requested in the proposal.

Specialized Legal Services & Availability

The availability and fee schedule for any additional and/or specialized legal services would be billed at the same rate as above mentioned on page 13 of this proposal.

Hugh Cain, Brent Hinders, Eric Updegraff, Adam Doll, and Eddie Fishman are available by telephone, cell phone, or email at all times to answer general questions and provide direction as needed whether the issues have been assigned to Hopkins & Huebner, P.C. or not. We also have the ability to meet with clients virtually via Zoom, Skype, and other video conferencing platforms.

Conflicts of Interest

City of Ottumwa has cleared the Hopkins & Huebner's conflict check procedures. However, there is an area that may present a conflict: Eddie Fishman represents a client in a criminal case that involves Ottumwa Police Department, State vs. Kyle Letts, SRIN030097.

The firm maintains a conflict protocol and client registry as required under existing ethics standards. Confidence in Hopkins & Huebner's integrity to act on behalf of its clients is central to the relationship of trust the firm has with its clients.

If you should have any comments or questions about the information provided in this proposal, please feel free to reach out to me at the information provided below:

Hugh Cain, Shareholder
Hopkins & Huebner, P.C.
2700 Grand Ave, Suite 111
Des Moines, IA 50312
Direct Phone: 515-697-4222
Email: hcain@hhlawpc.com

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- 1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
- 2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.
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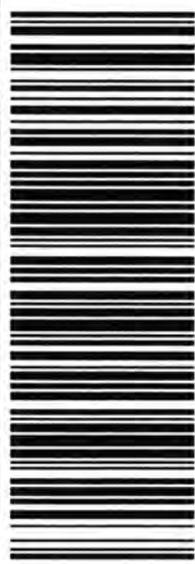
Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations. Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages. Hand the package to any UPS driver in your area.

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 DES MOINES, IA 50312

UPS Access Point™
 ADVANCE AUTO PARTS STORE #5811
 1817 UNIVERSITY AVE
 DES MOINES, IA 50314

UPS Access Point™
 NEW ORIENTAL FOOD STORE
 515 E GRAND AVE
 DES MOINES, IA 50309

FOLD HERE

<p>RACHEL M. HALVORSON 515-697-4382 HOPKINS & HUEBNER PC 2700 GRAND AVE DES MOINES IA 50312</p> <p>SHIP TO: ATTN: CITY CLERK (641) 683-0620 CITY OF OTTUMWA 105 EAST THIRD STREET OTTUMWA IA 52501-2904</p>	<p>2 LBS</p> <p>1 OF 1</p>	<p>IA 525 0-20</p> 	<p>UPS NEXT DAY AIR</p> <p>TRACKING #: 1Z 542 317 NT 9021 2726</p>		<p>BILLING: P/P ATTENTION UPS DRIVER: SHIPPER RELEASE</p> <p>Reference # 1: RFP for Legal Services</p> <p>CS 22.0.12. WNTNV50 31.0A 07/2020*</p>
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REGULAR MEETING NO. 28
Council Chambers, City Hall

September 15, 2020
5:30 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tues., March 17, 2020, which has been extended through Sept. 20, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on Sept. 20, 2020: mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following requirements: social distancing: the gathering organizer must ensure at least six feet of physical distance between each group or individual attending alone and implement reasonable measures under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

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

Meyers moved, seconded by Berg to approve the following consent agenda items: Mins. from Regular Mtg. No. 27 on Sept. 1, 2020 as presented; Recommend re-appointments of James R. Jackson and Sandi Tiegs to the Public Safety Adv. Committee, terms to expire 10/1/2023; Approve the appointments of Brittney Bachman and Danielle Leffler to the FT positions of Com. Specialists for the OPD, effective Sept. 16, 2020; Approve the promotion of Michael Sieren to Sgt. in the OPD effective Sept. 21, 2020; Approve the promotion of Jason Parmenter to Lte. in the OPD effective Sept. 21, 2020; Approve the Annual Urban Renewal Rpt. for the Westgate URA, Airport URA, Wildwood Dr/Hwy 34 URA and the Hospital Dist/Pennsylvania Ave. Corridor URA for the FY July 2020 through June 2021 for the City of Ottumwa, IA; Res. No. 206-2020, approving the Street Financial Rpt. for the FY July 2019 through June 2020 for the City of Ottumwa, IA; Res. No. 207-2020, approving the contract, bond, and cert. of insurance for the Milner St. Multi-Use Trail Project; Beer and/or liquor applications for: Bubba-Q's, 1110 N. Quincy Ave.; Aldi, Inc. #73, 940 Quincy Ave.; Bridge View Center/VenuWorks, 102 Church St.; all applications pending final inspections. All ayes.

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

City Admin. Rath provided an update on the RFP for Legal Services for the City; received proposals from four law firms; looking at Oct. 6, 2020 for presentation from top two firms and Q&A for Council.

Mayor Lazio inquired if there was anyone from the audience who wished to address an item on the agenda. Keith Lewis, with BCS, would like to speak about Item H-3 when it is discussed.

Meyers moved, seconded by Dalbey to approve the fees for usage of the Rodeo Area in the Ottumwa Park as passed by the Ottumwa Parks Adv. Brd to establish a fee of \$150 per day with a \$100 deposit to go into effect immediately. All ayes.

This was the time, place and date set for a public hearing on Ord. No. 3176-2020, amending the Code of Ord. by changing the zoning classification on property located at 1102 Jay, 1104 Jay and 706 Morrell from C-3 Commercial Mixed-Use Dist. to C-1 Neighborhood Commercial Dist. in the City of Ottumwa, Wapello County, IA. Dir. of Hlth. Insp. & Planning Flanagan reported currently these properties are existing non-conforming uses as duplex apartments; the C-3 zoning category does not permit duplexes or single-family uses; the owner is pursuing a subdivision and needs to first correct the existing non-conformance; rezoning from C-3 to C-1 is a downzoning to a less intensive zoning category and will not have adverse effects on the surrounding development. No objections were received. Dalbey moved, seconded by Roe to close the public hearing. All ayes.

Meyers moved, seconded by Stevens to pass the first consideration of Ord. No. 3176-2020, amending the Code of Ord. by changing the zoning classification on property located at 1102 Jay, 1104 Jay and 706 Morrell from C-3 Commercial Mixed-Use Dist. to C-1 Neighborhood Commercial Dist. in the City of Ottumwa, Wapello County, IA. All ayes.

Dalbey moved, seconded by Roe to waive the second and third considerations, pass and adopt Ord. No. 3176-2020. All ayes.

Roe moved, seconded by Dalbey that Res. No. 193-2020, awarding the WPCF Concrete Repairs Project to Hymbaugh Construction of Creston, IA, in the amount of \$84,670, be passed and adopted. Four bids were received. All ayes.

Stevens moved, seconded by Meyers that Res. No. 204-2020, fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, IA, totaling \$3,863.40, be passed and adopted. All ayes.

Roe moved, seconded by Meyers to table Res. No. 205-2020, accepting the proposal from Sparta Waste Services of Urbandale, IA for the collection of noncommercial trash, recyclables, bulky items and yard waste within the City of Ottumwa, IA beginning July 4, 2021; and schedule a public mtg. in which we can have further discussion on this item and make a more knowledgeable decision on it. Dir. of Hlth. Insp. & Planning Flanagan reported an evaluation committee met with both companies on 9/2/2020; Sparta Waste Services had a total of 556 points and Bridge City Sanitation totaled 414 points. Keith Lewis with Bridge City Sanitation and Tony Colosimo with Sparta Waste Services both presented stmts. to Council. Vote taken: Ayes: Stevens, Meyers, Berg, Dalbey, Roe. Nays: None. Motion to table Res. No. 205-2020 passed.

Meyers moved, seconded by Dalbey that Res. No. 208-2020, approving CO No. 8 in the amount of \$2,410.42 for the Main St. (Downtown Streetscape) Reconstruction Project, be passed and adopted. All ayes.

Roe moved, seconded by Dalbey that Res. No. 209-2020, approving CO No. 1 in the amt. of \$2,343 and accepting the work as final and complete and approving the final pay req. for the 2020 RFP#1 - City Hall Driveway Widening Project, be passed and adopted. All ayes.

Berg moved, seconded by Dalbey that Res. No. 210-2020, approving the replacement of the Water Pressure Gov. and Msg. Panel on the 2003 American LaFrance Pumper Truck for an est. price of \$11,125, be passed and adopted. PW Dir. Seals reported there are three fire engines that are in need of evaluation for replacement or refurbishment but have been deferred for past funding considerations. Councilman Dalbey requested to hold a wk. session to discuss items from the Fleet Committee and future CIP projects. All ayes.

Roe moved, seconded by Berg that Res. No. 212-2020, approving CO No. 1 in the amount of \$1,320 and accepting the work as final and complete and approving the final pay request for the 2020 RFP#3 – Sewer Lateral Connection Project, be passed and adopted. All ayes.

Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. Lorraine Techel asked what items were removed from the Agenda when amended on 9/14/2020. Clerk Reinhard reported all items were removed bc they are properties that need approved by P&Z Commission prior to being disposed of by City Council (three properties and one alleyway).

There being no further business, Berg moved, seconded by Stevens that the meeting adjourn. All ayes.

Adjournment was at 6:28 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Tom X. Lazio, Mayor

Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 29
Bridge View Center, 102 Church St.

September 29, 2020
5:30 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tues., March 17, 2020, which has been extended through Oct. 18, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on Oct. 18, 2020: mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following requirements: social distancing: the gathering organizer must ensure at least six feet of physical distance between each group or individual attending alone and implement reasonable measures under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

The meeting convened at 5:30 P.M.

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

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

Mayor Lazio stated that comments will be received from the audience after the initial Q&A session.

Q&A Session to discuss proposals from Sparta Waste Services of Urbandale, IA and Bridge City Sanitation of Ottumwa, IA, for the collection of noncommercial trash, recyclables, bulky items and yard waste within the City of Ottumwa, IA, beginning July 4, 2021.

Roe moved, seconded by Dalbey to pass and adopt Res. No. 205-2020, accepting the proposal from Sparta Waste Services of Urbandale, IA for the collection of noncommercial trash, recyclables, bulky items and yard waste within the City of Ottumwa, IA beginning July 4, 2021. Ayes: Dalbey. Nays: Meyers, Berg, Roe, Stevens. Motion failed.

There being no further business, Roe moved, seconded by Berg that the meeting adjourn. All ayes.

Adjournment was at 7:56 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Tom X. Lazio, Mayor

Christina Reinhard, City Clerk

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND	001 GENERAL OPER		3902925.49	1393745.80	2509179.69	28455.86	2537635.55
TOTALS FOR FUND	002 PARKING RAMP		30926.25	792.74	30133.51	184.36	30317.87
TOTALS FOR FUND	110 ROAD USE TAX		6203739.72	316938.91	5886800.81	19730.75	5906531.56
TOTALS FOR FUND	112 EMPLOYEE BEN		376610.19	462173.00	-85562.81		-85562.81
TOTALS FOR FUND	119 EMERGENCY FU		1934.75	1934.75			
TOTALS FOR FUND	121 SALES TAX 1%		3436628.02	26735.00	3409893.02		3409893.02
TOTALS FOR FUND	122 *****						
TOTALS FOR FUND	123 AGASSI TIF D						
TOTALS FOR FUND	124 VOGEL URBAN						
TOTALS FOR FUND	125 WESTGATE TIF		5931.25	42799.85	-36868.60		-36868.60
TOTALS FOR FUND	126 AIRPORT TIF		1662.91	93652.64	-91989.73		-91989.73
TOTALS FOR FUND	127 PENNSYLVANIA						
TOTALS FOR FUND	128 WILDWOOD HWY		27.10		27.10		27.10
TOTALS FOR FUND	129 RISK MANAGEM		1055173.36	90559.14	964614.22		964614.22
TOTALS FOR FUND	131 AIRPORT FUND		295889.88	42430.44	253459.44	1870.34	255329.78
TOTALS FOR FUND	133 LIBRARY FUND		298361.66	69642.95	228718.71	1734.10	230452.81
TOTALS FOR FUND	135 CEMETERY FUN		17109.18	66315.57	-49206.39	6223.22	-42983.17
TOTALS FOR FUND	137 HAZ-MAT FUND		145938.86	10509.54	135429.32		135429.32
TOTALS FOR FUND	141 2018 UPPER S		8078.12		8078.12		8078.12
TOTALS FOR FUND	142 HOAP/HILP ES						
TOTALS FOR FUND	143 EPA BROWNFIE						
TOTALS FOR FUND	144 2013 CDBG HO						
TOTALS FOR FUND	145 DOWNTOWN REV						
TOTALS FOR FUND	146 DOWNTOWN STR		1388560.72	44934.14	1343626.58	18418.73	1362045.31
TOTALS FOR FUND	147 CDBG P-2 MAS		17628.32		17628.32		17628.32
TOTALS FOR FUND	148 2016 OWW CDB						
TOTALS FOR FUND	151 OTHER BOND P		631943.87	9333.05	622610.82		622610.82
TOTALS FOR FUND	162 SSMID DISTRI						
TOTALS FOR FUND	167 FIRE BEQUEST		18447.57		18447.57		18447.57
TOTALS FOR FUND	169 START UP/DON			165.20	-165.20		-165.20
TOTALS FOR FUND	171 RETIREE HEAL		1142600.92	106134.42	1036466.50	102.00	1036568.50
TOTALS FOR FUND	173 LIBRARY BEQU		188205.92	13906.56	174299.36	1086.03	175385.39
TOTALS FOR FUND	174 COMMUNITY DE		122421.31	22900.50	99520.81		99520.81
TOTALS FOR FUND	175 POLICE BEQUE		92879.49		92879.49	16.00	92895.49
TOTALS FOR FUND	177 HISTORIC PRE		1574.64	100.00	1474.64		1474.64
TOTALS FOR FUND	200 DEBT SERVICE		544237.03		544237.03		544237.03
TOTALS FOR FUND	301 STREET PROJE		50385.03	271761.74	-221376.71		-221376.71
TOTALS FOR FUND	303 AIRPORT PROJ		29722.00	149669.11	-119947.11		-119947.11
TOTALS FOR FUND	307 SIDEWALK & C		8927.60	19627.95	-10700.35	19330.79	8630.44
TOTALS FOR FUND	309 PARK PROJECT		50541.71	12609.41	37932.30		37932.30
TOTALS FOR FUND	311 LEVEE PROJEC		185579.36		185579.36		185579.36
TOTALS FOR FUND	313 EVENT CENTER		5057.99	761.73	4296.26		4296.26
TOTALS FOR FUND	315 SEWER CONSTR		12573188.10	210058.61	12363129.49	165928.48	12529057.97
TOTALS FOR FUND	320 WEST END FLO						
TOTALS FOR FUND	501 CEMETERY MEM						
TOTALS FOR FUND	503 CEMETERY PER		1406.00	1406.00		560.00	560.00
TOTALS FOR FUND	610 SEWER UTILIT		3235440.57	509312.12	2726128.45	29707.71	2755836.16
TOTALS FOR FUND	611 SEWER SINKIN		201833.00		201833.00		201833.00
TOTALS FOR FUND	612 STORM WATER						
TOTALS FOR FUND	613 SEWER IMPROV		3091667.00		3091667.00		3091667.00
TOTALS FOR FUND	670 LANDFILL FUN		1798157.51	210152.33	1588005.18	4196.43	1592201.61
TOTALS FOR FUND	671 LANDFILL RES		1145278.00		1145278.00		1145278.00
TOTALS FOR FUND	673 RECYCLING		154895.12	57077.16	97817.96	7076.38	104894.34
TOTALS FOR FUND	690 TRANSIT FUND		770756.68	483459.52	287297.16	6.10	287303.26
TOTALS FOR FUND	695 1015 TRANSIT						
TOTALS FOR FUND	720 BRIDGEVIEW E		209575.75	109239.59	100336.16	21118.59	121454.75
TOTALS FOR FUND	750 GOLF COURSE		25663.62	422.00	25241.62		25241.62
TOTALS FOR FUND	810 POOLED INVES		1556539.47	44373970.23	-42817430.76		-42817430.76
TOTALS FOR FUND	820 PAYROLL CLEA		2331351.13	2103280.56	228070.57	26.00	228096.57
TOTALS FOR FUND	840 EQUIPMENT PU		1469747.05		1469747.05		1469747.05
TOTALS FOR FUND	860 GROUP HEALTH		4698611.69	243833.19	4454778.50		4454778.50
TOTALS FOR ALL LISTED FUNDS			53523760.91	51572345.45	1951415.46	325771.87	2277187.33

REPORT DATE 07/31/2020
SYSTEM DATE 09/22/2020
FILES ID 0

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
AS OF 07/31/2020

PAGE 2
TIME 10:55:16
USER SC

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00100	AIA SANDBLASTING	207329	07/17/2020	4,376.65	CAPITAL IMPROVEMENTS
00198	ABC PEST CONTROL INC.	207235	07/10/2020	42.95	BLDG MAINT & REPAIR
00299	ABSOLUTE SCIENCE	207128	07/01/2020	700.00	PROGRAM SUPPLIES
00316	ACCENT WIRE-TIE	207142	07/02/2020	2,732.50	VHCL MTCE SUPPLIES
00320	ACCO	207330	07/17/2020	7,566.35	OPERATING SUPPLIES
00321	ACCO UNLIMITED CORPORATIO	207416	07/24/2020	5,777.31	CAPITAL IMPROVEMENTS
00690	AFLAC	207144	07/02/2020	1,991.16	AFLAC DEDUCTION PAYABLE
00800	AHLERS & COONEY P.C.	207236	07/10/2020	650.50	LEGAL FEES
00855	AIRGAS USA LLC	207332	07/17/2020	867.30	TOOLS & SMALL EQUIP
01296A	ALIG PLUMBING	207333	07/17/2020	365.00	BLDG MAINT & REPAIR
01700	ALLIANT ENERGY/IPL	207237	07/10/2020	92,190.21	ELECTRIC
02080	ALTORFER INC.	207146	07/02/2020	5,564.51	VHCL MTCE SUPPLIES
02592	AMERICAN BOTTLING COMPANY	207147	07/02/2020	78.80	MERCHANDISE - RESALE
03611	AMERICAN RED CROSS	207419	07/24/2020	266.00	TRAINING
03641	AMERICAN TRAFFIC SAFETY	207148	07/02/2020	280.50	STREET MAINT SUPPLIES
04953	APEX EQUIPMENT LLC	207477	07/31/2020	228.80	VHCL MTCE SUPPLIES
05668	A-TEC RECYCLING INC	207336	07/17/2020	1,161.37	HAZARDOUS WASTE DISPOSAL
05700	ATOMIC TERMITE & PEST	207337	07/17/2020	323.00	GROUND MAINT & REPAIR
05848	AUTOMATIC SYSTEMS CO	207478	07/31/2020	3,407.00	OPERATING SUPPLIES
05856	AUTO-OWNERS INSURANCE	207479	07/31/2020	1,549.00	PROPERTY INSURANCE
06006	BP	207480	07/31/2020	29.62	VHCL-FUEL
06481	BAILEY OFFICE OUTFITTERS	207238	07/10/2020	1,021.97	OFFICE SUPPLIES
07014	BARKER LEMAR COMPANIES	207239	07/10/2020	14,462.25	ENGINEERING
07885	BELZER, MARY H.	207420	07/24/2020	100.00	REFUNDS
09341	BLACKHAWK BODYSHOP AND	207240	07/10/2020	5,318.77	OTHER MAIN & REPAIR
09360	BLACK'S TIRE COMPANY LLC	207241	07/10/2020	977.95	VHCL MTCE SUPPLIES
09366	BLANK PARK ZOO	207130	07/01/2020	145.00	PROGRAM SUPPLIES
09522	WELLMARK BC & BS OF IOWA	207421	07/24/2020	18,981.80	MEDICARE PREMIUMS
09528	BLUETARP CREDIT SERVICES	207149	07/02/2020	144.99	TOOLS & SMALL EQUIP
11496	BRIDGE CITY SANITATION LL	207339	07/17/2020	149,234.30	REFUSE HAULING
11506	BRIDGE VIEW CENTER	207131	07/01/2020	109,404.79	MANAGEMENT SERVICES
12500	BUB'S TREE CARE	207482	07/31/2020	9,450.00	TREE TRIMMING
13646	CALHOUN-BURNS & ASSOC INC	207153	07/02/2020	2,112.50	ENGINEERING
13900	CALVARY BAPTIST CHURCH	207243	07/10/2020	50.00	REFUNDS
14098	ISSAC CAMPBELL VIDEO	207154	07/02/2020	70.00	TECHNOLOGY SERVICES
15760	CARROLL CONSTRUCTION SUPP	207155	07/02/2020	924.47	TOOLS & SMALL EQUIP
15788	CATERPILLAR GOLBAL SERVIC	207156	07/02/2020	4,891.40	VHCL MTCE SUPPLIES
16257	CELLEBRITE INC	207483	07/31/2020	3,700.00	TECHNOLOGY SERVICES
16300	CENTRAL IOWA FASTENERS	207157	07/02/2020	441.69	MISCELLANEOUS
16402	CENTURYLINK	207246	07/10/2020	4,168.98	TELEPHONE/IT
16403	CENTURYLINK	207343	07/17/2020	218.02	TELEPHONE/IT
17500	CHRISTNER CONTRACTING INC	207247	07/10/2020	624.00	OPERATING SUPPLIES
17620	CINTAS CORPORATION	207248	07/10/2020	315.26	SUSTENANCE SUPPLIES
17825	CITY OF OTTUMWA, CEMETERY	207158	07/02/2020	1,406.00	CASH INVESTED PASSBK SVNG
18373	THE CLEAN SWEEP	207249	07/10/2020	95.70	BLDG MAINT & REPAIR
18379	CLEMONS INC OF OTTUMWA	207250	07/10/2020	1,070.91	VHCL MTCE SUPPLIES
18825	CHRIS COBLER	207159	07/02/2020	90.13	SUSTENANCE SUPPLIES
18980	COLLECTION SERVICES	207424	07/24/2020	3,872.90	CHILD SUPPORT PAYABLE
20329	RICHARD OR KRIS CONLEY	207160	07/02/2020	320.00	SANITATION
21669	DEREK CRAFF	207161	07/02/2020	133.74	SUSTENANCE SUPPLIES
21825	CREDIT UNION	207252	07/10/2020	35,682.94	CREDIT UNION PAYABLE
21830	LORI CREECH	207162	07/02/2020	190.80	SUSTENANCE SUPPLIES
21842	CRESCENT ELECTRIC SUP CO	207253	07/10/2020	10,391.95	OTHER CAPITAL EQUIP
22112	CUES	207426	07/24/2020	3,400.00	VHCL MTCE SUPPLIES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
22457	DC CONCRETE & CONST. LLC	207487	07/31/2020	19,330.79	CONTRACTUAL SERVICES
22479	D P PLUMBING PLUS	207427	07/24/2020	1,185.00	CONTRACTUAL SERVICES
22608	DANI'S AUTO SUPPLY LLC	207166	07/02/2020	3,292.13	VHCL MTCE SUPPLIES
22626	DAN'S OVERHEAD DOORS & MO	207428	07/24/2020	2,711.00	BLDG MAINT & REPAIR
23025	BRADLEY DAVIS	207254	07/10/2020	150.96	SUSTENANCE SUPPLIES
23958	DELL MARKETING LP	207167	07/02/2020	7,133.99	SMALL OFFICE EQUIP
24325	DEMCO, INC	207347	07/17/2020	537.31	OPERATING SUPPLIES
24840	DIAMOND MOWERS INC	207256	07/10/2020	1,239.78	VHCL MTCE SUPPLIES
24951	DINO O'DELL	207132	07/01/2020	350.00	PROGRAM SUPPLIES
25390	R. D. DRENKOW & CO INC	207429	07/24/2020	4,816.46	R.D. DRENKOW/FLEX PAY
25394	DRISH CONSTRUCTION, INC.	207169	07/02/2020	267,671.32	ENGINEERING
25593	DXP ENTERPRISES, INC.	207349	07/17/2020	416.65	VHCL MTCE SUPPLIES
26050	EARL MAY SEED & NURSERY	207170	07/02/2020	35.98	GROUNDS MAINT & REPAIR
26449	RICKIE D EBELSHEISER	207171	07/02/2020	1,000.00	CONTRACTUAL SERVICES
26640	ECOSYSTEMS INC	207430	07/24/2020	63,656.00	CONTRACTUAL SERVICES
27005	ELECTRIC PUMP, INC.	207489	07/31/2020	345.00	STREET MAINT SUPPLIES
27010	ELECTRICAL ENGINEERING &	207173	07/02/2020	6,888.40	OTHER PROF SERV
27272	ELLIOTT BULK SERVICES LLC	207260	07/10/2020	7,547.59	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	207261	07/10/2020	9,169.81	STREET MAINT SUPPLIES
27480	EMAIINT ENTERPRISES LLC	207432	07/24/2020	1,188.00	OPERATING SUPPLIES
28208	EUROFINS- TEST AMERICA	207491	07/31/2020	1,701.00	LAB SUPPLIES
28208A	EUROFINS TESTAMERICA	207174	07/02/2020	7,045.13	ENGINEERING
29300	FASTENAL COMPANY	207262	07/10/2020	2,872.01	OPERATING SUPPLIES
29576	FEDEX	207492	07/31/2020	115.98	POSTAGE & SHIPPING
30145	1ST CHURCH OF THE OPEN BI	207263	07/10/2020	100.00	REFUNDS
30560	FISHER SCIENTIFIC	207493	07/31/2020	470.16	LAB SUPPLIES
31021	BRANDON FOSTER	207494	07/31/2020	50.00	REFUNDS
31302A	FRASE COMPANY LUMBER	207495	07/31/2020	74.13	OPERATING SUPPLIES
31320	FREEDOM FOR YOUTH MINISTR	207496	07/31/2020	50.00	REFUNDS
31682	GALLS LLC-DBA CARPENTER	207175	07/02/2020	8,249.57	OTHER SMALL CAPITAL
31797	GARDEN & ASSOCIATES LTD	207176	07/02/2020	47,099.75	OTHER PROF SERV
33635	GREAT WESTERN SUPPLY CO	207267	07/10/2020	1,658.02	TOOLS & SMALL EQUIP
34332	HDR ENGINEERING, INC.	207354	07/17/2020	3,190.00	ENGINEERING
34661	HALL ENGINEERING COMPANY	207355	07/17/2020	1,738.00	MISC CONTRACT WORK
34664	JOHN HALL & ASSOC. PLLC	207356	07/17/2020	7,366.00	LEGAL FEES
34900	HAMILTON PRODUCE COMPANY	207268	07/10/2020	196.54	NATURAL/PROPANE GAS
34924	JOHN HANKS	207177	07/02/2020	148.40	SUSTENANCE SUPPLIES
34966	HARDY DIAGNOSTICS	207499	07/31/2020	320.98	LAB SUPPLIES
35430	HARRISON MORELAND WEBBER	207433	07/24/2020	270.00	LEGAL FEES
36074	HAWKEYE ENVIRONMENTAL	207178	07/02/2020	250.00	CONTRACTUAL SERVICES
36149	CONNIE HAZELWOOD	207357	07/17/2020	35.00	REFUNDS
36302	HEARTLAND HUMANE SOCIETY	207358	07/17/2020	1,295.00	DOG LICENSES
36401	WILL HECKART	207359	07/17/2020	129.95	SUSTENANCE SUPPLIES
36850	HELMUTH REPAIR, INC.	207179	07/02/2020	327.30	OPERATING SUPPLIES
37286	JENY HERRERA	207180	07/02/2020	200.00	REFUNDS
37476	HILL PRODUCTIONS & MEDIA	207270	07/10/2020	104.00	ADVERT/LEGAL PUBL
37560	HINDMAN PERSON HEATING	207271	07/10/2020	300.00	BUILDING MAINTENANCE REPA
38197	HOPKINS TIRE & DETAILING	207360	07/17/2020	2,129.00	OTHER SMALL CAPITAL
39438	HY-VEE ACCOUNTS RECEIVABL	207501	07/31/2020	17.50	OTHER PROF SERV
40127	ID AMERICA	207502	07/31/2020	188.08	OFFICE SUPPLIES
40155	IDEXX DISTRIBUTION INC	207503	07/31/2020	919.12	LAB SUPPLIES
41480	ICMA RETIREMENT TRUST 457	207434	07/24/2020	2,141.52	ICMA DEF COMP PAYABLE
41505A	INWCA	207361	07/17/2020	68,992.84	INWCA TPA FEES
41600	IDEAL READY MIX	207181	07/02/2020	16,865.40	OTHER CAPITAL EQUIP

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
41920A	INDUSTRIAL CHEMICAL	207182	07/02/2020	103.00	MISC CONTRACT WORK
41925	INDUSTRIAL MEDICINE	207363	07/17/2020	160.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	207183	07/02/2020	5,286.97	CONTRACTUAL SERVICES
42160	INGRAM LIBRARY SERVICES	207273	07/10/2020	9,544.67	LIBRARY MAT-GRUBB ESTATE
42170	INLAND TRUCK PARTS & SERV	207365	07/17/2020	219.53	VHCL MTCE SUPPLIES
42950	INTERNATIONAL ASSOC OF	207507	07/31/2020	100.00	DUES & MEMBERSHIPS
43036	INTERNL CITY/COUNTY MGMT	207133	07/01/2020	1,000.00	DUES & MEMBERSHIPS
43235	INTERNATIONAL INSTITUTE	207436	07/24/2020	210.00	DUES & MEMBERSHIPS
43265	INTERSTATE BATTERY	207184	07/02/2020	121.95	VHCL MTCE SUPPLIES
43460	IOWA COMM ASSURANCE POOL	207185	07/02/2020	4,591.43	INSURANCE CLAIMS
43504A	IA DEPT NATURAL RESOURCES	207508	07/31/2020	1,275.00	PERMITS
43506	IOWA DEPT TRANSPORTATION	207437	07/24/2020	1,676.70	STREET MAINT SUPPLIES
43514	IOWA DEPT NATURAL RESOURC	207134	07/01/2020	175.00	PERMITS
43547	IOWA DIVISION OF LABOR	207186	07/02/2020	80.00	OTHER PROF SERV
43901	IOWA LEAGUE OF CITIES	207135	07/01/2020	192.00	TRAINING
43902	IOWA LEAGUE OF CITIES	207136	07/01/2020	8,862.00	DUES & MEMBERSHIPS
43999	IOWA ONE CALL	207438	07/24/2020	299.70	TELEPHONE/IT
44014	IOWA PARKS AND RECREATION	207187	07/02/2020	170.00	DUES & MEMBERSHIPS
44255	IOWA STORMWATER EDUCATION	207366	07/17/2020	4,345.00	DUES & MEMBERSHIPS
44704	IWORQ SYSTEMS INC	207274	07/10/2020	15,000.00	OFFICE EQUIPMENT
45057	J & J MOWING	207439	07/24/2020	16,858.00	WEED MOWING
45613	JEO CONSULTING GROUP INC	207440	07/24/2020	2,280.00	ENGINEERING
45905	JOE KENT'S MACHINE &	207367	07/17/2020	428.53	OPERATING SUPPLIES
45974	JOHN DEERE FINANCIAL	207441	07/24/2020	645.17	OPERATING SUPPLIES
47726	KAYSER SOIL SERVICE	207189	07/02/2020	457.20	VHCL MTCE SUPPLIES
49039	KIRKHAM MICHAEL	207368	07/17/2020	1,550.00	ENGINEERING
49042	KIRKHAM MICHAEL	207275	07/10/2020	15,404.26	INFRASTRUCTURE
49206	KLODT DOOR SERVICE LLC	207369	07/17/2020	877.00	BLDG MAINT & REPAIR
49498	TINA KNIGHT	207370	07/17/2020	50.00	REFUNDS
49687	KOHL WHOLESALE	207276	07/10/2020	4,484.98	CONCESSION - RESALE
49696	JASON KULLUM	207137	07/01/2020	225.00	PROGRAM SUPPLIES
49797	KRISTAL SPORTS	207190	07/02/2020	5,332.00	CAPITAL IMPROVEMENTS
49804D	KRONOS	207371	07/17/2020	6,250.00	OTHER CAPITAL EQUIPMENT
50620	LANGMAN CONSTRUCTION, INC	207509	07/31/2020	135,167.99	UTILITY SYSTEM
51969	LIBERTY TIRE SERVICES LLC	207442	07/24/2020	6,201.60	TIRE DISPOSAL
52110	LIGHTNING & THUNDER MINIS	207510	07/31/2020	200.00	REFUNDS
52254	LISCO	207373	07/17/2020	270.00	TECHNOLOGY SERVICES
54162	MAHASKA BOTTLING	207192	07/02/2020	166.00	MERCHANDISE - RESALE
54181	MAHER PLUMBING & HEATING	207374	07/17/2020	170.00	EQUIP REPAIR
54390	MANATT'S INC	207443	07/24/2020	6,889.40	STREET MAINT SUPPLIES
55190	MARTIN EQUIPMENT CEDAR RA	207512	07/31/2020	66.52	VHCL MTCE SUPPLIES
55195	MARTIN EQUIPMENT OF IL	207277	07/10/2020	1,656.50	VHCL MTCE SUPPLIES
55260	MARTINS FLAG COMPANY	207513	07/31/2020	265.97	OPERATING SUPPLIES
55303	JORRAK MATAUTO	207278	07/10/2020	200.00	REFUNDS
55304	MAST VINYL WINDOWS	207514	07/31/2020	1,080.00	BLDG MAINT & REPAIR
55311	MASSMUTUAL RETIREMENT SER	207444	07/24/2020	500.00	HARTFORD DEF COMP PAYABLE
55496	JONATHAN MAY	207138	07/01/2020	240.00	PROGRAM SUPPLIES
55535	SCOTT MCCARTY	207194	07/02/2020	180.00	SUSTENANCE SUPPLIES
56053	MCCLURE AND COMPANY	207195	07/02/2020	17,568.50	CAPITAL IMPROVEMENTS
56163	JASON MCDANIEL	207375	07/17/2020	180.00	SUSTENANCE SUPPLIES
57195	MCMMASTER-CARR	207515	07/31/2020	295.47	OPERATING SUPPLIES
57385	MENARDS	207281	07/10/2020	3,630.92	OPERATING SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	207445	07/24/2020	3,869.36	GROUP LIFE PREMIUMS
58500	MIDAMERICAN ENERGY CO	207283	07/10/2020	1,475.26	NATURAL GAS

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
58555	MID-IOWA SOLID WASTE	207446	07/24/2020	4,065.78	VHCL MTCE SUPPLIES
59382	MIDWEST TAPE	207516	07/31/2020	97.96	LIBRARY MAT.-JAMES ESTATE
59438	SUE MIER-HOWDESHELL	207378	07/17/2020	50.00	REFUNDS
59753	MIKES TIRE AND	207379	07/17/2020	4,638.00	VHCL MTCE SUPPLIES
60278	MSA SAFETY SALES LLC	207517	07/31/2020	341.01	OPERATING SUPPLIES
60780	MOBILE LOCKSMITH & ALARM,	207200	07/02/2020	87.00	CONTRACTUAL SERVICES
61785	MOTION INDUSTRIES	207284	07/10/2020	457.55	OPERATING SUPPLIES
62540	MTI DISTRIBUTING INC.	207519	07/31/2020	221.83	EQUIP REPAIR
62560	MUNICIPAL CODE CORP	207447	07/24/2020	229.62	ADVERT/LEGAL PUBL
62575	MUNICIPAL FIRE & POLICE	207448	07/24/2020	304,437.09	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	207380	07/17/2020	1,556.91	VHCL MTCE SUPPLIES
63032	NCL OF WISCONSIN INC	207522	07/31/2020	686.12	LAB SUPPLIES
63051	NARCOTICS ANONYMOUS	207285	07/10/2020	50.00	REFUNDS
63671	NATIONAL ASSOCIATION OF	207286	07/10/2020	55.00	DUES & MEMBERSHIPS
64400	NATIONWIDE RETIREMENT SOL	207449	07/24/2020	3,270.00	NRS-NATION RETIRE SOL
64677	NEAPOLITAN LABS LLC	207139	07/01/2020	1,000.00	OTHER PROF SERV
64677A	NEAPOLITAN LABS LLC	207288	07/10/2020	100.00	OTHER PROF SERV
65489	NICHOLS EQUIPMENT LLC	207202	07/02/2020	2,233.30	OPERATING SUPPLIES
65985	NORSOLV SYSTEMS ENVIRONM	207450	07/24/2020	178.95	OPERATING SUPPLIES
66001	NORRIS ASPHALT PAVING INC	207451	07/24/2020	7,286.55	STREET MAINT SUPPLIES
66561	OFFICIAL PEST CONTROL	207381	07/17/2020	55.00	OPERATING SUPPLIES
66730	OHARA HARDWARE	207526	07/31/2020	2,667.66	GROUND MAINT & REPAIR
67058	ONSITE SERVICE SOLUTIONS	207206	07/02/2020	2,518.50	CONTRACTUAL SERVICES
67098	O'REILLY AUTOMOTIVE	207207	07/02/2020	286.96	VHCL MTCE SUPPLIES
67101	OTC BRANDS INC	207208	07/02/2020	325.43	PROGRAM SUPPLIES
67601	O-TOWN RECOVERY	207452	07/24/2020	50.00	REFUNDS
67759	OTTUMWA COMMUNITY SCHOOLS	207209	07/02/2020	125.92	OFFICE SUPPLIES
68000	OTTUMWA COURIER	207382	07/17/2020	4,958.17	ADVERT/LEGAL PUBL
68001	OTTUMWA COURIER	207140	07/01/2020	585.36	BOOKS FILMS RECORDING/ART
68248A	OTTUMWA MUNICIPAL BAND	207210	07/02/2020	201.83	OPERATING SUPPLIES
68556	OTTUMWA NAPA	207211	07/02/2020	1,647.64	VHCL MTCE SUPPLIES
68560	OTTUMWA PRINTING, INC.	207292	07/10/2020	638.00	PRINTING
68588	OTTUMWA REGIONAL HEALTH	207212	07/02/2020	3,290.00	WELLNESS PROGRAM
68626	OTTUMWA SCALE SERVICE	207453	07/24/2020	247.00	OPERATING SUPPLIES
69040	OTTUMWA WATER AND HYDRO	207293	07/10/2020	13,337.84	BILLING FEES-WW
69259	KATLYN OVERTURF	207294	07/10/2020	90.00	TRAVEL & CONFERENCE
69688	DIXIE L PARKER	207295	07/10/2020	1,400.00	JANITORIAL
70169	PARTSMaster	207296	07/10/2020	62.17	MISCELLANEOUS
70610	PAYMENT REMITTANCE CENTER	207386	07/17/2020	5,719.92	TRAVEL & CONFERENCE
71515	PETTY CASH/CEMETERY	207297	07/10/2020	36.24	OPERATING SUPPLIES
71595	PETTY CASH/LANDFILL	207387	07/17/2020	8.70	POSTAGE & SHIPPING
71690	PETTY CASH/WPCF	207213	07/02/2020	19.46	POSTAGE & SHIPPING
71950	PIERCE CONST & FENCE CO L	207455	07/24/2020	75.00	OPERATING SUPPLIES
72035	PIPESTONE VET CLINIC OF	207298	07/10/2020	717.00	OTHER PROF SERV
72238	PURCHASE POWER	207456	07/24/2020	2,500.00	POSTAGE & SHIPPING
72253	PPG ARCHITECTURAL FINISHE	207529	07/31/2020	1,169.37	OTHER SMALL CAPITAL
72561	PLUMB SUPPLY COMPANY-OT	207299	07/10/2020	703.93	EQUIP REPAIR
73125	POSTMASTER (CEMETERY)	207388	07/17/2020	55.00	POSTAGE & SHIPPING
73290	POWERPLAN	207389	07/17/2020	74.05	VHCL MTCE SUPPLIES
73432	PRE-APPROVED AUTO	207214	07/02/2020	112.00	MISCELLANEOUS
73926	PRODUCTIVITY PLUS ACCOUNT	207530	07/31/2020	638.38	VHCL MTCE SUPPLIES
73960	PROFESSIONAL COMPUTER	207531	07/31/2020	200.00	TECHNOLOGY SERVICES
73971	PROFESSIONAL JANITORIAL	207300	07/10/2020	2,000.00	JANITORIAL
74405	PYRAMID GRAPHICS & SPORTS	207532	07/31/2020	887.00	SUSTENANCE SUPPLIES

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
74545	QUAD CITY SAFETY INC	207533	07/31/2020	1,789.35	SUSTENANCE SUPPLIES
74626	QUALITY SERVICES CORP	207534	07/31/2020	88.13	VHCL MTCE SUPPLIES
74799	R & R INDUSTRIES, INC.	207535	07/31/2020	111.52	SUSTENANCE SUPPLIES
74955	RACOM CORPORATION	207216	07/02/2020	105.37	SUSTENANCE SUPPLIES
75901	RECORDED BOOKS INC	207301	07/10/2020	1,101.47	LIBRARY MAT.-JAMES ESTATE
75902	RECREONICS CORPORATION	207392	07/17/2020	133.80	OPERATING SUPPLIES
76321A	RELIANT FIRE APPARATUS,IN	207393	07/17/2020	215.23	VHCL MTCE SUPPLIES
76341	REPUBLICAN CENTRAL COMMIT	207218	07/02/2020	100.00	REFUNDS
77122	KATHERINE RIFENBERRY	207302	07/10/2020	102.00	RETIREE CONTRIBUTIONS
77180	RICHARD LEVI RITZ	207457	07/24/2020	163.99	SUSTENANCE SUPPLIES
77309	GAIL ROBERTS	207394	07/17/2020	73.96	OFFICE SUPPLIES
77521	ROEMERMAN, KYLE	207458	07/24/2020	100.00	REFUNDS
77980	ROUSH TREE SERVICE INC	207219	07/02/2020	3,899.00	OTHER SMALL CAPITAL
78105	ROYAL PORTABLE TOILETS	207303	07/10/2020	512.00	SANITATION
78279	S & L ALL SEASON	207537	07/31/2020	247.44	TOOLS & SMALL EQUIP
78718	SANDRY FIRE SUPPLY LLC	207395	07/17/2020	1,158.40	TOOLS & SMALL EQUIP
79298	SCHOLASTIC INC.	207396	07/17/2020	737.80	PROGRAM SUPPLIES
79358	SCHUMACHER ELEVATOR CO	207304	07/10/2020	484.18	BLDG MAINT & REPAIR
79970	LARRY SEALS	207305	07/10/2020	180.00	SUSTENANCE SUPPLIES
80797	SHARPS COMPLIANCE, INC.	207539	07/31/2020	228.72	TOOLS & SMALL EQUIP
81360	SHERWIN WILLIAMS	207306	07/10/2020	390.78	STREET MAINT SUPPLIES
81367	BEN SHINN TRUCKING INC	207307	07/10/2020	2,267.33	STREET MAINT SUPPLIES
81449A	SHOTTENKIRK	207308	07/10/2020	256.00	VHCL MTCE SUPPLIES
81507	SHRED-IT USA	207397	07/17/2020	125.68	OTHER PROF SERV
82135	SINCLAIR TRACTOR	207309	07/10/2020	2,189.04	VHCL MTCE SUPPLIES
82190	SKARDA EQUIPMENT COMPANY	207310	07/10/2020	11,673.40	OTHER SMALL CAPITAL
82954	MIKE SMITH	207221	07/02/2020	180.00	SUSTENANCE SUPPLIES
83100A	SNAP-ON-TOOLS	207222	07/02/2020	48.50	TOOLS & SMALL EQUIP
83880	SOUTHERN IOWA DIESEL, INC	207223	07/02/2020	100.86	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	207311	07/10/2020	75.66	ELECTRIC
85262	STATE HYGIENIC LABORATORY	207398	07/17/2020	27.00	CONTRACTUAL SERVICES
86659	SUEZ	207399	07/17/2020	2,288.20	OPERATING SUPPLIES
86661	SUEZ TREATMENT SOLUTIONS	207400	07/17/2020	3,205.24	CAPITAL IMPROVEMENTS
86970	SUPREME STAFFING INC	207312	07/10/2020	58,313.09	CONTRACT EMPLOYEES
87610	T & K ROOFING CO.	207402	07/17/2020	1,528.78	BUILDINGS
87993	DOROTHY TEAGUE	207225	07/02/2020	35.00	REFUNDS
88000	TEAMSTER LOCAL UNION 238	207461	07/24/2020	1,311.08	POLICE UNION DUES PAYABLE
88053	TECHNOLOGY SERV & SOLUTIO	207462	07/24/2020	130.00	TECHNOLOGY SERVICES
88275	TEN-FIFTEEN TRANSIT	207141	07/01/2020	407,000.00	CONTRACTUAL SERVICES
88697	THUMBS UP GIFTS & AWARDS	207313	07/10/2020	82.50	TOOLS & SMALL EQUIP
88858	TIFCO INDUSTRIES	207314	07/10/2020	451.95	TOOLS & SMALL EQUIP
89206	TRAFFIC & TRANSPORTATION	207403	07/17/2020	800.03	STREET MAINT SUPPLIES
89213	TRADEBE ENVIRONMENTAL	207315	07/10/2020	4,145.10	HAZARDOUS WASTE DISPOSAL
89306	TRANSIT WORKS	207316	07/10/2020	271.58	TOOLS & SMALL EQUIP
89462A	TREASURER STATE OF IOWA	207404	07/17/2020	6,814.00	SALES TAX PAYABLE
90230	TYR SPORT INC	207542	07/31/2020	191.10	SUSTENANCE SUPPLIES
90231	TYR SPORT INC.	207317	07/10/2020	256.32	SUSTENANCE SUPPLIES
90454	ULINE	207405	07/17/2020	479.82	OPERATING SUPPLIES
90844	U S CELLULAR	207464	07/24/2020	210.00	CONTRACTUAL SERVICES
90846	UPS	207543	07/31/2020	222.00	POSTAGE & SHIPPING
90885	UNITYPOINT CLINIC	207319	07/10/2020	252.00	EMPLOYEE PHYSICALS/TESTS
91391	UNIVERSITY OF IOWA	207407	07/17/2020	1,355.20	EMPLOYEE PHYSICALS/TESTS
91835	USA BLUE BOOK	207229	07/02/2020	1,461.19	LAB SUPPLIES
92008	VETERAN CONSTRUCTION &	207320	07/10/2020	615.17	OTHER SMALL CAPITAL

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
92555	THE VAN METER COMPANY	207321	07/10/2020	1,807.42	OPERATING SUPPLIES
92648	VEENSTRA & KIMM INC	207230	07/02/2020	83,529.59	MISCELLANEOUS
92679	VERIZON WIRELESS	207410	07/17/2020	1,151.63	TELEPHONE/IT
92923	VISION INDUSTRIAL SALES	207411	07/17/2020	477.84	VHCL MTCE SUPPLIES
93200	AARON VOSE	207467	07/24/2020	184.00	TRAVEL & CONFERENCE
94000	WALMART COMMUNITY/SYNCB	207468	07/24/2020	557.38	SUSTENANCE SUPPLIES
94235	WAPELLO CO CLERK OF COURT	207469	07/24/2020	60.00	COURT FINES
94704	WAPELLO COUNTY RECORDER	207231	07/02/2020	432.00	RECORDING & COURT FEES
94720	WAPELLO COUNTY SHERIFF	207323	07/10/2020	7,675.54	NATURAL GAS
95000	WAPELLO COUNTY UNITED WAY	207471	07/24/2020	26.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	207324	07/10/2020	43.93	WATER
95161	WASHINGTON COUNTY	207548	07/31/2020	1,136.00	PERMITS
95315	WATEROUS COMPANY	207325	07/10/2020	169.10	VHCL MTCE SUPPLIES
95368	WAYNE'S TIRE	207472	07/24/2020	1,667.52	VHCL MTCE SUPPLIES
95444	KARLA WEEKS	207233	07/02/2020	35.00	REFUNDS
95611	WELLMARK BC & BS OF IOWA	207413	07/17/2020	304,049.45	GROUP HEALTH CLAIMS
97305	WINDSTREAM	207473	07/24/2020	901.30	TELEPHONE/IT
97320	WINGER COMPANIES	207414	07/17/2020	800.00	RAMP MAINT & REPAIR
97321	WINGER SERVICE	207327	07/10/2020	230.00	OPERATING SUPPLIES
97334	WINN CORP	207551	07/31/2020	9,844.68	STREET MAINT SUPPLIES

TOTAL NUMBER OF CHECKS 639 WRITTEN TO 290 VENDORS FOR 2,690,877.41

US Treasury
 US Treasury
 Treasurer St. of Id
 IPERS
 IPERS

222,928.19 Fed & Fed W/H
 73,830.25 P/R Taxes
 45,874.00 State W/H
 32,431.72 IPERS W/H
 48,673.49 City Share

3,113,815.06

FILE! [CITY OF] **OTTUMWA**

2020 SEP 17 AM 10:10

CANVASSER & SOLICITORS REGISTRATION & APPLICATION

Name of Individual completing this application: JERRY OGDEN
And
Residing address: 508 WAVERLY AV OTTUMWA IA 52501 Date of Birth 9 26 51
Street City State Zip

Organization represented, if applicable: WORKING MANS CHRISTMAS PARTY FOR NEEDY CHILDREN
Organization's address: 508 WAVERLY AVE OTTUMWA IA 52501
No. Street City State Zip

Applicant's/Organization's phone number: 641 799 1194

Names, addresses and position of the officers of the organization:

<u>JERRY OGDEN</u> Name	<u>508 WAVERLY AVE</u> Address	<u>PRESIDENT</u> Officer Position
<u>NICOLE RACHMAN</u> Name	<u>300 W CHESTNUT</u> Address	<u>VICE PRESIDENT</u> Officer Position
_____ Name	_____ Address	_____ Officer Position

Estimated number of persons who will be directly soliciting: 25

Nature and purpose of your solicitation activities: FOR ANNUAL CHRISTMAS PARTY FOR NEEDY CHILDREN OF WAPELLO COUNTY

What method will you be using to solicit funds? (Example: direct monetary donations, sale of tags, decals, etc.) BUSINESS DONATION BUCKET DRIVE AT STORES

Where do you plan to canvass or solicit in Ottumwa? NOV 1 2020 THRU DEC 31 2020

Date(s) when you wish to conduct your activities in Ottumwa: _____

NOTE TO APPLICANT: Canvassing and soliciting shall be no earlier than 8:00 A.M. and no later than 9:00 P.M. and shall be no more than 90 days as determined by the City Council.

I do hereby certify that the above statements are true and correct. Signed this 17 day of SEPT., 20 20

Jerry Ogden
Applicant

Staff recommendation to Council: _____
Approved Denied by City Council on _____, 20____
Restrictions set by Council: _____
Number of days set by Council for applicant: _____
License Number _____ Receipt No. _____

OTTUMWA CIVIL SERVICE COMMISSION

Clerk – Health Department - Entrance Eligibility List

1. Keelie Johnson
2. Emma Ashlock
3. Kyle Smith
4. Melissa Cole
4. Debra Jarr
6. Jessica Richmond

Certified September 23, 2020

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman
Ed Wilson
Ann Youngman

OTTUMWA CIVIL SERVICE COMMISSION

Clerk – Health Department - Promotional Eligibility List

1. Sue Collier

Certified September 23, 2020

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman

Ed Wilson

Ann Youngman

City of Ottumwa - 2 11/20/20
Staff Summary

Council Meeting of: October 6, 2020

Item No. _____

Finance Department
Department

Edward Wilson
Prepared By
Kala Mulder
Department Head

[Signature]
City Administrator

Agenda Title: Authorization to change cell phone service from Verizon Wireless to AT&T Firstnet.

.....
Purpose: This authorization will allow us to migrate all compatible lines from Verizon Wireless to AT&T Firstnet. Two data lines will remain on Verizon.

Recommendation: Authorize the migration.

Discussion: We currently utilize Verizon Wireless plans without priority. Our Verizon plans throttle data after 25GB a line. Verizon has priority plans utilizing commercial wireless spectrum with network priority and preemption during emergencies. Verizon priority plans are throttled after exceeding 25GB per month for three months. Firstnet is a network dedicated to public safety users and users that support public safety. It utilizes public safety and commercial wireless spectrum with network priority and preemption during emergencies. The Firstnet plans do not throttle after 25GB. The figures below are per month without taxes and fees.

Current Verizon Plan \$1006.89
Priority Verizon Plan \$ 941.76
AT&T Firstnet Plan \$ 918.90

Source of Funds 20/21 Departments Budget

Budgeted Item Yes Budget Amendment Needed No

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

OCT-2 11:41 AM

Council Meeting of: October 6, 2020

Public Works - WPCF
Department

Ron Jacobsen
Prepared By
Darryl Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Approve the replacement of a Vaughan Chopper Pump at the WPCF.

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

RECOMMENDATION:

Approve the purchase of a new Vaughan Chopper pump from Allied Systems Inc. in Omaha, NE for the quoted price of \$9885.

DISCUSSION:

This Vaughan Pump is used to circulate the contents of the Primary Digester to keep it mixed and help prevent solids, sand, and grit from settling out in the tank. We will be setting up a preventative maintenance schedule to clean sand and grit from the digesters to extend the life of their circulation pumps. Also, the piping configuration is set up specifically for this pump, so other brands cannot be substituted without substantial cost for re-piping the connections.

This pump was purchased in 2018 and requires a complete rebuild; new seals, O-rings, impeller, cutter bar, plate, volute casing, and bearings. The rebuild cost is \$8488 with a 90 day warranty. A new pump cost \$9885 with a 1 year warranty.

WPCF budgeted \$65,000, account 610-8-815-6727 for pump replacement in FY 2021. We have \$65,000 left in that account and this will be taken out of it.

Source of Funds: Sewer Fund

Budgeted Item: YES

Budget Amendment Needed: NO



ASBESTOS REMEDIATION SPECIALISTS
1000 W. 10TH ST. SUITE 100
OTTUMWA, ILL. 62551-1000
(314) 241-1000

QUOTATION

New

DATE: May 27, 2020
TO: City of Ottumwa
SUBJECT: Vaughan Pump Replacement
RE: HE6U8CS Serial # 142493-06/18

We are pleased to offer the following repair materials for the above referenced pump.

SCOPE OF SUPPLY

- 1 EA **Vaughan Model HE6U8CS-118**
"Bare" Horizontal End Suction Chopper Pump
consisting of:
Casing and Backplate, cast ductile iron.
Impeller, Cutter Bar, Cutter Nut and Upper Cutter, cast steel, heat treated to minimum Rockwell C60.
Shaft, heat treated steel supported by rolling element bearings.
Bearings, oil bath lubricated with minimum 100,000 hour L-10 bearing life.
Bearing Housing, cast ductile iron with sight glass and bronze non-contacting labyrinth bearing isolators at each end.
Flushless Mechanical Seal, cartridge type with stainless steel housing, integral stainless steel shaft sleeve, and tungsten carbide faces.
Elastomers, Buna N
Flanges, 6" discharge & 8" inlet, ANSI Class 125.
Pump Finish: Solvent wash and coated with Tnemec Perma-Shield PL Series 431 epoxy. (Except Motor & powder coated base.)

TOTAL PRICE:
ADDER PRICE FOR HEAT TREATED CASING:

\$ 9,185
\$ 700

- Coupling**, elastomeric type by TB Woods.
- Motor Mount**, fabricated steel, piloted for self-aligning mounting of a C-face flange mounted motor.
- Base**, powder coated steel complete with lifting eyes and anchor bolt holes.

TOTAL PRICE:

\$ 1,350

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 6, 2020

Kevin C. Flanagan

Prepared By

Kevin C. Flanagan

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: Resolution NO. 197-2020 a Resolution fixing date for a public hearing on the proposal to vacate and dispose of City owned real property known as Parcel A, a portion of Wildwood Park, located on West Finley Avenue

Public hearing required if this box is checked.

RECOMMENDATION: Approve and Pass Resolution NO. 197-2020.

DISCUSSION: This resolution will vacate a portion of Wildwood Park, known as Parcel A, to Dennis R and Linda K Cottrell, who are the owners of 216 Wildwood, which is contiguous with Parcel A.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 197-2020

A RESOLUTION SETTING OCTOBER 20, 2020 AS THE PUBLIC HEARING DATE TO VACATE AND DISPOSE OF CITY-OWNED REAL PROPERTY KNOWN AS "PARCEL A", A PORTION OF WILDWOOD PARK LOCATED ON WEST FINLEY AVENUE CONTIGUOUS WITH 216 WILDWOOD DRIVE IN OTTUMWA, IOWA

WHEREAS, the City of Ottumwa is the present title holder of record to property legally described as follows:

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

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

WHEREAS, said property is contiguous to private property known as 216 Wildwood Drive; and

WHEREAS, the Ottumwa City Council has deemed it in the best interest of the City that said property be vacated and that ownership of said property should rightly be transferred to the owner of 216 Wildwood Drive; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The 20th day of October 2020, at 5:30 p.m. in the City Council Chambers on the second floor of City Hall in the City of Ottumwa, Iowa, be, and the same is hereby fixed as the time and place for a public hearing on the notice of intent to vacate said portion of Wildwood Park legally described above; and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law

APPROVED, PASSED, AND ADOPTED this 6th day of October 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

INDEX LEGEND

LOCATION: SW 1/4 OF SECTION 26-72-14, CITY OF OTTUMWA

PROPRIETOR: CITY OF OTTUMWA

REQUESTED BY: CITY OF OTTUMWA

PREPARED BY: BOBBY J. MADDALENO

COMPANY: GARDEN & ASSOCIATES, LTD.

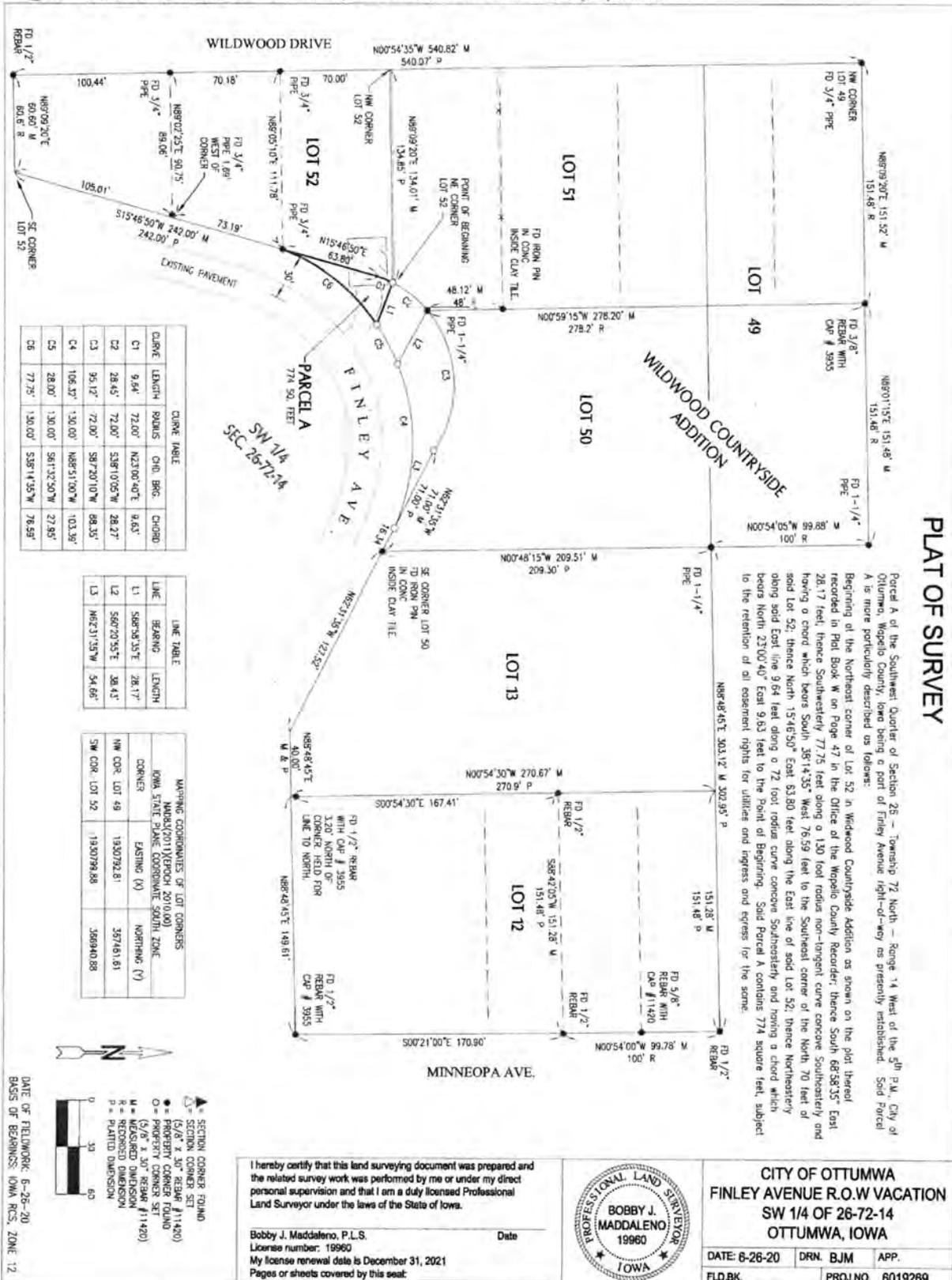
RETURN TO: P.O. BOX 451, OSKALOOSA, IOWA 52577



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE



CURVE TABLE

CURVE	LENGTH	CHD. BRG.	CHORD
C1	9.64'	N23°00'40"E	9.63'
C2	28.45'	72.00'	28.27'
C3	95.12'	S87°20'10"W	88.35'
C4	106.35'	N68°51'00"W	103.39'
C5	28.00'	130.00'	27.95'
C6	77.75'	130.00'	78.59'

LINE TABLE

LINE	BEARING	LENGTH
L1	S88°28'35"E	28.17'
L2	S87°20'35"E	28.43'
L3	N62°31'55"W	54.66'

MATCHING COORDINATES OF LOT CORNERS

IOWA STATE PLANE COORDINATE SOUTH ZONE	NORTHING (')
NW COR. LOT 49	1930792.81
SW COR. LOT 52	366940.88

DATE OF FIELDWORK: 6-26-20
DATE OF BEGINNING: IOWA R.C.S. ZONE 12

SECTION CORNER FOUND
 (5/8" x 3/8" REBAR #14X20)
 (5/8" x 3/8" REBAR #14X20)
 (5/8" x 3/8" REBAR #14X20)
 M - MEASURED DIMENSION
 R - RECORDED DIMENSION
 P - PLATTED DIMENSION

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Bobby J. Maddaleno, P.L.S. Date
 License number: 19960
 My license renewal date is December 31, 2021
 Pages or sheets covered by this seal:



CITY OF OTTUMWA
FINLEY AVENUE R.O.W VACATION
SW 1/4 OF 26-72-14
OTTUMWA, IOWA

DATE: 6-26-20 DRN. BJM APP.
 FLD.BK. PROJ.NO. 6019269

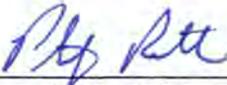
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 6, 2020

Planning & Development
Department

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



City Administrator Approval

AGENDA TITLE: Resolution NO. 198-2020 a Resolution fixing date for a public hearing on the proposal to vacate and dispose of City owned real property known as Parcel B, a portion of Wildwood Park, located on West Finley Avenue

Public hearing required if this box is checked.

RECOMMENDATION: Approve and Pass Resolution NO. 198-2020.

DISCUSSION: This resolution will vacate a portion of Wildwood Park, known as Parcel B, to Orada and Kristina Phengsiaroun, who are the owners of 218 Wildwood, which is contiguous with Parcel B.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 198-2020

A RESOLUTION SETTING OCTOBER 20, 2020 AS THE PUBLIC HEARING DATE TO VACATE AND DISPOSE OF CITY-OWNED REAL PROPERTY KNOWN AS "PARCEL B", A PORTION OF WILDWOOD PARK LOCATED ON WEST FINLEY AVENUE CONTIGUOUS WITH 218 WILDWOOD DRIVE IN OTTUMWA, IOWA

WHEREAS, the City of Ottumwa is the present title holder of record to property legally described as follows:

Parcel B of the Southwest Quarter of Section 26 – Township 72 North – Range 14 West of the 5th P.M., City of Ottumwa, Wapello County, Iowa being a part of Finley Avenue right-of-way as presently established. Said Parcel B is more particularly described as follows: Beginning at the Northeast corner of Lot 52 in Wildwood Countryside Addition as shown on the plat thereof recorded in Plat Book W on Page 47 in the Office of the Wapello County Recorder; thence Northeasterly 28.45 feet along the Southeasterly line of Lot 51 of said Wildwood Countryside Addition along a 72 foot radius curve concave Southeasterly and having a chord which bears North 38°10'05" East 28.27 feet; thence South 60°20'55" East 38.43 feet; thence Southwesterly 28.00 feet along a 130 foot radius non-tangent curve concave Southeasterly and having a chord which bears South 61°32'50" West 27.95 feet; thence North 68°58'35" West 28.17 feet to the Point of Beginning. Said Parcel B contains 849 square feet, subject to the retention of all easement rights for utilities and ingress and egress for the same.

WHEREAS, said property is contiguous to private property known as 218 Wildwood Drive; and

WHEREAS, the Ottumwa City Council has deemed it in the best interest of the City that said property be vacated and that ownership of said property should rightly be transferred to the owner of 218 Wildwood Drive; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The 20th day of October 2020, at 5:30 p.m. in the City Council Chambers on the second floor of City Hall in the City of Ottumwa, Iowa, be, and the same is hereby fixed as the time and place for a public hearing on the notice of intent to vacate said portion of Wildwood Park legally described above; and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law

APPROVED, PASSED, AND ADOPTED this 6th day of October 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

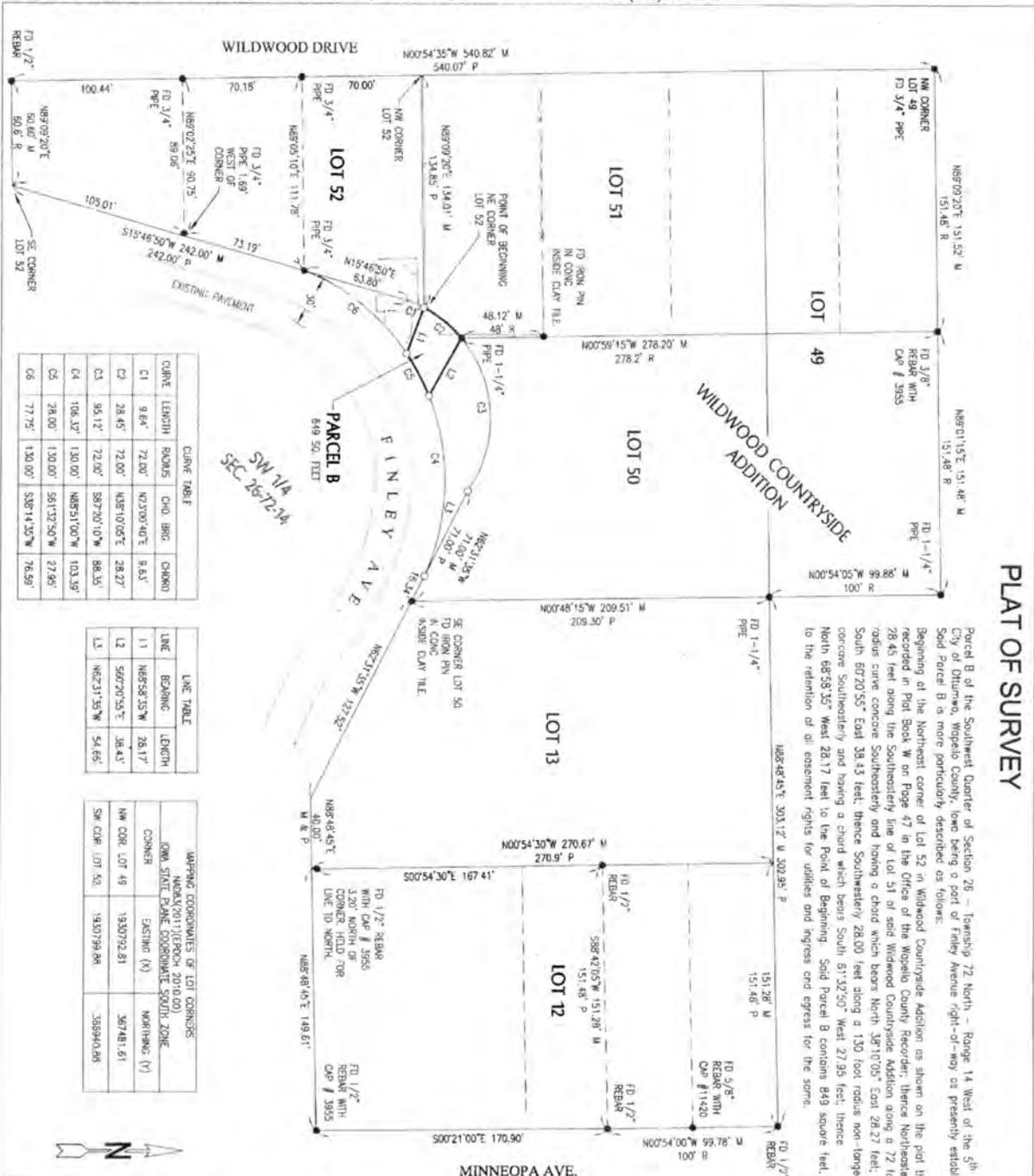
INDEX LEGEND	
LOCATION:	SW 1/4 OF SECTION 26-72-14, CITY OF OTTUMWA
PROPRIETOR:	CITY OF OTTUMWA
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	BOBBY J. MADDALENO
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

RESERVED FOR RECORDER'S USE



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHD. BRG.	CHORD
C1	9.84'	72.00'	N0709'40"E	8.63'
C2	28.45'	72.00'	N87'10'00"E	28.27'
C3	95.12'	72.00'	S87'20'10"W	88.35'
C4	106.32'	130.00'	N85'51'00"W	103.39'
C5	28.00'	120.00'	S81'32'50"W	27.95'
C6	77.75'	130.00'	S87'14'50"W	76.59'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N85'58'35"W	26.17'
L2	S89'20'55"E	38.43'
L3	N82'21'35"W	54.66'

WARNING COORDINATES OF LOT CORNERS			
MONKAL (011) (EPOCH 2010.00)			
IOWA STATE PLANE COORDINATE SOUTH ZONE			
CORNER	EASTING (N)	NORTHING (N)	
NW COR. LOT 49	1930792.81	367481.61	
SW COR. LOT 52	1930799.86	356940.86	

DATE OF FIELDWORK: 6-26-20
 BASIS OF BEARINGS: IOWA R.C.S. ZONE 12

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Bobby J. Maddaleno, P.L.S. License number: 19960
 My license renewal date is December 31, 2021
 Pages or sheets covered by this seal:



CITY OF OTTUMWA FINLEY AVENUE R.O.W VACATION SW 1/4 OF 26-72-14 OTTUMWA, IOWA		
DATE: 6-26-20	DRN: BJM	APP:
F.L.D.BK.	PROJ.NO.	6019269

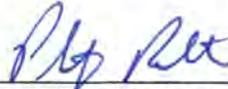
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 6, 2020

Planning & Development
Department

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



City Administrator Approval

AGENDA TITLE: Resolution NO. 199-2020 a Resolution fixing date for a public hearing on the proposal to vacate and dispose of City owned real property known as Parcel C, a portion of Wildwood Park, located on West Finley Avenue

Public hearing required if this box is checked.

RECOMMENDATION: Approve and Pass Resolution NO. 199-2020.

DISCUSSION: This resolution will vacate a portion of Wildwood Park, known as Parcel C, to Lyle and Twyla Talbert , who are the owners of 1725 West Finley Avenue, which is contiguous with Parcel C.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 199-2020

A RESOLUTION SETTING OCTOBER 20, 2020 AS THE PUBLIC HEARING DATE TO VACATE AND DISPOSE OF CITY-OWNED REAL PROPERTY KNOWN AS "PARCEL C", A PORTION OF WILDWOOD PARK LOCATED ON WEST FINLEY AVENUE CONTIGUOUS WITH 1725 WEST FINLEY AVENUE IN OTTUMWA, IOWA

WHEREAS, the City of Ottumwa is the present title holder of record to property legally described as follows:

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

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

WHEREAS, said property is contiguous to private property known as 1725 West Finley Avenue; and

WHEREAS, the Ottumwa City Council has deemed it in the best interest of the City that said property be vacated and that ownership of said property should rightly be transferred to the owner of 1725 West Finley Avenue; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The 20th day of October 2020, at 5:30 p.m. in the City Council Chambers on the second floor of City Hall in the City of Ottumwa, Iowa, be, and the same is hereby fixed as the time and place for a public hearing on the notice of intent to vacate said portion of Wildwood Park legally described above; and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law

APPROVED, PASSED, AND ADOPTED this 6th day of October 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

INDEX LEGEND

LOCATION: SW 1/4 OF SECTION 26-72-14, CITY OF OTTUMWA

PROPRIETOR: CITY OF OTTUMWA

REQUESTED BY: CITY OF OTTUMWA

PREPARED BY: BOBBY J. MADDALENO

COMPANY: GARDEN & ASSOCIATES, LTD.

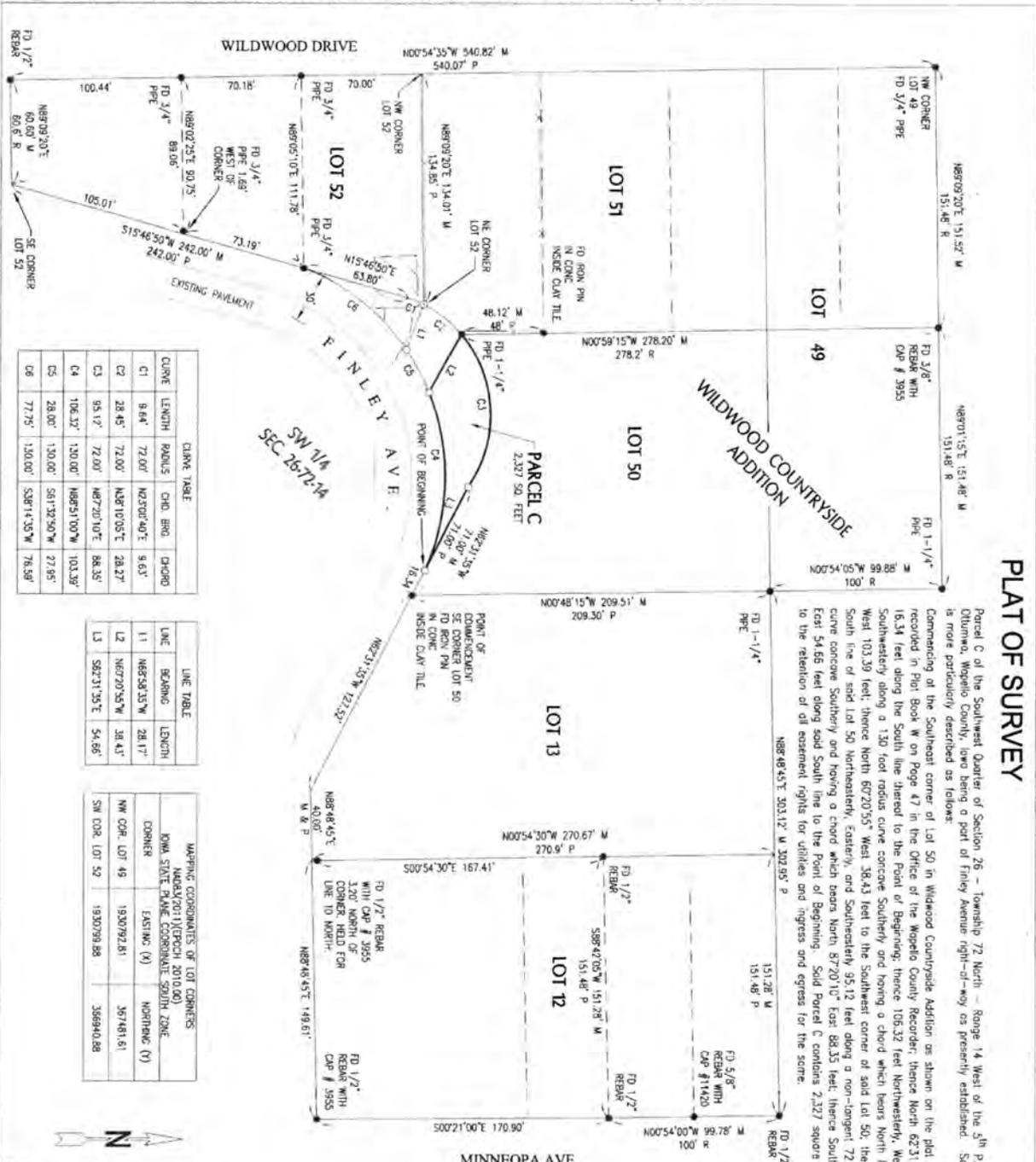
RETURN TO: P.O. BOX 451, OSKALOOSA, IOWA 52577



GARDEN & ASSOC.

P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)872-2526

RESERVED FOR RECORDER'S USE



PLAT OF SURVEY

CURVE TABLE

CURVE	LENGTH	RAIUS	CHD. BRG.	CHORD
C1	9.64'	72.00'	N25°00'40"E	9.63'
C2	28.45'	72.00'	N87°10'05"E	28.27'
C3	95.12'	72.00'	N87°20'10"E	88.35'
C4	106.32'	100.00'	N88°51'00"W	103.39'
C5	28.00'	100.00'	S81°39'50"W	27.95'
C6	77.25'	100.00'	S87°14'35"W	76.59'

LINE TABLE

LINE	BEARING	LENGTH
L1	N87°58'35"W	28.17'
L2	N67°20'55"W	38.43'
L3	S82°31'35"E	54.66'

MAPPING COORDINATES OF LOT CORNERS

MONA STATE PLANE COORDINATE SYSTEM	EASTING (X)	NORTHING (Y)
NW COR. LOT 49	1930792.81	357481.61
SW COR. LOT 52	1930799.88	356940.88

Parcel C of the Southwest Quarter of Section 26 - Township 72 North - Range 14 West of the 4th P.M. City of Ottumwa, Wapello County, Iowa being a part of Finley Avenue right-of-way as presently established. Said Parcel C is more particularly described as follows:

Commencing at the Southeast corner of Lot 50 in Wildwood Countryside Addition as shown on the plat thereof recorded in Plat Book W on Page 47 in the Office of the Wapello County Recorder; thence North 62°31'35" West 16.34 feet along the South line thereof to the Point of Beginning; thence North 106°32' feet Northwest, West, and Southwesterly along a 130 foot radius curve concave Southly; and having a chord which bears North 88°51'00" West 103.39 feet; thence North 87°20'55" West 38.43 feet to the Southwest corner of said Lot 50; thence along the South line of said Lot 50 Northwesterly, Eastern, and Southwesterly 95.12 feet along a non-tangent 72 foot radius curve concave Southly and having a chord which bears North 87°20'10" East 88.35 feet; thence South 62°31'35" East 54.66 feet along said South line to the Point of Beginning. Said Parcel C contains 2,227 square feet, subject to the retention of all easement rights for utilities and ingress and egress for the same.

DATE OF FIELDWORK: 6-26-20
BASIS OF BEARINGS: IOWA R.S., ZONE 12

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Bobby J. Maddaleno, P.L.S. Date
License number: 19960
My license renewal date is December 31, 2021
Pages or sheets covered by this seal:



CITY OF OTTUMWA
FINLEY AVENUE R.O.W VACATION
SW 1/4 OF 26-72-14
OTTUMWA, IOWA

DATE: 6-26-20 DRN. BJM APP.
FLD.BK. PROJ.NO. 6019269

FILE

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 6, 2020

Kevin C. Flanagan

Prepared By

Kevin C. Flanagan

Department Head

Planning & Development

Department

City Administrator Approval

AGENDA TITLE: Resolution NO. 214-2020 a Resolution fixing date for a public hearing on the proposal to vacate and dispose of City Alley lying between and adjoining lots 18,19, and 20 in Highland Park Addition and rescinding Resolution NO.195-2020

Public hearing required if this box is checked.

RECOMMENDATION: Approve and Pass Resolution NO. 214-2020.

DISCUSSION: This resolution will vacate the eastern portion of the City alley contiguous with and to the south of 1206 West Highland Avenue to Aaron Barnett (1206 owner). He will be acquiring the other contiguous parcel along this portion of alley from tax sale certificate, as well. Public Works and Engineering have approved of this vacation. The vacation public hearing is set for October 20, 2020.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 214-2020

A RESOLUTION SETTING OCTOBER 20, 2020 AS THE PUBLIC HEARING DATE TO VACATE AND DISPOSE OF CITY-OWNED REAL PROPERTY KNOWN AS A CITY ALLEY LYING BETWEEN AND ADJOINING LOTS 18, 19, AND 20 IN HIGHLAND PARK ADDITION AND RECINDING RESOLUTION 195-2020, IN OTTUMWA, IOWA

WHEREAS, the City of Ottumwa is the present title holder of record to property legally described as follows:

That portion of the alley lying between and adjoining Lots 18, 19 and 20 in Highland Park Addition to the City of Ottumwa, Wapello County, Iowa, more particularly described as follows:

Beginning at the Southeast corner of said Lot 19; thence West along the South line of said Lot 19 and Lot 20 to the Southwest corner of said Lot 20; thence South to the Northwest corner of said Lot 18; thence East along the North line of said Lot 18 to the Northeast corner thereof; thence North to the Point of Beginning.

WHEREAS, said property is contiguous to private property known as 1206 West Highland Avenue; and

WHEREAS, the Ottumwa City Council has deemed it in the best interest of the City that said property be vacated and that ownership of said property should rightly be transferred to the owner of 1206 West Highland; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The 20th day of October 2020, at 5:30 p.m. in the City Council Chambers on the second floor of City Hall in the City of Ottumwa, Iowa, be, and the same is hereby fixed as the time and place for a public hearing on the notice of intent to vacate said portion of City Alley legally described above; and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law

APPROVED, PASSED, AND ADOPTED this 6th day of October

.....
2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

PUBLIC NOTICE

NOTICE OF PUBLIC HEARING NOTICE OF INTENT TO VACATE CITY OWNED REAL PROPERTY
KNOWN AS A CITY ALLEY LYING BETWEEN AND ADJOINING LOTS 18, 19 AND 20 IN HIGHLAND
PARK ADDITION IN OTTUMWA, WAPELLO COUNTY, IOWA.

Notice is hereby given that the City Council of the City of Ottumwa, Iowa will hold a public hearing Tuesday, October 20, 2020 at 5:30 P.M. in the City Hall in the City of Ottumwa, Iowa on its intent to vacate city-owned real property described as follows:

Beginning at the Southeast corner of said Lot 19; thence West along the South line of said Lot 19 and Lot 20 to the Southwest corner of said Lot 20; thence South to the Northwest corner of said Lot 18; thence East along the North line of said Lot 18 to the Northeast corner thereof; thence North to the Point of Beginning.

All persons interested in the intent to vacate said property are invited to be present at the public hearing at 5:30 P.M. October 20, 2020 to present their objections, or arguments for the intent to vacate said property.

FOR THE CITY OF OTTUMWA, IOWA
Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 6, 2020

Christina Reinhard *cjr*

Prepared By

Christina Reinhard

Department Head

City Clerk

Department

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution No. 215-2020, authorizing the destruction of certain records according to the Code of Iowa 2017, as amended, and the Record Retention Manual for Iowa Cities.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 215-2020.

DISCUSSION: According to the Code of Iowa 2017, as amended, and the Record Retention Manual for Iowa Cities, certain records need to be kept for five (5) years or for a designated retention period based on administrative, legal and fiscal values. The attached list of records are over the required retention period as adopted and are no longer deemed necessary to retain for permanent record.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 215-2020

RESOLUTION AUTHORIZING DESTRUCTION OF CERTAIN RECORDS
ACCORDING TO THE CODE OF IOWA, 2017, AS AMENDED

WHEREAS, the Code of Iowa, 2017, as amended, allows for the destruction of certain city records that are over five years in age;

WHEREAS, all financial documents have been audited and the following records are over five years in age and no longer deemed necessary to be retained, and have served their usefulness:

Regular bank statements and checks July 1, 2014 thru June 30, 2015;
Payroll bank statements and checks July 1, 2014 thru June 30, 2015;
Payroll input and time sheets for fiscal year 2014-2015;
Accounts payable invoices for fiscal year 2014-2015;
Accounts receivable receipts for fiscal years 2013-2015
Journal Vouchers for fiscal year 2014-2015;
Budget detail sheets for fiscal year 2012-2013;
City Clerk's Office receipts for fiscal year 2014-2015;
Affidavits of publication of council minutes, expenditures, notice to bidders, public hearing notices, budget estimates, budget amendments, annual financial reports for calendar year 2015;
City Clerk's copy of camping fee receipts, Building, Sign, Electrical, Heating and Plumbing permits, cigarette permits, dog licenses, and all other city license stubs and register for fiscal year 2014-2015;
Beer/liquor applications for establishments that have been out of business over five years;
Expired miscellaneous certificates of insurance over five years in age.

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

That the aforementioned documents be destroyed under the direction of the City Clerk and Finance Accountant, in accordance with state law and the Record Retention Manual for Iowa Cities as adopted by the City Council on January 16, 2007; and

PASSED, ADOPTED and APPROVED this 6th day of October, 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Oct 6, 2020

Health & Inspections
Department

Jody Gates

Prepared By

Kevin C Flanagan

Department Head

City Administrator Approval

AGENDA TITLE: Resolution No. 216 - 2020, a resolution setting October 20, 2020 as the date of a public hearing on the disposition of City owned property described as Lots 18 and 19 in H. C. Chamber's Subdivision of Lots 26, 27, 28, 29 and 30 in M. J. Williams' Sixth Addition to the City of Ottumwa, Wapello County, Iowa

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

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

RECOMMENDATION: Pass and adopt Resolution No. 216 - 2020

DISCUSSION: The Southeast Iowa Dream Center offered the City \$125.00 for two vacant lots located in the 500 block of S. Ward, upon which to build a new dwelling. The Center is a not for profit organization. This resolution sets October 20th as the date of a public hearing to consider the offer.

Source of Funds: 151-3-342

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 216 - 2020

A RESOLUTION SETTING OCTOBER 20, 2020 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY DESCRIBED AS LOTS 18 AND 19 IN H. C. CHAMBER'S SUBDIVISION OF LOTS 26, 27, 28, 29 AND 30 IN M. J. WILLIAMS' SIXTH ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY IOWA

WHEREAS, the City of Ottumwa, is the present title holder to the above described property; and

WHEREAS, the above described property are two vacant lots; and

WHEREAS, the Southeast Iowa Dream Center offered the City \$125.00 for the lots upon which they intend to build a new dwelling; and

WHEREAS, a development agreement requiring the lots be returned if a dwelling is not constructed within 3 years will be signed.

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

That the 20th day of October 2020 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to the Southeast Iowa Dream Center for the sum of \$125.00 plus the cost of conveyance and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 6th day of October 2020.

City of Ottumwa, Iowa

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk



[CITY OF]
2000 SEP 18 PM 12:20
OTTUMWA

Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

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

Address or legal description of the property

517 S Ward St Ottumwa, Iowa 52501 - WMS 6th Add - LOT 18

WMS 6th Add - LOT 19

Buyers Name, address and phone number

Southeast Iowa Dream Center
133 W 2nd St, Ottumwa, IA 52501
641 990-0472

Dollar amount of the offer \$125

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

N/A

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

We intend to build a new house on the lot and transition the house into new ownership after the project is fully completed.

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

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

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



CITY OF
OTTUMWA

Petition No.: 5074-2020

Petitioner Information:

Name: Southeast Iowa Dream Center

Address: 133 W. 2nd Street Ottumwa, IA 52501

Phone Number: (641) 990-0472 Petition contains the required number of signatures.

Summary of Petition:

Purchase offer form to purchase vacant lot at 517 S. Ward Street to build a new house on and transition into new ownership after the project is fully complete. Offer amount/deposit \$125.

1. Engineering Department Approve Deny

Comments:

Date Dept. Initials
Required

2. Plan/Zoning/Dev. Department Approve Deny

Comments:



Date 9-21-20 Dept. Initials
Required

3. Health Department Approve Deny

Comments:



Date 9-21-20 Dept. Initials
Required

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

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

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

Jody Gates

From: Bradley Sertterh
Sent: Monday, September 21, 2020 1:57 PM
To: Jody Gates
Cc: Kevin Flanagan
Subject: Petition No. 5074-2020 - Southeast Iowa Dream Center - Purchase 517 S. Ward

Jody,
Larry S. approves the purchase of vacant lot at 517 S. Ward St. to the Southeast Iowa Dream Center. No sewer or city utilities currently run through the lot.

Thanks,

Brad Sertterh
City of Ottumwa
Engineering Department
105 E. Third St.
Ottumwa, IA. 52501
641-683-0680 Phone
641-683-0692 Fax

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 6, 2020

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals
Department Head

Pf Rt
City Administrator Approval

AGENDA TITLE: Resolution #219-2020. Approving the contract, bond, and certificate of insurance for WPCF – Concrete Repairs Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #219-2020.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Hymbaugh Construction of Creston, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the September 15, 2020 City Council Meeting in the amount of \$84,680.00.

Funding: \$ 90,000.00 WPCF Fund Balance

RESOLUTION #219-2020

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE WPCF CONCRETE REPAIRS PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Hymbaugh Construction of Creston, Iowa in the amount of \$84,680.00 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 Hymbaugh Construction of Creston, Iowa for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6th day of October, 2020

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **October 6, 2020**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Hymbaugh Construction of Creston, 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: **WPCF – Concrete Repairs** 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 April 30, 2021 and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$84,680.00** 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 _____
Title Mayor

ATTEST:

Title City Clerk

Hymbaugh Construction
Contractor
By James Hymbaugh
Title owner
Address 821 Quiet Harbor
City, State, Zip Creston IA 50801

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

James E. Hymbaugh dba Hymbaugh Construction
821 Quiet Harbor

Creston, IA 50801

OWNER:

(Name, legal status and address)

City Of Ottumwa
105 E. Third Street

Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date: 10/06/2020

Amount: \$84,680.00

Description:

(Name and location)

WPCF (Water Pollution Control) - Concrete Repairs, Ottumwa, Iowa

BOND

Date: 10/06/2020

(Not earlier than Construction Contract Date)

Amount: **\$84,680.00 EIGHTY FOUR THOUSAND SIX HUNDRED EIGHTY AND 00/100**

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

James E. Hymbaugh dba Hymbaugh Construction

Signature: 
Name
and Title:

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

(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651) 457-6842

SURETY

Company: *(Corporate Seal)*

Granite Re, Inc.

Signature: 
Name
and Title:

Zachary Pate, Attorney-in-fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
City Engineer

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____



Signature: _____
Name and Title: _____
Address: _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)
James E. Hymbaugh dba Hymbaugh Construction
821 Quiet Harbor

Creston, IA 50801

OWNER:

(Name, legal status and address)
City Of Ottumwa
105 E. Third Street

Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date: 10/06/2020

Amount: \$84,680.00

Description:

(Name and location)

WPCF (Water Pollution Control) - Concrete Repairs, Ottumwa, Iowa

BOND

Date: 10/06/2020

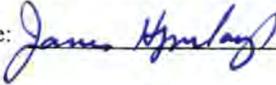
(Not earlier than Construction Contract Date)

Amount: \$84,680.00 EIGHTY FOUR THOUSAND SIX HUNDRED EIGHTY AND 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
James E. Hymbaugh dba Hymbaugh Construction

Signature: 
Name and Title:

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

SURETY

Company: *(Corporate Seal)*
Granite Re, Inc.

Signature: 
Name and Title: Zachary Pate, Attorney-in-fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651)457-6842

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
City Engineer

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.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 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

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____



Signature: _____

Name and Title: _____

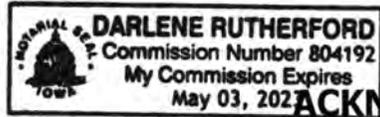
Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of Iowa)
County of Union)

On this 23rd day of September, in the year 2020, before me personally come(s) James Humburg, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.



Darlene Rutherford
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

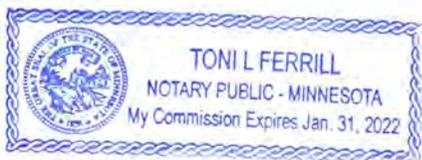
On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 6th day of October, in the year 2020, before me personally come(s) Zachary Pate, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Toni L Ferrill
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

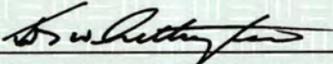
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

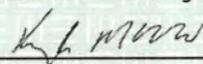
JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





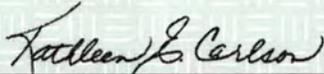
Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Kathleen E. Carlson
Notary Public

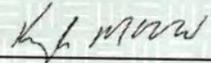
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 6th day of October, 2020.





Kyle P. McDonald, Secretary/Treasurer

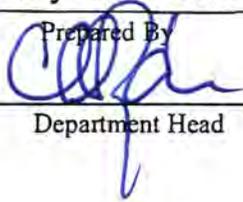
2020 SEP 28 9:23:21

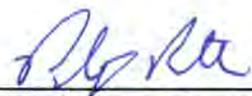
CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Oct 6, 2020

Police
Department

Mary Lou Donaldson
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Bid report to reject bid received for Contractual Janitorial Services for the Ottumwa/Wapello County Law Enforcement Center.

 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: Reject bid received for Contractual Janitorial Services for the Ottumwa/Wapello County Law Enforcement Center.

DISCUSSION: The work prescribed entails janitorial services in the Police Department spaces and shared spaces at the Law Enforcement Center on a daily, weekly, and monthly schedule plus equipment and supplies. Seven (7) bid specifications were sent out and one (1) bid was received. Due to a clerical error, one (1) bid specification was not received in a timely manner by the business in order to examine the services required by the contract. Additionally, the Specific Requirements listing the services to be performed along with the schedule for those services was not included in the bid information mailed out. The received bid was significantly higher than the budgeted amount and the current contract.

Source of Funds: 001-1-110-6409

Budgeted Item: Budget Amendment Needed:

CITY OF OTTUMWA, IOWA

PROPOSAL FOR CONTRACTUAL JANITORIAL SERVICES FOR THE
OTTUMWA/WAPELLO COUNTY LAW ENFORCEMENT CENTER.

9-7-2020
Date

TO WHOM IT MAY CONCERN:

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

1,900⁰⁰
TOTAL PRICE PER MONTH FOR OTTUMWA POLICE DEPARTMENT AREA

450⁰⁰
**TOTAL PRICE PER MONTH FOR AREA SHARED BY
OTTUMWA POLICE DEPT./WAPELLO COUNTY SHERIFF
(To be divided equally and reflected on the invoice of each entity.)**

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

Local Preference: Ordinance 2937-2004 gives a 3% preference to vendors located within the corporate City limits on bids accepted by the City.

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

DBA Dixie's Cleaning Service
Name of Company

641-777-2302
Phone Number

By Dixie Parker
Authorized Signature

9-7-2020
Date

Owner/operator
Title

FILED

2020 SEP -8 AM 9:58

CITY OF
CLEVELAND

Police - Janitorial Services

Janitorial Services

Brenda's Cleaning Service

306 South Willard St.

Ottumwa, IA 52501

641-799-4950

inof@brendascleaningservices.net

Captain Clean

1308 Albia Road

Ottumwa, Ia 52501

641-682-3413

Ecoclean

Attn: Kaitlyn

449 North Market

Ottumwa, IA 52501

Saners Professional Janitorial

14383 Copperjead Road

Ottumwa, IA 52501

641-684-6601

Service Master Solutiuons

9490 150th Avenue

Ottumwa, IA 52501

641-682-0382

Serv Pro of Ottumwa

201 Osage Drive

Ottumwa, IA 52501

641-682-0782

Dixie Parker

Dixie's Cleaning Service

2845 Oakmeadow Drive

Ottumwa, IA 52501

CONTRACT

This contract made and entered into in triplicate at Ottumwa, IA this ____ day of _____ by and between **CITY OF OTTUMWA, IA.**, hereinafter called the "OWNER" and _____ 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: **Janitorial contractor as stated in the request for proposals and signed proposal and all related addendums included as part of this contract. Contract to commence _____ . Price will be \$_____ per month.**

In the following location to wit: **Ottumwa/Wapello County Law Enforcement Center – Police Department.**

It is understood and agreed:

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 for 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 422.45 of the 2009 code of Iowa, required the contractor to pay sales or use tax on materials or equipment used or supplied during contract. 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, said payment to be made upon presentation of an invoice for aforesaid services.

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.

In addition contractor will be required to carry a Janitorial Service Bond in the amount of \$10,000.

Contractor agrees that during the term of this agreement, contractor will not disclose any information or data concerning business, law enforcement activities, or individuals involved with law enforcement activities, disclosed to or acquired by contractor as a result of contractor's action in connection with this agreement. Contractor agrees that during the entire term of this agreement, contractor and its employees and agents shall consider and keep as the private and privileged records of City, all information, data, figures, records, personnel history, and the like, and will not divulge the same to any person, firm, corporation, or any other entity, and that upon termination of this agreement, contractor and their employees and agents will continue to treat as private and privileged all information, data, figures, records, personnel history, and the like, and will not release any such information to any person, firm, corporation or other entity.

Contractor further agrees to require its employees and agents who have access to the premises to sign a written statement to the aforementioned effect, and to file said statement with the City. Violation of said agreement by the contractor or its employees or agents, is considered grounds for termination of employment by the contractor, and/or termination of this agreement by the City.

Prior to the commencement of this contract, and in connection with any change of contractor's employees who will be physically present on the City's premises, contractor shall furnish the City with a list of the employees' names, their dates of birth, and their social security numbers. A background check will be completed for all of Contractor's employees who work on said premises.

City shall have the right to approve, within the absolute discretion of the City, all such employees of the contractor prior to their work in the facility. Having an unapproved employee on the premises or doing work in the facility is grounds for immediate cancellation of this contract.

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agents and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, its 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 council, in defense of any suit arising hereunder.

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

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

CITY OF OTTUMWA

Tom X. Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

Contractor

By:

Address

Date

REQUEST FOR PROPOSALS (RFP)

The City of Ottumwa will receive proposals for contractual janitorial services for the Ottumwa/Wapello County Law Enforcement Center. Included are the areas that are occupied by only the Ottumwa Police Department and the areas shared by the Ottumwa Police Department and the Wapello County Sheriff's office. Attached is information relating to specifications of services and data to be included in the proposal.

Sealed bids will be accepted until _____ at the office of the City Clerk in City Hall in Ottumwa, Iowa.

Please enclose three (3) copies of your proposal with a breakdown of services and supplies that you will be providing.

Be sure to sign and date your proposal. By signing your proposal, you further agree to enter into a contract with the City of Ottumwa should your proposal be accepted. A copy of the contract is enclosed. If mailed, the proposals should be mailed to:

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

Envelopes must be plainly marked "**Police-Janitorial Services**".

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

The City reserves the right to accept this bid as a total package or adjust portions thereof to meet the City's needs.

For a pre-bid inspection or further information on specifications please contact Lt. Mick Hucks at 641-683-0633.

Information on bid procedures, please call Mary Cook, Purchasing Agent, at 641-683-0601.

Specific Requirements:

1. The City of Ottumwa reserves the right to reject any and all proposals received.
2. Only proposals received at the location described and in the time frame given will be given consideration.
3. The fees quoted in your proposal and included in the contract will be the maximum paid in total, unless an amendment to the contract is completed and agreed to by both parties. The fees for the shared spaces will be divided equally and will be reflected on the invoice.
4. The proposal shall be for a five year period. The City of Ottumwa will re-bid the contract at the end of the five year period. Service pricing may be changed annually, provided that such changes are submitted to the City of Ottumwa in writing by May 1, with price changes to go into effect upon agreement of both parties. Should prices be increased at this time, the City of Ottumwa will reserve the right to re-bid the janitorial service contract.

Below is a list of services to be performed and the time schedule for that service.

The "Work Week" for general cleaning shall be Monday through Friday.

Janitorial services to be completed **daily** are as follows:

Vacuum carpet.

Clean bathrooms and mirrors and clean, disinfect bathroom stools, urinals, and sinks.

Check and refill toilet paper, towel, and soap dispensers as needed.

Clean locker rooms and clean, sanitize shower stalls.

Clean, sanitize drinking fountains.

Dust mop all tile flooring.

Damp mop tile flooring in high traffic areas.

Clean break rooms, officer's area, and roll call tables and counters.

Empty all wastebaskets, replace with clean bag if needed and carry to dumpster.

Clean wall switch coverings and other finger traffic areas.

Clean spots out of carpet as needed.

Clean the inside of the office windows as needed.

Janitorial services to be performed **weekly** are as follows:

Dust offices; includes desks, counters, computer equipment, hard chairs, file cabinets, office chair legs, window ledges, and tables. Do not move or spray any papers, computer equipment, office machines, or other items.

Check walls and ceilings for cobwebs, remove.

Damp mop remaining tile floors.

Clean glass in Sergeant's office, roll call, secretary's office, and shared space.

Janitorial services to be performed **monthly** are as follows:

Sweep cement floor areas.

Dust air vents.

Dust venetian blinds.

Janitorial services to be performed **annually** are as follows:

Strip and wax tile floor.

Shampoo carpet.

The cleaning service shall provide the following materials and equipment:

Vacuum/s.

Glass cleaner, window squeegees, etc.

Dusters and dusting spray.

Mop heads, mop handles.

Mop buckets/wringers.

Basin tile cleaners/disinfectants.

Toilet disinfectants.

Jonnie mops.

Cleaners cart to carry mopbuckets and various supplies.

Wall and carpet cleaning materials.

Cleaning towels.

The following materials will be furnished by the Law Enforcement Center:

Toilet tissue.

Hand soap.

Hand towels.

Deodorizers for restrooms or otherwise.

Trash receptacle bags. To include 50/60 gallon "Heavy" gauge bags to collect and carry all trash for pickup.

A space will be provided for janitorial contractor to store supplies and equipment.

SHARED SPACES

Below is a list of services to be performed and the time schedule for that service.

The “Work Week” for general cleaning shall be Monday through Friday.

Janitorial services to be completed **daily** are as follows:

Vacuum carpet.

Clean bathrooms and mirrors and clean, disinfect bathroom stools, urinals, and sinks.

Check and refill toilet paper, towel, and soap dispensers as needed.

Clean, sanitize drinking fountains.

Dust mop all tile flooring and stairs.

Damp mop entry tile flooring and high traffic areas.

Clean dispatch area including break room and bathroom.

Clean glass at entrances and lobbies.

Empty all wastebaskets, replace with clean bag if needed and carry trash to dumpster.

Clean wall switch coverings and other finger traffic areas.

Clean spots out of carpet as needed.

Clean the inside of the office windows as needed.

Janitorial services to be completed **weekly** are as follows:

Dust chairs, tables, desks, and window ledges.

Check walls and ceilings for cobwebs, remove.

Damp mop remaining tile flooring and stairs.

Janitorial services to be completed **monthly**:

Dust air vents.

Janitorial services to be completed **annually**:

Strip and wax tile floor.

Shampoo carpets.

Janitorial services to be completed **periodically**:

Clean communications equipment room.

The cleaning service shall provide the following materials and equipment:

Vacuum/s.

Glass cleaner, window squeegees, etc.

Dusters and dusting spray.

Mop heads, mop handles.

Mop buckets/wringers.

Basin tile cleaners/disinfectants.

Toilet disinfectants.

Jonnie mops.

Cleaners cart to carry mopbuckets and various supplies.

Wall and carpet cleaning materials.

Cleaning towels.

The following materials will be furnished by the Law Enforcement Center:

Toilet tissue.

Hand soap.

Hand towels.

Deodorizers for restrooms or otherwise.

Trash receptacle bags. To include 50/60 gallon "Heavy" gauge bags to collect and carry all trash for pickup.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 6, 2020

Planning & Development
Department

Zach Simonson
Prepared By
Kevin C. Flanagan
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution No. 213-2020 WAIVING TEMPORARY USE OF SIDEWALK AND SIDEWALK CAFE PERMIT REQUIREMENTS FOR CERTAIN BUSINESSES ON MAIN STREET DURING THE STREETSCAPE RIBBON CUTTING AND SCOOP THE LOOP EVENT.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 213-2020.

DISCUSSION: One! Ottumwa has organized a Streetscape Ribbon Cutting and Scoop the Loop event for October 29, 2020. This event will celebrate the completion of the two-year and \$6 million Ottumwa Streetscape Project. The event will allow members of the community to return to a fully-accessible and, in fact, greatly-improved Downtown. Organizers are hoping the event will include a bustling atmosphere on Main Street with sidewalk sales and dining.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

This resolution will waive the requirement that business in the streetscape area obtain a permit for sidewalk sales or sidewalk dining for one day only. Businesses will still be required to preserve at least 5 feet of open space on the sidewalk for pedestrians and this waiver will not apply to any restrictions on alcohol sales and service.

RESOLUTION NO. 213-2020

A RESOLUTION WAIVING TEMPORARY USE OF SIDEWALK AND SIDEWALK CAFE PERMIT REQUIREMENTS FOR CERTAIN BUSINESSES ON MAIN STREET DURING THE STREETSCAPE RIBBON CUTTING AND SCOOP THE LOOP EVENT

WHEREAS, October 29, 2020 is a fitting date to celebrate the completion of the Ottumwa Streetscape Project; and

WHEREAS, the Ottumwa Streetscape Project was a two-year and \$6 million project to improve and beautify the 100 through 300 blocks of East Main Street to create a walkable atmosphere in Downtown Ottumwa attractive to residents and visitors; and

WHEREAS, One! Ottumwa has organized a Streetscape Ribbon Cutting and Scoop the Loop event for October 29, 2020; and

WHEREAS, the organizers hope that the event will draw members of the community Downtown for shopping, dining and entertainment; and

WHEREAS, outdoor dining and shopping provide space for social distancing and peace of mind for residents patronizing shops and restaurants during the Covid-19 public health emergency;

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

The requirements to obtain a Temporary Use of Sidewalk Permit for sidewalk sales or a Sidewalk Cafe Permit for sidewalk dining are waived for business located on the 100 through 300 blocks of East Main Street from 10am through 10pm on October 29, 2020; and

That this waiver does not permit businesses to use the sidewalk without maintaining at least five continuous feet of free space for pedestrians and nor does this waiver release businesses to serve alcohol at a sidewalk cafe without a permanent sidewalk cafe permit, beer and/or liquor license and authorization from the State of Iowa.

Passed and approved this 6th day of October, 2020.

CITY OF OTTUMWA, IOWA

BY _____
Tom Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 6, 2020

Planning & Development
Department

Zach Simonson
Prepared By
Kevin C. Flanagan
Department Head

RLS RTW
City Administrator Approval

AGENDA TITLE: Resolution No. 218-2020 Establishing Building Permit Fees for Mobile Homes in Mobile Home Parks in the City of Ottumwa, Iowa.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 218-2020

DISCUSSION: Building permit fees are calculated by using a per square foot value based on the type of use and type of construction being undertaken. These values are based on Building Valuation Data provided by the International Code Council, which writes the International Building Codes also used by the City. There is no category in these valuations that specifically addresses placing a new mobile home in a mobile home park.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

This resolution will set a valuation of \$25 per square foot on mobile homes placed in mobile home parks. That valuation would be used to calculate the permit fee based on the Building Permit Fee Table that was adopted in Res. 105-2019. For a typical 16ft by 64ft mobile home, this resolution would set the permit fee at 193.04.

This fee is comparable to the fee charged by other jurisdictions. Waukee, Iowa charges a flat \$300.00 fee. Huxley, Iowa charges a flat fee of \$200. Moreover, fees are charged, in part, to cover the time of inspectors and clerks working on a building project. This fee is appropriate to the work required, as a new mobile home does not require framing inspections and other features of a new single-family home with traditional construction, but a new mobile home does require inspection of piers, skirting and all elements of the housing code.

RESOLUTION NO. 218-2020

A RESOLUTION ESTABLISHING BUILDING PERMIT FEES FOR MOBILE HOMES IN
MOBILE HOME PARKS IN THE CITY OF OTTUMWA, IOWA

WHEREAS, the Municipal Code of the City of Ottumwa, Iowa provides for the issuance of building permits with the fee therefore to be established by resolution of the City Council; and

WHEREAS, Resolution 105-2019 established building permit fees; and

WHEREAS, Resolution 105-2019 adopted a means of calculating fees based on Building Valuation Data form the International Code Council; and

WHEREAS, Building Valuation Data does not include a category for calculating value for Mobile Homes constructed in Mobile Home Parks

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

The Building Valuation for Mobile Homes in Mobile Home Parks be set at \$25.00 per square foot and that permit fees based on that valuation be assessed according to the Building Permit Fee Table dated May 21, 2019 adopted by Resolution 105-2019.

Approved, passed and adopted this 6th of October 2020.

CITY OF OTTUMWA, IOWA

BY _____
Tom Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 6, 2020

Alicia Bankson

Prepared By

Department Head

Engineering Department

Department

City Administrator Approval

AGENDA TITLE: Resolution #220-2020. Approve Change Order #9 for the Main Street (Downtown Streetscape) Reconstruction Project.

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution #220-2020.

DISCUSSION: The design team for the Streetscape project discussed adding additional footing for future installation of sculptures after the design and letting process. It was determined that it would be more cost effective to add the footings to the current contract verses letting a second contract which would require rework including landscaping. Ottumwa Area Arts Council has committed the funding to reimburse the City for the cost of installation. The funding for the sculpture footings has been secured by the Ottumwa Area Arts Council in the amount of \$12,800.00

The second item is for the addition of trap rock in the Bio-Cells. This rock will allow vertical drainage and prevent erosion of the soil.

Change Order #9 increases the contract amount by \$12,800.00. The new contract sum is \$17,440.00.

<u>Funding:</u>	<u>Grants</u>
CDBG	\$ 800,000 50/50 City and Legacy
Water Quality	\$ 55,000
Legacy	\$1,946,000
City of Ottumwa	\$2,670,000
OWW	\$ 511,665
Ottumwa Area Arts Council	\$ 12,800
Total	\$5,995,465

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

Base bid	\$5,096,359.30	
CO 1	\$ 30,194.36	
CO 2	\$ 3,987.50	
CO 3	\$ 8,139.72	
CO 4	\$ 11,885.50	
CO 5	\$ (5,123.05)	
CO 6	\$ 62,995.96	
CO 7	\$ 2,490.42	
CO 8	\$ 12,804.48	
CO 9	<u>\$ 17,440.00</u>	
New Contract Sum	\$5,241,174.19	Portzen Contract
Resident Engineer	\$ 300,000.00	Garden & Associates Contract.

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #220-2020

A RESOLUTION APPROVING CHANGE ORDER #9 FOR THE EAST MAIN
RECONSTRUCTION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Portzen Construction, Inc. of Dubuque, Iowa for the above referenced project; and

WHEREAS, Change Order #9 increases the contract amount by \$17,440.00 resulting in a new contract sum of \$5,241,174.19; and

WHEREAS, The Ottumwa Area Arts Council has obtained \$12,800.00 for sculpture footings to reimburse the City of Ottumwa for the Street Scape Project.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above-mentioned change order for this project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6th day of October, 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

Section 640
CHANGE ORDER

Project: Ottumwa Main Street

To Contractor: PORTZEN CONST.

Change Order Number: 9

The Contract is changed as follows:

	1-Oct-20
Art Footings - 8 @ \$1600 each (sculpture art installations)	<u>\$12,800.00</u>
Dresser Trap Rock for bio areas (Est. Units = 80 SY @ \$58/SY)	<u>\$4,640.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
(summaries for all listed above, are attached)	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	<u>\$17,440.00</u>

Base bid amount \$5,096,359.30

NEW PROJECT TOTAL \$5,241,174.19

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$5,096,359.30</u>
Net change by previously authorized Change Orders	<u>\$127,374.89</u>
The Contract Sum prior to this change order	<u>\$5,223,734.19</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$17,440.00</u>
The new Contract Sum including this change order	<u>\$5,241,174.19</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

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

Darryn Seals
ENGINEER
DIRECTOR OF PUBLIC WORKS

10-01-2020
DATE

PORTZEN CONST.
CONTRACTOR
Henry Heubach
BY

10-1-20
DATE
Project Manager
TITLE

Ottumwa Area Arts Council

September 22, 2020

Mr. Larry Seals,

I am writing you to inform you the Ottumwa Area Arts Council has secured funding for the sculpture footings for the Street Scape Project, in the amount of \$12,800.00. We as a council have also secured funding for the completion of the sculptures and are currently working with the artist on their concepts.

We as a council voted to approve funding and payment to the City of Ottumwa for the sculpture footings through an email vote which occurred on September 1st, 2020.

Once an invoice is issued to the Ottumwa Area Arts Council we will provide payment in full for the \$12,800.00. An invoice can be provided to myself or the President of the Ottumwa Area Arts Council, Holly Berg.

Please let me know if there are any further questions or concerns. I can be reached through email at galloway.cara@gmail.com or by phone at 515.509.3745.

We look forward to the completion of the project and the enrichment it will bring the downtown area.

With Regards,



Cara Galloway

Secretary
Ottumwa Area Arts Council

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 6, 2020

Engineering Department
Department

Alicia Bankson
Prepared By
Darryl Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #221-2020. Approve Change Order #2 for the Blake's Branch Sewer Separation Phase 8, Division 1 Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #221-2020.

DISCUSSION: Change Order #2 will provide compensation to the Contractor for removal of solid rock deposits encountered on Elm Street during construction of sanitary sewer pipe trench. Removal of the solid sedimentary/rock deposits required the continuous use of pneumatic tools for construction of the sanitary sewer trench. The cost of adjustment for the change order as requested by the City is based on negotiated unit price.

Change Order #2 increases the contract amount by \$21,037.50. The new contract sum is \$11,814,732.63.

Blake's Branch \$5,414,099 (in TIF district) Main Street
Blake's Branch \$1,568,433 (outside TIF) Birch Street
Blake's Branch \$2,502,669 (in TIF district) South of Main Street
OWW \$1,957,173

Source of Funds: TIF, LOST, RU and Sewer Funds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #221-2020

A RESOLUTION APPROVING CHANGE ORDER #2
FOR THE BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1 PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Langman Construction, Inc. of Rock Island, Illinois on March 17, 2020 for the above referenced project; and

WHEREAS, Change Order #2 increases the contract amount by \$21,037.50 resulting in a new contract sum of \$11,814,732.63;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6th day of October, 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

VEENSTRA & KIMM, INC.

3000 Westown Parkway · West Des Moines, Iowa 50266-1320

515-225-8000 · 515-225-7848(FAX) · 800-241-8000(WATS)

September 8, 2020

CHANGE ORDER NO. 2

OTTUMWA, IOWA

BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1

This change order is to provide compensation to the Contractor for removal of solid rock deposits encountered on Elm Street during construction of sanitary sewer pipe trench. Removal of the solid sedimentary/rock deposits required the continuous use of pneumatic tools for construction of the sanitary sewer trench. The cost adjustment for the change order as requested by the City is based on negotiated unit price.

Change Order No. 2 make the following modifications to the contract:

Add Item 1.67 140.25 CY of "Rock Excavation"

New Item 1.67 Description per Standard Specification Section Part 3 Excavation and Backfill, paragraph 18.5 "Rock Excavation".

The price breakdown for the changes to the scope of work listed above is as follows:

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Item 1.67	140.25 CY	\$150.00	\$21,037.50

Change Order No. 2 increases the contract amount by \$21,037.50.

Change Order No. 2 adds zero (0) days to the Project Completion Date.
Project Completion Date: November 26, 2022

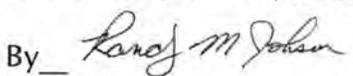
LANGMAN CONSTRUCTION, INC.

By 

Title Project Manager

Date 9/8/2020

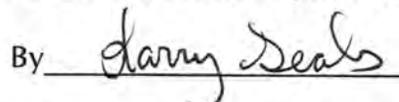
VEENSTRA & KIMM, INC.

By 

Title Project Engineer

Date September 8, 2020

CITY OF OTTUMWA, IOWA

By 

Title Director of Public Works

Date _____

ATTEST:

By _____

Title _____

Date _____

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 6, 2020

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

R. J. K.
City Administrator Approval

AGENDA TITLE: Resolution #222-2020. Approving Change Order #1 and accepting the work as final and complete for the Street Crack Repair Program 2020.

****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 #222-2020.

DISCUSSION: This project is one of our annual preventative maintenance programs and consists of sealing street cracks throughout the City of Ottumwa. The contract is set up for a specified lineal feet (LF) of crack sealing. This year's unit prices were below the estimate, and below what we have seen in previous years. Because of the excellent pricing received a Change Order was issued to increase the lineal feet of sealing performed. Approximately 18,000 additional LF of cracks were sealed while keeping the overall cost within the project budget.

Change Order #1 consists of quantity adjustments.

Original Contract Amount	\$ 22,200.00
Change Order #1	\$ <u>13,519.80</u>
New Contract Sum	\$ 35,719.80

Funding: 2020 ESRP: \$50,000.00

RESOLUTION #222-2020

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE STREET CRACK SEAL PROGRAM 2020.

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on June 16, 2020 with Wolverine Sealcoating, LLC of Jackson, Michigan for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$13,519.80 for contract quantity adjustments. The new contract sum is \$35,719.80.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Street Crack Seal Program 2020 is hereby accepted as complete and authorization to make final payment to Wolverine Sealcoating, LLC of Jackson, Michigan in the amount of \$14,629.80 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6th day of October, 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

Section 640
CHANGE ORDER

Project: HMA, PCC Street Crack Repair Program 2020 To Contractor: Wolverine Sealcoating

Change Order Number: 1

The Contract is changed as follows:

Quantity Adjustment, See Tab Sheet

\$13,519.80
<u>\$0.00</u>
Total: \$13,519.80

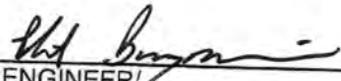
Base bid amount \$22,200.00

NEW PROJECT TOTAL \$35,719.80

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$22,200.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$22,200.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$13,519.80</u>
The new Contract Sum including this change order	<u>\$35,719.80</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

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



ENGINEER/
DIRECTOR OF PUBLIC WORKS

09-29-2020

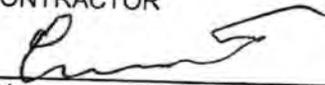
DATE

Wolverine Sealcoating

CONTRACTOR

9-28

DATE



BY

Principle Member

TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: HMA, PCC Street Crack Repair Program 2C PAY REQUEST NO. 2

FROM CONTRACTOR: Wolverine Sealcoating, LLC

PAY PERIOD: 22-Sep-20

Final

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$22,200.00
2. Net change by Change Orders	\$13,519.80
3. Contract Sum to Date (Line 1+ Line 2)	\$35,719.80
4. Total Completed and Stored to Date	\$35,719.80
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$35,719.80
7. Less Previous Payments	\$21,090.00
8. Current Payment Due	\$14,629.80

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

CONTRACTOR: Wolverine Sealcoating LLC

DATE: 9-28

BY: [Signature]

TITLE: principle member

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$14,629.80

DATE: 09-29-2020

[Signature]
ENGINEER/DIRECTOR OF PUBLIC WORKS

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 6, 2020

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals

Department Head

R. J. [Signature]
City Administrator Approval

AGENDA TITLE: Resolution #223-2020. Approving Change Order No. 2 for Rebid Final Clarifier Select Repainting Project.

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

RECOMMENDATION: Pass and adopt Resolution #223-2020.

DISCUSSION: The City Council has approved the lump sum contract in the amount of \$49,100.00 to Wilco, Inc. of Omaha, Nebraska for prepping and painting of the equipment of the north clarifier at the August 4, 2020 Council meeting. Previously approved Change Order #1 added \$7,000 to the contract amount and included changes to the project scope by deleting work associated with the perimeter effluent trough and adding sandblasting and painting the equipment of the south clarifier. Change Order #2 addresses additional costs encountered while sandblasting the steel equipment of the north clarifier. A number of exposed steel areas rusted through and required repair. While the WPCF staff mobilized to weld additional steel section to these areas, portions of the steel equipment which were previously sandblasted started to rust causing the contractor to perform a second round of sandblasting.

Change Order #2 increases the contract amount by \$3,500.00 for the additional sandblasting and project interruption for a new contract sum of \$59,600.00.

Contract Summary is as follows

Base Contract	\$49,100.00
Change Order #1	\$7,000.00
Change Order #2	\$3,500.00
Revised Contract Amount	<u>\$59,600.00</u>

Funding: \$60,000 WPCF Fund Balance

RESOLUTION #223-2020

A RESOLUTION APPROVING CHANGE ORDER #1 FOR THE REBID FINAL CLARIFIER
SELECT REPAINTING PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on August 4, 2020 with Willco, Inc., of Omaha, Nebraska for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$7,000.00 to address repainting of the north and south clarifier structures; and

WHEREAS, Change Order #2 increases the contract amount by \$3,500.00 for additional sandblasting work. The new contract sum is \$59,600.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6th day of October 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 6, 2020

Alicia Bankson

Prepared By

Larry Seals

Department Head

Engineering Department
Department

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #224-2020. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the WPCF – Gatewell Conversion Project.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution #224-2020.

DISCUSSION: This project consisted of converting gatewell structures at the ends of Market and Jefferson Streets into manholes. The gatewells are no longer authorized Combined Sewer Overflows (CSOs). This project closed off these two levee penetrations. A water tight access hatch was installed at the Jefferson Street location. The existing hatch was lower than the levee and could allow river water into the North Side Interceptor Sewer during flood events.

The contract was let when river levels were higher. Once city personnel were able to get onto the riverbed the concrete on the Market Street Gatewell was found to be deteriorated. A change order was issued to perform partial depth repairs. Change Order #1 increases the contract sum by \$14,450.00.

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

Original Contract Amount	\$35,500.00
Change Order #1	\$14,450.00
New Contract Amount	\$49,950.00
Less Previous Payments	\$33,725.00
Final Amount Due	\$16,225.00

Source of Funds: Sewer Fund Balance

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION #224-2020

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST
FOR THE WPCF – GATEWELL CONVERSION PROJECT

WHEREAS, The City Council of the City of Ottumwa, awarded a contract on November 15, 2019 with Minturn, Inc. of Brooklyn, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$14,450.00. The total new contract sum is \$49,950.00. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The WPCF – Gatewell Conversion Project is hereby accepted as complete and authorization to make final payment to Minturn, Inc. of Brooklyn, Iowa in the amount of \$16,225.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6th day of October, 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: Gatewell Conversion Project To Contractor: MINTURN INC.

Change Order Number: 1

The Contract is changed as follows:

Concrete Wall Repairs	36.5 Hours @\$300/hr	DATE
	\$3500 Fixed Costs	<u>\$10,950.00</u>
		<u>\$3,500.00</u>
		<u>\$0.00</u>
	Total:	<u>\$14,450.00</u>

Base bid amount \$35,500.00

NEW PROJECT TOTAL \$49,950.00

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$35,500.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$35,500.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$14,450.00</u>
The new Contract Sum including this change order	<u>\$49,950.00</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

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

Phil Benjamin
ENGINEER/
DIRECTOR OF PUBLIC WORKS

09-29-2020
DATE

MINTURN INC.
CONTRACTOR
[Signature]
BY

9/25/20
DATE
President
TITLE

SECTION 630
PAY ESTIMATE

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Gatewell Conversion Project

PAY REQUEST NO. 2

Final

FROM CONTRACTOR: MINTURN INC.

PAY PERIOD: 24-Sep-20

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$35,500.00
2. Net change by Change Orders	\$14,450.00
3. Contract Sum to Date (Line 1+ Line 2)	\$49,950.00
4. Total Completed and Stored to Date	\$49,950.00
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$49,950.00
7. Less Previous Payments	\$33,725.00
8. Current Payment Due	\$16,225.00

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

CONTRACTOR: Minturn, Inc.

DATE: 9/25/20

BY: 

TITLE: President

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: \$16,225.00


ENGINEER/DIRECTOR OF PUBLIC WORKS

DATE: 09-29-2020

Gateway Conversion Project

ITEM	DESCRIPTION	MINTURN INC.			EXTENSION	AS BUILT QTY	EXTENSION	QUANTITY OVER/UNDER	% OF CONTRACT
		UNIT	QTY	PRICE					
2	9/24/2020								
1	Removal of Gate from Interceptor Gateway	EA	4	\$4,000.00	\$16,000.00	4	\$0.00	100.00%	
2	Conversion of Gateway to Manhole	EA	2	\$9,000.00	\$18,000.00	2	\$0.00	100.00%	
3	Install Access Door	EA	1	\$1,500.00	\$1,500.00	1	\$0.00	100.00%	
	CO #1-Concrete Wall Repair		1	\$14,450.00	\$14,450.00	1	\$0.00		
				TOTAL	\$49,950.00				
			ASBUILT TOTAL				\$0.00		

CITY OF OTTUMWA

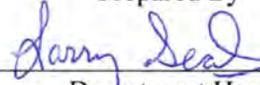
Staff Summary

**** ACTION ITEM ****

Council Meeting of: October 6, 2020

Alicia Bankson

Prepared By



Department Head

Engineering Department
Department



City Administrator Approval

AGENDA TITLE: Resolution #225-2020. Approving Change Order #1 and accept the work as final and complete and approving the Final Pay Request for the E. Alta Vista Reconstruction Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #225-2020.

DISCUSSION: The project consisted of full depth full width PCC reconstruction of East Alta Vista from 65' outside of the City Limits south westerly a distance of 1190 LF. The existing HMA pavement width varied from 22.5' to 24'. The new design adjusted the vertical profile for line of sight and widened the pavement to 26'. A new water main installation was part of the project and is being reimbursed by OWW.

Change Order #1 decreased the contract sum by \$2,928.95 for quantity adjustments.

Original Contract Amount	\$623,152.10
Change Order #1	<u>\$ (2,928.95)</u>
New Contract Amount	\$620,223.15
Less Previous Payments	<u>\$570,083.37</u>
Final Amount Due	\$ 50,139.78

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

Funding:	City of Ottumwa	Ottumwa Water	Wapello County	Engineers Est.
CIP Bonds	\$442,737.92	\$142,627.37	\$26,580.57	\$726,741
Balance from LOST				

Engineers estimate: \$726,741

Source of Funds: CIP & RU

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #225-2020

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST
E. ALTA VISTA RECONSTRUCTION PROJECT

WHEREAS, The City Council of the City of Ottumwa, entered into a contract on May 7, 2019, with Drish Construction, Inc. of Fairfield, Iowa for the above referenced project; and

WHEREAS, Change Order #1 decreased the contract amount by \$2,928.95. The total new contract sum is \$620,223.15. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The E. Alta Vista Reconstruction Project is hereby accepted as complete and authorization to make final payment to Drish Construction, Inc. of Fairfield, Iowa in the amount of \$50,139.78 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6th day of October, 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

Section 640
CHANGE ORDER

Project: East Alta Vista Reconstruction

To Contractor: DRISH CONSTRUCTION

Change Order Number: 1

The Contract is changed as follows:

Pipe Pig-for watermain
M4 Pavement for west water main tie in
Replace Failed Culvert-outside of project area
Rebar in driveways
Quantity Adjustments

DATE

\$898.15

\$1,063.75

\$2,563.35

\$3,752.04

-\$11,206.24

\$0.00

\$0.00

Total: (\$2,928.95)

Base bid amount \$623,152.10

NEW PROJECT TOTAL \$620,223.15

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$623,152.10</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$623,152.10</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$2,928.95)</u>
The new Contract Sum including this change order	<u>\$620,223.15</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

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

Larry Seals
ENGINEER/
DIRECTOR OF PUBLIC WORKS

10-01-2020
DATE

DRISH CONSTRUCTION
CONTRACTOR
Melinda Ogle
BY

10-1-2020
DATE
Project manager
TITLE

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Oct 6, 2020

Planning & Development
Department

Zach Simonson
Prepared By
Kevin C. Flanagan
Department Head

Philip Rott
City Administrator Approval

AGENDA TITLE: Ordinance No. 3175-2020 Amending the Zoning Ordinance to Bring Zoning Regulations into Compliance with the National Flood Insurance Program

Public hearing required if this box is checked.

RECOMMENDATION: Waive the second and third readings and pass and adopt Ordinance No. 3175-2020.

DISCUSSION: The City's floodplain ordinance places restrictions on development in the Special Flood Hazard Area. In order to participate in the Federal Emergency Management Administration's (FEMA) National Flood Insurance Program (NFIP), which affords property owners in the Special Flood Hazard Area the ability to purchase affordable flood insurance, the City must adopt certain restrictions by ordinance.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

FEMA is updating the Flood Insurance Rate Maps (FIRMs) that cover Wapello County and the City of Ottumwa on January 29, 2021. Before that date, the City must update its ordinance to be compliant with Paragraph 60.3(d) of the NFIP in order to participate in the program and prevent a lapse in flood insurance or an increase in flood insurance rates for Ottumwa property owners. City staff have worked with the Iowa Department of Natural Resources and used the Iowa model floodplain management ordinance to make updates to the ordinance. These updates address changes in the terminology used by FEMA for flood hazards and improve specific restrictions. All new or altered sections of the ordinance are highlighted in yellow.

The Plan and Zoning Commission unanimously recommended the Ordinance at its September 14, 2020 meeting.

ORDINANCE NO. 3175-2020

AN ORDINANCE AMENDING THE ZONING ORDINANCE #3088-2015 OF THE CITY OF OTTUMWA, IOWA, AND AS SET FORTH IN CHAPTER 38 OF THE MUNICIPAL CODE - CITY OF OTTUMWA, IOWA, BY REPEALING AND REPLACING SECTIONS 38-700 THROUGH 38-735 CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

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

Zoning Ordinance #3088-2015 of the City of Ottumwa, Iowa, and as set forth in Chapter 38 of the Municipal Code City of Ottumwa, Iowa be and the same is hereby amended as follows:

SECTION ONE

Chapter 38 is hereby amended by repealing Sections 38-700 through 38-735 and enacting the following in lieu thereof:

Sec. 38-700 - Definitions

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

Appurtenant Structure means structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Base flood means the flood having one (1) percent chance of being equaled or exceeded in any given year. (Also commonly referred to as the "100-year flood").

Base flood elevation means the elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

Basement means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Also see "lowest floor."

Development means any human-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations or storage of equipment or materials. "Development" does not include "minor projects" or "routine maintenance of existing buildings and facilities" as defined in this section. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.

Enclosed area below lowest floor means the floor of the lowest enclosed area in a building when all the following criteria are met:

1. The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of Sec. 38-706(b)(4)(a) of this Ordinance, and
2. The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and

3. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and
4. The enclosed area is not a "basement" as defined in this section.

Existing construction means any structure for which the "start of construction" commenced before the effective date of the first floodplain management regulations adopted by the community.

Existing factory-built home park or subdivision means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

Expansion of existing factory-built home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Factory-built home means any structure, designed for residential use which is wholly or in substantial part, made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this Ordinance factory-built homes include mobile homes, manufactured homes, and modular homes; and also include "recreational vehicles" which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

Factory-built home park or subdivision means a parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.

Five hundred (500) year flood means a flood, the magnitude of which has a two-tenths (0.2) percent chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every five hundred (500) years.

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

Flood Insurance Rate Map (FIRM) means the official map prepared as part of (but published separately from) the Flood Insurance Study which delineates both the flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) means a report published by FEMA for a community issued along with the community's Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.

Floodplain means any land area susceptible to being inundated by water as a result of a flood.

Floodplain management means an overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplains, including but not limited to emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, including utility and sanitary facilities, which will reduce or eliminate flood damage to such structures.

Floodway means the channel of a river or stream and those portions of the floodplains adjoining the channel, which are reasonably required to carry and discharge flood waters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one (1) foot.

Floodway fringe means those portions of the **Special Flood Hazard Area** outside the floodway.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure

Historic structure means any structure that is:

1. Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either i) an approved state program as determined by the Secretary of the Interior or ii) directly by the Secretary of the Interior in states without approved programs.

Lowest floor means the floor of the lowest enclosed area in a building including a basement **except when the criteria listed in the definition of Enclosed Area below Lowest Floor are met.**

Maximum damage potential development means **hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.**

Minor projects means small development activities (except for filling, grading and excavating) valued at less than \$500.

New construction (new buildings, factory-built home parks) means those structures or development for which the start of construction commenced on or after the effective date of the first floodplain management regulations adopted by the community.

New factory-built home park or subdivision means a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the effective date of the first floodplain management regulations adopted by the community.

Recreational vehicle means a vehicle which is:

1. Built on a single chassis;
2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

Routine maintenance of existing buildings and facilities means repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

1. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
2. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
3. Basement sealing;
4. Repairing or replacing damaged or broken window panes;
5. Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

Special Flood Hazard Area (SFHA) means the land within a community subject to the "base flood". This land is identified on the community's Flood Insurance Rate Map as Zone A, A1-30, AE, AH, AO, AR, and/or A99.

Start of construction includes substantial improvement, and means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date. The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure means anything constructed or erected on the ground or attached to the ground, including, but not limited to, buildings, factories, sheds, cabins, factory-built homes, storage tanks, grain storage facilities and/or other similar uses.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damage condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.

Substantial improvement means any improvement to a structure which satisfies either of the following criteria:

1. Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure either (i) before the "start of construction" of the improvement , or (ii) if the structure has been "substantially damaged" and is being restored, before the damage occurred.

The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of an "historic structure", provided the alteration will not preclude the structure's designation as an "historic structure".

2. Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after the effective date of the first floodplain management regulations adopted by the community shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

Variance means a grant of relief by a community from the terms of the floodplain management regulations.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

Sec. 38-701- Statutory Authority, Findings of Fact and Purpose

- (a) The Legislature of the State of Iowa has in Chapter 414, Code of Iowa, as amended, delegated the power to cities to enact zoning regulations to secure safety from flood and to promote health and the general welfare.
- (b) *Findings of Fact.*
 - (1) The flood hazard areas of the City of Ottumwa are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base all of which adversely affect the public health, safety and general welfare of the community.
 - (2) These flood losses, hazards, and related adverse effects are caused by: (i) The occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding and (ii) the cumulative effect of obstructions on the floodplain causing increases in flood heights and velocities.
 - (3) This ordinance relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the Department of Natural Resources.

- (c) *Statement of Purpose.* It is the purpose of this Ordinance to protect and preserve the rights, privileges and property of the City of Ottumwa and its residents and to preserve and improve the peace, safety, health, welfare, and comfort and convenience of its residents by minimizing those flood losses described in 38-701(b)(1) of this Ordinance with provisions designed to:
- (1) Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially.
 - (2) Restrict or prohibit uses which are dangerous to health, safety or property in times of flood or which cause excessive increases in flood heights or velocities.
 - (3) Require that uses vulnerable to floods, including public facilities which serve such uses, be protected against flood damage at the time of initial construction or substantial improvement.
 - (4) Protect individuals from buying lands which may not be suited for intended purposes because of flood hazard.
 - (5) Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.

Sec. 38-702 - General Provisions

- (a) *Lands to Which Ordinance Apply.* The provisions of this Ordinance shall apply to all lands within the jurisdiction of the City of Ottumwa shown on the Official Floodplain Zoning Map as being within the boundaries of the Floodway, Floodway Fringe, General Floodplain and Shallow Flooding (Overlay) Districts, as established in Sec. 38-704.
- (b) *Establishment of Official Floodplain Zoning Map.* The Flood Insurance Rate Map (FIRM) for Wapello County and Incorporated Areas, City of Ottumwa, Panels 19179C0183E, 0184E, 0187E, 0189E, 0191E, 0192E, 0193E, 0194E, 0215E, 0302E, 0306E, 0307, dated January 29th, 2021, which were prepared as part of the Flood Insurance Study for Wapello County, is (are) hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained with the Flood Insurance Study are also declared to be a part of this ordinance.
- (c) *Rules for Interpretation of District Boundaries.* The boundaries of the zoning district areas shall be determined by scaling distances on the Official Floodplain Zoning Map. When an interpretation is needed as to the exact location of a boundary, the Planning Director shall make the necessary interpretation. The Board of Adjustment shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Planning Director in the enforcement or administration of this Ordinance.
- (d) *Compliance.* No structure or land shall hereafter be used and no structure shall be located, extended, converted or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations which apply to uses within the jurisdiction of this Ordinance.
- (e) *Abrogation and Greater Restrictions.* It is not intended by this Ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance imposes greater restrictions, the provision of this Ordinance shall prevail. All other ordinances inconsistent with this Ordinance are hereby repealed to the extent of the inconsistency only.
- (f) *Interpretation.* In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State statutes.
- (g) *Warning and Disclaimer of Liability.* The standards required by this Ordinance are considered reasonable for regulatory purposes. This Ordinance does not imply that areas outside the designated Floodplain (Overlay) District areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the City of Ottumwa or any officer or employee

thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made there under.

- (h) *Severability.* If any section, clause, provision or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Sec. 38-703 - Administration

(a) *Appointment, Duties and Responsibilities of Local Official.*

- (1) The Planning Director is hereby appointed to implement and administer the provisions of this Ordinance and will herein be referred to as the Administrator.
- (2) Duties and responsibilities of the Administrator shall include, but not necessarily be limited to the following:
 - a. Review all floodplain development permit applications to assure that the provisions of this Ordinance will be satisfied.
 - b. Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Department of Natural Resources for floodplain construction.
 - c. Record and maintain a record of (i) the elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of all new or substantially improved buildings or (ii) the elevation to which new or substantially improved structures have been floodproofed.
 - d. Notify adjacent communities/counties and the Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.
 - e. Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this Ordinance.
 - f. Submit to the Federal Insurance Administrator an annual report concerning the community's participation, utilizing the annual report form supplied by the Federal Insurance Administrator.
 - g. Notify the Federal Insurance Administration of any annexations or modifications to the community's boundaries.
 - h. Review subdivision proposals to insure such proposals are consistent with the purpose of this ordinance and advise the Board of Adjustment of potential conflict.
 - i. Maintain the accuracy of the community's Flood Insurance Rate Maps when;
 1. Development placed within the Floodway (Overlay) District results in any of the following:
 - (i) An increase in the Base Flood Elevations, or
 - (ii) Alteration to the floodway boundary
 2. Development placed in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or
 3. Development relocates or alters the channel. Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.
 - j. Perform site inspections to ensure compliance with the standards of this Ordinance.
 - k. Forward all requests for Variances to the Board of Adjustment for consideration. Ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment.

(b) *Floodplain Development Permit.*

- (1) *Permit Required.* A Floodplain Development Permit issued by the Administrator shall be secured prior to any floodplain development (any man-made change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, filling, grading, paving, excavation, storage of materials or equipment and/or drilling operations), including the placement of factory-built homes.
- A. *Application for Permit.* Application shall be made on forms furnished by the Administrator and shall include the following:
 - a. Description of the work to be covered by the permit for which application is to be made.
 - b. Description of the land on which the proposed work is to be done (i.e., lot, block, track, street address or similar description) that will readily identify and locate the work to be done.
 - c. Location and dimensions of all structures and additions
 - d. Indication of the use or occupancy for which the proposed work is intended.
 - e. Elevation of the base flood.
 - f. Elevation (in relation to North American Vertical Datum 1988) of the lowest floor (including basement) of buildings or of the level to which a structure is to be floodproofed.
 - g. For buildings being improved or rebuilt, the estimated cost of improvements and market value of the building prior to the improvements.
 - h. Such other information as the Administrator deems reasonably necessary (e.g., drawings or a site plan) for the purpose of this Ordinance.
- B. *Action on Permit Application.* The Administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable standards of this Ordinance and shall approve or disapprove the application. For disapprovals, the applicant shall be informed, in writing, of the specific reasons therefore. The Administrator shall not issue permits for variances except as directed by the Board of Adjustment.
- C. *Construction and Use to be as Provided in Application and Plans.* Floodplain Development Permits based on the basis of approved plans and applications authorize only the use, arrangement, and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this Ordinance. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the State of Iowa, that the finished fill, building floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this Ordinance, prior to the use or occupancy of any structure.

Sec. 38-704 - Establishment of Zoning (Overlay) Districts

The floodplain areas within the jurisdiction of this ordinance are hereby divided into the following districts:

- (a) Floodway (Overlay) District (FW) - those areas identified as Floodway on the Official Floodplain Zoning Map;
- (b) Floodway Fringe (Overlay) District (FF) - those areas identified as Zone AE on the Official Floodplain Zoning Map but excluding those areas identified as Floodway;
- (c) General Floodplain (Overlay) District (GF) - those areas identified as Zone A on the Official Floodplain Zoning Map.

The boundaries shall be as shown on the Official Floodplain Zoning Map. Within these districts, all uses not allowed as Permitted Uses are prohibited unless a variance to the terms of this ordinance is granted after due consideration by the Board of Adjustment.

Section 38-705 - Floodway (Overlay) District (FW)

(a) *Permitted Uses.* All development within the Floodway District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway District.

(b) *Performance Standards.* All Floodway District uses allowed as a Permitted Use shall meet the following standards.

- (1) No development shall be permitted in the Floodway District that would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
- (2) All development within the Floodway District shall:
 - a. Be consistent with the need to minimize flood damage.
 - b. Use construction methods and practices that will minimize flood damage.
 - c. Use construction materials and utility equipment that are resistant to flood damage.
- (3) No development shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch or any other drainage facility or system.
- (4) Structures, buildings, recreational vehicles, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the Floodway Fringe District and shall be constructed or aligned to present the minimum possible resistance to flood flows.
- (5) Buildings, if permitted, shall have a low flood damage potential and shall not be for human habitation.
- (6) Storage of materials or equipment that are buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if readily removable from the Floodway District within the time available after flood warning.
- (7) Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Department of Natural Resources.
- (8) Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
- (9) Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

Sec. 38-706 - Floodway Fringe (Overlay) District FF

(a) *Permitted Uses.* All development within the Floodway Fringe District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet applicable performance standards of the Floodway Fringe District.

(b) *Performance Standards.* All development must be consistent with the need to minimize flood damage and meet the following applicable performance standards. Until a regulatory floodway is designated, no development may increase the Base Flood Elevation more than one (1) foot. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determination.

- (1) All development shall:
 - (a) Be **designed and** adequately anchored to prevent flotation, collapse or lateral movement.
 - (b) Use construction methods and practices that will minimize flood damage.
 - (c) Use construction materials and utility equipment that are resistant to flood damage.
- (2) **Residential structures**. All new or substantially improved residential structures shall have the lowest floor, including basement, elevated a minimum of one (1) foot above the **base flood elevation**. Construction shall be upon compacted fill which shall, at all points, be no lower than 1.0 ft. above the **base flood elevation** and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers **or extended foundations**) may be where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding.

All new residential structures located in areas that would become isolated due to flooding of surrounding ground shall be provided with a means of access that will be passable by wheeled vehicles during the base flood. However, this criterion shall not apply where the Administrator determines there is sufficient flood warning time for the protection of life and property. When estimating flood warning time, consideration shall be given to the criteria listed in 567-75.2(3), Iowa Administrative Code.

- (3) **Non-residential structures**. All new or substantially improved non-residential **structures** shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the **base flood elevation**, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the **base flood**; and that the structure, below the **base flood elevation** is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Administrator.
- (4) **All new and substantially improved structures**.
 - a. Fully enclosed areas below the "lowest floor" (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
 1. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 2. The bottom of all openings shall be no higher than one foot above grade.
 3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they permit the automatic entry and exit of floodwaters.Such areas shall be used solely for parking of vehicles, building access and low damage potential storage.
 - b. New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - c. New and substantially improved structures shall be constructed with electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities elevated or floodproofed to a minimum of one (1) foot above the base flood elevation).

- (5) *Factory-built homes.*
- a. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one (1) foot above the **base flood elevation**.
 - b. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. **Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.**
- (6) *Utility and Sanitary Systems.*
- a. On-site wastewater disposal and water supply systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
 - b. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities (other than on-site systems) shall be provided with a level of flood protection equal to or greater than one (1) foot above the **base flood elevation**.
 - c. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system. Water supply treatment facilities (other than on-site systems) shall be provided with a level of protection equal to or greater than one (1) foot above the **base flood elevation**.
 - d. Utilities such as gas or electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.
- (7) Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one (1) foot above the **base flood elevation**. Other material and equipment must either be similarly elevated or (i) not be subject to major flood damage and be anchored to prevent movement due to flood waters or (ii) be readily removable from the area within the time available after flood warning.
- (8) Flood control structural works such as levees, flood walls, etc. shall provide, at a minimum, protection from the **base flood** with a minimum of 3 ft. of design freeboard and shall provide for adequate interior drainage. In addition, the Department of Natural Resources shall approve structural flood control works.
- (9) Watercourse alterations or relocations must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, the Department of Natural Resources must approve such alterations or relocations.
- (10) Subdivisions (including factory-built home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals (including the installation of public utilities) shall meet the applicable performance standards of this Ordinance. Subdivision proposals intended for residential use shall provide all lots with a means of access which will be passable by wheeled vehicles during the **base flood**. Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include **base flood elevation** data for those areas located within the Floodway Fringe (Overlay) District.
- (11) *Accessory Structures to Residential Uses.*
- a. Detached garages, sheds, and similar structures that are incidental to a residential use are exempt from the **base flood elevation** requirements where the following criteria are satisfied:

1. The structure shall be designed to have low flood damage potential. Its size shall not exceed 600 sq. ft. in size. Those portions of the structure located less than 1 foot above the base flood elevation must be constructed of flood-resistant materials.
 2. The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage. The structure shall not be used for human habitation.
 3. The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.
 4. The structure shall be firmly anchored to prevent flotation, collapse, and lateral movement which may result in damage to other structures.
 5. The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the base flood elevation.
 6. The structure's walls shall include openings that satisfy the provisions of Sec. 38-706(b)(4)(a) of this Ordinance.
- b. Exemption from the base flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.
- (12) *Recreational Vehicles.*
- a. Recreational vehicles are exempt from the requirements of Sec. 38-707(b)(5) of this Ordinance regarding anchoring and elevation of factory-built homes when the following criteria are satisfied:
 1. The recreational vehicle shall be located on the site for less than 180 consecutive days, and,
 2. The recreational vehicle must be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system and is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.
 - b. Recreational vehicles that are located on the site for more than 180 consecutive days or are not ready for highway use must satisfy requirements of Sec. 38-706(b)(5) of this Ordinance regarding anchoring and elevation of factory-built homes.
- (13) Pipeline river and stream crossings shall be buried in the streambed and banks, or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering.
- (14) *Maximum Damage Potential Development.* All new or substantially improved maximum damage potential development shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 0.2% annual chance flood; and that the structure, below the 0.2% annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Administrator. Where 0.2% chance flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant will be responsible for providing the Department of Natural Resources with sufficient technical information to make such determinations.

Sec. 38-707 - General Floodplain (Overlay) District (GF)

(a) *Permitted Uses.*

- (1) All development within the General Floodplain District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district) and provided they meet the applicable performance standards of the General Floodplain District.
- (2) Any development which involves placement of structures, factory-built homes, fill or other obstructions, storage of materials or equipment, excavation or alteration of a watercourse shall be reviewed by the Department of Natural Resources to determine (i) whether the land involved is either wholly or partly within the floodway or floodway fringe and (ii) the base flood elevation. The applicant shall be responsible for providing the Department of Natural Resources with sufficient technical information to make the determination.
- (3) Review by the Iowa Department of Natural Resources is not required for the proposed construction of new or replacement bridges or culverts where:
 - 1) The bridge or culvert is located on a stream that drains less than two (2) square miles, and
 - 2) The bridge or culvert is not associated with a channel modification that constitutes a channel change as specified in 567-71.2(2), Iowa Administrative Code.

(b) *Performance Standards.*

- (1) All development, or portions thereof, to be located in the floodway as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway (Overlay) District Sec. 38-705.
- (2) All development, or portions thereof, to be located in the floodway fringe as determined by the Department of Natural Resources shall meet the applicable provisions and standards of the Floodway Fringe (Overlay) District Sec. 38-706.

Sec. 38-708 - Appointment and Duties of Board of Adjustment

- (a) *Appointment and Duties of Board of Adjustment.* The zoning board of adjustment, as established by the city, shall hear and decide (i) appeals and (ii) requests for variances to the provisions of this ordinance, and shall take any other action which is required of the Board.
- (b) *Appeals.* Where it is alleged there is any error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this ordinance, the aggrieved party may appeal such action. The notice of appeal shall be filed with the Board of Adjustment and with the official from whom the appeal is taken and shall set forth the specific reason for the appeal. The official from whom the appeal is taken shall transmit to the Board of Adjustment all the documents constituting the record upon which the action appealed from was taken.
- (c) *Variance.* The Board of Adjustment may authorize upon request in specific cases such variances from the terms of this Ordinance that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this Ordinance will result in unnecessary hardship. Variances granted must meet the following applicable standards:
 - (1) Variances shall only be granted upon: (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of the variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local codes or ordinances.
 - (2) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood would result. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

- (3) Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (4) In cases where the variance involves a lower level of flood protection for buildings than what is ordinarily required by this Ordinance, the applicant shall be notified in writing over the signature of the Administrator that: (i) the issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage and (ii) such construction increases risks to life and property.
 - (5) All variances granted shall have the concurrence or approval of the Department of Natural Resources.
- (d) *Hearings and Decisions of the Board of Adjustment.*
- (1) *Hearings.* Upon the filing with the Board of Adjustment of an Appeal or a request for a Variance, the Board shall hold a public hearing. The Board shall fix a reasonable time for the hearing and give public notice thereof, as well as due notice to parties in interest. At the hearing, any party may appear in person or by agent or attorney and present written or oral evidence. The Board may require the appellant or applicant to provide such information as is reasonably deemed necessary and may request the technical assistance and/or evaluation of a professional engineer or other expert person or agency, including the Department of Natural Resources.
 - (2) *Decisions.* The Board shall arrive at a decision on an Appeal or Variance within a reasonable time. In passing upon an Appeal, the Board may, so long as such action is in conformity with the provisions of this ordinance, reverse or affirm, wholly or in part, or modify the order, requirement, decision, or determination appealed from, and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision. In granting a Variance, the Board shall consider such factors as contained in this section and all other relevant sections of this ordinance and may prescribe such conditions as contained in Sec. 38-708(d)(2)(b).
 - a. *Factors Upon Which the Decision of the Board of Adjustment Shall be Based.* In passing upon applications for Variances, the Board shall consider all relevant factors specified in other sections of this Ordinance and:
 1. The danger to life and property due to increased flood heights or velocities caused by encroachments.
 2. The danger that materials may be swept on to other land or downstream to the injury of others.
 3. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination and unsanitary conditions.
 4. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 5. The importance of the services provided by the proposed facility to the City.
 6. The requirements of the facility for a floodplain location.
 7. The availability of alternative locations not subject to flooding for the proposed use.
 8. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 9. The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 10. The safety of access to the property in times of flood for ordinary and emergency vehicles.
 11. The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site.

12. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical and water systems), facilities, streets and bridges.
 13. Such other factors which are relevant to the purpose of this Ordinance.
- b. Conditions Attached to Variances - Upon consideration of the factors listed above, the Board of Adjustment may attach such conditions to the granting of variances as it deems necessary to further the purpose of this Ordinance. Such conditions may include, but not necessarily be limited to:
1. Modification of waste disposal and water supply facilities.
 2. Limitation of periods of use and operation.
 3. Imposition of operational controls, sureties, and deed restrictions.
 4. Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the Department of Natural Resources and are deemed the only practical alternative to achieving the purpose of this Ordinance.
 5. Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, duration, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Board of Adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area.
- (e) Appeals to the Court - Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty days after the filing of the decision in the office of the Board.

Sec. 38-709 - Nonconforming Uses

- (a) A structure or the use of a structure or premises which was lawful before the passage or amendment of this Ordinance, but which is not in conformity with the provisions of this Ordinance, may be continued subject to the following conditions:
- (1) If such use is discontinued for six (6) consecutive months, any future use of the building premises shall conform to this Ordinance.
 - (2) Uses or adjuncts thereof that are or become nuisances shall not be entitled to continue as nonconforming uses.
 - (3) If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the market value of the structure before the damage occurred, unless it is reconstructed in conformity with the provisions of this Ordinance. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building or safety codes or regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, provided that the alteration shall not preclude its continued designation.
- (b) Except as provided in Sec. 38-709(a)(2), any use which has been permitted as a Variance shall be considered a conforming use.

Sec. 38-710 - Penalties for Violation

Violations of the provisions of this Ordinance or failure to comply with any of the requirements (including violations of conditions and safeguards established in connection with grants of Variances) shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$100.00, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained prevent the City of Ottumwa from taking such other lawful action as is necessary to prevent or remedy violation.

Sec. 38-711 - Amendments

The regulations and standards set forth in this Ordinance may from time to time be amended, supplemented, changed, or repealed. No amendment, supplement, change, or modification shall be undertaken without prior approval of the Department of Natural Resources.

Secs. 38-712—38-735. – Reserved.

SECTION TWO

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

SECTION THREE

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

PASSED on its first consideration the _____ day of _____, 2020.

PASSED on its second consideration the _____ day of _____, 2020.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2020.

APPROVED this _____ day of _____, 2020.

CITY OF OTTUMWA, IOWA

By: _____
Tom Lazio, Mayor

____ No action taken by Mayor.

____ Vetoed this _____ day of _____, 2020

Tom Lazio, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2020.

_____ Veto affirmed this _____ day of _____, 2020 by failure of vote taken to repass.

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

ATTEST:

Chris Reinhard, City Clerk