



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 9
Council Chambers, City Hall

March 16, 2021
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 7 on February 26, 2021 and Regular Meeting No. 8 on March 2, 2021 as presented.
2. Acknowledgement of February financial report and payment of bills as submitted by the Finance Department.
3. Recommend appointment of Amy Gardner to the Civil Service Commission, term to expire 4/5/25 due to a vacancy.
4. Approve the appointment of Duke Ball to the full-time position of Director of Airport Operations for the Ottumwa Regional Airport, effective on or before March 18, 2021.
5. Appointment of David Cronin and Chris Kenly to the position of probationary firefighter.
6. Award Janitorial Contract for the Law Enforcement Center to Dixie's Cleaning Service for 15 months with an option to extend an additional 12 months.
7. Approve the purchase of an automatic starting system for the Caterpillar engine at Orchard Pump Station from Motion Industries for \$14,629.39.
8. Approve the purchase of a Traffic Signal Microwave Detection System from MoboTrex in the amount of \$22,215.
9. Approve the purchase of equipment needed for sludge pressing at WPCF, totaling \$14,500.
10. Approve the emergency replacement of one Fairbanks pump from Zimmerman & Francescon, Inc. of Moline, IL, for the quoted price of \$8,574 for the OADC lift station.
11. Approve the purchase of 5 gates from Hydro Gate for the Vertical Loop Reactor at the WPCF totaling \$29,468.
12. Resolution No. 54-2021, approving the two year lease Agreement between the City of Ottumwa and the Ottumwa Saddle Club.
13. Resolution No. 56-2021, approving the contract, bonds, and certificate of insurance for the Apron Improvements Project at the Ottumwa Regional Airport.
14. Resolution No. 57-2021, approving the contract, bonds, and certificate of insurance for the Woodland Ave Reconstruction Project.
15. Resolution No. 61-2021, setting April 6, 2021 as the date of a public hearing on the option to consider a three year extension of Lease Agreement between the City of Ottumwa and the Iowa Department of Administrative Services.
16. Resolution No. 62-2021, adopt the Engagement Agreement with Ahler's & Cooney, P.C. to incorporate legal matters related to the Ottumwa Regional Airport.
17. Resolution No. 65-2021, authorizing payment for renewal of the City liability and property insurance for March 15, 2021-2022 term in the amount of \$514,291.
18. Beer and/or liquor applications: none.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. 2020 Bridge View Center Annual Report – Scott Hallgren & BVC, Inc. Board
2. Municipal Budget – Fund Accounting
3. Vacant Director of Planning and Zoning Position
4. Consideration of Pending IA State Legislation impacting Ottumwa
5. Blackbird Project 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 for John Deere 1575 Front Mount Mower with Comfort Cab for the Parks Department.

RECOMMENDATION: Accept the bid for a John Deere 1575 Front Mount Mower with Comfort Cab from Sinclair John Deere for the Parks Department in the amount of \$38,049.49.

2. Bid for John Deere 1600 Wide Area Mower for the Parks Department.

RECOMMENDATION: Accept the bid for a John Deere 1600 Turbo Series 3 Wide Area Mower from Sinclair John Deere for the Parks Department in the amount of \$59,975.81.

3. Lease Agreement between the City of Ottumwa and the US Representative Mariannette Miller-Meeks.

RECOMMENDATION: Approve the lease agreement for approximately 730 square feet of office space at City Hall, Room 201A and 201B, 105 East Third Street, Ottumwa, Iowa 52501, with US Representative Mariannette Miller-Meeks.

4. Informational update on IDOT cost share for work on Hwy 149 300' North of Woodland Ave.

RECOMMENDATION: Receive update.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the disposal of city owned property described as the South 75 feet of Lots 10, 11, and 12 in Block 2 in Manning's Second Addition to the City of Ottumwa, Wapello County, Iowa commonly known as 210 South Van Buren.

A. Open the public hearing.

B. Close the public hearing.

- C. Resolution No. 48-2021, accepting the offer and approving the sale of City owned property described as the South 75 feet of Lots 10, 11, and 12 in Block 2 in Manning's Second Addition to the City of Ottumwa, Wapello County, Iowa commonly known as 210 South Van Buren, to Paula Paulos for the amount of \$500.

RECOMMENDATION: Pass and adopt Resolution No. 48-2021.

2. This is the time, place and date set for a public hearing on the disposal of city owned property described as the Southwest 66 feet off the Southeast 54.25 feet of the Northeast 132 feet of Lot 10 in Hinsey and Hedrick's Addition to the City of Ottumwa, Wapello County, Iowa commonly known as 111 N. Clay.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 50-2021, accepting the offer and approving the sale of City owned property commonly known as 111 N. Clay, to Scott Ridgway for \$5,000.

RECOMMENDATION: Pass and adopt Resolution No. 50-2021.

3. This is the time, place and date set for a public hearing on the proposed adoption of the 2022 City Budget.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 55-2021, adopting the annual budget for the fiscal year ending June 30, 2022.

RECOMMENDATION: Pass and adopt Resolution No. 55-2021.

4. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Operations Roof Replacement Project at the WPCF.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 58-2021, approving the plans, specifications, form of contract and estimated cost for the WPCF - Operations Reroofing Project.

RECOMMENDATION: Pass and adopt Resolution No. 58-2021.

5. This is the time, place and date set for a public hearing on proposed Ordinance No. 3179-2021, amending the Code of Ordinances by changing the zoning classification on certain property located at 1815 W. Second Street in the City of Ottumwa, Wapello County, Iowa from C-1, Neighborhood Commercial District to C-2, Community Commercial District.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Ordinance No. 3179-2021, amending the Code of Ordinances by changing the zoning classification on certain property located at 1815 W. Second Street in the City of Ottumwa, Wapello County, Iowa from C-1, Neighborhood Commercial District to C-2, Community Commercial District.

RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3179-2021.
B. Waive the second and third considerations, pass and adopt Ordinance No. 3179-2021.

6. This is the time, place and date set for a public hearing on proposed Ordinance No. 3180-2021, amending the Code of Ordinances by changing the zoning classification on certain property located at 420 Minneopa in the City of Ottumwa, Wapello County, Iowa from R-1, Single-Family

Residential District (Low Density) to R-4 Multiple Family Residential District (Medium Density).

- A. Open the public hearing.
- B. Close the public hearing.
- C. Ordinance No. 3180-2021, amending the Code of Ordinances by changing the zoning classification on certain property located at 420 Minneopa in the City of Ottumwa, Wapello County, Iowa from R-1, Single-Family Residential District (Low Density) to R-4 Multiple Family Residential District (Medium Density).

RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3180-2021.
B. Waive the second and third considerations, pass and adopt Ordinance No. 3180-2021.

H. RESOLUTIONS:

- 1. Resolution No. 59-2021, award the contract for RFP#1 – City Hall Light Court Tuck-point and Sealing Project to E & H Restoration of Davenport, Iowa in the amount of \$73,234, and authorize the Mayor to sign the contract.

RECOMMENDATION: Pass and adopt Resolution No. 59-2021.

- 2. Resolution No. 60-2021, authorizing the Mayor to execute seven (7) Permanent Easements and one (1) Temporary Construction Easement Agreements for Construction and Maintenance of Public Improvements for the Woodland Avenue Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 60-2021.

- 3. Resolution No. 63-2021, award temporary compensation related to performance and additional duties regarding the vacant Director of Planning and Zoning position.

RECOMMENDATION: Pass and adopt Resolution No. 63-2021.

- 4. Resolution No. 64-2021, Approve the contract with Marco Technologies, LLC to replace the City's phone system, in the amount of \$122,933.64 and authorize the Mayor to sign.

RECOMMENDATION: Pass and adopt Resolution No. 64-2021.

I. ORDINANCES:

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

Recess – Council will reconvene in Room 108 for closed session proceedings

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

1. Motion to enter closed session in accordance with the Iowa Code Section 21.5(1) (i). (“To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.”) for the purpose of conducting the City Clerk’s performance evaluation.
2. Return to open session for any related action and/or to adjourn.

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]

OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 3/12/2021 TIME: 9:15 AM NO. OF PAGES 6
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #09 to be held on 3/16/2021 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 3185
DEPT. ID 4717
PGS. 6
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
96823269
ERROR 916416828482

Ottumwa Courier
KTVO
Ottumwa Waterworks
Tom FM



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*** TX REPORT ***

JOB NO.	3185	
DEPT. ID	4717	
ST. TIME	03/12 09:05	
SHEETS	6	
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TRANSACTION OK	96847834	Ottumwa Courier
	916606271885	KTVO
	96823269	Ottumwa Waterworks
ERROR	916416828482	Tom FM



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FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #09 to be held on 3/16/2021 at 5:30 P.M.

The undersigned hereby requests a Closed Session of the Ottumwa City Council on March 16, 2021, pursuant to Code of Iowa §21.5(1)(i) "to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injuring to that individual's reputation and that individual requests a closed session."

Signature: Christina Reinhard

Name (printed): Christina Reinhard

Date: 3.8.2021

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

SPECIAL MEETING NO. 7
Council Chambers, City Hall

February 26, 2021
12:00 O'Clock P.M.

The meeting convened at 12:00 P.M.

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

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

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

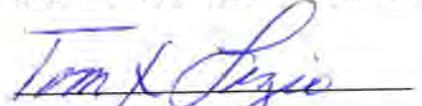
Meyers moved, seconded by Roe that Res. No. 49-2021, setting March 16, 2021 as the date of a public hearing on the Proposed Adoption of the Fiscal Year 2021/2022 City Budget, be passed and adopted. Finance Dir. Mulder reported IA law requires us to hold a public hearing on the proposed City budget prior to its adoption and certification to the County Auditor by March 31, 2021. Motion carried 4-0 vote. Council Member Dalbey was absent.

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

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

Adjournment was at 12:06 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 8
Council Chambers, City Hall

March 2, 2021
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Roe moved, seconded by Meyers to approve the following consent agenda: Mins. from Regular Mtg. No. 6 on Feb. 16, 2021 as presented; Civil Service Commission Eligibility List for Feb. 24, 2021 – Firefighter Entrance; Approve purchase of 2021 Vermeer SC802 Stump Grinder for the Parks Dept. for \$54,775; Res. No. 47-2021, setting March 16, 2021 as the date of a public hearing on the disposition of City owned property at 210 S. Van Buren; Res. No. 51-2021, approving contract, bonds, and cert. of insurance for Johnson Ave Reconstruction Project; Beer and/or liquor applications for: Noe's Bar & Grill, 101 S. Madison Ave; MAD Ave Quick Shop, 405 S. Madison Ave.; all applications pending final inspections. All ayes.

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

City Admin. Rath reported on the Strategic Plan from Council Retreat and an update on the status of Human Rights Commission. Working towards a plan that will be thoughtful and sustainable for long term. Will present to council for future adoption.

Mayor Lazio inquired if there was anyone from the audience who wished to address an item on the agenda. The following addressed the council on Item F-3, rejecting FBO and proceed with assuming as municipal operation.

Joe Wilson, 6010 Cliffland Rd. – five yrs. ago, council was given the option to pick between two companies for FBO services and you made the right decision; Archangel did exactly what they said they would do; the more commercial flights that come in to an airport, the FAA awards points and Archangel increased the fuel flowage; an FBO is a service industry for the City and the community; I believe this decision should not be hurried and left in the private sector.

Steve Palen, 25 Schwartz Dr. – presented a proposal for FBO – Sociable Air, Inc.; the ultimate goal of all of us is to better the airport; what path will we take? Ask any pilot and they will tell you that there is a difference from a city ran airport to that privately ran by FBO – you can feel it as soon as you land; I want to make Ottumwa more than just another flyover airport; what you will see tonight are my numbers compared to city numbers; if you decide to venture off and go down a different route, I will still be here and would love the opportunity.

Meyers moved, seconded by Roe to approve the Ottumwa Fire Dept. to hire part-time firefighters. Chief Miller reported OT costs greatly increased when 20% of staff was reduced. We need a minimum daily staffing of six firefighters and if we can hire part-time staff, it would save on OT costs. Both Deputy Chief Bengé and I visited with Fire Dept. in the DSM Metro area that currently employ part-time staff to see how the process works; we are looking for council approval to begin this process. We will keep 26 FT staff, and hire PT to help fill gaps in coverage. Will put in front of Local #395 Union for negotiations on wages, benefits. These part time positions will not be civil service sanctioned. A formal proposal will be brought to council for approval prior to any hiring. Council members were not comfortable in keeping this item as stated and amended said motion.

Meyers moved, seconded by Roe to amend Item F-1 to read as: Explore opportunity for the Fire Dept. to research and develop a plan to hire/employ part time firefighters. All ayes.

Dalbey moved, seconded by Berg to approve the Ottumwa Fire Dept. to sell both 2010 Chevy Rescue Squad Trucks from their fleet. Chief Miller stated he has brought this item to council before. It worked to have both trucks when we had 10 person crews and operated with 3 vehicles (3/2/2) so if another call came in, part of the crew could leave to take care of it. When cut to 6 person crews, we are 3/3 in two vehicles and do not need a third one. Anytime we drop below 6 in a crew, we will not have the manpower to run an add'l vehicle. Council is concerned with potential hiring of part time employees, could we see a need for the third vehicle? Chief Miller stated the trucks were great when we had larger crews but now, we are not using them to their full advantage, and we have an interested buyer already. Council amended the motion.

Meyers moved, seconded by Roe to amend to approve selling the higher mileage 2010 Chevy Rescue squad truck (Unit 301) and to retain the 2010 Chevy Rescue squad truck (Unit 304) with lower mileage. All ayes.

Dalbey moved, seconded by Roe to reject all proposals recd for RFP for Fixed Base Operator (FBO) services at the Ottumwa Reg. Airport and proceed with assuming operations internally. City Admin. Rath stated on Jan. 5, 2021, the City Council auth. staff to proceed with the re-solicitation of proposals for FBO services. Based upon the receipt of a single proposal at a much higher cost than anticipated in the initial process, city staff examined the possibility of assuming operations internally. The second time around, the City recd two proposals; however, there is still a general concern that neither would be financially sustainable. Of the two proposals, the Airport Adv. Brd. has recommended that of Sociable Air. The proposed cost to the Airport for this proposal is \$63,850 per yr. (assuming a new agt. with Musco.) City staff is confident that this operation could be absorbed into the structure of the City. That would provide greater flexibility for long-term financial stability.

Council members voiced concerns with customer service, hospitality and marketing abilities with assuming operations internally. Citizens do not want another tax levy. City Admin. Rath stated these are things we are working on – to hire someone who is an expert in the aviation field and respected among pilots; collaborate with IHCC for maintenance operations. Councilman Dalbey stated he would rather see things like this remain in private hands but the financials don't add up; we have to do what makes the best financial sense for the city; this is the safe route for now and can see how things go. Councilman Roe agreed from a financial perspective, this makes sense; however, looking at FY25 when the cash balance dips to \$13,000, what is the plan if we have a catastrophic event and not enough funds to cover? Additionally, our Comp Plan describes our airport as a diamond in the rough for this region and it is needed as an economic driver. What is the real plan to make sure the airport is successful? Councilman Meyers stated we are being asked to accept a city plan that is not fully developed. City Admin. Rath stated the only time constraint is working on the official hiring of employees, acquiring the necessary equipment for operations and working out any negotiated arrangements with utilities and other entities; we want to be able to provide FBO services as soon as possible. Vote taken. Ayes: Dalbey, Roe, Stevens. Nays: Meyers, Berg. Motion Carried 3-2.

This was the time, place and date set for a public hearing for the purpose of considering options for the nomination process for selection of City Representatives in Ottumwa. Attorney Stone presented the following options per IA Ch. 376, City Elections. Currently, the default provision is a primary election and is what Ottumwa follows. When you have more than twice the number of candidates of the positions to be filled, the primary is held 4 wks. before the general election and will put the top two candidates on the ballot. Ch. 376 allows to choose a runoff process instead of a primary. If neither of these are what the

city wants, Ch. 44 allows for Caucus Convention Process, or Ch. 45 is nomination by petition. You can also allow runoffs with both of these options. If a runoff is selected, this is held 4 wks. after the city election and positions remain unfilled because of non majority vote. To change the election process, the City would need to adopt by ordinance, the process they wish to utilize. You need to have the changes in place at least 90 days prior to the election in Nov. 2021.

Mary Stewart of the IA League of Women Voters stated at this point of time in history, anything to do with elections and voting is a matter of great seriousness and consequence. I encourage council and city leadership to consider very carefully any nomination process and research all of your options; consider pros/cons of each process before making a decision. Roe moved, seconded by Dalbey to close the public hearing. All ayes.

Attorney Stone stated the most common procedure that she has seen is the petition process as outlined in Ch. 45. Council person Berg stated this could be a cost savings for our citizens if we decide to move away from the primary process.

This was the time, place and date set for a public hearing on the renewal of a five yr lease agt with Musco Sports Lighting, LLC for the south half of Bldg. No. 23 at the Ottumwa Reg. Airport, Ottumwa, IA. City Admin. Rath reported on Feb. 25, 2016, the City and Musco entered into a 5 yr. lease for a hangar at the airport. This agt. expires Feb. 28, 2021 and contains a renewal clause for an add'l five yrs. upon mutual consent of both parties. In general, this arrangement has been working well and Musco has requested to continue with the lease. The only potential issue was identified during the current search for a FBO and the way the language is structured related to rent and fuel pricing. Musco has agreed to continue conversations as the FBO search is resolved.

Don Wasson, Chair, Airport Adv. Brd. asked for clarification on the terms of the lease we are extending; if we looked at the square footage, is this a comparable rate to what everyone else has to pay in rent? City Admin. Rath explained we are requesting to move forward with the lease renewal in order to still receive the minimum amount of revenue. We will look at rental terms/rates and negotiate for the future.

No objections were recd. Meyers moved, seconded by Dalbey to close the public hearing. All ayes.

Roe moved, seconded by Dalbey that Res. No. 53-2021, authorize the renewal of a five yr. lease agt. with Musco Sports Lighting, LLC for the south half of Bldg. No. 23 at the Ottumwa Reg. Airport, Ottumwa, IA, be passed and adopted. All ayes.

Meyers moved, seconded by Roe that Res. No. 8-2021, approve Change Order #10R, in the amt of \$61,613.04 for the Main St. (Downtown Streetscape) Reconstruction Project, be passed and adopted. PW Dir. Seals reported new contract sum \$5,302,787.23. All ayes.

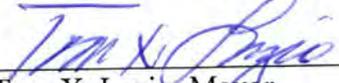
Dalbey moved, seconded by Berg that Res. No. 52-2021, award the contract for the Woodland Ave Reconstruction Project to Drish Construction of Fairfield, IA in the amount of \$857,279.65, be passed and adopted. PW Dir. Seals reported two bids recd. All ayes.

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

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

Adjournment was at 7:23 P.M.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



Item No. B.-2.

**CITY OF OTTUMWA
VENDOR PAYMENT REPORT
FEBRUARY, 2021**

Vendor #	Vendor Name	Check	Check	Amount	Reason
00198	ABC PEST CONTROL INC.	209705	2/12/2021	42.95	BLDG MAINT & REPAIR
00320	ACCO	209855	2/26/2021	1,434.42	OPERATING SUPPLIES
00690	AFLAC	209790	2/19/2021	1,705.00	AFLAC DEDUCTION PAYABLE
00778	AGRILAND FS, INC.	209791	2/19/2021	153.45	VHCL MTCE SUPPLIES
00800	AHLERS & COONEY P.C.	209621	2/5/2021	13,919.71	LEGAL FEES
00855	AIRGAS USA LLC	209622	2/5/2021	1,077.49	OPERATING SUPPLIES
01700	ALLIANT ENERGY/IPL	209623	2/5/2021	77,790.15	ELECTRIC
01718	ALLIED SYSTEMS	209707	2/12/2021	4,288.00	OTHER MAINT & REPAIR
02080	ALTORFER INC.	209857	2/26/2021	3,472.27	VHCL MTCE SUPPLIES
05670	ATHENS TECHNICAL SPECIAL	209858	2/26/2021	619.25	OTHER PROF SERV
05687	AT&T MOBILITY	209624	2/5/2021	100.38	TELEPHONE/IT
05694	AUTOMATIC SYSTEMS CO.	209859	2/26/2021	1,130.75	OPERATING SUPPLIES
05700	ATOMIC TERMITE & PEST	209708	2/12/2021	185.00	GROUND MAINT & REPAIR
05860	AUTOZONE INC	209625	2/5/2021	287.64	VHCL MTCE SUPPLIES
05874	AVENU	209860	2/26/2021	550.00	TRAINING
06481	BAILEY OFFICE OUTFITTERS	209690	2/5/2021	360.50	OFFICE SUPPLIES
07648	MARK J BECKER & ASSOC LLC	209691	2/5/2021	2,439.85	OTHER PROF SERV
09352	BLACKSTONE PUBLISHING	209793	2/19/2021	478.99	LIBRARY MAT.-JAMES ESTATE
09360	BLACK'S TIRE COMPANY LLC	209861	2/26/2021	321.57	VHCL MTCE SUPPLIES
09522	WELLMARK BC & BS OF IOWA	209862	2/26/2021	20,158.80	MEDICARE PREMIUMS
09528	BLUETARP CREDIT SERVICES	209863	2/26/2021	39.99	OPERATING SUPPLIES
11496	BRIDGE CITY SANITATION LL	209794	2/19/2021	142,521.10	OTHER PROF SERV
12500	BUB'S TREE CARE	209710	2/12/2021	3,225.00	TREE TRIMMING
13270	BYWATER SOLUTIONS, LLC	209795	2/19/2021	7,080.00	CONTRACTUAL SERVICES
13272	CBE GROUP INC	209692	2/5/2021	534.10	GARNISHMENTS PAYABLE
13579	C&C MANUFACTURING LLC	209866	2/26/2021	126.60	VHCL MTCE SUPPLIES
13589	CDW GOVERNMENT	209711	2/12/2021	6,934.30	TECHNOLOGY SERVICES
14236	GREG CANTRELL	209797	2/19/2021	42.86	MEAL REIMBURSEMENT
14773	SCOTT CARLSON	209798	2/19/2021	173.24	SUSTENANCE SUPPLIES
16265	CENTER POINT LARGE PRINT	209712	2/12/2021	85.08	LIBRARY MAT.-JAMES ESTATE
16300	CENTRAL IOWA FASTENERS	209799	2/19/2021	293.42	MISCELLANEOUS
16312	CENTRAL SALT LLC	209630	2/5/2021	54,339.40	STREET MAINT SUPPLIES
16402	CENTURYLINK	209632	2/5/2021	4,328.65	TELEPHONE/IT
16403	CENTURYLINK	209803	2/19/2021	245.42	TELEPHONE/IT
17520	CHRISTY CONSTRUCTION CO	209868	2/26/2021	699.90	MISCELLANEOUS
17620	CINTAS CORPORATION	209804	2/19/2021	52.34	SUSTENANCE SUPPLIES
18379	CLEMONS INC OF OTTUMWA	209715	2/12/2021	267.27	VHCL MTCE SUPPLIES
18502	CLUB SENTRY SOFTWARE	209869	2/26/2021	32.95	TECHNOLOGY SERVICES
18980	COLLECTION SERVICES	209805	2/19/2021	4,850.12	PAYROLL GARNISHMENTS
21801	CRANE SALES & SERVICE	209633	2/5/2021	1,170.00	OPERATING SUPPLIES
21825	CREDIT UNION	209694	2/5/2021	36,630.84	CREDIT UNION PAYABLE
22095	CRYOTECH DEICING TECH	209634	2/5/2021	2,627.75	GROUND MAINT & REPAIR
22594	DANIELS FILTER SERVICE	209716	2/12/2021	836.94	OPERATING SUPPLIES
22608	DANI'S AUTO SUPPLY LLC	209637	2/5/2021	2,289.67	VHCL MTCE SUPPLIES
24330	DERANS TOWING SERVICE	209638	2/5/2021	332.50	VHCL MTCE SUPPLIES
25145	DORNER COMPANY	209718	2/12/2021	28,220.00	OTHER MAINT & REPAIR
25390	R. D. DRENKOW & CO INC	209807	2/19/2021	4,515.32	PAYROLL FLEX PLAN
25593	DXP ENTERPRISES, INC.	209639	2/5/2021	336.22	VHCL MTCE SUPPLIES
27005	ELECTRIC PUMP, INC.	209808	2/19/2021	5,822.75	OTHER MAINT & REPAIR
27010	ELECTRICAL ENGINEERING &	209640	2/5/2021	886.86	OPERATING SUPPLIES
27272	ELLIOTT BULK SERVICES LLC	209720	2/12/2021	2,441.28	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	209871	2/26/2021	37,152.60	IOWA FUEL TAX
27515	EMERGENCY APPARATUS	209722	2/12/2021	5,614.79	VHCL MTCE SUPPLIES
28449	EVORA CONSULTING, LTD	209723	2/12/2021	20,209.85	ENGINEERING
29300	FASTENAL COMPANY	209872	2/26/2021	309.06	STREET MAINT SUPPLIES
29829	FIDELITY SECURITY LIFE	209724	2/12/2021	1,638.68	AVESIS PAYABLE

29831	AVESIS THIRD PARTY ADMINI	209873	2/26/2021	1,539.00	AVESIS PAYABLE
30560	FISHER SCIENTIFIC	209643	2/5/2021	648.49	LAB SUPPLIES
31448	GBA SYSTEMS INTEGRATORS,	209725	2/12/2021	1,285.00	TRAINING
31454	GPM	209726	2/12/2021	163.02	LAB SUPPLIES
31459	GRP & ASSOCIATES	209727	2/12/2021	52.00	HAZARDOUS WASTE DISPOSAL
31682A	GALLS, LLC	209644	2/5/2021	1,433.05	OTHER SMALL CAPITAL
31797	GARDEN & ASSOCIATES LTD	209811	2/19/2021	7,239.49	ENGINEERING
33385	GRAINGER	209812	2/19/2021	146.08	OPERATING SUPPLIES
33393	STEVE GRAHAM	209875	2/26/2021	8.76	TRAINING
33635	GREAT WESTERN SUPPLY CO	209645	2/5/2021	667.22	JANITORIAL
33648	GREATER OTTUMWA PARTNERS	209813	2/19/2021	21,000.00	CONTRACTUAL SERVICES
34900	HAMILTON PRODUCE COMPANY	209729	2/12/2021	1,287.30	PROPANE GAS
34966	HARDY DIAGNOSTICS	209730	2/12/2021	364.78	LAB SUPPLIES
36083	HAWKEYE TRUCK EQUIPMENT	209814	2/19/2021	3,333.00	VHCL MTCE SUPPLIES
36302	HEARTLAND HUMANE SOCIETY	209731	2/12/2021	1,365.00	DOG LICENSES
37476	HILL PRODUCTIONS & MEDIA	209732	2/12/2021	173.80	ADVERT/LEGAL PUBL
37560	HINDMAN PERSON HEATING	209876	2/26/2021	130.00	GROUND MAINT & REPAIR
38281	WALTER HORNBACK	209815	2/19/2021	33.92	MEAL REIMBURSEMENT
39438	HY-VEE ACCOUNTS RECEIVABL	209877	2/26/2021	146.84	SUSTENANCE SUPPLIES
40024A	IAWEA % CITY OF AMES	209878	2/26/2021	40.00	TRAVEL & CONFERENCE
40078	ICAP	209816	2/19/2021	594.20	INSURANCE CLAIMS
40320	IOWA DEPT/TRANSPORTATION	209733	2/12/2021	889.66	GROUND MAINT & REPAIR
41480	ICMA RETIREMENT TRUST 457	209817	2/19/2021	2,141.52	PAYROLL DEDUCTIONS FOR RETIREMENT
41504C	IMFOA	209648	2/5/2021	50.00	DUES & MEMBERSHIPS
41505	IMWCA	209734	2/12/2021	1,702.68	FIRE W/C 411 CLAIMS
41920A	INDUSTRIAL CHEMICAL	209649	2/5/2021	131.00	BUILDING MAINTENANCE REPA
41925	INDUSTRIAL MEDICINE	209735	2/12/2021	430.00	EMPLOYEE PHYSICALS/TESTS
42090	INFOMAX OFF SYSTEMS INC	209650	2/5/2021	1,357.55	PHOTOCOPIES
42160	INGRAM LIBRARY SERVICES	209651	2/5/2021	3,260.11	LIBRARY MAT.-JAMES ESTATE
42170	INLAND TRUCK PARTS & SERV	209881	2/26/2021	309.73	VHCL MTCE SUPPLIES
43265	INTERSTATE BATTERY	209737	2/12/2021	625.75	VHCL MTCE SUPPLIES
43465	IOWA COMMUNITIES ASSURANC	209738	2/12/2021	2,312.07	INSURANCE CLAIMS
43506	IOWA DEPT TRANSPORTATION	209819	2/19/2021	458.50	OPERATING SUPPLIES
43785A	IOWA HAZMAT TASK FORCE	209739	2/12/2021	100.00	DUES & MEMBERSHIPS
43848	IOWA INDIVIDUAL HEALTH	209882	2/26/2021	5,428.22	MISCELLANEOUS
43880A	IA LAW ENFORCEMENT ACADEM	209820	2/19/2021	7,075.00	TRAINING
44039	IOWA PUBLIC AIRPORTS ASSC	209653	2/5/2021	175.00	DUES & MEMBERSHIPS
45044	JEO CONSULTING GROUP, INC	209821	2/19/2021	25,750.00	ENGINEERING
45905	JOE KENT'S MACHINE &	209654	2/5/2021	274.04	OPERATING SUPPLIES
45974	JOHN DEERE FINANCIAL	209883	2/26/2021	197.26	VHCL MTCE SUPPLIES
49042	KIRKHAM MICHAEL	209655	2/5/2021	11,482.74	INFRASTRUCTURE
49070	KIRKSVILLE DAILY EXPRESS	209741	2/12/2021	150.00	MISCELLANEOUS
49081	KIRKWOOD COMM. COLLEGE	209656	2/5/2021	520.00	TRAINING
49206	KLODT DOOR SERVICE LLC	209742	2/12/2021	448.60	GROUND MAINT & REPAIR
49804	KRONOS INC	209743	2/12/2021	4,954.94	TECHNOLOGY SERVICES
50305A	KYOU	209744	2/12/2021	1,200.00	EMPLOYEE RECRUITMENT
50620	LANGMAN CONSTRUCTION, INC	209745	2/12/2021	311,035.07	UTILITY SYSTEM
51715	BRIAN LEWIS	209822	2/19/2021	180.00	SUSTENANCE SUPPLIES
52254	LISCO	209823	2/19/2021	270.00	TECHNOLOGY SERVICES
52990	LOKTRONICS SECURITY CORP	209824	2/19/2021	54.74	OPERATING SUPPLIES
54187	MAIN STREET OTTUMWA	209658	2/5/2021	25,000.00	CONTRIBUTION/MAINSTREET
55190	MARTIN EQUIPMENT CEDAR RA	209884	2/26/2021	664.56	VHCL MTCE SUPPLIES
55195	MARTIN EQUIPMENT OF IL	209659	2/5/2021	619.50	VHCL MTCE SUPPLIES
55311	MASSMUTUAL RETIREMENT SER	209825	2/19/2021	700.00	PAYROLL DEDUCTIONS FOR RETIREMENT
55336	DARCY MAULSBY	209746	2/12/2021	200.00	PROGRAM SUPPLIES
56162	JOHN MCDAVITT	209826	2/19/2021	1,530.00	RETIREE CONTRIBUTIONS
57195	MCMMASTER-CARR	209747	2/12/2021	1,416.83	OPERATING SUPPLIES
57379	MELLEN & ASSOCIATES INC	209748	2/12/2021	132.00	OTHER MAINT & REPAIR
57385	MENARDS	209827	2/19/2021	466.44	STREET MAINT SUPPLIES
57387	MED-TECH RESOURCE LLC	209885	2/26/2021	319.67	EQUIP REPAIR
57518	SYMETRA LIFE INSURANCE CO	209886	2/26/2021	4,310.10	GROUP LIFE PREMIUMS

58500	MIDAMERICAN ENERGY CO	209699	2/5/2021	2,320.13	NATURAL GAS
61361	MOODYS INVESTOR SERVICE	209660	2/5/2021	19,000.00	BOND ISSUE COSTS
61603	DOYLE MOORE	209887	2/26/2021	10.14	TRAINING
61785	MOTION INDUSTRIES	209661	2/5/2021	240.66	OPERATING SUPPLIES
62551	MUNDELL & ASSOCIATES	209662	2/5/2021	1,130.00	GROUPS MAINT & REPAIR
62600	MUNICIPAL SUPPLY INC	209750	2/12/2021	1,392.00	OTHER MAINT & REPAIR
62601	MUNICODE	209751	2/12/2021	103.64	ADVERT/LEGAL PUBL
63038	N & M TRANSFER CO INC	209752	2/12/2021	218.32	VHCL MTCE SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	209829	2/19/2021	3,390.00	PAYROLL DEDUCTIONS FOR RETIREMENT
64565	NAVIANT	209663	2/5/2021	800.00	CONTRACTUAL SERVICES
65985	NORSOLV SYSTEMS ENVIRONM	209888	2/26/2021	178.95	OPERATING SUPPLIES
66561	OFFICIAL PEST CONTROL	209664	2/5/2021	55.00	SUSTENANCE SUPPLIES
66730	OHARA HARDWARE	209666	2/5/2021	601.46	VHCL MTCE SUPPLIES
67098	O'REILLY AUTOMOTIVE	209753	2/12/2021	762.11	VHCL MTCE SUPPLIES
67101	OTC BRANDS INC	209889	2/26/2021	822.55	PROGRAM SUPPLIES
67696	OTTUMWA BABE RUTH ASSOC	209890	2/26/2021	25,000.00	MISCELLANEOUS
68000	OTTUMWA COURIER	209755	2/12/2021	4,846.93	ADVERT/LEGAL PUBL
68560	OTTUMWA PRINTING, INC.	209831	2/19/2021	145.00	PRINTING
68576	OTTUMWA RADIO	209832	2/19/2021	2,586.40	EMPLOYEE RECRUITMENT
69040	OTTUMWA WATER AND HYDRO	209756	2/12/2021	11,189.81	BILLING FEES-WW
69397	PRI MANAGEMENT GROUP	209757	2/12/2021	298.00	TRAINING
69460	PALL CORPORATION	209758	2/12/2021	101.99	LAB SUPPLIES
69688	DIXIE L PARKER	209670	2/5/2021	1,400.00	JANITORIAL
70163	JASON PARMENTER	209891	2/26/2021	308.86	TRAVEL & CONFERENCE
70610	PAYMENT REMITTANCE CENTER	209894	2/26/2021	8,695.85	OFFICE SUPPLIES
71950	PIERCE CONST & FENCE CO L	209671	2/5/2021	3,300.00	OTHER PROF SERV
72035	PIPESTONE VET CLINIC OF	209759	2/12/2021	121.00	OTHER PROF SERV
72238	PURCHASE POWER	209834	2/19/2021	1,500.00	POSTAGE & SHIPPING
72250	PITNEY BOWES GLOBAL	209835	2/19/2021	181.53	CONTRACTUAL SERVICES
72253	PPG ARCHITECTURAL FINISHE	209760	2/12/2021	38.22	OPERATING SUPPLIES
72561	PLUMB SUPPLY COMPANY-OT	209761	2/12/2021	70.51	OPERATING SUPPLIES
72879	POLK COUNTY SHERIFF	209837	2/19/2021	751.18	PAYROLL GARNISHMENTS
73290	POWERPLAN	209896	2/26/2021	816.65	VHCL MTCE SUPPLIES
73420	PRAIRIE AG SUPPLY INC	209838	2/19/2021	53.19	OPERATING SUPPLIES
73971	PROFESSIONAL JANITORIAL	209763	2/12/2021	2,000.00	JANITORIAL
74626	QUALITY SERVICES CORP	209764	2/12/2021	711.13	VHCL MTCE SUPPLIES
74630	QUALITY SERVICES	209672	2/5/2021	306.78	VHCL MTCE SUPPLIES
74799	R & R INDUSTRIES, INC.	209765	2/12/2021	296.86	SUSTENANCE SUPPLIES
74955	RACOM CORPORATION	209840	2/19/2021	199.00	VEHICLE MAINTENANCE SUPPLIES
76571	CERISSA REYNOLDS	209841	2/19/2021	90.00	BEACH RENTAL REFUND
76998	RIDGWAY ELECTRIC, LLC	209766	2/12/2021	178.45	BLDG MAINT & REPAIR
77196	RIVER HILLS COMMUNITY	209897	2/26/2021	3,000.15	EMPLOYEE PHYSICALS/TESTS
78105	ROYAL PORTABLE TOILETS	209767	2/12/2021	486.00	OPERATING SUPPLIES
78708	JOHN SANDEGREN HEATING	209899	2/26/2021	730.00	EQUIP REPAIR
79358	SCHUMACHER ELEVATOR CO	209768	2/12/2021	498.70	BUILDING MAINTENANCE REPA
81507	SHRED-IT USA	209900	2/26/2021	140.80	CONTRACTUAL SERVICES
82135	SINCLAIR TRACTOR	209901	2/26/2021	797.23	VHCL MTCE SUPPLIES
82136	SINCLAIR NAPA	209769	2/12/2021	1,694.99	VHCL MTCE SUPPLIES
83100A	SNAP-ON-TOOLS	209675	2/5/2021	970.00	TOOLS & SMALL EQUIP
83920	SOUTHERN IOWA ELECTRIC	209770	2/12/2021	78.43	ELECTRIC
86196	THE STITCH DOCTOR	209902	2/26/2021	40.00	OPERATING SUPPLIES
86662	SUEZ WTS USA, INC.	209676	2/5/2021	540.41	OPERATING SUPPLIES
86970	SUPREME STAFFING INC	209903	2/26/2021	7,577.10	CONTRACTUAL SERVICES
87466	SYN-TECH SYSTEMS, INC.	209678	2/5/2021	175.00	VHCL-FUEL
88000	TEAMSTER LOCAL UNION 238	209846	2/19/2021	1,253.84	UNION
88275	TEN-FIFTEEN TRANSIT	209847	2/19/2021	116,000.00	CONTRACTUAL SERVICES
88345	TESTAMERICA LABORATORIES	209904	2/26/2021	1,254.75	LAB SUPPLIES
88858	TIFCO INDUSTRIES	209905	2/26/2021	169.95	TOOLS & SMALL EQUIP
89855	TRUITT ABSTRACT COMPANY	209773	2/12/2021	600.00	CONTRACTUAL SERVICES
90454	ULINE	209906	2/26/2021	891.81	OFFICE SUPPLIES
90844	U S CELLULAR	209849	2/19/2021	140.94	CONTRACTUAL SERVICES

90846	UPS	209907	2/26/2021	498.46	POSTAGE & SHIPPING
90885	UNITYPOINT CLINIC	209776	2/12/2021	168.00	EMPLOYEE PHYSICALS/TESTS
91835	USA BLUE BOOK	209680	2/5/2021	1,408.31	LAB SUPPLIES
92555	THE VAN METER COMPANY	209779	2/12/2021	5,624.84	STREET MAINT SUPPLIES
92648	VEENSTRA & KIMM INC	209681	2/5/2021	106,969.12	MISCELLANEOUS
92665	VENMILL INDUSTRIES	209909	2/26/2021	153.78	OPERATING SUPPLIES
92923	VISION INDUSTRIAL SALES	209780	2/12/2021	246.20	VHCL MTCE SUPPLIES
93505	W L CONSTRUCTION SUPPLY I	209910	2/26/2021	239.86	EQUIP REPAIR
94075	WAPELLO CO AGRICULTURAL	209911	2/26/2021	140.00	TRAINING
94125	WAPELLO COUNTY	209702	2/5/2021	3,621.84	DRUG TASK FORCE GRANT
94644	WAPELLO COUNTY EXTENSION	209682	2/5/2021	60.00	TRAINING
94704	WAPELLO COUNTY RECORDER	209781	2/12/2021	138.00	ADVERT/LEGAL PUBL
94721	WAPELLO CO SHERIFF'S OFFI	209703	2/5/2021	3,383.86	DRUG TASK FORCE GRANT
95000	WAPELLO COUNTY UNITED WAY	209852	2/19/2021	26.00	PAYROLL DEDUCTIONS CONTRIBUTIONS
95120	WAPELLO RURAL WATER ASSC	209684	2/5/2021	43.58	WATER
95304	WATER ENVIRONMENT FEDERAT	209782	2/12/2021	190.00	BOOKS FILMS RECORDING/ART
95368	WAYNE'S TIRE	209685	2/5/2021	1,140.28	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	209784	2/12/2021	458,969.32	GROUP HEALTH CLAIMS
96741	WILCOX EQUIPMENT	209785	2/12/2021	218.71	VHCL MTCE SUPPLIES
97028	FRANK WILSON	209914	2/26/2021	25.00	MISCELLANEOUS
97305	WINDSTREAM	209915	2/26/2021	597.28	TELEPHONE/IT
97320	WINGER COMPANIES	209854	2/19/2021	116.00	EQUIP REPAIR
97334	WINN CORP	209786	2/12/2021	8,127.86	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	209787	2/12/2021	11,690.19	NATURAL GAS
98159	XBYTE TECHNOLOGIES	209704	2/5/2021	2,156.00	SMALL OFFICE EQUIP
98684	ZIMMER & FRANCESCON INC	209688	2/5/2021	1,140.55	OTHER MAINT & REPAIR
ACH	US TREASURY			57,463.24	EMPLOYERS SHARE OF FICA
ACH	US TREASURY			57,254.79	EMPLOYERS SHARE OF FICA
ACH	TREASURER STATE OF IOWA			19,729.00	EMPLOYERS SHARE OF STATE TAX
ACH	TREASURER STATE OF IOWA			19,400.00	EMPLOYERS SHARE OF STATE TAX
ACH	IPERS			45,600.56	EMPLOYERS SHARE OF IPERS
ACH	IOWA WORKFORCE			25,714.87	4TH QTR UNEMPLOYMENT

TOTAL FOR FEBRUARY

2,032,905.15

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD	CASH BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND	001 GENERAL OPER		3564184.81	739288.69	1106713.46	3196760.04	75338.44	3272098.48
TOTALS FOR FUND	002 PARKING RAMP		37517.41	830.00	1340.00	37007.41	400.40	37407.81
TOTALS FOR FUND	110 ROAD USE TAX		6842523.78	328748.44	363028.47	6808243.75	37872.31	6846116.06
TOTALS FOR FUND	113 EMPLOYEE BEN		371758.46	38854.35	462173.00	-51560.19		-51560.19
TOTALS FOR FUND	119 EMERGENCY FU			900.55	900.55			
TOTALS FOR FUND	121 SALES TAX 1%		2742392.56		26735.00	2715657.56		2715657.56
TOTALS FOR FUND	122 *****							
TOTALS FOR FUND	123 AGASSI TIF D							
TOTALS FOR FUND	124 VOGEL URBAN							
TOTALS FOR FUND	125 WESTGATE TIF		-78064.39	630.29	26250.00	-103684.10		-103684.10
TOTALS FOR FUND	126 AIRPORT TIF		113396.01	13640.41		127036.42		127036.42
TOTALS FOR FUND	127 PENNSYLVANIA							
TOTALS FOR FUND	128 WILDWOOD HWY		59737.74			59737.74		59737.74
TOTALS FOR FUND	129 RISK MANAGEM		1130520.54	28613.80	11527.51	1147606.83		1147606.83
TOTALS FOR FUND	131 AIRPORT FUND		276638.65	18217.33	36525.38	258330.60	460.69	258791.29
TOTALS FOR FUND	133 LIBRARY FUND		239074.67	51263.87	65759.81	224578.73	8152.24	232730.97
TOTALS FOR FUND	135 CEMETERY FUN		-34476.27	16861.68	18964.38	-36578.97	32.04	-36546.93
TOTALS FOR FUND	137 HAZ-MAT FUND		151587.06		7791.45	143795.61	2139.58	145935.19
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		69542.61		2874.18	66668.43		66668.43
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		406854.79	1339155.15	17190.02	1728819.92	157.00	1728976.92
TOTALS FOR FUND	162 SSMID DISTRI		23261.95	116.17		23378.12		23378.12
TOTALS FOR FUND	167 FIRE BEQUEST		18507.57			18507.57		18507.57
TOTALS FOR FUND	169 START UP/DON		-165.20			-165.20		-165.20
TOTALS FOR FUND	171 RETIREE HEAL		1063836.76	98893.00	208355.15	954374.61	21787.74	976162.35
TOTALS FOR FUND	173 LIBRARY BEQU		102738.40	2200.00	6704.06	98234.34	2698.29	100932.63
TOTALS FOR FUND	174 COMMUNITY DE		58483.14			58483.14		58483.14
TOTALS FOR FUND	175 POLICE BEQUE		92662.84			92662.84	16.00	92678.84
TOTALS FOR FUND	177 HISTORIC PRE		339.19			339.19		339.19
TOTALS FOR FUND	200 DEBT SERVICE		1625482.05	1399724.47	1440104.05	1585102.47		1585102.47
TOTALS FOR FUND	301 STREET PROJE		-11274.91	3758071.00	13725.91	3733070.18		3733070.18
TOTALS FOR FUND	303 AIRPORT PROJ		274593.59	30593.49	9557.26	295629.82		295629.82
TOTALS FOR FUND	307 SIDEWALK & C		-13178.22	250000.00	8461.13	228360.65		228360.65
TOTALS FOR FUND	309 PARK PROJECT		-325555.39	470000.00	296.73	144147.88		144147.88
TOTALS FOR FUND	311 LEVEE PROJEC		184519.86	350000.00		534519.86		534519.86
TOTALS FOR FUND	313 EVENT CENTER		3098.36	100000.00	1143.48	101954.88		101954.88
TOTALS FOR FUND	315 SEWER CONSTR		9995335.68		440418.31	9554917.37	44705.82	9599623.19
TOTALS FOR FUND	320 WEST END FLO							
TOTALS FOR FUND	501 CEMETERY MEM		3760.00			3760.00		3760.00
TOTALS FOR FUND	503 CEMETERY PER			45.00		45.00		45.00
TOTALS FOR FUND	610 SEWER UTILIT		3577717.72	494594.16	472339.84	3599972.04	6478.87	3606450.91
TOTALS FOR FUND	611 SEWER SINKIN		842831.00	106833.00		949664.00		949664.00
TOTALS FOR FUND	612 STORM WATER							
TOTALS FOR FUND	613 SEWER IMPROV		3341669.00	41667.00		3383336.00		3383336.00
TOTALS FOR FUND	670 LANDFILL FUN		934527.55	112053.35	122064.75	924516.15	8688.63	933204.78
TOTALS FOR FUND	671 LANDFILL RES		1145278.00			1145278.00		1145278.00

REPORT DATE 02/28/2021
 SYSTEM DATE 03/10/2021
 FILES ID 0

CITY OF OTTUMWA
 STATEMENT OF CHANGES IN CASH BALANCE
 AS OF 02/28/2021

PAGE 2
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ACCOUNT NUMBER	BEG. PERIOD	CASH	CASH	END PERIOD	OUTSTANDING	TREASURY
ACCOUNT DESCRIPTION	BALANCE	DEBITS	CREDITS	BALANCE	CHECKS	BALANCE
TOTALS FOR FUND 673 RECYCLING	138513.90	51309.06	38206.12	151616.84	3141.78	154758.62
TOTALS FOR FUND 690 TRANSIT FUND	586948.37	3212.42	146054.23	444106.56	116014.08	560120.64
TOTALS FOR FUND 695 1015 TRANSIT						
TOTALS FOR FUND 720 BRIDGEVIEW E	25336.16			25336.16		25336.16
TOTALS FOR FUND 750 GOLF COURSE	25111.62			25111.62		25111.62
TOTALS FOR FUND 810 POOLED INVES	-42600893.41	7558.90		-42593334.51		-42593334.51
TOTALS FOR FUND 820 PAYROLL CLEA	110077.54	999283.40	882820.31	226540.63	6031.44	232572.07
TOTALS FOR FUND 840 EQUIPMENT PU	1220526.32	1089000.00		2309526.32		2309526.32
TOTALS FOR FUND 860 GROUP HEALTH	4466501.58	423080.35	402109.17	4487472.76	9789.38	4497262.14
<hr/>						
TOTALS FOR ALL LISTED FUNDS	2829485.89	12365239.33	6340133.71	8854591.51	343904.73	9198496.24

REPORT DATE 02/28/2021
SYSTEM DATE 03/10/2021
FILES ID 0

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
AS OF 02/28/2021

PAGE 3
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SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT



March 16, 2021

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Civil service Commission, term to expire 04/05/2025.

Amy Gardner
511 Crestview

received
2-4-2021

Visit
2-10-21

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

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

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

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

Ottumwa Civil Service Commission

Name: Amy Gardner Telephone: 641-814-2400

Email: (optional) al.gardner511@gmail.com

Address: 511Crestview Ave. Ottumwa, IA ZIP: 52501

Business: _____ Telephone: 641-814-2400

Address: _____ ZIP: _____

Date Available for Appointment February 2021- E-Mail: _____

Present occupation: Case Coordinator Specialist, Iowa Judicial Branch (March 2012 - Present)

Previous Employment: Area XV Multi-County Housing Agency (February 2010-March 2012)

Answer the following: (Use additional sheets if necessary)

Community Service:

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

American Home Finding Association - Secretary/Treasurer (term expires January 2022)

Past:

South Central Iowa Walk to End Alzheimer's

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

Personal:

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

Yes _____ No **X** _____

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

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

Yes _____ No

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

Yes _____ No

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

Yes No _____

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

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

I am a lifelong resident of Wapello County and have been a resident of Ottumwa's city limits since 2010.

My educational background is in business with an emphasis in human resources. Since 2010 I have been employed in government operations at the Federal and State levels; this would allow me to bring personal and professional experience to my local municipality.

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

I view the Civil Service Commission as the body responsible for inspecting applicants who seek employment with the City of Ottumwa and for overseeing the appeals process for current employees.

An understanding of local codes and State law is both necessary and desirable.

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

This vacancy would be best served by a candidate who is mindful of the commitment that such an appointment would require. In terms of time and interest, I am willing to completely invest myself.

After reviewing the most recent list of appointees to all City boards and commissions, I am discouraged by the lack of participation and representation for/by younger citizens. The City of Ottumwa and the Civil Service Commission would both be better served with more age diversity. I intend to remain a resident for some time to come so it is in my best interests to participate in civic matters that contribute to the quality of life in our city.

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

Amy Gardner
Signature

2/2/21
Date

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

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

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

The following information is desirable but not required for appointment.

Year of Birth 1988 Male _____ Female _____

Number of years a city resident 10 _____

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

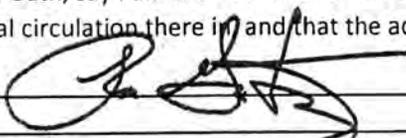
PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

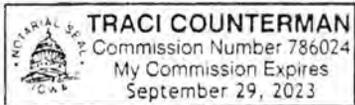
Civil Service Comm Service

City of Ottumwa



hereto attached was

published in said newspaper for 1 consecutive weeks to-wit: 02/13/2021 Subscribed and sworn to before me, and in my presence, by the said 13th day of February, 2021



Notary Public

In and for Wapello County

Printer's fee \$ 8.78

CC

**CITY OF OTTUMWA
CIVIL SERVICE COMMISSION
APPOINTMENT NOTICE**

Posted February 13, 2020
In accordance with Section 400.1, Subsection 1 of the Code of Iowa, this serves as notice of the person's name selected for Mayoral appointment to the City of Ottumwa Civil Service Commission. Per Iowa Code, the Mayor is required to publish the name no less than 30 days prior to a vote by the City Council. The Mayor's recommended appointment of Amy Gardner is scheduled to be voted on by the Ottumwa City Council at the March 16, 2021 City Council meeting.

IENT

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 16, 2021

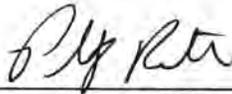
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Approve the appointment of Duke Ball to the full-time position of Director of Airport Operations for the Ottumwa Regional Airport.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the appointment of Duke Ball to the full-time position of Director of Airport Operations for the Ottumwa Regional Airport (ORA) effective on or before March 18, 2021 starting at an annual salary of \$80,000.

DISCUSSION: The appointment of Duke Ball addresses the recent void in the Fixed Base Operator role at the ORA. Ball has extensive experience in the field of aviation operations and maintenance and will be an instant asset to ORA and the City. Due to the knowledge, skill, and ability and in consideration of an offset to beginning compensation, Ball will be credited with an equivalent "years of service" providing for the accrual rate of four weeks vacation time at hire. Additionally, the City will work with Ball to provide a rental space for one airplane.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:



**Job
Description:**

Director of Airport Operations

Department:
Airport

Division:

Reports To:
City Administrator

Last Updated:
March 2021

I. Summary of Position

The Director of Airport Operations is a senior level management position serving under the supervision of the City Administrator, exercising independent judgment and working with minimal supervision, but seeking direction, on occasion, from the City Administrator on substantive matters related to administration of municipal policies, programs, and services. The Director serves on the executive management team and assists and advises managers regarding airport issues, services, policies, and programs.

The primary purpose of this position is to support the Ottumwa Regional Airport by establishing functional policies and making tactical decisions, which affect overall day-to-day operations. In addition, the position requires regular interaction to communicate or negotiate important agreements, requiring considerable tact, sense of timing and the ability to engender trust, plus sensitivity to diverse audiences, where relationships affect development and maintenance of relationships with key community members or vendors.

II. Duties and Responsibilities

A. Core Duties and Responsibilities - The following duties are the primary in this position, but do not compose an exclusive or all-encompassing list of duties. Other duties may be assigned or required to accomplish the main goals of this position.

- Enhances the organization's Airport Operations by planning, implementing, and evaluating employee relations and Airport Operations policies, programs, and practices.
- Cultivates professional and technical knowledge by attending educational workshops, reviewing professional publications, establishing personal networks, and participating in professional societies.
- Manages airport staff by recruiting, selecting, orienting, and training employees. The airport shall be staffed with qualified personnel so as to promptly and efficiently answer the airport telephone, communicate with aircraft by radio, fuel aircraft, and perform such other tasks as are necessary to facilitate the efficient operation of the Airport.
- Advances human resource staff job results by counseling and disciplining employees; and planning, monitoring, and appraising job results.
- Fuel aircraft for all pilots who request such service.
- Conduct or provide for daily inspections of all airport physical properties, including runways, taxiways, lighting systems, buildings, navigational equipment, automobile parking areas and access roads; personally make or direct others to make routine repairs, replacements and improvements in a timely and efficient manner.
- Requisition from the City or purchase small equipment and supplies required in daily operation and maintenance; recommend the purchase of new equipment and other capital expenditures; keep a complete and accurate record of all maintenance work performed on the airport.

- Determine current and potential program needs and prepare plans to fill these needs; make recommendations for current and future development of aviation facilities; coordinate all development and improvement with the proper local, state and federal agencies, engineers, architects and other professionals, aviation organizations, and public interest groups.
- Recommend to the City various ordinances and regulations relating to the safe and efficient operation of the airport, and governing the use of the airport, including the leasing of floor space, parking, hangars and other property; assure enforcement of all ordinances and regulations concerning the airport.
- Serve as a liaison between the City and the airport users and lessees relative to the preparation, negotiation, rates and charges, and terms of leases and agreements. Ensure compliance of lease agreements by tenants.
- Develop and maintain effective liaison with the traveling and general public, commercial and general aviation interests, agencies having control over, or interest in, certain airport activities, tenants and their employees, and all entities with an interest in the airport.
- Work with city staff to establish appropriate airport accounts, prepare periodic and special operations and financial reports, including annual budget requests for the City.
- Supervise the operating, maintenance, security, fire prevention, safety and other contractors performing work on the premises.
- Creates and administers policies and programs regarding airport operations in compliance with Federal and State requirements.
- Researches, prepares, oversees, and provides project coordination for special projects at the airport.
- Completes and files all Federal, State, County, and Municipal reports on behalf of the airport.
- Assist in developing, coordinating, administering and monitoring the airport budget; review and control programs and projects to ensure cost effectiveness and allocation of airport resources.
- Coordinates current and long-range planning, policies, and objectives related to airport operations within the City.

B. Additional Duties and Responsibilities - The following tasks are necessary for operations of the City, but may be shared with or performed by other staff members. The listed duties do not compose an exclusive or all-encompassing list of additional duties. Other duties may be assigned or required to accomplish the main goals of this position.

- Be responsible for notifying the Federal Aviation Administration Flight Service Station promptly of all conditions affecting the safe use of the airport.
- Format and prepare correspondence, written reports, and forms from oral and written instructions, some of which may be confidential in nature.
- Attends Airport Board meetings and prepares meeting materials as necessary.
- Participate in conferences and meetings of aeronautical and civic organizations for the promotion of aviation activity in the community; give talks on airport progress and service; coordinate the plans and assure safe operating procedures are followed for air shows, demonstrations and exhibitions at the airport.
- Directs the creation, development, and implementation of advertisement of the airport.
- Coordinates and directs the timely and efficient grounds maintenance of the airport, including the snow removal operations.

III. Qualifications - The ability to perform the Core Duties and Additional Duties listed above and:

A. Education/Training/Certifications

- High school diploma or General Education Degree (GED). Bachelor's degree in Airport Management, Aviation Science, Business or Public Administration, or related field preferred.
- Three years progressive administrative management experience. Work as a Fixed Base Operator preferred.
- Any combination of education and experience that provides equivalent knowledge, skills and abilities.
- A valid, current driver's license.

B. Skills

• **Language Skills**

- Ability to read, analyze and interpret technical procedures, financial data, or governmental regulations; Ability to write reports or business correspondence and procedure manuals; Ability to effectively present information and respond to questions.
- Ability to communicate effectively orally and in writing with personnel, government officials, regulatory agency personnel, civic organizations, city employees, news media representatives, and the general public.
- Ability to utilize a variety of advisory and descriptive data and information such as budgets, contracts, requests for proposals, project specifications, time cards, grant applications, press releases, annual reports, payroll information, billing statements, spreadsheets, purchase orders, and legal notices.
- Ability to decide the time, place and sequence of operations within an organizational framework, and to oversee their execution. Ability to analyze and categorize data and information using established criteria, to determine consequences and identify and select alternatives.
- Ability to classify, compute and tabulate data and information, following a prescribed plan requiring the exercise of some judgment. Ability to compare, count, differentiate, measure and sort information. Ability to assemble, copy, record and transcribe data and information.
- Ability to manage and direct a group of workers, including the ability to provide counseling and mediation. Ability to persuade, convince and train others. Ability to advise and interpret regarding the application of policies, procedures and standards to specific situations. Ability to provide formal instruction in a classroom or other structured setting.
- Ability to utilize a variety of advisory and descriptive data and information such as land ownership records, maps, invoices, purchase orders, budgets, contracts, project specifications, engineering manuals, time cards, annual reports, payroll information, blueprints, equipment operating manuals, policies, guidelines, billing statements, spreadsheets, union contracts, accident reports, license/permit applications, purchase orders, personnel policies, state statutes, state administrative code and non-routine correspondence.

• **Mathematical Skills**

- Ability to add and subtract; multiply and divide; calculate percentages, fractions, decimals, volumes, ratios, present values and spatial relationships. Ability to interpret inferential statistical reports and/or formulation and equation data.

- Ability to read, understand, and calculate financial statements, ratios, proportions and percentages; Ability to summarize and simplify complex technical information.
 - Ability to define problems, collect data, establish facts and draw valid conclusions; Ability to analyze and process information quickly and accurately.
 - Ability to calculate percentages, fractions, decimals, volumes, ratios, present values and spatial relationships. Ability to interpret inferential statistical reports and/or formulation and equation data.
 - Ability to read, understand and calculate engineering plans and data, including basic concepts of algebra, geometry, and trigonometry; Ability to summarize and simplify complex technical information.
 - Ability to perform these operations using units of American money and weight measurement, and distance.
- **Reasoning Ability**
 - Ability to exercise the judgment, decisiveness and creativity required in situations involving the direction, control and planning of an entire program or multiple programs; and in critical and/or unexpected situations involving moderate risk to the organization.
 - Ability to counsel, mediate, and/or provide first line supervision. Ability to persuade, convince, and train others. Ability to advise and provide interpretation regarding the application of policies, procedures and standards to specific situations.
 - Ability to define problems, collect and categorize data, establish facts and draw valid conclusions to determine consequences and identify and select alternatives.
 - Ability to analyze operations and decide the time, place and sequence of operations within an organizational framework, and to oversee their execution.
 - Ability to analyze and categorize data and information quickly and accurately using established criteria, to determine consequences and identify and select alternatives.
 - Ability to apply functional reasoning in synthesizing information and functions, and ability to influence others in activities such as leading, controlling, managing, supervising and teaching.
 - Ability to communicate orally and in writing with City personnel, elected and appointed officials, and the public.

C. Competencies

- Technical Skills - Assesses own strengths and weaknesses; Pursues training and development opportunities; Strives to continuously build knowledge and skills; Shares expertise with others.
- Problem Solving - Identifies and resolves problems in a timely manner; Develops alternative solutions; Works well in group problem solving situations; Uses reason even when dealing with emotional topics.
- Interpersonal Skills - Focuses on solving conflict, not blaming; Maintains confidentiality; Listens to others without interrupting; Keeps emotions under control; Remains open to others' ideas and tries new things.
- Oral Communication - Listens and gets clarification; Responds well to questions; Participates in meetings.
- Written Communication - Writes clearly and informatively; Able to read and interpret written information.
- Cost Consciousness - Works within approved budget; Conserves organizational resources.
- Managing People - Makes self available to staff; Provides regular performance feedback; Develops subordinates' skills and encourages growth; Fosters quality focus in others.

- Teamwork - Balances team and individual responsibilities; Exhibits objectivity and openness to others' views; Gives and welcomes feedback; Contributes to building a positive team spirit; Puts success of team above own interests; Able to build morale and group commitments to goals and objectives; Supports everyone's efforts to succeed.
- Diversity - Shows respect and sensitivity for cultural differences; Promotes a harassment-free environment.
- Ethics - Treats people with respect; Keeps commitments; Inspires the trust of others; Works with integrity and ethically; Upholds organizational values.
- Organizational Support - Follows policies and procedures; Supports organization's goals and values.
- Judgment - Includes appropriate people in decision-making process.
- Planning/Organizing - Uses time efficiently; Sets goals and objectives.
- Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.
- Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.
- Quantity - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.
- Safety and Security - Observes safety and security procedures; Determines appropriate action beyond guidelines; Reports potentially unsafe conditions; Uses equipment and materials properly.
- Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.
- Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.
- Dependability - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments; Commits to long hours of work when necessary to reach goals; Completes tasks on time or notifies appropriate person with an alternate plan.
- Initiative - Volunteers readily; Undertakes self-development activities; Asks for and offers help when needed.
- Leadership - Exhibits confidence in self and in others; Inspires and motivates others to perform well; Effectively influences actions and opinions of others.

D. Physical Abilities

- Ability to operate a variety of office equipment such as computer terminal, telephone, fax machine, calculator/adding machine, computer printer, scanner, two-way radio and photocopier.
- Ability to coordinate eyes, hands, feet and limbs in performing movements requiring moderate skill, such as typing.
- Ability to sustain prolonged visual and mental concentration. The employee is frequently required to talk and hear.
- Ability to exert light physical effort in sedentary to light work, which may involve some combination of frequent sitting, standing, walking, using stairs, lifting, carrying, kneeling, pushing, and pulling.

- The employee must regularly lift and /or move up to 25 pounds, frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

IV. Typical Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this Job, the employee is occasionally exposed to outside weather conditions. The employee is occasionally exposed to moving mechanical parts; high, precarious places; fumes or airborne particles and toxic or caustic chemicals. The noise level in the work environment is moderate to high.

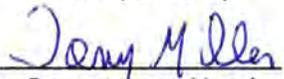
The City of Ottumwa is an Equal Opportunity Employer. In compliance with applicable state and federal law, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the City.

CITY OF OTTUMWA

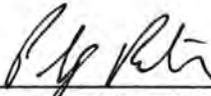
STAFF SUMMARY

Council Meeting of: March 16th, 2021

Fire
Department

Tony Miller
Prepared By

Department Head

AGENDA TITLE: Appointment of David Cronin and Chris Kenly to the position of probationary firefighters.



City Administrator Approval

PURPOSE: Appointment of David Cronin and Chris Kenly to the position of probationary firefighter on successfully passing their pre-employment physicals.

RECOMMENDATION: Approve the recommendation.

DISCUSSION: The fire department is two positions short due to two resignations. David and Chris will be hired from the Certified Civil list that will expire February 24th, 2023.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 16, 2021

Karen Bumsted

Prepared By

Chad Farrington

Department Head

Police

Department

City Administrator Approval

AGENDA TITLE: Janitorial Contract for the Law Enforcement Center.

Public hearing required if this box is checked.

RECOMMENDATION: Award contract to Dixie's Cleaning Service for year 1 (15 months) - the Shared Spaces for a best bid price of \$300.00 per month and for the Ottumwa Police Department for \$1,600.00 per month. Year 2(12 months) the Shared Spaces for a best bid price of \$310.00 per month and for the Ottumwa Police Department for \$1,650.00 per month. Authorize Mayor to sign contract.

DISCUSSION: The initial contract will cover 15 months with an option of an additional 12 months. It includes janitorial services on a daily, weekly, and monthly schedule plus equipment and supplies as stated in the Request for Proposal. We mailed out 5 Request for Proposals and received 2.

\$20,000 is budgeted, which includes other needed supplies.

Dixies Cleaning Service

Is a minority owned business that primarily operates a commercial contractor?

The company has operated for more than fifteen years with commercial and residential experience. The company's commercial service began with City of Ottumwa City Hall (3 year contract). Other commercial offices include Ottumwa's the law enforcement center (10.5 years). Residential has included numerous private homes.

City Hall Contact Bill Perry former parks director - unknown location

Ottumwa Law Center Tom McAndrew 641-777-0470

CITY OF OTTUMWA, IOWA



REQUEST FOR PROPOSALS FOR THE PURPOSE OF:

Contractual Janitorial Services

Issue Date: February 17, 2021

**Submissions due:
Wednesday, March 10 at 2:00 PM 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") is seeking proposals for contractual janitorial services for the Ottumwa/Wapello County Law Enforcement Center. Areas in the contract are limited to those occupied by the Ottumwa Police Department (OPD) and those shared by OPD and the Wapello County Sheriff's Department (WCS). The initial contract will cover fifteen months with the option for the City to contract with the Vendor for a second twelve month period. Proposals are due to the office of the City Clerk located in City Hall of Ottumwa, Iowa by 2:00 PM CST on Wednesday, March 10, 2021.

II. Scope of Work

The Law Enforcement Center located at 330 W 2nd Street is a shared jurisdiction building between OPD and WCS. For the purposes for this Proposal, the scope of work is limited to the areas occupied by the OPD and the common areas shared by both OPD and WCS. The "work week" for janitorial services is Monday through Friday. The scope of work is divided into services that are to be performed **DAILY, WEEKLY, MONTHLY, and ANNUALLY** as outlined in the grid below. With the exception of those items listed below, the Vendor shall provide any required materials, supplies, and equipment to execute the scope of work. A space will be provided for the selected Vendor to store supplies and equipment. 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.

Janitorial services to be completed within this Scope of Work (as scheduled) are as follows:

SERVICES – DAILY	OPD	OPD/WCS
Vacuum carpeting	X	X
Clean bathrooms and mirrors and clean/disinfect stools, urinals, and sinks	X	X
Check and refill toilet paper, towel, and soap dispensers as needed	X	X
Clean locker rooms and clean/sanitize shower stalls	X	
Clean/sanitize drinking fountains	X	X
Dust mop all tile flooring	X	X
Damp mop tile flooring in high traffic areas	X	X
Clean break rooms, officer's area, and roll call tables and counters	X	
Empty all wastebaskets, replace with clean bag if needed and carry to dumpster	X	X
Clean wall switch coverings and other finger traffic areas	X	X
Clean spots out of carpet as needed	X	X
Clean the inside of the office windows as needed	X	X
Dust mop stairs		X
Damp mop entry tile flooring		X
Clean dispatch area including break room and bathroom		X
Clean glass at entrances and lobbies		X

SERVICES – WEEKLY	OPD	OPD/WCS
Dust offices; includes counters, computer equipment, and file cabinets. Do not move or spray any papers, computer equipment, office machines, or other items.	X	
Dust chairs, chair legs, tables, desks, and window ledges	X	X
Check walls and ceilings for cobwebs, remove	X	X
Clean glass in Sergeant’s office, roll call, secretary’s office, and common space	X	
Damp mop remaining tile floors	X	X
Damp mop remaining stairs		X
SERVICES – MONTHLY		
Sweep cement floor areas	X	
Dust air vents	X	X
Dust venetian blinds	X	
Clean communications equipment room		X
SERVICES – ANNUALLY		
Strip and wax tile floor	X	X
Shampoo carpet	X	X

The above description of 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.

III. Timeline and Submittal Information

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

- Wednesday, Feb. 17, 2021: Issue Request for Proposal
- Wednesday, March 10, 2021 at 2:00 PM: Proposals Due
- Tuesday, March 16, 2021: Council Adoption of Proposal
- Thursday, April 01, 2021: Tentative Start Date

Any questions or need for additional information related to this Request For Proposal may be submitted to Kristen Mitchell, Purchasing Agent at mitchellk@ottumwa.us or (641) 683-0617. 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](#). To request an inspection of the site prior to submitting a proposal or for further information regarding the scope of services, please contact Lt. Mickey Huckes at (641) 683-0633 or huckesm@ottumwa.us.

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 submission if the successful Vendor 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 services 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.

IV. Submission Requirements

Submittals must be received at the address below by 2:00 PM CST on March 10, 2021¹:

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 three (3) copies of a written proposal, signed by the proposing Vendor. All submittals shall become the property of the City. No public opening will be held. Proposals must reference "**Police - Janitorial Services**" on the exterior of the sealed proposal and are required to submit the following items in order to be considered:

- (A) **Firm Experience:** Provide a narrative description of the firm and identify the firm's experience with cleaning buildings.
- (B) **References:** Provide a minimum of two references. 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.
- (C) **Completed Cost Form (Appendix B):** 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.
- (D) **Other Information:** Provide any other information that may be helpful in assessing the Vendor's ability to perform the work and in applying the evaluation criteria set out in the Request for Proposal.

V. Evaluation Criteria

The City of Ottumwa will evaluate each proposal fairly and impartially utilizing an evaluation committee consisting of city staff. The City may complete the selection process based solely on the response to the RFP. Candidates selected will be subject to a background and security check and be required to submit personal information.

Selection of firms for interview will be based on the following standards:

- (A) Responsiveness and completeness of the proposal.
- (B) Experience of the individual/firm in providing cleaning services.
- (C) References.
- (D) Rate Structure as outlined in the completed Appendix B – Cost Proposal Form.
- (E) Hourly rates/fees for additional services (if any) offered.

¹ Any proposal received after due date and time will not be considered

VI. General Terms and Conditions

- (A) **Contract:** The Vendor agrees that if their proposal is accepted, they will enter into a Contract (Appendix A) for the delivery of said services. 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.
- (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 Vendor shall remain an independent contractor, and all employees of the Vendor or its subcontractors shall remain the employees of the Vendor 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 Vendor 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.
- Bodily injury / property damage - \$300,000 per person / \$50,000 per occurrence
 - Comprehensive General Liability \$1,000,000 / occurrence (\$1,000,000 aggregate)
 - Worker's Compensation as required by law
- (F) **Acceptance by Vendor:** Submission of a proposal indicates acceptance by the Vendor 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.

"APPENDIX A"

CONTRACT TEMPLATE

In consideration of the mutual promises set forth below, the **CITY OF OTTUMWA, IA.**, ("Owner") and _____ ("Contractor") makes this contract as of the ____ day of March, 2021, and agree as follows:

ARTICLE 1 – WORK

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "work":

- 1.1 Provide, perform, and complete all labor, services, equipment, and materials necessary to accomplish the services as set forth in the Request For Proposal, which is attached hereto and incorporated herein by reference as if set forth in full.
- 1.2 Procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection with the project.
- 1.3 Procure and furnish all bonds and all certificates and policies of insurance specified in this contract.
- 1.4 Do all other things required of Contractor by this contract.

ARTICLE 2 - STANDARDS OF PERFORMANCE

Contractor shall provide, perform, and complete all work in a proper and workmanlike manner, consistent with the highest professional standards applicable to such work, with the greatest economy, efficiency, and expedition consistent therewith.

ARTICLE 3 - FINANCIAL ASSURANCES

3.1 Contemporaneous with Contractor's execution of this contract, Contractor shall provide a Janitorial Service bond in the amount of ten thousand dollars (\$10,000). Contractor shall, at all times while providing, performing, or completing the work, maintain and keep in force, at Contractor's expense, the bond(s) required hereunder.

3.2 Contemporaneous with Contractor's execution of this contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverage and limits set forth in this contract. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Owner. Contractor shall, at all times while providing, performing, or completing the work maintain and keep in force, at Contractor's expense, the minimum insurance coverage and limits set forth in this contract. Owner shall be an additional named insured (insured for the additional named insured's conduct to the same extent as if the additional named insured was the policy holder) and an additional insured (insured for the additional insured's liability that arises from the conduct of the policy holder and is not insured for liability that arises from the conduct of the additional insured).

3.3 Insurance Coverage:

- 3.3.1 Workers Compensation and Employer's liability with limits in compliance with the applicable provisions of the laws of the State of Iowa.
- 3.3.2 Bodily injury per person and three hundred thousand dollars [\$300,000.00] bodily injury per occurrence; and fifty thousand dollars [\$50,000.00] property damage per occurrence. All employees shall be included as insured.

- 3.3.3** Commercial General Liability Insurance: for bodily injury, including death, and property damage with combined single limits of not less than \$1,000,000 for injury or death to any one person or injuries or death to more than one person arising out of a single occurrence; and limits of not less than \$1,000,000 for damage to property arising out of a single occurrence.
- 3.4** Contractor shall be responsible for the payment of all claims for labor performed and materials furnished, used or consumed in performing the services under this Contract.
- 3.5** Contractor shall be responsible for the payment, record keeping, and filing of all taxes and fees associated with the execution of this Contract, including Sales and Use Tax. 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, Form 35-002 of the Iowa Department of Revenue, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. The Contractors shall file with the Owner executed copies of these forms. 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.

ARTICLE 4 – PAYMENT

- 4.1** Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this contract, and Contractors shall accept in full satisfaction for providing, performing, and completing the work, the amount(s) set forth in the attached RFP (subject to any additions, deductions, or withholdings provided for in this contract).
- 4.2** The contract rate [identified in the RFP as the “Combined Monthly Fee”] shall be invoiced monthly by Contractor and paid by Owner within fifteen (15) days of receipt of the invoice for aforementioned services.

ARTICLE 5 – DEDUCTIONS

Owner shall have the right to deduct and withhold from any monies in its hands, otherwise due, or to become due, to said Contractor for non-performance of this contract. Said liquidated damages shall not exceed such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to:

- 5.1** Work that is defective, damaged, flawed, unsuitable, non-conforming, or incomplete;
- 5.2** Damage for which Contractor is liable under this contract;
- 5.3** State or local sales, use, or excise tax from which Owner is exempt;
- 5.4** Liens or claims of lien regardless of merit;
- 5.5** Claims of subcontractors, suppliers, or other persons regardless of merit;
- 5.6** Inability of Contractor to complete the work;
- 5.7** The cost to Owner (including attorneys’ fees, disbursements, and costs) of correcting any of the aforesaid matters or exercising any one or more of Owner’s remedies set forth in this contract.

ARTICLE 6 - SUBCONTRACTORS AND SUPPLIERS

- 6.1** Contractor shall perform the work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing.
- 6.2** All subcontractors, suppliers, and subcontract used by Contractor shall be acceptable to, and approved in advance by, Owner. All subcontractors or suppliers used by Contractor must agree to be bound by the terms, provisions and conditions of this contract so far as they are applicable to the work undertaken by the subcontractor or supplier. Owner’s approval of any subcontractor or supplier shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the work in full compliance with, and as required by or pursuant to, this contract.

- 6.3 Contractor agrees, to the extent practicable, to maintain a list of all subcontractors, suppliers, and service providers performing, furnishing, or procuring labor, services, materials, plans, or specifications under the contract.
- 6.4 If any subcontractor or supplier fails to perform the part of the work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such termination.
- 6.5 Contractor shall pay all claims for labor, services, or materials, by subcontractors and/or suppliers that pertain to the public improvement or public work.
- 6.6 Nothing in this contract shall be construed to create any contractual relationship between Owner and any subcontractor or supplier.

ARTICLE 7 - INDEMNIFICATION

- 7.1 Contractor agrees that it shall protect, indemnify, and hold harmless the Owner and its respective officers, officials, employees, and agents from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, suits, and attorney's fees resulting from the negligence or fault of the Contractor or the Contractor's officers, officials, employees and agents arising out of, resulting from or in any manner connected with the performance or nonperformance of this contract.
- 7.2 Contractor shall, at the option of the Owner defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.

ARTICLE 8 – NON-DISCLOSURE

- 8.1 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 Owner, 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.
- 8.2 Contractor further agrees to require its employees and agents who have access to the premises to sign a Non-Disclosure Agreement (NDA) 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.

ARTICLE 9 - LABOR STANDARDS

- 9.1 The Contractor shall comply with the applicable state and/or federal labor standards and shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith. Owner reserves the right to terminate this contract if Contractor, any subcontractor, or supplier breaches any of the applicable labor standards, including but not limited to Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), and Americans with Disabilities Act (ADA) regulations.
- 9.2 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.

ARTICLE 10 - NON-DISCRIMINATION

During the term of this contract the Contractor shall not discriminate against any person based on race, color, national origin, gender, age, disability, sexual orientation, religion, or marital status.

ARTICLE 11 - AFFIRMATIVE ACTION

During the term of this contract Contractor shall comply with all applicable affirmative action mandates.

ARTICLE 12 - EQUAL EMPLOYMENT

During the term of this contract Contractor shall comply with all applicable equal employment obligations.

ARTICLE 13 - SAFETY OF WORK SITE

13.1 Contractor shall be responsible for providing and maintaining safe conditions at the work site while performing services under this Contract. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

13.2 Contractor shall ensure a drug free environment in accordance with Federal regulations.

ARTICLE 14 - DISPUTES AND REMEDIES

14.1 To avoid and settle without litigation Owner and Contractor agree to engage in good faith negotiations regarding any disputes that may arise.

14.2 If the dispute resolution procedure set forth in ARTICLE 14.1 fails to resolve any dispute to the satisfaction of Owner or Contractor, either party shall be entitled to pursue such remedies as it may have in law or equity.

ARTICLE 15 - GOVERNING LAWS/VENUE

15.1 This contract and the rights and obligation of Owner and Contractor under this contract shall be interpreted according to the laws of the State of Iowa.

15.2 Venue, as to any dispute that may arise under this contract, shall be in the Circuit Court, County of Wapello, in the State of Iowa.

ARTICLE 16 - RELATIONSHIP OF PARTIES

16.1 Contractor shall act as an independent contractor in providing and performing the work under this contract.

16.2 Nothing in, or done pursuant to, this contract shall be construed to create the relationship of principal and agent, partners, or a joint venture between Owner and Contractor.

ARTICLE 17 – ASSIGNMENT

17.1 Contractor shall not assign this contract in whole or in part.

17.2 Contractor shall not assign any of its rights or obligations under this contract.

17.3 Contractor shall not assign any payment due or to become due under this contract.

ARTICLE 18 - BINDING EFFECT

18.1 Owner and Contractor represent and warrant that it has carefully reviewed and fully understands this contract, including its attachments.

18.2 This contract shall be binding upon and shall inure to the benefit of Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

ARTICLE 19 - SEVERABILITY

19.1 The provisions of this contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole.

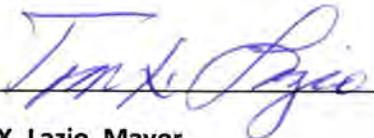
19.2 In the event any provision of this contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provision of this contract shall be in any way affected thereby.

ARTICLE 20 – AMENDMENTS

No modification, addition, deletion, revision, alteration or other change to this contract shall be effective unless, and until such is reduced to writing and executed by Owner and Contractor.

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

CITY OF OTTUMWA

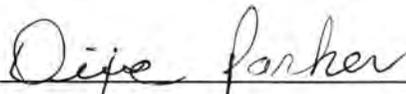


Tom X. Lazio, Mayor

ATTEST:



Chris Reinhard, City Clerk



Contractor

By: Dixie's Cleaning Services

2845 Oak Meadow Drive
Address

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CITY OF OTTUMWA


Tom X. Lazio, Mayor

ATTEST:


Chris Reinhard, City Clerk



Contractor

By: _____

Address

"APPENDIX B"

**COST PROPOSAL FORM: CONTRACTUAL JANITORIAL SERVICES
OTTUMWA/WAPELLO COUNTY LAW ENFORCEMENT CENTER**

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement regarding the Request For Proposal (RFP) and detailed specifications for Contractual Janitorial Services and agrees to furnish said services in accordance with those documents.

Dollar amounts should be entered as the total price per month for both the Ottumwa Police Department (OPD) area AND the shared space by OPD and Wapello County Sheriff (WCS). The Combined Monthly Fee² is the sum of the monthly rate for the two designated areas.

	OPD ONLY	SHARED SPACE – OPD/WCS	COMBINED MONTHLY FEE
Year 1 (15 months) 4/1/21-6/30/22	\$ 1600	\$ 300	\$ 1900
<i>Optional</i>			
Year 2 (12 months) 7/1/22-6/30/23	\$ 1650	\$ 310	\$ 1960

Hourly rates General Cleaning - @ 23.50
It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any informality in connection therewith, or to accept any proposal which in its opinion is to the best interest of the City.

If my proposal 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.

Dixie Parker
By: (please print/type name)

Owner
Title

Dixie's Cleaning Services
Company Name

641-777-2302
Telephone

2845 Oak Meadow Drive
Ottumwa IA. 52501
Address

Dixie Parker
Signature

3/10/21
Date

² Local Preference: Ordinance 2937-2004 gives a three percent (3%) preference to vendors located within the corporate limits on proposals accepted by the City.

Police - Janitorial Services -

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 16, 2021

Public Works - WPCF
Department

Ron Jacobsen
Prepared By

Larry Seals *Larry Seals*
Department Head

Ally Rex

City Administrator Approval

AGENDA TITLE: Approve the purchase of an auto start system for the Caterpillar engine at Orchard Pump Station.

**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 an automatic starting system for the Cat engine from Motion Industries for the cost of \$14,629.39.

DISCUSSION:

The Orchard CSO pump station has 2 pumps that run off of diesel engines. These engines require staff to manually start and monitor them when there are high river levels not allowing rain and sewer flows from the combined sewer to gravity flow to the river. By installing an automatic system to start one of these pumps, the WPC staff can monitor other areas of town and not have to immediately attend to Orchard pump station.

The second engine is a John Deere, which requires a different auto start system. Once an auto start package can be speced out for this engine it will also be automated.

WPCF budgeted \$127,000 in 610-8-815-6799 for improvements to the Orchard Pump Station and there is \$115,334 left. Funds will be taken it out of that account.

Source of Funds: Sewer Fund

Budgeted Item: YES

Budget Amendment Needed: NO



Quote

MOTION INDUSTRIES

710 SOUTH MADISON AVENUE
 OTTUMWA, IA 52501-5228
 PHONE : 6416825401
 FAX : 6416821688

Date: 03/01/21

Note: Due to recent volatility of raw materials, price and delivery are subject to change based on availability at time of order.

Requests for statutory and regulatory documentation (REACH, RoHS, California Prop 65, Conflict Minerals, Certificates of Conformance, Safety Data Sheets, and other applicable compliance documents) for the product(s) in this order must be communicated by the customer to the Motion Industries, Inc. sales representative at the time the order is placed. Motion Industries, Inc. cannot accept requests for these documents after completion of the sale.

To:
 CITY OF OTTUMWA CITY HALL SHIPPING TO:
 CITY OF OTTUMWA
 SOUTH EMMA
 WPCF
 OTTUMWA, IA 52501-1701
 PO: LOFA SYSTEM
 REL: JESSE MERRILL

Quote Number: IA08 - 220453
Customer RFQ: LOFA SYSTEM
FOB: FOB ORG,FRT PP&ADD
Quote Sent By: TONY
Payment Terms: 1% 10 & 25TH NET 30
Delivery: STOCK UNLESS NOTED

CUST.PICK-UP BRANCH

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 001					
LOFA SYSTEM AUTO START W/SENSOR		1	EA	\$14,629.390	\$14,629.39
ITEM NO: 99999999	CATERPILLAR				
DELIVERY DATE: 04/30/21					
JESSE, THIS WILL INCLUDE PANEL, HARNESS, LABOR/INSTALL, TRANSDUCER AND PROGRAMING. THANKS, TONY					
SUB TOTAL:					\$14,629.39
SALES TAX:					\$0.00
TOTAL: USD					\$14,629.39
Want to view inventory and place orders on-line? MotionIndustries.com can meet your needs. Register On-line at www.MotionIndustries.com .					

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

CP750 CANplus® SERIES CONTROL PANEL

FOR ELECTRONICALLY GOVERNED AND MECHANICALLY GOVERNED ENGINES

The LOFA CANplus 750 Engine Control Panel monitors, controls, and automatically starts/stops both electronically and mechanically governed engines. Control panel models available for Tier IV Final/Euro Stage IV and all previous emission standards levels.

CP750 FEATURES

- Rugged weather-resistant Aluflex® extruded aluminum and powder coated housing with heavy-duty mounting bracket system including isolation mounts
- Intuitive display Interface with user-friendly configuration menu
- Panel can be field configurable for a wide range of applications
- Reverse polarity protection
- Analog fuel level input
- Heavy-duty IP64 key switch with booted key
- Key switch features mechanical lock-out to prevent re-start attempts when engine is running
- Ramp throttle adjustment via momentary rocker switch
- Solid state design facilitates high current switching
- Two(2) fault switch inputs with customizable diagnostic messages
- LED indication for standby, preheat, warning and stop
- Alarm output indicates prestart warning and fault condition
- Auxiliary output for engine running, auto-start or engine-at-speed
- CE Listed (AluFlex only)
- Fully compatible with Tier IV Final and Euro Stage IV engines
- Connections:
 - Sealed dual auto-start switch connector
 - Sealed M12 transducer connector
 - Industry standard 21-pin sealed connector

CP750 AUTOMATIC START/STOP

- Configurable warm-up, ramping and cool down throttle profile
- 4-20mA transducer and two-switch inputs support multiple control scenarios such as single switch, dual switch, level transducer and pressure transducer
- Throttle maintain modes use transducer reading to adjust the engine speed to match a configurable set point (level or pressure)
- Transducer input supports simple start/stop operation with configurable high and low set points
- Transducer and switches mode provides backup of transducer function for added protection in critical applications

CP750 DISPLAY FEATURES

- Large 4.3" (diagonal) IP67 LCD displays SAE J1939 parameters and diagnostics
- High contrast display readable in bright sunlight
- Backlight allows reading display in total darkness
- PIN protection available for added security
- 10 language support



CP750G2RD

- Configurable display units (US/Metric)
- Active alarms displayed in clear language
- User selectable gauge layout; up to 16 gauges
- 5 tactile function buttons
- Visual indication for switch states and transducer output
- 16 service timers
- Configuration via display:
 - transducer start-stop
 - transducer alarms
 - engine run speed
 - throttle profile
 - automatic start/stop mode

CP750 SUITE/CONFIGURATION

- Ability to create and save application specific configuration files
- Quickly create custom splash screens from graphics files
- Provides additional configuration parameters not available via display
- Facilitates convenient and efficient firmware updates
- Software feature enhancement updates downloadable from LOFA website



- 1) Digital rotary throttle with push-to-set speed selector allows for changes to engine speed presets.
- 2) 21-pin engine harness connector
- 3) Top: CPC sealed dual float switch connector with cap
Middle: M12 sealed transducer connector (cap not shown)
Bottom: M12 sealed RS485 serial connector (cap not shown)

LOFATM
INDUSTRIES^{INC}

250 Hembree Park Drive, Suite 122
Roswell GA 30076
Phone: 770 569 9828
Fax: 770 569 9829
www.LOFA.net

Advanced Engine Control Technology

CP750 - ELECTRONICALLY GOVERNED ENGINES

- Displays SAE J1939 parameters reported by the ECU
- Displays all SAE J1939 CANbus diagnostic messages

CP750 - MECHANICALLY GOVERNED ENGINES

- Performs ECU functions of monitoring oil pressure, temperature, tachometer input, hourmeter
- Optional CANplus throttle actuator kit provides full electronic engine speed control including warm-up, cool down, and configurable speed presets

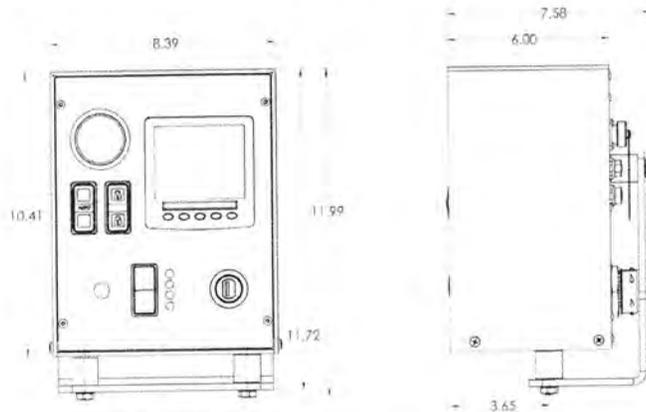
CP750 MODBUS (OPTIONAL)

- Modbus slave via RS485 port
- Modbus ASCII or RTU serial transmission modes
- Allows monitoring of J1939 parameters via Modbus
- Start/stop available in automatic mode
- Set requested engine run speed
- Configure select parameters

CP750 EMISSIONS MANAGEMENT PROVISIONS (Optional)

- Tier 4 operator interface simplifies exhaust emission system management for DPF and SCR technologies
- DPF regeneration management is simplified by a three-position rocker switch and display icons instead of navigating complicated display menus.
- Emissions management by J1939 CANbus (hardwire optional)
- Optional interlock rocker switch is available in both CANbus and hardwire configuration

CP750 DIMENSIONS



Tier IV DPF Version Shown

CP750 OPTIONS

- Low temperature display
- NEMA 4X enclosure with lockable door and isolation mounting
- Plug-and-play harnesses
- Aluflex security door
- M12 sealed RS485 connector
- Digital rotary throttle
- 2 or 3-state throttle switch
- CANbus nodes to facilitate analog sensor inputs
- Keyless lever ignition switch
- Telemetry module

CP750 WARRANTY

- 2 Year Limited Warranty

CP750 SPECIFICATIONS

Voltage - System Nominal	10-28 VDC
Standby Current	85 mA @ 13.5V; 43 mA @ 26V
Operating Temperature	-13F TO 167F (-25C TO 75C)
Operating Temperature (low temperature version)	-40F TO 167F (-40C TO 75C)
Reverse Polarity Protection	YES
Starter Relay	REQUIRED
CANBus Standard	SAE J1939 (CANBUS 2.0B)
Solid State I/O:	
ECU/Solenoid	10A
Starter	10A
AUX Output	750 mA
Alarm Output	750 mA
Transducer Input	4-20 mA
Aux Shutdown Input	2
Fuel Sender Input	1



Advanced Engine Control Technology

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 16, 2021

<p>_____ Central Garage Department</p>	<p>_____ Kelly Blankenship Prepared By</p> <p>_____ Larry Seals <i>Larry Seals</i> Department Head</p>
<p><i>Ry Ret</i> _____ City Administrator Approval</p>	

AGENDA TITLE: Purchase a Traffic Signal Microwave Detection system from MoboTrex for the sum of \$22,215.00.

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

RECOMMENDATION: Approve the purchase of a traffic signal microwave detection system from MoboTrex in the amount of \$22,215.00

DISCUSSION: The traffic signal on Quincy Avenue at the southern access to the Hy-Vee (also to Aldi & former Target building) has experienced multiple loop detector failures and is in need of repair. At this time, the traffic signal is in large being run off a set timing system instead of the intended loop "detection" system. Life cycle of a standard loop varies between 5-7 years. A standard loop costs \$1,200.

In the summer of 2020, a trial of a microwave detection system was run in this intersection with great results. Instead of reconstructing the intersection and installing the standard Loop Detectors, which are prone to failure, a microwave detection system will be permanently installed.

Two quotes were received for comparable traffic signal detection systems. The lowest competitive quote was received by Mobotrex in the sum of \$22,215.00. This item has been budgeted through Electrical Maintenance for the sum of \$25,000.

Source of Funds: Electrical Maintenance	Budgeted Item: Yes	Budget Amendment Needed: No
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Quote

Quote Number: 1091069

109 West 55th Street | Davenport, IA 52806 | (563) 323-0009

Customer: OTT0001

Ottumwa, City Of
Electrical Department
550 Gateway Dr
Ottumwa IA 52501-2303
United States

Date: 02/22/2021

Expire Date: 3/24/2021

Prepared By: Zank, Justin D.

Part #	Description	Quantity	Price	Extended
MOD-03738-MSS	IA Ottumwa IA149(BUS63) & Woodland Ave	1	\$21,327.00	\$21,327.00
FS-LABOR		4	\$222.00	\$888.00

Sale Amount:	\$22,215.00
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	\$22,215.00

Notes:

Shipping included

Terms:

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

Shipment of the material will be approximately 90 days after receipt of both an acceptable purchase order and approved submittal data if required. PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, Inc. retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the date of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, Inc. only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, Inc. Terms & Conditions document at our website: www.mobotrex.com.

Thank you for the opportunity to provide this quote.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: 3-16-2021

Public Works - WPCF
Department

Ron Jacobsen
Prepared By

Larry Seals *Larry Seals*
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Approve the purchase of equipment for sludge pressing.

**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:

Approved the purchase of an actuating valve, magnetic flow meter and programming for sludge pressing when needed. These items are purchased from different suppliers. Total cost is \$14,500.

DISCUSSION:

The current method of controlling flow to the sludge press requires operators to leave the press room and manually operate a plug valve in the line that feeds the press. This valve is constantly adjusted to get the proper blend of solids and polymer to the press. Without the proper blend the solids won't clump together and separate from the liquid.

With the actuating valve and flow meter installed operators will be able monitor and control the flow base off of the flow meter and the new valve will adjust to maintain the required flow. The controls for the new equipment will be integrated into the existing control panel, which is located next to the press.

WPCF budgeted \$75,000 in 610-8-815-6399 for miscellaneous maintenance and repair. The funds will be taken out of that account.

FINAL



Submit your PO to:
MICRO MOTION INC
7070 WINCHESTER CIR
BOULDER
CO 80301
UNITED STATES

CITY OF OTTUMWA
2222 S EMMA
OTTUMWA, IA, 52501-3508, US
Reference: Ottumwa WPCF - 6" Sludge Mag
Meter
Project:

Date: 04-Feb-21
Emerson Proposal: 6837385 **Ver:**1
Expiration Date: 05-Apr-21

To: Ron Jacobsen

Phone:
Fax:
Email: jacobsenr@ottumwa.us

From: BREYETTE, ADAM

Phone: 800-406-5252
Fax: 952-906-8813
Email: Adam.Breyette@Emerson.com

Mellen & Associates North

Phone: 712-322-9333
Fax:
Email: chris@MellenInc.com

Summary Of Understanding

Table Of Contents

1. Commercial Summary
2. Detailed Item Summary
3. Terms & Conditions

Commercial Summary

Expiration Date: 05-Apr-21
Ultimate Destination: United States

Shipping Terms: Inco2020: CPT (Origin)
Freight Terms : Freight & Handling
Payment Terms: Payment due in 30 days

Lead Time: 6 WEEKS ARO

Cust Line	Item	Qty	Units	Description	Unit Price (USD)	Extended Price (USD)
	1	1	Each	ROSEMOUNT 8750W UTILITY MAGNETIC FLOW METER SYSTEM, 6 INCH (DN150) 8750WDMW1A1FPSA060CA1M4G1	2,272.90	2,272.90

TOTAL PRICE **2,272.90**
(USD)
(NOTE: Taxes not included)

Detailed Item Summary

Cust Line	Item	Qty	Units	Description	Unit Price (USD)	Extended Price (USD)
1	1	1	Each	ROSEMOUNT 8750W UTILITY MAGNETIC FLOW METER SYSTEM, 6 INCH (DN150)	2,272.90	2,272.90
				8750WDMW1A1FPSA060CA1M4G1		
				8750W060 ROSEMOUNT 8750W UTILITY MAGNETIC FLOW METER SYSTEM, 6 INCH (DN150)		
				D Sensor Design Revision: Revision "D"		
				M Transmitter Class: Revision 4 Electronics		
				W Transmitter Mount: Remote Wall Mount		
				1 Transmitter Power: AC Power Supply (90 to 250VAC, 50-60Hz)		
				A Transmitter Outputs: 4-20mA; Digital HART; Scalable Pulse		
				1 Conduit Entries: 1/2-14 NPT		
				F Sensor Style: Flanged		
				P Lining Material: Polyurethane		
				S Electrode Material: 316L Stainless Steel		
				A Electrode Type: 2 Measurement Electrodes - Standard		
				C Flange Type and Material: Slip-On, Raised-Face, Carbon Steel		
				A1 Flange Rating: ASME B16.5, Class 150		
				M4 Transmitter Display: Local Operator Interface		
				G1 Ground Ring: 316L Stainless Steel (Qty 2)		

The present quotation, the acceptance of an order under this quotation and the fulfilment of any contractual obligations as a consequence of the quotation, are subject to all current applicable import, export control and sanctions laws, regulations, orders and requirements, including those of the United States where applicable. However, such laws and regulations may be amended from time to time including during the processing of an order. If Emerson (The Company) should fail to receive any necessary or advisable licenses, authorizations or approvals, even arising from inaction by any relevant government authority, or if any such licenses, authorizations or approvals are denied or revoked, or if there is a change in any applicable laws, regulations, orders or requirements that would prohibit the Company from fulfilling any order, or would in the reasonable judgement of the Company otherwise expose the Company to a risk of liability under such laws, regulations, orders or requirements if it fulfilled the order, the Company shall be relieved without penalty of all obligations with respect to any order resulting from this quotation.

Product Material Compliance

For orders destined for installation in the European Union, some products on this order may be considered out of scope from European Directive 2011/65/EC. For more information on EU RoHS, EU REACH, and other laws which regulate product material content, please refer to <http://www.emerson.com/compliance> for up-to-date product information.

Terms & Conditions

This quote is offered subject to the terms and conditions agreement between the parties. If no agreement exists, then this quote shall be subject to Emerson Automation Solutions' terms and conditions of sale, a copy of which can be found at the following website:



Terms of Quotation and Sale - Goods & Services

These Terms govern Emerson's quotation and any resulting Contract for Emerson to supply Goods, Documentation, Software and Services.

1. Quotation & Contract

- 1.1 Emerson's quotation is valid for acceptance for 30 Days after its date, unless Emerson has stated a different period or withdraws it earlier.
 1.2 The PO must be in writing and has no effect until Acknowledgement. Emerson is not obliged to accept any PO.
 1.3 If there are any conflicts, discrepancies or ambiguities, the following order of priority applies: (1) the Acknowledgment, (2) these Terms, (3) the PO and (4) Emerson's quotation. Clauses 5 and 16 of these Terms take priority over the rest of these Terms.
 1.4 All communications about the Contract must be in English and state the Customer PO number and Emerson order number.

2. Customer Duties

- 2.1 Customer must in a timely manner supply the information, documents and instructions Emerson reasonably needs to proceed with its Contract duties.
 2.2 Customer is responsible for the accuracy and completeness of all information it supplies.
 2.3 If Emerson performs Services at Site, Customer will not ask Emerson or Emerson Personnel to enter any agreement which imposes, waives, releases, indemnifies or otherwise limits or expands any rights or obligations in respect of Emerson or Emerson Personnel. Any such agreement is void.
 2.4 If the acts or omissions of Customer, Customer Personnel or Customer's other contractors delay or prevent Emerson from performing a Contract duty or increase Emerson's costs, time will be extended and Customer will compensate Emerson accordingly.

3. Delivery

- 3.1 **Delivery and Performance Periods.** Delivery and performance periods begin on Acknowledgment. All delivery periods and dates stated are approximate. Emerson will not be liable for any damages caused by its failure to deliver or perform on time.
 3.2 **Delivery Terms.** Unless the Contract says otherwise, Emerson will deliver the Goods, Documentation and Software from its, its Affiliate's or third party's factory or warehouse (the point of delivery). Carriage Paid To (CPT) the place of destination named in the Contract (Incoterms® 2010). Customer will pay for freight, packing and handling at Emerson's then current rates.
 3.3 **Partial Shipments.** Emerson may make partial shipments. Emerson may ship batteries separately from the rest of the Goods. Hard copies of Documentation may be shipped separately from the Goods.
 3.4 **Storage.** Emerson may place Goods, Documentation and Software into a third party warehouse chosen by Emerson, at Customer's expense if Customer, by its acts or omissions, delays their shipment. On placing Goods, Documentation and Software in the warehouse, delivery is complete and risk and title in Goods and Documentation passes to Customer. This Clause 3.4 does not apply to Goods, Documentation and Software which Emerson or its Affiliate is to export from the United States.

4. Title & Risk

- Even if the Contract says otherwise and except as stated in Clauses 3.4 and 5:
 a) for any Goods and Documentation which Emerson or its Affiliate is to export from the United States, title and risk of loss will pass to Customer when they pass the territorial limits of the US;
 b) for all other Goods and Documentation, title will pass to the Customer on delivery and risk of loss will pass to Customer under the Incoterms® 2010 rule stated in the Contract.

5. Documentation, Software, Firmware and Intellectual Property

- 5.1 Emerson and other owners will each keep all rights, interest and title in their respective Documentation, Software and Firmware (including copies of Software and Firmware).
 5.2 Customer's use of Software and Firmware is governed exclusively by the software license agreement with Emerson (or its Affiliate) if there is one or, in any other case, by the license terms of the owner.
 5.3 If Software or Firmware is not governed by a separate software license agreement, Customer is granted a non-exclusive, royalty-free license to use that:
 a) Software only in conjunction with the Goods; and
 b) Firmware in the Goods, only as incorporated in the Goods.
 In both cases, the license applies only at the Site where the Goods are first used.
 5.4 Customer may only copy Documentation (with its copyright notices unchanged) as needed to install, operate, re-calibrate, de-install, maintain and repair the Goods for its reasonable internal business purposes.
 5.5 Unless the Contract says otherwise, Documentation will consist of one copy only of Emerson's, its Affiliates', or the manufacturer's standard documents in English. Emerson is only required to supply third party documents if authorised to do so by the third party. Emerson may choose to supply Documentation by hard copy, by CD-ROM or other suitable media, or by download from a website.

6. Compensation

- 6.1 **Prices/Rates.**
 Unless the Contract says otherwise, the prices, Software license fees and rates:
 a) are fixed for Goods, Documentation and Software licenses delivered and for

- b) exclude all taxes (such as sales, use, value added and similar taxes), duties, levies and similar charges. Emerson will invoice all these taxes, duties, levies and charges unless it has received an appropriate exemption from Customer,
 c) exclude freight, packing and handling; and
 d) exclude the storage, installation, start-up and maintenance of the Goods and Software.

6.2 Payment Terms.

- a) Customer will pay Emerson:
 (i) in full without set-off, counterclaim or withholding (except deductions required by Law which shall be immediately deducted without undue delay and evidence of such payment shall be provided to Emerson no later than 90 days of the deduction);
 (ii) in the currency of Emerson's quotation; and
 (iii) within 30 days of the invoice date.
 b) Emerson will invoice:
 (i) Goods (including part shipments), Documentation and Software license fees: on delivery.
 (ii) Services and storage costs under Clause 3.4: monthly in arrears.
 c) Customer will pay Emerson by cheque or direct bank transfer to the Emerson bank account stated in the Contract or invoice, paid in either case from Customer's account with a bank in Customer's country. Emerson may reject payment by any other method.
 d) Customer waives the right to dispute any invoiced amount unless Customer tells Emerson of the dispute (with detailed reasons) within 10 Days from the invoice date. All undisputed amounts are payable as set out in Clause 6.2(c).
 e) Emerson may end the Contract or suspend performance (including withholding shipment and suspending performance of Services) if Customer fails or, in Emerson's reasonable opinion, appears likely to fail to make payment when due under the Contract or any other contract. This action will not subject Emerson to any penalty or affect its other rights.
 f) Emerson may at any time demand such security for payment as Emerson may think reasonable, and Customer will provide the security within 10 Days after the request. This action will not affect any other right of Emerson.
 g) Customer must pay all expenses (including attorneys' fees) incurred by Emerson in collecting late payments, up to the maximum amounts permitted by Law.

7. Warranties

7.1 Emerson warrants that:

- a) Emerson will transfer title to the Goods (excluding Software and Firmware) to Customer under Clause 4;
 b) Goods, Documentation and Services will conform with the Specification;
 c) Goods made by Emerson or its Affiliates will, under normal use and care, be free from defects in materials or workmanship; and
 d) Emerson and its Affiliates' Personnel delivering Services are trained and will use reasonable skill and care.

7.2 Warranty Periods.

- Unless otherwise specified by Emerson, the warranties in Clause 7.1 apply as follows:
 a) **Goods:** until the earlier of 12 months from the first installation or 18 months from delivery (90 days from delivery in the case of consumables and PolyOil® products).
 b) **Services:** for 90 days from completion of the Services.
 c) **Goods repaired, replacement items and Services re-performed:** from delivery of the replacement or completion of the repair or re-performance, for 90 days or until the end of the original warranty period (if later).

7.3 Warranty Procedure.

- Clause 7.3 applies if, within the warranty period, Customer discovers any non-conformity with a warranty in Clause 7.1, tells Emerson in writing and, in the case of Goods, returns the non-conforming items at Customer's cost, freight and insurance pre-paid, to the repair facility chosen by Emerson. Where this Clause applies, Emerson will, at its sole option, either:
 a) correct any non-conforming Documents and Services; or
 b) repair or replace non-conforming Goods FCA (Incoterms® 2010) at the repair location; or
 c) instead refund the price of the non-conforming item.

7.4 Exclusions from Warranty.

- a) The warranties in Clause 7.1(b), (c) and (d) exclude and Customer will pay the cost of all repairs and replacements caused by any of the following: normal wear and use; inadequate maintenance; unsuitable power sources or environmental conditions; improper handling, storage, installation, or operation; misuse or accident caused by anybody except Emerson; a modification or repair not approved by Emerson in writing; materials or workmanship made, provided or specified by Customer; contamination; the use of unapproved parts, firmware or software; Cyber Attack; any other cause not the fault of Emerson.
 b) Emerson will not pay any costs relating to non-compliance with a warranty in Clause 7.1, except where agreed in writing in advance. Unless accepted in writing by Emerson, Customer will pay:
 (i) all costs of dismantling, freight, reinstallation and the time and expenses of Emerson Personnel for travel under Clause 7; and

Services performed within the period(s) stated in the Contract.

(ii) all costs incurred by Emerson in correcting nonconformities for which Emerson is not responsible under Clause 7 and in examining items that comply with the warranties in Clause 7.1.

c) If Emerson relies on wrong or incomplete information supplied by Customer, all warranties are void unless Emerson agrees otherwise in writing.

d) Customer alone is responsible for the selection, maintenance and use of the Goods.

e) Resale Products carry only the warranty given by the original manufacturer. Emerson has no liability for Resale Products beyond making a reasonable commercial effort to arrange procurement and shipping of the Resale Products.

7.5 Disclaimer. The limited warranties set out in this Clause 7 are the only warranties made by Emerson and can be changed only with Emerson's signed written agreement. THE WARRANTIES AND REMEDIES IN CLAUSE 7 ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANYTHING ELSE FOR ANY OF THE GOODS, DOCUMENTATION OR SERVICES.

8. Changes

No change to the Contract applies unless agreed in writing by Emerson and the Customer.

9. Termination

9.1 Termination for Default and Insolvency.

a) Either party (Injured Party) may end the Contract wholly or partly by written notice to the other (Defaulting Party), if an Insolvency Event or Default Event affects the Defaulting Party. Termination under Clause 9.1 will not affect other rights of the Injured Party.

b) A **Default Event** occurs if all the following conditions are met:

(i) Defaulting Party breaches a material duty under the Contract.

(ii) Injured Party sends Defaulting Party a notice identifying the breach in sufficient detail;

(iii) 10 Days after receiving the notice, Defaulting Party has not corrected the breach; and

(iv) if the breach cannot reasonably be corrected in 10 Days, Defaulting Party has not acted diligently to fix the breach.

c) An **Insolvency Event** means any of the following:

(i) a meeting of creditors of Defaulting Party.

(ii) a proposal for an arrangement or composition with or for the benefit of creditors of Defaulting Party.

(iii) a chargeholder, receiver, administrative receiver or similar person is appointed over or takes possession of material assets of Defaulting Party.

(iv) a legal enforcement process is taken (and not discharged within 5 Days) against material assets of Defaulting Party.

(v) Defaulting Party stops trading or cannot pay its debts.

(vi) anyone gives notice of intention to appoint an administrator, or applies to court to appoint an administrator, in relation to Defaulting Party.

(vii) a petition is presented (and not discharged within 20 Days) or a resolution is passed or an order made for winding-up, bankruptcy or dissolution of Defaulting Party.

(viii) an event similar to any of (i) to (vii) in a jurisdiction where Defaulting Party is incorporated or resides or carries on business or has assets.

d) On termination under Clause 9.1(a), Customer will pay Emerson the price of Goods, Software, Documentation and Services already delivered. If Emerson was the Injured Party, Customer will also pay Emerson for work in progress under Emerson's then current policies and cancellation charges.

9.2 Termination for Customer Convenience. Customer may end the Contract in whole or in part for its own convenience only with Emerson's written agreement and following Emerson's then current policies and cancellation charges.

9.3 Termination after 90 Days' Force Majeure. Either party may end the Contract without liability by written notice to the other if performance of the Contract is delayed or prevented by a cause listed in Clause 12 for 90 Days. Unless prevented by a cause listed in Clause 12, Customer will pay Emerson for all Goods, Documentation, Software licenses and Services delivered before the notice was given and for work in progress.

10. Customer Information

Emerson may use and share Customer Information in accordance with data protection Law, as necessary to fulfil the Contract and to communicate with Customer for marketing purposes, including sharing:

a) Customer Information to its suppliers for use in product registration, support and to comply with import and export control Law; and

b) Customer Information and copies of the Contract to its agents and sales representatives, as necessary to fulfil the Contract.

11. Intellectual Property Claims

11.1 In Clause 11, an **Intellectual Property Claim** is a claim that Goods made or Documentation produced by Emerson infringe a valid intellectual property right (including patent, copyright, design right and trade mark) of the United States or of a country where the Contract states the Goods will be used.

11.2 Clause 11 applies only while Customer does all the following:

a) promptly tells Emerson in writing that an Intellectual Property Claim has been threatened or filed;

b) allows Emerson complete control of the defense and settlement of the claim; and

c) gives all reasonable help and cooperation requested by Emerson for the defense.

11.3 Emerson will indemnify and defend Customer against any Intellectual Property Claim brought by legal action.

11.4 Emerson will only pay any final judgment or settlement resulting from the action. If the action results in an injunction against the use of any Goods or Documentation, Emerson will, at its sole option and expense, provide a commercially reasonable alternative. This may include procuring for Customer the right to continue using the Goods or Documentation or replacing them with a non-infringing item or changing them to become non-infringing or refunding their price.

11.5 Emerson will not be liable for infringement, and Customer will indemnify

a) the infringement relates to goods not made by Emerson.

b) Emerson did not design the Goods or Documentation, or Emerson did not design them for use in the way or for the purpose that infringed intellectual property rights.

c) the Customer caused the Goods or Documentation to become infringing.

12. Force Majeure

Neither party is liable for non-performance or delay due to unforeseen circumstances or causes beyond its reasonable control, including acts of God; war; armed conflict; terrorism; fire; flood; accident; weather; failure or interruption of public and private computer or telecommunication systems, networks, and infrastructure; Cyber Attacks; sabotage; strikes or labor disputes; civil disturbances or riots; governmental decisions, requests, restrictions, Law (including the denial, failure to issue or loss of export or re-export licenses), unavailability of or delays in transport; or shortage of materials or parts. Emerson reserves the right to withdraw the personnel assigned to on-site services that are described in the scope of the Contract if such person is in a potentially hazardous situation for any of the following: natural disasters, public safety situations such as fighting organized crime, guerrillas, etc., client or work disruptions such as strikes and occupations, and any other force majeure that could endanger the health or safety of Emerson personnel.

13. Export Controls and Compliance

13.1 Customer and Emerson will comply with all:

a) export, import and other trade compliance Laws of the territories in which Customer and Emerson are established, from which the Goods, Firmware, Software, Services and any technical data are supplied or shipped, and to which the Goods, Firmware, Software, Services and any technical data will be taken or eventually used; and

b) Laws against bribery, corruption and money-laundering.

13.2 Customer agrees not to use, transfer, release, export or re-export any Goods, Firmware, Software, Services or Emerson-supplied technical data contrary to trade compliance Law or to any license or required government authorization.

13.3 Customer will give Emerson:

a) details of financial institutions and other parties involved in the transaction;

b) details of the end-destination, end-user and end-use of the Goods, Firmware, Software, Documentation and Services;

c) all information needed by Emerson to:

(i) apply for necessary export and import licenses and government authorizations and

(ii) comply with Laws against bribery, corruption and money-laundering and Emerson's policies on them; and

d) any trade compliance certification or letter of assurance requested by Emerson in relation to trade compliance Law.

13.4 Neither Emerson nor Customer will engage in any activity that exposes the other party or an Affiliate to a risk of penalties under Laws forbidding improper payments, including bribes.

14. Laws and Regulations

14.1 Both parties will comply with all Laws, except to the extent a party is prohibited from doing so based upon a conflict of Laws.

14.2 The Contract does not require Emerson to collect, treat, recover or dispose of anything Law treats as 'waste'. If the Law on waste requires Emerson to dispose of something it supplied, Customer will, if allowed by Law, pay Emerson to dispose of it at Emerson's standard charge. If Emerson has no standard charge, Customer will pay Emerson's costs incurred in the disposal (including handling, transport and a reasonable mark-up for overhead).

14.3 Each party must ensure that its Personnel will, while on the premises of the other party, comply with the other party's reasonable site rules on HSSE that are communicated in writing to the visitor before its arrival, and with the other party's reasonable instructions relating to HSSE.

15. Nuclear and Medical End-use

GOODS, FIRMWARE, SOFTWARE, DOCUMENTATION, SERVICES AND THE PRODUCTS OF SERVICES SUPPLIED UNDER THE CONTRACT MUST NOT BE USED (i) IN CONNECTION WITH ANY MEDICAL, LIFE-SUPPORT OR RELATED APPLICATIONS, or (ii) UNLESS OTHERWISE AGREED IN WRITING BY BOTH PARTIES AND COMBINED WITH AN EXECUTED NUCLEAR DEFENSE & INDEMNIFICATION AGREEMENT, IN CONNECTION WITH ANY NUCLEAR OR NUCLEAR-RELATED APPLICATION(S). Regardless of whether Customer is the owner/operator of the nuclear, medical or other facility, Customer:

a) accepts all Goods, Software, Documentation, Services and products of Services with these restrictions;

b) agrees to communicate these restrictions in writing to all later buyers or users; and

c) agrees to defend and indemnify Emerson and Emerson Affiliates from all claims arising from such use of Goods, Firmware, Software, Documentation, Services and products of Services.

This indemnity covers every sort of claim, including allegations of negligence, strict liability or product liability.

16. Limitation of Liability

16.1 Emerson and its Affiliates will not be liable for damages caused by delay in performance. The remedies of Customer stated in this Contract are exclusive. Regardless of the type of the claim (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), Emerson's and its Affiliates' liability to Customer and its Affiliates will never exceed the Contract Price.

16.2 Neither party will ever be liable for (a) damages for loss or corruption of data or Cyber Attacks, or (b) incidental, consequential or punitive damages. "Consequential damages" include but are not limited to loss of anticipated profits, revenue, production or use and costs incurred including without limitation for capital, fuel and power, replacement product and claims of each party's Affiliates.

16.3 No action, regardless of form, relating to this Contract, may be brought more than 2 years after the claim arose.

17. Applicable Law, Disputes, Notices

17.1 The law of England and Wales governs the Contract and its interpretation. The parties agree to exclude any effect on that law of the 1980 United Nations' Convention on Contracts for the International Sale of Goods and, so far as legally possible, any rules which might apply the laws of another jurisdiction.

17.2 The courts of the Kingdom of Saudi Arabia have exclusive jurisdiction over all

Emerson, in each of these cases:

disputes arising out of the Contract.

17.3 All notices and claims connected with the Contract must be in writing.

18. Miscellaneous

18.1 **Entire Agreement.** The Contract is the exclusive and entire agreement between the parties on its subject matter. At Acknowledgment, the Contract supersedes all previous or existing agreements, negotiations, representations and proposals, whether written, oral, express or implied, on that subject matter.

18.2 **Third party rights.** Except where the Contract expressly states otherwise, the parties intend that nobody except Customer and Emerson will benefit from or enforce any term of the Contract.

18.3 **Assignment.** Emerson shall be entitled, in its sole discretion, to subcontract all or any part of the work involved in the supply of the Goods and any Documentation, Software and Incidental Services to a third party.

19. Definitions

In these Terms:

Acknowledgement is Emerson's written acceptance of the PO by means of Emerson's standard order acknowledgement form, including all text on the form and its attachments

Affiliate of an entity is any body that entity controls, is controlled by or is under common control with. 'Control' of an entity means the direct or indirect beneficial ownership of more than half the shares, or other participating interest with the right to vote or to receive profits of that entity.

Contract is the agreement between Customer and Emerson for the supply of the Goods and any Documentation, Software and Services. The Contract consists of Emerson's quotation, the PO, the Acknowledgement, these Terms, and all other documents contained or referred to in the agreement. (See Clause 1.3 for the order of priority of these documents.)

Contract Price is the total price the Customer must pay Emerson for the Goods, Documentation, Services and Software licenses.

Customer is the buyer of the Goods, Documentation, Services and Software licenses.

Customer Information is:

- a) Customer's name, address, phone number, ship-to recipient and address;
- b) similar details for the end-user (if that is not the Customer); and
- c) Customer's primary contact's name, address, phone number, and email address.

Cyber Attack means cyber attack, intrusion attempt, unauthorized third party access, and other malicious activity.

Day is any day except Fridays, Saturdays and public holidays at Emerson's office named in the Contract.

Documentation means any manuals, drawings and other documents Emerson must supply with the Goods, Software and Services.

Emerson is the Emerson Automation Solutions group company which issues the Acknowledgement.

Firmware is any firmware incorporated into Goods Emerson must supply under the Contract.

Goods are the goods Emerson must supply under the Contract.

HSSE is health, safety, security and the environment.

Law is applicable law, including statutory rules and regulations, decrees, directives, orders, by-laws and ordinances having the force of law.

Personnel is anyone who works for a party (or for an Affiliate or subcontractor of that party). It includes both employees and contract staff.

PO is Customer's purchase order or acceptance of Emerson's quotation, for the supply of the Goods, Software, Documentation and Services.

Resale Products are Goods Emerson buys from anyone except an Emerson Affiliate for resale to Customer.

Services are any services Emerson must perform under the Contract.

Site means the places not belonging to Emerson or to an Emerson Affiliate, which are identified in the Contract as where the Goods are to be installed, and the Services performed.

Software is any software Emerson must supply under the Contract.

Specification is the agreed specification of the Goods, Documentation and Services identified in the Contract or, if none is identified, Emerson's standard published specification.

Material Selection

Emerson Automation Solutions provides a variety of products with various options and configurations including materials of construction that can be expected to perform well in a wide range of applications. The product information presented is intended as a guide for the purchaser to make an appropriate selection for the application. It is the purchaser's sole responsibility to make a careful analysis of all process parameters (such as all chemical components, temperature, pressure, flow rate, contaminants, etc.), when specifying materials and options and for the particular application. Emerson Automation Solutions is not in a position to evaluate or guarantee the compatibility of the process fluid or other process parameters with the materials and options selected.

DeZURIK Quotation



To: City of Ottumwa WPCF Ron
Jacobsen
2222 S. Emma
Ottumwa 52501
USA

Reference:
Invoice Terms: Net 30 Days
Days Valid: 60
Shipping Point: Factory, Freight Allowed
Delivery Notes:

Date of Quote: 02-03-2021
Quote Number: 215563
Project Name: Ottumwa WPCF Sludge Feed Valve
I.D. (Rep. Use): QUOTATION
Line of Business: 4952 - Municipal Sewage Treatment
Make Order To: DeZURIK, Inc.
C/O Mellen & Associates, Inc
Eric Musselman Vice President
3404 South 11th Street
Council Bluffs, IA 51501
USA
Phone 3193905532
Email eric@melleninc.com

Currency and Values expressed in USD (\$)

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS SET FORTH IN THIS DOCUMENT HEREOF, REASONABLE CONTRACT LANGUAGE NEGOTIATIONS AND FINAL ACCEPTANCE BY DEZURIK AT SARTELL, MN USA.

Line #	Cust. Line # Tag #	Qty	Order Code	Unit Price	Total Price
1	1 Sludge Press Feed	1	Sludge Press Feed control valve PEC.6,F1,CI,NBR,CR*X Modified PEC: Style - DeZURIK Eccentric Plug Valve, Rectangular Port (AWWA C517) 6: Size - 6 Inch (150mm); (Standard Port), Stainless Steel Bearings, Welded-In Nickel Seat (Except Rubber Lined or Stainless Steel Bodies) F1: End Connection - Flanged, Drilled to ASME Class 125/150 CI: Body Material - Cast Iron, ASTM A126, Class B; (.5"-12" Pressure Rating 175 psi (1210 kPa); (14" & larger Pressure Rating 150 psi (1030 kPa) NBR: Packing - .5" - 3" Acrylonitrile-Butadiene Reinforced filler in a PTFE U-ring, -20 to 180° F. (-29 to 83° C.); 4" & Larger Acrylonitrile-Butadiene Reinforced V-type, -20 to 250° F. (-29 to 121° C.) CR: Plug Facing - Chloroprene; -20 to 180°F (-29 to 83°C) Coating or Paint: SB0 - 4 mils minimum (non-stainless steel parts) of Blue DeZURIK Epoxy (NSF Std. 61) on Exterior with Standard (SP10) surface prep X: Actuator Type - See product modifier Modification: AUMA Electric Actuator, 460 VAC 3 phase (or 480 VAC - to be verified at time of order), with AUMA AC integral motor controls for modulating service. NEMA 4X/6 Enclosure, with double sealed terminal compartment. Model SAR07.2/GS63.3/AC01.2.	\$9,719.00	\$9,719.00
Total					\$9,719.00

Quotation

Customer Reference: 27017

Item: 1 - SAR07.2/GS63.3/AC01.2

QUOTATION

AUMA product	Quarter-turn electric actuator
Rated output torque [lbs.ft.]	381
Rated output torque [inch.lbs.]	4,567
Rated output torque [Nm]	516
Approximate weight (lbs.)	86

SERVICE CONDITIONS

Version	Weather-proof
Operating mode	Modulating duty
Enclosure protection	NEMA type 6P
Color	AUMA silver-grey (similar to RAL 7037)
Ambient temperature	-30 °C to +70 °C (-22 °F to +158 °F)
Nameplates	English - aluminum (US-AL)
Corrosion protection	KS

ELECTRICAL DATA

Mains voltage	480 Volts AC
Phase	3-Ph
Frequency	60 Hz
Type of duty	S4 - 25% Intermittent duty
Motor protection	(D-1T-O140) 3 thermal switches, 1 N.C. contact per phase wired in series 140°C, class F insulation, tropicalized winding
Motor type	3 ph AC motor type AD/VD

MOTOR DATA

Motor designation	VD0R063-4-0.04
Nominal power (HP)	1/16
Nominal power (kW)	0.04
Nominal speed (RPM)	1,680
Nominal current (FLA)	0.4
Current approx. I _{max} (RTA)	0.5
Starting current (LRA)	1.0
COS	0.50

ACTUATOR FEATURES

SA model	SAR 07.2
Output speed	13 RPM
Valve attachment	FA10
Output drive	FA10-B3 Ø=20mm; key width=6mm; key height 6mm
Mechanical position indicator	(11.2) self-adjusting continuous indication, with symbols OPEN and CLOSED
Torque switches	(0-M) torque sensing via MWG
Limit switches	(0-M) limit sensing via MWG
Position transm.	(30.4) MWG absolute encoder for AC 01.2
Turns per stroke	12.75 turns per stroke at output drive act.
Operating time (seconds)	59
Stem protection tube	Without stem tube, with protective screw plug, thread form G1 1/4" BSPP
Heater	(22.5) 24 V in combination with controls: 5 W
Motor heater	(0) without
Torque switching	Setting range 11-22 lbs.ft.

Quotation

Customer Reference: 27017

Item: 1 - SAR07.2/GS63.3/AC01.2 (continued)

ACTUATOR FEATURES (continued)

Set to close lbs.ft.	12
Set to open lbs.ft.	12
Handwheel	6.3" (160mm)
Close direction	RH - clockwise
Limit switching	(230) 1-500 rev/stroke adjustable, MWG 30.4
Lubricant	F15 Shell ALVANIA 1029, or F26 Renolit AR
Electrical connection	(50-000) actuator plug for mounting AM/SEM/AC

GS GEARBOX

GS model	GS 63.3
Reduction ratio i	51:1
Mechanical adv.	17.3
Valve coupling	Unbored short spline valve shaft coupling
Explosion protection	(M000) without
Mounting position	Position A
Swing angle	92 degrees, adjusted at factory
Version	RR: input shaft clockwise, clockwise rotation of the valve shaft
Valve attachment	FA12 according to MSS SP-101 with female pilot
Housing material	Cast iron housing GJL-250
Worm wheel material	Bronze worm wheel
Gearbox input	(FA10-EW20) FA10, input shaft $\varnothing=20\text{mm}$
Lubricant	F15 Shell ALVANIA 1029, or F26 Renolit AR
GS name plate	English - self-adhesive polyester (PET) label (US-E1)
Enclosure	IP68-8-Z - continuous submersible duty, max. 26' (8m) head of water, with pointer cover

ACTUATOR CONTROLS

AUMATIC version	AC 01.2
Feedback E2	MWG magnetic limit/ torque sensor (non-intrusive setting)
Max. motor power	(B00.01) Contactors for power class A1
Motor protection	(C00.01) thermal switch, automatic reset
Interface	(D00.01) Parallel I/O Interface
Positioner	(F10.01) Positioner
Input signals	(R00.02) MODE, CLOSE, OPEN, STOP, EMERGENCY
Control voltage	(E00.01) 24 V DC
Electronics supply	(A10.01) 24 V DC internal
Output aux. voltage	(A30.01) 24 V DC - 100mA (internally powered)
Output contacts	(H00.03) 6 output contacts: 6 NO/NC without common 250V AC/5A
Output signals	(S00.01) default setting: K1=Fault, K2=End pos. CLOSED, K3=End pos. OPEN, K4=Selector sw. REMOTE, K5=Torque fault CLOSE, K6=Torque fault OPEN
Local controls	(L00.01) selector switch LOCAL-OFF-REMOTE with padlock; push buttons OPEN-STOP-CLOSE-RESET; large graphical LCD with a resolution of 200 x 100 pixels
Activ. Bluetooth	(L90.01) Switched on

Quotation

Customer Reference: 27017

Item: 1 - SAR07.2/GS63.3/AC01.2 (continued)

ACTUATOR CONTROLS (continued)

Indication lights	(L10.02) 1 CLOSED:green, 2 TRQ-CL:blue, 3 TH:yellow, 4 TRQ-OP:violet, 5 OPEN:red, BLUETOOTH:blue (with numbers) (EN-ES-FR) English-Spanish-French (A40.01) +/- 10% (SB-080) plug/socket 100mm, 2 x ¼" NPT; 1 x 1 ¼" NPT
Face plate	(Q00.01) heater 24 V, internal supply
Tolerance mains voltage	(P20.02) setpoint: 4-20mA
Electrical connection	(P00.02) Position feedback: 4-20mA (P10.02) Torque feedback: 4-20mA (N00.02) lights illuminated in mid travel (electronic)
Heater	English
Analog input 1	(042.01) Limit
Analog output 1	(043.01) Limit
Analog output 2	(033.03) In direction OPEN and CLOSE
Blinker version	(052.00) OFF
Display language	(153.01) OFF
Switch off in CLOSE	(140.01) OFF
Switch off in OPEN	Function not active
Self retaining LOCAL	Position A
Self retaining REMOTE	Position A-1, selector switch at 6 o'clock in relation to base of controls (standard for SA/SQ)
Safety mode	
Emergency function	
Torque by-pass	
Mounting position	
Mounting pos. local controls	

OPTIONAL EXTRAS

Double sealed at customer connection XK
 Inspection reports reqd.

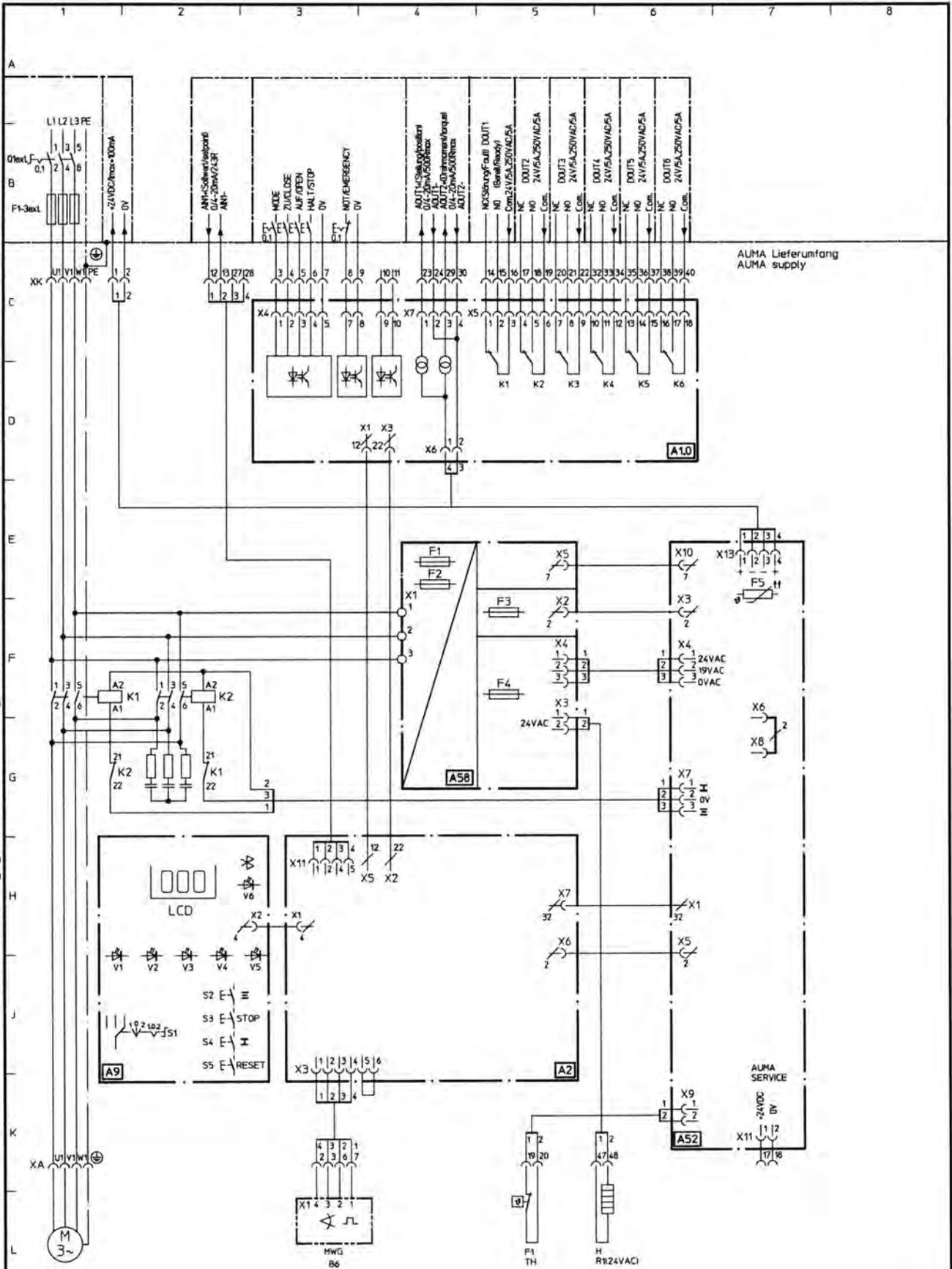
DRAWINGS

ACTUATOR DIMENSIONAL DWG	DDS00C211AAAAQ341
OUTPUT DRIVE/MOUNTING FLANGE DWG	SK099241
POINT-TO-POINT WIRING DWG	TPCA-1B2-1C1-A000TPA00R100-011-000

OPERATION MANUALS

ACTUATOR OPERATION MANUAL	(click here)
DEVICE INTEGRATION MANUAL	(click here)
GEARBOX OPERATION MANUAL	(click here)
WIRING DIAGRAM LEGEND	(click here)

Für diese Zeichnung gelten die Bestimmungen über den Schutz für Urheberrecht.



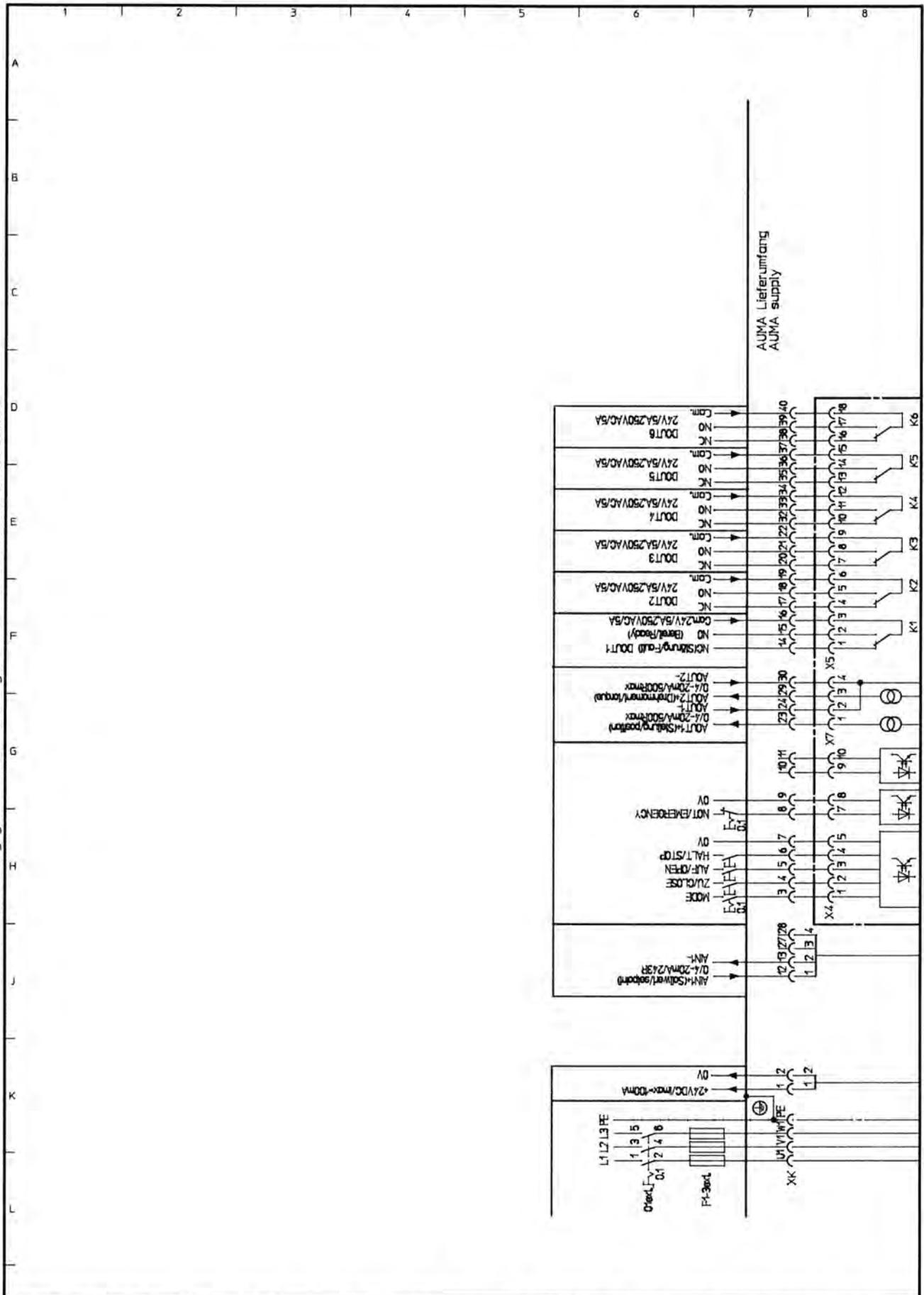
Bei Ex-Antrieben werden an Stelle der Stecker Schraubklemmen / Kähgzugfederklemmen verwendet!
 For explosion-proof actuators terminals / cage clamps are used instead of plug / socket connector!

04	2017-091	2017-07-07	Roe	Datum	2017-07-07
02	733/09	2012-12-05	Mon	Bearb.	Roemer
01	2010-141	2012-04-11	May	Gepr.	Meyer
Zustl.	Änderung	Datum	Name	Norm	Meyer



TPCA-1B2-1C1-A000 TPA00R100-01-000		
Legende	Auftragsnummer	Bestellnummer
Projekt		

Für diese Zeichnung gelten die Bestimmungen über den Schutz für Urheberrecht.



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TPCA-1B2-1C1-A000		TPA00R100-011-000
Legende	Auftragsnummer	Bestellnummer
Projekt		

MANUFACTURER'S CONDITIONS

These conditions apply to all quotations, orders and contracts for DeZURIK, Inc. ("we," "us" or "our")

1. **CONSTRUCTION AND LEGAL EFFECT:** Our sale to you, as the purchaser of goods from us, is limited to and expressly made conditional on your assent to these typed and printed terms and conditions of sale, the face and reverse side hereof ("These Terms"), all of which form a part of the agreement to sell and which supersede and reject all prior writings (including your order), representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of These Terms. In case of conflict between These Terms and the terms of your purchase order or acceptance, These Terms govern; any different or conflicting terms submitted by you in any purchase order or acceptance shall be deemed objected to by us and shall be of no effect unless specifically agreed to by us in writing. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto. We assume no responsibility for other terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice prior to acceptance of order.

2. **PRICES:** Unless otherwise noted on the face hereof, quotations are valid for 30 days, prices are net, FCA carrier, our factory. Stenographic, clerical, and mathematical errors are subject to correction. Until acceptance of order on These Terms, quoted prices and delivery are subject to change. Thereafter, unless otherwise noted, prices are firm for shipment of goods within 12 months from the relevant quotation date. Our prices are based on current prices for material. We will endeavor to obtain the lowest pricing on materials from our suppliers, but if a significant material price increase occurs between order acceptance and shipment date, goods scheduled to ship beyond 12 months of the quotation date are subject to a price adjustment by the amount necessary to cover such increase.

3. **DELIVERY:** Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the later of date of acceptance of order on These Terms or from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials, customer requested order changes, fires, floods, storms, accidents, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control.

4. **SHORTAGE, DAMAGE, ERRORS IN SHIPMENT:** Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you from and after our delivery to carrier, and such loss, injury or destruction shall not release you from the obligation to pay the purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render reasonable assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

5. **TAXES:** Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless and reimburse us therefrom.

6. **CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof, payment of goods shall be (30) days net in US dollars. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your willingness or ability to pay your obligations to us is in doubt. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. You agree to pay, without formal notice, 1.5% per month of the amount not paid when due, provided that, if such rate is in excess of applicable governing law, you agree to pay the maximum permitted rate.

7. **CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to your cancellation or changes in specifications, except upon our written consent, and we may require, as a condition of such consent, appropriate adjustments in price, delivery schedule and other relevant terms, and in the case of cancellation, cancellation charges. In the event we accept your cancellation, you shall be liable for a cancellation charge equal to the higher of (i) 25% of the purchase price of the item(s), or (ii) any loss or cost incurred by us, including cost of materials, labor, engineering, reconditioning and our profit margin.

8. **DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and/or furnish shipping instructions we may either extend time for so doing or cancel contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. **LIMITED WARRANTY:** Products, auxiliaries and parts thereof that we manufacture are warranted to the original purchaser for a period of twenty-four (24) months from date of shipment from factory, against defective workmanship and material, but only if properly stored, installed, operated, and serviced in accordance with our recommendations. Repair or replacement, at our option, for items we manufacture will be made free of charge, (FOB) our facility with removal, transportation and installation at your cost, if proved to be defective within such time, and this is your sole remedy with respect to such products. Equipment or parts manufactured by others but furnished by us will be repaired or replaced, but only to the extent provided in and honored by the original manufacturers' warranty, in each case subject to the limitations contained therein. No claim for transportation, labor or special or consequential damages or any other loss, cost or damage shall be allowed. You shall be solely responsible for determining suitability for use and in no event shall we be liable in this respect. We do not guarantee resistance to corrosion, erosion, abrasion or other sources of failure, nor do we guarantee a minimum length of service. Your failure to give written notice to us of any alleged defect under this warranty within twenty (20) days of its discovery, or attempts by someone other than us or our authorized representatives to remedy the alleged defects therein, or failure to return product or parts for repair or replacement as herein provided, or failure to install and operate said products and parts according to instructions we furnished, or misuse, modification, abuse or alteration of such product, accident, fire, flood or other Act of God, or failure to pay entire contract price when due shall be a waiver by you of all rights under this warranty. The foregoing guarantee shall be null and void if, after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as but not limited to; an actuator is attached to the item by anyone other than our Factory Service personnel. All orders accepted shall be deemed accepted subject to this limited warranty, which shall be exclusive of any other or previous Warranty, and this shall be the only effective guarantee or warranty binding on us, despite anything to the contrary contained in the purchase order or represented by any of our agents or employees, in writing or otherwise, notwithstanding, including but not limited to implied warranties.

THE FOREGOING REPAIR AND REPLACEMENT OBLIGATIONS ARE IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, INCLUDING ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS.

10. **INTELLECTUAL PROPERTY:** We shall indemnify and hold you harmless from any amount that you are required to pay to a third party pursuant to final, non-appealable court order as a result of such third party's claim that a product sold hereunder infringes any United States patent or copyright of such third party; provided that our obligation of indemnification is contingent upon (a) your notifying us of any such claim within 20 days of receipt thereof, (b) your providing us with exclusive control of the defense and/or settlement thereof, and (c) your cooperating with us in such defense and/or settlement. In the event of such a successful infringement claim by the third party, at our option, we shall either (i) modify the product sold hereunder so that it performs comparable functions without infringement, (ii) obtain a royalty-free license for you to continue using the infringing product or (iii) refund to you the then depreciated fair market value of the infringing component. We shall have no obligation under this Section to the extent a claim is based upon (a) the combination, operation or use of the product with equipment, products, hardware, software, systems or data that was not provided by us, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) your use of the product in any manner inconsistent with our written materials regarding the use of such product. This Section states our entire liability and your exclusive remedy with respect to any alleged infringement arising from the use of the products sold hereunder or any part thereof and is subject to the other limitations contained in These Terms.

11. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND OUR LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY YOU, OTHER THAN RIGHTS RESPECTING OUR LIMITED WARRANTY DESCRIBED IN SECTION 9 ABOVE, MUST BE COMMENCED WITHIN THE EARLIER OF 12 MONTHS AFTER THE DATE OF SALE.

12. **EXPORT CONTROL COMPLIANCE:** You agree and acknowledge that the products are sold in accordance with U.S. export control and sanctions laws, regulations and orders, as they may be amended from time to time. You agree to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls under the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "U.S. Export Control Laws"). If you are conducting the export from the United States or the re-export from a country outside the United States, you shall comply with such U.S. Export Control Laws and obtain any license or other authorization required to export or re-export the products and related technology. We shall reasonably cooperate and exercise reasonable efforts, at your expense, to support you in obtaining any necessary licenses or authorizations. You shall not export or re-export the products and/or related technology to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the United States. Any diversion contrary to the law of the United States is prohibited. You will not take, and will not solicit us to take, any action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities, and shall defend and indemnify us for any loss or damage arising out of or related to such actions.

13. **GENERAL COMPLIANCE WITH LAWS:** In addition to your obligations under Section 12 above, you represent and warrant that, in performing your duties under this Agreement, you will comply with, at your sole expense, all applicable laws and regulations of any governmental authority, including your duties involving any required registrations, requirements as to product contents, packaging and labeling, restraint of trade, consumer laws, data privacy and environmental laws. You have had an opportunity to obtain legal advice regarding, and currently comply with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including the U.S. Foreign Corrupt Practices Act (FCPA) as well as U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither you nor any of your equity interest owners, officers or directors are named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control under the U.S. PATRIOT Act.

14. **INDEMNIFICATION BY YOU:** You will indemnify, defend and hold us and our corporate parents and other affiliates and their respective officers, directors, stockholders, members, insurers, attorneys, employees, agents, successors, predecessors, assigns, heirs and personal representatives harmless against any and all liability, claims, suits, actions, losses, liabilities, damages, costs and legal fees arising out of or related to: (i) any conduct of you or any related party as described in Sections 12 or 13 above; or (ii) your breach of any other provision herein.

15. **PROPRIETARY INFORMATION:** We retain title to all engineering and production prints, drawings, technical data, and other intellectual property, information and documents that relate to the goods and services sold to you. Unless advised by us in writing to the contrary, all such information and documents disclosed or delivered by us to you are to be deemed proprietary to us and shall be used by you solely for the purpose of inspection, installation, and maintenance and not used by you for any other purpose.

16. **ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be St. Cloud, MN.

17. **TEXAS WAIVER OF CONSUMER RIGHTS:** If you are entitled to its protection, you hereby agree to waive your rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. You warrant that, after consultation with an attorney of your own selection, you voluntarily consent to this waiver.

18. **APPLICABLE LAW:** The rights and duties of the parties shall be governed by the laws of the State of Minnesota.

19. **NO OTHER CONTRACT PROVISIONS; OTHER:** This is the entire agreement with respect to the products. Terms and conditions of your order shall be without force and effect, except to the extent identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power of authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained. DeZURIK, Inc. and related terms (we, us and our) shall refer to DeZURIK, Inc. and its affiliates. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. Any assignment of your rights hereunder without our consent (which shall not be unreasonably withheld) shall be void. These Terms shall be binding on your successors and assigns. Our failure to require your performance of any of These Terms shall not serve as a waiver of or diminish our rights to require strict performance of such provision or These Terms.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 16, 2021

Public Works - WPCF
Department

Ron Jacobsen
Prepared By

Larry Seals *Larry Seals*
Department Head

Ally Pett
City Administrator Approval

AGENDA TITLE: Approve the emergency replacement of one Fairbanks pump at OADC lift station.

**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 emergency purchase of a new Fairbanks Model 4" B5432 pump from Zimmerman & Francescon, Inc in Moline, IL for the quoted price of \$8,574.

DISCUSSION:

This Fairbanks Pump is one of two pumps at the OADC lift station. It is an original pump installed when the pump station was built in 1975. The windings shorted out in the motor and it is not repairable. With only one pump left at the station, and no spare, an emergency order was made immediately for a replacement pump. This new pump will have a one year warranty.

WPCF budgeted \$65,000 in account 610-8-815-6799 for pump replacement in FY 2020/2021. There is \$41,046 remaining in this line item and the funds will come out of the remaining balance.

ZIMMER & FRANCESCO, INC.

6200 65th Avenue
Moline, IL 61265
1-800-621-1118
309-797-1117 tel
877-244-2508 fax

QUOTATION

TO: City of Ottumwa
Mr. Jay Merrill

QUOTATION NO: 210232GG
DATE: 2/26/21

SUBJECT: Fairbanks Vertical Solids Handling Pump
(Replacement for S/N K2W1-0075917)

We are proposing to furnish the following equipment at the prices indicated and in accordance with the terms set forth herein.

ONE 1 Fairbanks Model 4" B5432 4x6 7.5 HP, 1750 RPM
Vertical "Biltogether" Solids Handling Pump
Design Point: 200 GPM @ 45 Ft TDH
4" Flanged Discharge, 6" Flanged Suction
Dynamically Balanced Impeller, Stainless Steel Shaft Sleeve,
Mechanical Seal, 7-1/2 HP 1750 RPM ODP, with Stand

TOTAL DELIVERED PRICE

~~\$9,750.00~~
\$ 8574.00

Optional:

Re-use existing pump stand

~~-Deduct \$363.00-~~

Re-use existing 4 x 6 suction elbow

~~-Deduct \$813.00-~~

Notes:

- (1) Freight costs are INCLUDED in price
- (2) Please confirm rotation and discharge position when ordering
- (3) Supporting technical documents attached

Schedules:

Shipment approx. 12 weeks after receipt of order



FAIRBANKS NIJHUIS™

STANDARD WARRANTY

FAIRBANKS NIJHUIS PRODUCT: PERMANENT INSTALLATION EXCLUDING SUBMERSIBLE PUMPS AND MOTORS

Fairbanks Nijhuis ("Seller") warrants equipment (and its component parts) of its own manufacture against defects in materials and workmanship under normal use and service for (1) year from the date of installation or start-up, or for eighteen (18) months after the date of shipment, whichever occurs first. Seller does not warrant accessories or components that are not manufactured by Seller however, to the extent possible, Seller agrees to assign to Buyer its rights under the original manufacturer's warranty, without recourse to Seller. Buyer must give Seller notice in writing of any alleged defect covered by this warranty (together with all identifying details, including the serial number, the type of equipment, and the date of purchase) within thirty (30) days of the discovery of such defect during the warranty period. No claim made more than 30 days after the expiration of the warranty period shall be valid.

Guarantees of performance and warranties are based on the use of original equipment manufactured (OEM) replacement parts. Fairbanks Nijhuis assumes no responsibility or liability if alterations, non-authorized design modifications and/or non-OEM replacement parts are incorporated.

If requested by Seller, any equipment (or its component parts) must be promptly returned to Seller prior to any attempted repair, or sent to an authorized service station designated by Seller, and Buyer shall prepay all shipping expenses. Seller shall not be liable for any loss or damage to goods in transit, nor will any warranty claim be valid unless the returned goods are received intact and undamaged as a result of shipment. Repaired or replaced material returned to customer will be shipped F.O.B., Seller's factory. Seller will not give Buyer credit for parts or equipment returned to Seller, and will not accept delivery of any such parts or equipment, unless Buyer has obtained Seller's approval in writing.

The warranty extends to repaired or replaced parts of Seller's manufacture for ninety (90) days or for the remainder of the original warranty period applicable to the equipment or parts being repaired or replaced. This warranty applies to the repaired or replaced part and is not extended to the product or any other component of the product being repaired.

Repair parts of its own manufacture sold after the original warranty period are warranted for a period of one (1) year from shipment against defects in materials and workmanship under normal use and service. This warranty applies to the replacement part only and is not extended to the product or any other component of the product being repaired.

Seller may substitute new equipment or improve part(s) of any equipment judged defective without further liability. All repairs or services performed by Seller, which are not covered by this warranty, will be charged in accordance with Seller's standard prices then in effect.

THIS WARRANTY IS THE SOLE WARRANTY OF SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS AND BUYER WAIVES ALL OTHER WARRANTIES EXPRESSED, IMPLIED IN LAWS OR IMPLIED IN FACT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's sole obligation under this warranty shall be, at its option, to repair or replace any equipment (or its component parts) which has a defect covered by this warranty, or to refund the purchase price of such equipment or part. Under the terms of this warranty, Seller shall not be liable for (a) consequential, collateral, special or liquidated losses or damages; (b) equipment conditions caused by normal wear and tear, abnormal conditions of use, accident, neglect, or misuse of said equipment; (c) the expense of, and loss or damage caused by, repairs or alterations made by anyone other than the Seller; (d) damage caused by abrasive materials, chemicals, scale deposits, corrosion, lightning, improper voltage, mishandling, or other similar conditions; (e) any loss, damage, or expense relating to or resulting from installation, removal or reinstallation of equipment; (f) any labor costs or charges incurred in repairing or replacing defective equipment or parts, including the cost of reinstalling parts that are repaired or replaced by Seller; (g) any expense of shipment of equipment or repaired or replacement parts; or (h) any other loss, damage or expense of any nature.

CONDITION TO WARRANTY WORK: If Buyer is in default (including, but not limited to, the failure of Buyer to maintain a current account with Seller) under the Order or any other agreement between Buyer and Seller, Buyer's rights under the warranty shall be suspended and the original warranty period will not be extended.

PERFORMANCE: Equipment performance is not warranted or guaranteed unless separately agreed to by Seller in accordance with its guarantee policy. Performance curves and other information submitted to Buyer are approximate and no warranty or guarantee shall be deemed to arise as a result of such submittal. All testing shall be done in accordance with Seller's standard policy.

LIABILITY LIMITATIONS: Under no circumstances shall the Seller have any liability under the Order or otherwise for liquidated damages or for collateral, consequential or special damages or for loss of profits, or for actual losses or for loss of production or progress of construction, regardless of the cause of such damages or losses. In any event, Seller's aggregate total liability under the Order or otherwise shall not exceed the contract price. Buyer agrees to indemnify and hold harmless Seller from all claims by third parties in excess of these limitations.

COMPLIANCE WITH LAW: Since the compliance with the various Federal, State, and Local laws and regulations, concerning occupational health and safety and pollution are affected by the use, installation and operation of the equipment and other matters over which Seller has no control, Seller assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty, or otherwise.

KC585/0504 (Revised)

Item No. B.-11.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 16, 2021

Public Works / WPCF
Department

Ron Jacobsen
Prepared By

Larry Seals *Larry Seals*
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Purchase of 5 gates for the VLR.

 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 Purchase from Hydro Gate of 5 new gates for \$29,468.

DISCUSSION:

The Vertical Loop Reactor (VLR) is a series of concrete tanks that uses biological processes to digest waste coming into the treatment plant. The VLR has four cells, which are arranged side by side. Each cell has a gate between itself and its neighboring cell's and the gates are meant to be opened and closed as needed to reroute the flow around a cell or cells. Without operating gates the cells can't be properly operated or emptied. Wastewater is constantly leaking into cells as staff attempts to perform maintenance or other tasks.

The original VLR gates are aluminum, and all have extensive pitting. Some have corroded completely through. The new gates are stainless steel and will resist corrosion much better than aluminum. WPCF previously replaced 6 gates. This year we budgeted to replace the remaining 5 gates. A total of \$70,000 was budgeted for purchase and installation of the gates. A contract will be let once a delivery date for the gates has been established.

Budgeted
VLR Gates: \$70,000

Source of Funds: Sewer Fund - CIP

Budgeted Item: Yes

Budget Amendment Needed: No





HYDRO GATE[®]

a MUELLER brand

Address Purchase orders to
Henry Pratt Company, LLC
12000 E. 47th Ave.,
Suite 200
Denver, CO 80239

phone: 303-288-7873
fax: 303-287-8531
hydrogate.com

QUOTE #2101106 R1

REPRESENTED BY
Water & Waste Water Solutions
Gurney

Relationships • Technology • Service
4428 South 108th Street
Omaha, NE 68137
(402) 551-7995
(402) 553-5879 Fax
www.bgagurney.com

Date: February 23, 2021

Project Name: Slide Gate Replacements – Ottumwa, IA

Representative: Sally Leftwich – Bert Gurney & Associates – (402) 551-7995

We are pleased to offer for your consideration the following equipment for this project.

Quantities and descriptions listed in this quotation were based on the following:
Emailed information only. No drawings. No specifications. Material specifications based off of order #2412322.
Actual project requirements may affect the scope of work and pricing.

Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.

Prices quoted are firm for acceptance within 30 days of the bid date and apply to this quotation only, subject to attached Terms & Conditions. Prices do not include sales or use tax. If this proposal is not accepted within 30 days after bid, Hydro Gate reserves the right to re-quote and price escalation may be necessary.

The equipment we have quoted meets or exceeds the specifications with the following clarifications:

NOTE: We have received no addendums for this project.

1. If awarded to Hydro Gate, we will need to be supplied with a full set of plans and specifications.
2. Prices do not include third party inspection services of gates and equipment unless specifically required by specifications that supplier (Hydro Gate) be responsible for cost of these inspections.
3. Hydro Gate will provide digital copies of all relevant Operation and Maintenance manuals. Contact Hydro Gate should custom manuals be required.
4. Please note these prices are based on receiving the entire order. Adjustments to item quantities or specifications may alter the pricing.
5. Prices do not include taxes.
6. Non-machined, submerged ferrous surfaces to be blast cleaned and painted with 2 shop coats of manufacturer's standard epoxy paint.
7. This quotation reflects our policy of sourcing raw materials in the most cost effective manner. Any requirement for specific U.S content shall require a revised quotation.

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8. Prices do not include installation of gates and equipment or lubricants for stems, gear units and bearings.
9. Mastic, grout, gaskets and epoxy capsules for anchors not by Hydro Gate.
10. Upon placing an order with Hydro Gate, buyer must ensure that the approval of equipment be provided to Hydro Gate within 30 days of receiving submittals. Failure to do so may result in an increase of price in relation to market fluctuation of raw material costs.
11. **Please address all purchase orders to Henry Pratt Company, LLC 12000 East 47th Ave., Suite 200, Denver, CO 80239.**
12. Hydro Gate Standard Terms and Conditions of Sale apply to this quotation and can be found at www.hydrogate.com/support.
13. Field service not included. If field service is needed, a charge of \$1,500.00 will be made for each trip, plus \$1,250.00 for each day including any holidays, weekends or other layovers made at the convenience of the contractor or engineer.

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Quotation Number: 2101106

Item Number : 01
Location : Cell 1&2 Inlet
Qty/Size : 2 – 48" x 48"
Gate : Fabricated slide gate Model HG561 with type 304 stainless steel frame and slide, and stainless steel fasteners. Self-contained frame, polymer bearing bars in guide grooves and UHMW seals.
Mounting : Stainless steel anchor bolts.
Lift : Yoke mounted geared crank lift with type 304 stainless steel stem and plastic stem cover with mylar position indicator.
Frame Height: 6.79' (from centerline)
Gate Ship : 10-12 weeks after drawing and credit approval.
Price Each : **\$ 5,891.00**

Item Number : 02
Location : Cell 1&2 Outlet
Qty/Size : 2 – 48" x 48"
Gate : Fabricated slide gate Model HG561 with type 304 stainless steel frame and slide, and stainless steel fasteners. Self-contained frame, polymer bearing bars in guide grooves and UHMW seals.
Mounting : Stainless steel anchor bolts.
Lift : Yoke mounted geared crank lift with type 304 stainless steel stem and plastic stem cover with mylar position indicator.
Frame Height: 6.29' (from centerline)
Gate Ship : 10-12 weeks after drawing and credit approval.
Price Each : **\$ 5,860.00**

Item Number : 03
Qty/Size : 1 – 50" x 48"
Gate : Fabricated slide gate Model HG561 with type 304 stainless steel frame and slide, and stainless steel fasteners. Self-contained frame, polymer bearing bars in guide grooves and UHMW seals.
Mounting : Stainless steel anchor bolts.
Lift : Yoke mounted geared crank lift with type 304 stainless steel stem and plastic stem cover with mylar position indicator.
Frame Height: 6.83' (from centerline)
Gate Ship : 10-12 weeks after drawing and credit approval.
Price Each : **\$ 5,966.00**

Total price for items listed above: **\$ 29,468.00**

The delivery lead times are based on stock inventory at the time of quotation. Stock quantities and quoted delivery times must be re-evaluated and verified at time of order and/or time of release to manufacturing.

Please see notes 1 through 13 in this quotation.

HYDRO GATE[®]

• MUELLER brand

Quotation No.: 2101106

FREIGHT:

F.O.B. shipping point, full freight allowed. Seller will pay freight charges for standard shipments. Additional freight cost incurred to comply with buyer's special requirements will be added to the invoice.

FIELD SERVICE:

Hydro Gate will make every effort to provide a representative to meet your schedule, but due to conflicting requirements a request should be made no later than fourteen (14) days before a representative is required. Where previous commitments have been made, some flexibility in your schedule should be anticipated. All field service trips will require a written confirmation prior to arriving at the site.

DRAWINGS:

Submittal drawing lead time is 3 to 5 weeks after receipt of your written purchase order.

Thank you for your interest in our product. If any questions arise regarding this quotation, please contact Hydro Gate.

HYDRO GATE[®] |

Chris Shenk

Hydro Gate® Application Engineer I

• MUELLER brand

12000 E. 47th Avenue - Suite 200 Denver, Colorado 80239

office: 303.374.2186 | muellerwp.com

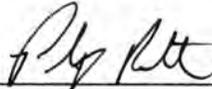
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 16, 2021

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 54-2021, approving the two-year lease agreement between the City of Ottumwa and the Ottumwa Saddle Club.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution No. 54-2021.

DISCUSSION: The City has been renting approximately 11 acres on Emma Street next to the old Ottumwa Transit offices to the Ottumwa Saddle Club for its equine events for many years. The lease agreement is similar to those in the Ottumwa Parks made with local baseball, softball and scouting groups. The Ottumwa Saddle Club would continue to pay the City the sum of \$10 per year, pay to maintain the structures it has erected and pay all maintenance and utility costs for the usage of said area. This would be a two year Lease Agreement and the Club would provide standard liability insurance listing the City as an additional insured. Attached is a copy of the proposed Lease Agreement.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed: No

RESOLUTION NO. 54-2021

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

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

WHEREAS, this Lease Agreement is for a two-year period; and

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

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

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

PASSED, ADOPTED and APPROVED this 16th day of March, 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



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

This Lease made and entered into this 1st day of April 2021, by and between the City of Ottumwa, Iowa, a Municipal Corporation, hereinafter referred to as Lessor, and the Ottumwa Saddle Club, an Iowa Corporation, hereinafter called Lessee,

WITNESSETH:

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

TWO. Lease Period. This lease shall be effective as of the 1st day of April 2021, and shall continue for a period of two (2) years thereafter, ending March 31, 2023, subject to all the terms and conditions hereof including paragraph Four.

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

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

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

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

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

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

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

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

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

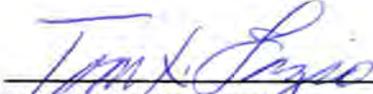
NINE. Maintenance of Leased Premises. Lessee shall at all times maintain said premises so that the appearance and condition of said premises are kept up in a reasonable state of good repair and appearance.

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

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

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

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Chris Reinhard, City Clerk

OTTUMWA SADDLE CLUB – Lessee

By
President

FILED

2021 MAR 10 PM 2: 0

CITY CLERK
OTTUMWA IA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 16, 2021

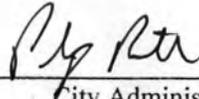
Airport
Department

Chris Cobler

Prepared By

Phil Rath

Department Head



City Administrator Approval

AGENDA TITLE: Resolution # 56-2021 Approving the contract, bond, and certificate of insurance for the apron improvement project at the Ottumwa Regional Airport.

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt resolution # 56-2021

DISCUSSION: These are the bonds, certificate of insurance and signed contract with Winger Contracting Co. of Ottumwa Ia. for the above referenced project and are now on file with the city clerk. This project was awarded at the February 16, 2021 City Council Meeting in the amount of \$221,731.50.

Source of Funds: 85% IDOT / 15% Airport Balance Fund

Budgeted Item:



Budget Amendment Needed:

RESOLUTION # 56 - 2021

A RESOLUTION APPROVING CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE OTTUMWA REGIONAL AIRPORT APRON IMPROVEMENT PROJECT.

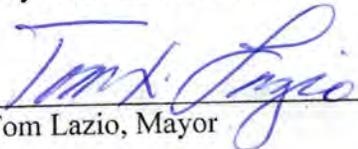
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Winger Contracting Co. of Ottumwa, Iowa in the amount of \$221,731.50.

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

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

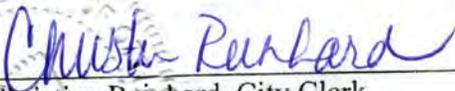
PASSED AND ADOPTED this March 16th, 2021

City of Ottumwa, Iowa



Tom Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



**Form of
CONTRACT AGREEMENT
City of Ottumwa, Iowa**

THIS AGREEMENT, made as of March 16 2021 is

BY AND BETWEEN

the OWNER:

City of Ottumwa
105 E Third Street
Ottumwa, Iowa 52501

And the CONTRACTOR:

Winger Contracting Company – DBA Winger Companies
918 Hayne Street
Ottumwa, Iowa 52501
Ph:641-682-3407

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at Ottumwa Regional Airport generally described as follows;

Apron Improvements

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 – Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Special Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and

obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\$Two-Hundred Twenty-Six Thousand, Two-Hundred Thirty-Seven Dollars and Fifty Cents. (\$226,237.50)

(Amount in Written Words)

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities.
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

- a. The CONTRACTOR agrees to commence work within the (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within 30 Total Working Days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages \$ 500.00, as the non-penal sum prescribed in Section 2, Special Provisions per working day as liquidated damages to the Owner

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – New Employee Work Eligibility Status

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Iowa. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

Kirkham Michael
4390 114th Street
Urbandale, Iowa 50322

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

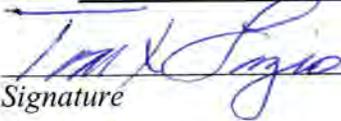
IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed four (4) copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Ottumwa

Address: 105 E Third Street

Ottumwa, Iowa 52501

By: 
Signature

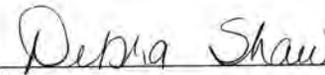

Title of Representative

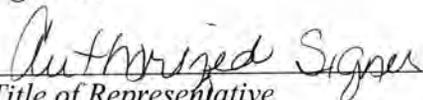
CONTRACTOR

Name: Winger Contracting Company

Address: 918 Hayne Street

Ottumwa, Iowa 52501

By: 
Signature


Title of Representative

ATTEST

By:

Christa Reulard

Signature

City Clerk

Title

ATTEST

By:

Susie Boy

Signature

Admin Assistant

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2021

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

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

PRODUCER Hub International dba Ruhl & Ruhl Insurance 212 Brady Street Suite 4B Davenport IA 52801	CONTACT NAME: Walt Zimmerer, CIC PHONE (A/C, No, Ext): 563-823-6716 E-MAIL ADDRESS: walter.zimmerer@hubinternational.com	FAX (A/C, No): 563-324-3410
	INSURER(S) AFFORDING COVERAGE	
INSURED Winger Contracting Company 918 Hayne Street Ottumwa IA 52501	INSURER A: Old Republic Insurance Company	24147
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 155004346

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			MWZY307195-21	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB307196-21	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP10N57919-21-NF	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC307194-21	4/1/2020	4/1/2021	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Ottumwa
 105 E 3rd St
 Ottumwa IA 52501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Winger Companies, as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto City of Ottumwa, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of

\$Two Hundred Twenty-Six Thousand, Two Hundred Thirty-Seven Dollars and Fifty Cents.

(\$226,237.50), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 16th day of March, 2021, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Apron Improvements
at the Ottumwa Regional Airport

And to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of **\$Two Hundred Twenty-Six Thousand, Two Hundred Thirty-Seven Dollars and Fifty Cents.** (\$226,237.50) which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to

retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of One (1) year from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including

overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Wapello County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

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

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

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

Witness our hands, in triplicate, this 9th day of March, 2021.

Surety Countersigned By:

Signature of Iowa Resident Commission Agent as
Prescribed by Chapter 515.52-57, Iowa Code.
(Require only if Attorney-in-Fact is not also an
Iowa Resident Commission Agent).

Name of Resident Commission Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

FORM APPROVED BY:

Attorney for Jurisdiction

PRINCIPAL:

Winger Companies

Contractor

By: Thomas W. Keck

Signature

Thomas W. Keck, President

Title

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By: A. E. Matlock

Signature Attorney-in-Fact Officer

Aaron E. Matlock

Name of Attorney-in-Fact Officer
Ruhl & Ruhl Insurance,
A Division of HUB International

Company Name

212 Brady Street, Ste 4B

Company Address

Davenport, IA 52801

City, State, Zip Code

(563) 324-1981

Company Telephone Number

NOTE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Aaron E Matlock; Brian C Matlock; Joyce L Briggs; Laura A Foust; Meredith T Morrow; Michael F Wernsman; Scott A Saveraid; Seth W Doup; Stacy A Banfield; Walter G Zimmerer

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of July, 2020.

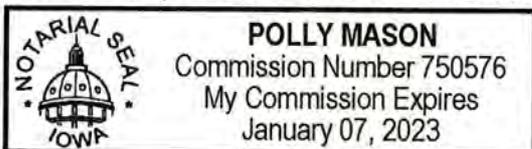


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of July, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26 day of February, 2021



William Warner Jr.
Secretary

Item No. B.-14.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 16, 2021

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #57-2021. Approving the contract, bond, and certificate of insurance for Woodland Avenue 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 #57-2021.

DISCUSSION: This project consists of the East Woodland Avenue reconstruction from Court Street to approximately 1,100 LF east. It includes complete reconstruction of the roadway, installation of new sewers and adding new storm system on Green Street between Woodland and Fillmore. Up-grades to the storm sewer system and replacement of the sanitary sewer main. This area is in the Phase VIII Division 3D area and will be designed to allow the sanitary to be connected in the future without removing any of the newly installed street pavement.

This project is scheduled to take 75 working days with a late start date of July 5th.

These are the required bonds, certificate of insurance and signed contract with Drish Construction, Inc. of Fairfield, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 2, 2021 City Council Meeting in the amount of \$857,279.65.

Funding:	
Engineer's Opinion of Cost:	\$928,883
OWW	\$179,812.50 – Pavement Replacement
RU	\$356,000
LOST Balance	

Source of Funds: RU/LOST Budgeted Item: Yes Budget Amendment Needed: Yes

RESOLUTION #57-2021

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE WOODLAND AVENUE RECONSTRUCTION PROJECT

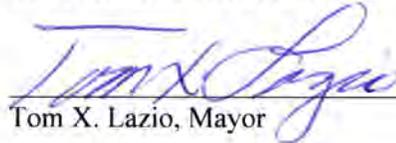
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Drish Construction, Inc. of Fairfield, Iowa in the amount of \$857,279.65 based on total unit price and estimated quantities; and,

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 Drish Construction, Inc. of Fairfield, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16th day of March, 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **March 16, 2021**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Drish Construction, Inc. of Fairfield, 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: **"East Woodland Avenue Reconstruction Project - Ottumwa, Iowa"** prepared by Garden & Associates, Ltd. of Oskaloosa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the Notice to Proceed and shall be completed in **75 working days** and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$857,279.65** 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 four (4) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By Tom Lopez
Title Mayor

ATTEST:

Christ Reinhard
Title City Clerk

Drish Construction Inc
Contractor
By Roy Dint
Title President
Address 1701 S. Main St.
City, State, Zip Fairfield, IA 52556



DRISCON-01

CWEBB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/4/2021

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

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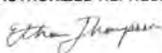
PRODUCER The Accel Group LLC PO Box 3100 Cedar Rapids, IA 52406-3100	CONTACT NAME: PHONE (A/C, No, Ext): (319) 365-8611		FAX (A/C, No): (319) 365-6919
	E-MAIL ADDRESS: certs@acceladvantage.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Auto-Owners Insurance Co.			18988
INSURED Drish Construction Inc 1701 S. Main Str. Fairfield, IA 52556	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		39811181	4/28/2020	4/28/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/POP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		5281105100	4/28/2020	4/28/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5281105101	4/28/2020	4/28/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			39183975	4/28/2020	4/28/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$
							E L EACH ACCIDENT	\$ 500,000
							E L DISEASE - EA EMPLOYEE	\$ 500,000
							E L DISEASE - POLICY LIMIT	\$ 500,000
A	Leased/Rented			39811181	4/28/2020	4/28/2021	\$1,000 ded	\$ 325,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: East Woodland Avenue Reconstruction Project, Ottumwa, IA 2021
City of Ottumwa is included as an additional insured with respect to General Liability and Auto Liability as per written contract and policy forms terms and conditions.

CERTIFICATE HOLDER City of Ottumwa 105 E 3rd St Ottumwa, IA 52501-2904	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

SECTION 00510
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Drish Construction, Inc.

(Name of Contractor)

1701 S. Main Street, Fairfield, IA

(Address of Contractor)

a **Corporation**, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Merchants Bonding Company (Mutual)

(Name of Surety)

6700 Westown Parkway, West Des Moines, IA 50266

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of **Eight Hundred Fifty-Seven Thousand, Two Hundred Seventy-Nine and 65/100 (\$857,279.65)** in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 16th day of March, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

East Woodland Avenue Reconstruction Project

Ottumwa, Iowa

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the four (4) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 16th day of March, 2021.

ATTEST:

R.D. Drish
(Principal) Secretary

(SEAL)

Brenda K Weeks
(Witness as to Principal)
1701 S. Main St.
Fairfield, Iowa 52556
(Address)

Drish Construction, Inc.

Principal
By Roger D. Drish (s)
Roger D. Drish, President

1701 S. Main Street

Fairfield, IA 52556

(Address)

ATTEST:

N/A
(Surety) Secretary

(SEAL)

Sopia Burnett
Witness as to Surety

212 Brady Street, Suite 4B

Davenport, IA 52801

(Address)

Merchants Bonding Company (Mutual) (s)
Surety

By Laura A Foust
Attorney-in-Fact **Laura A. Foust**

6700 Westown Parkway

Wes Des Moines, IA 50266

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

**SECTION 00520
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

Drish Construction, Inc.

(Name of Contractor)

1701 S. Main Street, Fairfield, IA

(Address of Contractor)

a **Corporation**, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Merchants Bonding Company (Mutual)

(Name of Surety)

6700 Westown Parkway, West Des Moines, IA 50266

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Eight Hundred-Fifty-Seven Thousand, Two Hundred Seventy-Nine and 65/100
(**\$857,279.65**) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 16th day of March, 2021, a copy of which is hereto attached and made a part hereof for the construction of:

East Woodland Avenue Reconstruction Project

Ottumwa, Iowa

Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 16th day of March, 2021.

ATTEST:

Rhonda Orisk
(Principal) Secretary

(SEAL)

Brenda K Weeks
(Witness as to Principal)
1701 S. Main St.
Fairfield, IA 52556
(Address)

Drish Construction, Inc.

Principal
By Roger Orisk (s)

1701 S. Main Street

Fairfield, IA 52556
(Address)

ATTEST:

N/A
(Surety) Secretary

(SEAL)

Sofia Burnett
Witness as to Surety

212 Brady Street, Suite 4B

Davenport, IA 52801
(Address)

Merchants Bonding Company (Mutual) (s)
Surety

By Laura A Foust
Attorney-in-Fact **Laura A. Foust**

6700 Westown Parkway

West Des Moines, IA 50266
(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Aaron E Matlock; Brian C Matlock; Joyce L Briggs; Laura A Foust; Meredith T Morrow; Michael F Wernsman; Scott A Saveraid; Seth W Doup; Stacy A Banfield; Walter G Zimmerer

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of July, 2020.

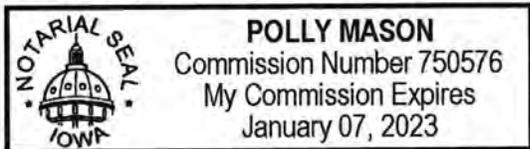


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of July, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5 day of March 2021



William Warner Jr.
Secretary

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 16, 2021

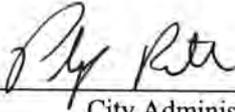
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 61-2021 - Resolution to Set a Public Hearing to Consider Three Year Extension of Lease Agreement between the City of Ottumwa and the Iowa Department of Administrative Services.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and Adopt Resolution 61-2021 establishing the time, date, and place for public hearing as:

April 6, 2021 at 5:30 PM
City Council Meeting
Council Chambers
105 E Third Street

DISCUSSION: This lease is a renewal lease on the behalf of and for the benefit of the Iowa Department of Inspections and Appeals, Child Advocacy Board and the CASA Program. It is anticipated to operate on the same terms and obligations with the exception of a nominal Cost Of Living Adjustment in the rental fee.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 61-2021

**RESOLUTION SETTING TIME AND PLACE FOR A PUBLIC HEARING FOR
THE PURPOSE OF CONSIDERING A THREE YEAR RENEWAL OF LEASE
AGREEMENT BETWEEN THE CITY OF OTTUMWA AND THE IOWA
DEPARTMENT OF ADMINISTRATIVE SERVICES**

WHEREAS, the City of Ottumwa entered into an Agreement with the Iowa Department of Administrative Services on or around May 1, 2018 for the lease of office space in the City Hall building located at 105 East Third Street; and

WHEREAS, that lease is set to expire on June 30, 2021 and both parties desire to continue the lease for an additional three year period; and

WHEREAS, lease agreements greater than or equal to three years in length of term require a public hearing; and

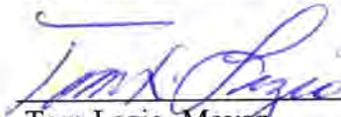
WHEREAS, interested residents or taxpayers having comment for or against the stated lease agreement may appear and be heard before a public hearing at the City Council meeting on April 6, 2021, at 5:30 PM at the Ottumwa City Hall, at 105 East Third Street, Ottumwa, Iowa.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that this confirms that the City Council order the publication of a notice of public hearing pertaining to receiving input from the public regarding the renewal of the identified lease agreement in the City of Ottumwa not less than ten (10) days nor more than twenty (20) days prior to the date set for the hearing. A notice shall also be posted on the city website and social media accounts.

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

APPROVED, PASSED AND ADOPTED, this 16th day of March, 2021.

CITY OF OTTUMWA, IOWA



Tom Lazio, Mayor

ATTEST:




Christina Reinhard, City Clerk

Publish March 25, 2021

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on Tuesday, April 6, 2021 at 5:30 P.M. at City Hall in the City of Ottumwa, Iowa on its intent to consider a three-year extension of Lease Agreement with the Iowa Department of Administrative Services for the lease of office space in the City Hall building located at 105 East Third Street. This lease is for the benefit of the Iowa Department of Inspections and Appeals, Child Advocacy Board and the CASA Program. All persons interested in the intent to approve the three-year extension of Lease Agreement are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the approval of the three-year extension of Lease Agreement. Statements can also be given to the City Clerk up to 4:30 P.M. on Tuesday, April 6, 2021.

FOR THE CITY OF OTTUMWA:
Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 16, 2021

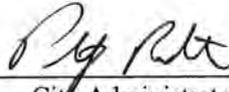
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 62-2021 - a resolution accepting the Engagement Agreement from Ahlers Cooney, PC for the provision of legal services related to aviation and the Ottumwa Regional Airport.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 62-2021

DISCUSSION: Some aspects of legal matters related to aviation or Ottumwa Regional Airport could require experts or fall outside the scope of the General Legal Services Engagement Agreement executed last October. To cover the City and Airport in these matters, the attached Engagement Agreement was prepared.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 62-2021

**RESOLUTION ACCEPTING THE ENGAGEMENT AGREEMENT FROM
AHLERS & COONEY, PC FOR THE PROVISION OF LEGAL SERVICES
RELATED TO AVIATION AND THE OTTUMWA REGIONAL AIRPORT**

WHEREAS, the City of Ottumwa utilizes Ahlers & Cooney, P.C. to provide general legal services on behalf of the City of Ottumwa; and

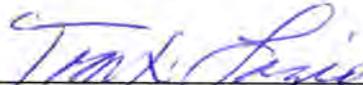
WHEREAS, particular aspects of legal advice and services related to the fixed base operations of the Ottumwa Regional Airport may fall outside of the original scope of services identified in the General Legal Services Engagement Agreement; and

WHEREAS, an Engagement Agreement addressing those specific legal matters related to the Airport has been prepared by Ahlers & Cooney, PC.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that approval of the attached Engagement Agreement for 2021 is granted and that the Mayor and the City Clerk of the city of Ottumwa, Iowa, are hereby authorized and directed to execute said Agreement on behalf of the City.

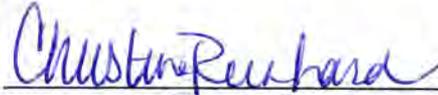
APPROVED, PASSED AND ADOPTED, this 16th day of March, 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk



Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com
Kristine Stone
515.246.0314
kstone@ahlerslaw.com

March 10, 2021

VIA EMAIL ONLY: rathp@ottumwaus.us

Philip Rath
City Administrator
City of Ottumwa

RE: Engagement Agreement – Ottumwa Airport Matters

Dear Phil:

Consistent with the General Legal Services Engagement Agreement between our Firm and the City of Ottumwa, we indicated that we would charge standard hourly rates on any particular assignment beyond the scope of the “standard city attorney services” identified within that Engagement Agreement. The City Council recently decided not to renew its contract with the fixed base operator (FBO) at the Ottumwa Airport, and those duties and responsibilities will now be performed by the City itself. We have been asked to assist the City in this transition and to provide legal advice and services to the Airport Manager and Airport Advisory Board. We do not believe that aviation matters are included within the standard city attorney services contemplated by the General Legal Services Engagement Agreement, and we are therefore proposing the following engagement.

The purpose of this engagement letter is to confirm the terms of our Firm’s engagement and to explain our billing practices. Upon the City’s acceptance, this letter will serve as a memorandum of the terms of the engagement of this Firm to serve as counsel for the City of Ottumwa in the above referenced matters. I understand that the services being requested include the purchase of furniture and equipment from the prior FBO, reviewing and negotiating land leases with tenants at the Airport, reviewing and advising regarding the Airport’s rates and charges, disposing of real estate at the Airport following FAA and Iowa Code requirements, and other general legal matters for the Airport.

We are pleased to undertake this representation. The fees charged by the Firm for this representation will be based on the current hourly rate of the person performing the service at the time services are performed. The Firm's billing rates are reviewed, and sometimes revised, annually in January. The following attorneys will be primarily responsible for this matter:

March 10, 2021

Page 2

Attorney	2021 standard rate	Services provided
Kristine Stone	\$250 / hour	General aviation law
Maria Brownell	\$245 / hour	General aviation law
John Hintze	\$365 / hour	Business transactions
Jeremy Masterson	\$275 / hour	Business transactions

As always, we will work to prevent any duplication of efforts. Out-of-pocket expenses including, but not limited to, photocopying expenses, would be in addition to the hourly charges and will also be billed separately on our statements. We will forward itemized statements of services rendered on a monthly basis to your attention. If payment is not rendered in a timely fashion, the Firm reserves the right to immediately terminate its representation.

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the Ottumwa City Council, and execute, date and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City of Ottumwa and we look forward to working with you.

Sincerely,

AHLERS & COONEY, P.C.

By *Kristine Stone*

Kristine Stone

Accepted and approved on behalf of the City of Ottumwa*

By: *Tom L. Legio*
Title: Mayor

Dated: *March 16, 2021*

*Authorized by Resolution \ Motion *62-2021* approved by the City Council on *March 16*, 2021.

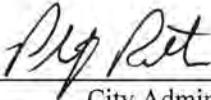
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 16, 2021

Finance
Department

Kala Mulder
Prepared By
Kala Mulder
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 65-2021 Authorizing Payment for Renewal of the City Liability and Property Insurance for March 15, 2021-2022 term in the Amount of \$514,291.

Public hearing required if this box is checked.

The Proof of Publication for users 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: To pay the renewal of the general liability, auto liability, auto physical damage, public official's liability, police professional liability, municipal property, boiler, computer insurance for \$514,291.

DISCUSSION: The City of Ottumwa has been a member of ICAP for as long as ICAP has been in existence. In FY21 the gross premium was \$489,702 minus the member credit of \$39,991.64 for a total of \$449,710.36. For FY22 our premium will be \$514,291 with no member credit. The member credit is based on investment returns, currently there are no profits for the group.

RESOLUTION NO. 65-2021

A RESOLUTION AUTHORIZING PAYMENT FOR RENEWAL OF THE CITY LIABILITY AND PROPERTY INSURANCE FOR MARCH 15, 2021-2022 IN THE AMOUNT OF \$514,291.

WHEREAS, the City of Ottumwa is required to purchase insurance for liability and property coverage and

WHEREAS, the City of Ottumwa is a member of the Iowa Communities Assurance Pool, a provider of municipal insurance and

WHEREAS, the premium for March 15, 2021-2022 term is \$514,291.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: to authorize payment to the Iowa Communities Assurance Pool in the amount of \$514,291.

PASSED AND APPROVED THIS 16th DAY OF MARCH, 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

MUNICIPAL BUDGETING

Fund Accounting and Tax Levy Primer



PURPOSE OF MULTIPLE FUNDS

- Municipal operations are segregated into a variety of accounts or “Funds”
- Operations of each “Fund” are comprised of its own:
 - Assets
 - Liabilities
 - Fund Balance
 - Revenues
 - Expenditures
- Each “Fund” is considered a separate, self-balancing entity for purposes of accounting



TYPES OF FUNDS

- **Governmental Funds**
 - General Fund
 - Special Revenue Funds
 - Capital Projects Funds
 - Debt Service Funds
 - Permanent Funds
 - Governmental Activities

- **Proprietary Funds**
- **Internal Service Funds**
- **Fiduciary Funds**
 - Pension Trust Funds
 - Private Purpose Trust Funds
 - Agency Funds



FUNDS – CITY OF OTTUMWA

▪ **General Funds**

▪ **Special Revenue Funds**

- Road Use
- Employee Benefit
- Emergency Tax
- LOST – Local Option Sales Tax
- SSMID – Self-Supported Municipal Improvement Dist.

▪ **Special Rev. cont.**

- TIF – Tax Increment Financing
- Library
- Cemetery
- Haz-Mat
- Risk Management
- Airport
- Other Bonded Projects



FUNDS – CITY OF OTTUMWA CONT.

▪ **Proprietary Funds**

- Sewer Fund
- Landfill Fund
- Recycling Center Fund
- Golf Course
- Equipment Purchasing
- Bridge View Center
- Health Insurance

▪ **Debt Service Funds**

- **Capital Projects Fund**



FUNCTIONS OF GOVERNMENTAL FUNDS

- “Function” refers to the major program areas of the budget identified through the reported expenditures and associated revenues.
- IA Code Identifies 8 Major Expenditures:
 - Public Safety
 - Public Works
 - Health & Social Services
 - Culture & Recreation
 - Community & Econ. Dev.
 - General Government
 - Debt Service
 - Capital Projects



BUDGETARY CLARIFICATION

- Functions or Departments such as Public Works occur in multiple Funds; however these expenditures are subdivided into Divisions or Programs and recorded in the appropriate Fund.
- There are limits to the amount the City is able to levy for particular purposes. These limits are established by the State and categorized by purpose. Some of these levies require a vote of the public to issue.

BUDGETARY CLARIFICATION CONT.

- Dollars do not freely flow from one Fund to another, but rather through a journal entry which tracks any “Authorized” movement of money between funds.
- Dollars levied for in one Fund are NOT taking away from dollars levied in another Fund – (e.g. increasing the Emergency levy does not mean less funds in the Gen Fund levy). Each Fund needs to stand on its own – any tradeoffs are made within the individual funds
- The “Fund Balance” does NOT represent the CASH position of the Fund – It does not reflect an amount of money that is available to spend.

LEVIES REPORTED: DEPT. OF MANAGEMENT

- General Fund - \$8.10 Max
- Other Permissible Levies
 - Non-Voted
 - Publicly Owned Transit O&M - \$0.95 Max *
 - City Owned Civic Center O&M - \$0.135 Max
 - Liability, Property, and Self Insurance Costs – Amount Necessary
 - Voted
 - Support Public Library - \$0.27 Max
- * Levy ended with the 2020/21 budget identified for historical reference



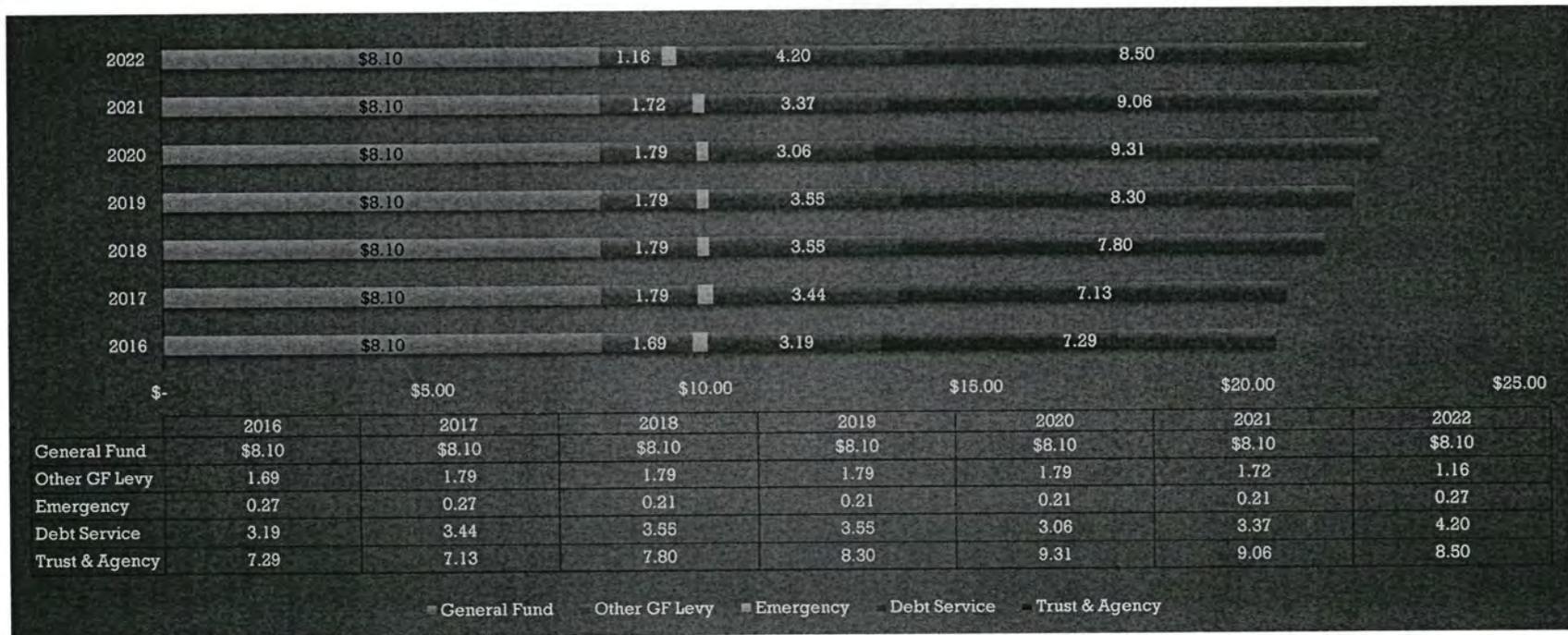
LEVIES REPORTED: DEPT. OF MANAGEMENT

- Special Revenue Levies
 - Emergency Levy - \$0.27 ^
- Debt Service
- Employee Benefits
 - Police & Fire Retirement (411 Account) – Amount Necessary
 - FICA & IPERS – Amount Necessary ^
 - Other Employee Benefits – Amount Necessary ^

- ^ Only if Gen Fund maxed at \$8.10



MUNICIPAL LEVY BY FUND & YEAR



GENERAL FUND SERVICES (\$8.10 LEVY)

- Public Safety
 - Police
 - Dispatch
 - Fire
- Engineering
- Refuse Collection
- Building / Code Enforcement
- Parks
- Beach Ottumwa
- Planning
- Administration
- City Clerk
- Finance



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 16, 2021

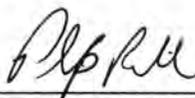
Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head



City Administrator Approval

AGENDA TITLE: Bid for John Deere 1575 Front Mount Mower with Comfort Cab

Public hearing required if this box is checked.

RECOMMENDATION: Accept the bid for a John Deere 1575 Front Mount Mower with Comfort Cab from Sinclair John Deere for \$38,049.49.

DISCUSSION: The City of Ottumwa has received a bid from Sinclair John Deere of Ottumwa for a John Deere 1575 front mount mower with a Comfort Cab for \$38,049.49. This bid was obtained from the State of Iowa bid program, which means the State has already done the bidding process for the city. The purchase of this mower was approved by the City of Ottumwa Fleet Committee. This mower will replace mower #48, which will be sold at the next City of Ottumwa online auction. An evaluation of mower # 48 is attached. This mower will be used by the campground hosts for mowing and will also be used by parks employees for snow removal in winter.

Source of Funds: CIP

Budgeted Item:

Budget Amendment Needed: No

CITY OF OTTUMWA, IOWA

PROPOSAL FOR City of Ottumwa

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for 1575 and agrees to furnish said 1575 in accordance with those documents.

TOTAL CASH PRICE FOR PROJECT

\$ 38,049.49

MODEL BEING BID AND LENGTH OF TIME BID IS VALID

1575 w/72" Deck - 3 months

WARRANTY, (Specify)

24 months

DELIVERY TIME REQUIRED

2-3 months

PROJECT MUST BE COMPLETED BY _____

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 1575 according to instructions as issued by the City and at the time requested.

Sinclair Tractor
Name of Company

641-682-4683
Phone Number

Tony Hammes
Printed Name

By Tony Hammes
Authorized Signature

3-3-21
Date

Sales Representative
Title



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Sinclair Tractor
 804 S Madison
 Ottumwa, IA 52501
 641-682-4683
 sinclair@sinclairtractor.com

Quote Summary

Prepared For:
 City Of Ottumwa
 IA

Delivering Dealer:
Sinclair Tractor
 Anthony Hammes
 804 S Madison
 Ottumwa, IA 52501
 Phone: 641-682-4683
 tonyh@sinclairtractor.com

Quote ID: 23774555
Created On: 02 March 2021
Last Modified On: 03 March 2021
Expiration Date: 26 March 2021

Equipment Summary	Selling Price	Qty	Extended
2021 JOHN DEERE 1575 TerrainCut™ with ComfortCab Commercial Front Mower (Less Mower Deck) Contract: IA Construction, Ag, Ground Maint MA17288D (PG 0N CG 22) Price Effective Date: March 1, 2021	\$ 33,976.96 X	1 =	\$ 33,976.96
JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck Contract: IA Construction, Ag, Ground Maint MA17288D (PG 0N CG 22) Price Effective Date: March 1, 2021	\$ 4,072.53 X	1 =	\$ 4,072.53
Equipment Total			\$ 38,049.49

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 38,049.49
Trade In	
SubTotal	\$ 38,049.49
Est. Service Agreement Tax	\$ 0.00
Total	\$ 38,049.49
Down Payment	(0.00)

Salesperson : X _____

Accepted By : X _____



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Sinclair Tractor
804 S Madison
Ottumwa, IA 52501
641-682-4683
sinclair@sinclairtractor.com

Rental Applied	(0.00)
Balance Due	\$ 38,049.49

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 23774555 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Sinclair Tractor
 804 S Madison
 Ottumwa, IA 52501
 641-682-4683
 sinclair@sinclairtractor.com

2021 JOHN DEERE 1575 TerrainCut™ with ComfortCab Commercial Front							
Hours:							
Stock Number:							
Contract: IA Construction, Ag, Ground Maint MA17288D (PG ON CG 22)							Selling Price *
							\$ 33,976.96
Price Effective Date: March 1, 2021							
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2445TC	1575 TerrainCut™ with ComfortCab Commercial Front Mower (Less Mower Deck)	1	\$ 42,639.00	23.00	\$ 9,806.97	\$ 32,832.03	\$ 32,832.03
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BTC10685	Slow Moving Vehicle (SMV) Kit	1	\$ 93.09	23.00	\$ 21.41	\$ 71.68	\$ 71.68
BTC10530	Spool Kit - FRONT MWR AUX HYD KIT, SINGLE	1	\$ 644.14	0.00	\$ 0.00	\$ 644.14	\$ 644.14
TM130419	Technical Manual - 1550,1570,1575,1580,1585 TERRAINCUT	1	\$ 228.00	0.00	\$ 0.00	\$ 228.00	\$ 228.00
PC12159	Paper Parts Catalog - PAPER PARTS CATALOG	1	\$ 137.00	0.00	\$ 0.00	\$ 137.00	\$ 137.00
TCU15882	Blade - BLADE, BLADE, 72" COMMERCIAL HIGH L	3	\$ 21.37	0.00	\$ 0.00	\$ 64.11	\$ 64.11
Dealer Attachments Total			\$ 1,166.34		\$ 21.41	\$ 1,144.93	\$ 1,144.93
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Additional Discounts							
Additional Discount Total					\$ 0.00	\$ -0.00	\$ -0.00
Total Selling Price			\$ 43,805.34		\$ 9,828.38	\$ 33,976.96	\$ 33,976.96



Selling Equipment

Quote Id: 23774555 Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Sinclair Tractor
 804 S Madison
 Ottumwa, IA 52501
 641-682-4683
 sinclair@sinclairtractor.com

JOHN DEERE 72 In. 7-Iron PRO Commercial Side Discharge Mower Deck

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: IA Construction, Ag, Ground Maint MA17288D (PG
 0N CG 22)

\$ 4,072.53

Price Effective Date: March 1, 2021

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
034GTC	72 In. 7-Iron PRO Commercial Side Discharge Mower Deck	1	\$ 5,289.00	23.00	\$ 1,216.47	\$ 4,072.53	\$ 4,072.53
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Total Selling Price			\$ 5,289.00		\$ 1,216.47	\$ 4,072.53	\$ 4,072.53

EQUIPMENT EVALUATION

Vehicle: 48 Year: 2011 Model & Type: John Deere 1445
 Dept: 430 Mileage: _____ Hour Meter: 3324
 Park

The below evaluations are not actual estimates.

	Comments	Good	Fair	Poor	Cost of Repair
Engine	Smokes on startup. Still has good power.		x		\$ 400.00
Transmission	No known problems.		x		
Transfer	N/A				
Rearend/Final Drives	Right rear axle housing has small leak.		x		\$ 300.00
Brakes					
Tires/Steering	All tires have 30% left. Steering has no known problems.			x	\$ 300.00
Body & Frame Suspension	Mower deck housing worn through. Front deck hook ups worn. Lot of hours. Paint faded and scratched. Dents in body. Some body rust.			x	\$2,000.00
Miscellaneous (Interior/lights/windows)	Seat worn. Wear on pedals - switches.		x		\$ 200.00
Hydraulic System	Works ok. Makes noise. Lot of hours.			x	
					\$ 3,200.00

2020 \$ 1,033.22
 2019 \$ 1,485.12
 2018 \$ 3,664.50
 2017 \$ 1,115.95
 2016 \$ 1,725.57

Checked by: 1088

Date: 10/15/2020

Approved: Yes No

Destination: _____

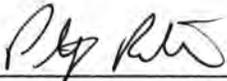
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 16, 2021

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head



City Administrator Approval

AGENDA TITLE: Bid for John Deere 1600 Wide Area Mower

Public hearing required if this box is checked.

RECOMMENDATION: Accept the bid for a John Deere 1600 Turbo Series 3 Wide Area Mower from Sinclair John Deere for \$59,975.81

DISCUSSION: The City of Ottumwa has received a bid from Sinclair John Deere of Ottumwa for a John Deere 1600 Turbo Series 3 Wide Area mower for \$59,975.81. This bid was obtained from the State of Iowa bid program, which means the State has already done the bidding process for the city. The purchase of this mower was approved by the City of Ottumwa Fleet Committee. This mower will replace mower #151, which will be sold at the next City of Ottumwa online auction. An evaluation of mower # 151 is attached. The new mower will be used by the seasonal parks employees for mowing parks, public properties, and levees.

Source of Funds: CIP

Budgeted Item: Budget Amendment Needed: No

CITY OF OTTUMWA, IOWA

PROPOSAL FOR City of Ottumwa

TO WHOM IT MAY CONCERN:

The undersigned has examined the advertisement for bid and detailed specifications for 1600 and agrees to furnish said 1600 in accordance with those documents.

TOTAL CASH PRICE FOR PROJECT

\$ 59,975.81

MODEL BEING BID AND LENGTH OF TIME BID IS VALID

1600

3 months

WARRANTY, (Specify)

2 years

DELIVERY TIME REQUIRED

2-3 months

PROJECT MUST BE COMPLETED BY _____

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 1600 according to instructions as issued by the City and at the time requested.

Sinclair Tractor
Name of Company

641-682-4683
Phone Number

Tony Hammes
Printed Name

By Tony Hammes
Authorized Signature

3-2-21
Date

Sales Representative
Title



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Sinclair Tractor
 804 S Madison
 Ottumwa, IA 52501
 641-682-4683
 sinclair@sinclairtractor.com

Quote Summary

Prepared For:
 CITY OF OTTUMWA
 105 E 3RD ST
 OTTUMWA, IA 52501
 Business: 641-684-2180

Delivering Dealer:
Sinclair Tractor
 Anthony Hammes
 804 S Madison
 Ottumwa, IA 52501
 Phone: 641-682-4683
 tonyh@sinclairtractor.com

Quote ID: 23773545
Created On: 02 March 2021
Last Modified On: 02 March 2021
Expiration Date: 26 March 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 1600 Turbo Series III Commercial Wide Area Mower with 4-Post ROPS Canopy Contract: IA Construction, Ag, Ground Maint MA17288D (PG 0N CG 22) Price Effective Date: March 1, 2021	\$ 59,975.81 X	1 =	\$ 59,975.81
Equipment Total			\$ 59,975.81

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 59,975.81
Trade In	
SubTotal	\$ 59,975.81
Est. Service Agreement Tax	\$ 0.00
Total	\$ 59,975.81
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 59,975.81

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 23773545 Customer Name: CITY OF OTTUMWA

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Sinclair Tractor
 804 S Madison
 Ottumwa, IA 52501
 641-682-4683
 sinclair@sinclairtractor.com

JOHN DEERE 1600 Turbo Series III Commercial Wide Area Mower with 4-Hours:							
Stock Number:							Selling Price *
Contract: IA Construction, Ag, Ground Maint MA17288D (PG ON CG 22)							\$ 59,975.81
Price Effective Date: March 1, 2021							
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0730TC	1600 Turbo Series III Commercial Wide Area Mower with 4-Post ROPS Canopy	1	\$ 77,289.00	23.00	\$ 17,776.47	\$ 59,512.53	\$ 59,512.53
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
TCA13825	Slow Moving Vehicle Sign Kit	1	\$ 46.06	23.00	\$ 10.59	\$ 35.47	\$ 35.47
TCU51118	Mower Blade - BLADE, 22"	7	\$ 17.83	0.00	\$ 0.00	\$ 124.81	\$ 124.81
PC2864	Paper Parts Catalog - 1600 TURBO WIDE AREA MOWER	1	\$ 72.00	0.00	\$ 0.00	\$ 72.00	\$ 72.00
TM1682	Technical Manual - 1600 & 1620 WIDE AREA MOWER	1	\$ 231.00	0.00	\$ 0.00	\$ 231.00	\$ 231.00
Dealer Attachments Total			\$ 473.87		\$ 10.59	\$ 463.28	\$ 463.28
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 77,762.87		\$ 17,787.06	\$ 59,975.81	\$ 59,975.81

EQUIPMENT EVALUATION

Vehicle: 151 Year: 2015 Model & Type: JD Wide Area Mower
 Dept: 430 Mileage: _____ Hour Meter: 2471
Park

The below evaluations are not actual estimates.

	Comments	Good	Fair	Poor	Cost of Repair
Engine	New turbo. Engine uses oil. Smokes bad. Has miss in engine.			x	\$3,000.00
Transmission	Transmission jerks some time at low RPM.		x		\$ 400.00
Transfer	No known problems		x		
Rearend/Final Drives	Right rear wheel leaking oil			x	\$ 300.00
Brakes	No known problems		x		
Tires/Steering	Right front tire bad. All other tires have 60% left. Small leak in steering column.		x		\$ 400.00
Body & Frame Suspension	Deck worn. Bearings worn in all deck wheels. Dents in body. Paint gone all over body. Seat needs replaced. Hood dented.			x	\$2,000.00
Miscellaneous (Interior/lights/windows)					
Hydraulic System	Small leak on side of center section. Hydraulics getting weak. Hoses cracking hard, worn.			x	\$1,500.00
					\$ 7,600.00

2020 \$ 3,551.68
 2019 \$ 3,438.18
 2018 \$ 4,697.08
 2017 \$ 2,127.19
 2016 \$ 990.81

Checked by: 1088
 Date: 10/1/2020
 Approved: Yes No
 Destination: _____

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 16, 2021

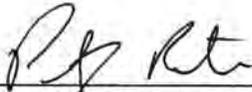
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Lease Agreement between the City of Ottumwa and the US Representative Mariannette Miller-Meeks.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the lease agreement with US Representative Mariannette Miller-Meeks.

DISCUSSION: This lease is a new lease with the federal Congresswoman and would return a regional office to the City of Ottumwa. The lease would run from the date of execution by both parties through Jan. 2, 2023. The lease agreement is attached with this summary.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

**CITY OF OTTUMWA, IOWA
LEASE AGREEMENT**

SECTION 1. PARTIES: THIS LEASE IS EXECUTED BY and between City of Ottumwa (Landlord), whose address for the purpose of this Lease is City Hall, 105 East Third Street, Ottumwa, Iowa 52501, and the Rep. Mariannette Miller-Meeks (Tenant), whose address for the purpose of this Lease is _____.

SECTION 2. LEASED PREMISES: Landlord leases to Tenant the following described property: Approximately 730 Square Feet (Rentable Area or Leasable Space) of office space located at City Hall, Room 201A and 201B, 105 East Third Street, Ottumwa, Iowa 52501 (Leased Premises).

SECTION 3. TERM OF LEASE: It is understood and agreed that the Lease shall commence upon execution of this Agreement (Date of Execution) by both parties and shall end January 2, 2023, both days inclusive.

SECTION 4. USE OF LEASED PREMISES: It is understood and agreed that Tenant contemplates using the Leased Premises for the purposes of a Regional office and public meeting space.

SECTION 5. RENTAL: Tenant agrees to pay to Landlord the following for the Leased Premises:

5.1 Rental Rate: For the lease term of the Date of Execution through January 2, 2023, Tenant shall pay for the use and occupancy of the Premises at a rental sum (Rental Rate) of **\$2,100.00** per year or approximately **\$2.88** per sq. ft., payable, in equal monthly installments in the amount of **\$175.00**, in arrears. . Rent payments are made in arrears and are due by the last day of each month during the term of this Lease. The last month's rent is due and payable on the first (1st) day of the month immediately following the last month of the Lease.

5.2 Prorated Rent: In the event this Lease does not commence on the first day of the month in which Tenant takes possession, the total rent payable shall be prorated from the date of possession to the end of the month in which Tenant takes possession.

5.3 Delinquent Rent: If Tenant fails to pay any amounts due under this Lease within sixty (60) days after the due date as specified in Section 5.1 above, then interest shall be paid at the maximum rate established pursuant to Iowa Code section 74A.6, on the unpaid amounts until paid in full.

SECTION 6. COVENANT OF QUIET ENJOYMENT: So long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises and have unobstructed access to said premises at all times, Saturdays, Sundays and holidays included.

SECTION 7. LANDLORD'S DUTY OF CARE AND MAINTENANCE: All repairs or replacements shall be made in a manner to minimize the inconvenience to Tenant and in a manner which maintains any and all security of the Leased Premises. Landlord shall be responsible for providing the following:

7.1: Maintenance of the roof, structural parts of the floor, walls, windows, all interior and exterior components of the building, including but not limited to ceiling tiles and carpeting, and improvements both structural or otherwise and keeping other structural parts of the building in good repair;

7.2: Maintenance of the structural and surface area of the sidewalks, any and all access drives and parking lot in good repair;

7.3: Necessary repairs to the sewer lines and fixtures, the plumbing equipment, lines and fixtures, gas lines and fixtures, including but not limited to fire sprinkler and fire control systems, the water pipes, the ballasts for fluorescent lighting and electrical wiring;

- 7.4: Air conditioning, heating equipment and ventilating lines and fixtures; and the maintenance thereof;
7.5: Elevator equipment and the maintenance thereof;
7.6: Thermostatic control for the Leased Premises will be provided for the heating, ventilation and air conditioning systems used to heat and cool the Leased Premises.
7.7: Repair or removal of major landscape elements.
7.8: Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

SECTION 8. TENANT'S DUTY OF CARE AND MAINTENANCE:

8.1: Tenant will not permit or allow Leased Premises to be damaged or depreciated in value, except for ordinary wear and tear, by any act or negligence of Tenant, its agents or employees. Tenant shall make no structural alterations or improvements without first obtaining the written approval of Landlord of the plans and specifications therefore, which approval shall not be unreasonably withheld.

8.2: Tenant will make no unlawful use of said premises and agrees to comply with all valid laws and regulations of the Board of Health, applicable City Ordinances, and of the State of Iowa and the Federal Government. This provision shall not be construed as creating any duty by Tenant to members of the general public.

SECTION 9. LANDLORD OBLIGATIONS: Landlord shall furnish the following items at its sole cost and expense:

- 9.1: Electric
- 9.2: Gas
- 9.3: Water/Sewer
- 9.4: Light bulbs
- 9.5: Snow and Ice removal
- 9.6: Lawn care/Landscaping
- 9.7: Pest Control
- 9.8: Optional Services Available
 - Janitorial services
 - Trash removal
 - Office furniture
 - Telephone / Internet

SECTION 10. TENANT OBLIGATIONS: Tenant shall obtain the following items at its sole cost and expense: NONE

SECTION 11. COMPLIANCE WITH APPLICABLE LAWS: Landlord is responsible for complying with all applicable provisions of the Americans With Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Iowa Civil Rights Act (Chapter 216), as well as the regulations adopted thereunder, with respect to the Leased Premises. In the event that Tenant is fined for violations of said laws and regulations or a judgment is entered against Tenant for failing to make a reasonable accommodation for areas within the responsibility of Landlord, Landlord agrees to indemnify and hold harmless Tenant, including reasonable attorney fees and costs and expenses. In addition, Landlord shall comply with all valid laws and regulations of the Board of Health, applicable City Ordinances and of the State of Iowa and the Federal Government.

It is agreed and understood that the structural parts of the Leased Premises and the Leased Premises are the sole responsibility of Landlord and Landlord shall comply with all OSHA and IOSHA standards. In addition, Landlord understands and agrees to assume responsibility, under the terms of this Lease,

to comply with all provisions of the Iowa State Building Code and the 2015 International Building Code. All physical modifications necessary to meet compliance will be made at the expense of Landlord. In the event Tenant is fined for violation of any said standards for areas within the responsibility of Landlord under the terms of this Lease, Landlord agrees to indemnify and hold harmless Tenant.

SECTION 12. INSURANCE:

12.1: Landlord shall insure its interest in the Leased Premises and any personal property of Landlord in the Leased Premises against fire and other hazards. Landlord shall also maintain general public liability insurance covering personal injury and property damage caused by acts or omission in the common areas of the Leased Premises including the parking lots.

12.2: Landlord is not responsible for any personal property or equipment provided by the Tenant. Tenant is responsible for insuring personal property against loss or damage not directly attributed to property insurance for the building.

SECTION 13. LANDLORD'S RIGHT OF ACCESS: Landlord, accompanied by an authorized representative of Tenant, may enter the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises or for the servicing of any utilities. Landlord shall be responsible for and shall indemnify Tenant against any loss of or injury or damage to any of Tenant's improvements, or other personal property located on the Leased Premises arising out of any act, omission or negligence of Landlord, its employees, agents, invitees, or contractors in making any inspections of or repairs, additions or alterations to the Leased Premises.

13.1. Confidentiality: Landlord acknowledges and understands that Tenant maintains confidential information at the Leased Premises. Landlord further acknowledges and understands that state and federal laws may impose civil and criminal penalties for the disclosure and redissemination of confidential information. Landlord's employees and contractors may come across this confidential information when performing their responsibilities under this Agreement. Landlord must take reasonable steps to make sure that its employees and any contractors do not copy, remove, disclose, or redisseminate confidential information maintained by Tenant. Landlord also agrees that any violation of this confidentiality provision may result in Tenant terminating this Agreement for cause. Lastly, Landlord agrees to indemnify the Tenant for any violations of this provision as required by this Agreement.

13.2 Tenant acknowledges that within the Leased Premises, the Landlord has a mainframe computer which houses software programs. The mainframe computer shall be in a locked, secured location with access only by Landlord. Landlord may enter the Leased Premises, with prior notification to the Tenant, to perform routine maintenance and repairs to the mainframe. In case of emergency, Landlord is allowed immediate access to resolve the emergency situation. Landlord shall at all times indemnify, defend and hold Tenant harmless against and from any and all claims arising from damage to the mainframe computer.

SECTION 14. SIGNS: Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the Leased Premises, provided only:

14.1: That any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa;

14.2: Such signs shall not change the structure of the Leased Premises;

14.3: Such signs, if and when taken down, shall not damage the Leased Premises; and

14.4: Such signs shall be subject to the written approval of Landlord, which approval shall not be unreasonably withheld.

SECTION 15. POSSESSION:

15.1 Possession of Premises: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the date on which this Lease terminates, except as herein otherwise expressly provided.

15.2 Surrender of Leased Premises at End of the Term. Tenant agrees that upon the termination of the Lease, it will surrender, yield up and deliver the Leased Premises in good and clean condition, except for the ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. Landlord and Tenant may conduct a walk-through of the Leased Premises prior to the lease expiration to review the condition of the Leased Premises. Tenant may at the expiration of the term of the Lease, or renewal or renewals thereof, remove any Tenant fixtures or equipment. Tenant shall be responsible for repairing any damages caused by said removal.

SECTION 16. PARKING: Staff parking is not provided as part of this Lease. Shared on-street parking is available for constituents and visitors.

SECTION 17. DAMAGE TO LEASED PREMISES: In the event of partial or total destruction of or damage to the Leased Premises, which damage can be reasonably repaired, as determined by Landlord, within sixty (60) days of its occurrence, this Lease shall not terminate, but rent shall be apportioned in amounts equal to the percentage of the Leased Premises that is unusable during construction. The determination regarding the usable portion of the Leased Premises shall be within the sole discretion of Tenant. If the Leased Premises cannot be repaired within sixty (60) days, Tenant may terminate this Lease by providing Landlord with written notice of termination within fifteen (15) days after Landlord determines that the damage to the Leased Premises cannot be repaired.

SECTION 18. TERMINATION OF LEASE:

18.1 For Cause by Tenant: In the event Landlord fails to observe and perform any covenant, condition or obligation created by this Lease, Tenant shall provide written notice to Landlord requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Tenant may either:

18.1.1: Immediately terminate the Lease without additional written notice; or,

18.1.2: Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

18.2 For Cause by Landlord: In the event Tenant fails to observe and perform any covenant, condition or obligation created by this Lease, Landlord shall provide written notice to Tenant requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Landlord may either:

18.2.1: Immediately cancel or forfeit this Lease without additional written notice; or,

18.2.2: Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.

18.3 Termination Due to Lack of Funds or Change in Law: Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may terminate this Agreement without penalty by giving sixty (60) days written notice to Landlord in the event of any of the following contingencies:

18.3.1: If there is a reduction, at any time, of 10% or more of the funds anticipated for the continued fulfillment of this Lease either through the failure of the United States Congress or the President to appropriate funds.

18.3.2: In the event that an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Tenant agrees to re-enter an Agreement with the terminated Landlord under the same provisions, terms and conditions

as the original lease.

18.3.3: In the event of termination of the Agreement due to non-appropriation, the exclusive, sole and complete remedy of the Landlord shall be to recover and possess the property subject to this Agreement. In the event of termination of this lease due to non- appropriation, Tenant shall have no further liability.

SECTION 19. MISCELLANEOUS:

19.1 Amendments: This Lease may be amended in writing from time to time by mutual consent of the parties. All amendments to this Lease must be fully executed by both parties.

19.2 Third Party Beneficiaries: There are no third party beneficiaries to this Lease. This Lease is intended only to benefit Tenant and Landlord.

19.3 Choice of Law and Forum: The terms and provisions of this Lease shall be construed in accordance with Federal law and the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Lease shall be brought in Des Moines, Iowa, in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum.

19.4 Assignment and Delegation: This Lease may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

19.5 Integration: This Lease represents the entire Lease between the parties and neither party is relying on any representation which may have been made which is not included in this Lease.

19.6 Headings or Captions: The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

19.7 Not a Joint Venture: Nothing in this Lease shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto.

19.8 Obligations Beyond Agreement Term: This Lease shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Lease. All obligations of Tenant and Landlord incurred or existing under this Lease as of the date of expiration, termination or cancellation will survive the termination or conclusion of this Lease.

19.9 Use of Third Parties: Tenant acknowledges that Landlord may contract with third parties for the performance of any of Landlord's obligations under this Lease provided that Landlord remains responsible for such performance. Upon request by Tenant, Landlord shall periodically provide a list of all third party providers it uses for the substantial performance of any of Landlord's obligations under this Lease.

19.10 Approvals: Whenever under this Lease, provision is made for either party to obtain the written consent or approval of the other party, such response shall not be unreasonably withheld or delayed.

19.11 Severability: If any provision of this Lease is held to be invalid or unenforceable the remainder shall be valid and enforceable.

19.12 Notices: Notices under this Lease shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Lease shall be the date of delivery of such notice with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to Landlord: City Of Ottumwa
 City Hall
 105 East Third Street
 Ottumwa, IA 52501

If to Tenant: _____

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

19.13 Cumulative Rights: The various rights, powers, options, elections and remedies of either party, provided in this Lease shall be construed as cumulative and no one of them is exclusive of the other or exclusive of any rights, remedies or priorities allowed either party by law, and shall no way affect or impair the right to either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied or unsatisfied.

SECTION 20. SIGNATURES:

LANDLORD:
City of Ottumwa

Signed By: Tom X. Lazio Date: 3-16-2021

Printed Name: Tom X. Lazio

Title: Mayer

TENANT:

Signed By: Mariannette Miller-Meeks Date: 5/19/21

Printed Name: Mariannette Miller-Meeks

Title: Member of Congress

District Office Lease Attachment

(Page 5 of 5 - 117th Congress)

- 25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
- 26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
- 27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
- 28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
- 29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Tom X. Lizzie Mayer
Print Name of Lessor/Landlord

Mariamette Miller-Meeks
Print Name of Lessee

By: Tom X. Lizzie
Lessor Signature

Mariamette Miller-Meeks
Lessee Signature

Name:
Title: Mayor

5-18-21
Date

5/19/21
Date

From the Member's Office, who is the point of contact for questions?
Name Trace Gibler Phone (202) 225-6376 Email Trace.Gibler @mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed Cecilia Daly Date May 19, 2021
(Administrative Counsel)



If to Tenant: _____

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

19.13 Cumulative Rights: The various rights, powers, options, elections and remedies of either party, provided in this Lease shall be construed as cumulative and no one of them is exclusive of the other or exclusive of any rights, remedies or priorities allowed either party by law, and shall no way affect or impair the right to either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied or unsatisfied.

SECTION 20. SIGNATURES:

LANDLORD:
City of Ottumwa

Signed By: Tom X Lazio Date: 3-10-2021

Printed Name: Tom X Lazio

Title: Mayer

TENANT:

Signed By: _____ Date: _____

Printed Name: _____

Title: _____

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 16, 2021

Engineering Department
Department

Alicia Bankson
Prepared By
Harry Seal
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Informational update on IDOT cost share for work on Hwy 149 300' North of Woodland.

****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.****

PURPOSE: Provide an update for all City Council members on an Iowa DOT project.

DISCUSSION: The IDOT has programmed an overlay project on Highway 149 starting just north of Woodland Avenue to the north of the Highway 63 four-lane by-pass.

IDOT has estimated cost to include adjusting the returns as part of their project at \$89,000. This project is scheduled for December 2021 with letting and construction to start in 2022.

This would require the City of Ottumwa to enter into a construction agreement at a later date.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

County: Wapello
City: Ottumwa
Project #: STP-149-1(90)—2C-90
HSIPX-149-1(91)—3L-90
Agreement#: 2021-6-092
Staff Action:

March 18, 2021

Mayor Tom Lazio City of
Ottumwa 105 E. Third St.
Ottumwa, Iowa 52501

cc: Larry Seals,
Director of Public Works

Dear Mr. Lazio,

Enclosed is a copy of the improvements to IA 149 within Wapello County that is currently being planned as a FY 2022 project. The DOT will bear all costs except those allotted to the construction under other terms of this Agreement.

Please review the Agreement and, if you agree, present it at the next city council meeting for consideration and approval. If you have the capability to scan at a high quality, you may email it back to my secretary. If not, please mail the signed copy back to our office at the address below. An approved, original signature copy of this agreement will be emailed back to you for your records.

If you have any questions, please give us a call.

Sincerely,

Bob Younie, P.E.

Bob Younie, P.E.
Interim District 5 Engineer

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$ 89,000, as shown in Exhibit B. The amount paid by the LPA upon completion of construction and proper billing by the DOT will be determined by the actual quantities in place and the accepted bid at the contract letting.
- b. The DOT will bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

- a. Iowa 149 through-traffic will be maintained during the construction.
- b. If it becomes necessary to temporarily close LPA side roads during construction, the DOT will furnish and install the required barricades and signing for the closure at project cost and shall remove same upon completion of the project also at no expense or obligation to the LPA. The DOT will work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours which may be necessary for project related LPA road closures will be the responsibility of the LPA all at no expense or obligation to the DOT.
- c. If this project causes the temporary closure of a road during construction, the DOT shall meet with the LPA to determine whether said closure(s) will cause increased traffic on other LPA roads. The DOT and the LPA shall determine a plan, and the costs thereof, for the LPA to perform dust control on said LPA roads with increased traffic, should dust control become necessary. In that event, the LPA shall inform the DOT prior to performing said dust control. The DOT shall reimburse the LPA for the cost of said dust control measures following the receipt of a bill for the agreed upon costs (see Iowa Code section 313.4 subsection 1.b.).

4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2) will remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA will also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT will be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work will be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

5. Construction & Maintenance

- a. The LPA, in cooperation with the DOT, will take whatever steps may be required with respect to alteration of the grade lines of the new highway facilities constructed under the project in accordance with Iowa Code section 364.15. The DOT and LPA will work together to minimize potential impacts to properties that may occur as a result of the project.
- b. Upon completion of the project, no changes in the physical features thereof will be undertaken or permitted without the prior written approval of the DOT.
- c. Future maintenance of the primary highway within the project area will be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both parties that no third party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- f. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

July 2014

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2021-6-092 as of the date shown opposite its signature below.

CITY OF OTTUMWA:

By: _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of
the City was duly authorized to execute the same on the ____ day of _____, 20____.

Signed: _____
City Clerk of Ottumwa, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Bob Younie
Interim District Engineer
District 5

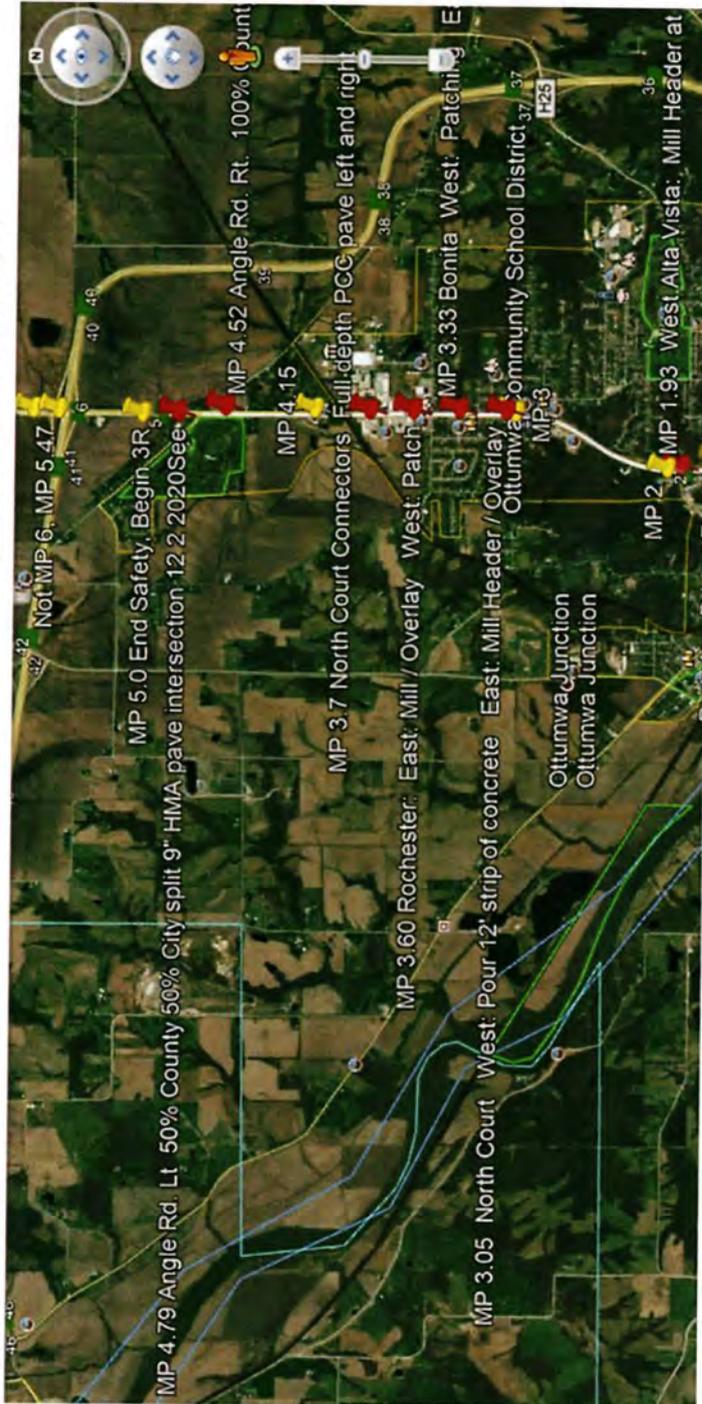
Location Map

EXHIBIT A-1

City of Ottumwa side street LOCATION MAP

12-17-2020

FY '22 3R Proj. STP-149-1(90)--2C-90 and HSI PX-149-1(91)--2C-90 PIN 21-90-149-010
 la Hwy 149 300 ft. North of Woodland to 1.1 mi. north of Iowa 163
 Patching and Hot Mix Asphalt Resurfacing Locations



pw:\ntPwInt1.dot.int.lan:PWMain\Documents\Projects\9014901021\DistrictDesign\DOCS\City or County Participation\City of Ottumwa\Estimate\la 149 (90) - side road paving City Ottumwa - 12-17-20.xls

Side street PCC patching and HMA overlay locations

EXHIBIT A-2

City of Ottumwa side street locations, limits of construction 12-17-2020
 FY '22 3R Proj. STP-149-1(90)-2C-90 and HSIPX-149-1(91)-2C-90 PIN 21-90-149-010
 1a. Hwy 149 300 ft North of Woodland to 1.1 mi. north of Iowa 163
 Patching and Hot Mix Asphalt Resurfacing Locations



PCC Patching
 6 ft x 6 ft = 4 SY
 .5 X 12 x 15 = 10 SY

Provide Positive
 Drainage

HMA mill and overlay
 approx. 75 ft long x 65 ft
 wide



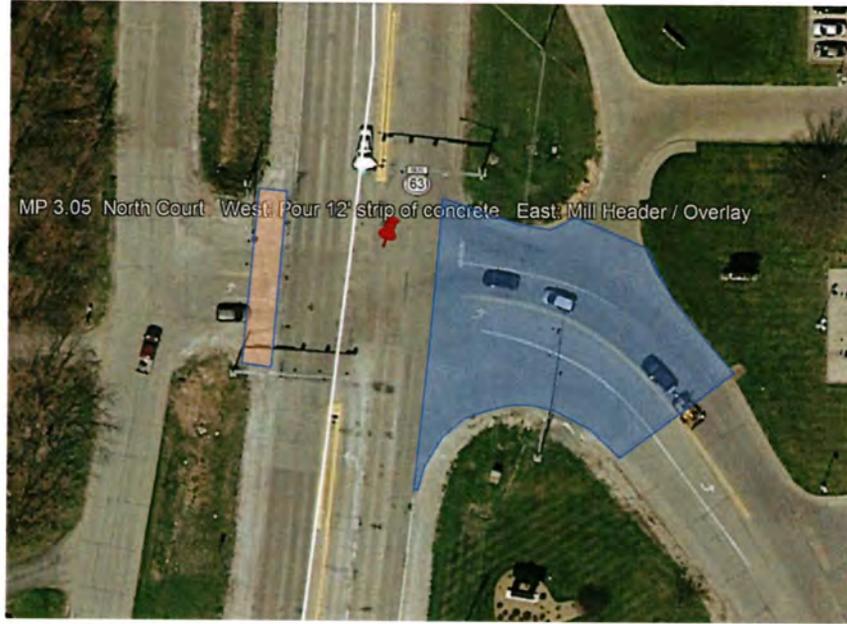
West:
 Approx. area PCC patching
 37 ft wide x 30 ft. long = 125 SY

East:
 Approx. areas PCC patching
 vary wide (say 10 ft) x 35 long = 40 SY
 5 ft wide x 10 ft long = 6 SY
 vary wide (say 10 ft) x 30 long = 35 SY

Side street PCC patching and HMA overlay locations cont'd

EXHIBIT A-3

City of Ottumwa side street locations, limits of construction 12-17-2020
 FY '22 3R Proj. STP-149-1(90)--2C-90 and HSIPX-149-1(91)--2C-90 PIN 21-90-149-010
 Ia. Hwy 149 300 ft. North of Woodland to 1.1 mi. north of Iowa 163
 Patching and Hot Mix Asphalt Resurfacing Locations



PCC patch
 12' long x 60 ft wide = 80 SY

HMA overlay, Mill runout joints
 242' long x 78' wide



HMA mill and overlay
 44 ft wide x 35 ft long

Iowa 149 general concept: mill 2", 1" HMA Interlayer, plus 1.5" thick HMA. Net increase +0.5" higher profile. (north of RR bridges an additional 1.5" HMA NB and 1.5" SB north of Angle Rd.

Side Road Connections: Estimated Construction Costs by Iowa DOT
IA Highway 149: From N of Woodland (MP 1.31) to 1.1 miles north of US 63 (MP 6.6)
 Project: NHSX-005-1(79)--3H-04 PIN 20-04-005-010
 Construction Letting: Dec 20, 2021 (FY 2022)
 12-17-2020 City of Ottumwa, Paved Side Street Paving

LOCATION	ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE \$	\$ AMOUNT
(5) State Participatory intersections:						
MP 1.93 West Alta Vista, Lt.		Mill header at existing HMA, Hot Mix overlay, 44 ft wide x 35 ft long	Sq Ft	1540		
MP 3.05 North Court West		East side, mill Header / overlay, 78 ft wide x 242 ft long	Sq Ft	18876		
MP 3.05 North Court West		PCC Patching Pour 12 ft strip of concrete 60 ft wide x 12 long	SY	80		
MP 3.33 Bonita, West side		PCC Patching, 37 ft wide x 30' long	SY	123		
MP 3.33 Bonita, East side		PCC Patching 3 patches: 10' x 35' + 5 x 10' + 10 x 30'	SY	78		
MP 3.60 Rochester West		PCC Patching 2 patches: (6' x 6) + (0.5 x 12 x 15)	SY	14		
MP 3.60 North Court East		East side, mill Header / overlay, 65 ft wide x 75 ft long	Sq Ft	4875		
MP 3.7 North Court Connectors		PCC Patching, size unknown				\$5,000 to \$250,000 See Feb. 18, 2018 TEAP Study
MP 4.79 Angle Road, West		HMA paving of intersection, split with County				\$5,500 50% County 50% City split 9" HMA pave intersection 12.2.2020 email
		Subtotal, sf		25291		
		Subtotal, SY		295		
		Full depth PCC Patching, Finish Per SY and Per Each Count, combined	SY	295	\$160.00	\$47,218
	2214-5145150	2" Pavement Scarification	SY	2810	\$4.64	\$13,039
	2303-1033500	2.5" Standard Hot Mix Asphalt Mix	Ton	232.36	\$30.45	\$7,075
	2303-1258283	Asphalt Binder, High Traffic PG 58-28H	Ton	18.59	\$409.50	\$7,612
	2527-9263109	Painted Pavmnt Marking, Waterborne (24" Stop Bar, 20 LF) 1.2 Sta each, 7 locations	Sta	8.40	\$10.00	\$84
	2528-8445112	Flagger	Day	9	\$495.00	\$4,455
		Subtotal				\$79,483
		5% Contingency				\$3,974
		Total:				\$83,457
						\$5,500 \$5,500 50% County 50% City split 9" HMA pave intersection 12.2.2020 email
						\$88,957
		(rounded to nearest \$100) TOTAL				\$89,000

EXHIBIT B

- Note 1: A draft Iowa DOT / City of Ottumwa Preconstruction agreement potentially will be prepared, by the Iowa DOT based upon an agreed amount of const. work.
- Note 2: Contract. Bid Unit Prices are used from an Iowa 5 Concept Nov.14th, 2019 and a March 17, 2020 letting on a separate Ia 14 (51) project, Monroe Co. The Actual costs will ultimately be based on the (90) (91) actual quantities used and the extra contract unit price.
- Note 3: Larry Seals, City of Ottumwa, Director of Public Works Tel. 641-684-2180 E-mail address: seals@ottumwa.us 550 Gateway Dr. Ottumwa, Ia 52501
- Note 4: Dec 11, 2020 the City indicated an interest in pursuing improvements at West Alta Vista, North Court, Bonita, Rochester and Entrance to TSC / Early May (North Court Connectors)
- Note 5: The streets may be able to be paved 1/2 at a time, but a temporary closure could be helpful to improve the quality. Temporary Gravel road detours may need to be provided per RS-26A, situation 3 or 6.
- Note 6: See Location Map on included worksheet tab.
- Note 7: The estimate was prepared by the Iowa DOT, District 5 Design Office in Fairfield
- Note 8: \$ 89,000 estimate HMA Pavement was sent to City on Dec. 17, 2020. This is pending discussions of U-STEP funding at the North Court Connectors
- Note 9: A prior TEAP Study was done on Feb. 24th, 2018. This estimate does not include costs for that potential construction work, at this time.

pw:\nt\p\nt\dot int lan:P\WMain\Documents\Projects\9014901021\District\Design\DOCS\City or County Participation\City of Ottumwa\Estimate\Ia 149 (90) - side road paving City Ottumwa - 12-17-20.xls

EXHIBIT B

Side Road Connection: Estimated Construction Costs for Wapello County (Div. 2)
IA Highway 149: From north of Woodland (MP 1.31) to 1.1 mile N of US 63 (MP 6.6)
Project: STP-149-1(90)-2C-90 HSPX-149-1(91)-3L-90 PN 21-90-149-010

Construction Bidding: Dec. 2021 (FY 2022)
 12-2-20: Wapello Co. Gravel and Paved Side Intersection HMA overlay

LOCATION	ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE \$	\$ AMOUNT
(4) Participatory Intersections: Angle Road Rt. MP 4.52, 50/50 Angle Road Lt. MP 4.79, Highland Center Road Lt. 90 R long, and Rt. 50 R long MP 6.0						
See 7140 Mod. typical plan view for estimated quantities: varied length x 9 inch thick						
	2102-2710000	Excavation, Class 13, Waste (78 unit price)	Cu. Yd.	41.20	\$45.00	\$1,854
	2122-5000000	Paved Shoulder, Hot Mix Asphalt Mixture, 9" (78 unit price)	SY	1,205.90	\$47.00	\$56,661
	2214-5145150	Pavement Scarification, paving notch at paved file in	SY	80.00	\$4.04	\$323
	2527-9200100	Painted Pavement Marking, Waterborne (24" Stop Bar, 15 (F) 6 lbs each	Sls	240	\$10.00	\$2,400
	2528-9445112	Flagger	Day	4	\$462.00	\$1,848
					Subtotal	\$60,782
					5% Contingency	\$3,039
					Total	\$63,821
					(rounded up to nearest \$100) TOTAL	\$63,900
					Less 50% City portion for Angle Road Lt.	\$31,950
						\$31,950
					Non-Farm to Market Subtotal =	\$31,950
					F-M Subtotal =	\$0

See Tab 7140 (82) Quantities for locations, dimensions, radii, and quantities
 Division 2: Wapello County
 4 Non-Farm to Market (F-M) roads
 From table below
 Division 2: Wapello County
 4 Non-Farm to Market (F-M) roads
 0 Farm to Market roads

LOCATION	ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE \$	\$ AMOUNT
City portion Participatory Intersection: 50/50 Angle Road Lt. MP 4.79						
See 7140 Mod. typical plan view for estimated quantities: varied length x 9 inch thick						
	2102-2710000	Excavation, Class 13, Waste (78 unit price)	Cu. Yd.	0.00	\$45.00	\$0
	2122-5000000	Paved Shoulder, Hot Mix Asphalt Mixture, 9" (78 unit price)	SY	104.82	\$47.00	\$4,926
	2214-5145150	Pavement Scarification, paving notch at paved file in	SY	13.33	\$4.04	\$54
	2527-9200100	Painted Pavement Marking, Waterborne (24" Stop Bar, 15 (F) 6 lbs each	Sls	0.30	\$10.00	\$3
	2528-9445112	Flagger	Day	0.5	\$462.00	\$231
					Subtotal	\$5,222
					5% Contingency	\$261
					50% City Subtotal	\$2,663
					(rounded up to nearest \$100) TOTAL	\$2,763
					Non-Farm to Market Subtotal =	\$0
					F-M Subtotal =	\$0

Division 2: City of Ottumwa portion

ppw:\ntPw\nt1.dot.int.lan\PWMain\Documents\Projects\9014901021\DistrictDesign\DOCS\City or County Participation\Wapello Co\149 (90) - side road Cost Est. for Wapello Co. - 12-02-20.xlsx

- Note 1: A draft Iowa DOT / County agreement potentially will be prepared, by the Iowa DOT, based upon an agreed amount of const. work.
- Note 2: Contract, Bid Unit Prices are used from a Jan 20, 2018 bidding on a separate IA 22 (78) project, Muscatine Co. The Actual costs will ultimately be based on the (90) actual quantities used and the extra contract unit price.
- Note 3: County Engr. Jeff Skalberg, P.E. Tel. 641-694-5425. E-mail address: jskalberg@wapellocounty.org. 536 MI Street Ottumwa, IA 5250
- Note 4: In November the County indicated an interest in pursuing 4 side roads (1 exist, gravel) to be paved at the intersections - at County cost. Costs were requested for 50 ft, except 90 ft at Highland Center Rt Lt.
- Note 5: Pavement thickness determination per Ben Bahnam 5/20/2005 - Generally the minimum HMA thickness the DOT uses is 8 inches. Since these are low volume roads, and we do not have traffic information for them, I assume that 8 inches of HMA is sufficient. No granular pavement support layer is proposed. Recent paved shoulders at guard rails are placed 9" thick.
- Note 6: The Iowa DOT shoulders along mainline are typically planned to be 6 inches thick (82) project, except at guard rails the thickness would be 9" (82) project.
- Note 7: Temporary Gravel road detours may need to be provided per RS-26A, situation 3 or 6.
- Note 8: The mainline pavement has 2" milling, +1" primer HMA, +3 inches HMA = net +2 inches elev. Change. Therefore, existing paved side roads would be 2" of HMA overlay and a milled vertical paving notch for a flush 5e-in.
- Note 9: See Location Map on included worksheet tab.
- Note 10: The estimate was prepared by the Iowa DOT, District 5 Design Office in Fairfield.
- Note 11: \$58,900 estimate was sent to County on Dec. 2, 2020.

ppw:\ntPw\nt1.dot.int.lan\PWMain\Documents\Projects\9014901021\DistrictDesign\DOCS\City or County Participation\City of Ottumwa\Estimate\149 (90) - side road paving City Ottumwa - 12-17-20.xls

pw:\ntPw\nt1.dot.int.lan\PWMain\Documents\Projects\9014901021\DistrictDesign\DOCS\City or County Participation\City of Ottumwa\Estimate\149 (90) - side street Est to Ottumwa 12 17 2020.docx

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 16, 2021

Jody Gates

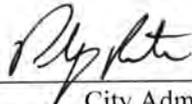
Prepared By

Kevin C Flanagan 

Department Head

Health & Inspections

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 48 - 2021, a resolution accepting the offer and approving the sale of City owned property described as the South 75 feet of Lots 10, 11 and 12 in Block 2 in Manning's Second Addition to the City of Ottumwa, Wapello County, Iowa to Paula Paulos for \$500.00 and authorizing signing of the development agreement



****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. 48 - 2021

DISCUSSION: Paula Paulos offered the City \$500.00 for a vacant lot located at 210 S. Van Buren and upon which she intends to construct a new dwelling. Ms. Paulos will sign a development agreement stipulating that a new dwelling will be constructed within 3 years or the City may request the return of the property. The lot will be transferred by quit claim deed and all costs of conveyance will be paid by the buyer.

Source of Funds: 151-3-342

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 48 - 2021

A RESOLUTION ACCEPTING THE OFFER AND APPROVING THE SALE OF CITY OWNED PROPERTY DESCRIBED AS THE SOUTH 75 FEET OF LOTS 10, 11 AND 12 IN BLOCK 2 IN MANNING'S SECOND ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA TO AND AUTHORIZING SIGNING OF THE DEVELOPMENT AGREEMENT

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

WHEREAS, pursuant to Resolution No. 47 - 2021 approved, passed and adopted March 2, 2021 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property; and

WHEREAS, Paula Paulos offered the City \$500.00 for the lot upon which to build a new dwelling; and

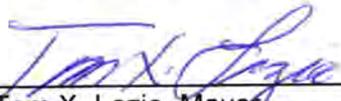
WHEREAS, a development agreement will be signed requiring a new dwelling be built within 3 years or the City will request the return of the property; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the offer received from Paula Paulos, in the amount of \$500.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property and authorizing signing of the development agreement between the City and Paula Paulos.

PASSED AND ADOPTED this 16th day of March 2021.

City of Ottumwa, Iowa



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



[CITY OF]
O T T U M W A

Petition 50762020

Revised 5-31-2018

PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

Vacant Lot Are you a not for profit? No
 Do you own property next to the lot? _____
 Building Has the City owned the property for more than 5 years? N/A don't know
 Are you a not for profit that builds housing? No 7/9/19
 Are you an Ottumwa School District? Yes

Address or legal description of the property 210 S. Van Buren Demo *5,999
112419

Buyers Name, address and phone number Paula Paulos 145 S.
Van Buren Ave. Ottumwa, Ia. 52501

Dollar amount of the offer \$500

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? House

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

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

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

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

*Would like to purchase 204 S. Van Buren also
 but it has a \$9,000 + nuisance fee.
 please contact if this can be avoided. Demo 4/30/19
 Paula Paulos 641-799-0584 *17,200*



Petition No.: 5076-2020

Petitioner Information:

Name: Paula Paulos

Address: 145 S. Van Buren Ave., Ottumwa, IA 52501

Phone Number: (641) 799-0586 Petition contains the required number of signatures.

Summary of Petition:

Purchase 210 S. Van Buren for \$500 for a house. Would also be interested in 204 S. Van Buren Ave. if the \$9,000 + nuisance fee is waived, please call to discuss.

1. Engineering Department Approve Deny _____

Comments:

Date

Dept. Initials
Required

2. Plan/Zoning/Dev. Department Approve Deny _____

Comments:

Date

Dept. Initials
Required

3. Health Department Approve Deny _____

Comments:

Date

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**



**DEVELOPMENT AGREEMENT BETWEEN
CITY OF OTTUMWA
AND
PAULA PAULOS**

This Agreement is made at Ottumwa, Iowa, on this 16th day of March 2021, by and between the City of Ottumwa, Iowa, hereinafter called the “City” and Paula Paulos, hereinafter called “the Developer”.

RECITALS:

WHEREAS, the City owns real property situated in the City of Ottumwa, Wapello County, State of Iowa, legally described and locally known as the South 75 feet of Lots 10, 11 and 12 in Block 2 in Manning’s Second Addition to the City of Ottumwa, Wapello County, Iowa. The property on the above lot is vacant and it is the intention of the City to sell this property to the Developer in order that a new dwelling be constructed on the lot. The City received an offer from the Developer for the above described lot.

WHEREAS, the Developer desires to acquire said real property for the purpose of constructing a new dwelling and the City wishes to transfer ownership of the above described property to the Developer for the purpose of development, the Developer agrees to sign this Development Agreement with the City.

NOW, THEREFORE, in consideration of the terms, covenants, warranties and conditions hereinafter set forth, the parties hereto, intending to be legally bound hereby, mutually agree as follows:

CONVEYANCE OF THE CITY’S REAL PROPERTY

Subject to the terms and conditions of this Agreement, the City shall convey, transfer, assign and deliver to the Developer on the closing date, under such terms as hereinafter defined and as set out in this Agreement executed between the City and the Developer and which is incorporated herein.

REDEVELOPMENT CONDITIONS

As consideration for the transaction contemplated by this Agreement and other good and valuable consideration, the Developer agrees to the following redevelopment conditions.

1. Subject to all terms and conditions of this Agreement, the City will sell by Quit Claim Deed the above-described real estate to the Developer for the sum and amount of \$500.00 and other good and valuable consideration. **Said real estate is being sold in its "AS IS" condition, with the City making no title guarantees and no warranties as to the condition of said property.** The Developer will pay all costs of transfer, including abstracting and title opinion, if the Developer deems it necessary.

2. The Developer will accept the abovementioned property in its "AS IS" condition, except as stated above, and will keep the property free of all nuisances upon the date of transfer.

Section 1. Obligations of the Developer

1. The Developer shall construct a new dwelling within three (3) years from the date of the transfer of the real estate to the Developer. If more time is needed, the Developer must make arrangements with the City to extend this Agreement only for good cause and approved by the City in writing.

2. The Developer will redevelop the property for uses permitted under the City of Ottumwa Zoning regulations, in this case R-4, but in no event shall the Developer lease to tenants or sell to prospective buyers who would require a conditional use permit under said City Zoning Code. The Developer shall develop the property meeting all City zoning and building permit requirements and any and all applicable state and local laws and regulations.

3. The Developer will not, prior to the completion of this development project sell, assign, convey, lease or transfer in any other form of, or with respect to, this Agreement or the property, or contract or agree to any of the same without prior written approval of the City. All legal documents involved in effecting the transfer shall be submitted to the City for review.

4. Any financial liability resulting from the sale of the real estate by the City to the Developer will be the sole responsibility of the Developer, who shall provide property damage and liability insurance on said property. The Developer shall hold harmless the City from any liability associated with the redevelopment project.

5. The following conditions apply to the Developer and also in the event the real estate is sold before complete redevelopment, the purchaser (hereinafter referred to as "Purchaser") shall be required to sign a Development Agreement with the City that will encompass the following requirements:

(a) The Developer or Purchaser will submit a site plan containing the information listed in Exhibit A. The Developer or Purchaser will redevelop the property in accordance with this Proposal/Development Agreement. The Developer or Purchaser will submit plans and specifications to the Ottumwa Health, Inspections and Planning Departments to review for conformity with the Proposal for Development, all applicable state and local laws and regulations.

(b) Development shall be completed within three (3) years of the real estate transaction closing date with the City.

(c) If the subsequent Purchaser desires to make any change in the Development Agreement, the Purchaser shall submit the proposed changes to the City for approval. Additional development not described in this agreement may be permitted by amending the Development Agreement. Amendments to the Development Agreement are subject to the approval by the Ottumwa City Council.

(d) The Purchaser will not, prior to the completion of the improvements in the Proposal for Development, sell, assign, convey, lease or transfer in any other form of, or with respect to, this Agreement of the property, or contract or agree to do any of the same without prior written approval of the City. All legal documents involved in effecting the transfer shall be submitted to the City for review. A certificate of completion of the construction of the improvements, in accordance with this Agreement, will be issued by the Planning Department.

(e) Prior to the completion of the improvements, the Developer or Purchaser shall not encumber any mortgage, encumbrance, or lien on the property except for the purpose of obtaining necessary funds for the improvements. In the event the Developer or Purchaser does not complete the improvements and redevelopment conditions set forth in this Agreement, and such failure continues for a period of sixty (60) days after the holder has been notified of the default, the purchase cost of the parcel will be refunded to the Developer and the City shall have the right to take possession of the property, terminating the estate conveyed by the deed to the Developer or Purchaser. The deed shall contain a condition subsequent to the effect that in the event of any default, failure, violation, or other action or inaction by Developer or Purchaser, the City at its option, may declare a termination of the estate conveyed and take title and possession. If the Developer or Purchaser undertakes construction or completion of the improvements and does not finish such construction within the period as agreed, the City shall have the option of paying the costs of any improvements made by the Developer or Purchaser and the amount of the mortgage debt and securing an assignment of the mortgage and the debt secured.

(f) Developer or Purchaser shall provide evidence of compliance of the above to the City.

6. This property shall be subject to real estate taxes. The Developer or Purchaser shall keep all tax liabilities current.

7. Except as otherwise expressly provided herein, the Developer and any prospective Purchaser agrees to accept the City Real Property on an "AS IS" basis, except as stated above. Except as otherwise expressly and explicitly provide herein, with respect to the Real City Property, the City disclaims any and all warranties, express or implied, regarding said property and makes no warranty of merchantability or fitness of said property for any particular purpose, express or implied.

Section 2. Representations and Warranties of Southeast Iowa Dream Center "The Developer"

The Developer makes the following representations and warranties as of the date of this Agreement.

1. Authority. The Developer has the power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding agreement of the Developer, enforceable in accordance with its terms.

2. Compliance. The Developer will cause the Project to comply in all material respects and in accordance with the terms of this Agreement, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

3. Other Agreements. To the knowledge of the Developer the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not, in any material respect prevented by, limited by, in conflict with, and will not result in a breach of the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

Section 3. Representations and Warranties of the City of Ottumwa

The City makes the following representations and warranties as of the date of this Agreement:

1. Authority. The City is an Iowa municipal corporation and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and is not in violation of any governing laws, regulations or ordinances. This Agreement constitutes the valid and legally binding agreement of the City, enforceable in accordance with its terms.

2. Other Agreements. To the knowledge of the City, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not, in any material respect, prevented by, limited by, in conflict with, and will not result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

Section 4. Further Agreements

1. Except as otherwise specifically provided herein, the parties hereto shall pay their own expense, including attorneys' fees, incident to the preparation and performance of this Agreement, whether or not the transaction contemplated herein is consummated.

2. Each party hereby agrees to indemnify and save the other harmless from and against any claim, settlement, cost or demand for commission or other compensation by any broker, finder, financial consultant or similar agent claiming to have been employed by or on behalf of such party and to bear the cost of legal expenses incurred in defending any such claim.

3. Any notice required or permitted under this Agreement shall be deemed given on the date personal delivered or sent by certified mail, or by overnight delivery, addressed as follows or to any other address as shall be furnished in writing by any addressee:

If to Buyer's Address: 145 S. Van Buren Avenue
Ottumwa, Iowa 52501

If to the City: City Clerk
Ottumwa City Hall
105 East Third
Ottumwa, Iowa 52501

4. The Developer and any subsequent Purchaser hereby agrees to hold the City harmless from any, and all, liability incurred as a result of developer's project on the above-described parcel. This hold harmless provision applies to any and all unknown hazardous or toxic waste clean-up and all other activities.

5. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Iowa.

6. This Agreement to be executed pursuant hereto may be amended, superseded, canceled, renewed or extended, and their terms or covenants hereof may be waived only by a written instrument executed by the parties hereto or in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require

performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. The parties reserve the right by mutual consent to amend, modify, supersede, and cancel this Agreement, or waive the terms of conditions hereof, without the consent of any other person (natural or otherwise).

8. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No party shall assign this Agreement without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld.

9. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision hereof.

IN WITNESS WHEREOF, the City of Ottumwa, Iowa has caused this Agreement to be duly executed in its name and on its behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and has caused this Agreement to be duly executed in its name and on its behalf by the officers indicated below, on or as of the day first above written.

CITY OF OTTUMWA, IOWA
An Iowa Municipal Corporation

BUYER'S NAMES

By: 
Name: Tom X. Lazio
Title: Mayor

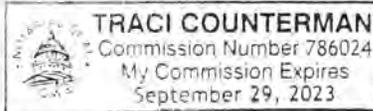
By: _____
Name: Paula Paulos
Title: Buyer

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

3/16 Minutes
City of Ottumwa PH-Disposal 210 S. VanBuren
hereto attached was published in said newspaper for 1 consecutive week's to-wit: 03/09/2021 Subscribed and sworn to before me, and in my presence, by the said 9th day of March, 2021



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 11.29

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING
TO WHOM IT MAY CONCERN:
Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, March 16, 2021 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as the South 75 feet of Lots 10, 11 and 12 in Block 2 in Manning's Second Addition to the City of Ottumwa, Wapello County, Iowa by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

PH-Disposal
210-S. VanBuren

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, March 16, 2021 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as the South 75 feet of Lots 10, 11 and 12 in Block 2 in Manning's to the City of Ottumwa, Wapello County, Iowa by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property.

FOR THE CITY OF OTTUMWA:

Christina Reinhard, City Clerk

Please publish on 9, 2021 and provide 2 proofs of publication.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 16, 2021

Planning & Development
Department

Jody Gates

Prepared By

Zach Simonson *ZS*

Department Head

Phil Rutz

City Administrator Approval

AGENDA TITLE: Resolution No. 50 - 2021, a resolution accepting the bid and approving the sale of 111 N. Clay to Scott Ridgway for the sum of \$5,000.00



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



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

RECOMMENDATION: Pass and adopt Resolution No. 50 - 2021

DISCUSSION: The City accepted bids on this property until 2:00 PM March 9, 2021. One bid was received from Scott Ridgway in the amount of \$5,000.00 and staff recommends accepting the bid. A copy of the bid is attached.

Source of Funds: 001-3-341-6499

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 50 - 2021

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 111 N. CLAY TO SCOTT RIDGWAY FOR THE SUM OF \$ 5,000.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as the Southwest 66 feet off the Southeast 54.25 feet of the Northeast 132 feet of Lot 10 in Hinsey and Hedrick's Addition to the City of Ottumwa, Iowa also known as 111 N. Clay; and

WHEREAS, pursuant to Resolution No. 21 - 2021 approved, passed and adopted February 16, 2021 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to the successful bidder; and

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

WHEREAS, the City received one bid; and

WHEREAS, Scott Ridgway submitted the bid in the amount of \$5,000.00; and

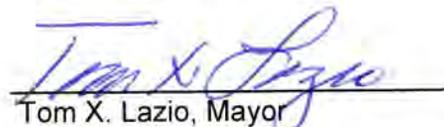
WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

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

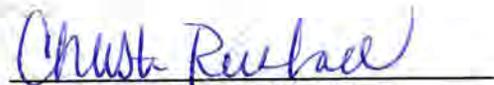
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Scott Ridgway, in the amount of \$5,000.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 16th day of March 2021.

City of Ottumwa, Iowa


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

**PURCHASE AGREEMENT BID FORM
FOR
111 N. CLAY, OTTUMWA, IOWA**

This proposal is for a City owned property located at **111 N. Clay, Ottumwa, Iowa** legally known as **the Southwest 66 feet off the Southeast 54.25 feet of the Northeast 132 feet of Lot 10 in Hinsey and Hedrick's Addition to the City of Ottumwa, Wapello County, Iowa (111 N. Clay)**. The property is located in an R-2 zoning district and must be used in that regard.

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

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

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

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

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

\$ 5000.00

TOTAL PURCHASE PRICE OFFERED FOR THIS PROPERTY

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

641-777-9901

NAME OF BIDDER (PRINTED)

SCOTT RIDGWAY

TELEPHONE NUMBER

429 W. 2ND ST

MAILING ADDRESS

2/5/2021

DATE

SIGNATURE

Ridgway@MedicCombb.net
EMAIL ADDRESS

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, March 16, 2021 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as the Southwest 66 feet off the Southeast 54.25 feet of the Northeast 132 feet of Lot 10 in Hinsey and Hedrick's Addition to the City of Ottumwa, Iowa also known as 111 N. Clay to the successful bidder by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property.

FOR THE CITY OF OTTUMWA:
Christina Reinhard, City Clerk

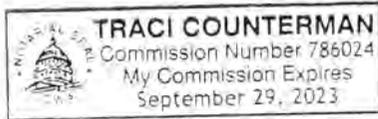
Please publish on March 9, 2021 and provide 2 proofs of publication.

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

3/16 minutes
City of Ottumwa PH- Disposal 111 N. Clay
hereto attached was published in said newspaper for 1 consecutive week's to-wit: 03/09/2021 Subscribed and sworn to before me, and in my presence, by the said 9th day of March, 2021



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 12.12

COPY OF ADVERTISEMENT

NOTICE OF PUBLIC HEARING
TO WHOM IT MAY CONCERN:
Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing Tuesday, March 16, 2021 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described as the Southwest 66 feet off the Southeast 54.25 feet of the Northeast 132 feet of Lot 10 in Hinsey and Hedrick's Addition to the City of Ottumwa, Iowa also known as 111 N. Clay to the successful bidder by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

PH- Disposal
111 N. Clay

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 16, 2021

Finance
Department

Kala Mulder
Prepared By
Kala Mulder *KM*
Department Head

Phil Rat
City Administrator Approval

AGENDA TITLE: Resolution No 55-2021 Adopting the Annual Budget for the Fiscal Year Ending June 30, 2022.

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:

- A. Open the public hearing.
- B. Presentation by City Staff & Receive comments, Call for written and oral objections.
- C. Close public hearing.
- D. Pass and adopt Resolution No. 55-2021

DISCUSSION:

A public hearing has been conducted for citizen comments prior to consideration of this resolution. If approved, the City will decrease the total tax levy rate to \$22.22 a reduction of almost 24 cents.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 55-2021

**A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR
ENDING JUNE 30, 2022.**

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

The annual budget for fiscal year ending June 30, 2022, as set forth in the Budget Summary Certificate and in the detailed budget in support thereof showing the revenue estimates and appropriation expenditures and allocations to functions and activities for said fiscal year is adopted, and the Director of Finance is directed to make the filings required by law and set up the books in accordance with the summary and details as adopted.

APPROVED, PASSED, AND ADOPTED this 16th day of March 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2021 - June 30, 2022

The City of: OTTUMWA

The City Council will conduct a public hearing on the proposed budget as follows:

Location: COUNCIL CHAMBERS 105 E THIRD ST OTTUMWA, IOWA Meeting Date: 3/16/2021 Meeting Time: 05:30 PM

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

The estimated Total tax levy rate per \$1000 valuation on regular property 22.22000

The estimated tax levy rate per \$1000 valuation on Agricultural land is 3.00369

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

Phone Number
(641) 683-0622

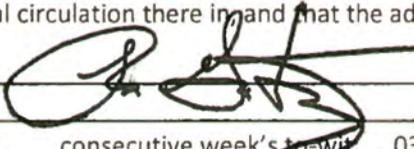
City Clerk/Finance Officer's NAME
Kala Mulder

		Budget FY 2022	Re-estimated FY 2021	Actual FY 2020
Revenues & Other Financing Sources				
Taxes Levied on Property	1	13,560,095	13,442,515	13,488,185
Less: Uncollected Property Taxes-Levy Year	2	10,000	10,000	0
Net Current Property Taxes	3	13,550,095	13,432,515	13,488,185
Delinquent Property Taxes	4	0	0	5,906
TIF Revenues	5	484,725	606,275	791,195
Other City Taxes	6	4,615,803	5,601,119	4,495,859
Licenses & Permits	7	329,164	350,266	343,312
Use of Money and Property	8	1,124,395	1,151,973	1,006,246
Intergovernmental	9	4,217,453	7,477,130	9,487,971
Charges for Fees & Service	10	18,476,740	17,919,345	16,879,032
Special Assessments	11	35,000	44,000	31,026
Miscellaneous	12	1,099,834	4,171,484	5,089,719
Other Financing Sources	13	0	9,163,021	10,686,743
Transfers In	14	13,187,095	18,836,085	14,499,923
Total Revenues and Other Sources	15	57,120,304	78,753,213	76,843,386
Expenditures & Other Financing Uses				
Public Safety	16	9,333,186	9,248,785	9,676,195
Public Works	17	8,294,224	7,632,731	7,075,887
Health and Social Services	18	806,094	687,287	821,892
Culture and Recreation	19	2,448,640	2,409,341	2,566,018
Community and Economic Development	20	335,671	444,503	756,343
General Government	21	1,821,541	3,111,127	2,854,602
Debt Service	22	3,812,387	3,769,551	4,172,595
Capital Projects	23	11,061,602	13,694,593	13,275,733
Total Government Activities Expenditures	24	37,913,345	40,997,918	41,199,265
Business Type / Enterprises	25	13,657,596	14,817,718	16,257,234
Total ALL Expenditures	26	51,570,941	55,815,636	57,456,499
Transfers Out	27	13,187,095	18,836,085	14,499,923
Total ALL Expenditures/Transfers Out	28	64,758,036	74,651,721	71,956,422
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-7,637,732	4,101,492	4,886,964
Beginning Fund Balance July 1	30	50,387,483	46,285,991	41,399,027
Ending Fund Balance June 30	31	42,749,751	50,387,483	46,285,991

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Proposed Budget
City of Ottumwa  hereto attached was published in said newspaper for 1 consecutive week's to-wit: 03/04/2021 Subscribed and sworn to before me, and in my presence, by the said 4th day of March, 2021





Notary Public

In and for Wapello County

Printer's fee \$ 125.44

Local Government Property Valuation System				
NOTICE OF PUBLIC HEARING – PROPOSED BUDGET				
Fiscal Year July 1, 2021 - June 30, 2022				
The City of: OTTUMWA				
The City Council will conduct a public hearing on the proposed budget as follows:				
Location: COUNCIL CHAMBERS 105 E THIRD ST OTTUMWA, IOWA Meeting Date: 3/16/2021 Meeting Time: 05:30 PM				
The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.				
The estimated Total tax levy rate per \$1000 valuation on regular property		22.22000		
The estimated tax levy rate per \$1000 valuation on Agricultural land is		3.00369		
At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.				
Phone Number (641) 683-0622		City Clerk/Finance Officer's NAME Kala Mulder		
		Budget FY 2022	Re-estimated FY 2021	Actual FY 2020
Revenues & Other Financing Sources				
Taxes Levied on Property	1	13,560,095	13,442,515	13,488,185
Less: Uncollected Property Taxes-Levy Year	2	10,000	10,000	0
Net Current Property Taxes	3	13,550,095	13,432,515	13,488,185
Delinquent Property Taxes	4	0	0	5,906
TIF Revenues	5	484,725	606,275	791,195
Other City Taxes	6	4,615,803	5,601,119	4,495,859
Licenses & Permits	7	329,164	350,266	343,312
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Special Assessments	11	35,000	44,000	31,026
Miscellaneous	12	1,099,834	4,171,484	5,089,719
Other Financing Sources	13	0	9,163,021	10,686,743
Transfers In	14	13,187,095	18,836,085	14,499,923
Total Revenues and Other Sources	15	57,120,304	78,753,213	76,843,386
Expenditures & Other Financing Uses				
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Public Works	17	8,294,224	7,632,731	7,075,887
Health and Social Services	18	806,094	687,287	821,892
Culture and Recreation	19	2,448,640	2,409,341	2,566,018
Community and Economic Development	20	335,671	444,503	756,343
General Government	21	1,821,541	3,111,127	2,854,602
Debt Service	22	3,812,387	3,769,551	4,172,595
Capital Projects	23	11,061,602	13,694,593	13,275,733
Total Government Activities Expenditures	24	37,913,345	40,997,918	41,199,265
Business Type / Enterprises	25	13,657,596	14,817,718	16,257,234
Total ALL Expenditures	26	51,570,941	55,815,636	57,456,499
Transfers Out	27	13,187,095	18,836,085	14,499,923
Total ALL Expenditures/Transfers Out	28	64,758,036	74,651,721	71,956,422
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-7,637,732	4,101,492	4,886,964
Beginning Fund Balance July 1	30	50,387,483	46,285,991	41,399,027
Ending Fund Balance June 30	31	42,749,751	50,387,483	46,285,991

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 16, 2021

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #58-2021. Approving the Plans, Specifications, Form of Contract and Estimated Cost for WPCF – Operations Reroofing Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #58-2021.

DISCUSSION: This project involves removing the existing roofing membrane system and designated mechanical equipment. New recovery board will be installed over existing insulation by mechanically fastening and installing 2-ply fire resistant SBS modified bitumen roofing system with a granule surfaced cap sheet. Approximately 4,000 SF. Roofing system will be eligible for a 20 year no-dollar-limit water tightness warranty. The existing roof was installed in 2005.

Bids will be received and opened by the City of Ottumwa on April 14, 2021. The bid report and bid award recommendation will be presented at the City Council meeting on April 20, 2021. Construction on this project is expected to commence on or about June 1, 2021 and shall be substantially complete on or before August 20, 2021.

Engineer's Opinion of Cost: \$85,000.00

Funding: WPCF Fund Balance

Source of Funds: WPCF Fund Balance

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #58-2021

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR WPCF – OPERATIONS REROOFING PROJECT

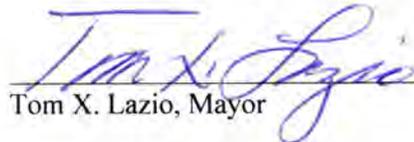
WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

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

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

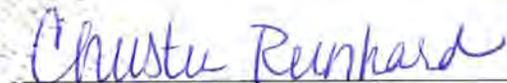
APPROVED, PASSED, AND ADOPTED, this 16th day of March, 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



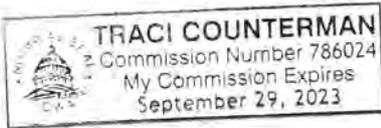
Christina Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

3/16 Minutes
City of Ottumwa PH - App PIs - WPCF Operation Renov.
said newspaper for 1 consecutive week's to wit: 03/02/2021 hereto attached was published in
presence, by the said 2nd day of March, 2021 Subscribed and sworn to before me, and in my



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 22.15

COPY OF ADVERTISEMENT

SECTION 00010 NOTICE OF PUBLIC HEARING

The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Water Pollution Control Facilities, Operations Roof Replacement, Ottumwa, Iowa" at 5:30 o'clock p.m. on the March 16, 2021, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and

equipment to construct the following: Remove existing roofing membrane system and designated mechanical equipment. Install recovery board by mechanically fastening and install 2-ply granule surface fire resistant SBS modified bitumen roofing system. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X. Lazio, Mayor ATTEST: Christina Reinhard, City Clerk

*PH - App PIs
WPCF Op. Renovation Project*

3/2/21

SECTION 00010
NOTICE OF PUBLIC HEAR-
ING

The City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Water Pollution Control Facilities, Operations Roof Replacement, Ottumwa, Iowa" at 5:30 o'clock p.m. on the March 16, 2021, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: Remove existing roofing membrane system and designated mechanical equipment. Install recovery board by mechanically fastening and install 2-ply granule surface fire resistant SBS modified bitumen roofing system. All work and materials are to be in strict compliance with the Plans and Specifications prepared by the City of Ottumwa Engineering Department which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Tom X, Lazio, Mayor ATTEST: Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

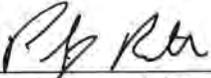
**** ACTION ITEM ****

Council Meeting of : Mar 16, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head





City Administrator Approval

AGENDA TITLE: Ordinance No. 3179-2021, an ordinance amending the Code of Ordinances by changing the zoning classification on property located at 1815 W Second from C-1 Neighborhood Commercial District to C-2 Community Commercial District.

Public hearing required if this box is checked.

RECOMMENDATION: Waive the first and second consideration of Ordinance No. 3179-2021 and pass and adopt Ordinance No. 3179-2021.

DISCUSSION: The applicant received site plan review for their expanded convenience storage operation at 1839 W Second at the February 1, 2021 Planning meeting. The new paved driveway for this project as well as the paved parking will be located on this lot. The lot is currently zoned C-1 Neighborhood Commercial while the lot with the storage buildings is zoned C-2 Community Commercial. Rezoning to C-2 will allow this property to serve the storage business.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

The Future Land Use Map designates the property as suitable for Industrial use. The proposed rezoning will be consistent with the future land use plan.

ORDINANCE NO. 3179-2021

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY LOCATED AT 1815 W SECOND FROM C-1 TO C-2 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

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

SECTION 1

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

A part of the North Half of the Southeast Quarter of Section 14, Township 72 North, Range 14 in Wapello County, Iowa, described as follows, to-wit: Beginning at the west corner of land herein described, which point bears and is distant from the center of said Section 14, as follows: East 407.88 feet to the center of West Second Street in Ottumwa, Iowa; thence S 41° E 312.2 feet to the South corner of Fairview Addition to said City; thence N 40° E 33 feet to the Northeast line of said street, thence S 41° E 264 feet to the said point of beginning; thence N 49° E 150 feet; thence Southeast on a line parallel with West Second Street 100 feet; thence Southwest 150 feet to a point on the northeast line of West Second Street 100 feet southeast of place of beginning; thence to place of beginning.

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

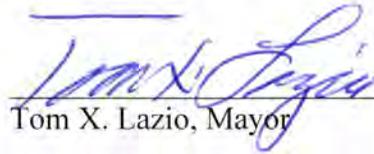
Passed on its first consideration on the 16 day of March, 2021.

Passed on its second consideration on the ___ day of Waived, 2021.

Requirement of consideration and vote at two prior council meetings suspended on the ___ day of _____, 2020.

Final passage and adoption on the 16 day of March, 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

___ No action taken by Mayor.

___ Vetoed this ___ day of _____, 2021.

Tom X. Lazio, Mayor

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

___ Veto affirmed this ___ day of _____, 2021 by failure of vote taken to repass.

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

ATTEST:


Chris Reinhard, City Clerk

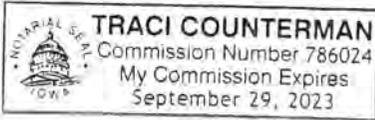


PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

Notice of Public Hearing
City of Ottumwa hereto attached
was published in said newspaper for 1 consecutive week's to wit: 02/18/2021 Subscribed and sworn to
before me, and in my presence, by the said 18th day of February, 2021



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 30.51

COPY STATEMENT

NOTICE OF PUBLIC HEARING

Notice of public hearing on proposed change in zoning classification on certain property located in the City of Ottumwa, Wapello County, Iowa. **TO WHOM IT MAY CONCERN:** Notice is hereby given that the Ottumwa Plan and Zoning Commission will hold a public hearing at 7:00 p.m. on Monday March 1, 2021 at City Hall in the City of Ottumwa, Iowa, in regard to a rezoning request for property located at 1815 W Second, City of Ottumwa. The Property is zoned C-1 Neighborhood Commercial District and is legally described as follows: A part of the North Half of the Southeast Quarter of Section 14, Township 72 North, Range 14 in Wapello County, Iowa, described as follows, to-wit: Beginning at the west corner of land herein described, which point bears and is distant from the center of said Section 14, as follows: East 407.88 feet to the center of West Second Street in Ottumwa, Iowa; thence S 41° E 312.2 feet to the South corner of Fairview Addition to said City; thence N 40° E 33 feet to the Northeast line of said street, thence S 41° E 264 feet to the said point of beginning; thence N 49° E 150 feet; thence Southeast on a line parallel with West Second Street 100 feet; thence Southwest 150 feet to a point on the northeast line of West Second Street 100 feet southeast of place of beginning; thence to place of beginning. The applicant requests a zoning change of the parcel from its present zoning of C-1 Neighborhood Commercial District to C-2 Community Commercial District. Said change will permit use of the property for a new paved drive and parking for an expanded convenience storage on the neighboring lot. All persons interested in the above proposed change in zoning are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the proposed change in zoning classification. Members of the public wishing to contribute to the public hearing may attend the meeting at City Hall, mail written remarks to Planning Department, 105 E Third St., Ottumwa, IA 52501, call 641-683-0606 or email remarks to simonsonz@ottumwa.us. FOR THE PLAN AND ZONING COMMISSION Don Krieger, Chairperson

PLEASE PUBLISH March 4, 2021

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ottumwa City Council will hold a public hearing at 5:30 p.m. on Tuesday March 16, 2021 at City Hall in the City of Ottumwa, Iowa, in regard to a rezoning request for property located at 1815 W Second, City of Ottumwa.

The Property is zoned C-1 Neighborhood Commercial District and is legally described as follows:

A part of the North Half of the Southeast Quarter of Section 14, Township 72 North, Range 14 in Wapello County, Iowa, described as follows, to-wit: Beginning at the west corner of land herein described, which point bears and is distant from the center of said Section 14, as follows: East 407.88 feet to the center of West Second Street in Ottumwa, Iowa; thence S 41° E 312.2 feet to the South corner of Fairview Addition to said City; thence N 40° E 33 feet to the Northeast line of said street, thence S 41° E 264 feet to the said point of beginning; thence N 49° E 150 feet; thence Southeast on a line parallel with West Second Street 100 feet; thence Southwest 150 feet to a point on the northeast line of West Second Street 100 feet southeast of place of beginning; thence to place of beginning.

The applicant requests a zoning change of the parcel from its present zoning of C-1 Neighborhood Commercial District to C-2 Community Commercial District. Said change will permit use of the property for a new paved drive and parking for an expanded convenience storage on the neighboring lot..

All persons interested in the above proposed change in zoning are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the proposed change in zoning classification.

FOR THE OTTUMWA CITY COUNCIL
Chris Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 16, 2021

Planning & Development
Department

Zach Simonson

Prepared By

Zach Simonson *ZS*

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Ordinance No. 3180-2021, an ordinance amending the Code of Ordinances by changing the zoning classification on property located at 420 Minneopa from R-1 Single-Family Residential District (Low Density) to R-4 Multifamily Residential District (Medium Density).

Public hearing required if this box is checked.

RECOMMENDATION: Waive the first and second consideration of Ordinance No. 3180-2021 and pass and adopt Ordinance No. 3180-2021.

DISCUSSION: The applicant is interested in purchasing the property at 420 Minneopa including the former church building on condition that it can be rezoned to permit up to 8 dwelling units for multiple-family use. The former church property is in a similar position to other former church properties throughout the city. It is too large for single-family residential use and there are very limited options for other uses that are harmonious with the

Source of Funds:

Budgeted Item: Budget Amendment Needed:

surrounding development. Multiple-family use is one of the few options for the continued use of the building and redevelopment for this use will avoid the property becoming a source of blight.

The Future Land Use Plan designates the property as suitable for Low Density Residential. R-4 classification is not compatible with Low Density Residential Land Use in the Future Land Use Plan adopted with the Our Ottumwa 2040 Comprehensive Plan. As Confluence explained during the presentation of the plan, the best course of action for resolving a discrepancy between the plan and an action the City wishes to take related to rezoning is to amend the plan. The staff will create a list of amendments to the Future Land Use Plan to be considered at the December Planning meeting that will include amending the designation for this parcel and any other amendments required during the year. Those amendments will be voted on by the Planning Commission as well as the Council.

ORDINANCE NO. 3180-2021

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY LOCATED AT 420 MINNEOPA FROM R-1 TO R-4 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

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

SECTION 1

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

Part of the Northwest quarter of the Southwest quarter of Section Twenty-six (26), Township Seventy-two (72) North, Range Fourteen (14) West in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at a point six hundred thirty-six (636) feet west and eight hundred seventy (870) feet south of the Northeast corner of said Northwest quarter of the Southwest quarter; thence South One Hundred Five (105) feet; thence East three hundred five (305) feet; thence North one hundred five (105) feet; thence West three hundred five (305) feet; to the place of beginning. Also known as Lot Number Nine (9) in Silverwood Addition to the City of Ottumwa, Iowa.

Be and the same is hereby changed from its present zoning classification of "R-1" Single-Family Residential District (Low Density) to "R-4" Multifamily Residential District (Medium Density).

SECTION 2

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

SECTION 3

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

SECTION 4

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

Passed on its first consideration on the 16 day of March, 2021.

Passed on its second consideration on the ___ day of Waived, 2021.

Requirement of consideration and vote at two prior council meetings suspended on the ___ day of _____, 2020.

Final passage and adoption on the 16 day of March, 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

No action taken by Mayor.

Vetoed this ___ day of _____, 2021.

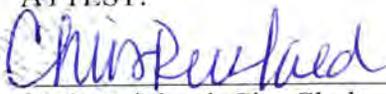
Tom X. Lazio, Mayor

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

Veto affirmed this ___ day of _____, 2021 by failure of vote taken to repass.

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

ATTEST:

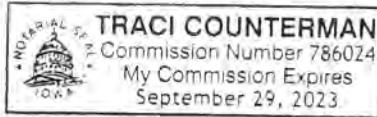

Chris Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
WAPELLO COUNTY

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

3/16 Minutes
City of Ottumwa PH- Rezone 420 Minneopa hereto attached was published in said newspaper for 1 consecutive week's to wit: 03/02/2021 Subscribed and sworn to before me, and in my presence, by the said 2nd day of March, 2021



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 28.83

NOTICE OF PUBLIC HEARING TO WHOM IT MAY CONCERN: ADVERTISEMENT

Notice is hereby given that the Ottumwa City Council will hold a public hearing at 5:30 p.m. on Tuesday March 16, 2021 at City Hall in the City of Ottumwa, Iowa, in regard to a rezoning request for property located at 420 Minneopa, City of Ottumwa. The Property is zoned R-1 Single-Family Residential District (Low Density) and is legally described as follows: Part of the Northwest quarter of the Southwest quarter of Section Twenty-six (26), Township Seventy-two (72) North, Range Fourteen (14) West in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at a point six hundred thirty-six (636) feet west and eight hundred seventy (870) feet south of the Northeast corner of said Northwest quarter of the Southwest quarter; thence South One Hundred Five (105) feet; thence East three hundred five (305) feet; thence North one hundred five (105) feet; thence West three hundred five (305) feet; to the place of beginning. Also known as Lot Number Nine (9) in Silverwood Addition to the City of Ottumwa, Iowa. The applicant requests a zoning change of the parcel from its present zoning of R-1 Single Family Residential District (Low Density) to R-4 Multiple Family Residential District (Medium Density). Said change will permit renovation of the former church building for up to 8 dwelling units of residential use. All persons interested in the above proposed change in zoning are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the proposed change in zoning classification. FOR THE OTTUMWA CITY COUNCIL Chris Reinhard, City Clerk

PH-Rezone
420 Minneopa
ORA 3180

PLEASE PUBLISH March 4, 2021

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ottumwa City Council will hold a public hearing at 5:30 p.m. on Tuesday March 16, 2021 at City Hall in the City of Ottumwa, Iowa, in regard to a rezoning request for property located at 420 Minneopa, City of Ottumwa.

The Property is zoned R-1 Single-Family Residential District (Low Density) and is legally described as follows:

Part of the Northwest quarter of the Southwest quarter of Section Twenty-six (26), Township Seventy-two (72) North, Range Fourteen (14) West in the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at a point six hundred thirty-six (636) feet west and eight hundred seventy (870) feet south of the Northeast corner of said Northwest quarter of the Southwest quarter; thence South One Hundred Five (105) feet; thence East three hundred five (305) feet; thence North one hundred five (105) feet; thence West three hundred five (305) feet; to the place of beginning. Also known as Lot Number Nine (9) in Silverwood Addition to the City of Ottumwa, Iowa.

The applicant requests a zoning change of the parcel from its present zoning of R-1 Single Family Residential District (Low Density) to R-4 Multiple Family Residential District (Medium Density). Said change will permit renovation of the former church building for up to 8 dwelling units of residential use.

All persons interested in the above proposed change in zoning are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the proposed change in zoning classification.

FOR THE OTTUMWA CITY COUNCIL
Chris Reinhard, City Clerk

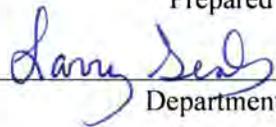
CITY OF OTTUMWA

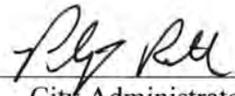
Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 16, 2021

Engineering Department
Department

Dwight Dohlman
Prepared By

Larry Seal
Department Head


City Administrator Approval

AGENDA TITLE: Resolution #59-2021. Award the Contract for RFP #1 – City Hall Light Court Tuck-point and Sealing Project and authorizing the Mayor to sign the contract.

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

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

RECOMMENDATION: Pass and adopt Resolution #59-2021. Award the Contract to E & H Restoration of Davenport, Iowa in the amount of \$73,234.00 and authorize the Mayor to sign the Contract.

DISCUSSION: This project will include masonry restoration, recaulking, cleaning, and sealing of the three exterior lightcourt walls on the east side of City Hall. This Contract will consist of grinding out the existing mortar between the brick and repointing, removing old caulking and recaulking, then cleaning and applying water repellent to the wall surfaces. Work is expected to begin shortly and be completed by August 1, 2021. This area has been a source of water infiltration creating wall leaks and interior deterioration.

Bids were received and opened by the City of Ottumwa on March 3, 2021 at 2:00 p.m. Five (5) sets of the RFP were sent out to select bidders and to Master Builders of Iowa. Six (6) bids were received. The low bidder is E & H Restoration, LLC of Davenport, Iowa in the amount of \$73,234.00 including the alternate bid item to repair the chimney stack. Staff recommends awarding the contract to E & H Restoration, LLC for RFP #1.

A copy of the bid tab, plan holders list, contract and certificate of insurance is attached.

RESOLUTION #59-2021

A RESOLUTION AWARDING THE CONTRACT FOR THE
2021 RFP #1 – CITY HALL LIGHTCOURT TUCKPOINT AND SEALING PROJECT

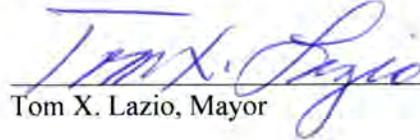
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, E & H Restoration LLC of Davenport, Iowa in the amount of \$73,234.00.

APPROVED, PASSED, AND ADOPTED, this 16th day of March, 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



PLAN HOLDERS LIST

**City Hall Lightcourt Tuckpoint and Sealing Project
Ottumwa, Iowa 52501**

Engineer's Estimate: \$100,000

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Mailed	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	McGill Restoration 2821 Grebe St Omaha, NE 68112 bpape@mcgillrestoration.com	402-936-3573	City Website 2/15/2021			
2	MTS Contracting 6950 NE 14th St, Suite 30 Ankey, IA 50023 jeffd@mtscontracting.com	515-631-8213	City Website 2/15/2021			
3	Midland Restoration, Co. Inc. PO Box 247 Fort Scott, KS 66701 midlandrci@classicnet.net	620-223-6855	City Website 2/15/2021			
4	B&B Masonry and Restoration 2728 North Clark St Davenport, IA 52804 mike.krueger@bbmsnry.com	309-373-4269	City Website 2/16/2021			
5	Bi-State Masonry, Inc. 3511 8th St Rock Island, IL 61201 mark@bsmqc.com	309-786-8800	City Website 2/16/2021			
6	Fred Jackson Tuckpointing 475 E 28th St Dubuque, IA 52001 kelly@fred-jackson.com	566-583-8900	City Website 2/16/2021			
7	TNT Tuckpointing & Building Restoration LLC 202 Iowa Street Stockton, IA 52769 josh@tnttuckpointing.com	563-785-0120	City Website 2/25/2021			
8	E & H Restoration 1926 Comenitz Drive Davenport, IA 52802 george@ehrestoration.com	563-322-3335	City Website 3/2/2021			
	Master Builders 221 Park Street Des Moines, IA 50309 CAdams@mbionline.com	800-362-2578 515-288-8718	Notice of Project 2/10/2021			
	City of Ottumwa 105 E 3rd St Ottumwa, IA 52501	641-683-0680	Notice of Project, P&S 2/10/2021			

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 16th day of March, 2021 by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and E & H Restoration, L.L.C, 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: CITY HALL LIGHTCOURT TUCKPOINTING AND SEALING as stated in the attached RFP #1. RFP #1 and signed proposal included as part of this contract.

In the following location, to wit, City Hall, 105 E. 3rd Street, Ottumwa, Iowa.

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

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

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

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

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

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in **RFP #1**, said payment to be made upon presentation of an invoice for aforesaid improvement.

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

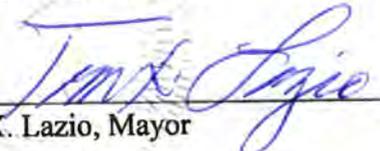
Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any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

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

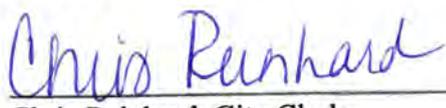
Contractor will insure a drug free environment in accordance with Federal regulations.

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

CITY OF OTTUMWA


Tom X. Lazio, Mayor

ATTEST:


Chris Reinhard, City Clerk



George Rucker IV

Contractor

E & H Restoration, L.L.C.

Address

1926 Comenitz Drive

City, State, Zip

Davenport, IA 52802-2300

REQUEST FOR PROPOSAL
RFP #1 - CITY HALL LIGHTCOURT TUCKPOINT AND SEALING
City Hall, 105 E. Third Street, Ottumwa, Iowa

The City of Ottumwa, Iowa will be accepting proposals to tuckpoint and seal the City Hall Lightcourt Masonry Enclosure.

This project consists of providing all the material, labor, and equipment to grind out mortar from the brick masonry and repoint and remove existing caulking and mortar from stone masonry and recaulk. Additional information on repairs and installation can be found on sheets A.1 thru A.4. There are no additional plans or specifications than what is included in this RFP. City Hall is listed on the National Registry of Historic Places and contractor shall take all precautions to maintain the historic integrity of the exterior enclosure. Proposals shall include all material, labor, and equipment necessary to complete the work.

RFP 1: CITY HALL LIGHTCOURT TUCKPOINT AND SEALING

Work Shall Include:

1. Provide all the necessary protection of existing building and roof. Condensing units on roof must be protected and allowed to operate during construction activities. Contractor may have use of adjacent parking spaces to facilitate lift equipment and project staging.
2. Masonry restoration to follow industry standards as referenced by the Sealant, Waterproofing, Restoration Institute.
3. Grind all brick mortar joints to a minimum depth of ½" exercising care avoiding damage to surrounding brick and repoint with Type O mortar.
4. Remove mortar and all joint caulking from all stone masonry and add bond breaker/backer rod and recaulk with GE SCS2700 Silpruf LM or approved equal.
5. Install caulk joint where brick masonry abuts stone masonry. Grind mortar to a minimum depth of ¾", install bond breaker/backer rod and caulk.
6. Clean all completed work and apply clear water repellent to all masonry surfaces. Use Sure Klean Weather Seal Siloxane PD or approved equal.
7. See attached drawings A.1 thru A.4 for additional information on scope of work.
8. The contractor at no expense to the City shall repair any damage to surrounding areas.
9. Include line item for adding 1-year Performance and Payments Bonds.
10. ALTERNATE BID: Tuckpoint, clean, recaulk and apply water repellent to the masonry chimney stack including performance and payment bonds.

Contractor shall make necessary calculations to satisfy themselves of the amount of work required to complete the project. Hauling of all materials to be disposed shall be included in bid prices. No cost incurred in preparing the proposal will be paid by the City of Ottumwa.

Contractor shall be responsible to visit jobsite and become familiar with the scope of work prior to bid letting. **Sealed Bids shall be submitted to the City Clerk 105 E. 3rd Street, Ottumwa, Iowa 52501, by 2:00 p.m. on March 3, 2021,** and clearly labeled RFP #1 - CITY HALL LIGHTCOURT TUCKPOINT AND SEALING. Public bid opening will occur in an adjoining conference room shortly thereafter. Bid tab showing bid results will be issued by email later that afternoon or as early as feasibly possible.

If there are any questions regarding bid proposal or to arrange site visit, please contact Dwight Dohlman, P.E., City Engineer, City of Ottumwa Engineering Department (641) 683-0680 from 8:00 a.m. to 4:30 p.m. Monday through Friday.

February 10, 2021

Contract Attached

ENGINEERING DEPARTMENT
CITY OF OTTUMWA, IOWA

PROPOSAL FOR: RFP #1 - CITY HALL LIGHTCOURT TUCKPOINT AND SEALING

March 3, 2021

Date

TO WHOM IT MAY CONCERN:

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

Bid Items:

- | | | |
|--|----------|-----------------|
| 1. BASE BID: CITY HALL LIGHTCOURT TUCKPOINT AND SEALING | LUMP SUM | |
| Sixty-Four Thousand, Twenty-Four Dollars and Zero Cents | | |
| | | (\$ 64,024 .00) |
| 2. ADD TO THE BASE BID ONE-YEAR PERFORMANCE AND PAYMENTS BONDS. | ADD \$ | 650 .00 |
| 3. ALT. BID: TUCKPOINT AND SEAL MASONRY CHIMNEY STACK (W/BONDS). | ADD \$ | 8,560 .00 |

August 1, 2021
COMPLETION DATE

1 Year
WARRANTY

A \$200.00 per day penalty will be assessed for failure to complete this project in the allocated time. The City shall also reserve the right to void the contract and award it to the next lowest responsible bidder, if the undersigned has not started work by the completion date.

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

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

E & H Restoration, L.L.C.
Name of Company

563-322-3335
Phone Number

By 
Authorized Signature

3/03/2021
Date

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. IAC590431

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

E & H Restoration, LLC
1926 Comenitz Drive
Davenport, IA 52802

SURETY (Name and Principal Place of Business):

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

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT

Date: **March 16, 2021**

Amount: **\$73,234.00 (Seventy-three Thousand Two Hundred Thirty-four and 00/100 dollars)**

Description (Name and Location):

City Hall Lightcourt Tuckpointing and Sealing
105 E. 3rd St.
Ottumwa, IA 52501

BOND

Date (Not earlier than Construction Contract Date): **March 16, 2021**

Amount: **\$73,234.00 (Seventy-three Thousand Two Hundred Thirty-four and 00/100 dollars)**

Modifications to this Bond: None See Page 3

CONTRACTOR AS PRINCIPAL

COMPANY: _____ (Corporate Seal)
E & H Restoration, LLC

Signature: _____
Name and Title:

SURETY COMPANY:

_____ (Corporate Seal)
Merchants Bonding Company (Mutual)

Signature: _____
Name and Title:
Daniel P. Curran, Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

1. The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

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

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

4.3 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights 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, tender payment therefor to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 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 Paragraph 4; and

6.3 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.

7. 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, or successors.

8. 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.

9. 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 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.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. 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 here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 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 Con-

tractor 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.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. IAC590431

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

E & H Restoration, LLC
1926 Comenitz Drive
Davenport, IA 52802

SURETY (Name and Principal Place of Business):

Merchants Bonding Company (Mutual)
2100 Fleur Dr.
Des Moines, IA 50321

OWNER (Name and Address):

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

CONSTRUCTION CONTRACT

Date: **March 16, 2021**

Amount: **\$73,234.00 (Seventy-three Thousand Two Hundred Thirty-four and 00/100 dollars)**

Description (Name and Location):

City Hall Lightcourt Tuckpointing and Sealing
105 E. 3rd St.
Ottumwa, IA 52501

BOND

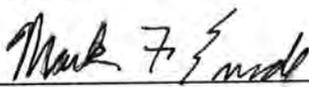
Date (Not earlier than Construction Contract Date): **March 16, 2021**

Amount: **\$73,234.00 (Seventy-three Thousand Two Hundred Thirty-four and 00/100 dollars)**

Modifications to this Bond: None See Page 3

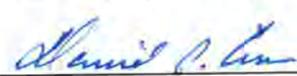
CONTRACTOR AS PRINCIPAL

COMPANY: (Corporate Seal)
E & H Restoration, LLC

Signature: 
Name and Title:

SURETY COMPANY:

(Corporate Seal)
Merchants Bonding Company (Mutual)

Signature: 
Name and Title:
Daniel P. Curran, Attorney-in-Fact

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:


OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

1. The Contractor and the 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.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. 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 the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. 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 payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, 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.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

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. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

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

15. DEFINITIONS

15.1 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 Contract. 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.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 is deleted in its entirety and the following is substituted in its place:

6. Once the Claimant satisfies the conditions of Section 4 and provides the Surety with all supporting documentation and any proof of claim requested, the Surety, within a reasonable period of time, shall notify the Claimant of the amounts it does not dispute and the bases for any amounts it does dispute. These bases may include, but are not limited to, inadequate documentation supporting the amount of or entitlement to the claim. The Surety within a reasonable period of time, shall pay or arrange to pay any undisputed amount. The failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to part or all of a claim shall not in any way be deemed 1) an admission of liability by the Surety; 2) a waiver of any of the Surety's or Contractor's defenses; or 3) a waiver of any other right or basis the Surety or Contractor may have to dispute some or all of the claim. The Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available under this Bond.

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Carol VanHooerebeck; Cheryl Harless; Daniel P Curran; Deborah M Taylor; Glen Hummel; Jeffrey R Miller; Kevin P O'Hara; Phyllis Schwindt

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of December, 2020

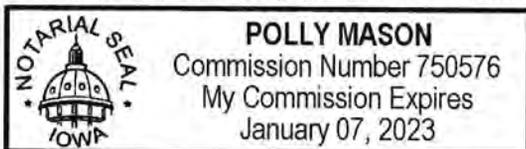


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of December 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of March, 2021



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 220 Emerson Place, Suite 200 Davenport IA 52801	CONTACT NAME: Jen Rios PHONE (A/C, No, Ext): 563-424-3180 E-MAIL ADDRESS: jen_rios@ajg.com	FAX (A/C, No): 563-322-1046
	INSURER(S) AFFORDING COVERAGE	
INSURED E & H Restoration, LLC 1926 Comenitz Drive Davenport IA 52802	E&HREST-01	INSURER A : Motorists Mutual Insurance Company INSURER B : BrickStreet Mutual Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC #
		14621
		12372

COVERAGES

CERTIFICATE NUMBER: 1445375341

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. WVD.	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		5000079580	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5000079580	12/15/2020	12/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		5000080643	12/15/2020	12/15/2021	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		WCB1030254	12/15/2020	12/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment		5000079580	12/15/2020	12/15/2021	\$200,000

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

RE: RFP #1 - CITY HALL LIGHTCOURT TUCKPOINT AND SEALING.

City of Ottumwa is an additional insured under General Liability policy, when agreed in a written contract, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Ottumwa
 105 E. Third Street
 Ottumwa IA 52501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 16, 2021

Engineering Department
Department

Alicia Bankson
Prepared By
Darryl Seal
Department Head

Phil Pitt
City Administrator Approval

AGENDA TITLE: Resolution #60-2021. Authorizing the Mayor to execute seven (7) Permanent Easements and one (1) Temporary Construction Easement Agreements for Construction and Maintenance of Public Improvements for the Woodland Avenue 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 #60-2021.

DISCUSSION: This project consists of the East Woodland Avenue reconstruction from Court Street to approximately 1,100 LF east. It includes complete reconstruction of the roadway, installation of new sewers and adding new storm system on Green Street between Woodland and Fillmore. Up-grades to the storm sewer system and replacement of the sanitary sewer main. This area is in the Phase VIII Division 3D area and will be designed to allow the sanitary to be connected in the future without removing any of the newly installed street pavement.

Part of this project includes the replacement of a cross county sewer. The attached easements are necessary for future maintenance and will run concurrent with the land.

Funding:
Engineer's Opinion of Cost: \$928,883
OWW \$179,812.50 – Pavement Replacement
RU \$356,000
LOST Balance

Source of Funds: RU/LOST

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #60-2021

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE SEVEN (7) PERMANENT AND ONE (1) TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS FOR THE WOODLAND AVENUE RECONSTRUCTION PROJECT

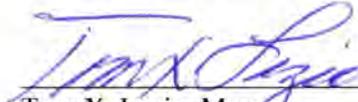
WHEREAS, This project consists of the East Woodland Avenue reconstruction from Court Street to approximately 1,100 LF east. It includes complete reconstruction of the roadway, installation of new sewers and adding new storm system on Green Street between Woodland and Fillmore. Up-grades to the storm sewer system and replacement of the sanitary sewer main. This area is in the Phase VIII Division 3D area and will be designed to allow the sanitary to be connected in the future without removing any of the newly installed street pavement.

WHEREAS, This resolution will authorize the Mayor to sign the eight (8) easements with property owners for construction of the public improvements.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is authorized to sign the seven (7) permanent and one (1) temporary construction easement agreements for the reconstruction of Woodland Avenue.

APPROVED, PASSED, AND ADOPTED, this 16th day of March 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: Dwight Dohman, The City of Ottumwa, Wapello County, Iowa 52501 (Phone: 641-638-0680)

And return to: City of Ottumwa, 105 E. Third St, Ottumwa, IA 52501

CITY OF OTTUMWA
PERMANENT EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
PUBLIC IMPROVEMENTS

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Mark Lawrence & Vesta Louise Frahm**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, right of access, on, over, under, through and across the land as follows for the purpose of installing and maintaining a sanitary sewer, together with necessary appurtenances thereto:

A Permanent Sanitary Sewer Easement over, under, through and across the West 20.00 feet of the South 40.00 feet of Auditor's Lot 4 in the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) Section Nineteen (19), Township Seventy-two (72) North, Range Thirteen (13) West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, Containing 800 square feet.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before the work began. City shall waive one connection fee to the new sanitary sewer for permanent easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall

be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Easement Runs With the Land

The easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner.

VII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Easement Area without obtaining the prior written consent of City.

VIII. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

IX. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

X. Entire Agreement

This writing, consisting of three (3) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XI. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

INDEX LEGEND	
LOCATION:	AUDITOR'S LOT 4, NW 1/4, SECTION 19-72-13, CITY OF OTTUMWA, IOWA
PROPRIETOR:	FRAHM FAMILY REVOCABLE TRUST, MARK LAWRENCE FRAHM AND VESTA LOUISE FRAHM, TRUSTEES
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	GARY W. KEITH
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577

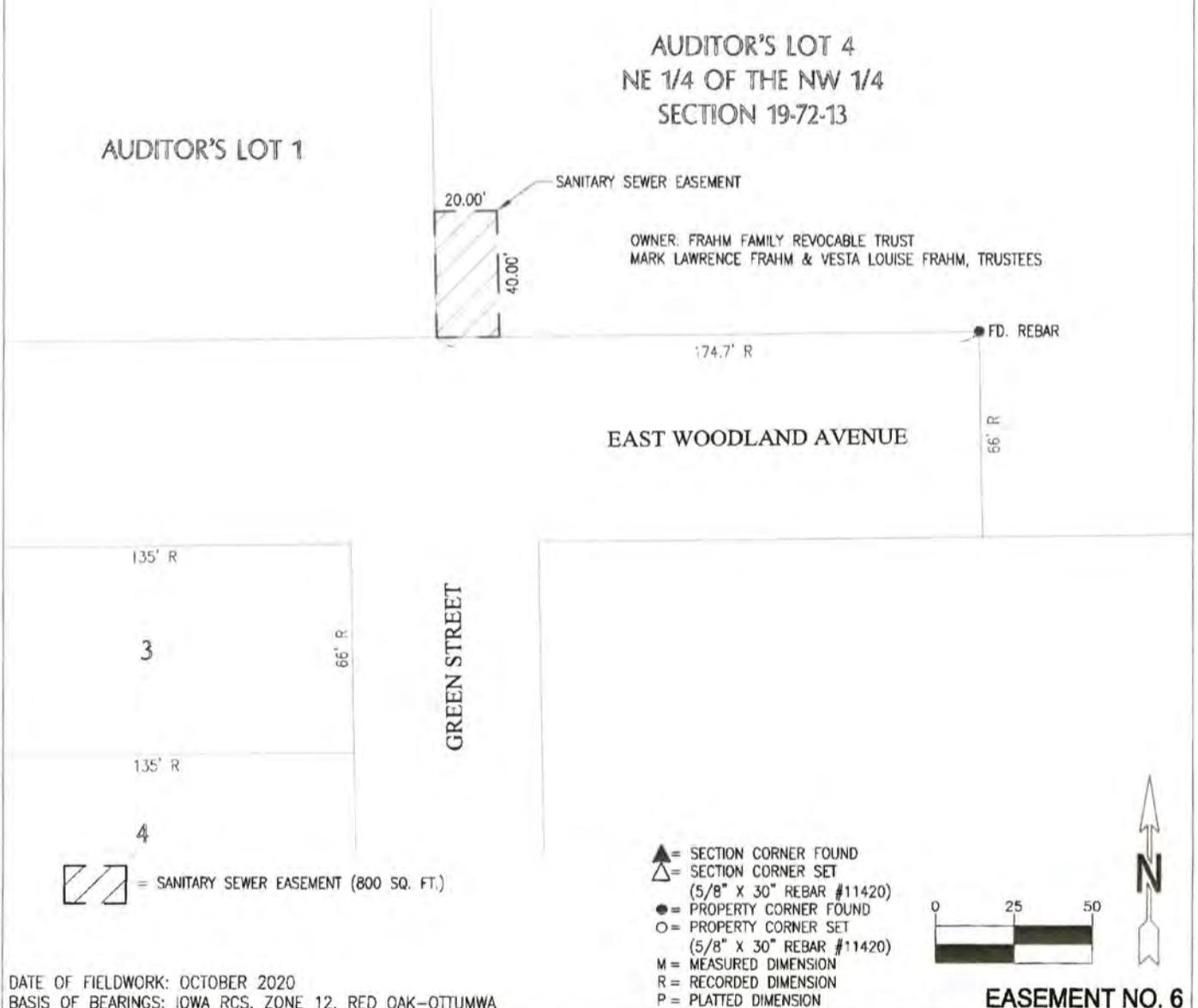


GARDEN & ASSOC.

RESERVED FOR RECORDER'S USE
P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

EASEMENT PLAT

A Permanent Sanitary Sewer Easement over, under, through and across the West 20.00 feet of the South 40.00 feet of Auditor's Lot 4 in the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) Section Nineteen (19), Township Seventy-two (72) North, Range Thirteen (13) West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, Containing 800 square feet.



DATE OF FIELDWORK: OCTOBER 2020
BASIS OF BEARINGS: IOWA RCS, ZONE 12, RED OAK-OTTUMWA

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.

Gary Wayne Keith 22 Jan 2021
 Gary Wayne Keith, P.L.S. Date
 License number: 11420
 My license renewal date is December 31, 2022
 Pages or sheets covered by this seal: 1 of 1



CITY OF OTTUMWA
AUDITOR'S LOT 4
NW 1/4 SEC. 19-72-13
CITY OF OTTUMWA, IOWA

DATE: 1-21-21	DRN. TRH	APP. <i>[Signature]</i>
FLD.BK.	PROJ.NO. 5019275	

EASEMENT NO. 6

DO NOT WRITE IN THE SPACE ABOVE THIS LINE. RESERVED FOR RECORDER

Prepared by: Dwight Dohman, The City of Ottumwa, Wapello County, Iowa 52501 (Phone: 641-638-0680)

And return to: City of Ottumwa, 105 E. Third St, Ottumwa, IA 52501

CITY OF OTTUMWA
PERMANENT EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
PUBLIC IMPROVEMENTS

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Joyce Ann Johnson**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, right of access, on, over, under, through and across the land as follows for the purpose of installing and maintaining a sanitary sewer, together with necessary appurtenances thereto:

A Permanent Sanitary Sewer Easement Thirty Feet (30') wide, Fifteen feet (15') each side of the centerline, over, under, through and across Lot 6 and Lot 5 except the West 28.4 feet in A.L. Eaton's Addition to the City of Ottumwa, Wapello County, Iowa, the centerline of said easement is more particularly described as follows: Commencing at a point on the North line of said Lot 5, 28.4 feet East of the Northwest corner thereof; thence South 00°55'35" East 94.16 feet parallel with the West line of said Lot 5 to the Point of Beginning; thence North 74°53'55" East 21.88 feet along the centerline of said easement; thence North 50°35'30" East 68.62 feet along the centerline of said easement to the East line of said Lot 6 there terminating, containing 2,715 square feet.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before the work began. City shall waive one connection fee to the new sanitary sewer for permanent easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Easement Runs With the Land

The easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner.

VII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Easement Area without obtaining the prior written consent of City.

VIII. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

IX. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

X. Entire Agreement

This writing, consisting of three (3) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XI. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

IN THE IOWA DISTRICT COURT FOR WAPELLO COUNTY

IN THE MATTER OF THE

CONSERVATORSHIP OF GUARDIANSHIP OF KEMPF
HAROLD

Case No. 08901 GCPR007137

Letters of Appointment

Docket Event Code: LEAP

KNOW ALL PERSONS BY THESE PRESENTS:

That having been duly appointed and qualified as Guardian and Conservator of the above entitled matter,

Joyce Johnson

is vested with all powers authorized by law in the premises.

Letters issued: 10/10/2014



/s/ Deb Littlejohn
Clerk of Court/Designee
WAPELLO County

INDEX LEGEND

LOCATION: PART OF LOTS 5 & 6 OF A.L. EATON ADDITION TO THE CITY OF OTTUMWA, IOWA

PROPRIETOR: OWNER: JOYCE ANN JOHNSON IN TRUST AND BENEFIT TO JOHNNY MAC KEMPH

REQUESTED BY: CITY OF OTTUMWA

PREPARED BY: GARY W. KEITH

COMPANY: GARDEN & ASSOCIATES, LTD.

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

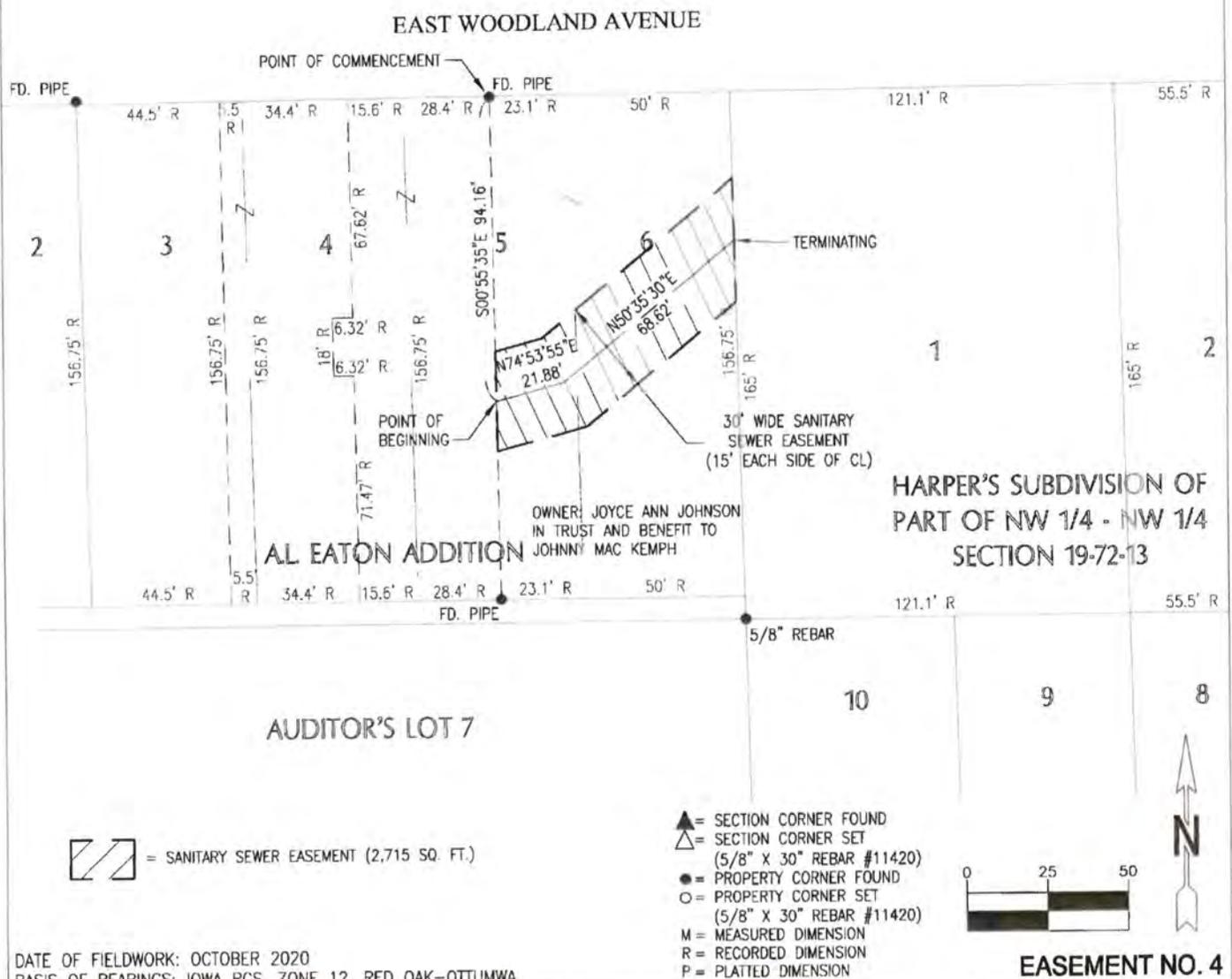


GARDEN & ASSOC.

RESERVED FOR RECORDER'S USE
P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

EASEMENT PLAT

A Permanent Sanitary Sewer Easement Thirty Feet (30') wide, Fifteen feet (15') each side of the centerline, over, under, through and across Lot 6 and Lot 5 except the West 28.4 feet in A.L. Eaton's Addition to the City of Ottumwa, Wapello County, Iowa, the centerline of said easement is more particularly described as follows: Commencing at a point on the North line of said Lot 5, 28.4 feet East of the Northwest corner thereof; thence South 00°55'35" East 94.16 feet parallel with the West line of said Lot 5 to the Point of Beginning; thence North 74°53'55" East 21.88 feet along the centerline of said easement; thence North 50°35'30" East 68.62 feet along the centerline of said easement to the East line of said Lot 6 there terminating, containing 2,715 square feet.



DATE OF FIELDWORK: OCTOBER 2020
BASIS OF BEARINGS: IOWA RCS, ZONE 12, RED OAK-OTTUMWA

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.

Gary Wayne Keith 22 Jan 2021
 Gary Wayne Keith, P.L.S. Date
 License number: 11420
 My license renewal date is December 31, 2022
 Pages or sheets covered by this seal: 1 of 1



CITY OF OTTUMWA
PART OF LOTS 5 & 6 OF
A.L. EATON ADDITION
CITY OF OTTUMWA, IOWA

DATE: 1-21-21	DRN. TRH	APP. <i>[Signature]</i>
FLD.BK.	PROJ.NO. 5019275	

DO NOT WRITE IN THE SPACE ABOVE THIS LINE. RESERVED FOR RECORDER

Prepared by: Dwight Dohlman, The City of Ottumwa, Wapello County, Iowa 52501 (Phone: 641-638-0680)

And return to: City of Ottumwa, 105 E. Third St, Ottumwa, IA 52501

CITY OF OTTUMWA
PERMANENT EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
PUBLIC IMPROVEMENTS

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Robert & Myrna Long**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a right of access, on, over, under, through and across the land as follows for the purpose of installing and maintaining a sanitary sewer, together with necessary appurtenances thereto:

A Permanent Sanitary Sewer Easement Thirty Feet (30') wide, Fifteen feet (15') each side of the centerline, over, under, through and across a portion of the West 44.5 feet of Lot 3 of A.L. Eaton's Addition to the City of Ottumwa, Wapello County, Iowa, the centerline of said easement is more particularly described as follows: Commencing at a point on the North line of said Lot 3, 44.5 feet East of the Northwest corner thereof; thence South 00°55'35" East 116.00 feet parallel with the West line of said Lot 3 to the Point of Beginning; thence South 74°53'55" West 21.55 feet along the centerline of said easement there terminating, containing 646 square feet.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before the work began. City shall waive one connection fee to the new sanitary sewer for permanent easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Easement Runs With the Land

The easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner.

VII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Easement Area without obtaining the prior written consent of City.

VIII. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

IX. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

X. Entire Agreement

This writing, consisting of three (3) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XI. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

INDEX LEGEND

LOCATION: PART OF LOT 3 OF A.L. EATON ADDITION TO THE CITY OF OTTUMWA, IOWA

PROPRIETOR: ROBERT D. AND MYRNA J. LONG

REQUESTED BY: CITY OF OTTUMWA

PREPARED BY: GARY W. KEITH

COMPANY: GARDEN & ASSOCIATES, LTD.

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



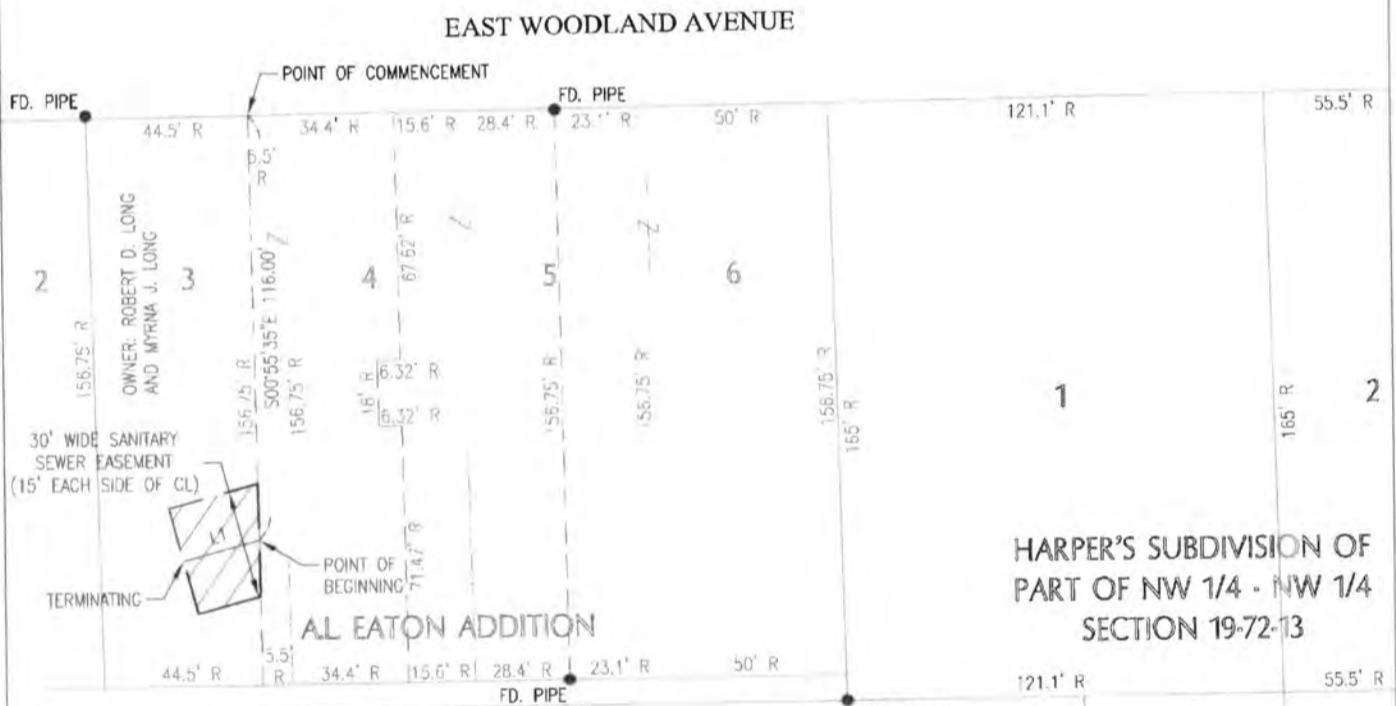
GARDEN & ASSOC.

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

RESERVED FOR RECORDER'S USE

EASEMENT PLAT

A Permanent Sanitary Sewer Easement Thirty Feet (30') wide, Fifteen feet (15') each side of the centerline, over, under, through and across a portion of the West 44.5 feet of Lot 3 of A.L. Eaton's Addition to the City of Ottumwa, Wapello County, Iowa, the centerline of said easement is more particularly described as follows: Commencing at a point on the North line of said Lot 3, 44.5 feet East of the Northwest corner thereof; thence South 00°55'35" East 116.00 feet parallel with the West line of said Lot 3 to the Point of Beginning; thence South 74°53'55" West 21.55 feet along the centerline of said easement there terminating, containing 646 square feet:



LINE TABLE		
LINE	BEARING	LENGTH
L1	S74°53'55"W	21.55'

AUDITOR'S LOT 7

= SANITARY SEWER EASEMENT (646 SQ. FT.)

- ▲ = SECTION CORNER FOUND
- △ = SECTION CORNER SET (5/8" X 30" REBAR #11420)
- = PROPERTY CORNER FOUND
- = PROPERTY CORNER SET (5/8" X 30" REBAR #11420)
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION



DATE OF FIELDWORK: OCTOBER 2020
BASIS OF BEARINGS: IOWA RCS, ZONE 12, RED OAK-OTTUMWA

EASEMENT NO. 1

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.

Gary Wayne Keith 22 Jan 2021
Gary Wayne Keith, P.L.S. Date
License number: 11420
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: 1 of 1



CITY OF OTTUMWA
PART OF LOT 3 OF
A.L. EATON ADDITION
CITY OF OTTUMWA, IOWA

DATE: 1-21-21 DRN. TRH APP *[Signature]*
FLD.BK. PROJ.NO. 5019275

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: Dwight Dohman, The City of Ottumwa, Wapello County, Iowa 52501 (Phone: 641-638-0680)

And return to: City of Ottumwa, 105 E. Third St, Ottumwa, IA 52501

**CITY OF OTTUMWA
PERMANENT EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
PUBLIC IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Clarence R. Slavens**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a right of access, on, over, under, through and across the land as follows for the purpose of installing and maintaining a storm sewer, together with necessary appurtenances thereto:

A Permanent Storm Sewer Easement Twenty Feet (20') wide, Ten feet (10') each side of the centerline, over, under, through and across Lot One 1 of Harpers Subdivision of a part of the Northwest Quarter (NW ¼) of the Northwest Quarter (NW ¼) of Section 19, Township 72 North Range 13 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, the centerline of said easement is more particularly described as follows: Commencing at the Northwest corner of said Lot 1 of Harper's Subdivision; thence North 89°15'35" East 95.81 feet along the North line of said Lot 1 to the Point of Beginning; thence South 33°55' 10" West 43.51 feet along the centerline of said easement there terminating, containing 870 square feet.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before the work began. City shall pay Property Owner \$0.00 (Zero Dollars), as there is a mutual benefit, for the use of the above described property to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the

immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Easement Runs With the Land

The easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner.

VII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Easement Area without obtaining the prior written consent of City.

VIII. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

IX. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

X. Entire Agreement

This writing, consisting of three (3) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XI. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

INDEX LEGEND

LOCATION: HARPER'S SUBDIVISION OF PART OF NW 1/4-NW 1/4 SECTION 19-72-13, CITY OF OTTUMWA, IOWA

PROPRIETOR: CLARENCE R. SLAVENS

REQUESTED BY: CITY OF OTTUMWA

PREPARED BY: GARY W. KEITH

COMPANY: GARDEN & ASSOCIATES, LTD.

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



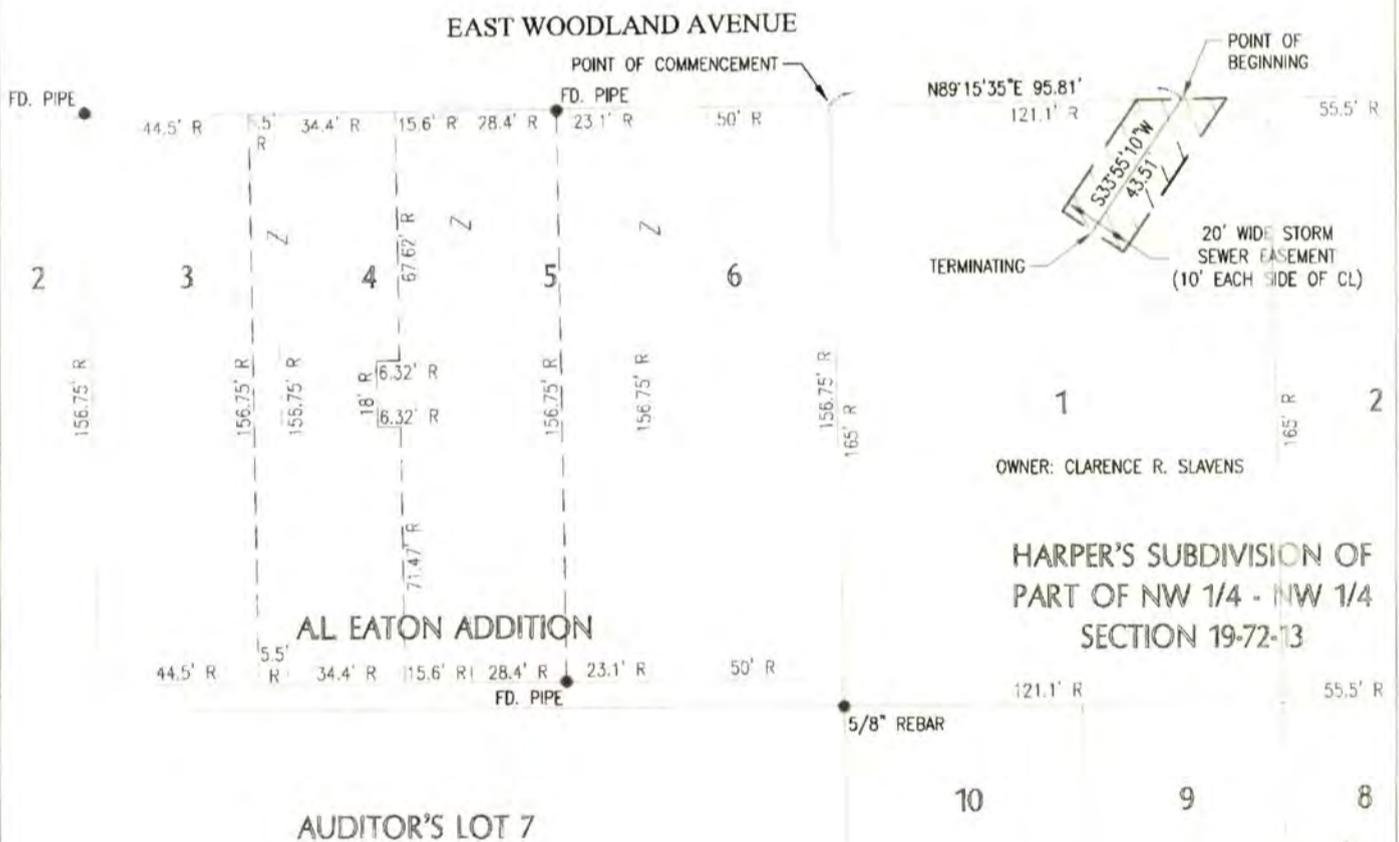
GARDEN & ASSOC.

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

RESERVED FOR RECORDER'S USE

EASEMENT PLAT

A Permanent Storm Sewer Easement Twenty Feet (20') wide, Ten feet (10') each side of the centerline, over, under, through and across Lot One 1 of Harpers Subdivision of a part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 72 North Range 13 West of the 5TH P.M. in the City of Ottumwa, Wapello County, Iowa, the centerline of said easement is more particularly described as follows: Commencing at the Northwest corner of said Lot 1 of Harper's Subdivision; thence North 89°15'35" East 95.81 feet along the North line of said Lot 1 to the Point of Beginning; thence South 33°55'10" West 43.51 feet along the centerline of said easement there terminating, containing 870 square feet.



= SANITARY SEWER EASEMENT (870 SQ. FT.)

- ▲ = SECTION CORNER FOUND
- △ = SECTION CORNER SET (5/8" X 30" REBAR #11420)
- = PROPERTY CORNER FOUND
- = PROPERTY CORNER SET (5/8" X 30" REBAR #11420)
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION



DATE OF FIELDWORK: OCTOBER 2020
BASIS OF BEARINGS: IOWA RCS, ZONE 12, RED OAK-OTTUMWA

EASEMENT NO. 7

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.

Gary Wayne Keith
Gary Wayne Keith, P.L.S. Date
License number: 11420
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: 1 of 1



CITY OF OTTUMWA		
LOT 1 OF HARPER'S SUBDIVISION OF PART OF NW-NW SEC. 19-42-13		
CITY OF OTTUMWA, IOWA		
DATE: 1-21-21	DRN. TRH	APP. <i>[Signature]</i>
FLD.BK.	PROJ.NO. 5019275	

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: Dwight Dohman, The City of Ottumwa, Wapello County, Iowa 52501 (Phone: 641-638-0680)

And return to: City of Ottumwa, 105 E Third St, Ottumwa, IA 52501

**CITY OF OTTUMWA
PERMANENT EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
PUBLIC IMPROVEMENTS**

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Clarence R. Slavens**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, right of access, on, over, under, through and across the land as follows for the purpose of installing and maintaining a sanitary sewer, together with necessary appurtenances thereto:

A Permanent Sanitary Sewer Easement Thirty Feet (30') wide, Fifteen feet (15') each side of the centerline, over, under, through and across Lot One 1 of Harpers Subdivision of a part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1 / 4) of Section 19, Township 72 North Range 13 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, the centerline of said easement is more particularly described as follows: Commencing at the Northwest corner of said Lot 1 of Harper's Subdivision; thence North 89°15'35" East 58.24 feet along the North line of said Lot 1 to the Point of Beginning; thence South 50°35'30" West 73.98 feet along the centerline of said easement to the West line of said Lot 1, there terminating, containing 2,219 square feet.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before the work began. City shall waive one connection fee to the new sanitary sewer for permanent easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Easement Runs With the Land

The easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner.

VII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Easement Area without obtaining the prior written consent of City.

VIII. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

IX. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

X. Entire Agreement

This writing, consisting of three (3) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XI. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

INDEX LEGEND

LOCATION: HARPER'S SUBDIVISION OF PART OF NW 1/4-NW 1/4 SECTION 19-72-13, CITY OF OTTUMWA, IOWA

PROPRIETOR: CLARENCE R. SLAVENS

REQUESTED BY: CITY OF OTTUMWA

PREPARED BY: GARY W. KEITH

COMPANY: GARDEN & ASSOCIATES, LTD.

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

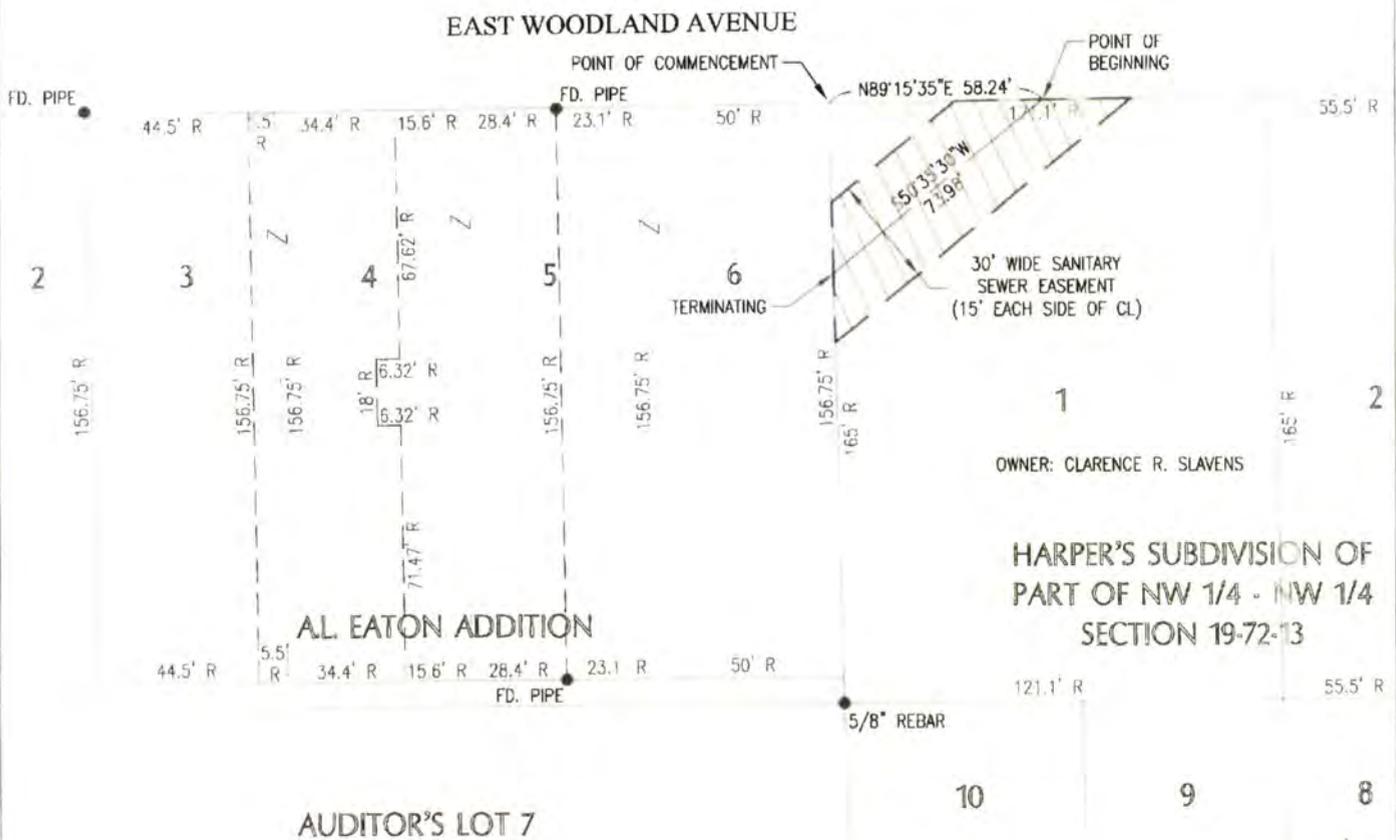


GARDEN & ASSOC.

RESERVED FOR RECORDER'S USE
P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

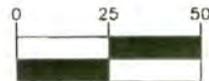
EASEMENT PLAT

A Permanent Sanitary Sewer Easement Thirty Feet (30') wide, Fifteen feet (15') each side of the centerline, over, under, through and across Lot One 1 of Harpers Subdivision of a part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 72 North Range 13 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, the centerline of said easement is more particularly described as follows: Commencing at the Northwest corner of said Lot 1 of Harper's Subdivision; thence North 89°15'35" East 58.24 feet along the North line of said Lot 1 to the Point of Beginning; thence South 50°35'30" West 73.98 feet along the centerline of said easement to the West line of said Lot 1, there terminating, containing 2,219 square feet.



= SANITARY SEWER EASEMENT (2,219 SQ. FT.)

- ▲ = SECTION CORNER FOUND
- △ = SECTION CORNER SET (5/8" X 30" REBAR #11420)
- = PROPERTY CORNER FOUND
- = PROPERTY CORNER SET (5/8" X 30" REBAR #11420)
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION



DATE OF FIELDWORK: OCTOBER 2020
BASIS OF BEARINGS: IOWA RCS, ZONE 12, RED OAK-OTTUMWA

EASEMENT NO. 5

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.

Gary Wayne Keith 26 Feb 2021
Gary Wayne Keith, P.L.S. Date
License number: 11420
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: 1 of 1



CITY OF OTTUMWA
LOT 1 OF HARPER'S SUBDIVISION
OF PART OF NW-NW SEC. 19-42-13
CITY OF OTTUMWA, IOWA

DATE: 1-21-21	DRN. TRH	APP. <i>[Signature]</i>
FLD.BK.	PROJ.NO. 5019275	

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: Dwight Dohman, The City of Ottumwa, Wapello County, Iowa 52501 (Phone: 641-638-0680)

And return to: City of Ottumwa, 105 E. Third St, Ottumwa, IA 52501

CITY OF OTTUMWA
PERMANENT EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
PUBLIC IMPROVEMENTS

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Suzette K. Stocker**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, right of access, on, over, under, through and across the land as follows for the purpose of installing and maintaining a sanitary sewer, together with necessary appurtenances thereto:

A Permanent Sanitary Sewer Easement Thirty Feet (30') wide, Fifteen feet (15') each side of the centerline, over, under, through and across a portion of the East 15.6 feet of Lot 4 and the West 28.4 feet of Lot 5 in A.L. Eaton's Addition to the City of Ottumwa, Wapello County, Iowa, the centerline of said easement is more particularly described as follows: Commencing at a point on the North line of said Lot 5, 28.4 feet East of the Northwest corner thereof; thence South 00°55'35" East 94.16 feet parallel with the West line of said Lot 5 to the Point of Beginning; thence South 74°53'55" West 45.38 feet along the centerline of said easement there terminating, containing 1,361 square feet.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before the work began. City shall waive one connection fee to the new sanitary sewer for permanent easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Easement Runs With the Land

The easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner.

VII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Easement Area without obtaining the prior written consent of City.

VIII. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

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Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

X. Entire Agreement

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XI. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

INDEX LEGEND

LOCATION: PART OF LOTS 4 & 5 OF A.L. EATON ADDITION TO THE CITY OF OTTUMWA, IOWA

PROPRIETOR: SUZETTE K. STOCKER

REQUESTED BY: CITY OF OTTUMWA

PREPARED BY: GARY W. KEITH

COMPANY: GARDEN & ASSOCIATES, LTD.

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



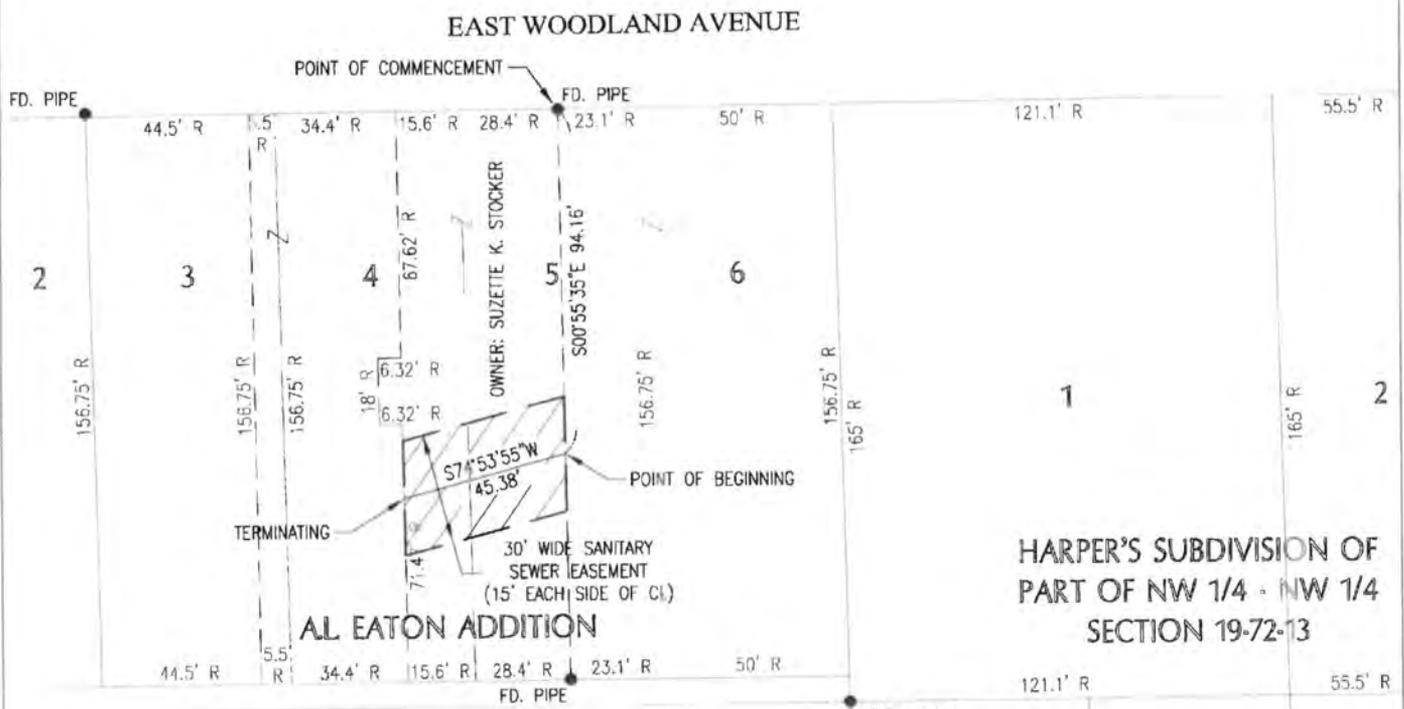
GARDEN & ASSOC.

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

RESERVED FOR RECORDER'S USE

EASEMENT PLAT

A Permanent Sanitary Sewer Easement Thirty Feet (30') wide, Fifteen feet (15') each side of the centerline, over, under, through and across a portion of the East 15.6 feet of Lot 4 and the West 28.4 feet of Lot 5 in A.L. Eaton's Addition to the City of Ottumwa, Wapello County, Iowa, the centerline of said easement is more particularly described as follows: Commencing at a point on the North line of said Lot 5, 28.4 feet East of the Northwest corner thereof; thence South 00°55'35" East 94.16 feet parallel with the West line of said Lot 5 to the Point of Beginning; thence South 74°53'55" West 45.38 feet along the centerline of said easement there terminating, containing 1,361 square feet.



= SANITARY SEWER EASEMENT (1,361 SQ. FT.)

- ▲ = SECTION CORNER FOUND
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- R = RECORDED DIMENSION
- P = PLATTED DIMENSION



DATE OF FIELDWORK: OCTOBER 2020
BASIS OF BEARINGS: IOWA RCS, ZONE 12, RED OAK-OTTUMWA

EASEMENT NO. 3

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.

Gary Wayne Keith 22 Jan 2021
Gary Wayne Keith, P.L.S. Date
License number: 11420
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: 1 of 1



CITY OF OTTUMWA
PART OF LOTS 4 & 5 OF
A.L. EATON ADDITION
CITY OF OTTUMWA, IOWA

DATE: 1-21-21	DRN. TRH	APP. <i>CK</i>
FLD.BK.	PROJ.NO. 5019275	

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: Dwight Dohman, The City of Ottumwa, Wapello County, Iowa 52501 (Phone: 641-638-0680)

And return to: City of Ottumwa, 105 E. Third St, Ottumwa, IA 52501

CITY OF OTTUMWA
PERMANENT EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
PUBLIC IMPROVEMENTS

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Shawn Allen Kellar**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, right of access, on, over, under, through and across the land as follows for the purpose of installing and maintaining a sanitary sewer, together with necessary appurtenances thereto:

Permanent Sanitary Sewer Easement Thirty Feet (30') wide, Fifteen feet (15') each side of the centerline, over, under, through and across a portion of the East 5.5 feet of Lot 3 and the West 34.4 feet of Lot 4 in A.L. Eaton's Addition to the City of Ottumwa, Wapello County, Iowa, the centerline of said easement is more particularly described as follows: Commencing at a point on the North line of said Lot 3, 44.5 feet East of the Northwest corner thereof; thence South 00°55'35" East 116.00 feet parallel with the West line of said Lot 3 to the Point of Beginning; thence North 74°53'55" East 41.15 feet along the centerline of said easement there terminating, containing 1,234 Square feet.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before the work began. City shall waive one connection fee to the new sanitary sewer for permanent easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, or other improvements which may be damaged as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Easement Runs With the Land

The easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner.

VII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Easement Area without obtaining the prior written consent of City.

VIII. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

IX. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

X. Entire Agreement

This writing, consisting of three (3) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XI. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

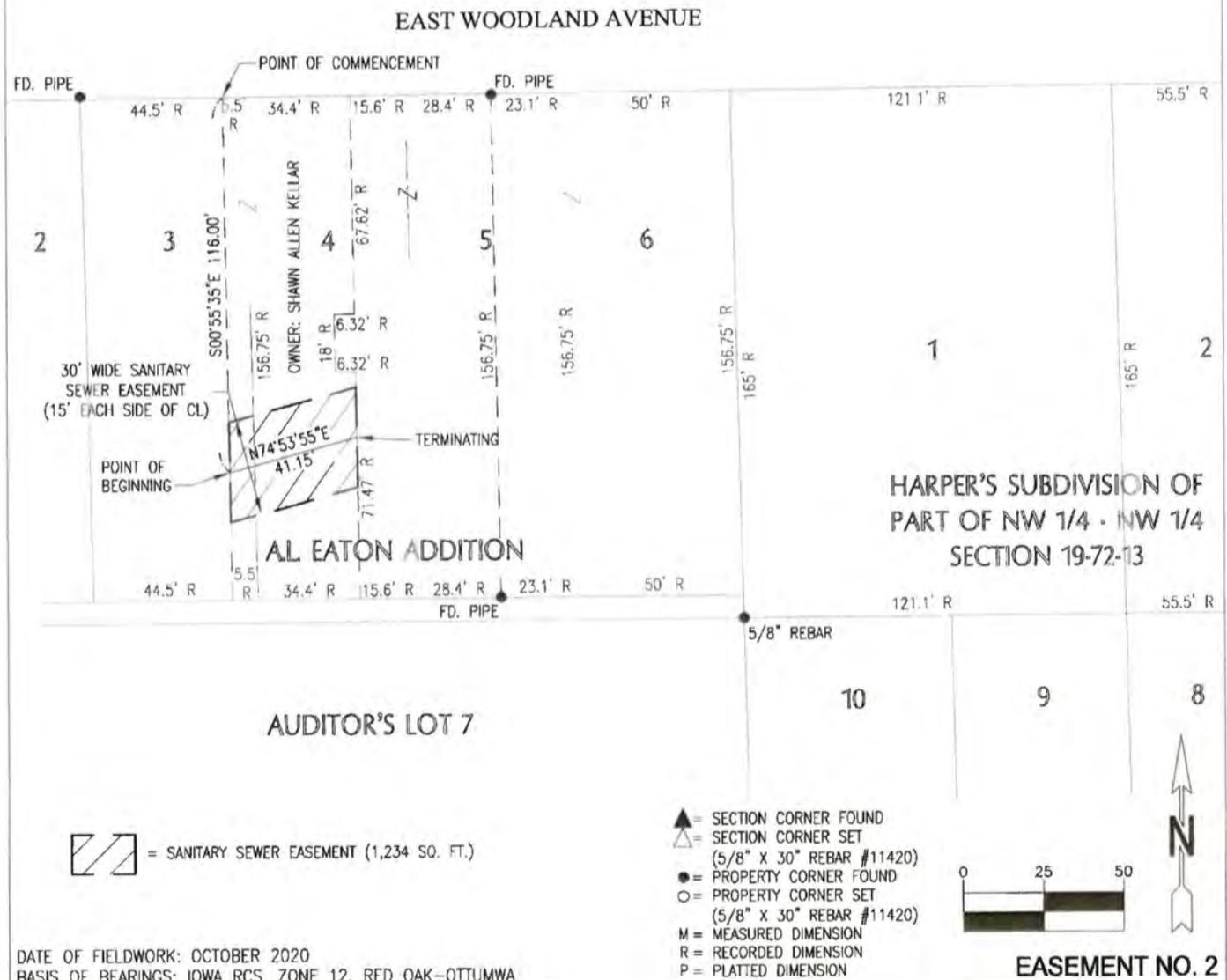
INDEX LEGEND	
LOCATION:	PART OF LOTS 3 & 4 OF A.L. EATON ADDITION TO THE CITY OF OTTUMWA, IOWA
PROPRIETOR:	SHAWN ALLEN KELLAR
REQUESTED BY:	CITY OF OTTUMWA
PREPARED BY:	GARY W. KEITH
COMPANY:	GARDEN & ASSOCIATES, LTD.
RETURN TO:	P.O. BOX 451, OSKALOOSA, IOWA 52577



RESERVED FOR RECORDER'S USE
P.O. Box 451, Oskaloosa, Iowa 52577-0451 Phone: (641)672-2526

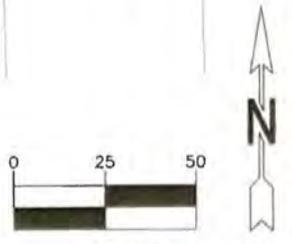
EASEMENT PLAT

A Permanent Sanitary Sewer Easement Thirty Feet (30') wide, Fifteen feet (15') each side of the centerline, over, under, through and across a portion of the East 5.5 feet of Lot 3 and the West 34.4 feet of Lot 4 in A.L. Eaton's Addition to the City of Ottumwa, Wapello County, Iowa, the centerline of said easement is more particularly described as follows: Commencing at a point on the North line of said Lot 3, 44.5 feet East of the Northwest corner thereof; thence South 00°55'35" East 116.00 feet parallel with the West line of said Lot 3 to the Point of Beginning; thence North 74°53'55" East 41.15 feet along the centerline of said easement there terminating, containing 1,234 Square feet.



= SANITARY SEWER EASEMENT (1,234 SQ. FT.)

- ▲ = SECTION CORNER FOUND
- △ = SECTION CORNER SET (5/8" X 30" REBAR #11420)
- = PROPERTY CORNER FOUND
- = PROPERTY CORNER SET (5/8" X 30" REBAR #11420)
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION



DATE OF FIELDWORK: OCTOBER 2020
BASIS OF BEARINGS: IOWA RCS, ZONE 12, RED OAK-OTTUMWA

EASEMENT NO. 2

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.
Gary Wayne Keith 2/21/2021
Gary Wayne Keith, P.L.S. Date
License number: 11420
My license renewal date is December 31, 2022
Pages or sheets covered by this seal: 1061



CITY OF OTTUMWA
PART OF LOTS 3 & 4 OF
A.L. EATON ADDITION
CITY OF OTTUMWA, IOWA

DATE: 1-21-21	DRN. TRH	APP. <i>[Signature]</i>
FLD.BK.	PROJ.NO. 5019275	

DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER

Prepared by: Dwight Dohleman, The City of Ottumwa, Wapello County, Iowa 52501 (Phone: 641-638-0680)

And return to: City of Ottumwa, 105 E. Third St, Ottumwa, IA 52501

CITY OF OTTUMWA
TEMPORARY EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF
PUBLIC IMPROVEMENTS

THIS AGREEMENT, entered into by the **City of Ottumwa, Iowa**, a municipal corporation, Grantee, (hereinafter called "City"), and **Clarence R. Slavens**, Grantor, (hereinafter called "Property Owner"). Property Owner grants unto City, its successors and assigns, including any agents, contractors, and employees designated by the city, a temporary right of access, on, over, under, through and across the land as follows for the purpose of Sanitary and Storm Sewer Improvements, together with necessary appurtenances thereto:

A Temporary Construction Easement over, under, through and across the North 50 feet of Lot One 1 of Harpers Subdivision of a part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 72 North Range 13 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, containing 5,550 square feet.

NOW THEREFORE, in consideration of the mutual promises herein stated, the parties agree as follows:

I. Consideration

City shall bear the entire cost of restoring the area disturbed to a condition that is equal to or better than the condition before work began. City shall pay Property Owner \$0.00 (Zero Dollars), as there is a mutual benefit, for the use of the above described property for the temporary easement to construct said improvements, together with necessary appurtenances thereto.

II. Possession

Possession of the premises is the essence of this agreement. Property Owner hereby grants to City the immediate right to enter the above described property.

III. Repairs

City agrees that any retaining wall, drain tile, fence, yard, or other improvements which may be damaged

as a result of any entry made through an exercise of the rights granted to the City in this agreement shall be repaired at no expense to Property Owner.

IV. Damages, If Any

It is understood and agreed that the consideration for this agreement includes full compensation for all apparent damages caused by the exercise of this agreement.

V. City's Liability

City will assume all liability for all damages to the above described property caused by City's failure to use due care in its exercise of the rights granted.

VI. Termination

The temporary easement described herein will terminate upon completion of the construction project.

VII. Easement Runs With the Land

The temporary easement shall be deemed to run with the land and shall be binding on Property Owner and on the successors and assigns of Property Owner.

VIII. Obstructions

Property Owner shall not erect any structure, plant any tree nor otherwise obstruct, the Temporary Easement Area without obtaining the prior written consent of City.

IX. Five Year Right to Renegotiate

City hereby gives notice of the five-year right of Property Owner to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 of the Code of Iowa.

X. Words and Phrases

Words and phrases herein, including acknowledgement herein, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to context.

XI. Entire Agreement

This writing, consisting of three (3) pages and attachments, constitutes the entire agreement between City and Property Owner, and there is no agreement to do or not to do any act or deed except as specifically provided herein.

XII. Acceptance by City

This easement agreement shall not be binding until it has been approved and accepted by the City Council of Ottumwa, Iowa, by Resolution. Said approval and acceptance shall be noted on this agreement.

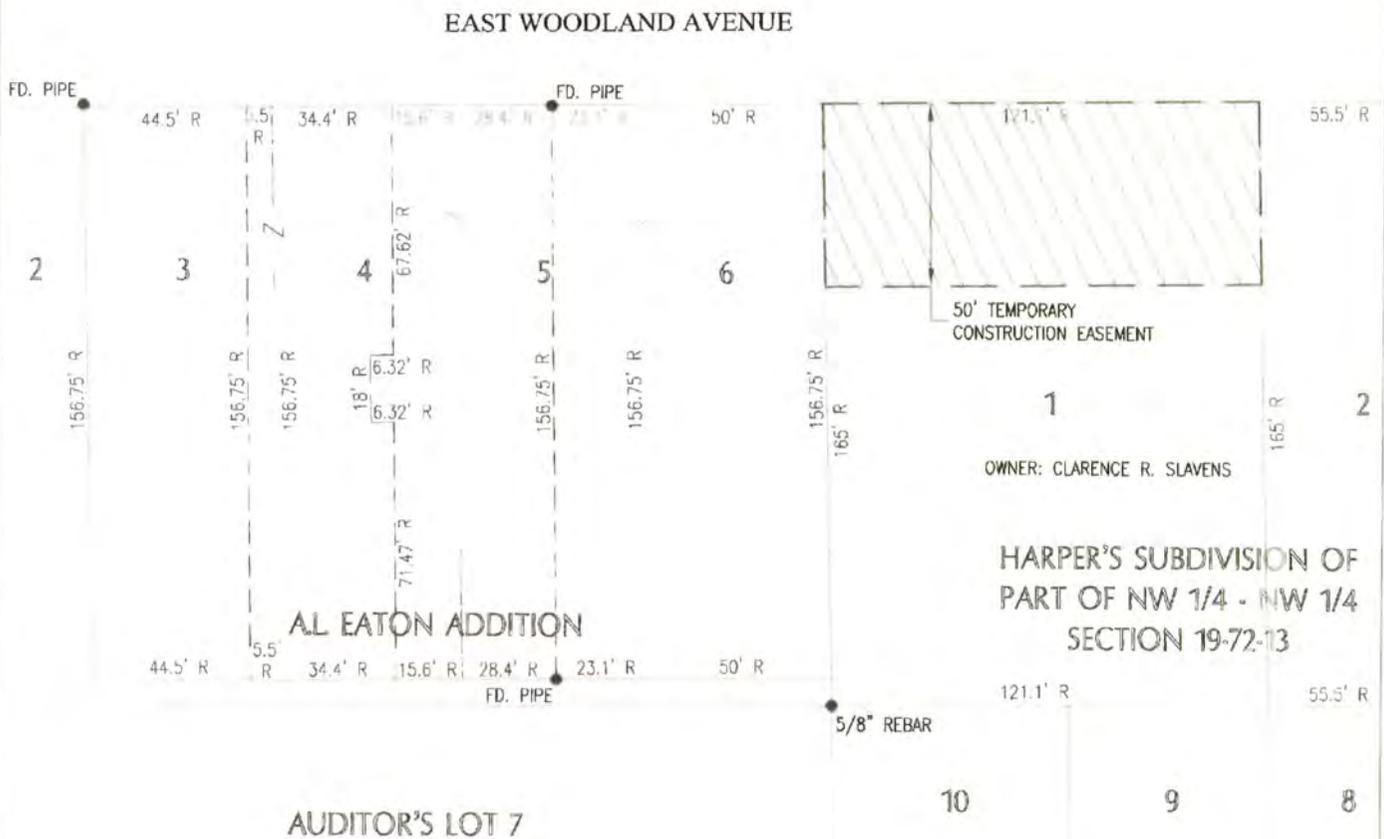


GARDEN & ASSOC.

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

EASEMENT PLAT

A Temporary Construction easement Easement over, under, through and across the North 50 feet of Lot One 1 of Harpers Subdivision of a part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) of Section 19, Township 72 North Range 13 West of the 5th P.M. in the City of Ottumwa, Wapello County, Iowa, containing 5,550 square feet.



= TEMPORARY CONSTRUCTION EASEMENT (5,550 SQ. FT.)

- ▲ = SECTION CORNER FOUND
- △ = SECTION CORNER SET (5/8" X 30" REBAR #11420)
- = PROPERTY CORNER FOUND
- = PROPERTY CORNER SET (5/8" X 30" REBAR #11420)
- M = MEASURED DIMENSION
- R = RECORDED DIMENSION
- P = PLATTED DIMENSION



EASEMENT NO. 8

CITY OF OTTUMWA
LOT 1 OF HARPER'S SUBDIVISION
OF PART OF NW-NW SEC. 19-42-13
CITY OF OTTUMWA, IOWA

DATE: 1-21-21	DRN. TRH	APP.
FLD.BK.	PROJ.NO. 5019275	

DATE OF FIELDWORK: OCTOBER 2020
BASIS OF BEARINGS: IOWA RCS, ZONE 12, RED OAK-OTTUMWA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 16, 2021

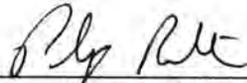
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 63-2021 - a resolution approving a temporary wage rate adjustment for City Planner position.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 63-2021

DISCUSSION:

Since the departure of the City Planning and Development Director on February 23, 2021 there has been a void in areas related to staff supervision and advisor to a few boards / commissions. Long-term staff recommends filling this position through an open search process anticipated to take a few months to fill. In the interim City Planner, Zach Simonson has agreed to assume a majority of the responsibility in addition to his current role. To compensate for the additional degree of responsibility during this temporary period staff is recommending an hourly wage adjustment of \$8.50 (\$340 / week). This amount is roughly 1/2 the difference in compensation between the two positions.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 63-2021

**RESOLUTION APPROVING A TEMPORARY WAGE RATE ADJUSTMENT
FOR CITY PLANNER POSITION**

WHEREAS, the last day of employment for the City Planning and Development Director was February 23, 2021; and

WHEREAS, this departure has created a void in areas of staff supervision and advocacy to some boards and commissions; and

WHEREAS, this City Administration is looking to fill the vacancy in some form by hiring a position to resume these responsibilities at a minimum; and

WHEREAS, Zach Simonson the current City Planner has agreed to step in to assist with assuming a majority of the duties and responsibility of the City Planning and Development Director in the interim, in addition to his current job requirements.

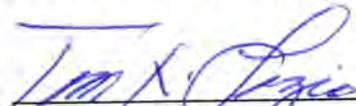
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that Zach Simonson, the current City Planner receive additional compensation due to increased responsibility and authority in the amount of \$8.50 per hour over and above the normal rate of pay retroactive to February 24, 2021; and

BE IT FURTHER RESOLVED, the additional compensation would continue until the replacement for the vacancy created by the departure of the City Planning and Development Director is remedied or upon further action of the City Council; and

BE IT FURTHER RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said resolution.

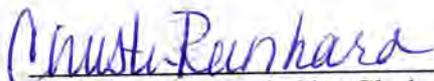
APPROVED, PASSED AND ADOPTED, this 16th day of March, 2021.

CITY OF OTTUMWA, IOWA



Tom Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 16, 2021

Finance
Department

Kala Mulder
Prepared By
Kala Mulder *[Signature]*
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution No 64-2021 Approve the contract with Marco Technologies, LLC to replace the City's phone system, in the amount of \$122,933.64 and authorize the Mayor to sign.

 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 contract with Marco Technologies, LLC in the amount of \$122,933.64 and authorize the Mayor to sign.

DISCUSSION: At the February 16th Council meeting, Marco's RFP was approved to replace the City's phone system. There has been some minor changes to the cost of the contract.

- Hardware Changes:
 - Phones \$2,644
- Licensing Changes:
 - SIP trucks 84 to 80 (\$240)
 - User licensing \$135
 - Law Center - Disaster Recovery lines \$1,225

Maintenance \$1,165
Labor \$2,931
Discount (\$1,288)
Total Difference \$6,572

RESOLUTION NO. 64-2021

RESOLUTION APPROVING CONTRACT TO MARCO TECHNOLOGIES, LLC.

WHEREAS, the City of Ottumwa desires to update the Citywide phone system and:

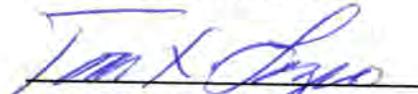
WHEREAS, the City of Ottumwa has negotiated a contract for a phone system from Marco Technologies, LLC.:

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

The contract be entered into with Marco Technologies, LLC in the amount of \$122,933.64 and authorize the Mayor to sign the contract.

APPROVED, PASSED, AND ADOPTED this 16th day of March 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

March 10, 2021

PROPOSAL FOR

CITY OF OTTUMWA
ED WILSON

Prepared By:

Paul Schut

Technology Advisor

515-473-7127

paul.schut@marconet.com

Document Number: 094644



MANAGED SERVICES



AUDIO VISUAL



COPIERS & PRINTERS



BUSINESS IT SERVICES



taking technology further

800.847.3098 • MARCONET.COM



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



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

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

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

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

Products

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



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

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

Subtotal: **\$65,466.00**

5 Years of Maintenance

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



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

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

Subtotal: \$25,125.00

Professional Services Labor

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

Subtotal: \$35,936.27

Mitel MiVoice Business-PSE

ABOUT THIS PROFESSIONAL SERVICES ENGAGEMENT

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

ENGAGEMENT OVERVIEW - DESIRED GOALS AND OUTCOMES - CURRENT SITUATION

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

ENGINEERING - DESCRIPTION OF SERVICES AND DELIVERABLES

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

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



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

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



Table 19: MiCollab for PC Client Requirements

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

Table 20: MiCollab MAC Desktop Client Requirements

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

MiCollab Web Client requirements

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

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

MiCollab for Mobile for requirements

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

MiCollab for Mobile is supported on the following devices:

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

MiVoice Border Gateway on MiCollab Server

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

Mitel Border Gateway - 2 - SIP Proxy

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



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

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

Marco End User Training

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

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

Admin Training is not covered in these courses.

911 Dialing



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

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

■ COORDINATION - DESCRIPTION OF SERVICES AND DELIVERABLES

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

■ CLIENT RESPONSIBILITIES

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

■ SERVICES ASSUMPTIONS, EXCLUSIONS, AND NOTES



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

Quote Summary - One-Time Expenses

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

Payment Options

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

Summary of Selected Payment Options

Description	Amount
One-Time Payment: One-Time Payment	



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

Approval

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

Marco Technologies, LLC

CITY OF OTTUMWA

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

Prepared for: Ed Wilson
 Signature: Tom X. Lazio
 Signed by: Tom X. Lazio
 Title: Mayor
 Date: 3-16-2021
 PO Number: _____
 Email Address: mayor@ottumwa.us

IT - PSP -- CITY OF OTTUMWA



Prepared by:

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

Prepared for:

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

Quote Information:

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

■ Preferred Service Agreement (PSP)

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



Quote Summary - One-Time Expenses

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

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

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

CITY OF OTTUMWA

Signature: Tom X. Lazio
 Name: Ed Wilson Tom X. Lazio, Mayor
 Date: 3-16-2021