



TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 17
Council Chambers, City Hall

June 1, 2021
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 15 on May 14, 2021 and Regular Meeting No. 16 on May 18, 2021 as presented.
2. Approve the appointment of Shayleigh Dunham to the full-time position of Communication Specialist for the Ottumwa Police Department effective June 14, 2021.
3. Civil Service Commission Eligibility Lists for May 26, 2021: Firefighter Entrance, Utility Worker Entrance, Equipment Operator Promotional.
4. Approve the purchase of 3 Naztec Traffic Signal Controllers for the Public Works Department for the total amount of \$13,200.
5. Resolution No. 110-2021, setting July 6, 2021 as the date of Public Hearing on the disposition of City owned property located at 215 North Benton.
6. Beer and/or liquor applications for: Front Runners, with outdoor service area, 837 Church St.; Fraternal Order of Eagles Ottumwa Aerie #114, 109 S. Green St.; American Legion OB Nelson #3, 550 W. Main St.; Appanoose Rapids, with outdoor service area, 332 E. Main St.; Champion Bowl, with outdoor service area, 2601 Roemer Ave.; Owl's Nest, LLC, 116 S. Court; Main Street Ottumwa, temporary outdoor service area for Downtown is Back, June 18, 2021; Parkview Plaza/Hotel Ottumwa, 107 E. Second St. temporary outdoor service area for the following dates: 7/2, 7/9, 7/16, 7/23, 7/30/2021; Ottumwa Elks Lodge 347, temporary outdoor service area 6/23-6/27/21 at the Jimmy Jones Shelter; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Work Session – Human Rights Commission

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. Approve grant application to the Bureau of Justice Assistance to participate in the 2021 Bulletproof Vest Partnership Program, and authorize the Mayor or Chief of Police to sign any related documents as may be required.

RECOMMENDATION: Approve submission of the grant application and authorize the Mayor or

Chief of Police to sign any related documents as may be required.

2. Approve agreement for the Maintenance and Repair of Primary Roads in Municipalities between the City of Ottumwa and the Iowa Department of Transportation (IDOT) and authorize the Mayor to sign.

RECOMMENDATION: Approve the Agreement and Authorize the Mayor to sign.

G. PUBLIC HEARING:

H. RESOLUTIONS:

1. Resolution No. 114-2021, approving a subordination agreement between the City of Ottumwa, County Bank and Andrew D. and Starla M. Weichman.

RECOMMENDATION: Pass and adopt Resolution No. 114-2021.

2. Resolution No. 115-2021, approving an extension of the Agreement with VenuWorks of Ottumwa, LLC for the management of the Bridge View Center.

RECOMMENDATION: Pass and adopt Resolution No. 115-2021.

3. Resolution No. 118-2021, approving Change Order No. 3 in the amount of \$68,646 for the Blake's Branch Sewer Separation Phase 8, Division 1 Project.

RECOMMENDATION: Pass and adopt Resolution No. 118-2021.

4. Resolution No. 120-2021, addressing a Notice of Assignment of Contract Funds and Authorizing the Mayor to sign Letter of Acknowledgement on the 2021 Sidewalk Drop and Detectable Warning Program.

RECOMMENDATION: Pass and adopt Resolution No. 120-2021.

5. Resolution No. 121-2021, approving Change Order No. 1 and accepting the work as final and complete for the 2020 Sanitary Utility Access Program.

RECOMMENDATION: Pass and adopt Resolution No. 121-2021.

6. Resolution No. 122-2021, authorizing the Mayor to execute Iowa DOT Preconstruction Agreement No. 2021-6-092 for Highway 149 Resurfacing Project.

RECOMMENDATION: Pass and adopt Resolution No. 122-2021.

7. Resolution No. 124-2021, approving the Professional Services Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. for the Blake's Branch CSO Phase 8, Division 1, East of Iowa Ave Separation Project.

RECOMMENDATION: Pass and adopt Resolution No. 124-2021.

8. Resolution No. 125-2021, approving the Professional Services Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. for professional services during the design and construction

of CSO, Phase 8, Division 2 , Blake's Branch Project.

RECOMMENDATION: Pass and adopt Resolution No. 125-2021.

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

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 5/28/21 TIME: 8:30 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #17 to be held on
6/01/2021 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 3547
DEPT. ID 4717
PGS. 4
TX INCOMPLETE -----
TRANSACTION OK 916606271885
96823269
ERROR 96847834
96828482

KTVO
Ottumwa Waterworks
Ottumwa Courier
Tom FM



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*** TX REPORT ***

JOB NO.	3547	
DEPT. ID	4717	
ST. TIME	05/28 08:25	
SHEETS	4	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	916606271885	KTVO
	96823269	Ottumwa Waterworks
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MEMO: Tentative Agenda for the Regular City Council Meeting #17 to be held on 6/01/2021 at 5:30 P.M.

OTTUMWA CITY COUNCIL MINUTES

Item No. B.-1.

SPECIAL MEETING NO. 15
Council Chambers, City Hall

May 14, 2021
12:00 O'Clock P.M.

The meeting convened at 12:01 P.M.

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

Dalbey moved, seconded by Meyers to approve the agenda as presented. Motion carried 3-0 vote.
Council Member Berg and Roe were absent.

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

Meyers moved, seconded by Stevens that Res. No. 102-2021, approving the COVID-19 Relief Recreational Trails Program Application for the Oxbow Lagoon Link Trail and authorizing the Mayor to sign the application, be passed and adopted. City Engineer Burgmeier showed drone footage of the route this project will take; will run along the lagoon area behind Church St., to Richmond, along-side the roundabout on Wapello to connect with trail in the Greater Ottumwa Park. This will link the park, existing trails around the park, the Oxbow with the Milner Neighborhood Trail. It will also provide non-motorized access to businesses located along Richmond Ave and Church St. around the Oxbow Lagoon. Motion carried 3-0 vote. Council Member Berg and Roe were absent.

There being no further business, Dalbey moved, seconded by Stevens that the meeting adjourn. Motion carried 3-0 vote. Council member Berg and Roe were absent.

Adjournment was at 12:08 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 16
Council Chambers, City Hall

May 18, 2021
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Roe moved, seconded by Berg to approve the following consent agenda items: Mins from Special Mtg. No. 13 on April 27, 2021 and Regular Mtg. No. 14 on May 4, 2021 as presented; Ack. of April financial rpt. and pymt. of bills as submitted by the Finance Dept.; Recommend appointment of Michael McDonough to the Planning and Zoning Commission, term to exp. 4/1/2024 due to a vacancy; Approve appointment of Zach Simonson to full-time Dir. of Community Development for the City of Ottumwa, Adoption of FY22 Salary Schedule for Non-Represented Employees; Approve purchase of a used vehicle for use as Airport Courtesy Vehicle for Ottumwa Reg Airport for \$9,500; Approve purchase of five (5) 2021 Ford Utility Police Interceptor Utility vehicles from Stiver's Ford of Waukee, IA for \$174,890 and purchase police equip. necessary for basic police functions in the amount of \$61,625 from Racom Corp.; Res. No. 101-2021, approving the City's Wellness Program – Healthy Choice\$ Services Agt. to be provided by ORHC, term to end May 23, 2022; Res. No. 103-2021, approving contract, bond, and cert. of ins. for the 2021 Sidewalk Drop & Detectible Warning Installation Program; Res. No. 104-2021, approving contract, bond, and cert. of ins. for the 2021 Sanitary Utility Access Program; Res. No. 105-2021, approving contract, bond, and cert. of ins. for the 2021 Catch Basin Replacement Program; Res. No. 106-2021, approving contract, bond, and cert. of ins. for the River Wall Extension Project; Res. No. 108-2021, approving Wapello County/City of Ottumwa Law Enforcement Center Maintenance Budget for FY ending June 30, 2022; Beer and/or liquor applications for: Parkview Plaza (Hotel Ottumwa), 107 E. Second; Walgreens #1301, 327 W. Fourth; Casey's Gen. Store #1678, 346 Richmond; Casey's Gen. Store #1886, 504 W. Mary; Casey's Gen. Store #7, 1001 E. Main; Casey's Gen. Store #2208, 1603 W. Second; all applications pending final inspections. Before vote, Council Member Meyers requested discussion on Items 4, 5 and 7; he also requested clarification as to why resolutions are included in the consent agenda. All ayes.

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

City Admin. Rath gave Tim Richmond, Wapello County Emergency Mgmt. Agency, the floor to discuss a Letter of Interest to purchase public property. Prior to COVID-19, people hadn't heard much about EMA; today, we are looking to find a full time emergency center instead of borrowing spaces from other entities; the prior transit bldg. has all of the features needed by our EMA and would like to look at options to purchase this property so services may continue for Ottumwa and Wapello County. City Admin. Rath stated he has reached out to IADOT to determine our obligations and opportunities for the use of this bldg.; will continue to work with the state for a final number should this be something Council wishes to move forward with. Looking for a general consensus of council to proceed; Mayor Lazio stated he sees heads nodding, okay to proceed.

City Admin. Rath provided a reminder on the discharging of fireworks to the general public; this is limited to the fourth of July from 4-10:30 P.M. only.

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

This was the time, place and date set for a public hearing on disposition of city owned property described as the South 41 feet of Lots 10 and 11 in Devins Add to the City of Ottumwa, Wapello County, IA commonly known as 510 N. Market. Dir. of Community Development Simonson reported three bids were rec'd. No objections were rec'd. Roe moved, seconded by Stevens to close the public hearing. All ayes.

Meyers moved, seconded by Roe that Res. No. 83-2021, accepting the bid and approving the sale of City owned property described as the South 41 feet of Lots 10 and 11 in Devins Add to the City of Ottumwa, Wapello County, IA commonly known as 510 N. Market to Fred Ver Schuure for \$5,176, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing on the Proposed Amendment to the FY21 City Budget. Finance Dir. Mulder reported this amendment will not increase the property tax levy. She reported the biggest change is that of transit – we eliminated this fund the past yr and didn't know when we approved the budget that this would occur; she further explained addition of 2021 Bond Proceeds in Other financing sources, capital projects and transfers in/out, revenue line items adjustments, reductions effected from COVID-19 and increases from relief pkg., LOST and bonding for CIP, Airport fund and transit funds amended for changes in operations. No objections were rec'd. Dalbey moved, seconded by Roe to close the public hearing. All ayes.

Roe moved, seconded by Dalbey that Res. No. 90-2021, amending the annual budget for the FY ending June 30, 2021, be passed and adopted. All ayes.

Dalbey moved, seconded by Berg that Res. No. 107-2021, accepting the work as final and complete and approving the final pay request for the 2020 Roofing Improvements Project, be passed and adopted. PW Dir. Seals reported Hawkeye Enterprise Roofing and Coating of Cincinnati, IA, has completed the work according to plans & specs. for the WPCF Maintenance Roof, WPCF Airport Pump Station and Fire Station #1 Dormitory Roof. Contract was awarded for \$111,263; CO#1 increased the contract by \$6,380, making the total contract \$117,643. Final pymt. \$5,882.15 will release all retainages of the project. All ayes.

Meyers moved, seconded by Berg that Res. No. 109-2021, lifting the Moratorium on sale of City-owned vacant lots and adopting the fourth amended Policy No. 42-2004, for the disposition of City-owned properties, be passed and adopted. Dir. of Community Development Simonson reported last May the Council approved Res. No. 101-2020 that placed one yr. moratorium on the sale of city-owned vacant lots suitable for development unless purchaser signed a development agt. to build. The Planning Dept. revised Policy 42-2004 to reflect the following: The Dir. of Community Development will review current inventory of vacant lots and any lot acquired in the future to determine if it is suitable for development. If a lot is suitable for development, the sale will require a development agt. to build on that for a permitted use. Criteria for evaluation will include minimum lot dimensions for the zoning district, topographic suitability without substantial excavation or fill and the density of vacant or blighted property in a neighborhood as relates to its suitability for urban renewal. The dir will send notices to property owners adjacent to lots not suitable for development to advertise their availability for sale. The goal of these notices is to reduce the inventory of non-buildable lots and thus mowing cost and liability incurred by the City. Restriction on buyers who do not own adjoining property from buying for green space. Buyers without adjoining property would have no legal use for the lot and these transactions have resulted in buyers neglecting or misusing property. Creation of a program to sell lots in residential districts that are unsuitable for housing to nonprofits for community gardens. Lots could be sold for \$1.00 but the purchasing organization is required to demonstrate nonprofit status and the ability to maintain the lot.

Council person Berg asked if we can have an active map on our city website that shows available lots and advertise this process. All ayes.

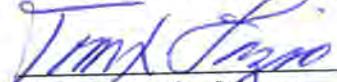
Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. There were none.

He reported a meeting was held with Canadian Pacific Railroad to address concerns on Blackhawk Rd. The County Sheriff, County Supervisor, City staff and a number of citizens were in attendance and there have been some adjustments made that are making a difference.

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

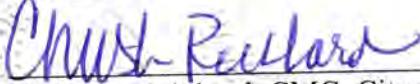
Adjournment was at 6:31 P.M.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



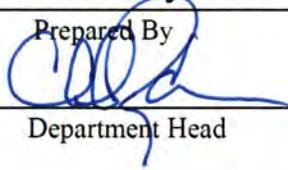
Christina Reinhard, CMC, City Clerk

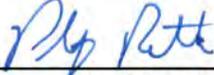
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 1, 2021

Police
Department

Lt. Mickey Hucks
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Approve the appointment of Shayleigh Dunham to the full-time position of Communication Specialist for the Ottumwa Police Department.

****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, this item will not be placed on the agenda.

RECOMMENDATION: Approve the appointment of Shayleigh Dunham to the full-time position of Communication Specialist for the Ottumwa Police Department effective June 14, 2021.

DISCUSSION: The appointment of Shayleigh Dunham will fill an opening caused by the resignation of Amber Paull. Dunham graduated from Ottumwa High School in 2019 and is currently attending Indian Hills Community College. Dunham is on the current civil service list and this position is included in the 2020/2021 Police Department budget. This appointment is pending test results.

OTTUMWA CIVIL SERVICE COMMISSION

FIREFIGHTER – Entrance Eligibility List

1. Gabriel Alvarez
2. Timothy Davidson

Certified May 26, 2021

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chair
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

UTILITY WORKER – Entrance List

1. Nicholas Paxton
2. Justin Bassett

Certified May 26, 2021

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

OTTUMWA CIVIL SERVICE COMMISSION

EQUIPMENT OPERATOR – Promotional List

1. Tom Rea
2. Doyle Moore
3. Frank Stanton
4. Steve Graham

Certified May 26, 2021

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 1, 2021

<p>_____ Electrical Department</p>	<p>_____ Chad Carlson Prepared By</p> <p>_____ Larry Seals Department Head</p> 
<p>_____  City Administrator Approval</p>	

AGENDA TITLE: Approve the purchase of three (3) Naztec Traffic Signal Controllers totaling \$13,200.00.

****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 three (3) Naztec Traffic Signal Controllers totaling \$13,200.00.

DISCUSSION: Traffic Signal Controllers are the brains of the Traffic Signal. These controllers are programmed with preset timings for each phase and have set intervals for each color light display of the signal. It is also the component that receives input from loop detectors in order to alter pre-set times within the controller to convey traffic through an intersection as efficiently as possible. If a controller is damaged due to lightning or other issues, the intersection goes into a fail state, and will only display the alternating red flashing light.

To date, the City of Ottumwa owns and maintains 19 Traffic Signals. One (1) of these new controllers will be used to swap out an antiquated controller, and the remaining two (2) will be kept for backups in the case of damage.

This purchase was included and approved of in the 2020/2021 budget.

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

**TRAFFIC AND
TRANSPORTATION
PRODUCTS, LIMITED (TATPL)**

FACSIMILE TRANSMISSION COVER SHEET

DATE: MAY 24, 2021

23107 ROUTE 2 AND 92
PORT BYRON, ILLINOIS 61275
www.tatpl-traffic.com
PHONE: (309) 523-3425
FAX: (309) 523-3317

TO: City of Ottumwa, IA
ATTN: Brian Lewis
Public Works Department
550 Gateway Drive
Ottumwa, IA 52501

SUBJECT:
QUOTATION - CITY OF OTTUMWA, IA.
BID DATE - MAY 24, 2021.
TRAFFIC SIGNAL CONTROLLER.

DELIVERY A.R.O.: SEE NOTES.
FREIGHT F.O.B. ORIGIN: PREPAID & ALLOWED.
QUOTATION FIRM 30 CALENDAR DAYS.
NO SALES TAXES INCLUDED.
TERMS: NET 30 DAYS; WITH PRIOR
APPROVED CREDIT.

TOTAL NUMBER OF PAGES (INCLUDING THIS COVER SHEET): ONE (1).
IF TOTAL PAGES INDICATED ABOVE NOT RECEIVED, PLEASE CALL IMMEDIATELY.

LINE #	QTY.	DESCRIPTION	UNIT	EXTENDED
	3	TRAFFICWARE/NAZTEC TRAFFIC SIGNAL CONTROLLER.	\$4,400.00	\$13,200.00

(PLEASE READ ALL NOTES CAREFULLY.)

NOTES:

1. DELIVERY IS 30 TO 45 DAYS AFTER RECEIPT OF ORDER; OR, 30 TO 45 DAYS AFTER RECEIPT OF APPROVED DATA SHEET SUBMITTALS, WHEN DATA SHEET SUBMITTALS ARE REQUIRED. **IMPORTANT NOTICE** - DUE TO THE SITUATION WITH THE COVID-19 VIRUS, THIS DELIVERY INFORMATION IS SUBJECT TO CHANGE BASED ON OUR ABILITY TO OBTAIN MATERIAL.
2. THE **CONTRACTOR IS RESPONSIBLE** FOR THE COLLECTION AND PAYING OF ALL SALES TAXES APPLICABLE TO THE PURCHASE OF ANY EQUIPMENT CONTAINED IN THIS QUOTATION.
3. THE PRICES QUOTED ON PAGE ONE OF THIS QUOTATION ARE BASED ON THE FULL CONTENT OF ALL LINE ITEMS AS A WHOLE.
4. TRAFFIC AND TRANSPORTATION PRODUCTS, LIMITED RETAINS TITLE TO ALL EQUIPMENT UNTIL PAID IN FULL.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL IMMEDIATELY FOR CLARIFICATION.

SIGNED: *James R. Conner*
JAMES R. CONNER

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 1, 2021

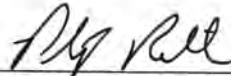
Planning & Development
Department

Jody Gates

Prepared By

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 110 - 2021, a resolution setting July 6, 2021 as the date of a Public Hearing on the disposition of City owned property located at 215 N. Benton

****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. 110 - 2021

DISCUSSION: The City is accepting bids on this property until June 29, 2021. The successful bidder will be identified at that time and the bid will be brought to the July 6, 2021 City Council meeting.

Source of Funds: 151-3-342

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 110 - 2021

A RESOLUTION SETTING JULY 6, 2021 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT 215 N. BENTON

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as a Part of Lot 17 and the Northeast 4 feet of Lot 16 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa beginning at the South corner of Lot 17, thence Northeast along North Benton Street 28.7 feet; thence Northwest parallel to the Northeast line of said Lot 17, a distance of 140 feet to the alley in the rear; thence Southwest along said alley 32.7 feet to a point 4 feet Southwest from the North corner of said Lot 16; thence Southeast parallel to the Northeast line of said Lot 16; thence Southeast parallel to the Northeast line of said Lot 16; a distance of 140 feet to North Benton Street; thence Northeast 4 feet to the place of beginning and the Northeast Half of Lot 17 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa, being the Northeast 30 feet thereof, except the following part thereof; Beginning at the North Corner of said Lot; thence Southwest along the Northwest line of said lot, 3 feet; thence Southeast parallel with the Northeast line of said lot, 52 ½ feet; thence Northeast 3 feet to the Northeast line of said lot; thence Northwest along the Northeast line of said lot to the place of beginning, commonly known as 215 N. Benton; and

WHEREAS, the above described property is a placarded house on two lots which will be sold to be repaired to meet the minimum housing standards or demolished; and

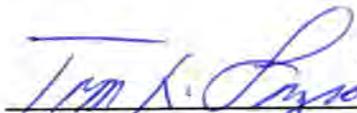
WHEREAS, the City will dispose of the property to the successful bidder.

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

That the 6th day of July 2021 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to the highest bidder and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 1st day of June 2021.

City of Ottumwa, Iowa


Tom X. Lazio, Mayor

ATTEST:



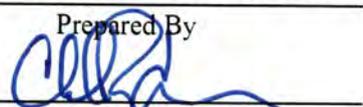
Christina Reinhard, City Clerk

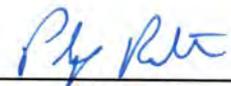
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 1, 2021

Police
Department

Lt. Mickey Hucks
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Consideration of grant application to the Bureau of Justice Assistance to participate in the 2021 Bulletproof Vest Partnership Program.

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

DISCUSSION: Bulletproof vests have a life span of five years. As a result, the Department currently budgets for the purchase of 5 to ten vests per year depending on the need. This grant will cover purchases made between April 1, 2021 and August 31, 2023.
The Bureau of Justice Assistance has established the Bulletproof Vest Partnership Program in order to assist law enforcement agencies with purchasing bulletproof vests for their officers. The program will reimburse up to 50% of the cost of vests after they have been purchased. The actual percentage of reimbursement will be determined at a later date and will depend upon the number of total applications. The application and

Source of Funds:

Budgeted Item: Budget Amendment Needed: No

reimbursement process is conducted over the Internet. The application will request five (5) vests in the amount of \$4975 for a possible reimbursement of \$2488. The application must be submitted online by 6:00 p.m. (Eastern Time), June 14, 2021.

MANAGE APPLICATION



Application Profile



Application



NIJ Approved Vests

Submit Application

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

APPLICATION PROFILE

Participant	OTTUMWA CITY
Fiscal Year	2021
Number of Agencies Applied	1
Total Number of Officers for Application	40
Number of Officers on Approved Applications	40

APPLICATION PROFILE

Fiscal Year	2021
Vest Replacement Cycle 	5
Number of Officers	40
Number of Emergency Stolen or	0

Replacement Damaged Needs

Number of Officer Turnover 0

[VIEW/UPDATE APPLICATION](#)

Vests for 2021 Regular Fund

Model Name	Quantity	Specification	Gender	Unit Price	Total Cost
+ RZRG2-A-III A	4	III A	N	\$995.00	\$3,980.00
+ RZRG2-A-III A-FEM	1	III A	F	\$995.00	\$995.00
+ Grand Totals	5				\$4,975.00

[PROCEED TO REVIEW APPLICATION](#)

[ADD VESTS TO APPLICATION](#)

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 1, 2021

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Approving Agreement for the Maintenance and Repair of Primary Roads in Municipalities between the City of Ottumwa and the Iowa Department of Transportation (IDOT) 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 Agreement and authorize the Mayor to sign.

DISCUSSION: This is our standard agreement with the Iowa Department of Transportation outlining who is responsible for items within the City of Ottumwa in areas where we have joint jurisdiction.

This Agreement will be in effect for a five year period from July 1, 2021 to June 30, 2026.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:



**Agreement for Maintenance and Repair of
Primary Roads in Municipalities**

This Agreement made and entered into by and between the Municipality of Ottumwa, Wapello County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

I. The Department shall maintain and repair:

A. Freeways (functionally classified and constructed)

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)

1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
5. Vehicular Bridges: Structural maintenance and painting as necessary.
6. Provide bridge inspection.

C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

D. City Streets Crossing Freeway Rights of Way (See II.C)

1. Roadsides within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

II. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Removal of trees as necessary and the trimming of tree branches as necessary.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes on the cross street.
3. Remove snow on the cross street, including bridges over the freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.
6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
- B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
- C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
- D. To comply with the current Utility Accommodation Policy of the Department.
- E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five year period from July 1, 2021 to June 30, 2026

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

City of Ottumwa

MUNICIPALITY

By



Date

6-01-2021

IOWA DEPARTMENT OF TRANSPORTATION

BY

District Engineer

Date

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 1, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson *ZS*
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution No. 114 - 2021, a resolution approving a subordination agreement between the City of Ottumwa, County Bank and Andrew D. and Starla M. Weichman

****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. 114 - 2021

DISCUSSION: The Weichman's participated in the NSP grant program, which provided stimulus funds to assist with new home building. The NSP program requires a 15 year occupancy term. The City traditionally sits in a second position on mortgages for housing grant programs in cases where mortgages are refinanced. No terms or conditions of the NSP grant will change.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO: 114 - 2021

A RESOLUTION APPROVING A SUBORDINATION AGREEMENT BETWEEN
THE CITY OF OTTUMWA, COUNTY BANK AND ANDREW D. AND STARLA M. WEICHMAN

WHEREAS, City of Ottumwa holds a Mortgage to secure credit in the amount of \$52,085.00, given by Andrew D. Weichman and Starla M. Weichman, married to each other to the City of Ottumwa dated April 13, 2010, filed October 2, 2012, in Book 2012, on Page 4319 in the office of the Wapello County Recorder; and

WHEREAS, the real estate is legally described as the West Half of Lot 22 in Block 3 in MCCULLOUGH'S ADDITION to the City of Ottumwa, Wapello County, Iowa. AND East of Lot 22 in Block 3 in MCCULLOUGH'S ADDITION to the City of Ottumwa, Wapello County, Iowa; and

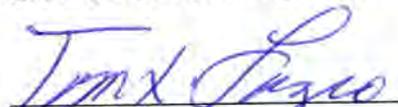
WHEREAS, County Bank took a Mortgage in the amount of \$198,400.00 given by Andrew D. Weichman and Starla M. Weichman, husband and wife as joint tenants with right of survivorship to County Bank dated February 13, 2015, filed February 24, 2015, in Book 2015, on Page 0593, in the office of the Wapello County Recorder; and

WHEREAS, City of Ottumwa has agreed to subordinate its mortgage lien filed October 2, 2012 to the new mortgage lien to be created in favor of County Bank.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, City of Ottumwa hereby agrees to subordinate its mortgage lien filed October 2, 2012 in Book 2012, on Page 4319 encumbering the above-described real estate, to the Mortgage in the amount of \$198,400.00 given by Andrew D. Weichman and Starla M. Weichman, husband and wife as joint tenants with right of survivorship to County Bank dated February 13, 2015, filed February 24, 2015, in Book 2015, on Page 0593, in the office of the Wapello County Recorder. The City of Ottumwa agrees that the mortgage held by the City of Ottumwa shall be junior and subordinate to the mortgage lien held by County Bank as if the County Bank mortgage lien had been filed prior in time to the City of Ottumwa mortgage. That the Mayor of the City of Ottumwa, Iowa, is hereby designated and authorized to sign the Subordination Agreement.

Approved, passed and adopted the 1st day of June 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Chris Reinhard, City Clerk

REAL ESTATE SUBORDINATION AGREEMENT

This Real Estate Subordination Agreement ("Agreement") is executed as of June 1, 2021, by City of Ottumwa (GRANTOR), in favor of County Bank (GRANTEE), its successors and/or assigns.

WHEREAS, City of Ottumwa holds a Mortgage to secure credit in the amount of \$52,085.00, given by Andrew D. Weichman and Starla M. Weichman, married to each other to the City of Ottumwa dated April 13, 2010, filed October 2, 2012, in Book 2012, on Page 4319 in the office of the Wapello County Recorder. The real estate is legally described as follows:

West Half of Lot 22 in Block 3 in MCCULLOUGH'S ADDITION to the City of Ottumwa, Wapello County, Iowa. AND East of Lot 22 in Block 3 in MCCULLOUGH'S ADDITION to the City of Ottumwa, Wapello County, Iowa.

WHEREAS, County Bank took a Mortgage in the amount of \$198,400.00 given by Andrew D. Weichman and Starla M. Weichman, husband and wife as joint tenants with right of survivorship to County Bank dated February 13, 2015, filed February 24, 2015, in Book 2015, on Page 0593, in the office of the Wapello County Recorder.

WHEREAS, City of Ottumwa has agreed to subordinate its mortgage lien filed October 2, 2012 to the new mortgage lien to be created in favor of County Bank

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained herein and other good and valuable consideration, City of Ottumwa hereby agrees to subordinate its mortgage lien filed October 2, 2012 in Book 2012, on Page 4319 encumbering the above-described real estate, to the Mortgage in the amount of \$198,400.00 given by Andrew D. Weichman and Starla M. Weichman, husband and wife as joint tenants with right of survivorship to County Bank dated February 13, 2015, filed February 24, 2015, in Book 2015, on Page 0593, in the office of the Wapello County Recorder. The City of Ottumwa agrees that the mortgage held by the City of Ottumwa shall be junior and subordinate to the mortgage lien held by County Bank as if the County Bank mortgage lien had been filed prior in time to the City of Ottumwa mortgage.

City of Ottumwa

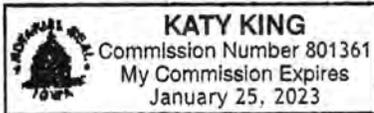
By: Tom L. Lizio Mayor
By: Christa Reinhard, City Clerk

STATE OF Iowa)
COUNTY OF Wapello) ss:

On this 1st day of June, 2021, before me, the undersigned, a Notary Public in and for the State

of Iowa, personally appeared Tom X. Lazio and Chris Reinhard to me
personally known to be the Mayor and City Clerk of the
City of Ottumwa, respectively, who, being by me duly sworn, did say that the instrument was signed on behalf of the City of
Ottumwa by authority of its Board of Directors; and acknowledge the execution of the instrument to be the voluntary act and
deed of the City of Ottumwa.

Katy King
Notary Public in and for the State of I-25-2023



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jun 1, 2021

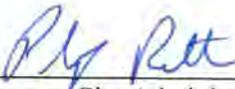
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 115-2021 - a resolution approving an extension of the Agreement with Venu Works of Ottumwa, LLC for the management of the Bridge View Center

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 115-2021

DISCUSSION:

Addendum II provides for the continued operation and management of the Bridge View Center by VenuWorks of Ottumwa, LLC. The original Agreement began on Nov. 1, 2011 and was extended on July 1, 2016. VenuWorks has provided resources during the recent pandemic as well as reduced expenses by furloughing employees and executing pay reductions. The extended Agreement expires June 30, 2024 with an opportunity to extend for an additional three year term. Addendum II focuses on cleaning up the language regarding financial support and obligations between the City and VenuWorks. It provides for Cost Of Living Adjustments to the management and operational support fees and increases the maximum penalty for failure to perform.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 115-2021

**RESOLUTION APPROVING AN EXTENSION OF THE AGREEMENT
WITH VENUWORKS OF OTTUMWA, LLC FOR
THE MANAGEMENT OF THE BRIDGE VIEW CENTER**

WHEREAS, the City of Ottumwa, desires to contract for the provision of management services for the Bridge View Center, an events center owned by the City; and

WHEREAS, the City of Ottumwa's current contract with Venu Works of Ottumwa, LLC to provide such services is set to expire on June 30, 2021; and

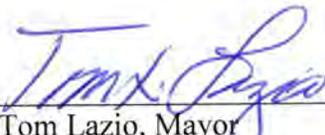
WHEREAS, the City of Ottumwa desires to extend its current Management Agreement for an additional three year period – July 1, 2021 through June 30, 2024 with principal elements of the Agreement modified as referenced in Addendum II.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa, that the proposed Addendum II (a copy of which is attached hereto for reference) between the City of Ottumwa and Venu Works of Ottumwa, LLC is hereby approved thereby extending the Agreement for the additional three year period.

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

APPROVED, PASSED AND ADOPTED, this 1st day of June, 2021.

CITY OF OTTUMWA, IOWA



Tom Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

MANAGEMENT AGREEMENT

Addendum II

This Management Agreement Addendum II ("Addendum II") is made and entered into as of ^{June}~~May~~ 1, 2021, by and between the City of Ottumwa, a municipal corporation established pursuant to the laws of the State of Iowa ("**CITY**" or "**Owner**") and VenuWorks of Ottumwa, LLC, an Iowa limited liability corporation, with offices at 4611 Mortensen Road, Suite 111, Ames, Iowa, 50014 ("**VENUWORKS**" or "**Operator**").

RECITALS

WHEREAS, **CITY** is the Owner of a place of public gatherings and events known as the Bridge View Center, which opened in 2007 and includes a theatre, exhibition hall, meeting rooms, outdoor grounds, parking lot and other areas for public event, hereinafter referred to as the "Facility"; and

WHEREAS, The Bridge View Center, Inc. ("**BVCI**" or "**Board**") is a 501(c)(3) nonprofit Iowa corporation that assists the **CITY** in serving the Facility as an advisor to the Operator through the **CITY**; and

WHEREAS, **VENUWORKS** is in the business of providing management, operation, marketing, and food and beverage services to similar facilities, and possesses the knowledge and expertise to manage and market the Facility; and

WHEREAS, **VENUWORKS** is a wholly owned subsidiary of VenuWorks, Inc. ("**VWI**"), and enjoys the benefits of a services contract with VWI for on-going corporate-based support, guidance and consultation to be provided to **VENUWORKS** by VWI in the completion of **VENUWORKS**' responsibilities as defined herein; and,

WHEREAS, **CITY** entered into a Management Agreement with **VENUWORKS** effective November 1, 2011, ("**The Agreement**") and Addendum I effective July 1, 2016 extending the term of the Agreement, both of which are hereby incorporated along with their Exhibits into this Addendum II; and

WHEREAS, **CITY** and **VENUWORKS** are desirous of extending the Agreement, with certain modifications and updates, as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein and

other consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Article 2 of the Agreement is hereby deleted, and replaced by the following language:

ARTICLE 2

COMMENCEMENT DATE AND TERM

This Renewal Period shall be for a term of three (3) years, commencing on July 1, 2021 and expiring on June 30, 2024. Unless terminated earlier as set forth herein, the Agreement may be renewed by mutual consent of both parties for an additional renewal term of three (3) years.

2. Article 5 of the Agreement is hereby deleted, and replaced by the following language:

ARTICLE 5

THE MANAGEMENT FEES

5.1 Base Management Fee. For the term of the Renewal, the **CITY** shall pay **VENUWORKS** a Base Management Fee. Payments for Base Management Fees will be due to **VENUWORKS** by the 15th day of the month for which the management fee is earned. Beginning on July 1, 2021, the monthly fee shall increase to \$5637.50. On July 1st of each subsequent year of the Renewal Period, the Base Management Fees shall be increased by an inflationary factor of two and one-half percent (2.5%).

5.2 Operating Expense and Cash Flow Funding. The parties acknowledge the presence of costs to the facility regardless of operator. To account for costs such as utilities, facility maintenance, and other operating expenses as more fully defined in Exhibit A, the **CITY** agrees to contribute an annual amount for Operational Support into the CITY Operating Account identified in Section 3.3.14 above and subject to the conditions outlined in the Memorandum of Understanding executed between the parties on March 28, 2016. Beginning July 1, 2021, the annual Operational Support shall be \$291,100. Each fiscal year thereafter during this Renewal Term, the Operational Support shall be increased by the inflationary factor of two and one-half percent (2.5%).

<u>Fiscal Year</u>	<u>Operating Support Amount</u>
FY 2022	\$291,100
FY 2023	\$298,378
FY 2024	\$303,837

5.3 Commissions to be paid to VENUWORKS. The CITY shall pay to VENUWORKS a commission on the gross sales of food and beverages in the Facility. The commission rate shall be on Gross Sales, defined as total sales, minus applicable sales taxes. The rate of commissions paid shall be as follows:

<u>Annual Gross Food & Beverage Sales</u>	<u>Applicable Commission Rate</u>
▪ 0 to \$475,000	5% commission rate
▪ \$475,001 to \$600,000	8% commission rate
▪ Over \$600,001	10% commission rate

Commissions will be due to VENUWORKS by the 30th day of the month following the month in which the Revenues were realized.

5.4 VENUWORKS' Penalty in the event of a Budget Shortfall: It is mutually agreed upon by both parties VENUWORKS shall pay a penalty to the CITY following any fiscal year in which the Facility operation, under VENUWORKS management, fails to meet a balanced budget for the Facility for that year. The Parties acknowledge that the Facility may require a subsidy from the CITY to fund all operating expenses.

In any Fiscal Year that the Facility operation requires financial support in excess of the Operational Support as identified in Section 5.2, VENUWORKS will fund the amount of the budget shortfall as follows:

- ❖ \$1 - \$50,000 50% of the shortfall
- ❖ \$50,001 - \$75,000 100% of the shortfall.

The amount by which VENUWORKS funds the shortfall shall be reduced each year by the

following:

- Repairs and Maintenance to the Facility, Grounds, Facility Systems including but not limited to HVAC systems, and other Equipment the repair and/or replacement cost of which qualifies the expenditure as a Capital Improvement, Capital Repair, Emergency Repair due to a failed system or equipment repair necessary to keep the Facility operational which was not contemplated in the fiscal year operating budget, all as identified in the Memorandum of Agreement between the parties dated March 28, 2016.
- Expenses resulting from action taken unilaterally by the City of Ottumwa outside of VenuWorks control.

3. Article 6 is hereby amended to include the following:

ARTICLE 6
PAYMENT OF MANAGEMENT FEES,
AND OPERATING EXPENSES

6.1 Operating Expense and Cash Flow Funding. As referenced in Section 3.3.14 above, Operator shall pay all items of expense for the operation, maintenance, supervision and management of the Facility from the funds in the Operating Account, which Operator may access as needed and as provided in this Agreement. The Operator will also be paid its Commission Fee, payable with respect to the current calendar month from this account.

(i) The parties will agree on a rolling twelve (12) month cash flow budget for each Operating Year and the Operating Account shall be funded, throughout the initial term and any renewal term of this agreement, Quarterly, with amounts generated by operation of the Facility (as described in the sections above), or otherwise made available by the Owner. To ensure sufficient funds are available in the Operating Account, Owner will deposit in the Operating Account, on or before the Commencement Date, the budgeted or otherwise approved expenses for the quarter beginning on the Commencement Date. The Owner shall thereafter, on or before the 1st day of each succeeding quarter following the Commencement Date, deposit (or allow remaining) in the Operating Account the budgeted

or otherwise approved expenses for each such quarter. The Operator will provide the Owner with a rolling twelve (12) month cash follow forecast (as defined in Exhibit B) no less than ten (10) days prior to the end of each quarter, to be used to reconcile and as necessary by the Owner, replenish the Operating Account. For clarity, the amount used by Owner to initially fund the Operating Account on the Commencement Date, will be considered Owner's working capital and any unused or uncommitted funds shall be subject to eventual repayment as delineated in Exhibit B or as otherwise determined by the Parties. Operator will make reasonable efforts each quarter to reduce the amount of working capital needed by the Facility. Operator shall utilize all funds so advanced for working capital pursuant to its cash management policies.

(ii) The Operator shall not be required to, and shall not, pay for or advance any of its own funds to pay for any Operating Expenses, except the Operator may in its discretion advance its own funds for the payment of any approved and budgeted Operating Expense (such as approved and budgeted centralized services expenses such as payroll processing or insurance expenses or marketing expenses or media buys related to the Facility). In such case, Operator shall be promptly reimbursed for such advances.

6.2 Insufficient Funds. In the event that the **CITY** Operating Account is projected by **VENUWORKS** to be insufficient to cover the Operating Expenses plus the Base Management Fee and any Commissions Fee, if any, due and payable during any Quarter (the "Quarterly Deficiency"), then the Quarterly Deficiency shall be advanced by **CITY** into the **CITY** Operating Account pursuant to the schedule and conditions contained in Exhibit B Cash Flow Forecasts and the terms of Section 5.4 **VENUWORK'S** Penalty in the Event of a Budget Shortfall.

6.3 Monthly Meetings. Representatives of **VENUWORKS'** on-site management and the **CITY** and/or **BVCI** Board shall meet each month to review revenues and operating expenses for the prior calendar month. **VENUWORKS** corporate representatives shall meet, at a minimum, quarterly with the **CITY** and/or **BVCI** Board to monitor performance and discuss operations.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum II to the Agreement to be executed on the day and year first above written.

For **CITY**

BY

Frank Lopez

6-1-2021

DATE

Its Mayor

Attest:

City Clerk

Christ Reinhard

6-1-2021

DATE

BVCi Board Chairman

DATE

For **VENUWORKS**

By:

Steven L. Peters
Its: CEO and President

DATE

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 1, 2021

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #118-2021. Approve Change Order #3 for the Blake's Branch Sewer Separation Phase 8, Division 1 Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #118-2021.

DISCUSSION: Change Order #3 will provide compensation to the Contractor for replacing the sanitary sewer system on Ash Street between Hayne Street and Orchard Street, replacing the sanitary sewer system on Main Street between Fellows Avenue and Iowa Avenue and adding 8" external drop connections to the Blake's Branch Sewer Separation Phase 8, Division 1 Project. The City of Ottumwa investigated the existing sanitary sewer pipes located on Ash Street and Main Street. The existing sanitary sewer pipes are in poor condition and need complete pipe replacement.

Change Order #3 increases the contract amount by \$68,646.00. The new contract sum is \$11,883,378.63.

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

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

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #118-2021

A RESOLUTION APPROVING CHANGE ORDER #3
FOR THE BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1 PROJECT

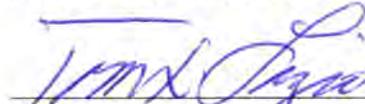
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Langman Construction, Inc. of Rock Island, Illinois on March 17, 2020 for the above referenced project; and

WHEREAS, Change Order #3 increases the contract amount by \$68,646.00 resulting in a new contract sum of \$11,883,378.63;

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

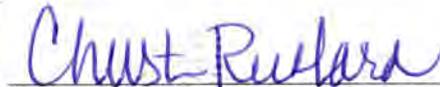
APPROVED, PASSED, AND ADOPTED, this 1st day of June, 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk





VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000(WATS)

May 12, 2021

CHANGE ORDER NO. 3

OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1

This change order is to provide compensation to the Contractor for replacing the sanitary sewer system on Ash Street between Hayne Street and Orchard Street per Supplemental Information SI-02, replacing the sanitary sewer system on Main Street between Fellows Avenue and Iowa Avenue per Supplemental Information SI-06, and adding 8" External Drop Connections to the Blake's Branch Sewer Separation Phase 8, Division 1 project. The City of Ottumwa investigated the existing sanitary sewer pipes located on Ash Street and Main Street. The existing sanitary sewer pipes are in poor condition and need complete pipe replacement. The cost adjustment for this change order is based on bid item unit prices and a price negotiated with the Contractor as follows:

Change Order No. 3 makes the following modifications to the contract:

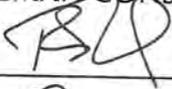
- Delete Item 1.28 5 EA of "Sanitary Sewer Manhole Adjustment"
- Delete Item 1.29 2 EA of "Sanitary Sewer 12" External Drop Connection"
- Delete Item 1.30 3 EA of "Sanitary Sewer 15" External Drop Connection"
- Delete Item 1.31 2 EA of "Sanitary Sewer 18" External Drop Connection"
- Add Item 1.13 5 EA of "Manhole Removal"
- Add Item 1.20 1 EA of "Connect to Existing Manhole"
- Add Item 1.24.1 720 LF of "Sanitary Sewer in Place, 8" PVC"
- Add Item 1.24.4 60 LF of "Sanitary Sewer in Place, 18" PVC"
- Add Item 1.26.1 3 EA of "Sanitary Manholes, SW-301, 48" Dia."
- Add Item 1.32.1 135 LF of "Sanitary Sewer Services, 6" PVC Service"
- Add Item 1.32.2 4 EA of "Sanitary Sewer Services, 8"x6" Wye"
- Add Item 1.68 6 EA of "Sanitary Sewer 8" External Drop Connection"

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

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Item #1.28	- 5 EA	\$1,000.00	(\$5,000.00)
Item #1.29	- 2 EA	\$6,000.00	(\$12,000.00)
Item #1.30	- 3 EA	\$8,100.00	(\$24,300.00)
Item #1.31	- 2 EA	\$9,800.00	(\$19,600.00)
Item #1.13	5 EA	\$ 600.00	\$ 3,000.00
Item #1.20	1 EA	\$1,000.00	\$ 1,000.00
Item #1.24.1	720 LF	\$ 93.00	\$66,960.00
Item #1.24.4	60 LF	\$114.00	\$ 6,840.00
Item #1.26.1	3 EA	\$5,000.00	\$15,000.00
Item #1.32.1	135 LF	\$ 56.00	\$ 7,560.00
Item #1.32.2	4 EA	\$ 80.00	\$ 320.00
Item #1.68	6 EA	\$4,811.00	\$28,866.00
		TOTAL	\$68,646.00

Change Order No. 3 increases the contract price by \$68,646.00

LANGMAN CONSTRUCTION, INC.

By 

Title Project Manager

Date 5/11/2021

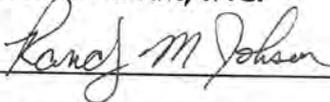
CITY OF OTTUMWA, IOWA

By Darryl Seals

Title Director of Public Works

Date 5-26-2021

VEENSTRA & KIMM, INC.

By 

Title Project Engineer

Date May 12, 2021

ATTEST:

By _____

Title _____

Date _____

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 1, 2021

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #120-2021. Addressing a Notice of Assignment of Contract Funds and Authorizing Mayor to sign Letter of Acknowledgment on the 2021 Sidewalk Drop & Detectable Warning Installation Program.

 ****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 #120-2021. Discuss the Notice of Assignment of Contract Funds received from Northern Escrow, Inc. on the Johnson Avenue Reconstruction Project.

DISCUSSION: This is the 10th contract and consists of the installation of sidewalk drops and detectable warnings at various locations throughout the City of Ottumwa. The completion of these sidewalk drops and detectable warnings will be a step towards compliance with the ADA Transition Plan. The Transition Plan was approved by Council on August 7, 2012. The City owned and maintained intersections are one portion of the ADA requirements. The overall project was estimated at \$1,280,000.00, and is budgeted for \$120,000 each year until complete.

The contract was awarded to Pillar, Inc. of Huxley, Iowa on May 4, 2021 and the Contract, Insurance, Payment and Performance Bonds were approved on May 18, 2021.

A letter was received from Northern Escrow, Inc. of St. Paul, Minnesota requesting assignment of contract funds due Pillar, Inc. for work completed on the Johnson Avenue Reconstruction Project.

2021- CIP: \$120,000.00

RESOLUTION #120-2021

A RESOLUTION AWARDING THE CONTRACT FOR THE 2021 SIDEWALK DROP &
DETECTABLE WARNING INSTALLATION PROGRAM

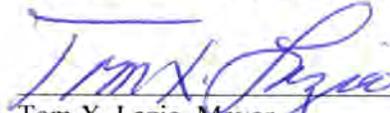
WHEREAS, The City Council of the City of Ottumwa, Iowa did award the Johnson Avenue Reconstruction Project to Pillar, Inc. of Huxley, Iowa on May 4, 2021; and,

WHEREAS, The City Council of the City of Ottumwa did approve the Contract, Insurance, Payment and Performance Bonds of Pillar, Inc. of Huxley, Iowa on May 18, 2021.

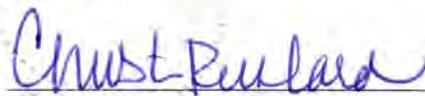
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Mayor is authorized to sign the Letter of Acknowledgment received from Northern Escrow, Inc. for the assignment of contract funds due Pillar, Inc. of Huxley, Iowa for work completed on the 2021 Sidewalk Drop & Detectable Warning Installation Program.

APPROVED, PASSED, AND ADOPTED, this 1st day of June, 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



NOTICE OF ASSIGNMENT OF CONTRACT FUNDS

May 18, 2021

VIA CERTIFIED MAIL#7018 0680 0000 2303 3557

Mayor Tom X. Lazio
City of Ottumwa
105 E. Third Street
Ottumwa, IA 52501

Re: Pillar Inc
Sidewalk Drop & Detectable Warning Installation Program 2021, Ottumwa, Iowa

Mayor Lazio:

As per Bond#GRIA45058A and the attached letter, please direct all payments relating to *this project* to Northern Escrow, Inc. Our address is 1276 So. Robert St., West St. Paul, MN 55118. We also request that when you forward the payment, a copy of the pay estimate be included. The escrow company will be working with the contractor to ensure that all vendors and suppliers are paid in a timely manner. If you become aware of any problems, contact us as soon as possible.

We have also attached a letter of acknowledgement. Please complete including the name of the appropriate contact person and their phone number and return via fax or mail. Please note that failure to return the acknowledgement does not release the assignment of contract funds.

If you have any questions about this process, please feel free to contact me at (651) 457-9621 or via email at hschaus@northernescrowinc.com. Thank you in advance for your cooperation in this matter.

Sincerely,

Heather K. Schaus

enclosures

May 6, 2021

Mayor Tom X. Lazio
City of Ottumwa
105 E. Third Street
Ottumwa, IA 52501

Re: Sidewalk Drop & Detectable Warning Installation Program 2021, Ottumwa, Iowa

Mayor Lazio:

We, the undersigned, hereby irrevocably request that all payments due or to become due on account of the contract dated on or about 5/18/2021 by and between City Of Ottumwa and the undersigned for the performance of contract work related to the above referenced contract be forwarded and made payable to Northern Escrow, Inc., FBO Pillar Inc, 1276 South Robert Street, West St. Paul, MN 55118, agent for surety Granite Re, Inc., 14001 Quailbrook Drive , Oklahoma City, OK 73134, which company is surety on the performance and payment bonds given in connection with the aforesaid contract.

We advise there shall be no modification or change in these instructions without the written authorization and consent of Granite Re, Inc. or its agent, Northern Escrow, Inc.

Pillar Inc

By: 
Its CEO

cc: Granite Re, Inc.
Northern Escrow, Inc.

Letter of Acknowledgement

I have received and am in agreement with the request of the contractor and the surety for the funds on this project to be escrowed through Northern Escrow, Inc. In compliance, all disbursements will be sent to Northern Escrow, Inc. unless otherwise directed by the surety, in writing.

Northern Escrow, Inc.
1276 So. Robert St.
West St. Paul, MN 55118

Bond No. GRIA45058A
Contractor: Pillar Inc
Project Owner: City of Ottumwa
Description: Sidewalk Drop & Detectable Warning Installation Program 2021,
Ottumwa, Iowa

Date: June 1, 2021

Acknowledged By: Tom X. Lazio

Printed or Typed Name: Tom X. Lazio

Title: MAYOR

Name of Contact Person: _____

Phone Number: _____

Please return via email hschaus@northernescrowinc.com
or fax to (651) 744-9930

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 1, 2021

Engineering Department
Department

Alicia Bankson
Prepared By
Darryl Seal
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #121-2021. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2020 Sanitary Utility Access Program.

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 #121-2021.

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

Change Order #1 decreases the contract sum by \$1,518.88 for the decrease of quantity adjustments.

Original Contract Amount	\$53,300.00
Change Order #1	<u>\$(1,518.88)</u>
New Contract Amount	\$51,781.12
Less Previous Payments	<u>\$47,577.06</u>
Final Amount Due	\$ 4,204.06

Budgeted Amount: \$50,000 Sewer Fund

Source of Funds: Sewer Fund

Budgeted Item: X

Budget Amendment Needed: No

RESOLUTION #121-2021

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE 2020 SANITARY UTILITY ACCESS PROGRAM.

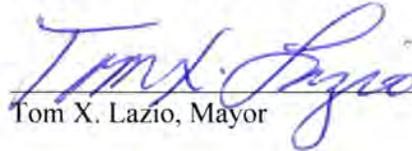
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on June 2, 2020 with DC Concrete and Construction of Douds, Iowa for the above referenced project; and

WHEREAS, Change Order #1 decreases the contract sum by \$1,518.88 for the decrease of quantity adjustments.

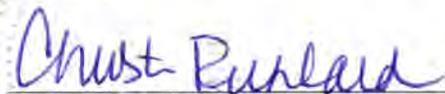
NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The 2020 Sanitary Utility Access Program is hereby accepted as complete and authorization to make final payment to DC Concrete and Construction of Douds, Iowa in the amount of \$4,204.06 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 1st day of June, 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: Sanitary Utility Access Program 2020 To Contractor: DC CONCRETE

Change Order Number: 1

The Contract is changed as follows:

	25-May-21
Remove Manhole on Williams (Emergency Repair)	\$1,200.00
Replace Section of Sanitary Sewer on Williams	\$500.00
Quantity Adjustments-See Tab Sheet	-\$3,218.88
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	(\$1,518.88)

Base bid amount \$53,300.00

NEW PROJECT TOTAL \$51,781.12

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$53,300.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$53,300.00</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$1,518.88)</u>
The new Contract Sum including this change order	<u>\$51,781.12</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

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

Phil Boyman
ENGINEER/
DIRECTOR OF PUBLIC WORKS

05-26-2021
DATE

DC CONCRETE
CONTRACTOR

5/25/2021
DATE

BY Bridget Coffey

Cr - Owner
TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Sanitary Utility Access Program 2020

PAY REQUEST NO. 2

FROM CONTRACTOR: DC CONCRETE

PAY PERIOD: 25-May-21

Final

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$53,300.00
2. Net change by Change Orders	(\$1,518.88)
3. Contract Sum to Date (Line 1± Line 2)	\$51,781.12
4. Total Completed and Stored to Date	\$51,781.12
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$51,781.12
7. Less Previous Payments	\$47,577.06
8. Current Payment Due	\$4,204.06

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

CONTRACTOR: DC Concrete & Construction DATE: 5/25/2021
BY: Budget Coffman TITLE: Co-Owner

ENGINEER'S CERTIFICATE FOR PAYMENT

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

Chad Burman
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$4,204.06

DATE: 05-26-2021

Sanitary Utility Access Program 2020									
2									
5/25/2021									
ITEM	DESCRIPTION	DC CONCRETE			AS BUILT		QUANTITY		% OF CONTRACT
		UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	
1	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	100	\$30.00	\$3,000.00	40.74	\$1,222.20	(\$1,777.80)	40.74%
2	MANHOLE, SANITARY SEWER ACCESS, SW-303	VF	31	\$700.00	\$21,700.00	42.5	\$29,750.00	\$8,050.00	137.10%
3	PAVEMENT REMOVAL	SY	200	\$13.00	\$2,600.00	76.44	\$993.72	(\$1,606.28)	38.22%
4	FULL DEPTH PATCH	SY	200	\$80.00	\$16,000.00	76.44	\$6,115.20	(\$9,884.80)	38.22%
5	TRAFFIC CONTROL	LS	1	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00	100.00%
6	CONCRETE BASE FOR MH OVER EXISTING SEWER	EA	3	\$2,000.00	\$6,000.00	4	\$8,000.00	\$2,000.00	133.33%
7	CONCRETE BASE FOR MH OVER EX BRICK SEWER	EA	1	\$2,000.00	\$2,000.00	1	\$2,000.00	\$0.00	100.00%
		CO #1					\$1,700.00	\$1,700.00	
					TOTAL	\$53,300.00			
					ASBUILT TOTAL		\$51,781.12		
								(\$1,518.88)	

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 1, 2021

Engineering
Department

Alicia Bankson
Prepared By
Amy Seal

Department Head

Ry Rex
City Administrator Approval

AGENDA TITLE: Resolution #122-2021. Authorizing the Mayor to execute Iowa DOT Preconstruction Agreement No. 2021-6-092.

 ****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 #122-2021.

DISCUSSION: IDOT Preconstruction Agreement No. 2021-6-092 authorizes IDOT to design, let and inspect construction of Hot Mix Asphalt (HMA) resurfacing on Iowa 149 from north of West Woodland Avenue in Ottumwa to 1.1 mile north of US Hwy 63.

In order for the IDOT to overlay these sections, the City owned and maintained return sections have to be adjusted to meet the new main line profile. The City has several options but the cost effective method is to include the work as part of the IDOT contract.

This project will impact several of the traffic signals loop detectors system. Due to the disruption of detectors we will switch to a radio/microwave detection system. These systems are currently priced at \$22,000 each.

IDOT estimate \$89,000
Equipment \$44,000

HMA paved fillets will be constructed at the following locations:

- West Alta Vista (West side Iowa 149)
- North Court West (East side Iowa 149)
- North Court East (East Side Iowa 149)
- Angle Road (West side Iowa 149)

Source of Funds: RU

Budgeted Item: NO

Budget Amendment Needed: Yes

PCC patching will be construction at the following locations:

- North Court West (West side Iowa 149)
- Bonita (West side Iowa 149)
- Bonita (East side Iowa 149)
- Rochester (West side Iowa 149)
- North Court connectors (West side Iowa 149)
- North Court connectors (East side Iowa 149)
- Rochester (West side Iowa 149)

RESOLUTION 122-2021

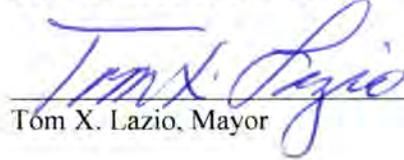
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE IOWA DOT PRECONSTRUCTION AGREEMENT NO. 2021-6-092 FOR HMA RESURFACING ON HWY 149 NORTH OF WEST WOODLAND AVE TO 1.1 MILE NORTH OF US HWY 63

WHEREAS, IDOT Preconstruction Agreement No. 2021-6-092 authorizes IDOT to design, let and inspect construction of Hot Mix Asphalt (HMA) resurfacing on Iowa 149 from north of West Woodland Avenue in Ottumwa to 1.1 mile north of US Hwy 63.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Agreement between the City of Ottumwa and Iowa DOT for the above referenced project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 1st day of June 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



**IOWA DEPARTMENT OF TRANSPORTATION
Preconstruction Agreement
For Primary Road Project**

County	<u>Wapello</u>
City	<u>Ottumwa</u>
Project No.	<u>STP-149-1(90)--2C-90; HSIPX-149-1(91)- -3L-90</u>
Iowa DOT Agreement No.	<u>2021-6-092</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Ottumwa, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Iowa 149 within Wapello County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT will design, let, and inspect construction of the following described project in accordance with the project plans and DOT standard specifications.

Hot Mix Asphalt (HMA) resurfacing on Iowa 149 from north of West Woodland Avenue in Ottumwa to 1.1 mile north of U.S. 63.

- b. Upon completion of construction, the LPA agrees to accept ownership and jurisdiction of the following referenced improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:

- i. HMA Paved fillets will be constructed at the following locations (see Exhibit A-1, A-2, A-3):

- (a) West Alta Vista, (West side Iowa 149)
- (b) North Court West, (East side Iowa 149)
- (c) North Court East, (East Side Iowa 149)
- (d) Angle Road, (West side Iowa 149)

- ii. PCC patching will be constructed at the following locations (see Exhibit A-1, A-2, A-3):

- (a) North Court West, (West side Iowa 149)
- (b) Bonita, (West side Iowa 149)
- (c) Bonita, (East Side Iowa 149)
- (d) Rochester, (West Side Iowa 149)
- (e) North Court Connectors, (West side Iowa 149)
- (f) North Court Connectors, (East side Iowa 149)
- (g) Rochester, (West side Iowa 149)

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: Tom X. Lazio Date June 1, 2021
Title: Mayor

I, Christina Reinhard, certify that I am the Clerk of the City, and that

Tom X. LAZIO, who signed said Agreement for and on behalf of
the City was duly authorized to execute the same on the 1st day of June, 2021.

Signed: Christina Reinhard
City Clerk of Ottumwa, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

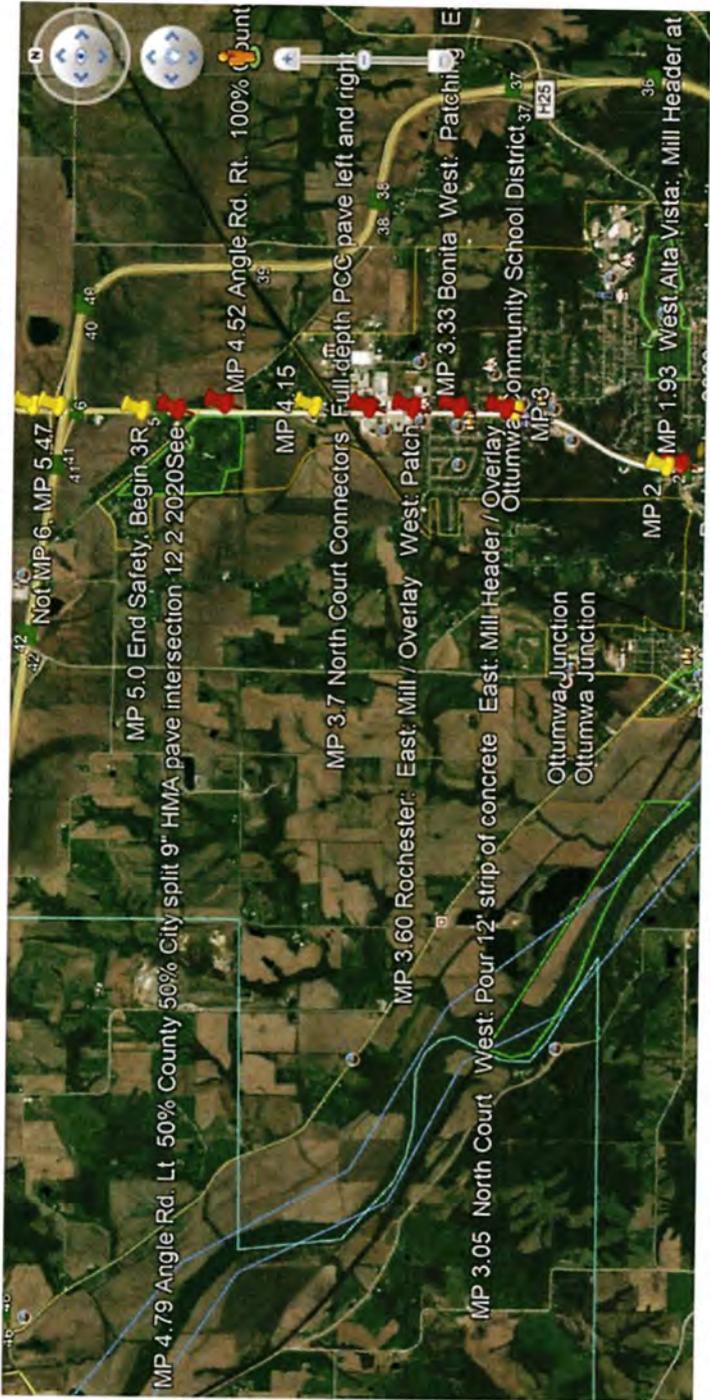
By: _____ Date _____, 20____
Bob Younie
Interim District Engineer
District 5

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 HSPX-149-1(91)-2C-90 PIN 21-90-149-010
Ia Hwy 149 300 ft. North of Woodland to 1 m. north of Iowa 163
Patching and Hot Mix Asphalt Resurfacing Locations



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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-[90]-2C-90 and HSIPK-149-[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 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 runoff 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, LI		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				
MP 4.79 Angle Road, West		HMA paving of intersection, split with County				
			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
Work includes milling of existing HMA, providing a vertical match in joint, then place Hot Mix Asphalt (to prevent HMA leveling)	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 Pavement 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
						\$88,957
						\$89,000

\$5,000 to \$250,000 See Feb. 18, 2018 TEAP Study
 \$5,500 50% County 50% City split 9" HMA pave intersection 12.2.2020 email

Pending U-STEP funding \$5,000 to \$250,000 See Feb. 18, 2018 TEAP Study
 \$5,500 \$5,500 50% County 50% City split 9" HMA pave intersection 12.2.2020 email

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 5.
- 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.
- 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. This is pending discussions of U-STEP funding at the North Court Connectors

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 PIN 21-90-149-010

Construction Letting: Dec. 2021 (F.Y. 2022)
 12-3-20 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 ft long, and Rt. 50 ft. long MP 6.0							
See 7149 Mod. typical plan view for estimated quantities varied length x 8 inch thick							
	2102-2713000	Excavation, Class 13, Waste (78 unit price)	Cu. Yd.	41.29	\$45.00	\$1,858	
	2122-5000060	Paved Shoulder - Hot Mix Asphalt Mixture, 9" (78 unit price)	S.Y.	1,205.56	\$47.00	\$56,661	
	2214-5145150	Pavement Scarification, paving notch at paved base in	S.Y.	80.00	\$4.64	\$371	
	2527-3050100	Painted Pavement Marking, Waterborne, (24" Stop Bar, 15 LF), 6 Sta each	Sta	2.40	\$30.00	\$72	
	2528-9445112	Flagger	Day	4	\$462.00	\$1,848	
						Subtotal	\$60,762
						5% Contingency	\$3,038
						Total	\$63,800
						(rounded up to nearest \$ 100) TOTAL	\$63,800
						Less 50% City portion for Angle Road Lt.	\$31,900
						\$31,900	
						Non-Farm to Market Subtotal =	\$31,900
						F-M Subtotal =	\$0

See Tab 7149 (R2) Quantities for locations, dimensions, rank, 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 road

LOCATION	ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE \$	\$ AMOUNT	
City portion Participatory intersection: 50/50 Angle Road Lt. MP 4.79							
See 7149 Mod. typical plan view for estimated quantities varied length x 8 inch thick							
	2102-2713000	Excavation, Class 13, Waste (78 unit price)	Cu. Yd.	0.00	\$45.00	\$0	
	2122-5000060	Paved Shoulder - Hot Mix Asphalt Mixture, 9" (78 unit price)	S.Y.	104.82	\$47.00	\$4,926	
	2214-5145150	Pavement Scarification, paving notch at paved base in	S.Y.	13.33	\$4.64	\$62	
	2527-3050100	Painted Pavement Marking, Waterborne, (24" Stop Bar, 15 LF), 6 Sta each	Sta	0.30	\$30.00	\$9	
	2528-9445112	Flagger	Day	0.9	\$462.00	\$416	
						Subtotal	\$5,413
						5% Contingency	\$261
						50% City Subtotal	\$2,707
						(rounded up to nearest \$ 100) TOTAL	\$5,500
						Non-Farm to Market Subtotal =	\$5,500
						F-M Subtotal =	\$0

Division 3: City of Ottumwa portion

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- 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 letting 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 Eng. Jeff Stueberg, P.E. Tel: 661-664-5425. E-mail address: jstueberg@wapellocounty.org. 536 Mill Street Ottumwa, IA 52501
- Note 4: In November the County indicated an interest in pursuing 4 side roads (1 east, gravel) to be paved at the intersections - at County cost. Costs were requested for 50 ft, except 90 ft at Highland Center Rd Lt.
- Note 5: Pavement thickness determination per Ben Behrman 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 (B2) project, except at guard rails the thickness would be 9" (B2) 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" wearlayer HMA, +3 inches HMA = net +2 inches elev. Change. Therefore, existing paved side roads would be 2" of HMA overlay and a filled vertical paving notch for a flush base.
- Note 9: See Location Map on included workshare tab.
- Note 10: The estimate was prepared by the Iowa DOT, District 5 Design Office in Fairfield.
- Note 11: \$58,300 estimate was sent to County on Dec. 2, 2020.

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CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 1, 2021

Engineering
Department

Alicia Bankson
Prepared By
Alicia Bankson

Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #124-2021 - Approving Professional Services Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. for the Blake's Branch Sewer Phase 8, East Iowa Street Separation.

**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 #124-2021 approving the professional engineering services and authorizing the Mayor to sign the agreement.

DISCUSSION: The Agreement provides professional engineering services to design approximately 4,900 linear feet of storm sewer pipe and approximately forty (40) storm intake structures to separate stormwater from the combined sewer system on Van Buren Avenue between E. 4th St. and Main St., Main St. between Van Buren Ave. and S. Adams Ave., S. Adams Ave. between Main St. and Schworm St., alley south of Main St. between Iowa Ave. and Foster Ave., and Mable St. between Iowa Ave. and Foster Ave.

Total cost of design as outline in agreement is \$226,500,00.

The estimated construction cost of the project will be approximately \$3,000,000.00

Funding: \$6,000,000

RESOLUTION NO. 124-2021

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OTTUMWA AND VEENSTRA & KIMM, INC. FOR CSO, PHASE VIII, DIVISION 1, BLAKE'S BRANCH, EAST OF IOWA AVENUE PROJECT

WHEREAS, This agreement will provide the professional services during the design and construction of CSO, Phase VIII, Division 1, Blake's Branch, East Iowa Avenue Project; and,

WHEREAS, This agreement is to provide professional engineering services to design approximately 4,900 linear feet of storm sewer pipe and approximately forty (40) storm intake structures to separate stormwater from the combined sewer system; and

WHEREAS, The consulting engineering services of Veenstra & Kimm, Inc., shall not exceed \$226,500.00 as described in the agreement

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. for the above referenced project is hereby approved.

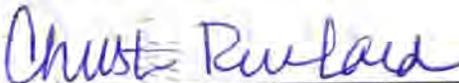
APPROVED, PASSED, AND ADOPTED, this 1st day of June 2021.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

**BLAKE'S BRANCH SEWER SEPARATION PHASE 8,
EAST OF IOWA STREET SEWER SEPARATION
CITY OF OTTUMWA, IOWA**

THIS AGREEMENT, made and entered into this 1st day of June, 2021, by and between the **CITY OF OTTUMWA, IOWA**, hereinafter referred to as **Owner** or **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT the City developed and submitted to the Iowa Department of Natural Resources a Plan of Action for Addressing Combined Sewer Overflows in May, 2000 and a Long-Term Control Plan in January, 2011, and

WHEREAS, the City has completed Phase 1 through Phase 7 of the Long-Term Control Plan, and

WHEREAS, in an Agreement dated June 5, 2018, the City retained the services of the Engineers to provide design engineering services for the construction of a sewer separation project referred to as Blake's Branch Sewer Separation, Phase 8, Division 1, and

WHEREAS, the Blake's Branch Sewer Separation, Phase 8, Division 1 project provided sewer separation west of the intersection of Iowa Street and Main Street, and

WHEREAS, the City has discovered storm sewer intakes attached to a combined sewer pipe east of the intersection of Iowa Street and Main Street, and

WHEREAS, separating the storm sewer and sanitary sewer east of the intersection of Iowa Street and Main Street will remove the Orchard Street CSO and allow the City to directly discharge stormwater to the Des Moines River at Orchard Street, and

WHEREAS, THE City is planning to utilize a Community Development Block Grant (CDBG) for the design and construction of the improvements, and

WHEREAS, the proposed improvements will be referred to as the **Blake's Branch Sewer Separation Phase 8, East of Iowa Street Sewer Separation**, or the **Project**, and

WHEREAS, the Owner desires to retain the services of the Engineers to provide professional services during design and construction of the Project, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Engineers to act for and represent it in engineering matters, as set forth hereinafter, for the Project. Such agreement shall be subject to the following term and conditions, to wit:

1. SCOPE OF PROJECT. It is understood and agreed the Project shall consist of the following improvements:

- a. Design of approximately 4,900 linear feet of storm sewer pipe and approximately forty (40) storm intake structures to separate stormwater from the combined sewer system on Van Buren Avenue between E 4th Street and Main Street, Main Street between Van Buren Avenue and S. Adams Avenue, S. Adams Avenue between Main Street and Schworm Street, Alley south of Main Street between Iowa Avenue and Foster Avenue and Mable Street between Iowa Avenue and Foster Avenue, see attached drawing. The improvements will also include the following:
 - 1) Design of removal and replacement of sanitary sewer manholes and sanitary services within the storm sewer pipe replacement corridor.
 - 2) Design of approximately 1,740 linear feet of 8" and 750 linear feet of 12" water main and associated water services within the storm sewer pipe replacement corridor.
 - 3) Design of approximately 10,500 square yards of PCC pavement, 2,900 square yards of sidewalk, and 1,100 square yards of driveways within the storm sewer pipe replacement corridor.
- b. Blake's Branch Sewer Separation Phase 8 Facility Plan Amendment Letter. This work task shall consist of developing an amendment letter to include storm sewer separation east of Iowa Street for the Blake's Branch Combined Sewer Separation Phase 8 Divisions 1, 2, and 3 Facility.
- c. The estimated construction cost of the Project will be approximately Three Million Dollars (\$3,000,000).

It is understood and agreed the scope of services for the Project may be modified by mutual agreement during the course of performance of the services as the parties mutually determine necessary to meet the goals and objectives of the City.

2. DESIGN SURVEYS. The Engineers shall make all surveys necessary for design of the Project and preparation of plans and specifications. Such design surveys shall include the securing of topographic and cross-sectional data and other field information and measurements.

3. UTILITY IDENTIFICATION. This work task shall consist of gathering information on underground utilities along the Project. The work task will take place concurrently with the topographic survey work. Existing utility information will be collected and compared with utility mapping and other available City and private franchise utility information. The Engineers will not perform excavation to confirm alignment and depth of existing utilities. The intent of this work task is to determine existing utilities which will conflict with the proposed construction.

4. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of the design of the Project. The Engineers shall make periodic progress reports to the City Council, as necessary.
5. **PRELIMINARY OR SCHEMATIC PLANS.** This work task shall consist of the development of preliminary plans which will show the location of the design and construction details of the Project. The schematic design would be shown on the preliminary drawings electronically developed from the topographic survey information. The intent of this work task is to develop a preliminary design concept which allows for the design and construction of the entire project in a cost-effective manner which minimizes disruption to utilities, minimizes impact on private property and allows for the development of the final design.
6. **EASEMENT AND RIGHT-OF-WAY DOCUMENTATION PREPARATION.** This work task shall consist of the identification of any necessary permanent easements, temporary easements or right-of-way acquisition for the Project. Easement requirements will be identified for the Project by the Engineers. Additional easement work beyond the preliminary identification will be completed in an amendment to the Agreement.
7. **CHECK SET OF PLANS AND SPECIFICATIONS.** Under this work task a check set of plans and specifications for the Project will be prepared. The check set of plans will be developed to a level of approximately 95% completion. The check set of plans and specifications will include any review comments received from the City's review of the Preliminary plans.
8. **FINAL PLANS AND SPECIFICATIONS.** Under this work task the final plans and specifications for the improvements will be prepared. The final plans and specifications will include any review comments received from the City's review of the Check Set of plans and specifications. Under this work task three (3) sets of final plans and specifications will be submitted to the City.
9. **PLANS AND SPECIFICATIONS FOR BIDDERS.** The Engineers shall provide and distribute plans and specifications for bidders. In accordance with the provisions of the Code of Iowa the plans and specifications are to be provided and distributed to the bidders at no cost. In accordance with the provisions of the Code of Iowa the City shall reimburse the Engineers the actual cost for the plans and specifications and distribution thereof. The cost of plans and specifications and distribution of plans and specifications shall be in addition to the fees set forth herein for enumerated services.

- 10. ESTIMATE OF COST.** The Engineers shall prepare an estimate of cost for the construction of the Project. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineers shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineers shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations.
- 11. PERMITS.** The Engineers shall assist the City in obtaining necessary permits for construction of the Project including the construction permit from the Iowa Department of Natural Resources (IDNR). The City shall be responsible for the payment of permit fees.
- 12. ADVERTISEMENT FOR BIDS.** The Engineers shall assist in the preparation of notice to bidders and shall provide plans and specifications for prospective bidders to approved contract plan rooms and other construction document depositories.
- 13. BID OPENING AND AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened for the construction contract, and shall prepare a tabulation of bids for the City and shall advise the City in making award of contract by providing a written recommendation to award contract. After award of contract is made, the Engineers shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the City of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the City as to the responsibility of any bidder.
- 14. PRECONSTRUCTION CONFERENCE.** The Engineers shall conduct a preconstruction conference following award of the construction contract. Said conference to be attended by representatives of the City, the Engineers, the Contractor, and utility companies affected by the Project. At this conference a detailed construction schedule will be determined.
- 15. GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including, but not limited to, the following:
- a. Establishment of benchmark and/or baseline to permit start of construction work.
 - b. Consult with and advise Owner.
 - c. Coordinate work of testing laboratories for concrete and moisture density tests.
 - d. Assist in interpretation of plans and specifications.
 - e. Review shop drawings and data of manufacturers.

- f. Process and certify payment estimates of the Contractor to Owner.
- g. Prepare and process necessary change orders or modifications to the construction contract.
- h. Make routine and special trips to the Project site as required.
- i. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.
- j. Provide the City with a reproducible set of plans showing final construction. One hard copy (full size) and one electronic copy will be provided.

16. RESIDENT REVIEW AND CONSTRUCTION STAKING SERVICES. The Engineers shall provide resident review during construction including, but not limited to, the following:

- a. Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications.
- b. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to ensure proper review of the construction work. On-site review shall take place on a regular basis during construction work on the Project.

17. FINAL REVIEW. The Engineers shall make a final review of the Project after construction is completed to determine the construction substantially complies with the plans and specifications. The Engineers shall certify the completion of the work to the City when construction substantially complies with the plans and specifications.

18. COMPENSATION. The Owner shall compensate the Engineers for its services by payment of the following fees:

- a. For services under this Agreement, a fee on the basis of the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work, plus direct costs incurred by the Engineers for work associated with the Project.
- b. The total fee for design services as set forth in **2. DESIGN SURVEYS** through **13. BID OPENING AND AWARD OF CONTRACT** shall not exceed the sum of Two Hundred Twenty-Six Thousand Five Hundred Dollars (\$226,500).
- c. The total fee for engineering services during construction as set forth in **14. PRECONSTRUCTION CONFERENCE**, **15. GENERAL SERVICES DURING CONSTRUCTION**, and **17. FINAL REVIEW** shall be by separate agreement.
- d. The total fee for engineering services during construction as set forth in **16. RESIDENT REVIEW AND CONSTRUCTION STAKING SERVICES** shall be by separate agreement.
- e. The Owner shall compensate the Engineers separately for the cost of plans and distribution of plans as set forth in **9. PLANS AND SPECIFICATIONS FOR BIDDERS** above in accordance with the provisions of the Iowa Code Section 26.3(2) (2017). The reimbursement of the cost of plans and distribution of plans as required in the Iowa Code Section 26.3(2) (2017) is not included in the other fees for services set forth under this Agreement.
- f. The maximum fee for engineering services during construction shall be based on providing services during the original construction contract period provided to the construction contractor. Services set forth under the compensation level in this part of the Agreement shall not include services beyond the contract completion date. Services beyond the original contract completion date, whether extended by the City or by the construction contractor, shall be considered Extra Work.

19. PAYMENT. The fees shall be due and payable as follows:

- a. For design and preparation of the plans and specifications, the fee shall be due and payable monthly.

- 20. LEGAL SERVICES.** The City shall provide the services of the City Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
- 21. SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following work items or potential work items:
- a. **Geotechnical Soil Investigation.** The City will obtain and contract directly for geotechnical soil investigation services for the Project. The Engineers will assist the City in developing desirable locations for the soil borings along the proposed route of the sanitary sewer.
 - b. **Wetland Delineation Services.** The City will obtain wetland delineation services for the Project, as needed. The City will provide the wetland determination report to the Engineers. The Engineers will include the wetland delineation report in the specifications.
 - c. **State Historical/Archeological Preservation Services.** The City will obtain and contract directly with any historical or archeological evaluation of the Project, as needed. The City will provide the archeological evaluation report to the Engineers. The Engineers will include the archeological evaluation report in the specifications. Any substantial changes to the proposed Project due to the evaluation report will be completed in an amendment to the Agreement.
 - d. **Brownfield/Contaminate Soil Services.** The City will obtain any contaminated soils evaluation of the Project, as needed. The City will provide the contaminated soils report to the Engineers. The Engineers will include the contaminated soils report in the specifications.
 - e. Services associated with arbitration or litigation arising out of or in conjunction with the construction contract awarded by the City of Ottumwa for construction of the Project.
 - f. Services associated with easement preparation, easement acquisition and condemnation proceedings.
 - g. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the Owner's program or other instruction.

- h. If after the plans and specifications are completed and approved by the City, the Engineers are required to change plans and specifications because of changes made by the City, the Engineers shall receive additional compensation for such changes which shall be based upon standard hourly fees plus expenses for personnel engaged in performance of the work associated with making the required changes.
- i. Services associated with preparing plans, specifications and bidding documents for more than one construction contract.

22. CHANGES AND EXTRA WORK. The above-stated fees cover the specific services as outlined in this Agreement. If the City requires additional services of the Engineers in connection with the Project, the Engineers shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work. The method of compensation for authorized Extra Work shall be mutually agreed upon between the City and Engineers at the time the work shall be authorized.

23. TIME OF COMPLETION. The Engineers shall complete the work outlined in this Agreement within a time mutually agreed upon by the City and Engineers.

24. TERMINATION. Should the City abandon the Project or any element of the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed to the date of termination of that portion of the Project. Prior to the termination of any element of the Project, the Engineers shall advise the City as to the cost-effectiveness of abandonment of the design at that point in time of that portion of the Project.

25. REQUIREMENTS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- a. Access to and Maintenance of Records.
 - i. The Engineers shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary to the City to assure proper accounting for all Project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City, its authorized representative, authorized state or Federal officials, and will be retained for five years after the expiration of this Agreement unless permission to destroy them is granted by the City.

- ii. At any time during normal business hours and as frequently as is deemed necessary, the Engineers shall make available and furnish all information and reports required, and will permit access to books, records, and accounts by the City, Department of Housing and Urban Development, and Secretary of Labor, the Department of Economic Development or their authorized representatives, for purposes of investigation to ascertain compliance.

b. Civil Rights

- i. Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- ii. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as Amended. Discrimination in housing on the basis of race, color, religion, sex or national origin is generally prohibited.
- iii. Iowa Civil Rights Act of 1965. This Act mirrors the Federal Civil Rights Act.
- iv. Section 109 of Title I of the Housing and Community Development Act of 1974, as Amended (42 U.S.C. 5309). No person in the United States shall on the grounds of race, color, physical or mental disabilities, national origin, religion or religious affiliations, age, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- v. The Age Discrimination Act of 1975, as Amended (42 U.S.C. 1601 et seq.) No person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving Federal funds.
- vi. Section 504 of the Rehabilitation Act of 1973, as Amended (P.L. 93-112, 29 U.S.C. 794). No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or be subjected to discrimination under any program or activity receiving Federal funds.

- vii. The Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213). Guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services, and telecommunications.
- viii. Section 3 of the Housing and Urban Development Act of 1968, As Amended (12 U.S.C. 1701u). This act provides that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed Projects shall be given to lower-income residents of the Project area. Section 3 also provides that contracts awarded in connection with such Project be awarded to businesses located in or owned in substantial part by persons residing within the Project area.

The parties of this Agreement will comply with the provisions of said Section 3 and certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- ix. Federal Executive Order 11246, as Amended by Executive Order 11375. Provides that no one be discriminated in employment.
 - x. Federal Executive Order 11063, as Amended by Executive Order 12259. No person shall, on the basis of race, color, religion, sex or national origin be discriminated against in housing and related facilities provided with Federal assistance or discriminated against in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal government.
- c. Certification Regarding Government-Wide Restriction On Lobbying. The Engineers certify, to the best of their knowledge and belief, that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineers, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Engineers shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Engineers shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. Equal Employment Opportunity. During the performance of this Agreement, the Engineers agree as follows:
 - i. The Engineers will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Engineers will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineers agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
 - ii. The Engineers will, in all solicitations or advertisements for employees placed by or on behalf of the Engineers, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, or national origin.

- iii. The Engineers will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Engineers' commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The Engineers will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The Engineers will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the Engineers' non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Engineers may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The Engineers will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Engineers will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Engineers become involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Engineers may request the United States to enter into such litigation to protect the interests of the United States.

e. Clean Air and Water Acts

- Section 306 of the Clean Air Acts [42 U.S.C. 1857 (h)].
- Section 508 of the Clean Water Act [33 U.S.C. 1368].
- Executive Order 11738.
- EPA Regulations - 40 CFR, Part 15.

In accordance with the Clean Air and Water Act, the Engineer agrees as follows:

- i. The Engineer will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- ii. The Engineer agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- iii. The Engineer agrees that as a condition for the award of a Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the Excluded Party Listing System.
- iv. The Engineer agrees that it will include or cause to be included the criteria and requirements in Paragraph (a) through (d) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions

26. ASSISTANTS. It is understood and agreed that the employment of the Engineers by the City for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants as they may deem proper in the performance of the work.

27. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

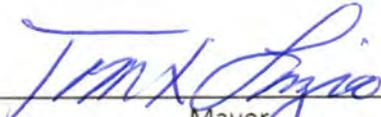
It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF OTTUMWA, IOWA

ATTEST:

By



Mayor

By



VEENSTRA & KIMM, INC.

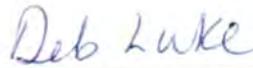
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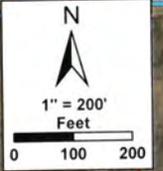
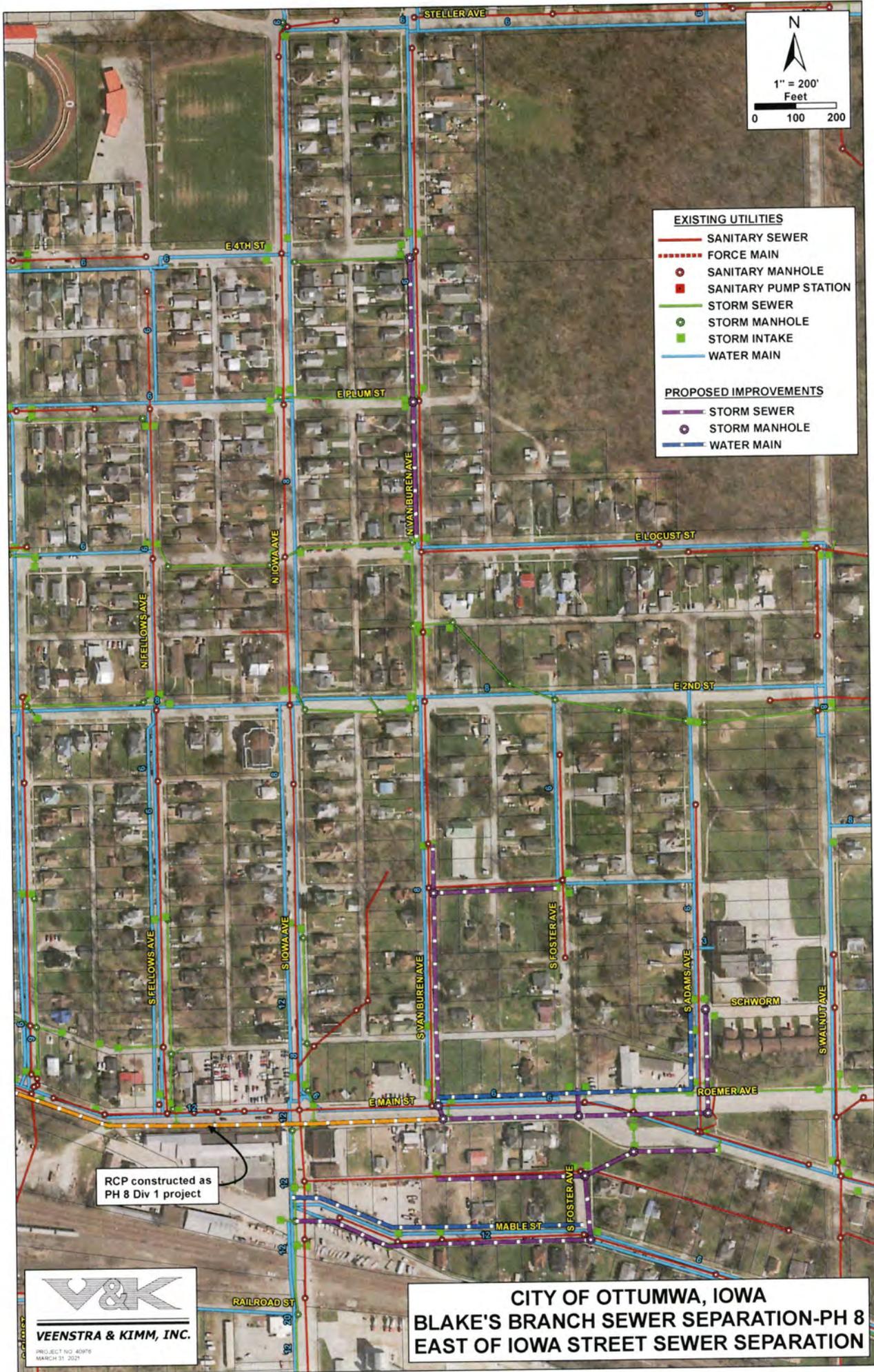
By



Randy M. Johnson, P.E.

By





- EXISTING UTILITIES**
- SANITARY SEWER
 - - - FORCE MAIN
 - SANITARY MANHOLE
 - SANITARY PUMP STATION
 - STORM SEWER
 - STORM MANHOLE
 - STORM INTAKE
 - WATER MAIN
- PROPOSED IMPROVEMENTS**
- STORM SEWER
 - STORM MANHOLE
 - WATER MAIN

RCP constructed as PH 8 Div 1 project

VEENSTRA & KIMM, INC.
 PROJECT NO. 40978
 MARCH 31, 2021

**CITY OF OTTUMWA, IOWA
 BLAKE'S BRANCH SEWER SEPARATION-PH 8
 EAST OF IOWA STREET SEWER SEPARATION**

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: June 1, 2021

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals

Department Head

R. J. Pelt

City Administrator Approval

AGENDA TITLE: Resolution #125-2021. Approving the Professional Services Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. for professional services during the design and construction of CSO, Phase VIII, Division II, Blake's Branch.

****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 #125-2021.

DISCUSSION: This agreement will provide the design of approximately 3,300 linear feet of a separate sanitary sewer trunk pipe beginning at the end of Blake's Branch Sewer Separation Phase 8, Division I construction (intersection of Birch Street and 4th Street) and extend north to the intersection of N. Jefferson Street and Kruger Street (see attached map). The project anticipates replacement of storm sewer structures and pipe within the bounded area and to reuse the existing combined sewer pipe as a sanitary sewer. The project will include replacement of old water mains within the streets disturbed for construction of new sewers. Streets disturbed by construction of new sewer will receive new PCC pavement and sidewalks.

The estimated construction cost of the project will be approximately ten million dollars (\$10,000,000).

Total compensation for project services shall not exceed \$695,000.00

Estimated Construction Costs - Preliminary construction \$10,000,000.

Budget FY 20-21: \$195,000
Budget FY 21-22: \$195,410

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION NO. 125-2021

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF OTTUMWA AND VEENSTRA & KIMM, INC. FOR CSO,
PHASE VIII, DIVISION II, BLAKE'S BRANCH

WHEREAS, This agreement will provide the professional services during the design and construction of CSO, Phase VIII, Division II, Blake's Branch; and,

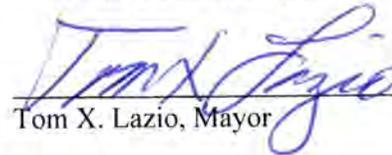
WHEREAS, This agreement is to provide the design of approximately 3,300 linear feet of a separate sanitary sewer trunk pipe beginning at the end of Blake's Branch Sewer Separation Phase 8, Division I construction (intersection of Birch Street and 4th Street) and extend north to the intersection of N. Jefferson Street and Kruger Street (see attached map). The project anticipates replacement of storm sewer structures and pipe within the bounded area and to reuse the existing combined sewer pipe as a sanitary sewer. The project will include replacement of old water mains within the streets disturbed for construction of new sewers. Streets disturbed by construction of new sewer will receive new PCC pavement and sidewalks.

WHEREAS, The consulting engineering services of Veenstra & Kimm, Inc., shall not exceed \$695,000 as described in the agreement

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Agreement between the City of Ottumwa and Veenstra & Kimm, Inc. for the above referenced project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 1st day of June 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

**BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 2 AND 3A
CITY OF OTTUMWA, IOWA**

THIS AGREEMENT, made and entered into this 1st day of June, 2021, by and between the **CITY OF OTTUMWA, IOWA**, hereinafter referred to as **Owner** or **City**, party of the first part, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City previously approved studies entitled Plan of Action for Addressing Combined Sewer Overflows in May 2000 and Long-Term Control Plan Update in January 2011, and

WHEREAS, the Blake's Branch Sewer Separation Phase 8 is the next project to be completed as identified in the Long-Term Control Plan Update in January 2011, and

WHEREAS, the City has entered into an agreement with the Engineers to prepare construction documents consisting of plans and specifications to construct the first section of sewer separation referred to as Blake's Branch Sewer Separation Phase 8, Division 1, and

WHEREAS, the City amended the Design Agreement with the Engineers to prepare construction documents to construct additional separation of combined sewer on Birch Street to Fourth Street and on Fourth Street between Birch Street and North Ash Street on November 17, 2020, and

WHEREAS, the City has awarded a contract to Langman Construction to construct Blake's Branch Sewer Separation, Phase 8, Division 1 project, and

WHEREAS, the Owner desires to retain the services of the Engineer to provide professional services during design of the second section of sewer separation referred to as the **Blake's Branch Sewer Separation Phase 8, Division 2 and 3A**; or the **Project**.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Engineers to act for and represent it in engineering matters, as set forth hereinafter, for the Project. Such agreement shall be subject to the following term and conditions, to wit:

1. **SCOPE OF PROJECT.** It is understood and agreed the Project shall consist of the following improvements:
 - a. Design of approximately 3,300 linear feet of a separate sanitary sewer trunk pipe beginning at the end of Blake's Branch Sewer Separation Phase 8, Division 1 construction (intersection of Birch Street and 4th Street) and extend north to the intersection of N. Jefferson Street and Kruger Street, see attached map. The Project anticipates replacement of storm sewer structures and pipe within the bounded area and to reuse the existing combined sewer pipe as a sanitary sewer. The Project will include replacement of old water mains within the streets disturbed for construction of new sewers. Streets disturbed by construction of new sewer will receive new PCC pavement and sidewalks. The estimated construction cost of the Project will be approximately Ten Million Dollars (\$10,000,000).

It is understood and agreed the scope and extent of the improvements may be modified by mutual agreement during the course of the Project to satisfy the general goals and objectives of the Owner with respect to the Project. The Scope of Services under this Agreement shall consist of the following:

2. **DESIGN SURVEYS.** This work task shall consist of the complete topographic survey of the Project. See attached drawing. The Engineer survey team will perform limited topographic survey of the Blake's Branch Box with assistance from the City staff to identify box centerline invert elevations, side street connections with pipe size and invert elevations and service pipe size and elevations.
3. **UTILITY IDENTIFICATION.** This work task shall consist of gathering information on underground utilities along the Project. The work task will take place concurrently with the topographic survey work. Existing utility information will be collected and compared with utility mapping and other available City and private utility information. The City will assist in obtaining combined sewer pipe locations and if possible, invert elevations by televising the pipes within the Project area. The Engineer will not perform excavation to confirm alignment and depth of existing utilities. The intent of this work task is to determine existing utilities which will conflict with the proposed construction and existing utilities which will impact the selection of the design corridor. This work task shall consist of the evaluation and analysis of existing utilities to develop the most cost-effective design corridor for the new sanitary sewer with the disruption of existing utilities consistent with the selection of the most cost-effective design corridor.
4. **DESIGN CONFERENCES AND REPORTS.** The Engineers shall attend such design conferences with the Owner as may be necessary to make decisions as to the details of the design of the Project. The Engineers shall make periodic progress reports to the City Council, as necessary.

5. **PRELIMINARY OR SCHEMATIC PLANS.** This work task shall consist of the development of preliminary plans which will show the location of the design and construction details of the Project. The schematic design would be shown on the preliminary drawings electronically developed from the topographic survey information. The intent of this work task is to develop a preliminary design concept which allows for the design and construction of the entire Project in a cost-effective manner which minimizes disruption to utilities, minimizes impact on private property and allows for the development of the final design. A Design Conference will be held to review the plans with the City.
6. **EASEMENT AND RIGHT-OF-WAY DOCUMENTATION PREPARATION.** This work task shall consist of the identification of any necessary permanent easements, temporary easements or right-of-way acquisition for the Project. Easement requirements will be identified for the Project by the Engineer. Additional easement work beyond the preliminary identification will be completed in an amendment to the Agreement.
7. **DESIGN DEVELOPMENT OF PLANS – 60% TO 70% COMPLETE.** Under this work task the design of the plans and technical specifications for the Project will be developed. The design plans will be developed to a level of approximately 60% to 70% completion. The plans will show the location and sizing of the sanitary and storm sewer and details of construction. A Design Conference will be held to review the plans and discuss the acquisition of any IDNR permits with the City.
8. **CHECK SET OF PLANS AND SPECIFICATIONS.** Under this work task a check set of plans and specifications for the Project will be prepared. The check set of plans will be developed to a level of approximately 95% completion. The check set of plans and specifications will include any review comments received from the City's review of the Design Development plans. A Design Conference will be held to review the plans and discuss the applications of IDNR permits with the City.
9. **FINAL PLANS AND SPECIFICATIONS.** Under this work task the final plans and specifications for the improvements will be prepared. The final plans and specifications will include any review comments received from the City's review of the check set of plans and specifications. Under this work task three (3) sets of final plans and specifications will be submitted to the City. The final plans and specifications for the Project shall be completed January 6, 2023, provided no unforeseen delays are experienced beyond the control of the Engineers.
10. **ESTIMATE OF COST.** The Engineer shall prepare an estimate of cost for the construction of the Project. The estimate of cost shall be based on the Engineers' best knowledge at the time of preparation of the estimate of cost. The Engineer shall not be responsible if the construction contract awarded for the Project varies from the Engineers' estimate of cost. The Engineer shall advise and assist the City, if necessary, in adjusting the scope and extent of the Project to allow the Project to be constructed within available budget limitations. The Estimate of Cost for the Project shall be completed January 6, 2023, provided no unforeseen delays are experienced beyond the control of the Engineers.

11. **PERMITS.** The Engineer shall assist the City in obtaining necessary Iowa Department of Natural Resources (IDNR) Construction permit for construction of the Project. The City shall be responsible for the payment of permit fees.
12. **PLANS AND SPECIFICATIONS FOR BIDDERS.** The Engineer shall provide and distribute plans and specifications for bidders. In accordance with the provisions of the Code of Iowa the plans and specifications are to be provided and distributed to the bidders at no cost. In accordance with the provisions of the Code of Iowa the City shall reimburse the Engineers the actual cost for the plans and specifications and distribution thereof. The cost of plans and specifications and distribution of plans and specifications shall be in addition to the fees set forth herein for enumerated services.
13. **ADVERTISEMENT FOR BIDS.** The Engineer shall assist in the preparation of notice to bidders and shall provide plans and specifications for prospective bidders to approved contract plan rooms and other construction document depositories.
14. **BID OPENING AND AWARD OF CONTRACT.** The Engineer shall have a representative present when bids and proposals are opened and shall prepare a tabulation of bids for the City and shall advise the City in making award of contract by providing a written recommendation to award contract. After award of contract is made, the Engineer shall assist in the preparation of the necessary contract documents. During the bidding phase, the Engineers shall advise the City of the responsiveness of each proposal submitted. The Engineers shall not be responsible for advising the City as to the responsibility of any bidder.
15. **COMPENSATION.** The Owner shall compensate the Engineers for its services by payment of the following fees:
 - a. The fee for engineering design services for the Project as set out in "**2. SCOPE OF SERVICES**" through "**3. DESIGN CONFERENCES AND REPORTS**" shall be based on the standard hourly fees for the time the Engineers' personnel are actually engaged in the performance of the work, plus direct out-of-pocket costs incurred by personnel who are actually engaged in the work. The total fee for engineering design services shall not exceed the sum of Six Hundred Ninety-Five Thousand Dollars (\$695,000).
16. **PAYMENT.** The fees shall be due and payable as follows:
 - a. For design, preparation of plans and specifications, the fee shall be due and payable monthly.
17. **LEGAL SERVICES.** The Owner shall provide the services of the City Attorney in legal matters pertaining to the Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

- 18. SERVICES NOT INCLUDED.** The above-stated fees do not include compensation for the following work items or potential work items:
- a. **Geotechnical Soil Investigation**
The City will obtain and contract directly for geotechnical soil investigation services for the Project. The Engineer will assist the City in developing desirable locations for the soil borings along the proposed route of the sanitary sewer.
 - b. **Wetland Delineation Services**
The City will obtain wetland delineation services for the Project, as needed. The City will provide the wetland determination report to the Engineer. The Engineer will include the wetland delineation report in the specifications.
 - c. **State Historical/Archeological Preservation Services**
The City will obtain and contract directly with any historical or archeological evaluation of the Project, as needed. The City will provide the archeological evaluation report to the Engineer. The Engineer will include the archeological evaluation report in the specifications. Any substantial changes to the proposed Project due to the evaluation report will be completed in an amendment to the Agreement.
 - d. **Brownfield/Contaminate Soil Services**
The City will obtain any contaminated soils evaluation of the Project, as needed. The City will provide the contaminated soils report to the Engineer. The Engineer will include the contaminated soils report in the specifications.
 - e. Services associated with arbitration or litigation arising out of or in conjunction with the construction contract awarded by the City of Ottumwa for construction of the Project.
 - f. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, only so long as the original work is reasonably consistent with the Owner's program or other instruction.
 - g. If after the plans and specifications are completed and approved by the City, the Engineers are required to change plans and specifications because of changes made by the City, the Engineers shall receive additional compensation for such changes which shall be based upon standard hourly fees plus expenses for personnel engaged in performance of the work associated with making the required changes.
 - h. Services associated with preparing plans, specifications and bidding documents for more than one construction contract.
 - i. Construction related services will be by separate agreement.

19. **CHANGES AND EXTRA WORK.** The above-stated fees cover the specific services as outlined in this Agreement. If the City requires additional services of the Engineers in connection with the Project, the Engineers shall receive additional compensation for changes which shall be based upon the standard hourly fees plus expenses of the personnel engaged in the performance of the work. The method of compensation for authorized Extra Work shall be mutually agreed upon between the City and Engineers at the time the work shall be authorized.
20. **NOTICE TO PROCEED.** Approval of this Agreement by the City shall constitute Notice to Proceed for all work under this Agreement.
21. **TIME OF COMPLETION.** The plans and specifications for the Project shall be completed January 6, 2023, provided no unforeseen delays are experienced beyond the control of the Engineers.
22. **TERMINATION.** Should the City abandon the Project, or any element of the Project before the Engineers have completed their work, the Engineers shall be paid for the work and services performed to the date of termination of that portion of the Project. Prior to the termination of any element of the Project, the Engineers shall advise the City as to the cost-effectiveness of abandonment of the design at that point in time of that portion of the Project.
23. **APPLICABLE LAWS AND REGULATIONS.** All work under this Agreement shall be undertaken in compliance with applicable Federal, State and local laws, regulations and codes including those required as a result of the funding sources for the Project.
24. **ASSISTANTS.** It is understood and agreed that the employment of the Engineers by the City for the purposes aforesaid shall be exclusive, but the Engineers shall have the right to employ such assistants as they may deem proper in the performance of the work.
25. **ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto.

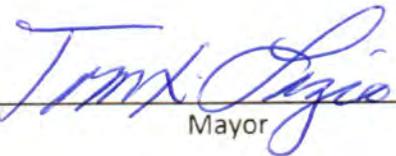
The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF OTTUMWA, IOWA

ATTEST:

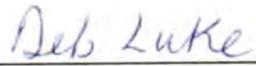
By 
Mayor

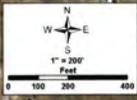
By 

VEENSTRA & KIMM, INC.

ATTEST:

By 
Randy M. Johnson, P.E.

By 



**DIV 2A
71 ACRES**

**DIV 3
84 ACRES**

- LEGEND**
- EXISTING SEWER**
 - SANITARY SEWER
 - SANITARY MANHOLE
 - SANITARY PUMP STATION
 - STORM SEWER
 - STORM MANHOLE
 - STORM INTAKE
 - DIVISION 1**
 - SANITARY SEWER
 - SANITARY MANHOLE
 - PROPOSED SEWER**
 - SANITARY SEWER
 - SANITARY MANHOLE
 - DIVISION 2 AND 3**
 - SANITARY MANHOLE
 - VICINITY IDENTIFIED SEWER
 - PROPOSED WATER MAIN



**PROPOSED DIVISION 2 AND 3
SEWER IMPROVEMENTS
CITY OF OTTUMWA, IOWA**