

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 26
Council Chambers, City Hall

September 17, 2019
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Streeby, Berg, Roe, Stevens and Mayor Pro Tem Dalbey.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 24 on September 3, 2019 and Special Meeting No. 25 on September 6, 2019 as presented.
2. Approve the Proclamation of the indoor swimming pool at the Beach Ottumwa as the "Coach McWilliams Pool."
3. Approve re-appointment of Duke Ball and Pam Kaupins to the Airport Advisory Board, terms to expire 10/1/2022.
4. Approve the appointment of Cody McClure to the position of Engineering Assistant II effective September 9, 2019.
5. Approve the appointment of Todd Nickel to the position of Engineering Assistant II effective September 30, 2019.
6. Approve the appointment of Kristi R. McDowell as the Interim Finance Director effective September 30, 2019.
7. Approve the designation of the position of City Clerk as a Department Head effective September 30, 2019 and provide a salary adjustment.
8. Resolution No. 212-2019, approving the purchase of a 2019 Dodge 3500 One Ton Dump Truck from Stew Hanson Dodge in the amount of \$45,201 for the Street Maintenance Dept.
9. Resolution No. 213-2019, approving the purchase of a 2019 Dodge Ram Pickup 5500 from Stew Hanson Dodge in the amount of \$69,796, which includes a V-Plow and Salt Spreader for the Street Maintenance Dept.
10. Resolution No. 204-2019, accepting the work as final and complete and approving the final pay request for the 2019 RFP#1 – Blake's Branch Cleaning Project.
11. Resolution No. 208-2019, approving the contract, bond, and certificate of insurance for the Ottumwa Regional Airport improvement project.
12. Beer and/or liquor applications for: Potros Garcia, 2804 N. Court; Bubba-Q's, 1110 N. Quincy Ave.; Veterans of Foreign Wars No. 775, 702 W. Main St.; Club 888, 123 W. Third St.; Oktoberfest Committee, temporary outdoor service area, Jimmy Jones Shelter, 10/2-10/5/19; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Recognize Frank Huston.
2. Hometown Rewards recognize the oldest appliance – Holly and Brad
3. Heartland Humane
4. Annual League of Cities Conference in Dubuque – 9/25-9/27.
5. IT Report – Edward Wilson
6. Landlords Conference in Ottumwa – free parking in designated areas.
7. Meeting with Tim Oswalt – Refinancing city bonds.
8. IUB decision on Alliant Rates
9. Review of City Goals
10. Effect of construction on small businesses

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Bid report and contract award for asbestos removal and demolition of 601 Spring Street.

RECOMMENDATION: Accept bid and award contract for asbestos removal and demolition of 601 Spring Street to Dan Laursen of Ottumwa, Iowa, in the amount of \$10,400.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on proposed Ordinance No. 3165-2019, amending the Code of Ordinances by changing the zoning classification on certain property located at 430 E. Second Street in the City of Ottumwa, Wapello County, Iowa from R-4, Multi-Family Residential District to C-2, Community Commercial District.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Ordinance No. 3165-2019, amending the Code of Ordinances by changing the zoning classification on certain property located at 430 E. Second in the City of Ottumwa, Wapello County, Iowa from R-4, Multi-Family Residential to C-2, Community Commercial.

RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3165-2019.
B. Waive the second and third considerations, pass and adopt Ordinance No. 3165-2019.

H. RESOLUTIONS:

1. Resolution No. 194-2019, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the Quiet Zone Project.

RECOMMENDATION: Pass and adopt Resolution No. 194-2019.

2. Resolution No. 200-2019, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the 2019 RFP#6 – City Hall Sidewalk Replacement Project.

RECOMMENDATION: Pass and adopt Resolution No. 200-2019.

3. Resolution No. 201-2019, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the 2019 RFP#7 – Ottumwa Public Library Sidewalk Project.

RECOMMENDATION: Pass and adopt Resolution No. 201-2019.

4. Resolution No. 202-2019, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the 2019 RFP#8 – Ray Street Sidewalk Installation Project.

RECOMMENDATION: Pass and adopt Resolution No. 202-2019.

5. Resolution No. 203-2019, accepting an Iowa Transportation Commission Grant for additional work on the Apron Reconstruction Project at the Ottumwa Regional Airport.

RECOMMENDATION: Pass and adopt Resolution No. 203-2019.

6. Resolution No. 205-2019, approving the contract, bond and certificate of insurance for the Bridge View Center PCC Precast Panel Repair Project.

RECOMMENDATION: Pass and adopt Resolution No. 205-2019.

7. Resolution No. 206-2019, approving Change Order No. 1 for the Bridge View Center PCC Precast Panel Repair Project.

RECOMMENDATION: Pass and adopt Resolution No. 206-2019.

8. Resolution No. 207-2019, approve matching funds for the Main Street Iowa Challenge Grant Application for 219 E. Main Street, for renovation costs.

RECOMMENDATION: Pass and adopt Resolution No. 207-2019.

9. Resolution No. 209-2019, awarding the contract for the WPCF VLR Gate Replacement Project to Woodruff Construction, LLC, out of Ames, IA in the amount of \$34,583.

RECOMMENDATION: Pass and adopt Resolution No. 209-2019.

10. Resolution No. 210-2019, approving the contract, bond and certificate of insurance for the WPCF VLR Gate Replacement Project.

RECOMMENDATION: Pass and adopt Resolution No. 210-2019.

11. Resolution No. 211-2019, setting the date of a public hearing on a proposed Amendment No. 8 to the West Gate Economic Development Urban Renewal Plan in the City of Ottumwa, State of Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 211-2019.

12. Tabled from Meeting No. 24 on 9/03/19

Resolution No. 195-2019, approving the severance agreement with former City Administrator Andy Morris.

RECOMMENDATION: Pass and adopt Resolution No. 195-2019.

I. ORDINANCES:

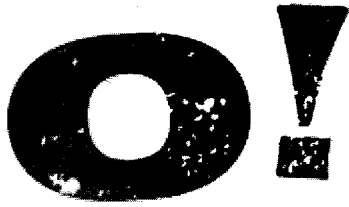
J. PUBLIC FORUM:

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]

OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 9/13/19 TIME: 12:00 PM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #26 to be held on 9/17/19

*** FAX MULTI TX REPORT ***

JOB NO. 0664
DEPT. ID 4717
PGS. 5

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[CITY OF]

OTTUMWA

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*** TX REPORT ***

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Ottumwa Courier
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FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #26 to be held on 9/17/19

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

REGULAR MEETING NO. 24
Council Chambers, City Hall

September 3, 2019
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Stevens moved, seconded by Berg to approve the following consent agenda items: Mins. from Reg. Mtg. No. 22 on August 20, 2019 and Special Mtg. No. 23 on August 23, 2019 as presented; Approve the Proclamation for September 2019 to be National Recovery Month; Approve the Proclamation for the week of September 13, 2019 as "Welcoming Week" in the City of Ottumwa; Acknowledgement of July financial rpt. and payment of bills as submitted by the Finance Dept.; Appointment of William Hansen to the Cemetery Board of Trustees, term to expire 7/1/2020 and reappointment of Shirley Gingrich-Sloanaker, Larry Jackson and John Swarney to the Public Safety Adv. Brd., terms to expire 10/2/2022; Approve the appointment of Ronald Jacobsen to the position of Superintendent for the Ottumwa WPCF effective August 26, 2019; Approve the Annual Urban Renewal rpt. for the Westgate Urban Renewal Area, Airport Urban Renewal Area, Wildwood Drive/Highway 34 Urban Renewal Area and the Hospital District/Pennsylvania Ave. Corridor Urban Renewal Area for fiscal yr. July 2018 through June 2019 for the City of Ottumwa, IA; Res. No. 182-2019, approving the Street Financial Rpt. for fiscal year July 2018 through June 2019 for the City of Ottumwa, IA; Res. No. 188-2019, setting October 1, 2019 as the date of a public hearing on the disposition of City owned property located at 430 S. Milner; Res. No. 196-2019, authorizing destruction of certain records according to the Code of Iowa, 2017, as amended; Beer and/or liquor applications for: Aldi, Inc. #73, 940 Quincy Ave.; Bridge View Center/VenuWorks, 102 Church St.; Warehouse Barbeque, 2818 N. Court; Alpine Inn, 1804 Albia Rd.; all applications pending final inspections. All ayes.

Roe moved, seconded by Berg to approve the agenda as presented with tabling Item H-6, Res. No. 195-2019, approving the severance agt. with former City Admin. Andy Morris. All ayes.

Interim City Admin. Lazio reported the following:

- IA State Landlord Assoc. will be in Ottumwa for a conference Oct. 17 & 18.
- Zach Simonson presented on the Healthy Neighborhoods Initiative – first year for this program and we received 76 applications and awarded 8 projects at the following addresses (217 N. Sheridan, 512 N. Adams, 324 N. Jefferson, 707 McKinley, 155 N. Davis, 1401 E. Main, 1619 Mowrey and 729 E. Williams.
- Wood River Energy contract renewal is coming up and have requested information from City Engineer Dohlman.
- Interim City Admin – timeline and parameters – looking at 3-6 months before we can find a replacement; requesting input from Council.
- POLCO – discussion and contract renewal – this contract is up in December – do we want to continue?
- Negotiations for Union Contracts will occur this fall.
- Essman/Flynn Wright, PR firm out of DSM, trying to get City, Ottumwa School District and GoPIP working collaboratively for the same common goal/purpose.
- Daughters of the American Revolution recognize September 17-23 to celebrate the foundation of America.

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

Roe moved, seconded by Berg to approve the contract with Ottumwa Economic Development Corporation (OEDC) for the period of July 1, 2019 to June 30, 2020 in the amount of \$20,000 and authorize Mayor Pro Tem to sign. Agreement contains the same language as last fiscal year with two members delegated by city staff and/or council members to serve on the board. All ayes.

Streeby moved, seconded by Roe to approve the release of Build Grant Project RFQ's for Developer and Public Consideration for the Riverfront Apartments, Ph. 1 and Ph. 2. Dir. of Hlth. Insp. & Planning Flanagan reported that we hope to include are town homes on lot adjacent to and east of Market St., elevation commercial and upper story living developments on Market St. municipal parking lot and elevation commercial and upper story living on Washington St. parking lot. All ayes.

Roe moved, seconded by Stevens to authorize the Mayor to sign the agreements and Consents to Lien for thirteen properties in the 300 block of E. Main St. in connection with the Ottumwa Main Street Project (Downtown Streetscape). PW Dir. Seals reported the Downtown Streetscape project included new water main and water services to the stop box which is located in the sidewalk. These agreements are a formal way for payment between the property owners and the City. All ayes.

This was the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2020 Roofing Improv. Rebid Project. PW Dir. Seals reported this project will remove existing and install new roofing systems on the WPCF Maintenance Roof, WPCF Airport Pump Station Roof and Fire Station No. 1 Dormitory Roof. Bids will be opened Sept. 25, 2019. Engineer's opinion of cost: \$107,000. No objections were received. Roe moved, seconded by Streeby to close the public hearing. All ayes.

Streeby moved, seconded by Stevens that Res. No. 192-2019, approving the plans, specifications, form of contract and estimated cost for the 2020 Roofing Improv. Rebid Project, be passed and adopted. All ayes.

This was the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Beach Reno. – Ph. 4, Shade Structures Installation. Parks Dir. Rathje reported this project will install new shade structures around the outdoor pools, complete with new concrete foundations, prefabricated steel framing and woven vinyl mesh fabric. Bids will be opened Sept. 25, 2019. Engineer's opinion of cost: \$100,000. No objections were received. Streeby moved, seconded by Berg to close the public hearing. All ayes.

Roe moved, seconded by Streeby that Res. No. 193-2019, approving the plans, specifications, form of contract and estimated cost for the Beach Reno. – Ph. 4, Shade Structures Installation, be passed and adopted. All ayes.

Stevens moved, seconded by Roe that Res. No. 183-2019, awarding the contract for the Bridge View Center PCC Precast Wall Panel Repair project to Merit Construction Services of Farmington, MN in the amount of \$153,450, be passed and adopted. PW Dir. Seals reported three bids were received on Aug. 14, 2019 with engineer's opinion of cost at \$130,000. Upon Council approval of the contract, bonds and insurance, staff will work and discuss value engineering ideas with Merit. All ayes.

Streeby moved, seconded by Roe that Res. No. 187-2019, fixing an amount for abating a nuisance against certain properties in the City of Ottumwa, IA totaling \$3,425.13, be passed and adopted. Dir. of Hlth. Insp. & Planning Flanagan reported that 5 nuisance clean ups are included in this resolution. All ayes.

Roe moved, seconded by Streeby that Res. No. 189-2019, approving and authorizing execution of a First Amendment to the Agt. for Private Development by and between the City of Ottumwa and 312

East Alta Vista Partnership, LLLP, be passed and adopted. Dir. of Hlth. Insp. & Planning Flanagan reported this resolution will cure the default in the Development Agt. with Blackbird, regarding the site of our former hospital. The date of completion for demo was changed from Sept. 1, 2018 to Dec. 15, 2019 and date of project completion has been moved from Dec. 31, 2023 to Dec. 31, 2024. All ayes.

Streeby moved, seconded by Stevens that Res. No. 190-2019, determining the necessity and setting dates of a consultation and a public hearing on a proposed Agassiz Urban Renewal Plan for a Proposed Urban Renewal Area in the City of Ottumwa, State of IA, be passed and adopted. Dir. of Hlth. Insp. & Planning Flanagan reported this will start the process of establishing an Urban Renewal Area for the site of the former Agassiz School. The Agassiz URA is being established to empower the City to provide rebate incentives in conjunction with tax credits applications for the development of approx. 36 units of multi-family housing within the old school. The consultation meeting with other public entities will be Sept. 11, 2019 at 2:00 PM. Mr. Danaher will request a 15 year TIF rebatement as an incentive for redevelopment. All ayes.

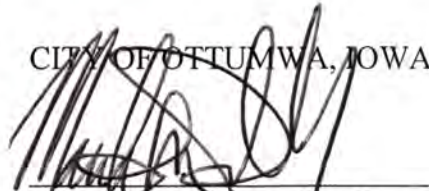
Streeby moved, seconded by Berg that Res. No. 191-2019, approving Change Order No. 3 and accepting the work as final and complete and approving the final pay request for the Albia Rd.-Wapello St. Modern Roundabout Project, be passed and adopted. PW Dir. Seals reported this change order decreases the contract by \$15,671.52. Total new contract sum \$759,620.49. Ayes: Stevens, Berg, Streeby. Nays: Roe, Dalbey. Motion carried.

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

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


Adjournment was at 6:15 P.M.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 25
Room 108, City Hall

September 6, 2019
5:00 O'Clock P.M.

The meeting convened at 5:00 P.M.

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

Roe moved, seconded by Streeby to enter into closed session in accordance with Iowa Code Section 21.5 1.c ("To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.") for the purpose of discussing pending litigation. All ayes.

The meeting entered closed session at 5:01 P.M.

SPECIAL MEETING NO. 25
Room 108, City Hall

September 6, 2019
5:43 O'Clock P.M.


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

The meeting returned to open session at 5:43 P.M.

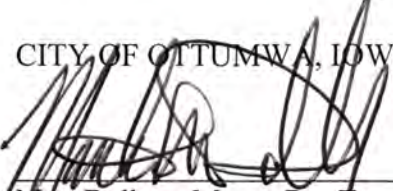
There being no further business, Streeby moved, seconded by Roe to adjourn. All ayes.

Adjournment was at 5:46 P.M.

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

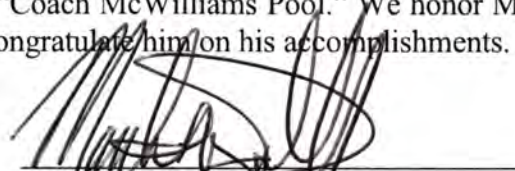

Matt Dalbey, Mayor Pro Tem




PROCLAMATION
Mike McWilliams

- WHEREAS, Mike McWilliams graduated from Ottumwa High School in 1959 and at age 19 became assistant coach for the Ottumwa Country Club Swim Team; and
- WHEREAS, Beginning in 1965 and for the following forty years he coached boys and girls swimming teams at Ottumwa High School; and
- WHEREAS, Mike guided two state champions, multiple state runners-ups and numerous All-American swimmers; and
- WHEREAS, Mike worked endlessly and selflessly to earn academic and swimming scholarships for his students and swimmers; and
- WHEREAS, In February 2020, Mike will be inducted into the Iowa High School Swim Coaches Association Hall of Fame. The City of Ottumwa honors him for this achievement; and
- WHEREAS, The City of Ottumwa dedicates the indoor pool at the Beach Ottumwa, the "Coach McWilliams Pool" for the first Ottumwa High School swimming meet in the fall of 2019.


NOW, THEREFORE, I, MATT DALBEY, Mayor Pro Tem, City of Ottumwa, proclaim the indoor swimming pool at the Beach Ottumwa, the "Coach McWilliams Pool." We honor Mike on his forty years of coaching Ottumwa students and congratulate him on his accomplishments.



Matt Dalbey, Mayor Pro Tem

ATTEST:


Christina Reinhard, City Clerk





September 17, 2019

TO: Ottumwa City Council Members

FROM: Matt Dalbey, Mayor Pro Tem

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointments to the Airport Advisory Board, terms to expire 10/01/2022.

Duke Ball
17880 Husky Trail
Drakesville, IA 52552

Pam Kaupins
205 Keomah Village
Oskaloosa, IA 52577

FILED

2019 SEP -4 AM 8:25


CITY OF OTTUMWA

STAFF SUMMARY

CITY CLERK
OTTUMWA, IA

Council Meeting of: 9/17/2019

ITEM NO.
Joni Keith



Prepared By


Larry Seals

LBS

Department Head

Engineering

Department


Tom X. Lazio, Interim City Administrator

AGENDA TITLE: Approve the appointment of Cody McClure to the position of Engineering Assistant II position effective September 9, 2019.

PURPOSE: Approve the appointment of Cody McClure to the position of Engineering Assistant II effective September 9, 2019.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Cody McClure recently successfully tested for an Engineering Assistant II position in the Engineering position due to a resignation. This position became effective September 9, 2019 and salary will be \$21.08 per hour. This is a Civil Service, Bargaining Unit position.

FILED

2019 SEP -4 AM 8:25

CITY OF OTTUMWA

STAFF SUMMARY

CITY CLERK
OTTUMWA, IA

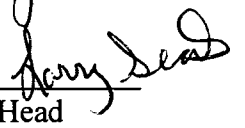
Council Meeting of: 9/17/2019

ITEM NO.
Joni Keith



Prepared By

Larry Seals



Department Head

Engineering

Department


Tom X. Lazio, Interim City Administrator

AGENDA TITLE: Approve the appointment of Todd Nickel to the position of Engineering Assistant II position effective September 30, 2019.

PURPOSE: Approve the appointment of Todd Nickel to the position of Engineering Assistant II effective September 30, 2019.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Todd Nickel recently successfully tested for an Engineering Assistant II position in the Engineering position due to a resignation. This position became effective September 9, 2019 and salary will be \$21.76 per hour. Because Todd is currently the Beach Maintenance Worker, his salary increase due to this job transfer will result in Step 1 year on the salary schedule. This is a Civil Service, Bargaining Unit position.

FILED

2019 SEP -4 PM 2: 19

CITY OF OTTUMWA

STAFF SUMMARY

CITY CLERK
OTTUMWA, IA

Council Meeting of: September 17, 2019

ITEM NO.

Joni L. Keith
Prepared By

Tom X. Lazio
Department Head

Administration
Department

AGENDA TITLE: Approve the appointment of Kristi R. McDowell as the Interim Finance Director effective September 30, 2019.

PURPOSE: Approve the appointment of Kristi R. McDowell as the Interim Finance Director effective September 30, 2019.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Finance Director Bob Jay has submitted his letter of resignation effective October 4, 2019. Kristi McDowell has been the Accountant with the Finance Department since June of 2002 and has assumed the duties and responsibilities of an interim finance director at least twice during her tenure with the City. She will assume the current salary for this finance department position until a new Finance Director is hired. Thereafter, she will return to her current salary, but will receive a 10 per cent increase for a six-month period while she trains the new finance director.

FILED

CITY OF OTTUMWA

2019 SEP 12 PM 2:50

STAFF SUMMARY

CITY CLERK
OTTUMWA, IA

Council Meeting of: September 17, 2019

ITEM NO.

Joni Keith

Prepared By

Tom X. Lazio

Department Head

City Clerk

Department

AGENDA TITLE: Approve the designation of the position of City Clerk as a Department Head effective September 30, 2019 and provide a salary adjustment.

PURPOSE: Approve the designation of the City Clerk position as a Department Head effective September 30, 2019.

RECOMMENDATION: Approve the designation.

DISCUSSION: Christina Reinhard was appointed as the City Clerk on March 26, 2018. Because of the importance of this position to the City, it is prudent to designate this position as a Department Head which would be exempt under the Fair Labor Standards. In addition, in a review of comparables for the City's sister cities, it appears there needs to be a wage adjustment for this position. The recommendation by staff is that the wage be increased to \$62,000 per year. This is a \$10,000 increase. As a Department Head, this position would no longer be eligible for step increases. This position is not covered by Civil Service or any collective bargaining agreement.

FILED
2019 SEP 12 PM 2:25
CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: September 17, 2019

Street
Department

Kelly Blankenship
Prepared By

Larry Seals *Larry Seals*
Department Head

Tom Seals
City Administrator Approval

AGENDA TITLE: Resolution #212-2019. Approve the purchase of a 2019 Dodge 3500 One Ton Dump Truck from Stew Hanson Dodge in the amount of \$45,201.00.

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

RECOMMENDATION: Pass and adopt Resolution #212-2019.

DISCUSSION: This truck will replace #208 which was purchased in 2004 and is on a ten (10) year replacement schedule. We were able to extend the replacement schedule by five (5) years through an extensive detailed maintenance and inspection program. Evaluation of the truck was completed October 31, 2018 with the recommendation to be replaced and confirmed by the Fleet Committee on November 29, 2018. Specs and costs were later approved at the Fleet Committee Meeting held on May 15, 2019.

This vehicle is used daily for street patching. #208 has 91,250 miles and will be sold at action.

Two bids were received with Stew Hanson Dodge submitting the best bid of \$45,201.00. This is a budgeted item for FY 20/21.

Budgeted amount \$120,000

2019 Dodge 5500 \$ 69,796.00
2019 Dodge 3500 \$ 45,201.00

\$114,997.00

Source of Funds: RU

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #212-2019

A RESOLUTION APPROVING THE PURCHASE OF A 2019 DODGE RAM 3500 ONE TON DUMP TRUCK FROM STEW HANSON DODGE IN THE MOUNT OF \$45,201.00

WHEREAS, #208 was evaluated and recommend for replacement; and,

WHEREAS, The Fleet Committee agreed with replacement at its November 29, 2019 meeting and approved specs at its May 15, 2018 meeting, and

WHEREAS, Bids were solicited with Stew Hanson Dodge submitting the best bid in the amount of \$45,201.00.



NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The purchase of a 2019 Dodge One Ton Dump Truck from Stew Hanson Dodge is approved.

APPROVED, PASSED, AND ADOPTED, this 17th day of September, 2019.

CITY OF OTTUMWA, IOWA


Matt Dalbey, Mayor Pro-Tem

ATTEST:



Christina Reinhard, City Clerk

FILED

2019 SEP 12 PM 2:26

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: September 17, 2019

Street
Department

Kelly Blankenship
Prepared By

Larry Seals *Larry Seals*
Department Head

Tom & Joyce
City Administrator Approval

AGENDA TITLE: Resolution #213-2019. Approve the purchase of a 2019 Dodge Ram Pickup 5500 from Stew Hanson Dodge in the amount of \$69,796.00 which includes a V-Plow and Salt Spreader.

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

RECOMMENDATION: Pass and adopt Resolution #213-2019.

DISCUSSION: This truck will replace #220 which was purchased in 2005 and is on a ten (10) year replacement schedule, we have been able to extend the replacement by four years. Evaluation of the truck was done October 31, 2018 with the recommendation to be replaced and confirmed by the Fleet Committee on November 29, 2018. Specs and costs were later approved at the Fleet Committee Meeting held on May 15, 2019.

We received 3 bids with one bid meeting the full specifications. This truck will be equipped with a large tool box between cab and dump bed, 10' V-Snow Blade and a slide in salt spreader. This truck will be used for street construction, snow maintenance on narrow streets, parking lots and alleys as needed. #220 has 84,389 and will be sold at auction.

Bids were solicited with Stew Hanson Dodge submitting the best bid of \$69,796.00. This is a budgeted item for FY 20/21.

Budgeted amount \$120,000

2019 Dodge 5500 \$ 69,796.00

2019 Dodge 3500 \$ 45,201.00

\$114,997.00

Source of Funds: RU

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #213-2019

A RESOLUTION APPROVING THE PURCHASE OF A 2019 DODGE RAM PICKUP 5500 FROM STEW HANSON DODGE IN THE MOUNT OF \$69,796.00 WHICH INCLUDES A V-PLOW AND SALT SPREADER

WHEREAS, The #220 was evaluated and recommend for replacement; and,

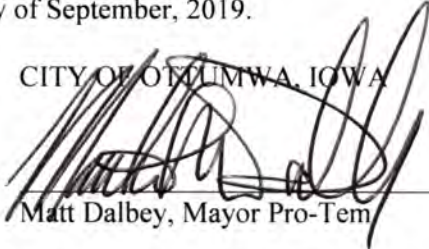
WHEREAS, The Fleet Committee agreed with replacement at its November 29, 2019 meeting and approved specs at its May 15, 2018 meeting, and

WHEREAS, Bids were solicited with Stew Hanson Dodge submitting the best bid in the amount of \$69,796.00 which includes a V-Plow and Salt Spreader.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The purchase of a 2019 Dodge Ram Pickup from Stew Hanson Dodge is approved.

APPROVED, PASSED, AND ADOPTED, this 17th day of September, 2019.

CITY OF OTTUMWA, IOWA


Matt Dalbey, Mayor Pro-Tem

ATTEST:



Christina Reinhard, City Clerk

FILED

CITY OF OTTUMWA

2019 SEP 12 AM 10:19

Staff Summary

CITY CLERK
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: September 17, 2019

Engineering Department
Department

Alicia Bankson
Prepared By

Larry Seals *Larry Seals*
Department Head

Tom X. Seago
City Administrator Approval

AGENDA TITLE: Resolution #204-2019. Accepting the work as final and complete and approving the Final Pay Request for the 2019 RFP #1 Blake's Branch Cleaning.

**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 #204-2019.

DISCUSSION: DC Concrete and Construction of Douds, Iowa was awarded the contract for the 2019 RFP #1 Blake's Branch Cleaning on February 20, 2019 in the amount of \$16,700.00.

The contractor has completed the above referenced work according to the request for proposals. This will release all retainage for final payment.

Original Contract Amount	\$16,700.00
Less Previous Payments	<u>\$15,865.00</u>
Final Amount Due	\$ 835.00

Source of Funds: Sewer Fund

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION #204-2019
A RESOLUTION ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST
FOR 2019 RFP #1 BLAKE'S BRANCH CLEANING

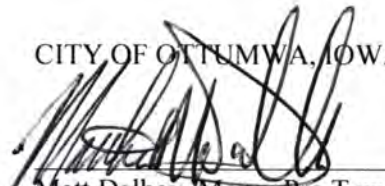
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on February 20, 2019 with DC Concrete and Construction of Douds, Iowa for the above referenced project; and

WHEREAS, The project is now completed in accordance with the contract.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Blake's Branch Cleaning (RFP #1-2019) is hereby accepted as complete, and authorization to make final payment to DC Concrete and Construction of Douds, Iowa in the amount of \$835.00 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 17th day of September, 2019

CITY OF OTTUMWA, IOWA


Matt Dalbey, Mayor Pro Tem

ATTEST:


Christina Reinhard, City Clerk

SECTION 630
PAY ESTIMATE

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: 2019 RFP #1 Blakes Branch Box Cleaning PAY REQUEST NO. 2
Final

FROM CONTRACTOR: DC Concrete & Construction

PAY PERIOD: 28-Aug-19

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$16,700.00</u>
2. Net change by Change Orders	<u>\$0.00</u>
3. Contract Sum to Date (Line 1± Line 2)	<u>\$16,700.00</u>
4. Total Completed and Stored to Date	<u>\$16,700.00</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$16,700.00</u>
7. Less Previous Payments	<u>\$15,865.00</u>
8. Current Payment Due	<u>\$835.00</u>

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: 9-11-19

BY: Justin 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.

Danny Seals
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$835.00

DATE: 9-11-19

2019 RFP #1 Blakes Branch Box Cleaning

2

8/28/2019

ITEM DESCRIPTION

1 Blakes Branch Box Cleaning

DC Concrete & Construction
UNIT QTY PRICE

LS 1 \$16,700.00

EXTENSION
\$16,700.00

AS BUILT
QTY 1

EXTENSION
\$16,700.00

QUANTITY
OVER/UNDER
\$0.00

% OF
CONTRACT
100.00%

TOTAL
\$16,700.00

ASBUILT TOTAL
\$0.00

FILED

2019 SEP 12 AM 11:41

CITY CLERK
OTTUMWA, IA

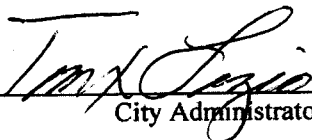
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 17, 2019

Airport
Department

Chris Cobler
Prepared By
Tom Lazio
Department Head



City Administrator Approval

AGENDA TITLE: Resolution # 208- 2019 Approving the contract, bond, and certificate of insurance for the Ottumwa Regional Airport improvement 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 # 208-2019

DISCUSSION: These are the bonds, certificate of insurance and signed contract with Manatt's Inc. of Brooklyn, IA. for the above referenced project and are now on file with the city clerk. This project was awarded at the August 6, 2019 City Council Meeting in the amount of \$278,441.25.

Source of Funds: 85% IDOT / 15% Airport Balance Fund Budgeted Item: Budget Amendment Needed:

RESOLUTION # 208-2019

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

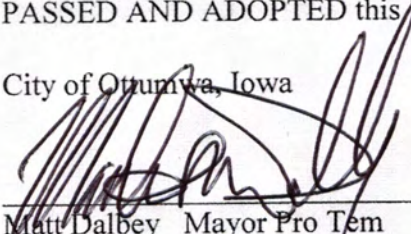
WHEREAS, The city council of the City of Ottumwa, IA. accepted bids for the above referenced project and awarded the contract to Manatt's Inc. of Brooklyn IA. in the amount of \$278,441.25.

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

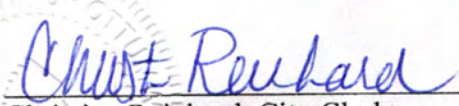
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT; The contract bond and certificate of insurance with Manatt's Inc. of Brooklyn, IA. for the referenced project are hereby approved.

PASSED AND ADOPTED this 17th day September 2019

City of Ottumwa, Iowa


Matt Dalbey Mayor Pro Tem

ATTEST:


Christina Reinhard, City Clerk





1775 Old 6 Rd

PO Box 535

Brooklyn, IA 52211-0535

www.manatts.com

September 11, 2019

City of Ottumwa
105 E Third St
Ottumwa, IA 52501

Re: Ottumwa Airport Apron Expansion

Subject: Tax Exemptions Certificates

Please find a list of our subcontractors and the information required for the airport to issue tax exemption certificates for Manatt's Inc. and their subcontractors. Please forward these documents to my attention at Manatt's Inc., PO Box 535. Brooklyn, IA 52211.

Prime Contractor: Manatt's Inc.
1775 Old 6 Rd
PO Box 535
Brooklyn, IA 52211
Phone: 641.522.9206
Fax: 641.522.5594
Fed ID: 42-1377409
Work: Paving

Subcontractors:

OEL Construction Services
1306 River Rd S
Steamboat Rock, IA 50672
Phone: 641.868.2222
Fax: 888.522.9307
Fed ID: 26-4461446
Work: Joint Sealing

Parking Lot Specialties LLC
PO Box 35702
Des Moines, IA 50315
Phone: 515.262.1155
Fax:
Fed ID: 20-247557
Work: Traffic Control

If questions arise, please advise.

Respectfully submitted,

A handwritten signature in black ink that reads 'Nikki Butler'.

Nikki Butler
Contract Adm.

Phone • 641-522-9206

Faxes • 641-522-9407
• 641-522-5594

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

THIS AGREEMENT, made as of September 17, 2019 is

BY AND BETWEEN

the OWNER:

City of Ottumwa
105 E Third Street
Ottumwa, Iowa 52501

And the CONTRACTOR:

Manatt's Inc.
1775 Old Highway 6
P.O. Box 535
Brooklyn, IA 52211-0536

WITNESSETH:

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

Apron Improvements

hereinafter referred to as the Project.

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

Article 1 – Work

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

Article 2 – Contract Documents

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

complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

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

\$ Two Hundred Seventy-Eight Thousand, Four Hundred Forty One Dollars and twenty-five cents.

(Amount in Written Words)

\$278,441.25

(Amount in Numerals)

subject to the following;

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

Article 4 – Payment

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

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

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared

by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

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

Article 5 – Contract Time

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

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

Article 6 – Liquidated Damages

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

Furthermore, the CONTRACTOR understands and agrees that;

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

Article 7 – CONTRACTOR'S Representations

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

Article 8 – New Employee Work Eligibility Status

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

Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

Article 9 – Miscellaneous

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

Article 10 – OWNER’S Representative

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

Kirkham Michael
11021 Aurora Avenue
Urbandale, Iowa 50322

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

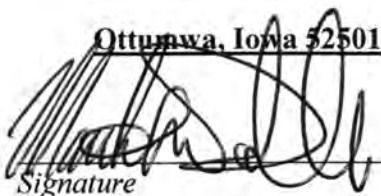
IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed four (4) copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Ottumwa

Address: 105 E Third Street
Ottumwa, Iowa 52501

By:



Signature

CONTRACTOR

Name: Manatt’s Inc.

Address: 1775 Old Highway 6
P.O. Box 535
Brooklyn, Iowa 52211-0535

Mayor Pro Tem
Title of Representative

By: Luigi Rauter
Signature

Contract Adm.

ATTEST
By: Christ Reinhard
Signature

City Clerk
Title

ATTEST
By: [Signature]
Signature

Contracts Clerk
Title

ADDENDUM NO. 1

Ottumwa Regional Airport
Apron Reconstruction (PCC)
Ottumwa, Iowa
IaDOT Project Number 91190OTM100
KM PROJECT NO. 1812240

Date of Issue: July 10, 2019

Date of Bid Opening: July 30, 2019

Note to all Planholders: This Addendum shall be attached to and made a part of the Contract Documents and Specifications and Drawings for the above named project.

ADDENDUM NO. 1

The following changes and clarifications to the Contract Documents are issued by the Engineer and shall have the same force and effect as though a part of the original issue. All other stipulations and requirements of the Contract Documents and Drawings remain in effect.

CHANGES TO SPECIFICATIONS AND BIDDING DOCUMENTS

The following changes and /or clarifications have been made:

1. Proposal Form Bid Item 4 – 5-Inch Modified Subbase:

In place of supplying Modified Subbase, the Ottumwa Regional Airport has a stockpile of aggregate base for use by the Contractor. Bidder's price shall include hauling, placing, and compacting the Airport supplied base material.

2. The Form of Proposal, Plans and Specifications are available on QuestCDN (Ebid# 6439313).

**All Bidders shall indicate acknowledgment of this Addendum on
Page PF-3
of the Proposal Form which is submitted at the bid letting.**



Robert A. Garber, Project Engineer
Kirkham Michael

END OF ADDENDUM NO. 1

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Manatt's, Inc.
Brooklyn, IA 52211, as Principal, and Merchants Bonding Company (Mutual), as Surety, are
hereby held and firmly bound unto the City of Ottumwa, Iowa as owner in the penal sum of _____
Ten Percent (10%) of the Total Amount of the Bid for the payment of which, well and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,
successors and assigns. Signed, this 30 day of July, 2019.

The condition of the above obligation is such that whereas the Principal has submitted to _____
City of Ottumwa, Iowa a certain Bid, attached hereto and hereby made a part
hereof to enter into a contract in writing, for the Apron Improvements for the Ottumwa Regional
Airport, Iowa

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the
Form of Contract attached hereto (properly completed in accordance with said Bid) and
shall furnish a bond for his faithful performance of said contract, and for the payment of
all persons performing labor or furnishing materials in connection therewith, and shall
in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims hereunder
shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall be in no way impaired or affected by any extension of the time within which
the Owner may accept such Bid; and said Surety does hereby waive notice of any such
extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto affixed
and these presents to be signed by their proper officers, the day and year first set forth above.

Manatt's, Inc.
Principal
By: Brian L. Manatt
Brian L. Manatt, President
Merchants Bonding Company (Mutual)
Surety

SEAL

By: John McKusker
John McKusker, Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.

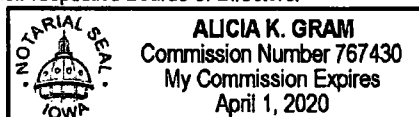


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30 day of July, 2019.



William Warner Jr.
Secretary

FORM OF PROPOSAL

TO: The City of Ottumwa
 Attn: City Clerk
 105 E Third Street
 Ottumwa, Iowa 52501

The undersigned, in compliance with the request for bids for construction of the following Project:

**Apron Improvements
 Ottumwa Regional Airport**

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BASE BID SCHEDULE

Bid Item	Specification Reference and Item Description	Quantity	Unit	Unit Price	Extension
1	S-100 Traffic Control, Mobilization and Safety Plan	1	LS	\$ 55,000 .00	\$ 55,000 .00
2	7040 Pavement Removal	3,341	SY	\$ 8 .75	\$ 29,233 .75
3	2010 Subgrade Preparation, 12-Inch	3,341	SY	\$ 3 .00	\$ 10,023 .00
4	2010 5-Inch Modified Subbase	3,341	SY	\$ 4 .50	\$ 15,034 .50
5	7010 7-Inch PCC	3,341	SY	\$ 50 .00	\$ 167,050 .00
6	Tie-Down Anchors	21	EA	\$ 100 .00	\$ 2,100 .00

TOTAL BID SCHEDULE (Numeral Format).....\$ 278,441.25

TOTAL BID SCHEDULE (Written Format): Two hundred, seventy-eight thousand, four hundred forty-one dollars and twenty-five cents

ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 10% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The Bidder acknowledges that the proposal form requires each unit price to be written out in words under each bid item prior to the bid opening.
- e. The BIDDER acknowledges that the proposal form shall remain within the Specification book and will be submitted as one document at the bid opening.
- f. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- g. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **thirty (30) days** from the stated date for receipt of bids.
- h. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract and furthermore provide executed payment and performance bonds within fifteen (15) days of the notice-of-award. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- i. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice to Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **30 Working Days** from the commencement date specified in the Notice-to-Proceed.

- j. The undersigned acknowledges and accepts that for each and every Working day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount prescribed in Section 2, Special Provisions for each work day required in excess of the authorized Contract Time.
- k. The undersigned specifically agrees not to discriminate against any recipients of services on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry and not to discriminate against any employees or applicant for employment on the basis of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.
- l. The undersigned acknowledges receipt of the following addenda:

Addendum Number <u>1</u>	dated <u>7/10/19</u>	Received <u>7-10-19</u>	<u>TT</u>
Addendum Number <u> </u>	dated <u> / / </u>	Received <u> </u>	<u> </u>

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.

- b. **Additional Insured.** If there is an additional charge for the insurance for naming the City of Ottumwa and the Engineer as an additional insured, the amount must be shown here. The amount shown will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance company does not charge an extra fee for naming the City of Ottumwa as an additional insured.

\$ 0.00

ATTACHMENTS TO THIS BID

The following documents are attached to and made a part of this Bid:

- 1. Bid Guaranty in the form of
BID BOND;

- 2. Evidence of BIDDER'S qualifications per the requirements of the Instructions-to-Bidders.

SEE ATTACHED



SMARTER | SIMPLER | CUSTOMER DRIVEN

www.iowadot.gov

Office of Contracts | Project Delivery Bureau
800 Lincoln Way | Ames, Iowa 50010
Phone: 515-239-1414 | Email: dot.contracts@dot.iowa.gov

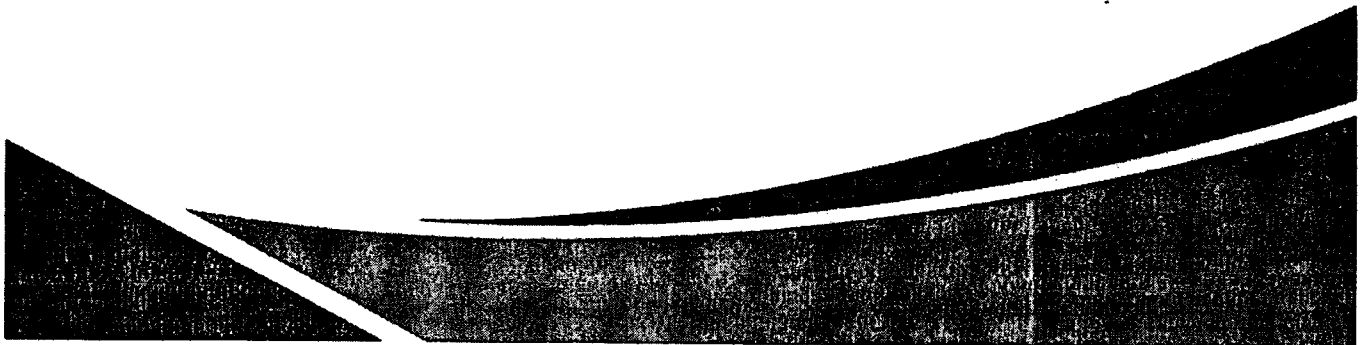
February 27, 2019

MANATT'S, INC.
1775 OLD HIGHWAY 6
P.O. BOX 535
BROOKLYN, IA 52211-0535
BRANDIEF@MANATTS.COM; TIMD@MANATTS.COM

Dear Contractor:

We acknowledge receipt of your CPA Audited Financial-Experience-Equipment Statement for the period closing November 30, 2018. This statement will serve to place you on our list of qualified bidders for construction and maintenance work offered by the Iowa Department of Transportation. This statement expires on **May 31, 2020**.

Your maximum pre-qualification for all incomplete work is *Unlimited*. Your prequalification categories and annual bid bond status on file with this office are listed on the enclosed page.



We acknowledge receipt of your Bidder Status Form dated February 25, 2019. We will retain this form on file. Each time you submit an electronic bid on a non-federal aid proposal you will certify the accuracy of this information.

You are required to submit a new form whenever the information that you have supplied changes or whenever you submit a Contractors Financial Experience Equipment Statement (Form 650004). Unless otherwise specified in the contract documents, bidder status forms must be on file in this office by noon the day prior to the letting in order to be approved as a valid bidder.

Sincerely,



Daniel C Stokes
Prequalification Analyst

NOTE: Iowa Code Chapter 91C requires that all contractors register with the Iowa Division of Labor - Contractor Registration before performing any construction work in the state of Iowa. If your business provides any type of plumbing, mechanical, HVAC, refrigeration, sheet metal or hydronic systems services, you are required to obtain a license with the Plumbing & Mechanical Systems Board before applying with contractor registration.

*Inquiries should be directed to: Iowa Division of Labor - Contractor Registration
Phone: 515-242-5871 | Fax: 515-725-2427
contractor.registration@iwd.iowa.gov | www.iowacontractor.gov*

PREQUALIFICATION CATEGORIES

**Approved per Article 1102.01, Competency and Qualification of Bidders, as of
February 27, 2019 for (MA225) MANATT'S, INC.**

ALTERNATE PAVT TYPE :

(H1) ALTERNATE PAVEMENT TYPE

PCC PAVEMENT :

(P1) PCC PAVEMENT
(P2) PCC PAVEMENT - MINOR

HMA PAVEMENT :

(A1) HMA PAVEMENT/RESURFACING

SURFACE REHABILITATION :

(R1) PATCHING
(R2) JOINT REPAIR
(R3) PAVEMENT PLANING/GROOVING
(R4) SEAL COATS
(R5) SLURRY SEAL
(R6) FOG SEALS
(R7) MICROSURFACING
(R8) MILLED RUMBLE STRIPS

GRADING :

(G3) SEWER & INTAKES
(G4) RIP RAP
(G5) PIPE CULVERTS
(G6) GRANULAR SURFACING OF ROADWAY
(G7) LONGITUDINAL SUBDRAIN

MISCELLANEOUS :

(M1) MISCELLANEOUS

MAINT AGGREGATE MATLS :

Your Annual Bid Bond expires: March 31, 2019

PREQUALIFICATION CATEGORIES

**Approved per Article 1102.01, Competency and Qualification of Bidders, as of
February 27, 2019 for (MA225) MANATT'S, INC.**

(X1) MAINTENANCE AGGREGATE MATERIALS

MAINT BITUMINOUS MATLS :

(Y1) MAINTENANCE BITUMINOUS MATERIALS

Your Annual Bid Bond expires: March 31, 2019

SIGNATURE OF BIDDER

IF AN INDIVIDUAL:

Name: _____

By: _____
(Signature of Individual)

Doing Business as: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP:

Partnership Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign as a Partnership)


Name and Title: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION:

Corporation Name: MANATEE, INC.

By: 
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: TIM TOMETICH - ESTIMATOR

Business Address: 1775 OLD 6 ROAD, BROOKLYN, IA 52211

(CORPORATE SEAL)

Telephone Number: 641-522-9206

ATTEST:

By: Chris Swin
(Authorized Signature)

Name and Title: Chris Swin General Sp.

IF A JOINT VENTURE: *(Attach copy of Joint Venture Agreement)*

Joint Venture Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____
(Authorized Signature)
(Attach Evidence of Authority to sign)

Name and Title: _____

Business Address: _____

Telephone Number: _____



1775 Old 6 Rd
 PO Box 535
 Brooklyn, IA 52211-0535
 www.manatts.com

March 8, 2019

To: Whom It May Concern

The Board of Directors of Manatts, Inc. names the following individuals to be authorized to sign bidding proposals and pay estimates on behalf of Manatts, Inc.

Ames Office: Duane Hassebrock – Vice President, General Manager, Ames Asphalt
 Scott Johnson – Project Manager
 Brad Schwiebert – Project Manager
 Jeff Cirks – Project Manager
 Andy Argotsinger – Project Manager

Newton Office: Jason Spooner – Vice President, General Manager, Newton Asphalt
 Joel Robinson – Project Manager
 Steve Illingworth – Project Manager
 Bob Morton – Division Manager, Milling
 Bryan Wacha – Operations Manager, Milling

Metro Office: Curt Manatt – Vice President
 Mike Viedorfer – Project Manager

Brooklyn Office: Brian Manatt – President
 Duane McDonald – Vice President, General Manager, PCC Division
 David Schinckel – Vice President, Subdrain/Sealcoat Division Manager
 Chris Sawin – PCC Division Field Manager
 Tim Tometich – Estimator
 Tim Douglas – CFO

The Contract Administrators for Manatts, Inc. are Nikki Butler and Ashley Lint. They have the authority to sign all contracts along with Vickie McDonald, Office Manager, and the following officers, Brian Manatt, Adam Manatt and Tim Douglas.

Sincerely,

Brian Manatt
 President

Phone • 641-522-9206



Faxes • 641-522-9407
 • 641-522-5594

**LIST OF SUBCONTRACTORS
(To Be Completed With Execution of Contract)**

Airport: Ottumwa Regional Airport

Location: Ottumwa, Iowa

The Airport Sponsor is required to submit subcontract information on subcontractors who perform work on this projects. Therefore the Airport Sponsor requires that the prime contractor submit the following information related to this project.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	APPROXIMATE DOLLAR VALUE
1. <u>OEL CONSTRUCTION SERVICES</u>	<u>JOINT SEALING</u>	<u>6,514.95</u>
2. <u>ADVANCED TRAFFIC CONTROL</u>	<u>PAINTING</u>	<u>6,600.00</u>
3. <u>PARKING LOT SPECIALTIES</u>	<u>TRAFFIC CONTROL</u>	<u>24,995.00</u>
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

SIGNED 

COMPANY MANATTS, INC.

BY Tim Tometich
(Printed name)

DATE 7-30-19

Contractor MAVATTS, INC.

Page# 1

Project# 911900TM100

**TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTRACT INFORMATION**

County: Wapello

City: Ottumwa

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contracts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED
DEL Construction Services	✓	7-26-19	Yes	7-26-19	Yes	\$ 6514.95
BONNIE'S BARRICADES	✓	7-25-19	Yes	7-25-19	NO	\$ 0.00

Total dollar amount proposed to be subcontracted to TSB on this project \$ 6514.95

List items by name to be subcontracted:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/10/2019

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 4200 Corporate Drive Ste 160 West Des Moines IA 50266	CONTACT NAME: Tina Felderman PHONE (A/C, No, Ext): 515-440-8407 E-MAIL ADDRESS: tina_felderman@ajg.com	FAX (A/C, No): 515-457-8964
	INSURER(S) AFFORDING COVERAGE	
INSURED Manatt's Inc. 1775 Old 6 Rd PO Box 535 Brooklyn IA 52211-0535	INSURER A: Travelers Indemnity Company NAIC # 25658	
	INSURER B: Charter Oak Fire Insurance Company 25615	
	INSURER C: Travelers Property Casualty Co of America 25674	
	INSURER D: The Travelers Indemnity Company of CT 25682	
	INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1928644977

REVISION NUMBER:

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

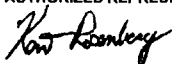
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	VTOCO5A04049719	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS90 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	VTC2KCAP5A04050419	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	VTSMJCUP9C56702019	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	UB8L8547421925D	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job #3321, Project: Apron Improvements, Ottumwa Regional Airport, 9II90TM100, Iowa DOT Project Number

City of Ottumwa, Iowa and the Engineer are Additional Insured on a primary and non-contributory basis if required by a written contract with the Named Insured, but only for the coverage and limits provided by the policy and the additional insured endorsement (CGD604 0813) Excess/Umbrella follows form. Waiver of subrogation in favor of City of Ottumwa, Iowa and the Engineer on the general liability, automobile liability and worker's compensation policies. Care, Custody and Control coverage is applicable as required for this project. Travelers uses the ISO Commercial General Liability Coverage Form (CG 00 01). That coverage form does not specifically reference coverage for punitive damages. Travelers does not interpret this silence, standing alone, to mean that punitive damages are not covered under this form. To the extent that a judgment for punitive damages meets all coverage requirements of this coverage form, the punitive See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Ottumwa, Iowa 105 East Third Street Ottumwa IA 52501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Manatt's Inc. 1775 Old 6 Rd PO Box 535 Brooklyn IA 52211-0535	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

damages would be payable under the policy unless the insuring of those punitive damages is prohibited as a matter of public policy by the governing state's law.
. 30 days notice of cancellation applies on all policies.

Telephone _____
SURETY BOND NO. IAC589816

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Manatt's, Inc. of 1775 Old Highway 6, Brooklyn, Iowa 52211-0535, as Principal (hereinafter the "Contractor" or "Principal") and Merchants Bonding Company, (Mutual) 6700 Westown Parkway, West Des Moines, Iowa 50266, as Surety are held and firmly bound unto City of Ottumwa, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of **Two Hundred Seventy-Eight Thousand, Four Hundred Forty One Dollars and twenty-five cents. (278,441.25)**, lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, 20____, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Apron Improvements
at the Ottumwa Regional Airport

And to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of five percent (5%) of the total bid, which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

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

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

persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

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

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

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

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

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

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

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

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

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

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

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

Witness our hands, in triplicate, this 10th day of September, 2019.

Surety Countersigned By:

PRINCIPAL:

Not Required

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

Manatt's, Inc.

Contractor

By:

Michael Butler

Signature

Contract Adm.

Title

Name of Resident Commission Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By:

John McKusker

Signature Attorney-in-Fact Officer

John McKusker

Name of Attorney-in-Fact Officer

McKusker & Associates

Company Name

PO Box 85

Company Address

Brooklyn, IA 52211-0085

City, State, Zip Code

641-522-9206

Company Telephone Number

FORM APPROVED BY:

Attorney for Jurisdiction

NOTE:

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

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

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

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

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

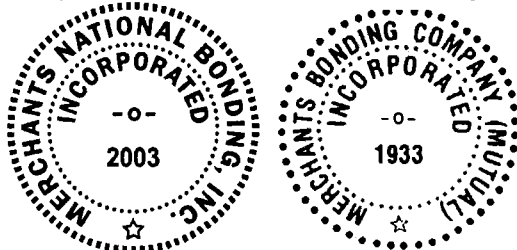
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 6th day of April, 2017.

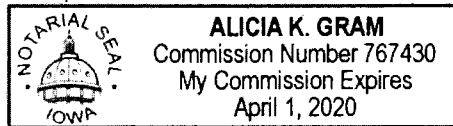


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 6th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

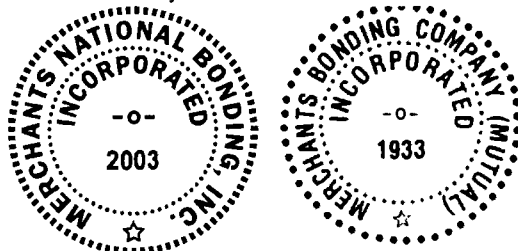


Alicia K. Gram
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10 day of September, 2019.



William Warner Jr.
Secretary



Frank Huston

The City of Ottumwa wishes to recognize Frank Huston for his years of coaching the Ottumwa Girls Softball Team. The leadership and guidance shown to students over the many years by Frank Huston will impact generations to come. The City of Ottumwa is thankful to Frank Huston for everything he has done guiding students over his forty-six seasons for the City of Ottumwa. Thank you again.

Mayor Tom R. Logie

September 17, 2019

FILED

2019 SEP 12 AM 9:44

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 17, 2019

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan
Department Head

Tom X. Lopez
City Administrator Approval

AGENDA TITLE: Bid report and contract award for asbestos removal and demolition of 601 Spring Street

Public hearing required if this box is checked.

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

RECOMMENDATION: Award contract for asbestos removal and demolition of 601 Spring Street to Dan Laursen for the best bid price of \$10,400

DISCUSSION: The City accepted bids for this project until 2:00 P.M. September 10, 2019 and received four bids. Dan Laursen submitted the best bid and staff recommends awarding him the contract. A bid tab is attached.

601 Spring

Bidder	Demolition Bid	Asbestos Bid	Total
Dan Laursen	\$9,400.00	\$1,000.00	\$10,400.00
Daniel Fane	\$10,000.00		\$10,000.00
Environmental Edge	\$8,500.00	\$2,300.00	10,800.00
Weston McKee	\$8,800.00	\$2,500.00	\$11,300.00

Best overall bidder is Dan Laursen.



[CITY OF]

OTTUMWA

REQUEST FOR BID FOR DEMOLITION AND ASBESTOS REMOVAL AND DISPOSAL

BID FORM

Address	Demolition Bid	Asbestos Bid	Total Line Bid
601 Spring Street	\$ 9,400 ⁰⁰	1,000 ⁰⁰	\$ 10,400 ⁰⁰
	\$ 9,400 ⁰⁰	\$ 1,000 ⁰⁰	\$ 10,400 ⁰⁰

Initial here if you are willing to have individual portions of your bid considered for award.

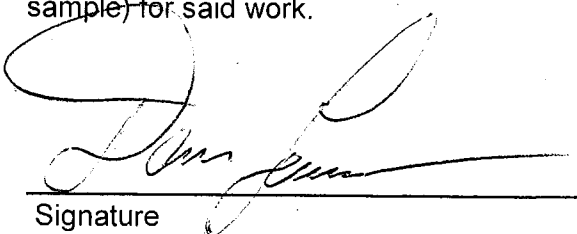
It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal, which in its opinion, is in the best interest of the City.

A Bid Security must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.

The Successful Bidder shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above, or cash may be used. An irrevocable letter of credit stating the amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted.

If my proposal is accepted, I, the undersigned, agree to enter into a contract (see attached sample) for said work.


Signature

DAN LAURSON
Printed Name

510 MORRELL DR -
Address

641-799-3818
Telephone Number

OTTUMWA IA 52501-
City, State, Zip

Sept. 18th 2019.
Date

E-mail Address

FILED

2019 SEP 12 PM 2:26

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 17, 2019

Planning & Development
Department

Kevin C. Flanagan

Prepared By

Kevin C. Flanagan

Department Head



City Administrator Approval

AGENDA TITLE: ORDINANCE NO. 3165-2019, An ordinance amending the Code of Ordinances by changing the zoning classification on property located at 430 East Second Street from R-4 Multi-family Residential District to C-2 Community Commercial District

Public hearing required if this box is checked.

RECOMMENDATION: A. Pass the first consideration of Ordinance No. 3165-2019

B. Waive the second and third considerations of Ordinance No. 3165-2019

C. Pass and adopt Ordinance No. 3165-2019

DISCUSSION: The owner wishes to rezone this property from an R-4 multi-residential to a C-2 commercial property. The property was purchased from the church as a whole, which includes the church and the whole of the northern portion of the block to Jefferson St. The three lots on the west side of the strip are already zoned C-2, which includes the addresses 412 East Second and 108 South Jefferson St.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

This rezoning was performed with Conditional Restrictions on the following uses:

- 1) Automotive repair, service, and/or sales
- 2) Agricultural Equipment repair, service, and/or sales

We are not overly enthusiastic of conditional rezonings, but understood these restrictions from an operational perspective going forward, due to the school use proximity. The zoning conditions will not effect the zoning on the western lots previously mentioned. The school system had no objection to this rezoning and the Planning Commission voted unanimously of all members present (7) in approving this rezoning.

ORDINANCE NO. 3165-2019

AN ORDINANCE AMENDING THE CODE OF ORDINANCES (MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA) BY CHANGING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY LOCATED AT 430 EAST SECOND ST. FROM R-4 TO C-2 IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA

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

SECTION 1

Zoning Ordinance #3105 - 2015 of the City of Ottumwa, Iowa, as amended and as set forth in Chapter 38 of the Municipal Code, City of Ottumwa, Iowa be and the same is hereby amended and changed to conform with this ordinance and the following described property, to wit:

Lot 259 in Block 20 in the Original Plat of the City of Ottumwa, Wapello County, Iowa.

AND

The Northwesterly 18 feet of Lot 260 in Block 20 in the Original Plat of the City of Ottumwa, Wapello County, Iowa.

AND

Lot 260 in Block 20 in the Original Plat of the City of Ottumwa, Iowa, excepting the Northwesterly 18 feet thereof.

AND

The Northwest 37 feet of Lot 261 (in Block 20) in the Original Plat of the City of Ottumwa, Iowa.

AND

Lot 262 and the Southeast 29 feet of Lot 261 in Block 20 in the Original Plat of the City of Ottumwa, Wapello County, Iowa, more commonly known as 430 E. Second Street.

SECTION 2

This rezoning action provides for a Conditional Restriction upon the use of said property by strictly prohibiting the following otherwise legal uses as a condition of the zoning approval:

- 1) Automotive repair, service, and/or sales
- 2) Agricultural Equipment repair, service, and/or sales

SECTION 3

The official zoning map of the City of Ottumwa, Iowa duly designated as such, and on file in the office of the City Clerk and the Wapello County Recorder, is hereby amended and changed to conform to this ordinance and the City Clerk, pursuant to Section 38-111 of the Zoning Ordinance #3088 - 2015, as amended, is hereby directed to record a certified copy of this said ordinance with the Wapello County Recorder and attach a certified copy of this said ordinance to the official zoning map.

SECTION 4

This ordinance shall be in full force and effect, from and after its passage, adoption and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION 5

When this ordinance is in effect, it shall automatically supplement, amend and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

Passed on its first consideration on the 17 day of September, 2019.

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

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

Final passage and adoption on the 17th day of September, 2019.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

___ No action taken by Mayor.

___ Vetoed this ____ day of _____, 2019.

Tom X. Lazio, Mayor

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

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

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

ATTEST:



Chris Reinhard, City Clerk

FILED

CITY OF OTTUMWA

2019 SEP 12 AM 9:24 Staff Summary

CITY OF OTTUMWA
** ACTION ITEM **

Council Meeting of: September 17, 2019

Alicia Bankson

Prepared By

Darryl Seal
Department Head

Engineering Department
Department

Tom K. Lewis
City Administrator Approval

AGENDA TITLE: Resolution #194-2019. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the Quiet Zone 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 #194-2019.

DISCUSSION: The project consisted of installing raised center medians, signage, painted pavement markings, curb and gutter, sidewalk, and new pavement in order to complete the City's Quiet Zone improvements. Work was performed at the intersection of the BNSF railroad and the following intersections; Vine Street, Green Street, Kitterman Avenue, and Clay Streets.

A final walk through meeting has been set for October 4, 2019 with SRF and FRA which will start the 30 day count down.

Change Order #1 increased the contract sum by \$4,418.02 for quantity adjustments

Original Contract Amount	\$275,503.55
Change Order #1	\$ 4,418.02
New Contract Amount	\$279,921.57
Less Previous Payments	\$263,530.73
Final Payment	\$ 16,390.84

Funding source: Legacy Foundation

Source of Funds: Legacy Foundation

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #194-2019

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST
FOR THE QUIET ZONE PROJECT

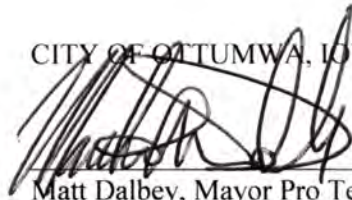
WHEREAS, The City Council of the City of Ottumwa, awarded a contract on January 2, 2018 with Fye Excavating of Sperry, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$4,418.02. The total new contract sum is \$279,921.57. The project is now completed in accordance with the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The Quiet Zone Project is hereby accepted as complete and authorization to make final payment to Fye Excavating of Sperry, Iowa in the amount of \$16,390.84 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 17th day of September.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: Quiet Zone

PAY REQUEST NO. 5
Final

FROM CONTRACTOR: Fye Excavation

PAY PERIOD: DATE 8-19-19

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$275,503.55
2. Net change by Change Orders	\$4,418.02
3. Contract Sum to Date (Line 1± Line 2)	\$279,921.57
4. Total Completed and Stored to Date	\$279,921.57
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$279,921.57
7. Less Previous Payments	\$263,530.73
8. Current Payment Due	\$16,390.84

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: 

DATE: 8/22/19

BY: Steve Bush Estimator/PM

TITLE: Project Manager

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.


ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$16,390.84

DATE: 08-28-2019

Quiet Zone

5 FINAL

DATE 8-19-19

ITEM	DESCRIPTION	Fye Excavation			AS BUILT		EXTENSION	QUANTITY OVER/UNDER	% OF CONTRACT
		UNIT	QTY	PRICE	QTY	EXTENSION			
1	Subgrade Preparation	SY	1202	\$5.00	1066.24	\$5,331.20	(\$678.80)	88.71%	
2	Subbase, Type D	SY	1271	\$11.90	\$15,124.90	\$12,495.83	(\$2,629.07)	82.62%	
3	Pavement PCC, 9 in	SY	784	\$87.65	\$68,717.60	\$77,706.11	\$8,988.51	113.08%	
4	Curb and Gutter 8 in, 6in	LF	70	\$58.00	\$4,060.00	\$3,216.10	(\$843.90)	79.21%	
5	Concrete Median	SY	128	\$166.10	\$21,260.80	\$21,214.29	(\$46.51)	99.78%	
6	PCC Pavement Widening, 9in	SY	86	\$98.50	\$8,492.00	\$8,599.12	\$107.12	101.26%	
7	Removal of Sidewalk	SY	39	\$102.85	\$4,011.15	\$9,909.60	\$5,898.45	247.05%	
8	Sidewalk PCC, 6in	SY	39	\$55.00	\$2,145.00	\$2,673.00	\$528.00	124.62%	
9	Driveway, Paved, PCC, Driveway, Paved, 8in	SY	29	\$89.50	\$2,595.50	\$2,080.88	(\$514.62)	80.17%	
10	Driveway, Granular	SY	28	\$6.40	\$235.20	\$235.20	\$0.00	100.00%	
11	Pavement Removal	SY	932	\$36.85	\$34,344.20	\$35,645.74	\$1,301.54	103.79%	
12	Painted Pavement Markings, Solvent/Waterborne	STA	24	\$165.00	\$3,960.00	\$3,544.20	(\$415.80)	89.50%	
13	Pavement Symbols and Legends	EA	8	\$110.00	\$880.00	\$880.00	\$0.00	100.00%	
14	Conventional Seeding, Seeding, Fertilizing and Mulching	AC	0.1	\$55,000.00	\$5,500.00	\$0.00	(\$5,500.00)	0.00%	
15	Silt Fence or Silt Fence Ditch Check	LF	220	\$13.75	\$3,025.00	\$0.00	(\$3,025.00)	0.00%	
16	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	220	\$5.50	\$1,210.00	\$0.00	(\$1,210.00)	0.00%	
17	Inlet Protection Device, Surface-Applied Intake Protection	EA	2	\$550.00	\$1,100.00	\$0.00	(\$1,100.00)	0.00%	
18	Construction Survey	LS	1	\$6,050.00	\$6,050.00	\$6,050.00	\$0.00	100.00%	
19	Mobilization	LS	1	\$22,564.00	\$22,564.00	\$22,564.00	\$0.00	100.00%	
20	Type A Signs, Sheet Aluminum	SF	282	\$45.10	\$12,718.20	\$13,755.50	\$1,037.30	108.16%	
21	Traffic Control	LS	1	\$5,500.00	\$5,500.00	\$5,500.00	\$0.00	100.00%	
22	Railroad Insurance	LS	1	\$14,000.00	\$14,000.00	\$14,000.00	\$0.00	100.00%	
23	Railroad Flaggers	LS	1	\$32,000.00	\$32,000.00	\$32,000.00	\$0.00	100.00%	
							\$2,520.80		
TOTAL							\$275,503.55		
ASBUILT TOTAL							\$279,921.57	\$1,897.22	

FILED

CITY OF OTTUMWA

2019 SEP 12 AM 9:21

Staff Summary

CITY CLERK
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: September 17, 2019

Chad Carlson

Prepared By

Engineering Department

Department

Larry Seals *Larry Seals*

Department Head

Tom Lajoie
City Administrator Approval

AGENDA TITLE: Resolution #200-2019. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2019 RFP #6 City Hall Sidewalk Replacement.

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 #200-2019.

DISCUSSION: The sidewalk abutting 4th Street at City Hall was in poor condition. A contract for repair was awarded to McClure Concrete in the amount of \$3,908.75 on July 2, 2019.

Change Order #1 decreases the contract amount by \$323.76 for quantity adjustments bringing the total contract amount to \$3,584.99.

The contractor has completed the above referenced work according to the request for proposals. This will authorize approval of Change Order #1, release all retainage, and final payment.

Original Contract Amount	\$ 3,908.75
Change Order #1	(\$ 323.76)
New Contract Sum	\$ 3,584.99
Less Previous Payments	\$ 0.00
Final Amount Due	\$ 3,584.99

Source of Funds: CIP

Budgeted Item: Yes,

Budget Amendment Needed: No

RESOLUTION #200-2019
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST
FOR THE 2019 RFP #6 CITY HALL SIDEWALK REPLACEMENT

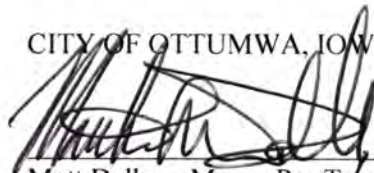
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on July 2, 2019 with McClure Concrete of Floris, Iowa for the above referenced project; and

WHEREAS, Change Order #1 decreases the contract amount by \$323.76. The total new contract sum is \$3,584.99. The project is now completed in accordance with the contract.

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 City Hall Replacement Project (2019 RFP #6) is hereby accepted as complete, and authorization to make final payment to McClure Concrete of Floris, Iowa in the amount of \$3,584.99 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 17th day of September, 2019.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: 2019 RFP #6- City Hall Sidewalk Replacement To Contractor: McClure Concrete

Change Order Number: 1

The Contract is changed as follows:
Adjustment of Qtys

	30-Aug-19
	<u>-\$323.76</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	(\$323.76)

Base bid amount \$3,908.75

NEW PROJECT TOTAL \$3,584.99

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$3,908.75</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$3,908.75</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$323.76)</u>
The new Contract Sum including this change order	<u>\$3,584.99</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.

Darryl Seal
ENGINEER/
DIRECTOR OF PUBLIC WORKS

9-11-19
DATE

McClure Concrete
CONTRACTOR

9-9-19
DATE

BY *Carly McClure*

Owner
TITLE

SECTION 630
PAY ESTIMATE

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: 2019 RFP #6- City Hall Sidewalk Replacem PAY REQUEST NO. 1
Final

FROM CONTRACTOR: McClure Concrete

PAY PERIOD: 30-Aug-19

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	<u>\$3,908.75</u>
2. Net change by Change Orders	<u>\$0.00</u>
3. Contract Sum to Date (Line 1+ Line 2)	<u>\$3,908.75</u>
4. Total Completed and Stored to Date	<u>\$3,584.99</u>
5. Retainage: <u>0</u> % of Completed work	<u>\$0.00</u>
6. Total Earned Less Retainage Amount	<u>\$3,584.99</u>
7. Less Previous Payments	<u>\$0.00</u>
8. Current Payment Due	<u>\$3,584.99</u>

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: McClure & Co Concrete

DATE: 9/10/19

BY: Cg McClure

TITLE: _____

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.

Larry Seals
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$3,584.99

DATE: 9-11-19

2019 RFP #6- City Hall Sidewalk Replacement

1

8/30/2019

ITEM DESCRIPTION

1 6" PCC Sidewalk with integral curb & gutter

McClure Concrete		AS BUILT		EXTENSION		QUANTITY OVER/UNDER		% OF CONTRACT	
UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	QUANTITY OVER/UNDER	% OF CONTRACT	CONTRACT
LS	53	\$73.75	\$3,908.75	48.61	\$3,584.99	(\$323.76)	(\$323.76)	91.72%	
TOTAL			\$3,908.75		\$3,584.99		(\$323.76)		
ASBUILT TOTAL									

FILED

2019 SEP 12 AM 9:21

CITY OF OTTUMWA

Staff Summary

CITY CLERK
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: September 17, 2019

Chad Carlson

Prepared By

Engineering Department

Department

Larry Seals *Larry Seals*

Department Head

Tom K. Lewis
City Administrator Approval

AGENDA TITLE: Resolution #201-2019. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2019 RFP #7 Ottumwa Public Library Sidewalk 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 #201-2019.

DISCUSSION: This contract was for the removal of the existing narrow, settled sidewalk and the installation of a new 5' wide, 5" thick sidewalk abutting the Ottumwa Public Library. A contract for this work was awarded to Christy Construction in the amount of \$9,282.75 on July 2, 2019.

Change Order #1 increases the contract amount by \$662.93 for quantity adjustments bringing the total contract amount to \$9,945.68.

The contractor has completed the above referenced work according to the request for proposals. This will authorize approval of Change Order #1, release all retainage, and final payment.

Original Contract Amount	\$ 9,282.75
Change Order #1	\$ 662.93
New Contract Sum	\$ 9,945.68
Less Previous Payments	\$ 8,818.61
Final Amount Due	\$ 1,127.07

Source of Funds: 410-133 Library Operating Budget Budgeted Item: Yes, Budget Amendment Needed: No

RESOLUTION #201-2019
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST
FOR THE 2019 RFP #7 OTTUMWA PUBLIC LIBRARY SIDEWALK PROJECT.

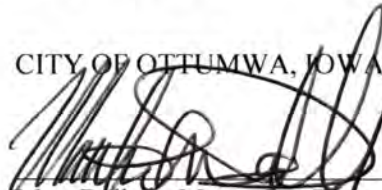
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on July 2, 2019 with Christy Construction of Ottumwa, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$662.93. The total new contract sum is \$9,945.68. The project is now completed in accordance with the contract.



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 Ottumwa Public Library Sidewalk Project (2019 RFP #7) is hereby accepted as complete, and authorization to make final payment to Christy Construction of Ottumwa, Iowa in the amount of \$1,127.07 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 17th day of September, 2019.

CITY OF OTTUMWA, IOWA


Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

Section 640
CHANGE ORDER

Project: 2019 RFP #7 Library Sidewalk Replacement

To Contractor: Christy Construction

Change Order Number: 1

The Contract is changed as follows:
Adjustment of Qtys

	<u>9-Sep-19</u>
	<u>\$662.93</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	<u>\$662.93</u>

Base bid amount \$9,282.75

NEW PROJECT TOTAL \$9,945.68

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$9,282.75</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$9,282.75</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$662.93</u>
The new Contract Sum including this change order	<u>\$9,945.68</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

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

Larry Seal
ENGINEER
DIRECTOR OF PUBLIC WORKS

9-11-2019
DATE

Christy Construction
CONTRACTOR
Don Christy
BY

9-11-2019
DATE
owner
TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: 2019 RFP #7 Library Sidewalk Replacemen PAY REQUEST NO. 2
Final

FROM CONTRACTOR: Christy Construction

PAY PERIOD: 9-Sep-19

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$9,282.75
2. Net change by Change Orders	\$662.93
3. Contract Sum to Date (Line 1+ Line 2)	\$9,945.68
4. Total Completed and Stored to Date	\$9,945.68
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$9,945.68
7. Less Previous Payments	\$8,818.61
8. Current Payment Due	\$1,127.07

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: Christy Construction

DATE: 9-9-2019

BY: [Signature]

TITLE: 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.

AMOUNT CERTIFIED: \$1,127.07

[Signature]
ENGINEER/DIRECTOR OF PUBLIC WORKS

DATE: 9-11-19

2019 RFP #7 Library Sidewalk Replacement

2

9/9/2019

ITEM DESCRIPTION

1 Remove of Sidewalk
 2 Sidewalk, PCC, Concrete 4"
 3 Topsoil, Grading, Seeding Fertilizing

Change Order (adjustment of Qty- accounted for above)

UNIT QTY PRICE
 SY 55 \$11.25
 SY 72 \$97.00
 LS 1 \$1,680.00

Christy Construction
 QTY PRICE
 55 \$11.25
 72 \$97.00
 1 \$1,680.00

EXTENSION
 \$618.75
 \$6,984.00
 \$1,680.00

AS BUILT
 QTY
 60.9
 78.15
 1

EXTENSION
 \$685.13
 \$7,580.55
 \$1,680.00

QUANTITY
 OVER/UNDER
 \$66.38
 \$596.55
 \$0.00

% OF
 CONTRACT
 110.73%
 108.54%
 100.00%

TOTAL
 \$9,282.75

ASBUILT TOTAL
 \$9,945.68

\$662.93

FILED

CITY OF OTTUMWA

2019 SEP 12 AM 9:21 Staff Summary

CITY CLERK
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: September 17, 2019

Engineering Department
Department

Chad Carlson
Prepared By

Larry Seals *Larry Seals*
Department Head

Tom X. Sejo
City Administrator Approval

AGENDA TITLE: Resolution #202-2019. Approving Change Order #1 and accepting the work as final and complete and approving the Final Pay Request for the 2019 RFP #8 Ray Street Sidewalk Installation.

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 #202-2019.

DISCUSSION: This contract was for the installation of a 4' wide section of sidewalk on Ray Street over the Jefferson Drainage Ditch. This work completes the work associated with the Ray Street Culvert. A contract for installation was awarded to Christy Construction in the amount of \$3,291.45 on July 2, 2019.

Change Order #1 increases the contract amount by \$302.70 for quantity adjustments bringing the total contract amount to \$3,594.15.

The contractor has completed the above referenced work according to the request for proposals. This will authorize approval of Change Order #1, release all retainage, and final payment.

Original Contract Amount	\$ 3,291.45
Change Order #1	\$ 302.70
New Contract Sum	\$ 3,594.15
Less Previous Payments	\$ 0.00
Final Amount Due	\$ 3,594.70

Source of Funds: CIP

Budgeted Item: Yes,

Budget Amendment Needed: No

RESOLUTION #202-2019
A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK
AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST
FOR THE 2019 RFP #8 RAY STREET SIDEWALK INSTALLATION.

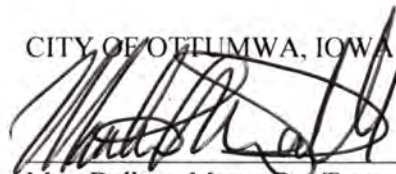
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on July 2, 2019 with Christy Construction of Ottumwa, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$302.70. The total new contract sum is \$3,594.15. The project is now completed in accordance with the contract.

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 Ray Street Sidewalk Installation Project (2019 RFP #8) is hereby accepted as complete, and authorization to make final payment to Christy Construction of Ottumwa, Iowa in the amount of \$3,594.15 is hereby approved.

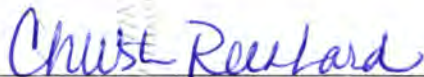
APPROVED, PASSED, AND ADOPTED, this 17th day of September, 2019.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

**Section 640
CHANGE ORDER**

Project: 2019 RFP #8 Ray Street Sidewalk Installation To Contractor: Christy Construction

Change Order Number: 1

The Contract is changed as follows:
Adjustment of Qtys

	28-Aug-19
	<u>\$302.70</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
	<u>\$0.00</u>
Total:	<u>\$302.70</u>

Base bid amount \$3,291.45

NEW PROJECT TOTAL \$3,594.15

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$3,291.45</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$3,291.45</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$302.70</u>
The new Contract Sum including this change order	<u>\$3,594.15</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

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

Darryl Seals
ENGINEER/
DIRECTOR OF PUBLIC WORKS

9-11-19
DATE

Christy Construction
CONTRACTOR

9-9-2019
DATE

[Signature]
BY

owner
TITLE

**SECTION 630
PAY ESTIMATE**

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT: 2019 RFP #8 Ray Street Sidewalk Installation PAY REQUEST NO. 1
Final

FROM CONTRACTOR: Christy Construction

PAY PERIOD: 28-Aug-19

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment is made as follows:

1. Original Contract Sum	\$3,291.45
2. Net change by Change Orders	\$302.70
3. Contract Sum to Date (Line 1 ± Line 2)	\$3,594.15
4. Total Completed and Stored to Date	\$3,594.15
5. Retainage: <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$3,594.15
7. Less Previous Payments	\$0.00
8. Current Payment Due	\$3,594.15

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: Christy Construction

DATE: 9-9-2019

BY: [Signature]

TITLE: 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.

Larry Sead
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$3,594.15

DATE: 9-11-19

2019 RFP #8 Ray Street Sidewalk Installation

1
8/28/2019

ITEM	DESCRIPTION	Christy Construction			AS BUILT		QUANTITY	% OF	
		UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	CONTRACT
1	Sidewalk Removal	SY	7	\$7.35	\$51.45	9	\$66.15	\$14.70	128.57%
2	4" PCC Sidewalk	SY	45	\$72.00	\$3,240.00	49	\$3,528.00	\$288.00	108.89%

Change Order #1- Adjustment of Qtys

TOTAL	\$3,291.45		
ASBUILT TOTAL		\$3,594.15	\$302.70

FILED

2019 SEP 10 AM 10:36

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA

STAFF SUMMARY

Council Meeting of: September 17, 2019

ITEM NO. _____

Joni Keith

Prepared By

Tom X. Lazio

Department Head

Joni Keith
Tom X. Lazio

Airport
Department

AGENDA TITLE: Approve Resolution #203-2019 to accept an Iowa Transportation Commission Grant for addition work on the Apron Reconstruction Project at the Ottumwa Regional Airport.

PURPOSE: Is to seek City Council approval of the Acceptance of the Grant and authorize the Mayor to sign on behalf of the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution #203-2019.

DISCUSSION: The Iowa Transportation Commission has awarded a grant of 85% of eligible costs up to a maximum state share of \$297,500 for the continuation of the Apron Reconstruction Project at the Ottumwa Regional Airport. This portion of the project is being funded from the FY2020 State Airport Development Program. Staff is recommending approval of the receipt of the grant and the authorization of the Mayor to sign the acceptance as well as any other grant documents on behalf of the City. Attached is a copy of the Grant Agreement.

RESOLUTION #-203-2019

**RESOLUTION APPROVING THE CITY OF OTTUMWA'S
ACCEPTANCE OF A GRANT AGREEMENT
WITH THE IOWA TRANSPORTATION COMMISSION FOR
THE CONTINUATION OF THE APRON RECONSTRUCTION PROJECT
AT THE OTTUMWA REGIONAL AIRPORT**

WHEREAS, the City of Ottumwa, Iowa desires to continue to improve its runway aprons at the Ottumwa Regional Airport; and

WHEREAS, the Iowa Transportation Commission has awarded a grant for FY2020 in the approximate amount of \$297,500.00 for said apron reconstruction; and

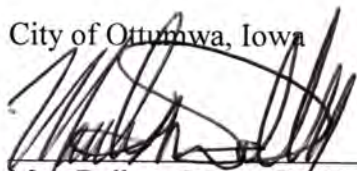
WHEREAS, the City desires to approve the Agreement and authorize the Mayor to sign said Agreement on behalf of the City.

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

That the proposed Grant Agreement between the City of Ottumwa, Iowa and the Iowa Transportation Commission is hereby approved. That Mayor Pro Tem Matt Dalbey is hereby authorized to sign said Agreement on behalf of the City of Ottumwa, Iowa.

PASSED AND ADOPTED this 17th day of September, 2019.

City of Ottumwa, Iowa



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT
FOR THE FISCAL YEAR 2020
Airport Improvement Program**

This AGREEMENT is made between the Iowa Department of Transportation called the "Iowa DOT" and **City of Ottumwa**, hereafter the "SPONSOR".

1.00 PURPOSE: The purpose of this agreement is to set forth terms, conditions and obligations for accomplishment of certain improvements at the **Ottumwa Regional Airport** hereafter the "Airport."

Improvements shall consist of: **Apron Improvements**, as more clearly defined in the project application.

It shall be referred to as the "Project" and shall be identified by
Project number: **9I200OTM100**
Contract number: **21631**

2.0 GENERAL PROVISIONS

2.01 The SPONSOR shall have 90 days to sign and return this agreement or the Iowa DOT reserves the right to revoke this grant.

2.02 The SPONSOR shall have the project under contract no later than 12 months after the date of the agreement or the Iowa DOT reserves the right to revoke this grant.

2.03 The Iowa DOT agrees to reimburse the SPONSOR **85%** of the eligible project costs, not to exceed the maximum amount payable of **\$297500**, incurred according to the terms of this agreement. Reimbursement will be made in whole dollar amounts only, rounded down. Final payment request may include documentation of unreimbursed amounts due to rounding, and final reimbursement will be made up to the contract amount in whole dollars.

2.04 All projects meeting the definition of public improvements shall follow the competitive bid and competitive quotation procedures for vertical infrastructure as identified in Chapter 26 of the Code of Iowa and 761 Iowa Administrative Code Chapter 180.
(<http://www.legis.state.ia.us/Rules/Current/iac/761iac/t180/t180.pdf>)

- Competitive bid procedures for all projects greater than \$139,000.
- Competitive quotation procedures for airport authorities and city sponsors with populations greater than 50,000 for projects between \$77,000 and \$139,000
- Competitive quotation procedures for airport authorities and city sponsors with population of 50,000 or less for projects between \$57,000 and \$139,000,
- Informal local procedures for projects less than the thresholds identified for competitive quotations.

The SPONSOR shall follow requirements of the Iowa Code Section 544A.18, 193B Iowa Administrative Code Chapter 5, Chapter 542B of the Code of Iowa, and 193C Administrative Code Chapter 1 to determine when professional engineering or architectural plans and

specifications must be used. The SPONSOR shall submit any plans, specifications and other contract documents to the Iowa DOT for its files.

- 2.05 Should the SPONSOR fail to comply with any Condition or Assurance provided herein, the Iowa DOT may withhold further payment and may require reimbursement of any or all payments made by the Iowa DOT toward accomplishment of the Project.
- 2.06 The Iowa DOT shall not waive any right of authority by making payments pursuant to this agreement, and such payments shall not constitute approval or acceptance of any part of the Project.
- 2.07 Neither the Department nor the Sponsor intend to create rights in, and shall not be liable to, any third parties by reason of this agreement.
- 2.08 If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to applicable law and the intent of this agreement.
- 2.09 The Iowa DOT shall determine what costs charged to the project account are eligible for participation under the terms of this agreement and the SPONSOR shall bear all additional costs accepted and paid. Only those eligible costs incurred after this agreement is executed shall be reimbursed, unless the SPONSOR receives written notice from the Iowa DOT that the Sponsor has authority to incur costs.
- 2.10 Notwithstanding any other provisions of this agreement, the Iowa DOT shall have the right to enforce, and may require the SPONSOR to comply with, any and all Conditions and Assurances agreed to herein.
- 2.11 The Iowa DOT's obligations hereunder shall cease immediately, without penalty of further payment being required, in any year for which the General Assembly of the State of Iowa fails to make an appropriation or reappropriation to pay such obligations, and the Iowa DOT's obligations hereunder shall cease immediately without penalty of further payment being required at any time where there are not sufficient authorized funds lawfully available to the Iowa DOT to meet such obligations. The Iowa DOT shall give the SPONSOR notice of such termination of funding as soon as practicable after the Iowa DOT becomes aware of the failure of funding. In the event the Iowa DOT provides such notice, the SPONSOR may terminate this agreement or any part thereof.
- 2.12 The SPONSOR is the contracting agent and, as such, retains sole responsibility for compliance with local, state and federal laws and regulations related to accomplishment of the Project. The sponsor shall ensure compliance with Title VI of the Civil Rights Act of 1964, 78 STAT. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements imposed by or pursuant to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the Iowa DOT.

In accordance with Iowa Code Chapter 216, the SPONSOR shall not discriminate against any

person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

- 2.13 Funding will be available for reimbursement of the project for three years after the date of the agreement, unless appropriations are withdrawn under 2.10. Assurances in this agreement remain in full force and effect for a period of 20 years from the date of the agreement.
- 2.14 The SPONSOR agrees to indemnify, defend, and to hold the Iowa DOT harmless from any action or liability out of the design, construction, maintenance and inspection or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Iowa DOT's application review and approval process, plan and construction reviews, and funding participation.
- 2.15 In the case of any dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to the Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of the intent to seek arbitration. The written notice must include a precise statement of the dispute. The Iowa DOT and the SPONSOR agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- 2.16 Infrastructure and/or work products developed through this grant become the property of the SPONSOR and the SPONSOR's responsibility to maintain.
- 2.17 The attached Exhibit A, "Utilization of Targeted Small Business (TSB) Enterprises on Non-Federal Aid Projects (Third-Party State Assisted Projects)," will apply and is hereby made a part of this Agreement.

3.00 PROJECT CONDITIONS

- 3.01 The SPONSOR Agrees to:
 - (a) Let contracts according to provisions of Chapter 26 of the Iowa Code and preside at all public hearings occasioned by the Project.
 - (b) Contract for all professional and construction services as needed, submitting a copy of any engineering/consultant contract to the Iowa DOT. If the engineering/consultant agreement is more than \$50,000 and the sponsor will request state reimbursement for the engineering/consultant services, the agreement must be submitted to the Iowa DOT for pre-audit prior to execution of the agreement.
 - (c) Establish and maintain a project schedule and provide the schedule to the Iowa DOT.
 - (d) Obtain and provide the sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
 - (e) Submit to the Iowa DOT a Request for Reimbursement form, copies of invoices, and proof of payment for reimbursement. Progress payments are allowed.
 - (f) Inspect work and equipment, test materials, and control construction to ensure that the design intent of the plans and specifications is achieved.
 - (g) Inform the Iowa DOT of construction completion and allow the Iowa DOT access to review the completed project.
 - (h) Certify satisfactory completion of the Project by resolution or signed final acceptance

- form and provide a copy to the Iowa DOT.
- (i) Retain all records relating to project cost, including supporting documents, for a period of three (3) years following final payment by the Iowa DOT, and to make such records and documents available to Iowa DOT personnel for audit.
 - (j) Ensure that applicable General Provisions and Project Conditions are included in any agreement between the SPONSOR and Engineer/Consultant.

4.00 SPECIAL PROVISIONS

4.01 None

5.00 SPONSOR ASSURANCES

By authorizing execution of this agreement the SPONSOR hereby certifies that:

- 5.01 It will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the assurances made herein, unless by such transaction the obligation to perform all such covenants are assumed by another public agency found by the Iowa DOT to be eligible under the laws of the State of Iowa to assume such obligations and to have the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for the management or operation of the Airport by any agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with these assurances. The SPONSOR retains responsibility for compliance with these assurances and all other provisions of this agreement, regardless of any arrangement for management or operation of the airport.
- 5.02 It will not dispose of or encumber its title or other interests in the site and facilities during the 20-year period of this agreement.
- 5.03 It will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to service the aeronautical users of the Airport and will not permit any activity thereon which would interfere with its use for airport purposes.
- 5.04 Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace and by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23 as applied to Section 77.25, Part 77, of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, or any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires.
- 5.05 It will operate and maintain the facility in accordance with the minimum standards as may be

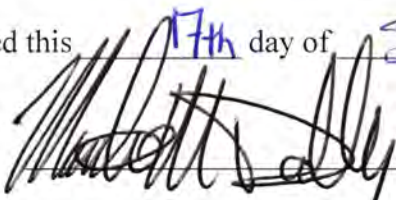
required or prescribed by the Iowa DOT for the maintenance and operation of such facilities as identified in the Iowa Administrative Code 761-Chapter 720.10

5.06 It will operate the Airport as such for the use and benefits of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the SPONSOR specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without unlawful discrimination between such types, kinds, and classes. The SPONSOR may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the airport. The SPONSOR may also prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation need of the public. It will operate the Airport on fair and reasonable terms, and without unjust discrimination.

5.07 The SPONSOR will keep up-to-date and provide to the Iowa DOT an airport layout plan. The SPONSOR will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

6.00 EXECUTION OF THE AGREEMENT. By resolution made a part of this agreement the SPONSOR authorized the undersigned to execute this agreement.

Signed this 17th day of September, 2019, on behalf of the SPONSOR.

By: 

Attested: Christ Reuland

Title: Mayor Pro Tem

Title: City Clerk

Signed this _____ day of _____, _____, on behalf of the Iowa Department of Transportation.

By: _____
Stuart Anderson
Director
Planning, Programming and Modal Division

Exhibit A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)

March 2019

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority
Targeted Small Business Certification Program
200 East Grand Avenue
Des Moines, IA 50309
Phone: (515-348-6159)
Website: <https://iowaeconomicdevelopment.com/tsb>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to potential material suppliers, manufactures and contractors.
- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

TSB Affirmative Action Responsibilities

- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

1. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers;
or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

2. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.
- (4) Whether or not the TSB's bid/quotation was used.
- (5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

A. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors' groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

3. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

Contractor _____

Project# _____

County _____

City _____

(To Be Completed By All Bidders per the Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____
List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-725-3132) or from its website at: <https://www.iowa.gov/tsb/index.php/home>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available on-line at:

http://www.dot.state.ia.us/local_systems/publications/tsb_contract_provision.pdf
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. The attached "Checklist and Certification." This form shall be filled out upon completion of each project and forwarded to: Iowa Department of Transportation, Civil Rights Coordinator, Office of Employee Services, 800 Lincoln Way, Ames, IA 50010.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Department of Inspections and Appeals? YES NO
If no, explain _____

2. Were qualified TSB firms notified of project? YES NO
If yes, by letter, telephone, personal contact, or other (specify) _____
If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? YES NO
If no, explain _____

4. Was a goal or percentage established for TSB participation? YES NO
If yes, what was the goal or percentage? _____
If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? YES NO
If no, what action was taken by Recipient? _____
Is documentation in files? YES NO

6. What was the dollar amount reimbursed to the Recipient from the Iowa Department of Transportation? \$ _____
What was the final project cost? \$ _____
What was the dollar amount performed by TSB firms? \$ _____

Name(s) and address(es) of the TSB firm(s) _____
(Use additional sheets if necessary)

Was the goal or percentage achieved? YES NO
If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

FILED
2019 SEP 12 AM 9:21
CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: September 17, 2019

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Seals
Department Head

Tom X. Page
City Administrator Approval

AGENDA TITLE: Resolution #205-2019. Approving the contract, bond, and certificate of insurance for the Bridge View Center PCC Precast Panel Repair.

****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 #205-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Merit Construction Services of Farmington, Minnesota for the above referenced project and are now on file with the City Clerk. This project was awarded at the August 20, 2019 City Council Meeting in the amount of \$153,450.00.

Bid Amount: \$153,450.00

Engineer's Opinion of Cost: \$130,000.00

Source of Funds: CIP Bond \$130,000

Budgeted Item: X

Budget Amendment Needed: No

RESOLUTION #205-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE BRIDGE VIEW CENTER PCC PRECAST PANEL REPAIR PROJECT

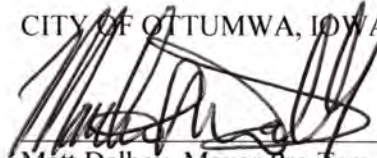
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Merit Construction Services of Farmington, Minnesota in the amount of \$153,450.00 based on lump sum pricing; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The contract, bond and certificate of insurance with Merit Construction Services of Farmington, Minnesota, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 17th day of September 2019.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk



SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **September 17, 2019**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Merit Construction Services of Farmington, Minnesota** the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: "**PROJECT - Ottumwa, Iowa**" prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed" and shall be completed by November 30, 2019 and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$153,450.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

A certificate of insurance for liability, bodily injury and property damage satisfactory to the Owner in the amount of \$500,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$2,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the one (1) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By [Signature]
Title Mayor

ATTEST:

[Signature]
Title City Clerk

Mavit Construction Services, Inc.
Contractor

By [Signature]
Title President

Address 5441 212th St W.

City, State, Zip Ferrisburg, MN 55024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/5/2019

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

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

PRODUCER Associated Benefits and Risk Consulting 6000 Clearwater Drive Minnetonka MN 55343	CONTACT NAME: Peggy Lund PHONE (A/C, No, Ext): 952-947-9796 E-MAIL ADDRESS: Peggy.Lund@AssociatedBRC.com		FAX (A/C, No): 952-947-9793
	INSURER(S) AFFORDING COVERAGE		
INSURED Merit Construction Services, Inc. 5441 212th Street West Farmington MN 55024	INSURER A: Cincinnati Insurance Company	NAIC # 10677	
	INSURER B: Amerisure Mutual Insurance Company	19488	
	INSURER C: Amerisure Mutual Insurance Company	23396	
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 742431755

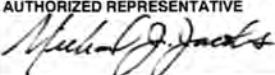
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP 0480964	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 1,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA20964410402	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	EPP 0480964	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC20964440404	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	ND & OH Stop Gap Liab			WC20964440404	4/1/2019	4/1/2020	BI by Accident 500,000 BI by Disease 500,000 Policy Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 FOLLOWING ENDORSEMENTS APPLY TO THE FOLLOWING LISTED BELOW ONLY IF REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:
 GENERAL LIABILITY - GA233 02/07 - Additional Insured for On-going & Completed Operations (Primary & Non-Contributory) / Waiver of Subrogation // AUTO LIABILITY: CA 7115 11/09 - Waiver of Subrogation / CA7165 09/11 Designated Insured - Primary & Non-Contributory // WORKERS COMPENSATION #WC000313 - Blanket Waiver of Subrogation, however this coverage does not apply to California, Kentucky, New Hampshire, New Jersey, Texas and Utah. This endorsement does not apply in Wisconsin. UMBRELLA Underlying: General Liability, Auto Liability, Employers Liability / Umbrella - form US101 12/04 - Waiver of Subrogation follows Underlying / US4096 11/16 Non-Contributory Coverage
 Project: Bridge View Center PCC Precast Wall Panel Repair 2019, Ottumwa IA
 Additional Insured: City of Ottumwa, Wapello County, Iowa (owner)

CERTIFICATE HOLDER**CANCELLATION**

City of Ottumwa 105 East Third street Ottumwa IA 52501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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SECTION 00510
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Merit Construction Services, Inc.

(Name of Contractor)

5441 - 212th Street West, Farmington, MN 55024

(Address of Contractor)

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

Granite Re, Inc.

(Name of Surety)

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Fifty Three Thousand Four Hundred Fifty and 00/100
(\$ 153,450.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 17th day of September, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

Bridge View Center PCC Precast Wall Panel Repair 2019

work as further outlined in Schedule of Prices, Ottumwa, Iowa

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the two (2) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 17th day of September, 2019.

ATTEST:

[Signature]
(Principal) Secretary

(SEAL)

Merit Construction Services, Inc.
Principal

By [Signature] (s)

5441 - 212th Street West

Farmington, MN 55024
(Address)

[Signature]
(Witness as to Principal)

5441 212th St West

Farmington, MN 55024
(Address)

ATTEST:

[Signature]
(Surety) Secretary

(SEAL)

[Signature]
Witness as to Surety

1276 S. Robert Street

West St. Paul, MN 55118
(Address)

Granite Re, Inc. (s)
Surety

By [Signature]
Zachary Pate Attorney-in-Fact

14001 Quailbrook Drive

Oklahoma City, OK 73134
(Address)

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

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

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

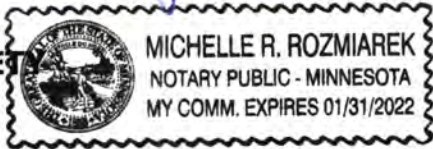
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
County of Dakota)

On this 17 day of September, in the year 2019, before me personally come(s) Daig Bruns, to me known, who, being duly sworn, deposes and says that he/she is the President of the Merit Construction Services, Inc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

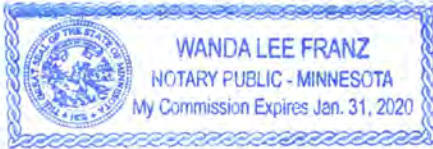
Michelle R. Rozmiarek
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 17th day of September, in the year 2019, before me personally come(s) Zachary Pate, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

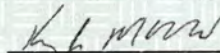
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 14th day of June, 2017.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

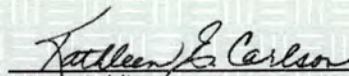


Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

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





Notary Public

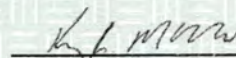
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
17th day of September, 2019.





Kyle P. McDonald, Secretary/Treasurer

**SECTION 00520
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

Merit Construction Services, Inc.

(Name of Contractor)

5441 - 212th Street West, Farmington, MN 55024

(Address of Contractor)

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

Granite Re, Inc.

(Name of Surety)

14001 Quailbrook Drive, Oklahoma City, OK 73134

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of One Hundred Fifty Three Thousand Four Hundred Fifty and 00/100
(\$153,450.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 17th day of September, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

Bridge View Center PCC Precast Wall Panel Repair 2019

work as further outlined in Schedule of Prices, **Ottumwa, Iowa**


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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 17th day of September, 2019.

ATTEST:



(Principal) Secretary

(SEAL)


Merit Construction Services, Inc.
Principal

By  (s)

5441 - 212th Street West

Farmington, MN 55024

(Address)



(Witness as to Principal)

5441 212th St West

Farmington MN 55024

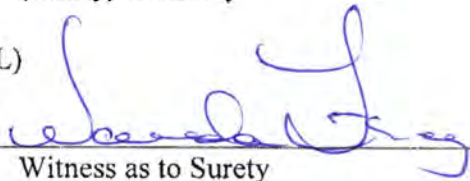
(Address)

ATTEST:



(Surety) Secretary

(SEAL)



Witness as to Surety


1276 S. Robert Street

West St. Paul, MN 55118

(Address)

Granite Re, Inc. (s)

Surety

By 

Zachary Pate, Attorney-in-Fact

14001 Quailbrook Drive

Oklahoma City, OK 73134

(Address)

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

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

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

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
County of Dakota)

On this 17 day of September, in the year 2019, before me personally come(s) Doug Beuns, to me known, who, being duly sworn, deposes and says that he/she is the President of the Mert Construction Services, INC the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Michelle R Rozmiarek
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 17th day of September, in the year 2019, before me personally come(s) Zachary Pate, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Wanda Lee Franz
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

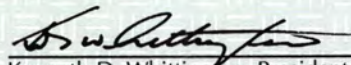
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

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

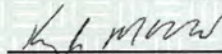
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STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

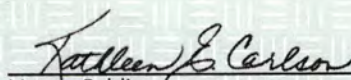


Kyle P. McDonald, Treasurer

On this 14th day of June, 2017, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

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





Notary Public

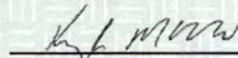
GRANITE RE, INC.
Certificate

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
17th day of September, 2019.





Kyle P. McDonald, Secretary/Treasurer

FILED CITY OF OTTUMWA

2019 SEP 12 AM 9:21 Staff Summary

CITY OF OTTUMWA
** ACTION ITEM **

Council Meeting of: September 17, 2019

Engineering Department

Alicia Bankson
Prepared By

Larry Seas
Department Head

Tom A. Lewis
City Administrator Approval

AGENDA TITLE: Resolution #206-2019. Approving Change Order No. 1 for the Bridge View Center PCC Precast Panel Repair Project.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution #206-2019.

DISCUSSION: The City Council approved the contract in the amount of \$153,450.00 to Merit Construction Services, Inc. of Farmington, Minnesota through Resolution #205-2019 on September 17, 2019. The project will consist of routing all cracks in the PCC Precast Panels and fill with epoxy; remove rust spots; clean and apply clear water repellent to all panels; all comprise the project base bid. The contract amount exceeds available funding. Discussions occurred with Merit Construction Services to determine contract work items to reduce project costs. An item addressed in the project addendum to address future cracking during the warranty period increased project cost unnecessarily and was offered to be deleted. Elimination of this item would bring the project within budget and would not affect the scope of the base bid work or the quality of installation.

There were three alternate bid items to address roof access and roof top maintenance issues. Due to lack of funding, these items will need to be budgeted for another time or until other funding becomes available.

Change Order #1 decreases the contract amount by \$23,450.00 for a new contract sum of \$130,000.00.

RESOLUTION #206-2019

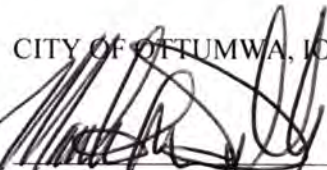
A RESOLUTION APPROVING CHANGE ORDER #1
FOR THE BRIDGE VIEW CENTER PCC PRECAST PANEL REPAIR

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Merit Construction Services of Farmington, Minnesota for the above referenced project; and

WHEREAS, Change Order #1 decreases the contract amount by \$23,450.00 resulting in a new contract sum of \$130,00.00.

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

APPROVED, PASSED, AND ADOPTED, this 17th day of September, 2019.

CITY OF OTTUMWA, IOWA

Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

Section 640
CHANGE ORDER

Project: Bridge View Center PCC Precast Repair To Contractor: Merit Constuction Services, Inc.

Change Order Number: 1

The Contract is changed as follows:

Eliminate Item #3; Addendum #1

DATE

-\$23,450.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Total: (\$23,450.00)

Base bid amount \$153,450.00

NEW PROJECT TOTAL \$130,000.00

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$153,450.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$153,450.00</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$23,450.00)</u>
The new Contract Sum including this change order	<u>\$130,000.00</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

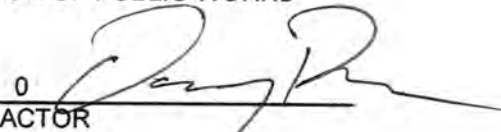
The date of Substantial Completion as of the dare of this Change Order is in accordance with contract documents.



ENGINEER/
DIRECTOR OF PUBLIC WORKS

11 SEPT 2019

DATE



CONTRACTOR

9/9/2019

DATE

Douglas Bruns

BY

President

TITLE

FILED

2019 SEP 12 AM 9:44

CITY CLERK
OTTUMWA, IA


CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Sep 17, 2019

Jody Gates

Prepared By

Kevin C Flanagan 

Department Head

Health & Inspections

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 207 - 2019, a resolution approving matching funds for the Main Street Iowa Challenge Grant Application

****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. 207 - 2019

DISCUSSION:

The building at 219 E Main Street was originally to be part of the second CDBG Master Facade Project, but the owner pulled out of the project. The new owner intends to renovate the building and is applying for a Main Street Iowa Challenge Grant to assist with the renovation costs. Main Street Ottumwa is requesting the City provide matching funds in the amount of \$26,000 for the grant, to be pooled with the owner's match of \$44,000 and \$5,000 from OEDC. The budget for this project exceeds \$162,000 to renovate the building. - The building has been vacant for the last year and underutilized for the last decade or more. The new owner has a 5-phase plan to completely renovate the property inside and out that will transform a blighted property

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

into a key asset for not just downtown, but for the community as a whole.

Phase 1 is to purchase, clean, and restore basic utility services to the property. It hasn't had water in over 3 years and has not had electric for about a year. This is ongoing and expected to be complete by the time Challenge Grants are awarded.

Phases 2 and 3 involve the renovation of the front and rear/side facades of the property. This makes up the bulk of the Challenge Grant application. For these two phases, architectural re-design work on the front façade and development of specifications for the rear/side façades is included in the grant request. As grants are being awarded in the winter, it makes sense to shore up the design work in December-February, to be able to start construction in the spring.

Phases 4 and 5 involve the gut-rehabilitation of the upper level into an apartment space and renovation of the main level into more functional retail space. Construction activity is not included in this Challenge Grant application; however, the architectural design work is included in our application as to prepare plans for these future improvements.

It may be noted that this property was intended to be included in the 2016 CDBG façade program; however, the property owner at that time became delinquent in his obligations toward the program and, ultimately, was removed from that larger project.

RESOLUTION NO. 207 – 2019

A RESOLUTION APPROVING MATCHING FUNDS FOR THE MAIN STREET IOWA
CHALLENGE GRANT APPLICATION

WHEREAS, the City of Ottumwa was awarded a \$500,000 Community Development Block Grant for Phase II of the Downtown Façade Improvement program; and

WHEREAS, there was a building, 219 E. Main Street, that was going to participate in the façade project but the owner decided not to participate; and

WHEREAS, there is now a new building owner who intends to rehabilitate the building; and

WHEREAS, Area 15 Regional Planning Commission is writing a Main Street Iowa Challenge Grant, on behalf of Main Street Ottumwa, in the amount of \$75,000 to help pay the cost to rehabilitate 219 E. Main; and

WHEREAS, the Challenge Grant is a one-to-one cash match grant; and

WHEREAS, the building owner is committing \$44,000 to the project, along with a \$5,000 request from OEDC; and

WHEREAS, in order for the grant to be approved at the maximum amount of \$75,000 there still needs to be matching funds of \$26,000, the amount requested from the City; and

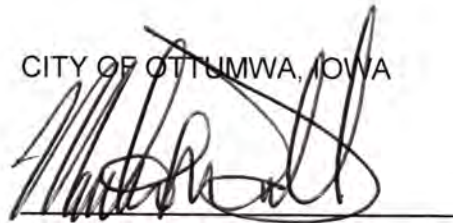
WHEREAS, the City match will be paid from the 2020-2021 budget only if the Challenge Grant is awarded.

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

That if the Main Street Iowa Challenge Grant is awarded for this project the City of Ottumwa will provide \$26,000 as a match with the funds to be used for 219 E. Main Street building facades.

Passed and adopted this 17th day of September 2019.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

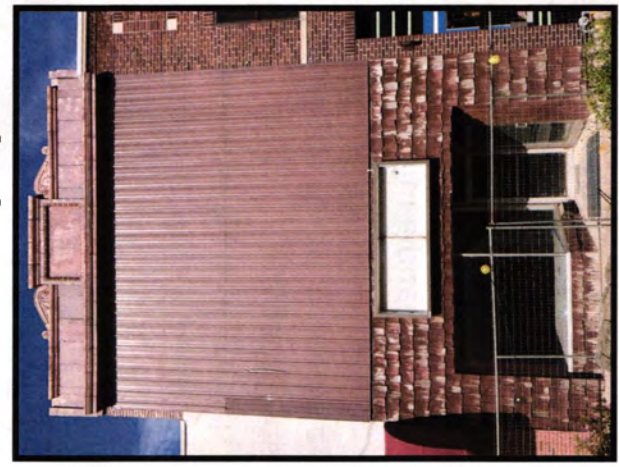
2019 Main Street Iowa

Challenge Grant Application

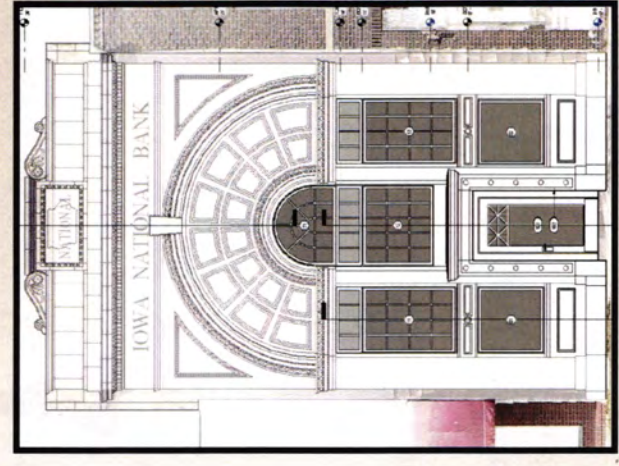
09/17/19



Historic



Current



Proposed



Bradley J. Grefe | Senior Planner | MSO President

About MSI Challenge Grants

- Main Street Iowa offers Challenge Grants annually (through IEDA) for bricks and mortar projects within one of the 55 designated Main Street Iowa districts.
- **Only one application per program is allowed and the local MSI program MUST be the applicant on behalf of the local property owner(s).**
- The maximum grant award is \$75,000 and a minimum a dollar-for-dollar cash match is required.
- This year, MSI has \$925,000 to award. (Approx. 12 projects.)
- Grant applications are due September 21.
- Award announcements are expected in early-November.
- Projects awarded must be completed within 24 months.

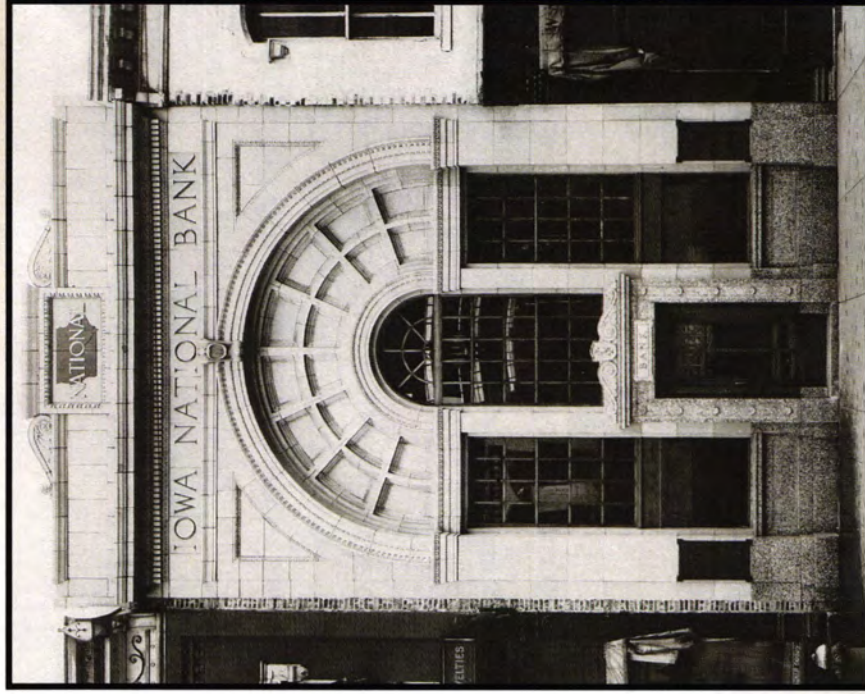
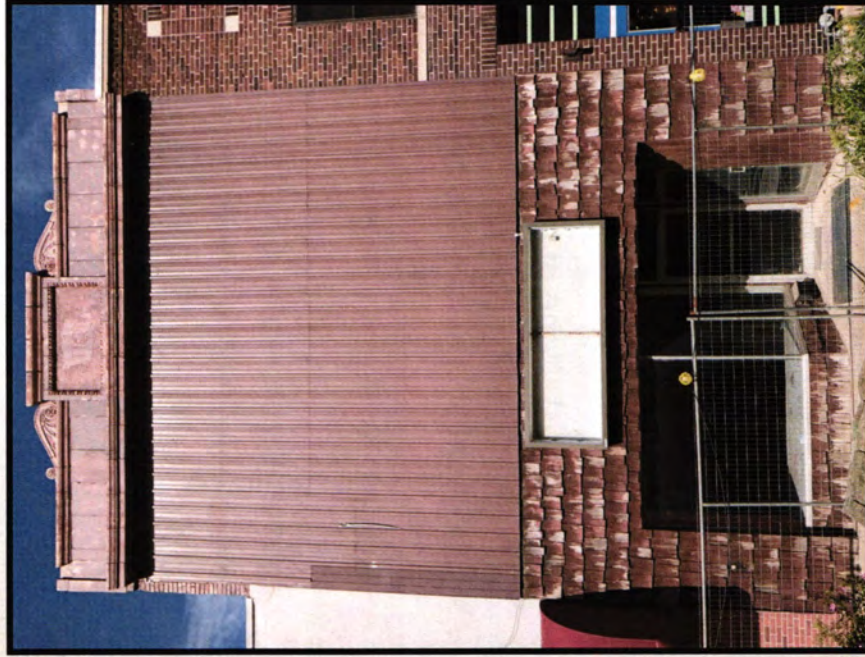


About MSO's 2019 MSICG Application

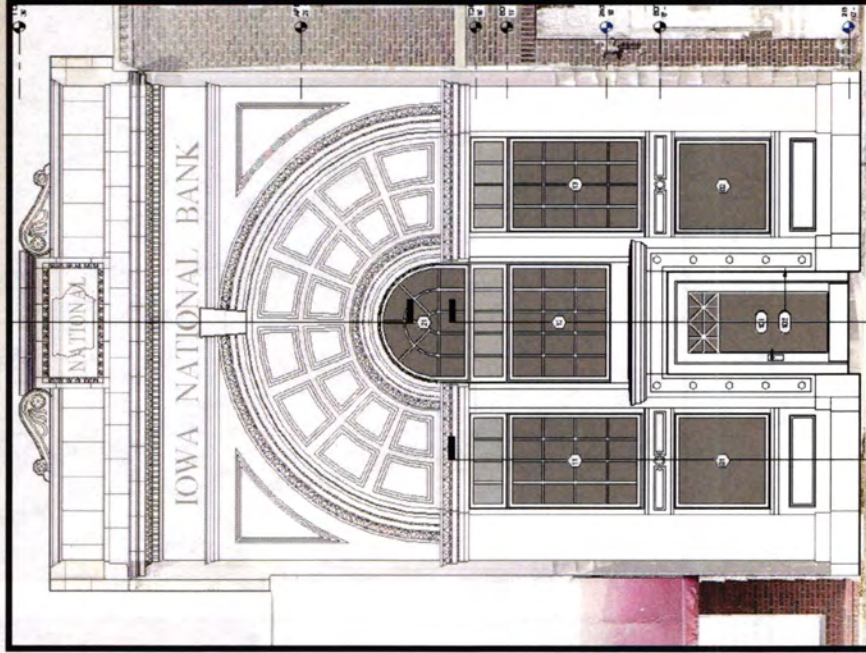
- Spring & Summer: MSO had been working with several property owners within the district to develop potential applications.
- Mid-August: None of those projects was ready to move forward.
- Late-August: The tax sale owner of 219 E. Main decided to sell the property.
- August 30: Restore Pride, LLC, signed a purchase agreement with tax sale owner.
- September 1: Area 15 Staff began reviewing information from 2016 CDBG project, gathering images, contacting architectural firms for more information.
- September 11: Received cost estimates from architects, met with City staff
- September 17: City Council Meeting
- September 18: If approved, owner and City sign appropriate forms. Submit app.



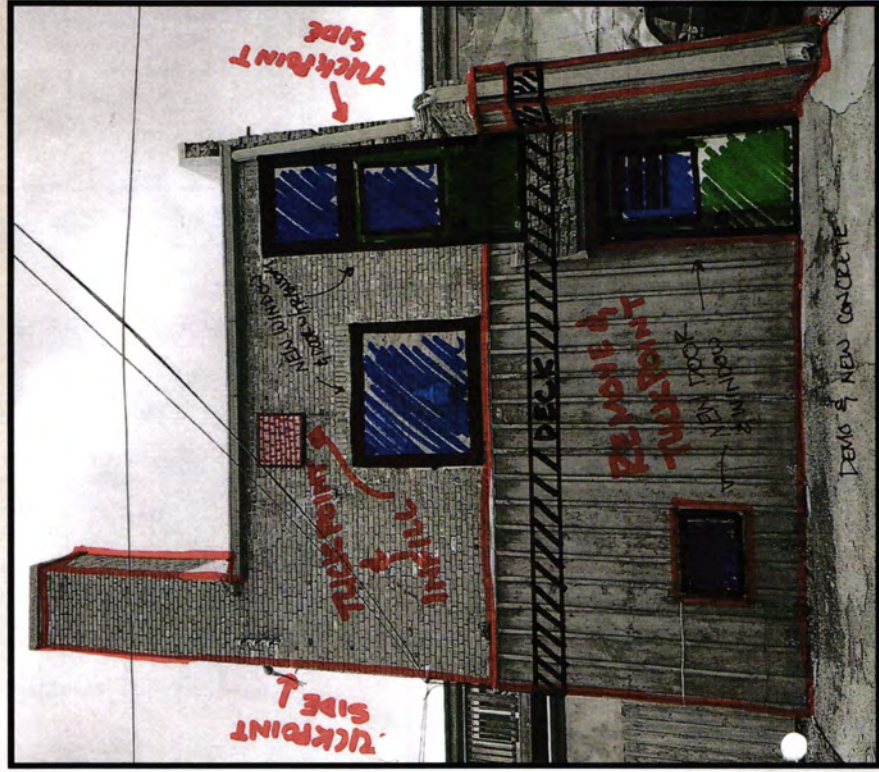
Front Façade (Current v. Historic)



Front Façade (Current v. Proposed)



Rear Façade (Current v. Proposed)



Lower Level Interior



Upper Level Interior



Upper Level Interior – Window Detail



Application Budget

Activity	Amount
Construction/Fees	\$135,000
Architect Front	\$2,500
Architect Rear	\$2,500
Architect Interior	\$10,000
Administration	\$0
Total	\$150,000

Source of Funds	Amount
MSICG	\$75,000
Owner	\$44,000
City of Ottumwa	\$26,000
OEDC	\$5,000
Total	\$150,000







219 E. Main
Proposed Rear/Side Facade Rehabilitation



219 E. Main
Proposed Front Facade Rehabilitation



1 Southwest Facade 219 - NEW CONSTRUCTION
3/8" = 1'-0"

0 2 4
SCALE: 3/8" = 1'-0"

FILED

CITY OF OTTUMWA

2019 SEP 12 AM 9: Staff Summary

CITY CLERK
OTTUMWA, IA
** ACTION ITEM **

Council Meeting of: September 17, 2019

Alicia Bankson

Prepared By

Harry Deas

Department Head

Engineering Department

Department

Tom X. Lopez

City Administrator Approval

AGENDA TITLE: Resolution #209-2019. Awarding the contract for the WPCF – VLR Gate Replacement 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 #209-2019.

DISCUSSION: This project consists of replacing 6 gates in the Vertical Loop Reactor at the WPCF. The gates are used to route flow through or around the four cells in the VLR. The existing gates leak and are badly corroded.

Bids were received and opened by the City of Ottumwa on September 11, 2019 at 2:00 p.m. The low bidder is Woodruff Construction, LLC of Ames, Iowa, in the amount of \$34,583.00. Plans were either sent or downloaded by Woodruff Construction LLC, Winger Contracting, WRH, and Iowa Bridge & Culvert.

Bid Amount: 34,583.00

Engineer's Opinion of Cost: \$25,000.00

Bid Tab and Plan Holders Lists are attached.

RESOLUTION #209-2019

A RESOLUTION AWARDING THE CONTRACT FOR THE
WPCF – VLR GATE REPLACEMENT PROJECT

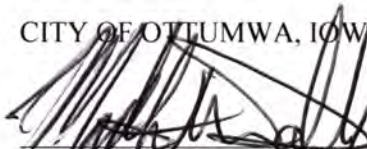
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Woodruff Construction LLC of Ames, Iowa, Iowa in the amount of \$34,583.00.

APPROVED, PASSED, AND ADOPTED, this 17th day of September, 2019.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

VLR Gate Installation		CONSTRUCTION ESTIMATE		Woodruff Construction		Iowa Bridge and Culvert		WRH		Winger	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
9/11/2019											
1	Replace Self-Contained Gate	EA	3	\$ 3,500.00	\$10,500.00	\$ 5,123.41	\$15,370.22	\$6,500.00	\$19,500.00	\$ 8,200.00	\$24,600.00
2	Replace Non-Self-Contained Gate	EA	3	\$ 5,000.00	\$15,000.00	\$ 6,404.26	\$19,212.78	\$8,000.00	\$24,000.00	\$ 8,200.00	\$24,600.00
TOTAL					\$25,500.00		\$34,583.00		\$43,500.00		\$49,200.00
											\$51,800.00

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON 09-11-2019
 BY: *Bill Winger*

FILED

CITY OF OTTUMWA

2019 SEP 12 AM 9:21

Staff Summary

CITY CLERK
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: September 17, 2019

Alicia Bankson

Prepared By

Larry Seals

Department Head

Engineering
Department

Tom X. Lopez
City Administrator Approval

AGENDA TITLE: Resolution #210-2019. Approving the contract, bond, and certificate of insurance for WPCF – VLR Gate Replacement 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 #210-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Woodruff Construction LLC of Ames, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the September 17, 2019 City Council Meeting in the amount of \$34,583.00.

Bid Amount: \$34,583.00

Engineer's Opinion of Cost: \$25,000.00

Source of Funds: Sewer Fund Balance

Budgeted Item: No

Budget Amendment Needed: Yes

RESOLUTION #210-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE WPCF – VLR GATE REPLACEMENT PROJECT

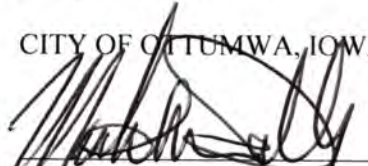
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Woodruff Construction LLC of Ames, Iowa in the amount of \$34,583.00 based on total unit price and estimated quantities; and,

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

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



APPROVED, PASSED, AND ADOPTED, this 17th day of September 2019.

CITY OF OTTUMWA, IOWA



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **September 17, 2019**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **Woodruff Construction LLC of Ames, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE 1

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: "**VLR Gate Replacement Project - Ottumwa, Iowa**" prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed and shall be completed in 25 working days and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$34,583.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

The Contractor shall indemnify and hold harmless the Owner, the Owner's employees, the Engineer, and the Engineer's employees from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor shall obtain insurance for this purpose, which shall insure the interests of the Owner and Engineer as the same may appear, and shall file with the Owner and Engineer certificates of such insurance.

ARTICLE VI

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the two (2) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA
By [Signature]
Title Mayor Pro Tem

ATTEST:
[Signature]
Title City Clerk

Woodruff Construction, LLC
Contractor
By [Signature]
Title Central Region President
Address 1920 Philadelphia St Ste 102
City, State, Zip Ames IA 50010

**SECTION 00520
PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

Woodruff Construction, LLC

(Name of Contractor)

1890 Kountry Lane, Fort Dodge, IA 50501

(Address of Contractor)

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

United Fire & Casualty Company

(Name of Surety)

P.O. Box 73909, Cedar Rapids, IA 52407

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Thirty Four Thousand Five Hundred Eighty Three and 00/100
(\$ 34,583.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 17th day of September, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

VLR Gate Replacement Project

Ottumwa, Iowa

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

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

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


IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 17th day of September, 2019.

ATTEST:



(Principal) Secretary Grant Reimers

(SEAL)



(Witness as to Principal) Shana Streeter
1890 Kountry Lane

Fort Dodge, IA 50501

(Address)

ATTEST:



(Surety) Secretary Cindy Bennett

(SEAL)



Witness as to Surety Stacy Venn

Holmes, Murphy and Associates, LLC

2727 Grand Prairie Parkway, Waukee, IA 50263

(Address)

Woodruff Construction, LLC

Principal

By  (s)

Jason Rechkemmer, Central Region President

1890 Kountry Lane

Fort Dodge, IA 50501

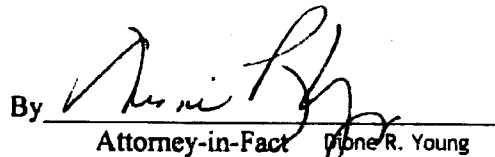
(Address)

United Fire & Casualty Company

(s)

Surety

By



Attorney-in-Fact Dion R. Young

Holmes, Murphy and Associates, LLC

2727 Grand Prairie Parkway, Waukee, IA 50263

(Address)

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

SECTION 00510
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

Woodruff Construction, LLC

(Name of Contractor)

1890 Kountry Lane, Fort Dodge, IA 50501

(Address of Contractor)

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

United Fire & Casualty Company

(Name of Surety)

P.O. Box 73909, Cedar Rapids, IA 52407

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Thirty Four Thousand Five Hundred Eighty Three and 00/100
(\$34,583.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 17th day of September, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

VLR Gate Replacement Project

Ottumwa, Iowa

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the two (2) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

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

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


IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 17th day of September, 2019.

ATTEST:



(Principal) Secretary Grant Reimers

(SEAL)



(Witness as to Principal) Shana Streeter
1890 Kountry Lane

Fort Dodge, IA 50501

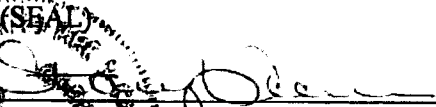
(Address)

ATTEST:



(Surety) Secretary Cindy Bennett

United Fire & Casualty Company (s)
Surety

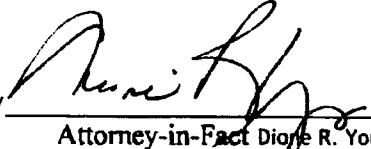


Witness as to Surety Stacy Venn

Holmes, Murphy and Associates, LLC

2727 Grand Prairie Parkway, Waukee, IA 50263

(Address)

By 

Attorney-in-Fact Dione R. Young

Holmes, Murphy and Associates, LLC

2727 Grand Prairie Parkway, Waukee, IA 50263

(Address)

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



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint **CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, SHIRLEY BARTENHAGEN, DIONE R. YOUNG, KEVIN J. KNUTSON, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SYDNEY BURNETT, EACH INDIVIDUALLY**

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed **\$100,000,000.00** and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of January, 2014



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

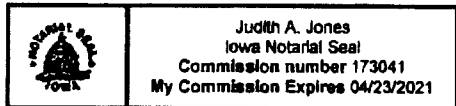
By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 15th day of January, 2014, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Jones



Notary Public
 My commission expires: 04/23/2021

I, Mary A. Bertsch, Assistant Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 17th day of September, 2019.



By: *Mary A. Bertsch*

Assistant Secretary,
 UF&C & UF&I & FPIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2019

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

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

PRODUCER Holmes Murphy & Assoc - WDM PO Box 9207 Des Moines, IA 50306-9207	1-800-247-7756	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	FAX (A/C, No):
INSURED Woodruff Construction LLC 1890 Kountry Lane Ft. Dodge, IA 50501		INSURER(S) AFFORDING COVERAGE	
		INSURER A: UNITED FIRE & CAS CO	NAIC# 13021
		INSURER B: TRAVELERS PROP CAS CO OF AMER	25674
		INSURER C: AMERISURE PARTNERS INS CO	11050
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 57185604

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes XCU <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		60373583	07/01/19	07/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		60373583	07/01/19	07/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP10T3996219NF	07/01/19	07/01/20	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC20930340405	07/01/19	07/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: VLR Gate Replacement Project

City of Ottumwa, Iowa is an additional insured on the general liability when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

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

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FILED

2019 SEP 12 PM 2:53

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Sep 3, 2019

Kevin C. Flanagan

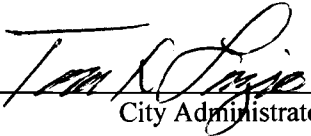
Prepared By

Kevin C. Flanagan

Department Head

Planning & Development

Department



City Administrator Approval

AGENDA TITLE: Resolution No. 211-2019 A RESOLUTION SETTING THE DATE OF A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 8 TO THE WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN IN THE CITY OF OTTUMWA, STATE OF IOWA



Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 211-2019

DISCUSSION: This resolution will set our October 1, 2019 meeting as the time and date for our public hearing for Amendment 8 to our Westgate URA. This amendment provides for a not to exceed \$4 million rebatement to Chrisbro for the BVC hotel project. You will notice it includes language to 20 years on the term, this was most recently modified through negotiations to 25 years, but given we will still not exceed \$4 million in our total rebatement

Source of Funds:

Budgeted Item: Budget Amendment Needed:

Nathan has informed us that this language is still appropriate to our amendment, in that it is the fiscal parameter limit and not the time limit that is of import to this amendment.

The amendment also includes the expansion of incentives limitations to include \$8 million for the Market St. and \$4.5 million for the Washington St. projects, in relation to the RFQ's we recently released. We will be working on those projects in order to orchestrate a likely spring 2021 construction start.

ITEM TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

September 17, 2019

5:30 P.M.

West Gate Economic Development Urban Renewal Plan

- Resolution setting the date of a public hearing on a proposed Amendment No. 8 to the West Gate Economic Development Urban Renewal Plan in the City of Ottumwa, State of Iowa.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

September 17, 2019

The City Council of the City of Ottumwa, State of Iowa, met in regular session, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 5:30 P.M., on the above date. There were present Mayor Pro Tem, Dalbey in the chair, and the following named Council Members:

Streeby, Berg, Roe, Stevens, Dalbey

Absent: None

Vacant: None

* * * * *

Council Member Roe then introduced the following proposed Resolution entitled "RESOLUTION SETTING THE DATE OF A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 8 TO THE WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN IN THE CITY OF OTTUMWA, STATE OF IOWA", and moved that the same be adopted. Council Member Streeby seconded the motion to adopt. The roll was called and the vote was,

AYES: Streeby, Berg, Roe, Stevens, Dalbey

NAYS: None

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 211-2019

RESOLUTION SETTING THE DATE OF A PUBLIC HEARING
ON A PROPOSED AMENDMENT NO. 8 TO THE WEST GATE
ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN IN
THE CITY OF OTTUMWA, STATE OF IOWA

WHEREAS, by Resolution No. 39-1989, adopted May 2, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the West Gate Economic Development Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the West Gate Economic Development Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Plan is on file in the office of the Recorder of Wapello County; and

WHEREAS, the Plan has subsequently been amended seven times, lastly by the adoption of Amendment No. 7 to the Plan, adopted by Resolution No. 203-2017, adopted October 3, 2017; and

WHEREAS, this Urban Renewal Area currently includes and consists of the following property:

ORIGINAL AREA

Being a part of Section 23, 24, 25, 26, T 72 N, R 14 W in the City of Ottumwa, Wapello County, Iowa, and being more particularly described as follows:

Beginning at the center of Sec. 23, T 72 N, R 14 W; Thence South along the North-South center line of Section 23 to the South Right-of-Way line of U.S. Highway 34; Thence West along the South Right-of-Way line of U.S. Highway 34 to the West Right-of-Way line of Wildwood Drive; Thence South along the West Right-of-Way line of Wildwood Drive to the South line of Richmond Avenue; Thence East along the South line of Richmond Avenue to the East line of Carlisle Street; Thence Northeasterly along the East line of Carlisle Street to the South Bank of the South Ottumwa Lagoon; Thence Northwest along the South bank of the Lagoon to the Easterly Right-of-Way line of Wapello Street; Thence Northeasterly along Wapello Street Right-of-Way line to the South line of U.S. Highways 63 and 34; thence West along said Right-of-Way line to the Westerly Right-of-Way line of U.S. Highway 63; Thence Northeasterly along the West line of U.S. Highway 63 to the center line of the Des Moines River Levee; Thence Northwesterly along the center line of the Levee to the West line of Clay Street; Thence Northeasterly along the West line of Clay Street to the South line of Main Street; Thence Northwest along the South line of Main Street to the Westerly line of Blackhawk Street; Thence along the Northwesterly and North Right-of-Way line of Blackhawk Street to the center of Section 23, T 72 N, R 14 W and the Point of Beginning.

AMENDMENT NO. 1 AREA

Beginning at the center of Sec. 23, T 72 N, R 14 W; thence east and northeasterly along the north right-of-way line of Blackhawk Street to the south line of Main Street; thence southeasterly along the south line of Main Street to the west line of Clay Street; thence southwesterly along the west line of Clay Street to the center line of the Des Moines River Levee; thence southeasterly along the centerline of the levee to the west line of U.S. Highway 63; thence southeasterly along the westerly right-of-way line of U.S. Highway 63 to the south line of U.S. Highways 63 and 34; thence southeasterly along the south line of U.S. Highways 63 and 34 to the easterly right-of-way line of Wapello Street; thence southwesterly along the easterly right-of-way line of Wapello Street to the south bank of the south Ottumwa Lagoon; thence southeast along the south bank of the lagoon to the east line of Carlisle Street; thence southwesterly along the east line of Carlisle Street to the south line of Richmond; thence east along the south line of Richmond Avenue to the west line of Willard Street; thence south along the west line of Willard Street to the south right-of-way line of Vine Street; thence east and northeast along the south and southeasterly right-of-way line of Vine Street to the north right-of-way line of Second Street; thence northwesterly along the north right-of-way line to the easterly right-of-way line of Union Street; thence northeasterly along the right-of-way line of Union Street to the north right-of-way line of Fourth Street; thence northwesterly along said right-of-way line to the westerly right-of-way line of Kitterman Avenue; thence southwesterly along the said right-of-way line to the north right-of-way line of Second Street; thence northwesterly along said right-of-way line to the west corporate line; thence southeasterly and south along the west corporate line to the point of beginning.

AMENDMENT NO. 2 AREA

Commencing at the point of intersection between the center section line of Sec. 27-72-14 and the south right of way line of Highway US 34, thence southerly following the corporate limit line to Finley Avenue, thence easterly to Wildwood Drive, thence northerly to the south property line of residential property 921 Wildwood Drive, thence following the corporate limit line westerly to the southwest corner of said property, thence northerly 435 feet to the northwest corner of residential property 929 Wildwood Drive, thence easterly to the west right of way line of Wildwood, thence northerly to the southeast corner of the Team Dueca property, thence westerly 317.75 feet to the southwest corner of said property, thence northerly 372.90 to the south right of way line of Highway US 34, thence westerly along said right of way line to the point of beginning.

The area excludes the Team Dueca Property and the residential properties at 921 & 929 Wildwood Drive located in Wapello County. Included are the 5 acres west of the Team Dueca Property previously annexed this year and the full rights of way of all streets forming the boundary.

Lots 1, 2, 3, 4 and 5 of Vaughn's Second Addition; Lot A (public right-of-way known as Vaughn Drive), and all of the public right-of-way of Quincy Avenue and U.S. Highway No. 34 contiguous to Vaughn's Second Addition.

NOTE: References in the legal description for the Amendment No. 2 Area to the "corporate limit line" refer to the corporate limit line existing in 2002, which is the year Amendment No. 2 to the Plan was adopted and approved.

AMENDMENT NO. 3 AREA

Commencing at the Northwesterly intersection of the Vine Street and Main Street Right of Way lines in the City of Ottumwa, Section 30, Township 72 North, Range 13 West, Wapello County, Iowa, and the Point Of Beginning, thence Easterly along the Northerly Right Of Way line of Main Street, continuing East across U.S. Highway 34 and following the North Right Of Way of Roemer Avenue to the Corporate City Limits; thence South along said Limits to the corner thereof; thence West to the corner thereof; thence South along said Limits through three small offsets to the East and continuing South to Brick Row; thence East along Brick Row to the corner thereof; thence South along said Limits to the Burlington Northern and Santa Fe Railroad; thence Northwesterly along said Railroad to the corner of said Limits; thence South along said Limits to Northerly bank of the Des Moines River; thence Southwesterly and Southerly along said river bank to the existing Corporate Limits; thence West along said Limits to the Easterly Right Of Way of 120th Avenue/Walnut Avenue; thence North along the Easterly Right of Way line of 120th Avenue/Walnut Avenue to the corner of the Corporate Limits, thence West along said limits to the corner thereof; thence Southerly along said limits and the Des Moines River to an extension of the North Right of Way of Mary Street; thence West along said North line and the Corporate Limits to the westerly Right Of Way line of U.S. Highway 63, thence Northwesterly along said Right of Way line to the Northwesterly Right Of Way line of Vine Street, thence Northeasterly along said Right of Way line to the Point Of Beginning.

The urban renewal area includes the full Right of Way of all streets forming the boundary.

AMENDMENT NO. 4 AREA

DELETING the following area from the West Gate Economic Development Urban Renewal Area:

THAT PART OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 23 LYING SOUTH OF HIGHWAY 34 AND THAT PART OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 26, ALL

IN TOWNSHIP 72 NORTH, RANGE 14 WEST OF THE 5TH P.M., IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE SW CORNER OF SAID SECTION 23; THENCE N88°47'47"E, 30.00 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND THE EAST RIGHT OF LINE OF WILDWOOD DRIVE TO THE POINT OF BEGINNING; THENCE NORTH ALONG SAID LIMIT LINE TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 34; THENCE 558.99 FEET ALONG SAID RIGHT OF WAY LINE ON A 5558.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N82°42'02"E, 558.75 FEET); THENCE ALONG SAID RIGHT OF WAY S85°09'42"E, 98.40 FEET; THENCE ALONG SAID RIGHT OF WAY N81°11'49"E, 97.72 FEET; THENCE 124.64 FEET ALONG SAID RIGHT OF WAY LINE ON A 5575.00 FOOT RADIUS CURVE CONCAVE SOUTHERLY (CHORD BEARING N88°12'39"E, 124.63 FEET); THENCE ALONG SAID RIGHT OF WAY N88°51'04"E, 25.45 FEET; THENCE S00°42'37"W, 44.47 FEET; THENCE S08°18'43"W, 43.41 FEET; THENCE S40°17'00"W, 112.44 FEET; THENCE S30°33'18"W, 67.46 FEET; THENCE S47°58'30"W, 71.07 FEET; THENCE S57°47'54"W, 181.33 FEET; THENCE S49°35'53"W, 243.76 FEET; THENCE S30°18'30"W, 181.95 FEET; THENCE S51°53'28"W, 196.54 FEET; THENCE S83°00'08"W, 153.71 FEET TO THE OTTUMWA CORPORATE LIMIT LINE AND EAST RIGHT OF WAY LINE OF WILDWOOD DRIVE, THENCE NORTH ALONG SAID EAST RIGHT OF WAY OF WILDWOOD DRIVE AND CORPORATE LIMIT LINE TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 9.89 ACRES MORE OR LESS.

AMENDMENT NO. 5 AREA

Amendment No. 5 did not add or remove land.

AMENDMENT NO. 6 AREA

Amendment No. 6 did not add or remove land.

AMENDMENT NO. 7 AREA

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 2ND STREET AND THE WESTERLY RIGHT-OF-WAY LINE OF NORTH MCLEAN STREET; THENCE NORTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NORTH MCLEAN STREET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST HOLT STREET; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID EAST HOLT STREET EXTENDED EASTERLY TO THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF WEST MAPLE AVENUE EXTENDED NORTHWESTERLY; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST MAPLE AVENUE TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH 5TH STREET; THENCE SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH 5TH STREET TO THE INTERSECTION OF

THE NORTHEASTERLY RIGHT-OF-WAY LINE OF WEST 5TH STREET; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID WEST 5TH STREET TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH WAPELLO STREET; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH WAPELLO STREET TO THE NORTHERLY RIGHT-OF-WAY LINE OF WEST 4TH STREET ALSO BEING A COMMON LINE WITH THE AMENDMENT #1 IN THE WEST GATE URBAN RENEWAL PLAN; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 4TH STREET TO THE WESTERLY RIGHT-OF-WAY LINE OF KITTERMANN AVENUE EXTENDED NORTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID KITTERMANN AVENUE TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 2ND STREET; THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WEST 2ND STREET TO THE POINT OF BEGINNING. AFORESAID, ALL BEING A COMMON LINE WITH THE AMENDMENT #1 IN THE WEST GATE URBAN RENEWAL PLAN, ALL IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

WHEREAS, City staff has caused there to be prepared a form of Amendment No. 8 to the Plan ("Amendment No. 8" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add and/or confirm proposed urban renewal projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed Amendment No. 8 adds no new land to the Area; and

WHEREAS, by Resolution No. 73-2019, adopted on April 16, 2019, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 8 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 8 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held on April 25, 2019 as ordered by the City Council; and

WHEREAS, by Resolution No. 73-2019, this Council also set a public hearing on the adoption of the proposed Amendment No. 8 for the meeting of the Council on May 21, 2019, and held a public hearing at that meeting, and following the public hearing adopted Resolution No. 113-2019 to approve Amendment No. 8, but subsequently determined that the published notice of the May 21, 2019 public hearing may be insufficient; and

WHEREAS, in order to ensure legally sufficient notice of the public hearing to consider Amendment No. 8, the City decided to hold a second public hearing on the adoption of Amendment No. 8 and set the date for the second public hearing for the August 6, 2019 meeting of the Council and published notice of such public hearing, but due to various underlying delays, the Council did not hold a public hearing or otherwise take action on Amendment No. 8 at the August 6, 2019 meeting; and

WHEREAS, following the resolution of the underlying delays, the Council is now prepared to continue the adoption process for Amendment No. 8, and proposes to set a new date for the second public hearing on the proposed Amendment No. 8 to be held subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place, and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

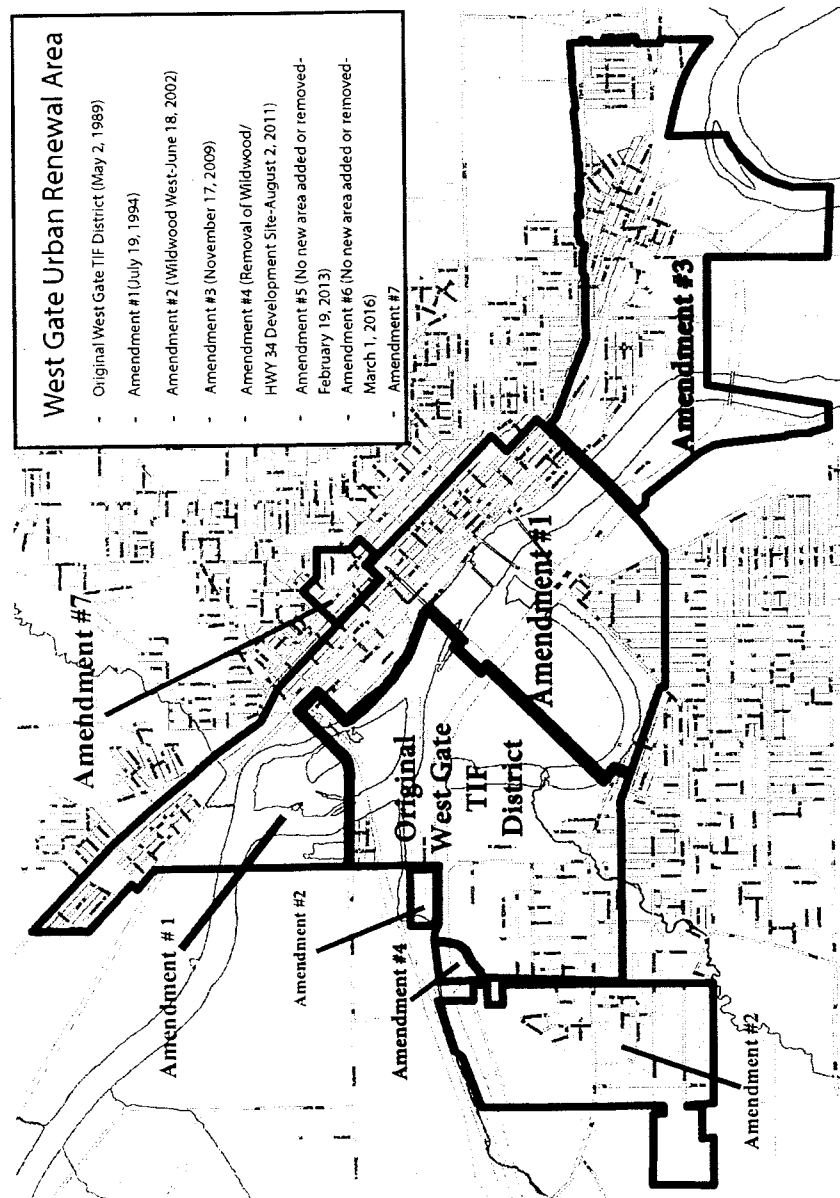
Section 1. That a public hearing shall be held on the proposed Amendment No. 8 before the City Council at its meeting which commences at 5:30 P.M. on October 1, 2019, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa.

Section 2. That the City Clerk is authorized and directed to publish notice of this public hearing in the Ottumwa Courier, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED AMENDMENT NO. 8 TO THE WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN FOR AN URBAN RENEWAL AREA IN THE CITY OF OTTUMWA, STATE OF IOWA

The City Council of the City of Ottumwa, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on October 1, 2019 in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, to consider adoption of a proposed Amendment No. 8 to the West Gate Economic Development Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ottumwa, State of Iowa, generally depicted in the following map:



A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Ottumwa, Iowa.

The City of Ottumwa, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.


The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 8 would add and/or confirm proposed urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Ottumwa, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Dated this 17 day of September, 2019.



City Clerk, City of Ottumwa, State of Iowa

(End of Notice)


Section 3. That the proposed Amendment No. 8, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 8 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 17th day of September, 2019.



Mayor

ATTEST:



City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE AMENDMENT
LABELED AS EXHIBIT 1 HERE

AMENDMENT NO. 8
to the
**WEST GATE ECONOMIC DEVELOPMENT
URBAN RENEWAL PLAN**
for the
**WEST GATE ECONOMIC DEVELOPMENT
URBAN RENEWAL AREA**

CITY OF OTTUMWA, IOWA

Adopted – May 1989
Amendment No. 1 – July 1994
Amendment No. 2 – May 2002
Amendment No. 3 – November 2009
Amendment No. 4 – August 2011
Amendment No. 5 – March 2013
Amendment No. 6 – March 2016
Amendment No. 7 – October 2017
Amendment No. 8 – May 2019

AMENDMENT NO. 8
to the
WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN
for the
WEST GATE ECONOMIC DEVELOPMENT URBAN RENEWAL AREA
CITY OF OTTUMWA, IOWA

INTRODUCTION

The West Gate Economic Development Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the West Gate Economic Development Urban Renewal Area (“Area” or “Urban Renewal Area”) was adopted in 1989 and amended in 1994, 2002, 2009, 2011, 2013, 2016, and 2017.

The Urban Renewal Plan is now being further amended to add and/or confirm proposed urban renewal projects to be undertaken within the Urban Renewal Area by this Amendment No. 8 (“Amendment” or “Amendment No. 8”). This Amendment adds no new land to the Area and has no effect on the duration, designation, or base value of the Plan or the Area.

Except as modified by this Amendment, the provisions of the original Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control. Any subsections not mentioned in this Amendment shall continue to apply to the Plan.

DEVELOPMENT PLAN/ZONING

The City has a general plan for the physical development of the City as a whole outlined in The Ottumwa Plan, adopted by the City in September 2001 and updated in 2014. The Urban Renewal Plan, as amended, and the projects described in this Amendment No. 8, are in conformity with the goals, objectives, and overall policies identified in The Ottumwa Plan.

This Urban Renewal Plan, as amended, does not in any way replace the City’s current land use planning or zoning regulation process.

The need, if any, for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, is set forth in this Plan, as amended. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment, and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 8)

Although certain project activities may occur over a period of years, the Eligible Urban Renewal Projects under this Amendment include:

1. Development Agreements

A. *Agreement with Chrisbro 5, LLC and Chrisbro Hospitality.* The City expects to enter into a development agreement with Chrisbro 5, LLC (“Developer”) and Chrisbro Hospitality (“Operator”), to provide incentives for the development of a hotel with a connection to the existing Convention Center and on-site parking. Construction for this project is expected to be completed in 2020. As part of the terms of the development agreement, the Developer would agree to a minimum assessed value for the completed hotel and the Operator would agree to create or retain jobs therein. Pursuant to the terms and conditions of the development agreement, the City would, inter alia: (a) lease the property on which the hotel will be constructed to the Developer for 99 years; (b) make Economic Development Grants of up to \$4,000,000 to the Developer and comprised of 100% of the tax increment created by the construction of the hotel for up to 20 years; (c) move a sanitary sewer line that currently crosses the construction site at an estimated cost of \$125,000; (d) reimburse certain site improvement costs of up to \$500,000 from monies in the Community Development Fund; and (e) cause the construction of off-site parking with costs estimated at not to exceed \$1,100,000. The total cost of the incentives described above is approximately \$5,725,000. This Amendment summary does not contain all of the terms and conditions to be included in the detailed development agreement.

B. *Market Street Mixed-Use and River Walk Agreement.* The City expects to enter into a development agreement with a Developer to provide incentives for the development of a mixed-use development including approximately 65 housing units, commercial improvements, and park and river walk amenities to be completed in a multi-phase project. The City may support the project through the construction of, or the provision of incentives towards, public infrastructure, or provide other incentives such as tax increment rebates, in order to encourage economic development on current grayfield sites and blight remediation in the area. Construction for this project is expected to be completed between 2020-2022. As part of the terms of the development agreement, the Developer would agree to a minimum assessed value for the completed improvements on the property. Total incentives are not expected to exceed \$8 million. This Amendment summary does not contain all of the terms and conditions to be included in the detailed development agreement.

C. *Washington Street Mixed Use Agreement.* The City expects to enter into a development agreement with a Developer to provide incentives for the development of a mixed-use development including approximately 35 housing units, commercial development, and park and river walk amenities to be completed in a multi-phase project. The City may support the project through the construction of, or the provision of incentives towards, public infrastructure, or provide other incentives such as tax increment rebates, in order to encourage economic development on current grayfield sites and blight remediation

in the area. Construction for this project is expected to be completed between 2020-2022. As part of the terms of this development agreement, developer would agree to a minimum assessed value from the completed improvements on the property. Total incentives are not expected to exceed \$4.5 million. This Amendment summary does not contain all of the terms and conditions to be included in the detailed development agreement.

D. Development Agreements: The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City’s sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$16,000,000.

2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$100,000

FINANCIAL DATA

1.	July 1, 2018 constitutional debt limit:	\$49,915,087
2.	Current outstanding general obligation debt:	\$25,680,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 8) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$34,325,000 This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

EFFECTIVE PERIOD

This Amendment No. 8 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment,

resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council. The use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the *Code of Iowa*. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

This Urban Renewal Area, and all subareas therein, has been designated as being appropriate for both blight remediation and economic development activities. Because Iowa Code section 403.17(10) provides that the 20-year limitation on the division of revenues applies only to economic development area with no part containing slum or blighted conditions, and because the Urban Renewal Area, as amended, contains parts that are blighted, the Area is not subject to the 20-year limitation set forth in section 403.17(10). Therefore, notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the division of revenue in the Urban Renewal Area, as amended, has no sunset.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan or this Amendment not determined to be invalid or unconstitutional.

01570992-1\10981-137

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective city offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 17 day of September, 2019.

Christ Reinhard
City Clerk, City of Ottumwa, State of Iowa



FILED
STAFF SUMMARY
2019 SEP 13 AM 11:33

Council Meeting of: 9/17/2019

CITY CLERK
OTTUMWA, IA

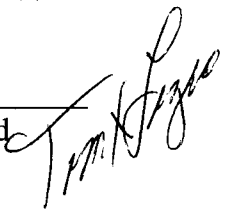
ITEM NO.

Joni Keith

Prepared By

Tom X. Lazio

Department Head



Administration

Department

AGENDA TITLE: Pass and adopt Resolution #195-2019 which approves a severance agreement with former City Administrator Andy Morris.

PURPOSE: Approve a severance agreement with City Administrator Andy Morris.

RECOMMENDATION: Pass and adopt Resolution #195-2019.

DISCUSSION: As part of his employment with the City of Ottumwa, Andy Morris was given an employment contract which is attached hereto. The Agreement provides that either the City or Mr. Morris may sever employment without cause subject to a six month severance package. Mr. Morris resigned on August 23, 2019 subject to the negotiation of his final severance package from the City of Ottumwa. Gayla Harrison has negotiated a proposed package and that agreement is attached as well. Mr. Morris would receive six months of severance and his benefit package, excluding vacation and sick leave accrual, as set out in his employment contract. In addition, Mr. Morris would receive a 2 per cent wage increase on his anniversary date in November of 2019. This agreement is subject to council approval.

RESOLUTION #195-2019

**RESOLUTION APPROVING THE
CITY'S SEVERANCE AGREEMENT WITH
FORMER CITY ADMINISTRATOR ANDREW MORRIS**

WHEREAS, the City of Ottumwa, Iowa desires to approve a severance agreement with former City Administrator Andrew Morris; and

WHEREAS, said agreement is in line with the previously approved Employment Agreement with Andrew Morris.

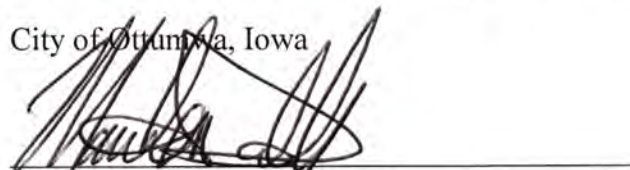
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:

That the proposed Agreement between the City of Ottumwa, Iowa and former City Administrator Andrew Morris is hereby approved.

That Mayor Pro Tem Matt Dalbey is hereby authorized to sign said Agreement on behalf of the City of Ottumwa, Iowa, upon the approval and signature of former City Administrator Andrew Morris.

PASSED AND ADOPTED this 17th day of September, 2019.

City of Ottumwa, Iowa



Matt Dalbey, Mayor Pro Tem

ATTEST:



Christina Reinhard, City Clerk

EMPLOYEE AGREEMENT

THIS EMPLOYEE AGREEMENT (this "Agreement") is made and entered into this 6th day of October, 2015 between the City of Ottumwa, Iowa, a Iowa municipal corporation (the "City"), and Andrew A. Morris (the "City Administrator").

BACKGROUND FACTS

- A. The City wishes to employ the services of Andrew A. Morris as City Administrator of the City of Ottumwa, Iowa.
- B. The City and Mr. Morris desire to provide for certain procedures, benefits and requirements regarding the employment of Mr. Morris by the City.
- C. Mr. Morris wishes to accept employment as City Administrator of Ottumwa, under the terms and conditions of this agreement.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

1. Duties: The City agrees to employ Mr. Morris as the City Administrator of the City of Ottumwa to perform all duties as specified by law and ordinance and perform such other proper duties as assigned by the City Council.
2. Compensation: The City Administrator shall receive an annual salary of \$130,000 per year commencing November 2, 2015 and paid according to the City's normal payroll calendar. The City Administrator will receive a performance evaluation during the month of May 2016, and annually during the month of December thereafter. Adjustments in annual salary for the City Administrator shall be given at the Administrator's yearly anniversary provided a satisfactory performance evaluation is received.
3. Terms and Conditions: The City Administrator shall be employed by the City for an indefinite period commencing November 2, 2015, subject to the successful completion of a pre-employment physical and drug screen.

It is further agreed that The City Administrator will serve at the will of the Council and may be terminated with or without just cause at any time. Termination for "just cause" shall be without severance pay and shall be effective upon Employee's receipt of notice of his termination. Termination of this contract by the City shall follow any applicable Charter requirements, which currently include furnishing City Administrator with a copy of the reasons for the termination, providing a reasonable opportunity to be heard in person or by counsel in his own defense, and adoption of a resolution by a majority of Council members.

Should the City terminate the employment of the City Administrator without just cause, he will receive six (6) months' severance pay and benefits. Additionally, he will have the option to resign and receive six months severance pay and benefits.

If the City Administrator decides to terminate his employment, he must provide the City a minimum of 30 days' notice of his intent to terminate.

4. **Iowa Public Employees Retirement System:** The City Administrator may participate in I.P.E.R.S.. The City's regular contribution is rated by Iowa State Statutes governing retirement contributions for municipalities currently at 8.93% of the City Administrator's salary.
5. **Insurance Coverage:** The City Administrator will be provided insurance coverage at the same rate as other non-union City Employees.

Current Coverages

HEALTH INSURANCE:

- Alliance Select Program administered by Wellmark Blue Cross/Blue Shield of Iowa with a \$300/600 deductible and \$1000/2000 out of pocket. Three tier drug card \$10/25/40.
Employer is responsible for 90% premium at this time.
Employee is responsible for 10% of premium at this time.
Employee cost for family coverage is \$158.62 per month at this time
Dental coverage free for employee only.
Dependent dental and vision coverage is available at employee's cost.
Flexible Spending Account is available.

LIFE INSURANCE:

Equal to annual salary rounded up to next highest \$1000.

6. **Vacation and Sick Leave:** The City Administrator will start employment with the status of a 10-year employee for the purposes of calculating Vacation and will receive subsequent increases in accordance to the City's personnel policy.
 - a. The City Administrator will be provided a bank of 40 hours of Vacation upon employment.
 - b. The City Administrator will be granted the same number of holidays as other City employees.
 - c. The City Administrator will be granted 40 hours of banked sick leave upon employment and shall earn additional sick leave at the rate other employees earn sick leave. All other provisions of the sick leave policy will apply to the City Administrator.
7. **Business Expenses:** The City will reimburse the City Administrator for all reasonable employment related expenses including, but not limited to, meals, one local civic club membership.
8. **Automobile Expenses:** The City Administrator will be reimbursed for travel costs associated with City business at the IRS mileage rate.
9. **Phone:** Either an allowance or a Smart Phone will be provided.
10. **Dues, Subscriptions, and Continuing Education:** The City shall budget and provide for the professional dues and subscriptions for the City Administrator which are deemed reasonable and necessary for the City Administrator's participation in national, regional, state and local associations necessary and desirable for the City Administrator's continued professional participation, growth and advancement. This shall include but not be limited to the International City/County Management Association (ICMA) Iowa City/County Management (IaCMA) and Iowa League of Cities. All activities included in this section shall be budgeted for annually and are subject to Council approval.

11. **Professional Development:** The City shall budget and pay up to the amount budgeted, necessary and reasonable for registration, travel and subsistence expenses of the City Administrator for professional and official travel, meetings and occasions adequate to continue the professional development of the City Administrator to adequately pursue necessary official and other committees thereof which the City Administrator serves as a member. The City Administrator shall use good judgment in his outside activities so he will not neglect his primary duties to the City. Professional development events include the ICMA and IaCMA Conferences, and Iowa League of Cities events.
12. **Moving and Relocation Expenses:** The City shall pay up to \$8,000 or actual costs (whichever is cheaper) for moving the City Administrator's household goods, one vehicle and travel for the City Administrator and his family from his current home to within the city limits of Ottumwa. The Administrator shall provide receipts for all moving related expenses to the City before reimbursement of costs.
13. **Outside Activities:** The employment provided for by this Agreement shall be the City Administrator's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the City Administrator may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or be a conflict of interest with his responsibilities under this Agreement. Any such activities shall be pre-approved by the council.
14. **Compliance with Laws and Regulations:** In providing services hereunder, the City Administrator shall abide by all statutes, ordinances, rules and regulations, including all non-discrimination laws, pertaining to the provisions of services to be provided. Any violation shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement notwithstanding other termination provisions contained herein.
15. **Indemnification:** The City shall defend and indemnify the City Administrator pursuant to Iowa Statutes Sections. In addition, the City shall defend, hold harmless, and indemnify the City Administrator from all alleged violations of torts, statutes, laws, rules, and ordinances, provided the City Administrator was acting in the performance of the duties of the position. The City will compromise and settle any such claims or suit and pay the amount of any settlement of judgment thereon.
16. **Bonding:** The City shall bear the full cost of any fidelity or other bonds required of the City Administrator under law or ordinance.
17. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any oral or written agreements between the parties. This Agreement may only be modified by written agreement signed by both parties.
18. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the State of Iowa.
19. **Severability.** The parties covenant and agree that the provisions herein are reasonable and not known to be in violation of any federal, state, or local law or regulation. In the event that a court of competent jurisdiction finds any provision contained herein to be illegal or

unenforceable, such court may modify that provision to make it valid and enforceable. The declaration of a provision as unenforceable shall not invalidate any other provision of this Agreement.

This Agreement is now being executed by the parties as of the date stated at the beginning of this Agreement.

City of Ottumwa, Iowa

By Tom L. Fazio Mayor

By Andrew Morris
Andrew Morris

ATTEST: Amanda Vallet
City Clerk

RELEASE AND SEVERANCE AGREEMENT

THIS RELEASE AND SEVERANCE AGREEMENT is entered into and executed by and between Andy Morris (“Morris”) and City of Ottumwa, Iowa (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, Morris was employed by the City of Ottumwa as its City Administrator from November 2, 2015, to August 23, 2019;

WHEREAS, Morris submitted his resignation from employment on August 22, 2019;

WHEREAS, the City Council of the City of Ottumwa accepted the resignation on August 23, 2019; and

WHEREAS, Morris is entitled to certain severance benefits as a result of an Employee Agreement with the City of Ottumwa dated October 6, 2015.

NOW, THEREFORE, in consideration of the promises and of the release contained herein and in consideration of the payment by City to Morris, the parties agree as follows:

1. EMPLOYMENT RELATIONSHIP TERMINATED; DUTY OF COOPERATION. Morris agrees and recognizes that he resigned from any employment responsibilities effective August 23, 2019.

Morris agrees to assist the City, as reasonably requested by the City, to facilitate a smooth transition of your job responsibilities to your successor. In addition, upon the receipt of reasonable notice from the City, following the separation date, Morris agrees to respond and provide information with regard to matters in which Morris has knowledge, and will provide reasonable assistance to the City and its representatives in defense of all claims that may be made against the City and will assist the City in the prosecution of all claims that may be made by the City to the extent that such claims may relate to the period of his employment with the City. Morris agrees to promptly inform the City if he becomes aware of any lawsuit involving such claims that may be filed or threatened against the City. Morris also agrees to promptly inform the City (to the extent that he is legally permitted to do so) if he is asked to assist in any investigation of the City (or its actions), regardless of whether a lawsuit or other proceeding has then been filed against

the City with respect to such investigation, and shall not so assist unless legally required. Upon presentation of appropriate documentation, the City will pay or reimburse Morris for all reasonable out-of-pocket travel, duplicating or telephonic expenses incurred by him in complying with this paragraph.

2. RETURN OF CITY PROPERTY AND CONFIDENTIAL INFORMATION. Morris confirms that he has returned all property and confidential information of City that was in his possession, custody or control and confirms that he is not aware of any other property or confidential information of City that he may have. If any further property or confidential information is located that belongs to City, Morris agrees to return it to City within 5 business days of finding it.

3. SEVERANCE PAYMENT. Morris acknowledges he has received all wages and benefits that are due him as an employee of City as of the date this Agreement is signed. City agrees to pay Morris his regular salary through February 21, 2020. Payments will be made biweekly with deductions for federal and state income tax, employee FICA and Medicare contributions and all deductions authorized by Morris. The payments from the date of resignation through the payroll ending November 9, 2019, will be in the gross amount of \$5,574.40. The payments for payroll periods from November 10, 2019, to February 22, 2020, will be adjusted by a two percent (2%) cost of living increase to the gross amount of \$5,685.89.¹ On the last paycheck, Morris will be paid out for 5.5 hours of accrued incentive time and 55.72 hours of accrued vacation. The City will not be allowed by IPERS to make its regular retirement contributions on the biweekly checks after September 6, 2019. No retirement contribution will be made on the lump sum payment of vacation or accrued sick leave.

City will continue to provide health insurance coverage to Morris through February 29, 2020. Morris may be eligible for health insurance continuation coverage beginning March 1, 2020. Morris is responsible to take all actions necessary to exercise the health insurance continuation election and to make any required payments under the health insurance continuation election. City will terminate Morris's participation in all other benefits effective February 22, 2020.

¹ The final paycheck will be for one week and it will be issued on 3/6/2020.

Morris understands that the consideration described in this Paragraph is all he will receive and no promise for any other or further consideration has been made by anyone.

City will report and provide information regarding any payments made to Morris to Iowa Workforce Development in the event a claim for unemployment compensation benefits is made.

4. **RELEASE.** Morris, on behalf of himself, his heirs, executors, attorneys, administrators, successors and assigns, hereby releases, acquits and forever discharges City and its Council members, elected officials, appointed officials, agents, employees, representatives and attorneys, separately and collectively, (hereafter "Releasees") from any and all liability whatsoever, including all claims, demands and causes of action of every nature affecting him which he may have or ever claim to have by reason of his employment with City up to the date of execution of this Agreement, including, without limitation, any claims, demands or causes of action arising under the Iowa Civil Rights Act, Iowa Code chapter 216 (including claims, if any, for harassment, discrimination or retaliation); Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq.; the Civil Rights Act of 1871, 42 U.S.C. § 1983; the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; the Labor-Management Relations Act, 29 U.S.C. § 141 et seq.; the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq.; federal or state law or constitution; federal or state common law or equity, including, but not limited to, any claims for wrongful discharge, public policy tort, breach of contract or personnel policies, intentional infliction of emotional distress, invasion of privacy, or defamation; or violation of any federal, state or local administrative regulations or other federal, state and local statutory provisions.

5. **AGE WAIVER.** Morris represents that:
 - a. He has been given at least twenty-one (21) days from the date of delivery to him to consider the offer embodied in this Release prior to its execution and is under no compulsion from the City of Ottumwa to execute this document within a lesser time period and has taken such time as he feels appropriate to consider this document.
 - b. He has been advised by the City of Ottumwa to consult with a lawyer of his choice prior to the execution of this Release.

- c. The consideration called for by this Release arises solely as a result of this Release and he is not now or will not in the future be otherwise entitled to the same pursuant to any prior contract, promise or representation.
- d. He understands that notwithstanding any provisions of this Release to the contrary, the Release herein does not apply to any alleged violation of the Age Discrimination in Employment Act which occurs after this Release has become final.
- e. This Release is written in such a manner that Morris understands its provisions.
- f. He has been advised that he has a period of seven (7) calendar days following the date of his original execution of this Release to revoke the Release.

The parties hereto agree and understand that any consideration payable under the provisions of this Release shall not become due or fully enforceable until eight (8) calendar days after the execution of this Release.

6. RELEASE OF ADMINISTRATIVE REMEDIES. Morris confirms that he has not filed a complaint with the Iowa Civil Rights Commission or the Equal Employment Opportunity Commission or any other federal, state or local court or agency regarding his employment with City or any matters that could be asserted against any of the Releasees up to the date of signing of this Agreement. Morris waives and releases any right to receive any individual remedies or to recover any individual damages, fees, costs or disbursements as a result of any federal, state or local administrative charge or complaint against City or any Releasee for any claim of any kind he may have against them arising from or related to any matter, fact or thing occurring prior to the date of this Release and Severance Agreement.

7. EXTINGUISHMENT OF ALL EMPLOYMENT CLAIMS. Morris expressly acknowledges that, as specifically stated herein, this Release is intended to include in its effect all claims which have arisen and about which Morris knows, should have known, had reason to know or suspects to exist in his favor at the time he signs this Release and that this Release contemplates the extinguishment of any such claim or

claims. Morris understands the acceptance of the benefits described in Paragraph 3 is a full accord, satisfaction and discharge of any claims relating to his employment or termination of employment relationship with the Releasees.

8. NO ADMISSION OF LIABILITY. This Release and Severance Agreement is not and shall not in any way be construed as an admission by City or any of its Council members, elected officials, appointed officials, agents, employees or representatives of any acts of harassment, discrimination, retaliation or defamation whatsoever against Morris or that any of the Releasees violated any federal, state or local law, committed any tortious conduct or violated any contract during Morris's employment with City up to the date of signing this Agreement.

9. ATTORNEYS' FEES ON ENFORCEMENT. In the event that it shall be necessary for any party to institute legal action to enforce any of the terms, conditions or provisions contained herein or for a breach thereof, the prevailing party in such action shall be entitled to costs and reasonable attorneys' fees.

10. VOLUNTARY ACT. Morris is executing this Release solely in reliance on his own knowledge, belief and judgment and after the opportunity to consult with a lawyer of his choice and not upon any representations by the Releasees or anyone on their behalf. He has read the Release and understands its terms and freely and voluntarily signs the same.

11. EFFECTIVE DATE. This Release shall become effective as of the date it is signed by all parties.

12. IOWA LAW GOVERNS AND SEVERABILITY OF REMAINING PARTS. This Release sets forth the entire agreement of the parties and its interpretation and construction shall be governed by the laws of the state of Iowa. The parties hereto further agree that if, for any reason, any provision hereof is void or unenforceable, the remaining provisions of this Release shall nonetheless remain binding and in effect.

CAUTION: THIS IS A RELEASE. READ CAREFULLY BEFORE SIGNING!

THIS RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. THE PEOPLE SIGNING ACKNOWLEDGE THAT THEY HAVE

READ THE FOREGOING DOCUMENT AND UNDERSTAND ITS TERMS AND FREELY AND VOLUNTARILY SIGN THE SAME.

Date

Andy Morris

CITY OF OTTUMWA, IOWA

Date

By: _____
Tom Lazio, Its Mayor