

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 23
Council Chambers, City Hall

July 21, 2020
5:30 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through July 25, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on July 25, 2020: mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following requirements: social distancing: the gathering organizer must ensure at least six feet of physical distance between each group or individual attending alone and implement reasonable measures under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Special Meeting No. 21 on June 30, 2020, Regular Meeting No. 22 on July 7, 2020 and Trash and Recycling Collection Pre-Proposal Meeting on July 9, 2020 as presented.
2. Approve the promotion of Thomas Millikin to DATACOM Supervisor in the Police Department effective August 1, 2020.
3. Approve the promotion of First Class Firefighter Derek Fye to the position of Master Firefighter effective July 23, 2020.
4. Approve the bid from Greiner Implement for \$14,000 for a new mower for the Parks Department.
5. Approve a one-year lease agreement with A&A Wood Products, LLC for the rental of a city-owned lot adjacent to Building No. 81, located at 14150 Terminal Ave., at the Ottumwa Regional Airport.
6. Approve the purchase of three (3) 2021 Ford Utility Police Interceptor vehicles from Stivers Ford of Waukeg, IA in the amount of \$105,000 and the purchase and installation of the police equipment necessary for basic police functions in the amount of \$39,300.
7. Approve a Memorandum of Understanding between the City of Ottumwa and Wapello County for the 2020 JAG Grant.
8. Authorizing reimbursement of expenses in the amount of \$25,000 incurred by the City as qualified urban renewal expenditures eligible for reimbursement from the West Gate TIF as per Iowa Code Section 403.19, in support for the Main Street Program.
9. Authorizing reimbursement of expenses in the amount of \$39,138 incurred by the City as qualified urban renewal expenditures eligible for reimbursement from the West Gate TIF as per Iowa Code Section 403.19, in support for the Downtown Maintenance Program.
10. Beer and/or liquor applications for: Courtside Bar & Grill, 2511 N. Court; Smokin' Joe's Tobacco and Liquor Outlet #5, 1115 Albia Rd.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Personnel Policy addition for rehiring/reinstating of former employees.
2. Request for Proposals for Attorney Services
3. Introduction to Priority Based Budgeting.

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. Evaluation criteria and point system for the City's noncommercial refuse, recyclables, bulky items and yard waste collection Request for Proposals.

RECOMMENDATION: Approve the evaluation criteria as presented.

2. Bid review and contract award for the asbestos removal and demolition of 811 W. Second Street.

RECOMMENDATION: Accept bid and award contract for asbestos removal and demolition at 811 W. Second Street to Dan Laursen, of Ottumwa, Iowa, for the sum of \$13,890 .

3. Enter into a contract with Mark J. Becker & Associates, LLC to serve as an Independent Employee Benefits Consultant on behalf of the City of Ottumwa.

RECOMMENDATION: Approve the business associate agreement between the City of Ottumwa and Mark J. Becker & Associates, LLC to authorize Becker to serve on behalf of and as the plan sponsor for the City of Ottumwa Health and Welfare Benefit Plan(s).

4. Contracting with Resource X to institute Priority Based Budgeting.

RECOMMENDATION: Authorize City Administrator to move forward with Resource X for the implementation of the Priority Based Budgeting tool and ongoing support.

G. PUBLIC HEARING:

H. RESOLUTIONS:

1. Resolution No. 159-2020, recommendation to transfer \$21,118.59 to the BridgeView Center for delinquent payables due to lost revenue related to COVID-19 for the outstanding payables listing from 5/29/2020-6/30/2020.

RECOMMENDATION: Pass and adopt Resolution No. 159-2020.

2. Resolution No. 160-2020, approving and authorizing Amendment to Loan and Disbursement Agreement by and between the City of Ottumwa and the Iowa Finance Authority, and authorizing and providing for the reissuance of the Sewer Revenue Capital Loan Note, Series 2010 (Rate Reset).

RECOMMENDATION: Pass and adopt Resolution No. 160-2020.

3. Resolution No. 161-2020, authorizing the transfer of \$22,548.69 from the Wildwood Highway 34 Urban Renewal Area Fund to General Fund for partial repayment of monies advanced.

RECOMMENDATION: Pass and adopt Resolution No. 161-2020.

4. Resolution No. 162-2020, fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, Iowa, for a total amount of \$1,444.

RECOMMENDATION: Pass and adopt Resolution No. 162-2020.

5. Resolution No. 163-2020, adopting the City of Ottumwa Policy to be in full compliance with Title VI of the Civil Rights Act of 1964, related statues and regulations concerning discrimination and to designate a Title VI Coordinator, and rescinding Resolution No. 124-2020 which listed former City Attorney/HR Manager as the Title VI Coordinator.

RECOMMENDATION: Pass and adopt Resolution No. 163-2020.

6. Resolution No. 164-2020, approving Addendum No. 1 to the Noncommercial trash, recyclables, bulky items and yard waste Request for Proposal and Contract within the City of Ottumwa, Iowa beginning July 4, 2021.

RECOMMENDATION: Pass and adopt Resolution No. 164-2020.

7. Resolution No. 165-2020, award the contract for the WPCF Rebid Final Clarifier Select Repainting Project to Willco, Inc. of Omaha, Nebraska, in the amount of \$49,100 for the base bid.

RECOMMENDATION: Pass and adopt Resolution No. 165-2020.

8. Resolution No. 166-2020, approving Change Order No. 6, in the amount of \$62,995.96 for the Main Street (Downtown Streetscape) Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 166-2020.

9. Resolution No. 167-2020, approving the renewal of a funding agreement between the City of Ottumwa and the Greater Ottumwa Convention and Visitors Bureau, Inc. (CVB).

RECOMMENDATION: Pass and adopt Resolution No. 167-2020.

10. Resolution No. 169-2020, approving and electric and telecommunications line easement to Interstate Power and Light Company for the property located at Lot 57 in Highland Park.

RECOMMENDATION: Pass and adopt Resolution No. 169-2020.

11. Resolution No. 170-2020, approving Change Order No. 1 in the amount of \$13,001.05 for the Milner Street Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 170-2020.

I. ORDINANCES:

J. PUBLIC FORUM:

The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting time, as determined by the Mayor, will be ruled out of order. When called upon by the Mayor,

step to the microphone; give your name, address and topic on which to address the Council. The Council is not likely to take any action on your comments due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department, city administrator or legal counsel for response, if relevant.

K. PETITIONS AND COMMUNICATIONS

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 7/17/2020 TIME: 10:00 AM NO. OF PAGES 5
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #23 to be held on
7/21/2020

*** FAX MULTI TX REPORT ***

JOB NO. 2213
DEPT. ID 4717
PGS. 5
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
ERROR 916416828482

Ottumwa Courier
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Tom FM



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OTTUMWA

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*** TX REPORT ***

JOB NO. 2213
DEPT. ID 4717
ST. TIME 07/17 09:56
SHEETS 5
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TRANSACTION OK 96847834
916606271885
ERROR 916416828482

Ottumwa Courier
KTVO
Tom FM



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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 #23 to be held on
7/21/2020

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

SPECIAL MEETING NO. 21
Council Chambers, City Hall

June 30, 2020
5:30 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tues, March 17, 2020, which has been extended through July 25, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on July 25, 2020: mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following reqs: social distancing: the gathering organizer must ensure at least six feet of physical distance between each group or individual attending alone and implement reasonable measures under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public hlth. measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

The meeting convened at 5:31 P.M.

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

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

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

Meyers moved, seconded by Roe that Res. No. 154-2020, approving payment to Drish Construction in the amount of \$20,463.75 for the completion of an emergency sewer repair completed on May 21, 2020 at the intersection of Albany and N. Fifth St., be passed and adopted. PW Dir. Seals reported a collapsed sewer was discovered on a cross county sewer line near the intersection of Albany and N. Fifth St. and it was determined that an immediate repair of the sewer was necessary. All ayes.

Roe moved, seconded by Meyers that Res. No. 155-2020, approving the Separation and General Release Agt. between the City of Ottumwa and Joni Keith, be passed and adopted. City Admin. Rath reported the main thing was dividing out HR and Attorney services effective July 1, 2020. Councilman Roe stated this has been a topic for a few yrs.; mayor had brought this up about a yr. and a half ago and also discussed in sessions with previous City Admin over two yrs. ago. Councilman Dalbey stated he doesn't like that we are not following Policy No. 25-1993 as it pertains to employees hired after Feb. 22, 1993 not being entitled to any insurance benefits upon retirement except those required by State or Federal Law. Said employees may remain in the city health insurance group plan until they are eligible for Medicare, but shall be responsible for the entire premium. And, what about the other positions that were eliminated? We didn't offer separation agts. to any of them. Vote taken: Ayes: Roe, Meyers, Berg. Nays: Dalbey. Motion passed.

Roe moved, seconded by Berg to approve the following Cigarette Permit Applications for: MAD Ave. Quik Shop (405 S. Madison Ave.), Murphy USA #6945 (1939 Venture Drive), Stop & Go Drive-Thru (516 S. Madison Ave.). All ayes.


Meyers moved, seconded by Roe to approve the following Beer and/or liquor applications for: Hy-Vee Ottumwa Area Chamber of Commerce, temp. outdoor service area at Jimmy Jones Shelter 7/3-7/4/20. All ayes.

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

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


Adjournment was at 5:48 P.M.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 22
Council Chambers, City Hall

July 7, 2020
5:30 O'Clock P.M.

In order to protect the hlth and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tues, March 17, 2020, which has been extended through July 25, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on July 25, 2020: mass gatherings or events of more than 10 ppl. in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following reqs: social distancing: the gathering organizer must ensure at least six ft of physical distance between each group or individual attending alone and implement reasonable meas. under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public health meas. to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

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

Meyers moved, seconded by Berg to approve the following consent agenda items Mins. from Regular Mtg No. 20 on June 16, 2020 and the Comprehensive Plan Open House held on June 25, 2020 as presented; Civil Service Commission Elig. list of June 24, 2020: DATACOM Supvr. Promo; Authorize Mayor to sign Water Main Warranty for the E. Main Reconstruction Project; Assignment of HR responsibilities to internal staff members with appropriate compensation adj. based on duties assigned; Beer and/or liquor applications for: none. All ayes.

Roe moved, seconded by Meyers to Table Item H-3, Res. No. 159-2020, recommendation to transfer \$21,118.59 to the BridgeView Center for delinq. payables due to lost revenue related to COVID-19 for the outstanding payables listing from 5/29/2020-6/30/2020, and approve the Agenda as amended. All ayes.

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

Roe moved, seconded by Meyers to authorize the Mayor to sign the Agt. and Consent to Lien for water costs for one property (105 E. Main) in the 100 block of E. Main St. in connection with the Ottumwa Main Street Project (Downtown Streetscape). All ayes.

Meyers moved, seconded by Dalbey to award the contract for the 2020 RFP, Elm Street Pad Extension, to Christy Construction of Ottumwa, IA, in the amount of \$20,941.48 and authorize the Mayor to sign the Contract. PW Dir. Seals reported three bids were received. All ayes.

Dalbey moved, seconded by Roe to accept the bid and award the contract for asbestos removal at 315 N. Jefferson St. to Dustan Smith of Environmental Edge of Ottumwa, IA, for the best bid sum of \$990. Planner Simonson reported three bids were received. All ayes.

Roe moved, seconded by Berg to accept the bid and award the contract for demolition of 315 N. Jefferson St. to Tim Skinner Trucking & Excavating, of Ottumwa, IA, for the best bid sum of \$16,985. Planner Simonson reported three bids were received. All ayes.

Dalbey moved, seconded by Berg to accept the bid and award the contract for asbestos removal at 226 S. Ward St. to Dustan Smith of Environmental Edge of Ottumwa, IA, for the best bid sum of \$1,350. Planner Simonson reported two bids were received. All ayes.

Meyers moved, seconded by Dalbey to accept the bid and award the contract for demolition of 226 S. Ward St. to Tim Skinner Trucking & Excavating, of Ottumwa, IA, for the best bid sum of \$6,950. Planner Simonson reported three bids were received. All ayes.

This was the time, place and date set for a public hearing on the sale of City owned property located at 529 Appanoose in the City of Ottumwa, Wapello County, IA. Planner Simonson reported five bids were received. No objections were received. Roe moved, seconded by Dalbey to close the public hearing. All ayes.

Roe moved, seconded by Dalbey that Res. No. 136-2020, accepting the bid and approving the sale of City owned property located at 529 Appanoose to Rick Wilson for the sum of \$8,000, 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 est. cost for the Apron Improvements Project at the Ottumwa Reg. Airport. Airport Supv. Cobler reported consultants Kirkham Michael drafted plans and specifications for this project. Est. cost \$350,000. The airport rec'd a grant from IDOT for 85% of the project (\$297,500). No objections were received. Dalbey moved, seconded by Roe to close the public hearing. All ayes.

Meyers moved, seconded by Berg that Res. No. 153-2020, approving the plans, specifications, form of contract and est. cost for the Apron Improvements Project at the Ottumwa Reg. Airport, 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 est. cost for the North Court and Fox Sauk Intersection Project. PW Dir. Seals reported this will enlarge the intersection radius, add a paved shoulder and panel replacement. The improvements will allow the intersection to better accommodate semi traffic turning movements. Funding will be from a USDA Rural Business Development Grant in the amount of \$142,347. Est. cost \$138,007. No objections were received. Meyers moved, seconded by Berg to close the public hearing. All ayes.

Roe moved, seconded by Berg that Res. No. 157-2020, approving the plans, specifications, form of contract and est. cost for the North Court and Fox Sauk Intersection Project, be passed and adopted. All ayes.

Roe moved, seconded by Dalbey that Res. No. 156-2020, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for Ph 4 - Beach Reno; Slide & Feature Maint/Restoration Project, be passed and adopted. This change order increases the contract by \$4,607. New contract sum \$71,107. Councilman Roe asked how much work is left for completion of Ph. 4. Parks & Rec Dir. Rathje reported that all wrk has been completed for Ph. 4. He is currently working with Engineer Dohlman and Fin. Dir. Mulder on a preventative maintenance schedule in conjunction with budgetary reserves for the Beach facility so we are not fixing everything at the same time. All ayes.

Dalbey moved, seconded by Meyers that Res. No. 158-2020, authorize upgrading and entering into an Agt. with Kronos to include the HCM Suite, be passed and adopted. Fin. Dir. Mulder reported we already have new time clocks and Saas Services for timekeeping; Kronos has agreed to a \$17,000 credit and a reduced setup fee. We will be going to a cloud based software with automatic upgrade of software without any new costs. As part of the Human Capital Mgt. (HCM) Suite; Benefits Admin., Talent Acquisition & Mgt., Onboarding, HR and Payroll will be included. Software and implementation will be paid from the 21/22 CIP bond proceeds for the next two fiscal years. Monthly Saas Services will be \$4,305 and a one-time setup fee of \$6,250. We anticipate 90-120 days to implement with the first payroll

in November being live from start to finish; this will streamline AP/Payroll Process with anticipated reduction in work flows for some staff; staff will have single sign-on to log into the system to view paystubs; we already have parts of this system implemented; we currently pay between \$20-30,000 annually for Kronos services, we will see a slight increase (about \$50,000 annually) for the first couple of yrs. All ayes.

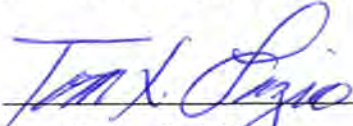
*Tabled Res. No. 159-2020, recommendation to transfer \$21,118.59 to the BridgeView Center for delinquent payables due to lost revenue related to COVID-19 for the outstanding payables listing from 5/29/2020-6/30/2020.

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

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

Adjournment was at 6:07 P.M.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

Pre-Proposal Meeting
City Council Chambers

July 9, 2020
5:30 O'Clock P.M.

A Quorum was not present during the event.
The following Council Members were present: Meyers and Mayor Lazio.
Council Members Roe, Stevens, Berg and Dalbey were absent.


No legislative action occurred during this event.

Also present were City Admin. Rath, Dir. of Hlth. Insp. & Solid Waste & Planning Flanagan, City Planner Simonson, Recycling Coordinator Bain, Gatekeeper Roberts, Contracted Employee Gates.

Also present were the following interested bidders for the Noncommercial refuse, recyclables, bulky items and yard waste collection of dwellings with up to four units in the City of Ottumwa, Iowa: D. Schaab (Waste Management); Jason Blunt (Bridge City Sanitation); Keith Lewis (Bridge City Sanitation); Tony Colosimo (Sparta Waste Services); Bryan Vandermeter (Midwest Sanitation); Matt Cross (Midwest Sanitation).

The Pre-Proposal meeting ended at 6:45 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

FILED

CITY OF OTTUMWA
Staff Summary

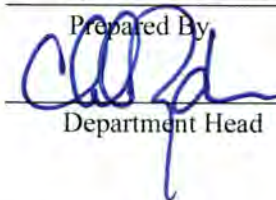
**** ACTION ITEM ****

Council Meeting of: Jul 21, 2020

Police
Department

Mary Lou Donaldson

Prepared By



Department Head



City Administrator Approval

AGENDA TITLE: Approve the Police Department promotion of Thomas Millikin to DataCom Supervisor effective August 1, 2020.

Public hearing required if this box is checked.

The Board of Publication for each Public Hearing meeting website is located at: www.ottumwa.org. If the Board of Publication meets via teleconference, you can see the Board's agenda at: www.ottumwa.org.

RECOMMENDATION: Approve the promotion of Thomas Millikin to DataCom Supervisor effective August 1, 2020.

DISCUSSION: Thomas Millikin was hired by the Ottumwa Police Department as a Communication Specialist in 2017. Thomas has a Bachelor of Science Degree from Peru State College. His promotion is due to the retirement of Brenda Bennett. This position is included in the 2020/2021 budget.

Source of Funds: 001-111-6010

Budgeted Item:

Budget Amendment Needed: No

FILED

Item No. _____

2020 JUL 16 AM 8:01

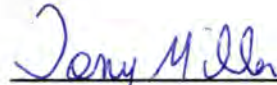
CITY OF OTTUMWA

CITY OF OTTUMWA

STAFF SUMMARY

****ACTION ITEM****

Council Meeting of: July 21, 2020



Prepared By

Fire Department

Department

Tony Miller

Department Head


City Administrator Approval

AGENDA TITLE: The promotion of First Class Firefighter Derek Fye to Master Firefighter effective July 23rd, 2020.

PURPOSE: The purpose is to approve the promotion of First Class Firefighter Derek Fye to the rank of Master Firefighter due to the resignation of Master Firefighter Chris Cale.

RECOMMENDATION: Approve the promotion of Derek Fye to Master Firefighter.

DISCUSS: First Class Firefighter will be promoted to Master Firefighter from the Master Firefighters Civil Service list certified March 4th, 2020.

FILED

2020 JUL 14 PM 12:01

CITY CLERK
OTTUMWA, IA

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 21, 2020

Gene Rathje

Prepared By

Gene Rathje

Department Head

Park & Recreation

Department

City Administrator Approval

AGENDA TITLE: **Bids for Mower for the Parks Department**

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

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

RECOMMENDATION:

Approve the bid from Greiner Implement for \$14,000 for a new mower for the Parks Department.

DISCUSSION:

The City of Ottumwa received 4 bids for a new mower for the Parks department. The low bid was from Greiner Implement of Ottumwa for \$14,000 for a Land Pride RC3715 mower. This mower will be attached to the low profile tractor and will be used for mowing levees and water retention reservoirs. This purchase was approved by the City of Ottumwa fleet committee. There was \$21,500 budgeted for the mower purchase.

Source of Funds: Parks Budget

Budgeted Item:

Budget Amendment Needed: No

**CITY OF OTTUMWA
PARKS DEPARTMENT**

SPECIFICATIONS FOR A THREE-DECK, FOLDING ROTARY MOWER

Minimum specifications for the bid of a Three-Deck, Folding Rotary Mower. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The City reserves the right to reject any or all bids. Purchase of unit is subject to demonstration.

Brand of equipment LANDPRIDE

Model Number RC3715 50-160 HP

Manufacturer Location SALINA, KS

Dealer Bidding GREINER IMP.

Authorized Dealer for product bid: Yes () No () If no, who are you bidding

With: \$ 14000⁰⁰

	CHECK ONE	
	YES	NO
Flex Wing Rotary Cutter	<input checked="" type="checkbox"/>	()
Cutting width - 14' minimum	<input checked="" type="checkbox"/>	()
Cutting height - 3" to 10"	<input checked="" type="checkbox"/>	()
3 mowing decks; 1 center and 2 wings with hydraulic control to raise and lower	<input checked="" type="checkbox"/>	()
Independent Control Valve - 3 function with hoses and ROPS Mounting Bracket (for separate wing and lift control)	<input checked="" type="checkbox"/>	()
Deck Hinges that are greasable	<input checked="" type="checkbox"/>	()

Deck and skirt material thickness minimums;

upper - 11 gauge

lower - 10 gauge

skirt - .25

specify

specify

specify

10 GAUGE
10 GAUGE
1/4"

Horsepower rating for gear boxes, 125 minimum:

160 DIUDER/130 center
+
wings

Commercial Duty, Inward Rotation Gearbox

()

Adjustable, parallel lift hitch

()

Swivel Hitch

()

Suspended tongue

()

6 Pneumatic heavy-duty truck type tires, foam filled, double center tires, single on wings, severe duty ag tires

()

Factory set, self-adjusting, slip clutches, shear bolts on Input shaft

()

Stump jumper pans under blades

()

Shielded driveline, 540 RPM, Category 6

()

Chain type front and rear shielding on mowing decks

()

Replaceable skid shoes on outer wing decks

()

One (1) copy of service, parts, operators, body manuals, books, or CD's

()

1 set of extra blades

()

WARRANTY: (specify) 1 Full Year

5 YEAR LIMITED WARRANTY ON GEARBOXES
CHOICE OF TAN - GREEN - RED - ORANGE

RC3715 - 15' Heavy Duty Smooth Top

RETURN TO INDEX

Cutters

50-160 HP



Working Width: 15'
 Transport Width: 10'3" Normal, 7'3" with Narrow Option
 Overall Width: 15'10"
 Overall Length: 16'3"
 Hitch: Pull Type, Self-Leveling Hitch & Clevis
 Tongue Jack
 Cutting Height: 1 1/2" - 16"
 Cutting Capacity: 3"
 Deck Height: 12"
 Deck Thickness: 10 Gauge
 Side Skirt Thickness: 1/2"

Gearbox Rating*: 160 HP Divider; 130 HP Center & Wings
 Gearbox: 540 or 1000 rpm
 Gearbox Input Shaft: 1 1/2" 20 Spine
 Gearbox Output Shaft: 2"
 Input Driveline: Constant Velocity U-Joint Cat. 6, Splined
 540 or 1000 RPM
 Connecting Driveline: Cat. 4 Slip-Clutch
 Stump-Jumper: 1/2", Round, Dish Shaped
 Blades: 2 per Section, 1/2" x 4" Heat Treated
 Free Swinging Alloy Steel with Uplift
 Blade Bolt: Keyed with Hardened Flatwasher & Lock Nut
 Blade Overlap: 6"
 Blade Speed:
 540 rpm: Center: 15,268 fpm, Wings: 15,000 fpm
 1000 rpm: Center: 15,578 fpm, Wings: 14,620 fpm
 4, 6 or 8 Wheels, with Spring-Cushioned Center Axle
 Wheel Options:
 6" x 21" or 6" x 26" Laminated Tires
 29" x 7.75" x 15" Used Aircraft Tires
 25.5" x 8" x 14" New 20-Ply Pneumatic
 or Foam Filled Tires
 Tapered Roller Bearings & Cast Iron 5-Bolt Hubs
 with 1 1/4" Shaft
 Wing Transport Locks
 Wing Hydraulics: 2 1/2" x 12" Cylinder, Hoses & Fittings
 Height Adjustments: 3" x 8" Cylinder, Hose & Fittings
 Skid Shoes: Wings & Center, Replaceable
 Front and Rear Shielding: Single or Double Chain
 Blade Rotation: L-CW, C-CCW, R-CCW
 Lights Standard

MODEL NUMBER	DESCRIPTION	APPROX. MACHINE WEIGHT	SHIPPING WEIGHT	LIST PRICE
RC3715 -01-32-40-60-65-70	15' ROTARY CUTTER - 540 rpm 4 21" Laminated Tires (01) CV Driveline with Cat 4 Wings (32) Single Chains - Front & Rear (40) Without Deck Rings (60) Single Acting Fold Cylinder (65) Fixed Clevis Hitch (70)	4009#	4009#	\$ 18,477
RC3715 -08-32-40-60-65-75	15' ROTARY CUTTER - 540 rpm 6 29" Used Aircraft Tires (08) CV Driveline with Cat 4 Wings (32) Single Chains - Front & Rear (40) Without Deck Rings (60) Single Acting Fold Cylinder (65) Performance Hitch (75)	4184#	4184#	\$ 19,496
RC3715 -14-32-40-60-65-75	15' ROTARY CUTTER - 540 rpm 6 26" Laminated Tires (14) CV Driveline with Cat 4 Wings (32) Single Chains - Front & Rear (40) Without Deck Rings (60) Single Acting Fold Cylinder (65) Performance Hitch (75)	4272#	4272#	\$ 19,878

*Varies by Tire Option
 *Gearbox HP Rating is based on in field use and performance
 See pg. 38 for optional pricing and color options.
 See pg. 65 for available hitches

WARNING!

Rotary Cutters used in non-agricultural areas must be equipped with front & rear guards. The possibility of thrown objects can be hazardous to persons or property.

CITY OF OTTUMWA
PARKS DEPARTMENT

SPECIFICATIONS FOR A THREE-DECK, FOLDING ROTARY MOWER

Minimum specifications for the bid of a Three-Deck, Folding Rotary Mower. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The City reserves the right to reject any or all bids. Purchase of unit is subject to demonstration.

Brand of equipment Bush Hog

Model Number 2215RR1

Manufacturer Location Selma Alabama

Dealer Bidding Greiner Inc.

Authorized Dealer for product bid: Yes (X) No () If no, who are you bidding

With: \$ 15500.00

	CHECK ONE	
	YES	NO
Flex Wing Rotary Cutter	(X)	()
Cutting width - 14' minimum <u>15'</u>	(X)	()
Cutting height - 3" to 10" <u>2" - 14"</u>	(X)	()
3 mowing decks; 1 center and 2 wings with hydraulic control to raise and lower	(X)	()
Independent Control Valve - 3 function with hoses and <u>ROPS</u> <u>Mounting Bracket</u> (for separate wing and lift control)	()	(X)
Deck Hinges that are greasable <u>you don't need, when you don't grease them it creates more issues</u>	()	(X)

Deck and skirt material thickness minimums:

upper - 11 gauge
 lower - 10 gauge
 skirt - .25

specify
 specify
 specify

10 gauge
1/4 x 1 1/2

Horsepower rating for gear boxes, 125 minimum:

250 Transfer
210 Cutting

Commercial Duty, Inward Rotation Gearbox

()

Adjustable, parallel lift hitch

()

Swivel Hitch

()

Suspended tongue

()

6 Pneumatic heavy-duty truck type tires, foam filled, double center tires,
 single on wings, severe duty ag tires

()

Factory set, self-adjusting, slip clutches, shear bolts on
 Input shaft

()

Stump jumper pans under blades

()

Shielded driveline, 540 RPM, Category 6

()

Chain type front and rear shielding on mowing decks

()

Replaceable skid shoes on outer wing decks

()

One (1) copy of service, parts, operators, body manuals, books,
 or CD's

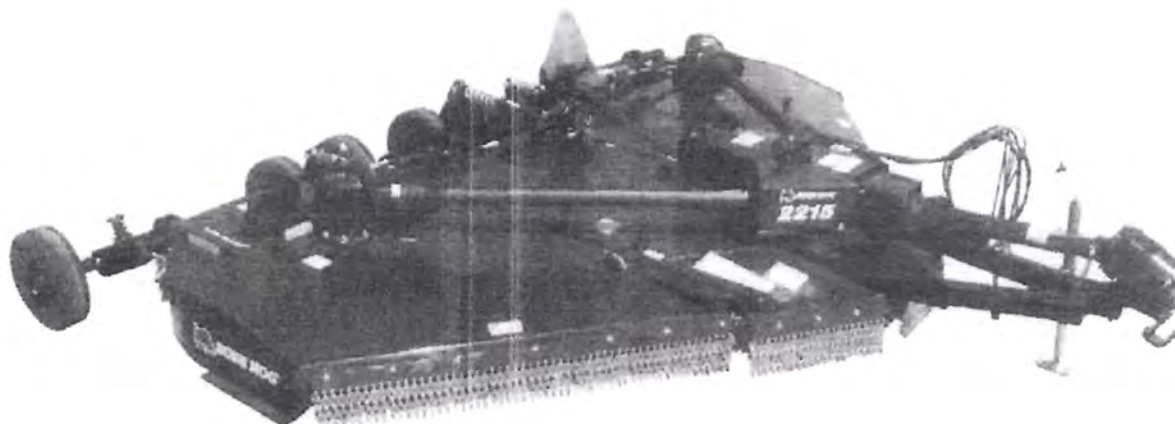
()

1 set of extra blades

()

WARRANTY: (specify) 1 year on machine 10 year on

gearbox; first 6 year parts + Labor Last 4 year parts only.

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2215 SERIES FLEX-WING ROTARY CUTTER

MODEL	2215	MODEL	2215
Transport Height*	7' 3"	Blade Overlap	6"
Transport Width**	8' 2"	Blade Tip Speed	16,286 fpm (540 rpm); 16,000 fpm (1000 rpm)
Cutting Width	15'	Wing Flex	87° Up - 22° Down
Axle Suspension	Cushioned Springs at Each Wheel	Center Hydraulic Lift	Standard
Cutting Height	2" - 14"	Wing Hydraulic Lift	Standard
Cutting Capacity	3½" Diameter	Axle Tube Pivots	Greaseable Bushings
Hitch Type	See Hitch Selection	Axle Arm Pivots	Greaseable
Approx. Tongue Weight	1,800 lb.	Wing Adjustment	Greaseable Turnbuckles
Deck Thickness	10 Gauge	Wheels	See Wheel Selection
Side Bands	1/4" x 13½"	Minimum Tractor PTO HP	60
Gearbox Rating (HP)	250 hp ¹ Transfer Gearbox, 210 hp ¹ Cutting Gearboxes	Grass Baffles	Optional
Driveline	Main: See Driveline Selection Wings: ASAE Category 4	Jack Stand	Standard
Driveline Protection	(3) Multi-Plate Slip Clutch	Safety Tow Chain	Standard
Blade Holder	Round	Safety Deflectors	See Enclosure Selection
Blades	1/2" x 4" Parallel Uplift		

10-Year Gearbox Limited Warranty and 1-Year Machine Limited Warranty

*Measured at maximum transport height.

**Measured at outside of wing skids.

¹Gearbox rating based on field performance.

WARNING:

A deflector kit or chain shielding must be used for all non-agricultural purposes or in areas where thrown objects could be hazardous to people, animals, or property.

HOW TO ORDER:

To receive a complete cutter, you must order a basic unit and then select one item from each of Groups 2 - 6 in the ordering section. Additional equipment may be added to your order by making your selection from the options list.

Freight NOT included in list price



RETURN TO INDEX

2215 SERIES FLEX-WING ROTARY CUTTER

BASE UNIT SELECTION

Model Number	Description	Approx. Wt.	List Price (\$US)
2215R1	2215 Flex-Wing Series Rotary Cutter, Round Blade Holder, 540 PTO, No Deck Rings	3,565 lb.	\$16,328
2215RR1	2215 Flex-Wing Series Rotary Cutter, Round Blade Holder, 540 PTO, With Deck Rings	3,774 lb.	\$16,867
12215R1	2215 Flex-Wing Series Rotary Cutter, Round Blade Holder, 1,000 PTO, No Deck Rings	3,565 lb.	\$16,328
12215RR1	2215 Flex-Wing Series Rotary Cutter, Round Blade Holder, 1,000 PTO, With Deck Rings	3,774 lb.	\$16,867

Model Includes Perma-Level Hitch and Tow Chain. Assembly Included in List Price.

GROUP 2 DRIVELINE SELECTION

50069764	CV Driveline, 540 PTO, 1-3/8-6, ASAE Category 6	90 lb.	\$1,269
50069765	CV Driveline, 1,000 PTO, 1-3/8-21, ASAE Category 5	90 lb.	\$1,313
50074699	CV Driveline, 1,000 PTO, 1-3/4-20, ASAE Category 6	90 lb.	\$1,313

GROUP 3 CENTER AXLE SELECTION

50070267	Dual Axle Arms (4 Tires)	126 lb.	\$1,316
50076588	Tandem Walking Axle Arms (4 Tires)	209 lb.	\$1,848

GROUP 4 WING AXLE SELECTION

50068188	Single Axle Arms (2 Tires)	98 lb.	\$1,021
50070267	Dual Axle Arms (4 Tires)	126 lb.	\$1,316
50076588	Tandem Walking Axle Arms (4 Tires)	209 lb.	\$1,848

GROUP 5 WHEEL SELECTION

294	21" Laminated Tire	6 Tires	72 lb.	each \$218
		6 Tires	432 lb.	\$1,308
		8 Tires	576 lb.	\$1,744
50075401	25" Laminated Tire	6 Tires	85 lb.	each \$295
		6 Tires	510 lb.	\$1,770
		8 Tires	680 lb.	\$2,360
50050727	Used Aircraft Tire, 29x9x15	6 Tires	75 lb.	each \$274
		6 Tires	450 lb.	\$1,644
		8 Tires	600 lb.	\$2,192
50072403	Used Aircraft Tire, 27.75x8.75-24PR	6 Tires	80 lb.	each \$299
		6 Tires	480 lb.	\$1,794
		8 Tires	640 lb.	\$2,392
50077775	Foam Filled Tire 25 x 7-18	6 Tires	75 lb.	each \$383
		6 Tires	450 lb.	\$2,298
		8 Tires	600 lb.	\$3,064
50068834	Foam Filled Aircraft Tire, 26x6.6x14	6 Tires	90 lb.	each \$455
		6 Tires	540 lb.	\$2,730
		8 Tires	720 lb.	\$3,640

GROUP 6 ENCLOSURE SELECTION

50076835	Single Row Chains, Front and Rear	273 lb.	\$1,224
50076836	Double Row Chains, Front and Rear	439 lb.	\$1,531

OPTIONS

50076825	Grass and Crop Baffles	76 lb.	\$425
50077430	EZ-Mount Driveline Holder (Please Contact Service Parts to Place Order)	8 lb.	\$103
50073131	Field Conversion Kit, Wing Single Axle to Dual Axle. Order (1) Kit Per Wing + Tires of Choice.	Order Through Service Parts	
2215 Spec	Special Paint Colors	Call for Quote	

NOTE: Safety shieldings are non-returnable items for all models.

CITY OF OTTUMWA
PARKS DEPARTMENT

SPECIFICATIONS FOR A THREE-DECK, FOLDING ROTARY MOWER

Minimum specifications for the bid of a Three-Deck, Folding Rotary Mower. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The City reserves the right to reject any or all bids. Purchase of unit is subject to demonstration.

Brand of equipment Bush Hog

Model Number 2815RR4

Manufacturer Location Selma Alabama

Dealer Bidding Greiner Imp

Authorized Dealer for product bid: Yes (X) No () If no, who are you bidding

With: \$ 16500.00

	CHECK ONE	
	YES	NO
Flex Wing Rotary Cutter	(X)	()
Cutting width – 14' minimum <u>15'</u>	(X)	()
Cutting height – 3" to 10" <u>2" - 14"</u>	(X)	()
3 mowing decks; 1 center and 2 wings with hydraulic control to raise and lower	(X)	()
Independent Control Valve – 3 function with hoses and <u>ROPS</u>	()	(X)
<u>Mounting Bracket</u> (for separate wing and lift control)	()	(X)
Deck Hinges that are greasable <u>you don't need, when you don't grease them it creates more issues</u>	()	(X)

Deck and skirt material thickness minimums; specify 11 center top 7 footer bottom
 upper - 11 gauge specify 7 gauge wings
 lower - 10 gauge specify 1/4 x 1 1/2
 skirt - .25

Horsepower rating for gear boxes, 125 minimum: 250 Splitter 225 cutting

Commercial Duty, Inward Rotation Gearbox (X) ()

Adjustable, parallel lift hitch (X) ()

Swivel Hitch (X) ()

Suspended tongue () (X)

6 Pneumatic heavy-duty truck type tires, foam filled, double center tires, single on wings, severe duty ag tires (X) ()

Factory set, self-adjusting, slip clutches, shear bolts on Input shaft (X) ()

Stump jumper pans under blades (X) ()

Shielded driveline, 540 RPM, Category 6 (X) ()

Chain type front and rear shielding on mowing decks (X) ()

Replaceable skid shoes on outer wing decks (X) ()

One (1) copy of service, parts, operators, body manuals, books, or CD's (X) ()

1 set of extra blades (X) ()

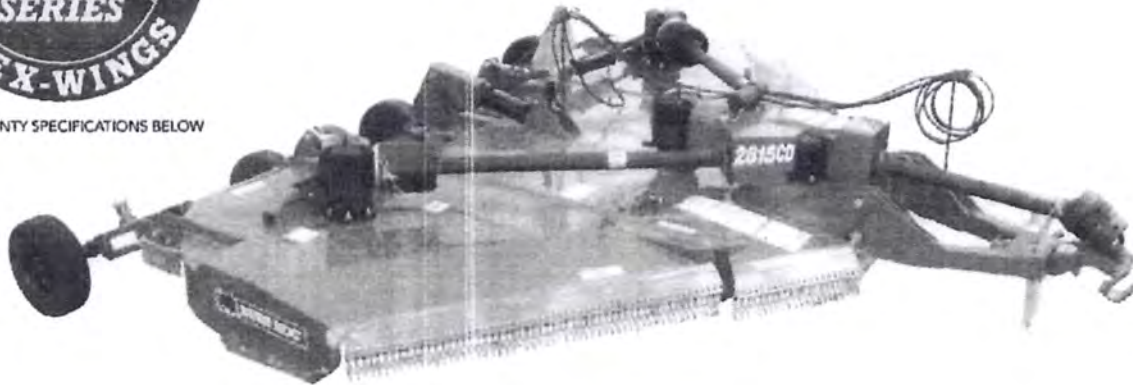
WARRANTY: (specify) 1 year on machine 10 years on gearbox

First 6 years parts + Labor last 4 years parts only.

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SEE WARRANTY SPECIFICATIONS BELOW



2815CD SERIES FLEX-WING ROTARY CUTTER

MODEL	2815CD
Transport Height*	7' 3"
Transport Width**	8' 2"
Cutting Width	15'
Axle Suspension	Cushioned Springs at Each Wheel
Cutting Height	2" - 14"
Cutting Capacity	4" Diameter
Hitch Type	Self-Leveling Perma-Level®
Approx. Tongue Weight	1,900 lb.
Deck Thickness	11 Gauge (Center Top) 7 Gauge (Center Bottom) 7 Gauge (Wings)
Side Bands	1/4" x 13 1/2"
Gearbox Rating (HP)	250 hp ¹ Splitter Gearbox, 225 hp ¹ Cutting Gearboxes
Driveline	Main: See Driveline Selection Wings: ASAE Category 4
Driveline Protection	(3) Multi-Plate Slip Clutch
Blade Holder	Round
Blades	1/2" x 4" Parallel Uplift

MODEL	2815CD
Blade Overlap	6"
Blade Tip Speed	16,286 fpm (540 rpm); 16,391 fpm (1000 rpm)
Wing Flex	87° Up to 22° Down
Center Hydraulic Lift	Standard
Wing Hydraulic Lift	Standard
Axle Tube Pivots	Greaseable Bushings
Axle Arm Pivots	Greaseable
Wing Adjustment	Greaseable Turnbuckles
Wheels	See Wheel Selection
Minimum Tractor PTO HP	60
Grass Baffles	Optional
Jack Stand	Standard
Safety Tow Chain	Standard
Safety Deflectors	See Enclosure Selection

10-Year Gearbox Limited Warranty and 1-Year Machine Limited Warranty

*Measured at maximum transport height.

**Measured at outside of wing skids.

¹Gearbox rating based on field performance.

WARNING: A deflector kit or chain shielding must be used for all non-agricultural purposes or in areas where thrown objects could be hazardous to people, animals, or property.

HOW TO ORDER: To receive a complete cutter, you must order a basic unit and then select one item from each of Groups 2 - 6 in the ordering section. Additional equipment may be added to your order by making your selection from the options list.

Freight NOT included in list price



RETURN TO INDEX

2815CD SERIES FLEX-WING ROTARY CUTTER

BASE UNIT SELECTION

Model Number	Description	Approx. Wt.	List Price (\$US)
2815R4	2815 Flex-Wing Series Rotary Cutter, Round Blade Holder, 540 PTO, No Deck Rings	4,324 lb.	\$20,641
2815RR4	2815 Flex-Wing Series Rotary Cutter, Round Blade Holder, 540 PTO, With Deck Rings	4,533 lb.	\$21,312
12815R4	2815 Flex-Wing Series Rotary Cutter, Round Blade Holder, 1,000 PTO, No Deck Rings	4,324 lb.	\$20,641
12815RR4	2815 Flex-Wing Series Rotary Cutter, Round Blade Holder, 1,000 PTO, With Deck Rings	4,533 lb.	\$21,312

Model Includes Center and Wing Hydraulic Cylinders and Hoses, Perma-Level Hitch, Tow Chain, and Wing Drivelines. Assembly Included in List Price.

GROUP 2 DRIVELINE SELECTION

50069764	CV Driveline, 540 PTO, 1-3/8-6, ASAE Category 6	90 lb.	\$1,269
50069765	CV Driveline, 1,000 PTO, 1-3/8-21, ASAE Category 5	90 lb.	\$1,313
50074699	CV Driveline, 1,000 PTO, 1-3/4-20, ASAE Category 6	90 lb.	\$1,313

GROUP 3 CENTER AXLE SELECTION

50074158	Dual Axle Arms (4 Tires)	126 lb.	\$1,349
50076586	Tandem Walking Axle Arms (4 Tires)	392 lb.	\$2,034

GROUP 4 WING AXLE SELECTION

50068188	Single Axle Arms (2 Tires)	98 lb.	\$1,021
50070267	Dual Axle Arms (4 Tires)	126 lb.	\$1,316
50076588	Tandem Walking Axle Arms (4 Tires)	209 lb.	\$1,848

GROUP 5 WHEEL SELECTION

294	21" Laminated Tire		72 lb.	each \$218
		6 Tires	432 lb.	\$1,308
		8 Tires	576 lb.	\$1,744
50075401	25" Laminated Tire		85 lb.	each \$295
		6 Tires	510 lb.	\$1,770
		8 Tires	680 lb.	\$2,360
50050727	Used Aircraft Tire, 29x9x15		75 lb.	each \$274
		6 Tires	450 lb.	\$1,644
		8 Tires	600 lb.	\$2,192
50072403	Used Aircraft Tire, 27.75x8.75-24PR		80 lb.	each \$299
		6 Tires	480 lb.	\$1,794
		8 Tires	640 lb.	\$2,392
50077775	Foam Filled Tire 25 x 7-18		75 lb.	each \$383
		6 Tires	450 lb.	\$2,298
		8 Tires	600 lb.	\$3,064
50068834	Foam Filled Aircraft Tire, 26x6.6x14		90 lb.	each \$455
		6 Tires	540 lb.	\$2,730
		8 Tires	720 lb.	\$3,640

GROUP 6 ENCLOSURE SELECTION

50069458	Double Row Chains, Front and Rear	477 lb.	\$1,345
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OPTIONS

50069451	Grass and Crop Distribution Baffles	76 lb.	\$411
50077430	EZ-Mount Driveline Holder (Please Contact Service Parts to Place Order)	8 lb.	\$103
50073131	Field Conversion Kit, Wing Single Axle to Dual Axle. Order (1) Kit Per Wing + Tires of Choice.	Order Through Service Parts	
2815 Spec	Special Paint Colors	Call for Quote	

NOTE: Safety shieldings are non-returnable items for all models.

CITY OF OTTUMWA
PARKS DEPARTMENT

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Brand of equipment John Deere

Model Number R15

Manufacturer Location Not certain which plant manufactures these

Dealer Bidding Sinclair Tractor (Ottumwa)

Authorized Dealer for product bid: Yes No () If no, who are you bidding

With: _____

	CHECK ONE	
	YES	NO
John Deere R15 Flex Wing Rotary Cutter or equivalent	<input checked="" type="checkbox"/>	()
Cutting width – 14' minimum	<input checked="" type="checkbox"/>	()
Cutting height – 3" to 10"	<input checked="" type="checkbox"/>	()
3 mowing decks; 1 center and 2 wings with hydraulic control to raise and lower	<input checked="" type="checkbox"/>	()
Independent Control Valve – 3 function with hoses and ROPS Mounting Bracket (for separate wing and lift control)	<input checked="" type="checkbox"/>	()
Deck Hinges that are greasable <i>maintenance free hinges</i>	()	()

Deck and skirt material thickness minimums;

upper - 11 gauge
lower - 10 gauge
skirt - .25

specify
specify
specify

7 gauge
7 gauge
3 gauge

Horsepower rating for gear boxes, 125 minimum:

yes

Commercial Duty, Inward Rotation Gearbox

()

Adjustable, parallel lift hitch

()

Swivel Hitch

()

Suspended tongue

()

6 Pneumatic heavy-duty truck type tires, double center tires,
single on wings, severe duty air filled aviation tires

()

Factory set, self-adjusting, slip clutches, shear bolts on
Input shaft

()

Stump jumper pans under blades

()

Shielded driveline, 540 RPM, Category 6

()

Chain type front and rear shielding on mowing decks

()

Replaceable skid shoes on outer wing decks

()

One (1) copy of service, parts, operators, body manuals, books,
or CD's

()

1 set of extra blades

()

WARRANTY: (specify) (Gear Box 5 years) (mower 1 year limited)

The City will sign for delivery but no acceptance until we have had sufficient time to properly inspect the equipment. Please set up an appointment for delivery.

VARIATIONS: If the equipment offered differs from the provisions contained in this specification, such differences must be explained on a separate sheet attached to the bid and labeled as such. All such bids will receive considerations if such deviations do not depart from the intent of the specifications and are in the best interests to the purchaser. It is not our intent to disqualify any quality equipment if your equipment does not meet these qualifications.



Authorized Signature

7-7-20

Date

Quote Summary

Prepared For:

CITY OF OTTUMWA PUBLIC WORKS, PUBLIC
WORKS DEPT
550 GATEWAY DR
OTTUMWA, IA 52501

Prepared By:

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

Quote Id: 20826882
Created On: 20 November 2019
Last Modified On: 07 July 2020
Expiration Date: 03 April 2020

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE R15 Flex wing Rotary Cutter	\$ 21,800.00 X	1 =	\$ 21,800.00

Equipment Total

\$ 21,800.00

Quote Summary

Equipment Total	\$ 21,800.00
SubTotal	\$ 21,800.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 21,800.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 21,800.00

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 20826882

Customer: CITY OF OTTUMWA PUBLIC WORKS, PUBLIC WORKS DEPT

JOHN DEERE R15 Flex wing Rotary Cutter

Hours:

Stock Number:

Selling Price
\$ 21,800.00

Code	Description	Qty	Unit	Extended
2340P	R15 Flex wing Rotary Cutter	1	\$ 27,205.00	\$ 27,205.00
Standard Options - Per Unit				
0202	United States	1	\$ 0.00	\$ 0.00
2541	Inward Rotation	1	\$ 0.00	\$ 0.00
3025	6 Pneumatic Tires - (Double center, single on wings) - Severe duty ag tires	1	\$ 0.00	\$ 0.00
3511	540 RPM Driveline - Cat 6	1	\$ 0.00	\$ 0.00
3603	540 RPM - 125 hp Gearbox - Commercial duty - Inward rotation	1	\$ 0.00	\$ 0.00
5140	Swivel Hitch	1	\$ 445.00	\$ 445.00
5290	Suspended Tongue	1	\$ 696.00	\$ 696.00
9130	Independent Control Valve - 3 Function with Hoses and ROPS Mounting Bracket(For Separate Wing and Lift Control)	1	\$ 881.00	\$ 881.00
Standard Options Total				\$ 2,022.00
Dealer Attachments				
FH329914	Blade - BLADE, SUCTION OFFSET (CW) ROTARY C	2	\$ 35.76	\$ 71.52
FH329908	Blade - BLADE, OFFSET SUCTION (CCW) ROTARY	2	\$ 43.28	\$ 86.56
FH329915	Blade - BLADE, SUCTION OFFSET (CCW) ROTARY	2	\$ 35.76	\$ 71.52
PC6182	Paper Parts Catalog - PRTS CTLG-R15 ROTARY CUTTER(W.WIDE)	1	\$ 48.00	\$ 48.00
CTM610528	Technical Manual - ROTARY CUTTER GEAR CASE REPAIR	1	\$ 46.00	\$ 46.00
Dealer Attachments Total				\$ 323.60
Other Charges				
	Freight	1	\$ 439.00	\$ 439.00
	Setup	1	\$ 336.00	\$ 336.00
Other Charges Total				\$ 775.00
Suggested Price				\$ 30,325.60
Customer Discounts				
Customer Discounts Total			\$ -8,525.60	\$ -8,525.60
Total Selling Price				\$ 21,800.00

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 21, 2020

Chris Cobler

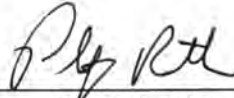
Prepared By

Phillip Rath

Department Head

Airport

Department



City Administrator Approval

AGENDA TITLE: Authorizing the City Administrator to sign the lease with A&A Wood Products,LLC of Ottumwa, Iowa for a gravel space behind Building # 81 to park semi trailers at the Ottumwa Regional Airport

Public hearing required if this box is checked.

RECOMMENDATION: Authorize City Administrator to sign lease.

DISCUSSION: A&A Wood Products,LLC, has proposed to lease a Gravel area behind Bldg. #81 at the Ottumwa Regional Airport for a term of 1yr, April 1, 2020 to March 31,2020 with a option to renew for one more year. The monthly rental fee is \$200.00.

They will be using the space to park semi trailers that are a part of their business. This lease was put together by our City Attorney in March and has been approved and signed by the Lessee and City Administrator.

Source of Funds:

Budgeted Item:

Budget Amendment Needed: No

TRUCK AREA
PARKING BEHIND #81

**OTTUMWA REGIONAL AIRPORT
LEASE AGREEMENT**

This Lease Agreement made and entered into this 1st day of April, 2020 by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, situated in Wapello County, Iowa, hereinafter referred to as LESSOR, and A & A Wood Products, LLC, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the Ottumwa Regional Airport, hereinafter referred to as "Airport" is owned by the LESSOR, and subject to the management and control of the LESSOR; and

WHEREAS, LESSEE has agreed to gravel space on a city-owned lot adjacent to Building #81, located at 14150 Terminal Avenue, at the OTTUMWA REGIONAL AIRPORT. Attached is a copy of a diagram of the Building #81 showing the area being rented to Lessee, which is highlighted in yellow.

NOW, THEREFORE, in consideration of the mutual terms, agreements, and covenants herein contained, and other valuable considerations, LESSOR does hereby lease unto LESSEE, and LESSEE does hereby take from LESSOR, certain premises and facilities, rights, services and privileges in connection with and at the Airport as follows:

ARTICLE I – PREMISES

A. The LESSOR, in consideration of the rents herein reserved and of the terms, covenants and conditions herein contained and expressed on the part of the LESSEE, to be kept and performed, leases and rents unto the LESSEE, and the LESSEE hereby leases and takes of and from the LESSOR, the following described premises to-wit: Gravel area adjacent to Building #81, located at the Ottumwa Regional Airport.

B. That LESSEE will use the leased premises to park semi-tractor trailers in support of services provided to the bottling company located at the airport, and shall be used by the LESSEE for that purpose, except by written consent of the LESSOR. That LESSEE will not permit any person to use the same for any activity or purpose tending to injure the reputation of the City of Ottumwa, nor for any unlawful purpose, nor for any activity deemed extra-hazardous on account of fire, nor commit any act which will invalidate any policy of insurance on said premises or increase the cost thereof.

C. LESSEE will not, without the express written approval of the LESSOR, place any sign or decorations on the leased premises, either by attaching the same to the building or placing them on the adjacent grounds. The LESSEE will be allowed to erect a sign for the express purpose of business identification. The size and location will be determined by mutual consent of the LESSEE and LESSOR.

D. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent LESSEE from

erecting or permitting to be erected, any building or other structure at the Airport which in the opinion of LESSOR would limit the usefulness of the Airport or constitute a hazard to aircraft.

E. LESSEE shall suffer no waste or injury to the premises nor obstruct the streets or sidewalks adjacent thereto.

ARTICLE II – TERM

A. LESSEE shall have and hold all the privileges herein described on a one-year basis beginning April 1, 2020, and ending no later than March 31, 2021.

B. LESSEE is granted the option to renew this lease at the end of the initial term for One (1) additional year on the same terms and conditions set forth herein..

C. Each party has the right to terminate said Lease Agreement with a 30-day written notice to the other party.

ARTICLE III – RENTAL AND FEES

A. LESSEE agrees to pay LESSOR the sum of \$200.00 (Two Hundred Dollars) per month beginning April 1, 2020 for said premises as described in Article I, together with interest at the rate of 12% per annum on all delinquent installments. Rental fee shall be rounded to the next highest dollar increment.

ARTICLE IV – TERMINATION OF LEASE

A. TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS. This lease shall terminate upon the expiration of the lease term, or upon default in payment of rent herein, or upon any other default by LESSEE in accordance with the terms and provisions of this lease.

B. In the event of default of any material term herein, this lease may, at the option of the LESSOR, be canceled and forfeited, provided however, before any such cancellation and forfeiture except as provided in (C) below, LESSOR shall give LESSEE a written notice specifying the default, or defaults, and stating that the lease will be canceled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within the thirty (30) day period.

C. BANKRUPTCY OR INSOLVENCY OF LESSEE. In the event LESSEE is adjudicated bankrupt, or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days written notice thereof by LESSOR to LESSEE, then and in any such events, LESSOR may, at its option, immediately terminate this lease and reenter said premises, upon giving of ten (10) days written notice by LESSOR to LESSEE all to the extent permitted by applicable law.

D. In (B) and (C) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

E. Advertising and re-renting by the LESSOR upon the Tenant's default shall be construed as an effort to mitigate damages by the LESSOR and not as an agreement to terminate this lease.

F. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved in addition to all other remedies now or hereafter provided by law may, but need not, perform such term, covenant or condition, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 12% per annum, from date of advance.

ARTICLE V – MAINTENANCE OF PROPERTY AND UTILITIES

A. LESSEE shall operate, maintain and keep in good repair, all appurtenances, facilities and services.

B. LESSEE will, at its own expense, repair the gravel area of the leased premises or any damage done to Building #81, if such damage is caused by the negligent actions of the LESSEE, its employees, agents, invitees, or licensees, or for normal wear and tear on said premises. In the event LESSEE shall fail to make repairs as necessary following written notice by LESSOR, LESSOR at its option and after thirty (30) days written notice of its intention to do so, may complete said repairs; the costs thereof shall be repayable to the LESSOR by the LESSEE on demand and may be recovered as rent in arrears. LESSEE shall be responsible for snow removal of the area that it is using for parking purposes.

C. LESSEE will do nothing, which will cause structural injury to the building. LESSEE will make no structural changes to the premises without prior written consent of LESSOR.

D. LESSEE will make no unlawful use of said premises and agrees to comply with all valid regulations of any applicable local law, the laws of the State of Iowa, and the Federal Government. However, this provision shall not be construed as creating any duty by LESSEE to members of the general public. LESSEE will not allow trash of any kind to accumulate on said premises and will remove the same from the premises at its own expense.

E. LESSEE agrees to use the premises leased to it hereunder in a proper manner, consistent with the purposes for which said premises are leased to it.

F. HAZARDOUS WASTE.

(1) LESSEE shall strictly comply with, and obey, all environmental laws, including but not limited to those laws, with respect to the creation, storage and disposal of hazardous materials. LESSEE is strictly prohibited from creating, utilizing, storing or disposing of any material or substance, which may be hazardous without prior notice to, and written

consent from, the LESSOR except for those FDA approved substances reasonably related to LESSEE's business.

(2) LESSEE shall defend, hold harmless and indemnify LESSOR from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage as has been caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, resulting from the creation, utilization, storage or disposal of any material or substance. This indemnification is intended to operate as indemnity under 42 U.S.C. 9607(e)(1). LESSOR shall defend, hold harmless and indemnify LESSEE from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage, caused by the act, neglect, fault or omission of LESSOR or its agents, predecessors, servants, employees, or invitees, resulting from the creation, utilization, storage, or disposal of any material or substance.

(3) These indemnifications are intended to survive the termination or expiration of this lease. Said indemnification shall operate as indemnity for any injury or damage set forth above, from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense incurred after the termination or expiration of the lease caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, during the term of the lease.

G. LESSEE shall allow all Public Utility companies unrestricted access to the property for the maintenance of all Public Utility facilities which are on, over, above, or below the described property.

ARTICLE VI – RULES AND REGULATIONS

A. LESSEE agrees to observe and obey all reasonable rules and regulations which may from time to time during their term hereof be promulgated by LESSOR for the conduct and operation of the Airport, consistent with safety and with the rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport; and provided further that such rules and regulations shall not be inconsistent with provisions of the Lease Agreement.

ARTICLE VII – SURRENDER OF PREMISES AT END OF TERM

A. LESSEE agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in a good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from the lapse of time, or damage without fault or liability of LESSEE.

ARTICLE VIII – INSURANCE

A. LESSOR and LESSEE will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties, that is fire and those items usually covered by extended coverage.

LESSEE will procure and deliver to the LESSOR a Certificate of Insurance to that effect. Any and all proceeds from the insurance policies shall be payable to the parties hereto, as their respective interests may appear.

B. LESSEE will not do or omit the doing of any act, which would vitiate any insurance or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the LESSEE upon which the LESSOR, by law or by the terms of this lease, has or shall have a lien.

C. LESSEE further agrees to comply with recommendation of Iowa Insurance Service Bureau and to be liable for and promptly pay, as if current rental, any increase in insurance rates on said premises due to increase risks or hazards resulting from LESSEE's use of the premises otherwise than as herein contemplated and agreed.

D. LESSOR shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises and said insurance monies shall be paid to and held by the LESSOR to be used in the payment for cost of repairs or restoration of damaged building, if the destruction is only partial.

E. It is understood and agreed that the City of Ottumwa, Iowa is named as "Additional Insured" in respect of the insured's occupancy of the premises at the Ottumwa Regional Airport and the use of any part of the Airport which this Lease Agreement permits, and such policy of insurance which shall bear the following endorsement in words or substance:

"It is understood and agreed that the City of Ottumwa is named as "Additional Insured" in respect to the insured's occupancy of the premises at the Ottumwa Regional Airport six (6) miles north of Ottumwa in Wapello County, Iowa."

F. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain liability insurance from a responsible insurance company or companies insuring against such claim, damages, costs, or expenses on account of injury to any person, or persons, including death, by reason of any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. LESSEE shall provide to LESSOR a Certificate of Insurance for liability coverage with coverage limits in the amount of \$100,000, including an endorsement adding LESSOR as an additional insured. Certificates shall be provided to LESSOR prior to the signing of this lease or the beginning of the term of this lease. The minimum liability insurance requirements will be evaluated prior to each subsequent renewal option.

ARTICLE IX – INDEMNITY

A. LESSEE agrees to indemnify and hold LESSOR harmless from and against all liability for injuries to any person or persons, including death, or damage to property caused by LESSEE'S use or occupancy of the demised premises; provided, however, that LESSEE shall not be liable for any injury, damage or loss occasioned by the negligence of LESSOR, its agents or employees and provided further that LESSOR shall give LESSEE prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might

affect LESSEE. LESSEE shall have the right to compromise and defend the same to the extent of its own interest, only upon prior written consent of LESSOR.

B. Except as to any negligence of the LESSOR, arising out of roof and structural parts of the building, LESSEE will protect, indemnify and save harmless the LESSOR from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any personal property, happening or done in, upon or about the leased premises, or due indirectly to the tenancy, use or occupancy thereof, or any part thereof by the LESSEE or any person claiming through or under the LESSEE.

ARTICLE X – NON-DISCRIMINATION

A. The LESSEE for itself and successors in interest and assigns as part of the consideration hereof does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose of which a Department of Transportation program activity is extended or for another purpose involving the provisions of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21 Non-discrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

B. The LESSEE for itself and its successors in interest assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) No person on the grounds of race, color or national origin or other basis of illegal discrimination shall be excluded for participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities.

(2) That in the construction of any improvement on, over or under such land, no personnel shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination based upon race, color, national origin or other basis of illegal discrimination.

(3) That the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation and as said regulations may be amended.

C. LESSEE further covenants and agrees, with respect to any service furnished to the public at the Ottumwa Regional Airport, LESSEE will furnish the same on a fair, equal and not unjustly discriminatory basis to all users thereof and will charge a fair, reasonable and not unjustly discriminatory price for each unit or service, provided however, that LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

ARTICLE XI– ASSIGNMENT

A. LESSEE shall not, at any time, assign this Lease Agreement or any part thereof without the express written approval of the LESSOR. Provided; however, that this shall not prevent the assignment of this Lease Agreement to a corporation or limited liability company with which LESSEE owns, or may merge or consolidate with or which may succeed to the business or assets of LESSEE or a substantial part thereof. LESSEE shall not at any time sub-let space in any premises now or hereafter leased exclusively to LESSEE without the express written consent of the LESSOR in advance. LESSOR shall not unreasonably withhold consent.

ARTICLE XII – NOTICES

A. Notices to LESSOR provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed as follows:

City of Ottumwa
c/o City Administrator
105 East Third Street
Ottumwa, IA 52501

and notices to LESSEE, if sent by registered mail, postage prepaid, addressed as follows:

A & A Wood Products, LLC
14150 Terminal Avenue
Ottumwa, IA 52501

Or such other respective addresses as the parties may designate to each in writing from time to time.

ARTICLE XIII – GENERAL CONDITIONS

A. This Lease Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal Funds for development of the Airport.

B. That LESSEE and LESSOR are not relying on any statement or representations of each other or of any other party in entering into this lease and that all of the negotiations between the parties are merged into this agreement and that there are no understandings, terms or agreements of any kind or nature that are not set out herein and that this Lease Agreement and the provisions herein contained are the only agreements and understandings between the parties hereto.

C. All the covenants, stipulations and agreements in this Lease Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

D. Neither the LESSEE nor anyone claiming by, through or under the LESSEE shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon

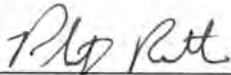
said premises or upon any building or improvement hereon, or upon the leasehold interest of the LESSEE therein, and notice is hereby given that no contractor, sub-contractor or anyone else may furnish any material, service or labor.

ARTICLE XIV – SAVINGS CLAUSE

Should any part or provision of the Lease Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of the Lease Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Lease Agreement to be executed by their proper officers.

CITY OF OTTUMWA, IOWA

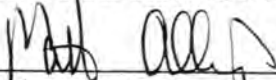

Philip Rath
City Administrator, City of Ottumwa

3 / 30 / 20
Date

ATTEST:


Christina Reinhard
City Clerk

A & A WOOD PRODUCTS, LLC

By 
Matt Alsup, Its Owner

Date

FILED

CITY OF OTTUMWA
Staff Summary

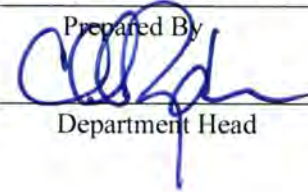
**** ACTION ITEM ****

Council Meeting of : Jul 21, 2020

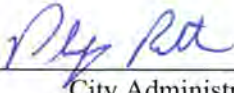
Police
Department

Mary Lou Donaldson

Prepared By



Department Head



City Administrator Approval

AGENDA TITLE: Approve the purchase of three (3) 2021 Ford Utility Police Interceptor vehicles from Stivers Ford of Waukee, Iowa in the amount of \$105,000.00 and the purchase & installation of the police equipment necessary for basic police functions in the amount of \$39,300.00.

Public hearing required if this box is checked.

The amount of Publications for each Public Hearing must be attached to the Staff Summary. If the amount of Publications is not attached, the amount will be entered on the agenda.

RECOMMENDATION: Approve the purchase of three (3) Ford Utility Police Interceptor vehicles and approve the purchase & installation of the police equipment necessary for basic police functions.

DISCUSSION: The City's Fleet Committee and the Police Department recommend replacing three older vehicles in the department's fleet with three new vehicles. City garage staff will determine which City department the older vehicles will be transferred to.

Stivers Ford in Waukee, Iowa was awarded the state contract for the Ford Utility Police Interceptor. The new vehicles will be AWD (all wheel drive) with a V6 engine.

Ford Utility Police Interceptor AWD @ \$35,000.00 x 3 = \$105,000.00
Equipment & Installation @ \$13,100.00 x 3 = \$ 39,300.00

The department budgeted for the purchase of three new vehicles and the purchase & installation of the police equipment necessary. The cost for the vehicles and for the equipment & installation is an estimate due to not knowing what costs will be at the time of purchase.

Police - 110

FY 2020/2021 Fleet

840-1-121-6710:

Patrol Ford Utility	3 @ \$35,000 each	\$105,000
Police Total Prisoner Transport Solution <ul style="list-style-type: none">• Vehicle Partition, Firearms Mount, Transport Seat, Door Guards, Steel Window Barriers, SUV Rear Cargo Storage, Floor Pan, Weapons Long gun mount, misc. components	3 @ \$5000 each	\$15,000
Mobile Computer Mount	3 @ \$1500 each	\$4,500
Lightbar & Accessories	3 @ \$1800 each	\$5,400
Controller for Lightbar & Siren/PA	3 @ \$500 each	\$1,500
100W Siren Speaker	3 @ \$150 each	\$450
Perimeter LED Lighting	3 @ \$1550 each	\$4,650
Installation	3 @ \$2,600 each	\$7,800
	TOTAL	\$ 144,300

FILED

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 21, 2020

Mary Lou Donaldson

Prepared By


Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Approve a Memorandum of Understanding between the City of Ottumwa and Wapello County for the 2020 JAG Grant.

Public hearing required if this box is checked.

**The City of Ottumwa has a Public Hearing requirement for the Staff Summary. If the Public Hearing requirement is met, the City will be notified by the City Clerk.

RECOMMENDATION: Approve the Memorandum of Understanding with Wapello County and authorize the Mayor to sign all related documents.

DISCUSSION: The Ottumwa Police Department is eligible to receive a JAG Grant in the amount of \$15,462.00. The Police Department is required to share the grant with the Wapello County Sheriff's Department as in previous years. Grant regulations require a Memorandum of Understanding between the City of Ottumwa and Wapello County to share the grant funds and identify who will be the fiscal agent/grant administrator (Police Department). This is one of the steps in the grant process.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

THE STATE OF IOWA
COUNTY OF WAPELLO

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF OTTUMWA, IOWA, AND COUNTY OF WAPELLO, IOWA
2020 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 21st Day of July, 2020, by and between The COUNTY of Wapello, Iowa, acting by and through its governing body, the Wapello County, Iowa Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of Ottumwa, acting by and through its governing body, the City Council of the City of Ottumwa, Iowa, hereinafter referred to as CITY, both of Wapello County, State of Iowa, and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party, and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement, and

WHEREAS, the CITY and COUNTY agree that the CITY will be the financial administrator of the JAG program, which includes a grant award to the CITY of \$15,462.00, and to the COUNTY of \$0, and

WHEREAS, the CITY and COUNTY agree to share the CITY's award wherein the CITY will receive 85% of the funds (\$13,143.00) and the COUNTY will receive 15% of the funds (\$2,319.00), and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to allocate the JAG funds for the purpose area of "Law Enforcement Programs", and specifically the purchase of law enforcement equipment.

NOW, THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to act as financial administrator of said JAG award and the CITY and COUNTY agree to share the funds as previously setout.

Section 2.

Once JAG authorized and awarded, all funds are to be expended by the proscribed time allotment of the current fiscal year of acceptance, and the following one year, for a total of two grant period years or as may be directed by grant rules and regulations.

Section 3.

CITY and COUNTY agree to all conditions set forth in the JAG award, including but not limited to: JAG purpose areas, prohibited uses, financial and programmatic reporting, etc.

Section 4:

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY or the COUNTY other than claims for which liability may be imposed by the Tort Claims Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

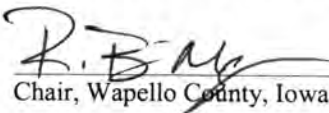
By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF OTTUMWA, IOWA



Mayor

COUNTY OF WAPELLO, IOWA



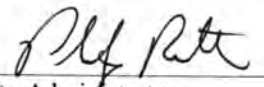
Chair, Wapello County, Iowa Board of Supervisors

ATTEST:




City Clerk

APPROVED AS TO FORM:



City Administrator

APPROVED AS TO FORM:



County Attorney

FILED
City of Ottumwa
2020 JUL 14 AM 10:08
CITY OF OTTUMWA, IA

Council Meeting of: July 21, 2020

Item No. _____

Kala Mulder

Prepared By



Finance Department

Department

Department Head



City Administrator

Agenda Title: Authorizing Reimbursement of Expenses in the amount of \$25,000 incurred by the City for Payment Under Iowa Code Section 403.19.

.....
Purpose: This staff summary designates certain qualified urban renewal expenditures eligible for reimbursement from the West Gate TIF as per Iowa Code Section 403.19.

Recommendation: Approve Staff Summary

Discussion: Certain disbursement are eligible urban renewal area disbursements. The above dollar amount is support for the Main Street Program for the fiscal year ending June 30, 2022. This staff summary authorized for the reimbursement of the West Gate TIF fund to seek reimbursement in accordance with Iowa Code Section 403.19. The reimbursement will be funded with future tax increment financing revenue (FY 2022). Total support for Main Street will be in the amount of \$25,000. The request for support is attached.



July 10, 2020

The Honorable Tom Lazio, Mayor of Ottumwa
Members of the Ottumwa City Council
Ottumwa City Hall
Ottumwa, Iowa

Dear Mayor Lazio and Members of the City Council:

Thank you for the continued partnership of the City of Ottumwa with Main Street Ottumwa – a 501(c)(3) not-for-profit. Main Street Ottumwa would not exist without the vision of the City in supporting this citizen-led effort to preserve and revitalize the cultural and architectural heritages of our downtown. Additionally, without your ongoing investment, we would not have achieved the success we have experienced in our Main Street Ottumwa district.

By organizing, promoting, designing and restructuring our district’s economic assets over the last Fourteen years, we have seen great impact on our Main Street Ottumwa district. Over the first 9 years the City invested \$15,000 annually into Main Street Ottumwa program; over the next 3 years the City invested \$20,000 annually into our program. Last year the City raised their contribution to 25,000.00, MSO would like to ask for that amount again for 2021/22. We are especially proud of the impact MSO has had on the district as listed in the following table:

	2006-2015 First Nine Years	2016-2020 last 5 years	14 year District Totals
Number of Buildings Sold	35	29	64
Dollars Invested in Acquisitions	\$1,624,580	\$2,458,188	\$4,162,688
Private Dollars Invested in Building Projects	\$6,122,407	\$10,683,902	\$16,806,310
Grants MSO Helped received for District Improvements	\$1,475,000	11,390,122	\$12,865,122
Business Starts , Relocations & Expansions	36	20	56
Net New Jobs to District	130	269	396
New Upper Story Housing Units	30	30	60
Volunteer Hours	26,096	13,893	40,313

Continued City of Ottumwa financial support is *essential* for Main Street Ottumwa to maintain our status with Main Street Iowa and the National Main Street Center. All the accomplishments listed in the above table are accomplished by our only MSO employee – Executive Director Fred Zesiger—and a very dedicated MSO Board of Directors and Committee Volunteers. Main Street Ottumwa asks you to consider our contributions to economic growth as you consider our annual request.


If more details are needed please contact me Fred Zesiger at either of these numbers 641-226-1353.

We Look forward to ongoing partnerships, and again appreciate the financial and other support you and the council have granted us.

Thank You!

Sincerely,


Blaire Siems
President, Board of Directors
Main Street Ottumwa


Fred Zesiger
Executive Director
Main Street Ottumwa

City of Ottumwa

Staff Summary

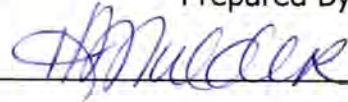
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2020 JUL 16 AM 9:46
CITY OF OTTUMWA

Council Meeting of: July 21, 2020

Item No. _____

Kala Mulder

Prepared By



Department Head

Finance Department

Department



City Administrator

Agenda Title: Authorizing Reimbursement of Expenses in the amount of \$39,138 incurred by the City for Payment Under Iowa Code Section 403.19.

.....
Purpose: This staff summary designates certain qualified urban renewal expenditures eligible for reimbursement from the West Gate TIF as per Iowa Code Section 403.19.

Recommendation: Approve Staff Summary

Discussion: Certain disbursements are eligible urban renewal area disbursements. The above dollar amount is support for the Downtown Maintenance Program for the fiscal year ending June 30, 2022. This staff summary authorizes for the reimbursement from the West Gate TIF fund to seek reimbursement in accordance with Iowa Code Section 403.19. The reimbursement will be funded with future tax increment financing revenue (FY 2022). Total support for the Downtown Maintenance Program will be in the amount of \$39,138. The request for support is attached.

**DOWNTOWN MAINTENANCE PROGRAM
OPERATING EXPENSES
FYE 2021**

2021-2022

	<u>BUDGET</u>
Wages	21,039.23
Payroll Taxes	2,493.91
Workers' Compensation	1,300.00
TOTAL EMPLOYMENT EXPENSE	<u>24,833</u>

Admin fee at 2.5%	955
Training	50
Supplies	2,400.00
Misc. Small Tools	700.00
Misc. Unclassified	1,900.00
Fuel & Mileage	1,700.00
Sustenance Supplies	900.00
Plants & Plantings	5,700.00
TOTAL COMMODITIES	<u>14,305</u>

CAPITAL EQUIPMENT

TOTAL PROGRAM COST	<u><u>39,138</u></u>
---------------------------	-----------------------------



ONLINE PRIORITY BASED BUDGETING
POWERED BY
resourceX



Priority Based Budgeting

Financial Picture – City of Ottumwa

- Currently the City of Ottumwa has one of the highest municipal tax rates in the State of Iowa. In FY 2020 Ottumwa's municipal tax rate (w/o Ag) was \$22.46 while the average for cities in Iowa was \$12.04.
- The City is maxed out on the General Fund levy.
- Reduced revenues related to COVID-19 and increasing costs compounds the structural deficit.
- Alternative revenue options have faced political opposition in the past.



**Insanity: doing the same
thing over and over again and
expecting different results.**

Albert Einstein

We Need Another Approach to Budgeting...

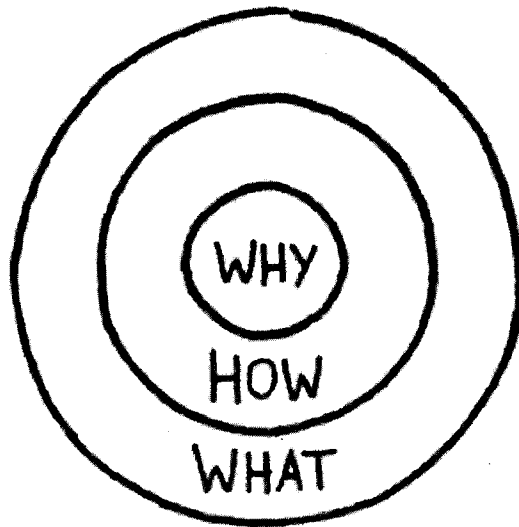
What is PBB?

Priority Based Budgeting ...

- Is an **ANALYTICAL TOOL** providing critical data to staff, elected officials, and the public.
- Works **WITH** the community's current budget process to provide cost and other information necessary to make the difficult decisions for balancing the budget such as how to respond when:
 - EXPENDITURE (requests) > (anticipated) REVENUE or
 - REVENUE (anticipated) < REVENUE (current year)

Start with “Why”

The Golden Circle



© 2012 Simon Sinek, Inc.

What

Every organization on the planet knows **WHAT** they do. These are Products they sell or the services they offer.

How

Some Organizations know **HOW** they do it. These are things that make them special or set them apart from their competition

Why

Very few Organizations know **WHY** they do what they do. **WHY** is not about making money. That's a result. It's a purpose, cause or belief. It's the very reason your organization exists.



Government Finance Officers Association

Exhibit I: The Benefits of Program Budgeting

Transparency. Creates true transparency by showing what the government does and how much it costs in a way that is meaningful to citizens.

Trade-offs. Provides a language for meaningful discussions about making budgeting trade-offs among services.

Sourcing. Allows more meaningful comparisons to other service providers when considering options such as outsourcing or shared services.

Workforce Planning. Shows how the workforce is associated with programs, which allows governments to better integrate succession planning into the budget process.

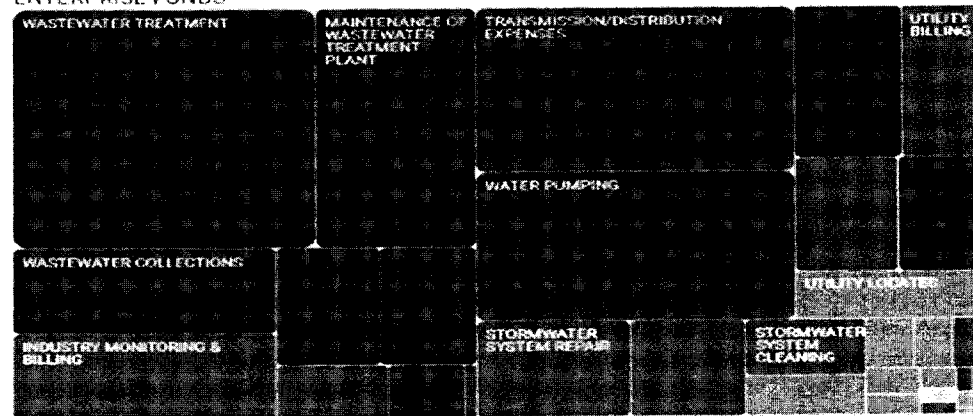
Performance. Clarifies the context of programs better than broader categories like departments and divisions by using performance and measures.

PBB – “Tree Map” Identifying Services by Priority and Cost

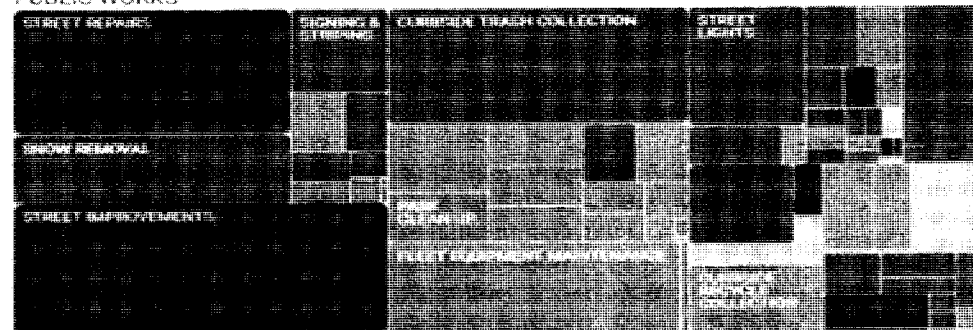
Services are identified by color (darker = higher priority) and size (larger = more \$)

OVERALL

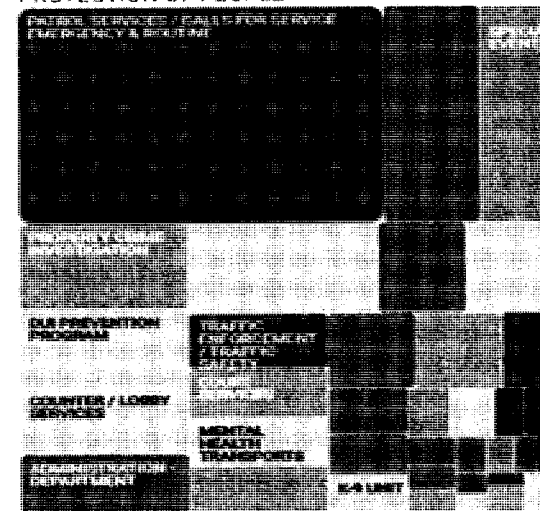
ENTERPRISE FUNDS



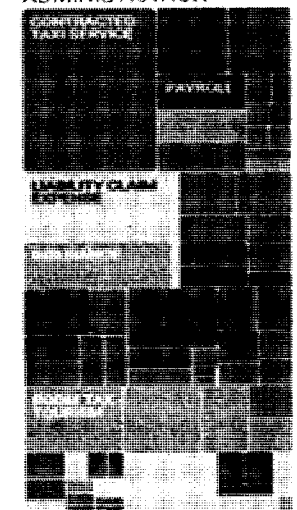
PUBLIC WORKS



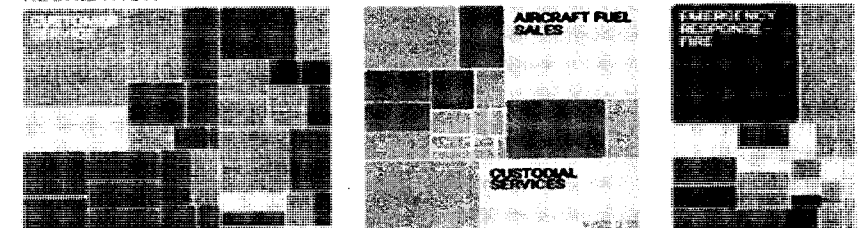
PROTECTION OF PEOPLE



ADMINISTRATION



RECREATION



How does it work?

EXAMPLE: Current Budget View – Law Enforcement

Law Enforcement – Partial Sample

General Fund

Account Number	Account Title	2019 Actual	2020 Budget	July-Jan 2020 Actual	2021 Proposed
001-110-6010	REGULAR SALARIES & WAGE	1,902,097	2,731,045	1,106,632	2,799,469
001-110-6040	OVERTIME	190,602	100,049	51,861	100,049
001-110-6120	MEDICARE	34,165	41,198	19,261	42,198
001-110-6141	CITY SHARE FOR POLIC	581,978	669,083	322,313	711,194
001-110-6150	GROUP HEALTH INSURANCE	727,353	758,463	397,705	768,304
001-110-6210	DUES & MEMBERSHIPS	1,289	1,125	1,485	1,775
001-110-6230	TRAINING	27,404	28,000	19,730	27,585
001-110-6240	TRAVEL & CONFERENCE	10,985	14,500	9,514	14,670
001-110-6331	VHCL MTCE SUPPLIES	9,042	9,350	2,454	9,350
001-110-6332	CENTRAL GARAGE/VEHICLE	45,000	45,000	22,500	45,900
001-110-6333	VHCL-FUEL	54,938	46,000	24,440	46,000
001-110-6340	OFFICE/COMP EQUIP MAINT	16,200	23,650	784	23,200
001-110-6350	EQUIP REPAIR	8,866	11,300	2,310	12,300
001-110-6370	NATURAL GAS	8,718	8,504	824	8,504
001-110-6371	ELECTRIC	24,533	23,360	11,040	23,360
001-110-6373	TELEPHONE / IT	18,556	20,000	8,949	24,130
001-110-6409	JANITORIAL	18,285	18,000	8,473	18,000
001-110-6411	LEGAL FEES	31,033	0	10,110	0
001-110-6415	RENTS & LEASES	11,416	12,600	297	13,400
001-110-6419	TECHNOLOGY SERVICES	26,329	20,640	4,782	21,200
001-110-6420	EMPLOYEE RECRUITMENT	7,072	9,000	5,388	9,000
001-110-6490	OTHER PROF SERV	5,967	4,070	7,858	4,070
001-110-6504	TOOLS & SMALL EQUIPMENT	22,992	20,390	23,779	27,650
001-110-6506	OFFICE SUPPLIES	7,120	7,000	4,066	7,300
001-110-6532	SUSTNEANCE SUPPLIES	21,245	20,000	6,688	21,070
001-110-6627	OTHER SMALL CAPITAL	22,706	28,183	17,012	30,400
TOTALS		4,268,739	4,816,474	2,400,373	4,807,423

Step 1: Determine Results

City of Grand Island, Nebraska

Stewardship of the Environment

Safe Community

*Strategic, Sustainable and
Maintained Development*

Mobility Options

Community Results

- *Used to Differentiate Programs Offered to the Community*
 - *Not All Programs Achieve these Results*
- *Programs that Achieve Many Results, with a High Degree of Influence, Achieve Highly in Prioritization (demonstrate high degree of relevance)*

Financial Stewardship

High-quality Workforce

Regulatory Compliance

Governance Results

- *Used to Differentiate Programs Designed to Support Governance*

EXAMPLE: Program Inventory Download - Police

Department	Program
Police	911 Emergency Communications Center
Police	Animal Care and Sheltering
Police	Animal Code Enforcement and Investigations
Police	Communications
Police	Community Patrol Services
Police	Computer Aided Dispatch System
Police	Consolidated Dispatch Authority Dispatch Services
Police	Crimes Against Persons Program
Police	Criminal Investigations
Police	Criminal Investigative Services Program
Police	Detective Bureau
Police	Detention Center Operations
Police	Directed Patrol
Police	Dispatching Services
Police	District Operations
Police	Emergency Communications
Police	Emergency Medical Response and Patient Care
Police	Emergency Response Team
Police	Employee Safety Training
Police	Field Operations
Police	Field Patrol Services
Police	General Investigations
Police	General Patrol Operations
Police	Investigations
Police	Legal Services
Police	Local Rabies Control Authority
Police	Management of 9-1-1 phone system
Police	Management of Personnel
Police	Neighbourhood Beats
Police	Officer Initiated Activities
Police	Officer Response to Calls for Service
Police	Officer Training
Police	Patrol
Police	Patrol Bureau
Police	Patrol Calls for Service - Emergency
Police	Patrol Calls for Service - Non-Emergency
Police	Patrol Criminal Investigation (PST,CIS)
Police	Patrol Division

Department	Program
Police	Patrol Operations Emergency Calls for Service Response Program
Police	Patrol Operations Non-emergency Calls for Service Response Program
Police	Patrol Response
Police	Patrol Response and Operations
Police	Patrol Response to Calls for Service
Police	Patrol Services
Police	Patrol Watches I, II & III
Police	PD Administration
Police	Persons and Property Crime Investigations
Police	Persons Crime Investigations
Police	Pet Adoption Program
Police	Police Administration & Supervision
Police	Police Campus West Substation
Police	Police Criminal Investigation Division Programs and Services
Police	Police Information Services
Police	Police Patrol Services
Police	Police Reactive Calls for Service
Police	Preventive Patrol
Police	Proactive Patrol
Police	Professional Standards
Police	Property Crimes Investigations
Police	Psychological Services
Police	Rabies Control Program
Police	Radio System Maintenance & Operation of Regional Voice & Data Radio System
Police	Random Drug & Alcohol Testing
Police	Reactive Policing
Police	Regional Communications
Police	Report Writing and Follow-Up Investigations
Police	Rescuing Abandoned or Lost animals
Police	Road Patrol
Police	Routine Calls for Service
Police	Safety Equipment Inspections
Police	Serious Crime Investigations - Persons
Police	Shelter Operations
Police	Standard Police Services
Police	Traffic
Police	Traffic Enforcement
Police	Veterinary Medical Services - Sterilization

Results: Community and Governance

Economic
Vitality

Effective
Transportation

Quality
Neighborhoods

Financial
Stewardship

Safe
Community

Health and Well-
being of Citizens

Livable and
Inclusive

High-Quality
Workforce

Sustainable and
Maintained
Development

Culture and
Recreation

Smart Cities

Regulatory
Compliance

Resource X provides a search engine... To help identify definitions for values like “safety.”

Community Governance

Result
(a) Safe and Secure Community

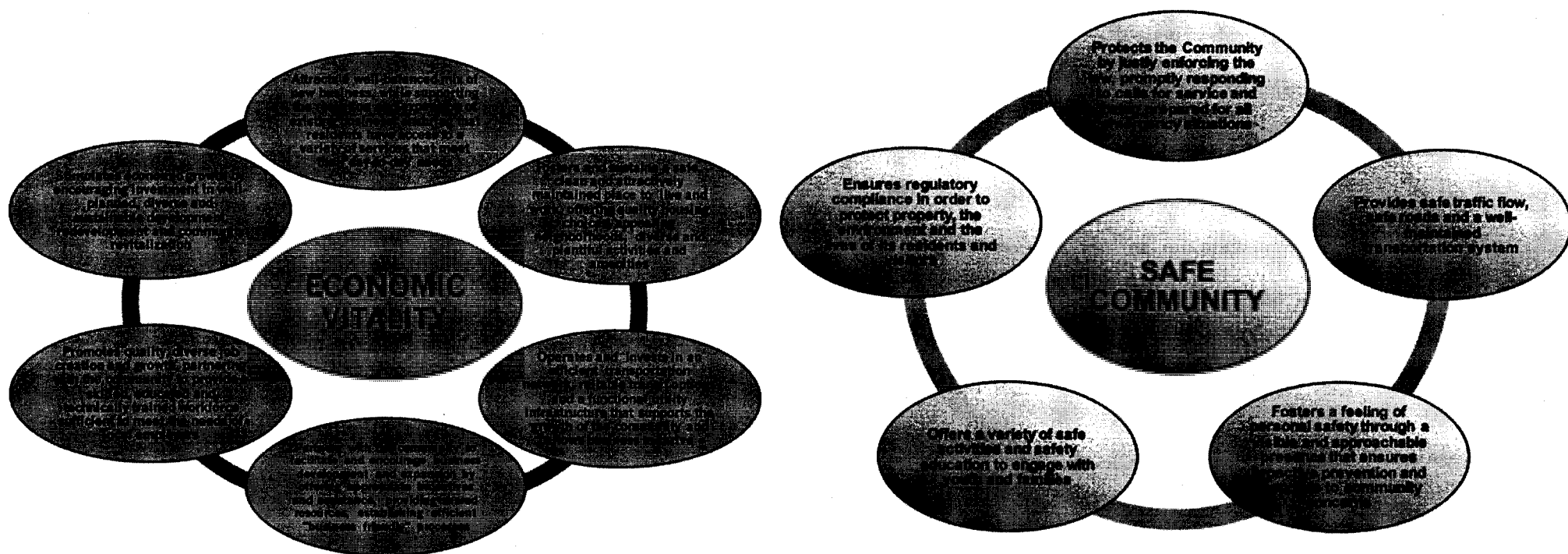
Show 100 entries Search: Copy CSV

Type	Result	Definition
Community	(a) Safe and Secure Community	Offers protection to lives and property by promptly responding to calls for service and being sufficiently trained and prepared to react and respond to all emergency situations
Community	(a) Safe and Secure Community	Proactively prevents and lowers the occurrence of crime through enforcement, investigation and administering justice
Community	(a) Safe and Secure Community	Fosters a feeling of personal safety, physical security and emotional well-being, with an emphasis education and awareness
Community	(a) Safe and Secure Community	Protects the natural environment and properly regulates air and water quality to ensure compliance, safety and a healthy environment in which to live
Community	(a) Safe and Secure Community	Builds an informed, involved and empowered community that shares responsibility for its own safety and well-being through volunteerism, interaction and partnerships
Community	(a) Safe and Secure Community	Promotes and provides for the physical and environmental health, and the socio-economic well-being of the community

Showing 1 to 8 of 8 entries Previous 1 Next

Example: How we define safety

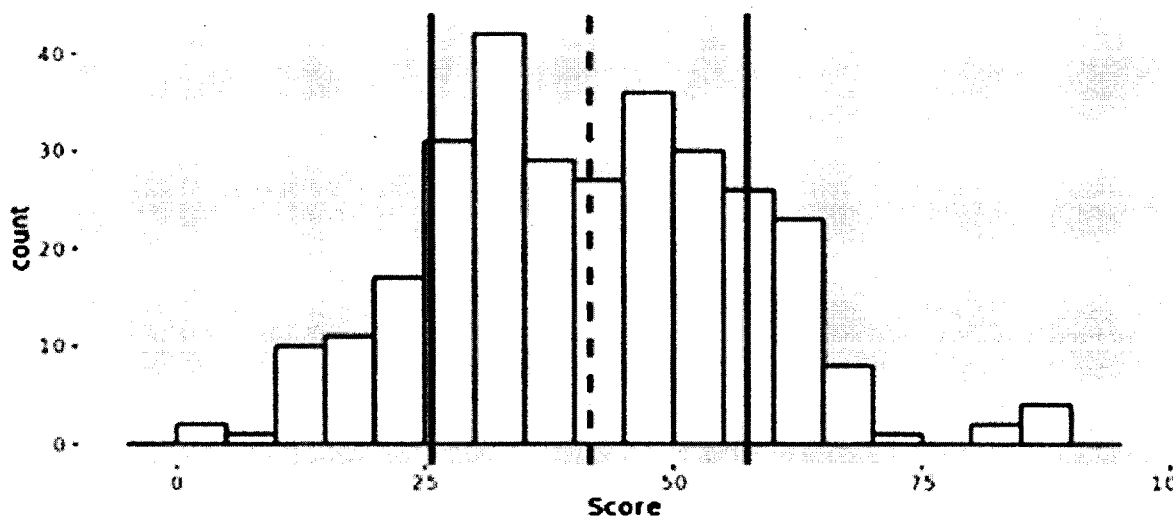
Result Definitions - Creating a Result Map



Scoring Scale Simplified – “Degree” of Relevance to a Result

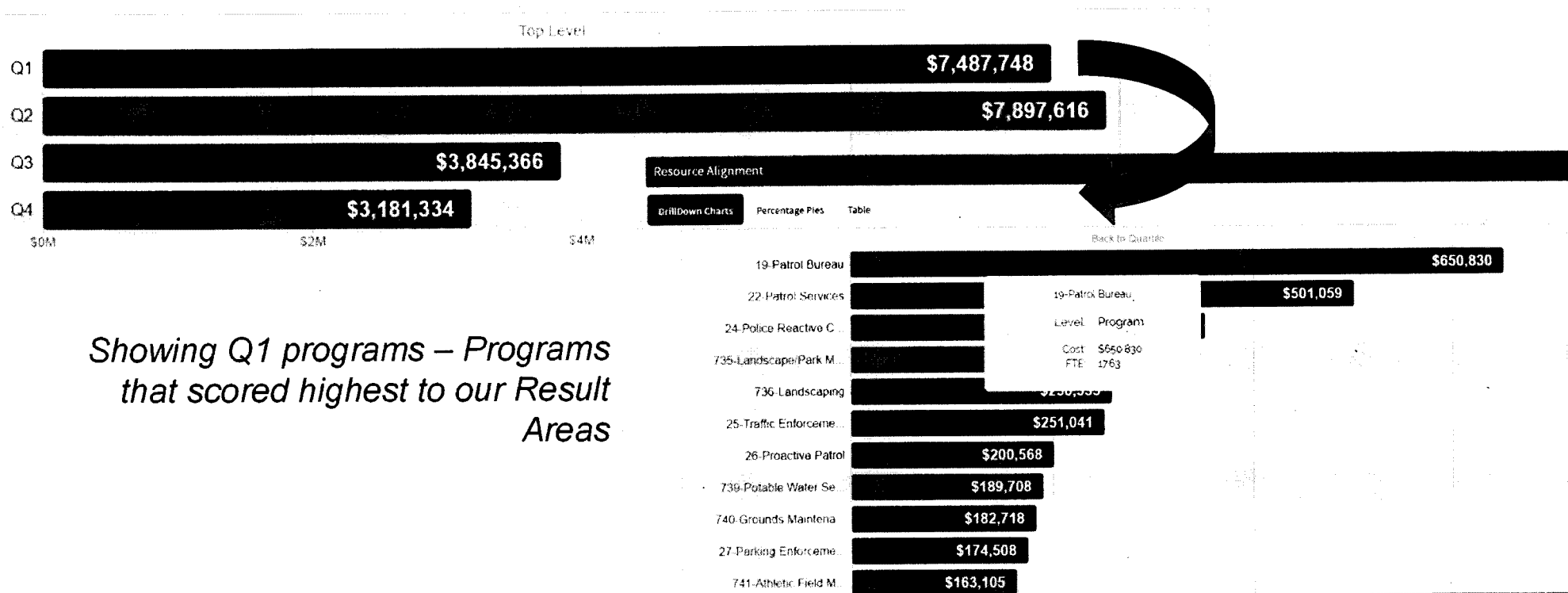
- **4** = Program has an **essential** or **critical** role in achieving Result
 - **3** = Program has a **strong** influence on achieving Result
- } **“High Degree” of Relevance**
- **2** = Program has **some** degree of influence on achieving Result
 - **1** = Program has **minimal** (but some) influence on achieving Result
- } **“Lower Degree” of Relevance (still a clear connection)**
- **0** = Program has **no** influence on achieving Result
- } **No Clear Connection**

The “Quartiles” represent baskets according to a program’s total score. To get a program’s score we sum across all results to reach a composite score.



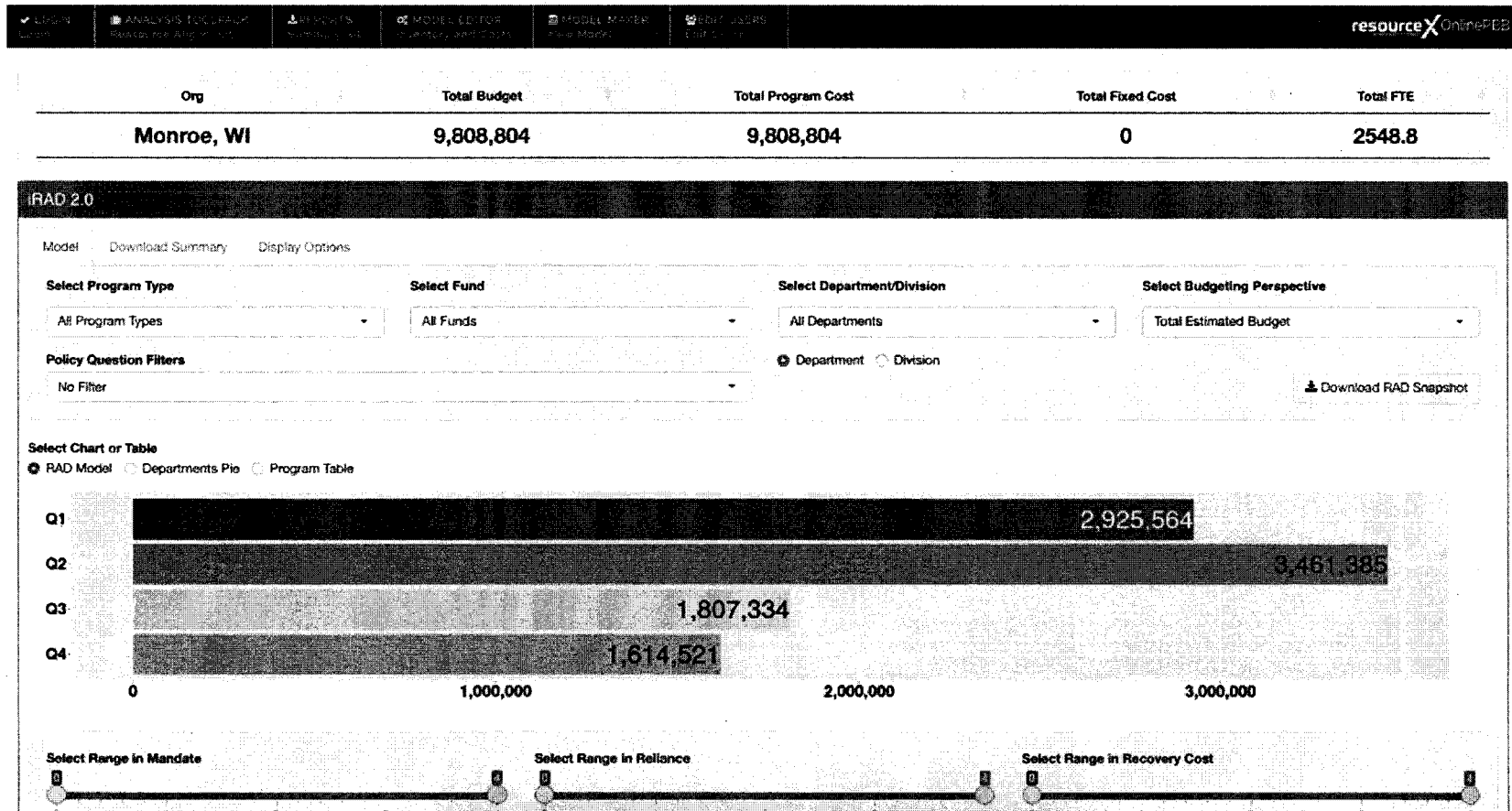
Rank	Avg Score
Q1	63.91
Q2	48.49
Q3	33.28
Q4	18.82
Total	41.55

Resource X identifies the Programs offered by our City... We can use the tool to evaluate how much we spend on services




Showing Q1 programs – Programs that scored highest to our Result Areas


Services May Be Viewed by Relevance to Community Objectives...



Why Use Resource X to
Establish PBB?

ICMA
Leaders at the Core of Better Communities

 **ALLIANCE FOR INNOVATION**
TRANSFORMING LOCAL GOVERNMENT

 **Government Finance Officers Association**

Best Practice

Straight Ahead ↑ ↑

Resource X Allows the City to Search, Identify, and Tap into a Database of 50,000+ Programs

SearchPBB

Programs
Results

USA
 CANADA

State

Org

Department

Program(s)

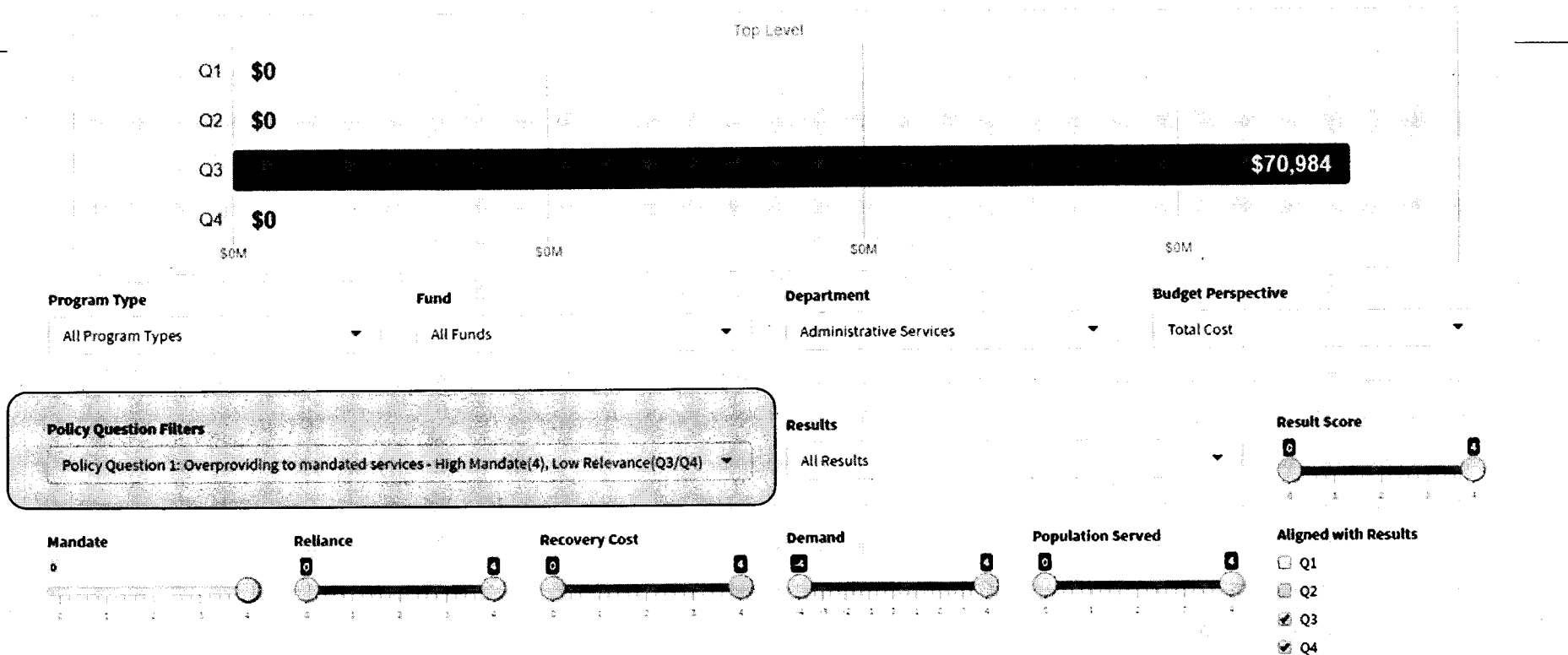
Show entries

Org	Department	Program	Description
Longmont, CO	Finance	Loss Prevention	to be updated
Longmont, CO	Finance	Pick up and deliver mail to city departments	to be updated
Longmont, CO	Finance	Processing Returns	to be updated
Longmont, CO	Finance	Payments, payment arrangements and collections	to be updated

Showing 1 to 38 of 38 entries

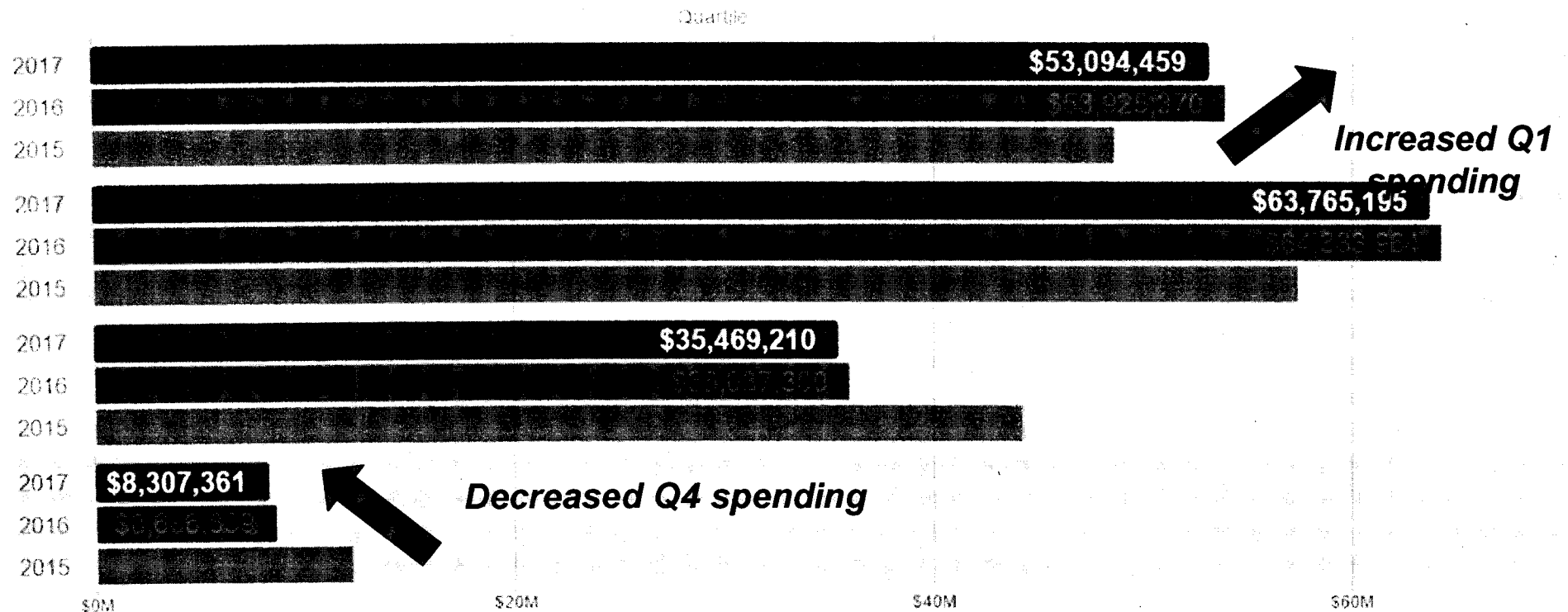
1

Additionally Resource X Provides the Framework Identifying 5 common starting points / filters – “The Policy Questions”



Example – Highly Mandated Programs in an Administrative Services Department. We can ask ourselves if we are over providing to this service.

The goal of PBB is to move resources away from lower scoring programs towards programs more aligned with our results



Resource X provides the critical data necessary to put more money towards what we value and less towards the programs that contribute least to results

STEPS to SUCCESS – Priority Based Budgeting

1. **Determine Results**
 - ***“WHY are we in business?”***
2. **Clarify Result Definitions**
 - ***“HOW do we know we’re successful?”***
3. **Identify Programs and Services**
 - ***“WHAT exactly do we do & what does it cost”?***
4. **Value Programs Based on Results**
 - ***“Integrating the What, with the Why and How”***
5. **Allocate Resources Based on Priorities**
 - ***“Let’s see things differently...”***

Questions?

FILED

CITY OF OTTUMWA

Staff Summary

2020 JUL 14 AM 10:08

CITY CLERK
OTTUMWA, IA

**** ACTION ITEM ****

Council Meeting of: Jul 21, 2020

Health & Inspections
Department

Jody Gates

Prepared By
Kevin C Flanagan
Department Head

City Administrator Approval

AGENDA TITLE: Evaluation criteria and point system for the City's noncommercial refuse, recyclables, bulky items and yard waste collection Request for Proposals

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

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

RECOMMENDATION: Approve the evaluation criteria as presented

DISCUSSION: The attached form is a tool to evaluate proposals the City will receive for the next trash and recycling contract. The form was given to contractors attending the pre-bid meeting and anyone submitting questions in advance of the meeting. Once approved the form will be posted online. Proposals for the collection service are due August 25, 2020.





[CITY OF]

OTTUMWA

City of Ottumwa noncommercial refuse, recyclables, bulky items and yard waste collection Request for Proposals Evaluation Criteria

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 – point scale and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

1. Qualifications and Experience	10 points
2. Program Understanding and Methodology	30 points
3. Customer Service and Public Education	20 points
4. Rates	40 points

The evaluation committee will look for the following during the evaluation process.

1. Does the bidder have experience performing services as described in the RFP in cities of similar size? Evaluation scale 0 points – no experience – 10 points – under contract presently to perform similar services in a city as large or larger than Ottumwa
2. Did the bidder follow the requirements of the RFP, providing detailed information and statements as to how collections and the city wide clean up event would be accomplished, type of vehicles and equipment they had, that equipment will be maintained in good order to name a few items in the RFP? 0 points for little information – 30 points for a detailed plan addressing all items in the RFP.
3. Did the bidder identify how missed collections would be handled, how calls and emails would be handled and by whom, how changes in collection days would be handled and how customers will be notified and how refuse and recycling rules would be disseminated to customers, to name a few items in the RFP? 0 points for little information – 20 points for a detailed plan addressing all items in the RFP and providing examples of how this is handled in other cities with which they have contracts.
4. Rates listed for ten years of the contract.

Evaluation committee: Phil Rath, Kevin Flanagan, Zach Simonson, Janice Bain, Chris Bettin, Kayla Mulder

City of Ottumwa noncommercial refuse, recyclables, bulky items and yard waste
collection Request for Proposals Evaluation Criteria

Company Name	Points Scored	Comments
Qualifications and Experience - max 10 points		
Program Understanding and Methodology – max 30 points		
Customer Service and Public Education – max 20 points		
Rates – max 40 points		
Total Points		

Reviewers Name _____

JUL 15 11:12:0
OTTUMWA, IA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 21, 2020

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Bid review and contract award for asbestos removal and demolition of 811 W. Second 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: Accept bid and award the contract for asbestos removal and demolition of 811 W. Second Street to Dan Laursen for the best bid sum of \$13,890.00

DISCUSSION: Bids for this project were accepted until 2:00 P.M. July 14, 2020 and 3 bids for asbestos removal and 4 bids for demolition were received. Dan Laursen submitted the best bid and staff recommends awarding him the contract.

811 W Second	Asbestos	Demolition	Total
Dan Laursen	\$3,490.00	\$10,400.00	\$13,890.00
Weston McKee	\$7,000.00	\$9,000.00	\$16,000.00
Environmental Edge	\$7,700.00	\$13,850.00	\$21,550.00
Tim Skinner Trucking & Excavating	No Bid	\$7,360.00	\$7,360.00
Dan Laursen is the best bidder for asbestos and demolition.			
No asbestos contractors allowed their bids to be separated from the demolition bid therefore the City could not accept Tim Skinner's bid, although it was the lowest demolition bid.			



[CITY OF]
OTTUMWA

REQUEST FOR BID FOR DEMOLITION AND ASBESTOS REMOVAL
AND DISPOSAL

BID FORM

Address	Demolition Bid	Asbestos Bid	Total Line Bid
811 W Second	\$10,400.00 \$10,400.00	\$3,490.00 \$3,490.00	\$13,890.00 \$13,890.00
	\$10,400.00	\$3,490.00	\$13,890.00

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 LAWSON
Printed Name

510 Monroe St SR
Address

641-799-3818
Telephone Number

OTTAWA, IA 52501
City, State, Zip

July 14th - 2020
Date

DANLAWSON 440 Yards.com
E-mail Address

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 21, 2020

Philip Rath
Prepared By

Administration
Department

Department Head



City Administrator Approval

AGENDA TITLE: Contracting with Mark J. Becker & Associates, LLC to Serve as an Independent Employee Benefits Consultant on Behalf of the City of Ottumwa.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the Business Associate Agreement between the City of Ottumwa and Mark J. Becker and Associates, LLC to authorize Becker to serve on behalf of and as the plan sponsor for the City of Ottumwa Health and Welfare Benefit Plan(s).

DISCUSSION: The tax levy for the Trust and Agency Fund for FY 2021 was set at \$9.32 / \$1,000 of valuation the highest of any of the taxing entities and 40.7% of the tax levy for the City. The Trust and Agency Fund is established to account for the pension and related employee benefits such as health insurance.

Engaging with Mark J. Becker & Associates, LLC has the benefit of providing education and analysis of the current benefit levels and costs, as well as options and opportunities for future years. Additionally, contracting with an independent employee benefit consultant provides the ability to take control of health insurance costs allowing the City to be in the driver

Source of Funds: Trust & Agency Fund

Budgeted Item: Budget Amendment Needed:

seat regarding insurance costs and/or renewals. As part of the consulting services MJBA will review the current plans and cost structures. They will look at and provide guidance on the pros and cons of maintaining the grandfathered status from the Affordable Care Act. Additionally, they will analyze the appropriate thresholds related to risk. Finally, as part of this education and analysis they will provide city staff and council with various models for plan design, costing, and HRA/HSA options.

Following the education and analysis, MJBA will work with staff in communication and education of benefit options. This process includes a review of current agreements and contracts. Further, MJBA will work with staff to identify future health care needs including preventive care which may lead to a review of alternative options. This will lead to lobbying insurance providers on behalf of the City to establish the best pricing for the selected plan design. Finally, MJBA will follow up with reporting - identifying the cost, benefit, and savings the service provides.

Another benefit of working with MJBA is the company provides review and advice on any compliance regulations. Ensuring proper compliance avoids costly fines and forfeitures. In addition to the compliance services related to ACA, DOL, IRS, COBRA, HIPAA, etc; MJBA provides a variety of training opportunities for city staff.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, effective July 1, 2020, is entered into between City of Ottumwa ("Client") on behalf of and as plan sponsor of the City of Ottumwa Health and Welfare Benefit Plan(s) ("Covered Entity") and Mark J. Becker and Associates, L.L.C. ("Business Associate").

Client and Business Associate mutually agree to the terms of this Agreement to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and its implementing regulations at 45 CFR Parts 160-164 ("Privacy Rule", "Security Rule", "Breach Notification Rule" and "Enforcement Rule"). Capitalized terms not otherwise defined in this Agreement shall have the meanings given to them in HIPAA's implementing regulations.

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

1. **Permitted Uses and Disclosures.** Business Associate may use and disclose Protected Health Information it creates or receives for or from Covered Entity only as follows:
 - a. **For or On Behalf of Covered Entity.** Business Associate may use and disclose Protected Health Information it creates as necessary to perform the services set forth in the Consulting Services Agreement between Business Associate and Client.
 - b. **For Business Associate's Operations.** Business Associate may use Protected Health Information it creates or receives as necessary for its proper management and administration or to carry out its legal responsibilities. Business Associate may disclose such Protected Health Information as necessary for its proper management and administration or to carry out its legal responsibilities only if:
 - i. The disclosure is required by law, or
 - ii. Business Associate obtains reasonable written assurances from the person to whom the Protected Health Information is disclosed that it will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
 - c. **For Data Aggregation.** Business Associate may aggregate the Protected Health Information in its possession with the Protected Health Information of other covered entities that Business Associate has in its possession through its capacity as a business associate to such other covered entities, provided that the purpose of such aggregation is to provide Covered Entity with data analyses relating to health care operations of Covered Entity. Under no circumstances may Business Associate disclose the Protected Health Information of Covered Entity to another covered entity absent the written authorization of Covered Entity.

- d. **Minimum Necessary.** Business Associate will, in its performance of functions, activities and operations specified above, make reasonable efforts to use, disclose and request only the minimum amount of Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit its use, disclosure or request to the minimum necessary under HIPAA.
2. **Prohibition on Unauthorized Use or Disclosure.** Business Associate will not use or further disclose Protected Health Information it creates or receives for or from Covered Entity or from another business associate of Covered Entity other than as permitted or required by this Agreement or as required by law or as otherwise permitted in writing by Covered Entity. This Agreement does not authorize Business Associate to use or disclose Protected Health Information in a manner that would violate HIPAA if done by the Covered Entity, except as permitted for Business Associate's proper management and administration and for data aggregation, as described above.
3. **Information Safeguards.**
 - a. **Privacy of Protected Health Information.** Business Associate will use appropriate safeguards to protect the privacy of Protected Health Information. The safeguards must reasonably protect Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rules and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement. To the extent the parties agree that the Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, the Business Associate will comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
 - b. **Security of Covered Entity's Electronic Protected Health Information.** Business Associate will comply with the Security Rule and will use appropriate administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information ("ePHI") that Business Associate creates, receives, maintains or transmits on Covered Entity's behalf.
4. **Subcontractors and Agents.** Business Associate will require its subcontractors and agents that create, receive, maintain or transmit PHI on behalf of Business Associate to agree in writing, to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health information. In addition, Business Associate will only disclose the minimum Protected Health Information necessary for the subcontractor or agent to perform the subcontracted services.
5. **Prohibition on Sale of Protected Health Information.** Business Associate shall not engage in any sale (as defined in the HIPAA Rules) of Protected Health Information.
6. **Prohibition on Use or Disclosure of Genetic Information.** Business Associate shall not use or disclose genetic information for underwriting purposes in violation of the HIPAA Rules.

7. **Penalties for Noncompliance.** Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the HIPAA Rules, to the extent provided by the HITECH Act and the HIPAA Rules.

ACCESS AND DISCLOSURE ACCOUNTING OF PROTECTED HEALTH INFORMATION

8. **Access.** In the event that Business Associate created or received Protected Health Information that is not otherwise available to Covered Entity or a participant of Covered Entity, Business Associate will make such Protected Health Information available to Covered Entity, or at Covered Entity's direction to the participant, for inspection and copying upon Covered Entity's reasonable written request and as permitted by law. If Covered Entity requests an electronic copy of PHI that is in the Business Associate's control, Business Associate will provide an electronic copy if it is readily producible in such format; if it is not readily producible in such format, Business Associate will work with Covered Entity to determine an alternative form that will enable Covered Entity to meet its electronic access obligations.
9. **Amendment.** Business Associate will, upon receipt of written notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of an individual's Protected Health Information that is in a designated record set in the custody or control of the Business Associate, so that Covered Entity may meet its amendment obligations under 45 CFR § 164.526.
10. **Inspection of Books and Records.** Business Associate will make its internal practices, books and records relating to the Protected Health Information it created or received for or from Covered Entity available to Covered Entity, and, at the request of Covered Entity, to the Secretary of the U.S. Department of Health and Human Services, in a time and manner designated by Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
11. **Documentation and Accounting of Disclosures.** Business Associate will document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by a participant for an accounting of disclosures of Protected Health Information. Upon Covered Entity's reasonable written request, Business Associate will provide to Covered Entity the information collected to permit Covered Entity to respond to a request by a participant for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

RESPONSIBILITIES OF COVERED ENTITY

12. **Provide Notice of Privacy Practices to Business Associate.** Covered Entity will provide Business Associate with a copy of its Notice of Privacy Practices, as well as any changes to such Notice.
13. **Notice of Revocation.** Covered Entity will provide Business Associate, in writing and in a timely manner, with any changes in, or revocation of, permission by a participant to use or disclose Protected Health Information, if such changes would affect Business Associate's permitted or required uses and disclosures.

14. **Notice of Restriction.** Covered Entity will notify Business Associate, in writing and in a timely manner, of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522.
15. **Permitted Requests.** Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, other than data aggregation or management and administrative activities of Business Associate.

BREACHES AND SECURITY INCIDENTS

16. **Reporting.** Business Associate agrees to promptly report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware or any Security Incident of which it becomes aware relating to ePHI provided by Covered Entity or unauthorized interference with system operations in Business Associate's (or its agents or subcontractors) Information Systems that contain or provide access to ePHI. In addition, Business Associate shall report to Covered Entity upon discovering any breach of Unsecured Protected Health Information. Such report shall be made without unreasonable delay and in no case later than sixty (60) days after discovery of the breach (unless such notice is to be delayed pursuant to the terms of 45 CFR § 164.412). A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will report breaches and security incidents to the Covered Entity's Privacy Officer. The report shall include, to the extent possible, the following information:
 - a. The nature of the breach, including a brief description of what happened, including the date of any breach and the date of the discovery of any breach;
 - b. The types of Protected Health Information that were involved in the breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, or other information was involved);
 - c. The name(s) of the person(s) who made the non-permitted use or disclosure and who received the non-permitted disclosure;
 - d. The corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against any further non-permitted uses or disclosures;
 - e. The steps the individuals who were subject to a breach should take to protect themselves;
 - f. Such other information, including a written report and risk assessment under 45 CFR Section 164.402, as Covered Entity may reasonably request.
17. **Mitigation of Harm.** Business Associate shall mitigate, to the extent practicable, any harmful effect known to the Business Associate resulting from use or disclosure in violation of this Agreement.

TERM AND TERMINATION

18. **Term.** Unless otherwise terminated as provided in paragraph 16, this Agreement will automatically terminate without any further action of the parties upon the termination of any oral or written agreement by Business Associate to provide services to Covered Entity.
19. **Right to Terminate for Breach.** If a party determines that the other party has engaged in a pattern of activity that constitutes a material breach of the breaching party's obligations under this Agreement, the non-breaching party will provide the breaching party with written notice of the existence of an alleged material breach, and the breaching party will have 30 days to cure said alleged material breach to the satisfaction of the non-breaching party. Failure to cure in the manner set forth in this paragraph is grounds for immediate termination of this Agreement and the oral or written agreement by Business Associate to provide services to Covered Entity.
20. **Obligations of Business Associate upon Termination.**
 - a. **Return or Destruction.** Upon termination, Business Associate will, where feasible, return or destroy all Protected Health Information that Business Associate created or received for or from Covered Entity. Prior to doing so, Business Associate will, to the extent feasible, request the return or destruction of Protected Health Information in the possession of its subcontractors or agents. Covered Entity understands that Business Associate may need to maintain portions of the Protected Health Information to memorialize advice provided.
 - b. **Notification of Infeasibility.** If it is not feasible for Business Associate or any of its subcontractors or agents to return or destroy portions of the Protected Health Information, Business Associate will notify Covered Entity in writing as to the specific reasons that make such return or destruction infeasible. If the return or destruction of such portions of the Protected Health Information is infeasible, Business Associate will extend the protections of this Agreement to such Protected Health Information and limit any further use or disclosure to the purposes that make the return or destruction of such portion of the Protected Health Information infeasible.
 - c. **Survival.** Business Associate's obligation to protect the privacy and security of PHI as specified in this Agreement shall survive the termination of this Agreement.

MISCELLANEOUS

21. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.
22. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required.

23. **Amendment and Waiver.** This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the parties; provided, however, upon any amendment to the Privacy Rule or Security Rule, this Agreement will automatically amend such that the obligations of Business Associate and Covered Entity will be in compliance with such regulations. In addition, a waiver with respect to one event shall not be construed as continuing or as a bar to, or waiver of, any right or remedy as to subsequent events.
24. **Governing Law and Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (but without regard to provisions thereof relating to conflicts of laws) and federal laws. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule and Security Rule.
25. **Notices.** All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given via U.S. mail or express courier or facsimile to such party's address given below, and shall be deemed given, if sent via U.S. mail or express courier on the date of deposit.
- (i) If to Covered Entity, to:
- Finance Director/Treasurer
City of Ottumwa
105 E. Third St.
Ottumwa, Iowa 52501
- (ii) If to Business Associate, to:
- Mark J. Becker and Associates, L.L.C.
9105 Northpark Drive
Johnston, IA 50131
26. **Entire Agreement.** This Agreement constitutes the entire Agreement between Covered Entity and Business Associate with regard to the subject matter hereof and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter. There are no obligations or understandings that are not expressly set forth in this Agreement.
27. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.
28. **Remedies.** In addition to any other remedies available at law or in equity to the parties hereto with respect to a breach hereof, the parties hereto each reserve the right to enforce this Agreement by specific performance.
29. **Words and Phrases and Titles and Captions.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement and such titles or captions do not

define, limit, extend, explain or describe the scope or extent of this Agreement or any of the terms or conditions.

30. **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY UNCONDITIONALLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS AGREEMENT.

IN WITNESS WHEREOF, Business Associate and Client, on behalf of Covered Entity, execute this Agreement in multiple originals to be effective on the date first set forth above.

CLIENT

By: 

Print Name: Tom X. Luzzio

Print Title: Mayor

Date: July 21, 2020

BUSINESS ASSOCIATE

By: 

Print Name: Mark J. Becker

Print Title: President

Date: July 1, 2020

A Consulting Service Agreement
between
City of Ottumwa
and
Mark J. Becker & Associates, LLC

MARK J. BECKER | Doing What's Right.
& Associates, LLC | That's Our Policy.™

9105 Northpark Drive
Johnston, IA 50131
855-334-0064
www.MJBAconsulting.com

(July 2020)

Consulting Agreement
between
City of Ottumwa
and
Mark J. Becker & Associates, LLC

Engagement: Mark J. Becker and Associates, LLC (hereafter "MJBA") has been selected by City of Ottumwa (hereafter "Client") to provide employee benefit consulting services to the Client. This Agreement is effective July 1, 2020 and continues through June 30, 2021. This Agreement shall automatically renew for one-year periods thereafter unless notice is given by either party in writing at least 60 days prior to the expiration date of this Agreement of their desire to terminate the Agreement.

Our Philosophy: As an independent consulting firm, MJBA works exclusively for the Client. Adhering to a policy of full disclosure, MJBA will not accept commissions, over-rides, or other forms of compensation from vendors without the knowledge and prior approval of the Client. MJBA bases professional fees on time spent and the professional level of the members assigned to a task. MJBA sells no products and does not seek commissions; advice is independent of such considerations. MJBA strongly believes to professionally serve as a client advocate, it is imperative to refrain from accepting forms of compensation that otherwise serve as an enticement.

Amendments to Agreement: Any amendments to this Agreement shall be memorialized in writing and executed by both parties hereto.

Full Disclosure Notice: MJBA will not accept any form of payment on behalf of Client without the prior approval from Client.

Oral Advice: It is the policy of MJBA to confirm to Client in writing all advice upon which Client may justifiably rely. Oral advice not confirmed in writing should be considered the preliminary opinion of MJBA. Client should not proceed in reliance on oral advice until receiving such written confirmation.

Disclaimer: MJBA will provide contracted services to Client based on the information furnished to MJBA by Client and any of its' contracted parties, (i.e. insurance companies, third party administrators, reinsurance companies, etc.). MJBA will rely on the data submitted and will not audit this data. The services provided by MJBA do not constitute accounting or auditing services and are not designed to disclose defalcations or other irregularities, should any exist. Client or their contracted parties will have the final responsibility for the accuracy of information/data submitted to MJBA. Any questionable items, errors, or omissions should be brought to the attention of MJBA.

General Responsibilities

1. Mark J. Becker & Associates, LLC shall:

- A. Perform all noted services articulated within this Agreement and in accordance with and in return for Addendums "A", "B", and "C".
- B. Assist with annual benefits renewals, including negotiation of changes in contracts, for authorized and assigned benefit plans/programs noted in Addendum "B".
- C. Review contracts for accuracy of coverage, terms and conditions and compliance with existing benefit related laws.
- D. When employee benefits are marketed, prepare bid specifications, identify appropriate markets, analyze proposals submitted, make recommendations, and assist in negotiation of contracts.
- E. Annually review selected employee benefit package for quality of benefits provided, cost effectiveness, competitiveness, and plan administration.
- F. Monitor ongoing contracts, including provider plan administration, provider compliance with contract, and incurred claims.
- G. Provide information on employee benefit issues and trends along with benefit plan compliance assistance for existing, proposed or new legislation.
- H. Assist in the design of employee benefit communications.
- I. Provide a key contact person to be available to answer questions and resolve issues that arise during the year regarding employee benefits, contract administration, and service provisions.
- J. Maintain \$1,000,000 in Errors and Omission Coverage and provide Client with evidence of same.

2. Client shall:

- A. Provide all requested information to MJBA that pertains to the assigned employee benefit programs currently in place with in-force insurance vendors.
- B. Issue the necessary authorization and assignments as defined in Addendum "B".
- C. Protect and treat documents provided by MJBA as confidential. No proprietary documents (including this contract) may be used, distributed, sold, revealed, reproduced, or transmitted in any form or by any means, electronic or mechanical, including photocopy recording or any information storage and retrieval system now known or to be invented, without the prior written permission of MJBA.
- D. Remit or assign remunerations to MJBA on a monthly basis as set forth in Addendum "C".
 - 1) Where allowed by Iowa law, the client may elect to assign commissions or pay a fee. This choice and the respective terms are outlined as follows:

- a) Fees:
 - i. Pay fees to MJBA on a monthly basis, within 30 days of receipt of invoice, for services provided in the previous month.
- b) Commissions:
 - i. Commissions may be assigned and utilized instead of a direct hourly fee.
 - ii. By law, for the same services provided, a fee cannot be charged in addition to a commission.
 - iii. Depending on the vendor selected, commissions may be determined by the Client or mandated by the respective carrier/vendor.
 - iv. Where commissions are mandated, MJBA will accept the assignment of commissions provided the Client is aware of remunerations and assigns such commissions.
 - v. Where commissions are determined by Client, MJBA will seek the equivalent remuneration of the estimated time at the proposed hourly rate.

2) To ensure representation of the Client's best interest, any and all remunerations must be discussed and agreed upon between MJBA and the Client. MJBA will track time and target remunerations equal to the desired hourly fee (which is usually less than the commission equivalent). Such disclosure will be provided to Client for accountability purposes; an example of such reporting is included as part of this addendum.

3. Both Parties agree:

- A. MJBA is being engaged by Client as an independent contractor. Neither MJBA nor any MJBA staff shall be considered as having employee status with Client.
- B. Any dispute arising out of or related to this Consulting Service Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Dated July 20, 2020, the Client and MJBA agree to the terms set forth in this Consulting Service Agreement that includes Addendums "A", "B", and "C".



Kala Mulder, Finance Director and Treasurer

City of Ottumwa
105 E. Third St.
Ottumwa, Iowa 52501

Mark J. Becker, President

Mark J. Becker & Associates, LLC
9105 Northpark Dr.
Johnston, IA 50131

Addendum A

Service Considerations

Step 1 – Analyze and Educate

- Analyze plan performance
- Educate all parties about the plan currently in place
- Identify objectives

Services in this step include (but are not limited to):

- ❑ *Plan Analysis* – Review existing benefit plan designs and utilization against industry norms and alternatives.
- ❑ *Benchmarking* – Compare existing benefits to other/similar employers.
- ❑ *Risk Analysis* – Determine appropriate thresholds of risk transfer.
- ❑ *Cost Analysis* – Compare existing costs to alternatives within the available marketplace.
- ❑ *Funding Analysis* – Provide alternatives and compare cash flow, degree of complexity, and risk.
- ❑ *Compliance Analysis* - Review existing plans for compliance and assist towards compliance with benefit related laws.

Step 2 – Design and Implement

- Identify solutions
- Offer viable plan modifications
- Assist with implementation

Services in this step include (but are not limited to):

- ❑ *Alternative Plan Analysis* - Identify the impact of making changes to the current plan design.
- ❑ *Contractual Review* - Ensure completeness and accuracy of contracts.
- ❑ *Plan Document/SPD Supervision* - Ensure completeness and accuracy of the document.
- ❑ *Employee Communication* - Assist with materials and presentations to employees.
- ❑ *Prevention/Solution* – Prevent and resolve problems encountered throughout the process.

Step 3 – Manage and Monitor

- Effective management of a plan (particularly a health plan) on an ongoing basis
- Analyze utilization
- Apply underwriting checks/balances

Services in this Step include (but are not limited to):

- ❑ *Strategic Planning* – Identify & match objectives to corporate goals/philosophy.
- ❑ *Management Reporting* - Prepare relevant data interpretation for review.
- ❑ *Research* - Provide access to future benefit studies conducted by various sources.
- ❑ *Ongoing Support* – Provide ongoing dedicated consulting and compliance related services as needed.

Initials	Month/Day/Year
Client <u> KM </u>	<u> 7 </u> / <u> 20 </u> / 2020
MJBA <u> </u>	<u> / </u> / <u> </u>

Addendum B Authorizations & Assignments

1. The Client grants MJBA authorization and assigns the contracts/programs noted within this Addendum. Such authorization and assignments allow MJBA to coordinate with designated vendors on behalf of Client and represent the best interests of Client.

2. The Client will issue a "Consultant/Agent/Broker of Record" letter to vendors of interest for the purpose of naming MJBA as the legal appointed representative. This letter will specifically direct the vendors to recognize MJBA as the consultant on behalf of the Client and to release the Client's information to MJBA when requested by MJBA. Suggested wording is supplied by MJBA as needed.

3. The contracts/programs noted below are authorized by Client and assigned to MJBA to act on and provide the applicable services noted within this Consulting Service Agreement:

<u>Benefit Contract(s)</u>	<u>Assigned</u>
Health Plan	X
Reinsurance	X
Dental Plan	X
Life Insurance Plan (all – basic, vol., supp., etc.)	X
Long Term Disability	X
Short Term Disability	X
Vision Plan	X
Section 125 (aka Flex, Cafeteria)	X
Health Reimbursement Arrangement	X
Health Savings Accounts	X
Voluntary Benefits	X
Individual Security Solutions	X
Other:	

<u>Initials</u>	<u>Month/Day/Year</u>
Client <u>KM</u>	<u>7</u> / <u>20</u> / <u>2020</u>
MJBA _____	___ / ___ / ___

Addendum C Compensation

Fees:

MJBA will provide the services to the Client as described within this Agreement and in accordance with and in return for Addendums "A", "B", and "C".

1. MJBA estimates annual hours spent servicing the Client in the first year to exceed 400 hours. For other clients of this size with similar needs we have experienced first year hours to be 400-500 due to the unique service and activities involved in the first year. A reduction in hours during subsequent years is common, expected, and would likely fall in line with our average for similar groups and service requirements. MJBA proposes the inclusive fee for Client to be based on the reduced hours in subsequent years rather than the first year and considers the first year as an investment for a long-standing partnership with the Client.
2. MJBA's billable rate is \$195 for the twelve months commencing July 1, 2020. Future billable rates may vary.
3. MJBA proposes a flat monthly retainer of \$5,281.25 for an annual amount of \$63,375. This is based on approximately 325 hours annually at \$195 per hour, or approximately 27 hours per month.
 - MJBA will not bill for hours exceeding the budgeted target of 325 hours even in the first year when hours are expected to exceed 400+.
4. If Client chooses to be invoiced by MJBA as outlined above, commissions (if any exist) would be removed from all vendor products where allowed. If a product in place does not allow for commissions to be removed, the commission amount will be accepted by MJBA and credited towards the monthly billed invoice.
5. Client also has the choice of assigning current commissions to MJBA, if commissions exist. Discussions with MJBA on a combination of commissions and an invoice are possible (if desired) to achieve the proposed annual fee.
6. Any assignments of remunerations, from vendors (commissions, bonuses, etc.), will only be accepted by MJBA with Client's request, with permission and full disclosure. Such assignments cannot conflict with State insurance law/requirements.
 - At the time of this agreement, it is unknown if any product commissions exist.

<u>Initials</u>	<u>Month/Day/Year</u>
Client <u>KM</u>	<u>7</u> / <u>20</u> / <u>2020</u>
MJBA _____	___ / ___ / ___

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 21, 2020

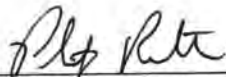
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Contracting with Resource X to institute Priority Based Budgeting

Public hearing required if this box is checked.

RECOMMENDATION: Authorize City Administrator to move forward with Resource X for the implementation of the Priority Based Budgeting tool and ongoing support.

DISCUSSION: During my interview I discussed my desired approach to budgeting, which I believe would greatly benefit the City of Ottumwa moving forward. The Priority Based Budgeting (PBB) process begins by identifying the totality of the programs (services) provided by the City. Next, each of these services is costed out by identifying the personnel and non-personnel costs associated with providing each program. On a parallel path, the City Council validates the priorities for the community. Often times this is an offshoot of the comprehensive plan, which in our case is scheduled for adoption in mid-August. This provides a perfect opportunity to establish/validate the priorities and resulting criteria for scoring the various

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

programs (services). The final step is assigning the scoring system against each program. Additionally, and in conjunction with the scoring process the level of service, cost recovery, degree of mandate, and opportunity to partner are evaluated.

Adopting the PBB process provides the staff and elected officials with an improved way to approach budgetary decisions. The process helps identify: a) programs that need more resources; b) programs that need to be provided as-is (status quo); c) programs that can be suspended (even temporarily); d) programs flexible for level of service adjustments; e) internal program partnership and consolidation opportunities; f) programs ideal for external program partnership; g) programs with revenue generation opportunities (cost recovery, grant reimbursement, regional offering for in-sourcing, etc.). Aside from the current fiscal crisis and structural deficit of the City - highlighted by the recent budget process; the current pandemic and revenue loss has further emphasized the need for austerity measures and budgetary decision providing financial sustainability.

The cost for implementing the PBB program is \$11,500; which is a considerable savings over the typical cost of a community our size (\$50,000 plus travel and associated costs).

FILED

City of Ottumwa

2020 JUL 13 AM 9:46

Staff Summary

CITY OF OTTUMWA, IA

Council Meeting of: July 21, 2020

Item No. 159-2020

Kala Mulder

Prepared By

Mulder

Department Head

Finance Department

Department

[Signature]

City Administrator Approval

Agenda Title: Resolution No. 159-2020, Recommendation to Transfer \$21,118.59 to the BridgeView Center for delinquent payables due to lost revenue related to COVID-19.

.....
Recommendation: Pass and adopt Resolution 159-2020

Discussion: Outstanding payables listing from 5/29/20/20 – 6/30/20. The invoices totaled \$26,814.92, however BridgeView, Inc. has graciously offered to help with some of the capital invoices, reducing the amount to \$21,118.59.

RESOLUTION NO. 159-2020

A RESOLUTION TRANSFERRING TO BRIDGEVIEW CENTER IN THE AMOUNT OF \$21,118.59 FOR DELINQUENT PAYABLES DUE TO LOST REVENUE RELATED TO COVID-19.

WHEREAS, the City of Ottumwa, Iowa owns the BridgeView Center facility; and

WHEREAS, the City of Ottumwa, Iowa has entered into contract with VenuWorks to operate the facility on behalf to the city;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ottumwa, Iowa the payment be made to the BridgeView Center for \$21,118.59 to satisfy the City of Ottumwa's financial obligation.

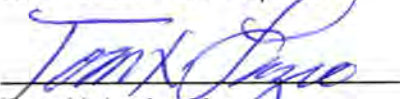
BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, that VenuWorks shall continue to mitigate the ongoing expenses through the end of the fiscal year; and

BE IT FURTHER RESOLVED, by the City Council of the City of Ottumwa, Iowa, that VenuWorks shall submit a detailed written request for each month to cover costs associated with the Bridgeview Center; and

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


APPROVED, PASSED AND ADOPTED, this 21st day of July 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

FILED

City of Ottumwa

2020 JUL 13 AM 9:46

Staff Summary

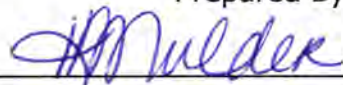
CITY CLERK
OTTUMWA, IA

Council Meeting of: July 21, 2020

Item No. 160-2020

Kala Mulder

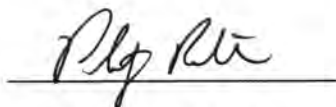
Prepared By



Finance Department

Department

Department Head



City Administrator

Agenda Title: A Resolution No. 160-2020 Approving and Authorizing an Amendment to Loan and Disbursement Agreement by and between the City of Ottumwa and the Iowa Finance Authority, and authorizing and providing for the reissuance of the Sewer Revenue Capital Loan Note, Series 2010 (Rate Reset).

.....

Purpose: To amend an SRF Loan Agreement.

Recommendation: Pass and Adopt Resolution No. 160-2020

Discussion: The Sewer Facilities SRF loan became eligible for a reduction in the interest rate. The original loan had a 3% interest rate and the new rate will be 1.75%. This will create a cost savings to the Sewer Fund of \$714,362.50 and principal payments will be unchanged. The lower rate will be effective December 1, 2020.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

\$4,697,000 Sewer Revenue Capital Loan Note, Series 2020 (Rate Reset of 2010 SRF loan)

- Resolution approving and authorizing Amendment to Loan and Disbursement Agreement by and between the City of Ottumwa and the Iowa Finance Authority, and authorizing and providing for the reissuance of the Sewer Revenue Capital Loan Note, Series 2010 (Rate Reset).

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

July 21, 2020

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 Lazio, in the chair, and the following named Council Members:

Stevens, Meyers, Berg, Dalbey, Roe

Absent: None

Vacant: None

* * * * *

Council Member Roe introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING AN AMENDMENT TO LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE REISSUANCE OF THE SEWER REVENUE CAPITAL LOAN NOTE, SERIES 2010 (RATE RESET), OF THE CITY", and moved its adoption. Council Member Dalbey seconded the motion to adopt. The roll was called and the vote was:

AYES: Stevens, Meyers, Berg, Dalbey, Roe

NAYS: None

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION NO: 160-2020

A RESOLUTION APPROVING AND AUTHORIZING AN AMENDMENT TO LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF OTTUMWA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE REISSUANCE OF THE SEWER REVENUE CAPITAL LOAN NOTE, SERIES 2010 (RATE RESET), OF THE CITY

WHEREAS, the City of Ottumwa (hereinafter the "Issuer") previously issued its Sewer Revenue Capital Loan Note, Series 2010, dated January 27, 2010, in the amount of \$5,426,000 (in addition to a forgivable loan note in the amount of \$2,000,000) (hereinafter the "Note") currently outstanding in the amount of \$4,697,000, pursuant to a Loan and Disbursement Agreement between the Issuer and the Iowa Finance Authority, dated of like date (the "Agreement"), for the purpose of defraying the costs of the Project (as defined in the resolution authorizing issuance of the same (hereinafter the "Resolution")); and

WHEREAS, the Iowa Finance Authority, as Original Purchaser and current holder of the Notes, has authorized a reduction in the interest rate on the Notes to 1.75%; and

WHEREAS, an Amendment to the Loan and Disbursement Agreement (hereinafter the "Amendment") has been prepared to reflect said interest rate reduction, a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to IRS regulations adoption of the Amendment constitutes a reissuance of the Notes.

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

- Section 1. That the Resolution is hereby amended to reflect the interest rate reduction to 1.75% per annum on the outstanding principal amount from and after June 1, 2020 for the remainder of the life of the Notes.
- Section 2. That the Amendment in substantially in the form attached to this Resolution is hereby authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.
- Section 3. That the Supplemental Tax Certificate regarding the uses of proceeds and the system is hereby approved. The Finance Director is directed to execute the same.

Section 4. Except as amended herein, all of the other terms and conditions of the Resolution and Agreement are in all respects ratified, confirmed and approved and shall remain in full effect.

PASSED AND APPROVED this 21^h day of July 2020.



Mayor

ATTEST:



City Clerk

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 21st day of July, 2020.

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

(SEAL)

EXHIBIT A
AMENDMENT TO LOAN AND DISBURSEMENT AGREEMENT

The Loan and Disbursement Agreement (Sewer Revenue) (the "Agreement") entered into as of January 27, 2010 by and between the City of Ottumwa, Iowa (the "City" or "Issuer") and the Iowa Finance Authority, as lender (the "Lender") relating to a loan from the Lender to the City in the original amount of \$5,426,000 (in addition to a forgivable loan note in the amount of \$2,000,000), currently outstanding in the aggregate amount of \$4,697,000, is hereby amended as follows:

1. The applicable interest rate for the Agreement shall be changed to 1.75%, effective as of June 1, 2020, and the Agreement shall thereafter be payable in accordance with the debt service schedule attached hereto and incorporated herein by this reference.
2. Except as amended herein, all of the other terms and conditions of the Agreement are in all respects ratified, confirmed and approved and shall remain in full effect.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the 21st day of July 2020.

(SEAL)

CITY OF OTTUMWA, IOWA

By:



Mayor

Attest:



City Clerk

IOWA FINANCE AUTHORITY

By: _____
Executive Director

01739815-1\10981-000

SUPPLEMENTAL TAX CERTIFICATE
OF
OTTUMWA, IOWA

The undersigned officer of the City of Ottumwa, Iowa (the "City"), hereby certifies as follows:

1. The Council of the City of Ottumwa ("Council"), acting at a meeting duly called and held on July 21, 2020, has authorized the execution and delivery of an Amendment to the Loan and Disbursement Agreement originally dated as of January 27, 2010 ("Agreement") by and between the Council and the Iowa Finance Authority ("Purchaser"), and approved a resolution ("Supplemental Resolution") amending the resolution approved by the Council on January 11, 2010 ("Original Bond Resolution"), which Original Bond Resolution authorized the issuance and delivery of a \$5,426,000 (in addition to a forgivable loan note in the amount of \$2,000,000) Sewer Revenue Capital Loan Note, Series 2010, dated January 27, 2010, of the City ("Original Note").

2. The officer whose name, title and signature appears below was, on the date or dates of the execution of the instruments referred to in paragraph 1 hereof, and is on the date hereof, the duly elected and qualified incumbent of the office of the City set opposite the name and signature appearing below, and such signature is the genuine signature of said officer.

3. We have reviewed the representations, covenants and warranties contained in the Tax Exemption Certificate dated January 27, 2010 ("Tax Certificate") executed on behalf of the City in connection with the issuance of the Original Note. A true and accurate copy of the Tax Exemption Certificate is attached hereto as Exhibit A.

4. The description of the Project set forth in Section II of the Tax Certificate accurately describes the Project as constructed and as it exists and is used as of the date hereof, and there has been no change in the use of the Project since the Original Note was issued.

5. The construction of the Project has been completed, and all of the proceeds of the Original Note were expended on the costs of the Project, in the amounts and as described Sections II and III of the Tax Certificate.

6. Not more than 10% of the proceeds of the Original Note or the facilities financed thereby, are to be used (directly or indirectly) or were used in a trade or business carried on by any person (other than a governmental unit), and not more 10% of the payment of the principal of or interest on the Original Note is (directly or indirectly): (i) secured by any interest in property used or to be used in such trade or business or payments in respect of such property; or (ii) derived from payments (whether or not to the City) in respect of property or borrowed money used or to be used in such a trade or business, all within the meaning of Section 141(a) of the Code.

7. During the term of the Original Note, and at all times prior to the date hereof, no private business use will be made or has been made of the Project, and no payments or security will be made or furnished or has been made or furnished that would cause the Original Note to be a "private activity bond" within the meaning of Section 141 of the Code and applicable regulations.

8. The reissuance of the Original Note involves outstanding obligations in the amount of \$4,697,000 which were previously designated by the Issuer as "qualified tax exempt obligations" as defined in Section 265(b)(3) of the Tax Code. Pursuant to Subsection (D) of that Section, said amount retains the prior designation.

9. The covenants of the City contained in the Tax Certificate are hereby ratified, confirmed and approved and shall continue to be binding upon the City as if set forth fully herein. This certificate is intended and is being delivered in order to meet the requirements of Section 148 of the Internal Revenue Code of 1986, as amended, and Treasury Regulation 1-148(2)(b).

IN WITNESS WHEREOF, the undersigned has hereunto set my hand as of the 21st day of July, 2020.

CITY OF OTTUMWA, IOWA

By:



Finance Director

01739482-1\10787-000

Ottumwa
 *** Effective 6.1.20 ***



PARTNERSHIP WITH THE IOWA FINANCE AUTHORITY
AND THE IOWA DEPARTMENT OF NATURAL RESOURCES

Loan ID CS0257R
Dated Date 1/27/2010
Loan Amount \$5,426,000.00
Interest Savings \$714,362.50

Date	Current Schedule			New Debt Schedule			
	Principal	Current Interest 3.00%	Servicing Fee	Principal	New Interest 1.75%	Servicing Fee	New Annual Debt Service
12/1/2020		70,455.00			41,098.75		
6/1/2021	159,000.00	70,455.00	11,742.50	159,000.00	41,098.75	11,742.50	252,940.00
12/1/2021		68,070.00			39,707.50		
6/1/2022	165,000.00	68,070.00	11,345.00	165,000.00	39,707.50	11,345.00	255,760.00
12/1/2022		65,595.00			38,263.75		
6/1/2023	170,000.00	65,595.00	10,932.50	170,000.00	38,263.75	10,932.50	257,460.00
12/1/2023		63,045.00			36,776.25		
6/1/2024	175,000.00	63,045.00	10,507.50	175,000.00	36,776.25	10,507.50	259,060.00
12/1/2024		60,420.00			35,245.00		
6/1/2025	181,000.00	60,420.00	10,070.00	181,000.00	35,245.00	10,070.00	261,560.00
12/1/2025		57,705.00			33,661.25		
6/1/2026	187,000.00	57,705.00	9,617.50	187,000.00	33,661.25	9,617.50	263,940.00
12/1/2026		54,900.00			32,025.00		
6/1/2027	193,000.00	54,900.00	9,150.00	193,000.00	32,025.00	9,150.00	266,200.00
12/1/2027		52,005.00			30,336.25		
6/1/2028	199,000.00	52,005.00	8,667.50	199,000.00	30,336.25	8,667.50	268,340.00
12/1/2028		49,020.00			28,595.00		
6/1/2029	206,000.00	49,020.00	8,170.00	206,000.00	28,595.00	8,170.00	271,360.00
12/1/2029		45,930.00			26,792.50		
6/1/2030	213,000.00	45,930.00	7,655.00	213,000.00	26,792.50	7,655.00	274,240.00
12/1/2030		42,735.00			24,928.75		
6/1/2031	219,000.00	42,735.00	7,122.50	219,000.00	24,928.75	7,122.50	275,980.00
12/1/2031		39,450.00			23,012.50		
6/1/2032	227,000.00	39,450.00	6,575.00	227,000.00	23,012.50	6,575.00	279,600.00
12/1/2032		36,045.00			21,026.25		
6/1/2033	234,000.00	36,045.00	6,007.50	234,000.00	21,026.25	6,007.50	282,060.00
12/1/2033		32,535.00			18,978.75		
6/1/2034	242,000.00	32,535.00	5,422.50	242,000.00	18,978.75	5,422.50	285,380.00
12/1/2034		28,905.00			16,861.25		
6/1/2035	249,000.00	28,905.00	4,817.50	249,000.00	16,861.25	4,817.50	287,540.00
12/1/2035		25,170.00			14,682.50		
6/1/2036	258,000.00	25,170.00	4,195.00	258,000.00	14,682.50	4,195.00	291,560.00
12/1/2036		21,300.00			12,425.00		
6/1/2037	266,000.00	21,300.00	3,550.00	266,000.00	12,425.00	3,550.00	294,400.00
12/1/2037		17,310.00			10,097.50		
6/1/2038	275,000.00	17,310.00	2,885.00	275,000.00	10,097.50	2,885.00	298,080.00
12/1/2038		13,185.00			7,691.25		
6/1/2039	284,000.00	13,185.00	2,197.50	284,000.00	7,691.25	2,197.50	301,580.00
12/1/2039		8,925.00			5,206.25		
6/1/2040	293,000.00	8,925.00	1,487.50	293,000.00	5,206.25	1,487.50	304,900.00
12/1/2040		4,530.00			2,642.50		
6/1/2041	302,000.00	4,530.00	755.00	302,000.00	2,642.50	755.00	308,040.00
	4,697,000.00	1,714,470.00	142,872.50	4,697,000.00	1,000,107.50	142,872.50	5,839,980.00

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

Under Internal Revenue Code section 149(e)
See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Ottumwa, Iowa		2 Issuer's employer identification number (EIN) 42-6005094
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 105 East Third Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Ottumwa, Iowa 52501-2904		7 Date of issue July 21, 2020
8 Name of issue Reissuance of Sewer Revenue Capital Loan Notes, Series 2010		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Kala Mulder, Director of Finance		10b Telephone number of officer or other employee shown on 10a 641-683-0600

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education			
12 Health and hospital			
13 Transportation			
14 Public safety			
15 Environment (including sewage bonds)			
16 Housing			
17 Utilities			
18 Other. Describe Reissuance due to interest rate reduction		4,697,000	00
19a If bonds are TANs or RANs, check only box 19a <input type="checkbox"/>			
b If bonds are BANs, check only box 19b <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/>			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2041	\$ 4,697,000	\$ 4,697,000	12.167 years	1.7500 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

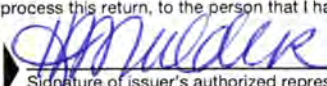
22 Proceeds used for accrued interest		22	-0-	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	4,697,000	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0		
25 Proceeds used for credit enhancement	25	0		
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	4,697,000	00	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	0		
29 Total (add lines 24 through 28)	29	4,697,000	00	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	0		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	12.167	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	N/A	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	06/01/2020	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)		01/27/2010	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	-0-
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	-0-
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	-0-
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶		<input checked="" type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶		<input checked="" type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	 Signature of issuer's authorized representative	7-21-2020 Date	Kala Mulder, Finance Director Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Kristin Billingsley Cooper				P02001942
	Firm's name ▶ Ahlers & Cooney, P.C.	Firm's EIN ▶ 42-1323559		Phone no. 515-243-7611	
Firm's address ▶ 100 Court Avenue, Suite 600, Des Moines, Iowa 50309					

City of Ottumwa

Staff Summary

Council Meeting of: July 21, 2020

Item No. 161-2020

Kala Mulder

Prepared By

K Mulder

Finance Department

Department

Department Head

Ally Rta

City Administrator

Agenda Title: Resolution Number 161-2020 Authorizing the transfer of \$22,548.69 from the Wildwood Highway 34 Urban Renewal Area Fund to the General Fund for a partial repayment of monies advanced.

.....
Purpose: Transfer of funds to repay General Fund monies advanced.

Recommendation: Pass and Adopt Resolution No. 161-2020

Discussion: The transfer of funds is a partial repayment of monies advanced to the WW Hwy34 URA Fund.

RESOLUTION NO. 161-2020

A RESOLUTION AUTHORIZING THE TRANSFER OF \$22,548.69 FROM THE WILDWOOD HIGHWAY 34 URBAN RENEWAL AREA FUND TO THE GENERAL FUND FOR A PARTIAL REPAYMENT OF MONIES ADVANCED.


WHEREAS, The General Fund advanced the Wildwood Highway 34 Urban Renewal Area fund monies to assist with the initial bond payment of the fund and

WHEREAS, there are funds available to repay a portion of the advance.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA THAT: the Finance Director transfer \$22,548.69 from the Wildwood Highway 34 Urban Renewal Ara Fund to the General Fund for a partial repayment of monies advanced.


APPROVED, PASSED, AND ADOPTED this 21st day of July 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

FILED

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 21, 2020

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution No. 162 - 2020, a Resolution by the Ottumwa City Council fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, Iowa

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

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

RECOMMENDATION: Pass and adopt Resolution No. 162 - 2020

DISCUSSION: The City abated nuisances at the properties on this resolution and then billed the owners for the cost of the abatement. No payments were received so these assessments will be placed on the property taxes. Assessments total \$1,444.00 and are for general property clean - up.

Source of Funds: 001-3-341-6499

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 162 – 2020

A RESOLUTION BY THE OTTUMWA CITY COUNCIL FIXING AN AMOUNT FOR ABATING A NUISANCE AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA

WHEREAS, the nuisances existing on properties located at 221 Clem, 822 N. Court, 1934 E. Main and 250 S. Ward were abated by the City of Ottumwa; and

WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax; and

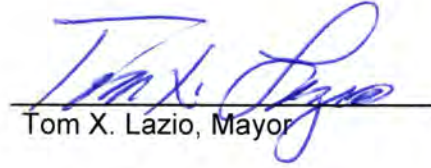
WHEREAS, said costs are as follows:

1. 221 Clem – legal description – All except the Southwest 50 feet of Lot 3 in Summer's Subdivision of Lots 7 and 11 and parts of Lots 8,9,10, 12 and 14 of Summer's Addition to the City of Ottumwa, Wapello County, Iowa, owner Nicasius A. Awungdeh and the nuisance abatement costs are \$264.25 – Parcel #007414070005000.
2. 822 N. Court - legal description – A part of Lots 3 and 4 in Summit Place, an Addition to the City of Ottumwa, Wapello County, Iowa, described as follows: Beginning at the Northwest corner of Lot 4 in Summit Place, an Addition to the City of Ottumwa, Iowa, this corner being an intersection of the East line of North court Street and the South line of Pennsylvania Ave., thence South along the East line of North court Street 105 feet; thence East 190 feet to the West line of Lot sold to Bertha Riseman; thence North 105 feet to the South of Pennsylvania Avenue; thence West 190 feet to the point of beginning. Also a parcel of ground of the public alley which runs to the East of Lot 4 and Lot 3 in Summit Place, and described as follows: Commencing at the pint of intersection of the South line of Pennsylvania Ave. and the West line of said public alley; thence South along the said line of said alley 150 feet to the point of beginning; thence South along the West line of said alley 30 feet; thence West 58 feet; thence North 30 feet; thence East 58 feet to the point of beginning. Also a perpetual easement to run with said premises for Driveway purposes only over and across the following premises; Commencing at the point of intersection between the South line of Pennsylvania Ave., and the West line of the public alley running along the East end of Lot 4 and Lot 3 in summit Place; thence South 130 feet along the west line of said alley to the point of beginning; thence West 60 feet; thence North 25 feet; thence West 16 feet; thence South 45 feet; thence East 76 feet; thence North 20 feet to the place of beginning, owner Lynn Investment Holdings LLC and the nuisance abatement costs are \$426.25 – Parcel #007411440021000.
3. 1934 E. Main – legal description – Lot 5 in Stiles Place an Addition to the City of Ottumwa, Wapello County, Iowa, owners Mark and Mary Welch, and the nuisance abatement costs are \$354.25 – Parcel #007411410007000.
4. 250 S. Ward – legal description – The South 41 ¼ feet of the West Half of the South Half of Lot 15 in M.M. Williams Addition to the City of Ottumwa, Wapello County, Iowa, owner Roy E. Henry and the nuisance abatement costs are \$399.25 – Parcel #007417330016000.

NOW, THEREFORE BE IT RESOLVED THAT the foregoing amounts are assessed against the respective properties as set forth hereinabove.

Passed and adopted this 21st day of July 2020

City of Ottumwa, Iowa


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

FILED

2020 JUL 15 AM 9:59

CITY OF OTTUMWA

STAFF SUMMARY

Council Meeting of: July 21, 2020

ITEM NO. _____

Katy King

Prepared By

Administration

Department

Philip Rath *Philip Rath*

Department Head

AGENDA TITLE: Resolution #163-2020 adopting City of Ottumwa Policy to be in full compliance with Title VI of the Civil Rights Act of 1964, related statutes and regulations concerning discrimination and to designate a Title VI Coordinator. This Resolution is rescinding Resolution 124-2020 which listed former City Attorney/HR Manager as the Title VI Coordinator.

PURPOSE: Approve a City Policy in compliance with Title VI of the Civil Rights Act of 1964, related statutes and regulations concerning discrimination and designate a Title VI Coordinator.

RECOMMENDATION: Pass and adopt Resolution #163-2020 City Policy regarding Title VI.

DISCUSSION: This is a designation update to list Philip Rath as the Title VI Coordinator for the City of Ottumwa.

The Iowa Department of Transportation requires that the City of Ottumwa adopt a Title VI Discrimination Policy and sign a Title VI Non-Discrimination Agreement with the State of Iowa to receive Federal Aide Dollars. In addition, the State requires the City appoint a Title VI Coordinator to take discrimination complaints. This policy is required to also be stated in all contract documents that involve any State or Federal funds. It is recommended that the City Attorney be appointed as the Coordinator. The attached Notice will be placed on the City's website along with the complete Policy. It is necessary that the Mayor is authorized to sign the Agreement with the Iowa Department of Transportation confirming the City's policy. This policy has to be reviewed and approved every 5 years. Attached hereto are the required documents.

RESOLUTION No. 163-2020

**A RESOLUTION APPROVING AND ADOPTING THE CITY'S
TITLE VI COMPLIANCE POLICY.**

WHEREAS, the City's proposed Title VI Policy shall prohibit discriminatory practices in compliance with Title VI of the Civil Rights Act of 1964, related statutes and regulations; and

WHEREAS, the Iowa Department of Transportation (IDOT) requires the City to sign a Title VI Non-Discrimination Agreement with said Agency; and

WHEREAS, the Iowa Department of Transportation (IDOT) requires the City to approve a specific Policy and Agree to certain Assurances; and

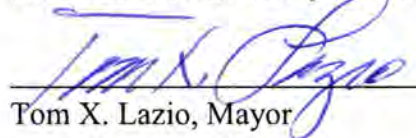
WHEREAS, the Iowa Department of Transportation (IDOT) requests the City designate a Title VI Coordinator to review and assist in the processing of complaints.

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

That the City's Title VI Policy is hereby adopted by the Ottumwa City Council. The Mayor is authorized to sign the City's Title VI Policy, to sign the Non-Discrimination Agreement with the Iowa Department of Transportation (IDOT) and the Title VI Assurances. As required by the IDOT, the City Council designates the City Administrator to be the City's Title VI Coordinator. This Resolution is rescinding Resolution 124-2020.


Approved, Passed and Adopted this 21st day of July, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

CITY of OTTUMWA, IA
Title VI Notice to the Public

The CITY of OTTUMWA, IA

The CITY OF OTTUMWA hereby gives public notice that it is the policy of the **CITY of OTTUMWA, IA** to assure full compliance with Title VI of the Civil Rights Act of 1964, related statutes and regulation provide that no person shall on the ground of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving federal funds, whether schools, colleges, government entities, or private employers, must comply with Federal civil rights laws, rather than just the programs or activities that receive federal funds.

We are also concerned about the impacts of our programs, projects and activities on low income and minority populations (“Environmental Justice”) under Title VI. Any person who believes that they are being denied participation in a project, being denied benefits of a program, or otherwise being discriminated against because of race, color, national origin, gender, age, or disability, may contact:

Title VI Coordinator Philip Rath or
City of Ottumwa
641-683-0600

Civil Rights Coordinator – IA DOT
Bureau of Civil Rights
800-262-0003 or 515-262-1921

YOU SHOULD CONTACT THE ABOVE INDIVIDUAL OR IOWA DOT OFFICE AS SOON AS POSSIBLE BUT NO LATER THAN 180 DAYS AFTER THE ALLEGED DISCRIMINATION OCCURRED, OR IF THERE HAS BEEN A CONTINUING COURSE OF CONDUCT, NO LATER THAN 180 DAYS AFTER THE ALLEGED DISCRIMINATION WAS DISCONTINUED. CONTACT THE CIVIL RIGHTS COORDINATOR TO GET MORE INFORMATION ON THE IOWA DOT’S TITLE VI PROGRAM.

Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
CITY of OTTUMWA, IOWA

Agency Information

Name and title of administrative head:

Name: Tom Lazio Title: Mayor, City of Ottumwa, IA

Address: 105 East 3rd Street

City: Ottumwa State: IA ZIP Code: 52501 County: Wapello County

Phone/FAX: 641-683-0600/n/a Email: mayor@ottumwa.us

Name and title of designated Title VI coordinator:

Name: Philip Rath Title: Title VI Coordinator/Ottumwa City Administrator

Address: 105 East 3rd Street

City: Ottumwa State: IA ZIP Code: 52501 County: Wapello County

Phone/FAX: 641-683-0625/n/a Email: rathp@ottumwa.us

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, CITY of OTTUMWA, IOWA has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Office of Employee Services – Civil Rights
800 Lincoln Way
Ames, Iowa 50010
515-239-1422
515-817-6502 (fax)
dot.civilrights@iowadot.us

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
- a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.

6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.

- a) Name, address and phone number of the complainant.
- b) Name(s) and address(es) of alleged discriminating official(s).
- c) Basis of complaint (i.e., race, color, national origin, gender).
- d) Date of alleged discriminatory act(s).
- e) Date of complaint received by the LPA.
- f) A statement of the complaint.
- g) Other agencies (state, local or federal) where the complaint has been filed.
- h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.

7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION


CITY of OTTUMWA, IOWA

Signature

Bureau Chief of Bureau of Civil Rights, IA DOT

Printed Name and Title

Date



Signature

TOM IAZIO, Mayor, City of Ottumwa, Iowa

Printed Name and Title



Date

Title VI Non-discrimination Policy Statement

The CITY of OTTUMWA, IOWA, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's Philip Rath, City of Ottumwa Administrator, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.



Signature

Tom Lazio, Mayor, City of Ottumwa, Iowa

Printed Name and Title



Date

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The CITY of OTTUMWA, IA _____ (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure 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," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The CITY of OTTUMWA, IA _____, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, CITY of OTTUMWA, IA also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the **FHWA** access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the **FHWA**. You must keep records, reports, and submit the material for review upon request to **FHWA**, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

CITY of OTTUMWA, IA gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on **Iowa**, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

CITY of OTTUMWA, IA

(Name of Recipient)

by



(Signature of Authorized Official)

DATED

July 21, 2020

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the CITY of OTTUMWA, IA will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the CITY of OTTUMWA, IA all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto CITY of OTTUMWA, IA and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the CITY of OTTUMWA, IA, its successors and assigns.

The CITY of OTTUMWA, IA, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will 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 with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the CITY of OTTUMWA, IA will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the CITY of OTTUMWA, IA pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, CITY of OTTUMWA, IA will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the CITY of OTTUMWA, IA will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the CITY of OTTUMWA, IA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by CITY of OTTUMWA, IA pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, CITY of OTTUMWA, IA will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, CITY of OTTUMWA, IA will there upon revert to and vest in and become the absolute property of CITY of OTTUMWA, IA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

FILED

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 21, 2020

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan *KCF*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution No. 164 - 2020, a resolution approving Addendum No. 1 to the Noncommercial trash, recyclables, bulky items and yard waste request for proposal and contract within the City of Ottumwa, Iowa beginning July 4, 2021

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

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

RECOMMENDATION: Approve, pass and adopt Resolution No. 164 - 2020

DISCUSSION: Addendum No. 1 was created as result of comments and concerns from Contractors at the public meeting July 9, 2020 held to explain and discuss the Request for Proposal and Contract for the next trash, recycling, bulky item and yard waste collection contract. There were Contractors representing 4 collection companies at the July 9th meeting and one Contractor who sent questions and comments by email. This resolution approves 3 changes to the RFP and/Contract and the resolution and addendum are attached.

RESOLUTION NO 164 – 2020

A RESOLUTION APPROVING ADDENDUM NO. 1 TO THE NONCOMMERCIAL TRASH, RECYCLABLES, BULKY ITEMS AND YARD WASTE REQUEST FOR PROPOSAL (RFP) AND CONTRACT WITHIN THE CITY OF OTTUMWA, IOWA BEGINNING JULY 4, 2021

WHEREAS, the City of Ottumwa requires all residential dwellings of four units or less to subscribe to the City's trash and recycling collection services; and

WHEREAS, the City of Ottumwa approved Resolution No. 140 – 2020 authorizing the solicitation of bids for the above described collection service; and

WHEREAS, as part of the Request for Proposal process a public meeting of interested contractors was held on July 9, 2020; and

WHEREAS, as a result of questions and concerns expressed at the July 9, 2020 meeting several changes to the RFP and Contract were suggested; and

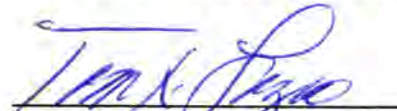
WHEREAS, three changes to the noncommercial trash, recyclables, bulky items and yard waste Request for Proposal and Contract, released on June 17, 2020 are included in Addendum No. 1 and said Addendum No. 1 is attached to this resolution.

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

Addendum No. 1 to the Noncommercial Refuse, Recyclables, Bulky Items and Yard Waste RFP dated June 17, 2020, the Noncommercial Refuse, Recyclables, Bulky Items and Yard Waste and the Contract dated July 4, 2021 to June 28, 2031 is approved by the Ottumwa City Council and staff is authorized to release it to contractors and the public.

Approved, Passed and Adopted this 21st day of July 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

ADDENDUM NO. 1 TO THE NONCOMMERCIAL REFUSE, RECYCLABLES, BULKY ITEMS AND YARD WASTE REQUEST FOR PROPOSAL DATED JUNE 17, 2020 AND THE NONCOMMERCIAL REFUSE, RECYCLABLES, BULKY ITEMS AND YARD WASTE CONTRACT DATED JULY 4, 2021 TO JUNE 28, 2031

The Contract will be amended to state that all customers, upon request, will receive up to one replacement recycling container at no cost during the life of the contract. This amends existing language on page 10 of the Contract, Section 4.13, that states that "The Contractor will provide and distribute recycling containers to any new residents and replacement containers at no cost, as necessary, within the assigned territory".

The Request for Proposal and Contract will be amended to state that contractors may begin collections at 5:00 A.M. from Memorial Day – Labor Day. This amends existing language on pages 7, 8, and 9 that states a 5:00 A.M. start time is linked to a Heat Index of 105° in the RFP and amends similar language on page 10, Section 5.1, of the Contract.

The Request for Proposal will be amended to allow contractors to submit an alternative proposal in response to the Request for Proposal in addition to submitting a response to the RFP as written. In order for an alternative proposal to be seriously considered it must demonstrate how the alternative will provide better and/or more cost effective service to customers than if the conditions in the RFP were strictly followed.

The changes in this addendum approved on July 21, 2020 by Resolution No. 164 – 2020.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILED
2020 JUL 16 PM 2:12

Council Meeting of: July 21, 2020

Engineering Department
Department

Alicia Bankson
Prepared By
Darryl Seals
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #165-2020. Awarding the contract for the WPCF – Rebidding Final Clarifier Select Repainting 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 #165-2020.

DISCUSSION: This project consists of recoating the bridge and structure along with the perimeter effluent trough for the Final Clarifiers at the Water Pollution Control Facility. The base bid received was for the North Final Clarifier with alternate bid #1 for the South Final Clarifier bridge and structure. And Alternate Bid #2 for the South Final Clarifier perimeter effluent trough. This project was originally bid back in April; however, only two bids were received with the low base bid of \$104,632.83. Staff recommended rejection of the bids and rebid with revised scope.

Bids were received and opened by the City of Ottumwa on July 1, 2020 at 2:00 p.m. Four contractors and Master Builders of Iowa were notified of the project. Due to a technical problem, a plan holders list was not generated for this project. Three (3) bids were received. The low bidder is Willco, Inc. of Omaha, Nebraska. Staff is recommending Council approve the contract award to Willco in the base bid amount of \$49,100.00.

Engineer's Opinion of Cost: Base Bid: \$50,000.00, Alternate Bids: \$50,000.00

Funding: \$60,000 WPCF Fund Balance

Bid Tab and Original Bid Tab are attached.

RESOLUTION #165-2020

A RESOLUTION AWARDING THE CONTRACT FOR THE
WPCF FINAL CLARIFIER SANDBLASTING, PRIMING AND PAINTING 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, Willco, Inc. of Omaha, Nebraska in the amount of \$49,100.00.

APPROVED, PASSED, AND ADOPTED, this 21st day of July 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



**WPCF – Rebid Final Clarifier Select Repainting - 2020
Bid Tabulation
July 1, 2020 2:00 PM**

Company Name	Base Bid	Add Alternate #1	Add Alternate #2
Willco, Inc.	\$49,100.00	\$24,550.00	\$24,550.00
A1A Sandblasting (Iowa)	\$62,000.00	\$116,000.00	\$72,000.00
Allen Blasting and Coating	\$96,607.00	\$60,693.00	\$35,914.00
Engineer's Opinion of Cost	\$50,000.00	\$25,000.00	\$25,000.00

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE PROPOSALS RECEIVED July 1, 2020 AT 2:00 PM.
Dwight L. Dohlman, P.E.

WPCF – Final Clarifier Sandblasting, Priming and Painting 2020

Bid Tabulation

April 29, 2020 2:00 PM

Company Name	Base Bid	Add Alternate #1	Add Alternate #2
Allen Blasting and Coating, Inc.	\$104,632.83	\$63,734.88	\$38,897.95
Mongan Painting Company, Inc.	\$142,620.00	\$135,312.00	\$7,308.00

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE PROPOSALS RECEIVED April 29, 2020 AT 2:00 PM.
 Dwight L. Dohlman, P.E.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILED
2020 JUL 16 PM 2:12
CITY OF OTTUMWA

Council Meeting of: July 21, 2020

Engineering Department
Department

Alicia Bankson
Prepared By
Darryl Seals
Department Head

R. H. Pitt
City Administrator Approval

AGENDA TITLE: Resolution #166-2020. Approve Change Order #6 for the Main Street (Downtown Streetscape) Reconstruction Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #166-2020.

DISCUSSION: Change Order #6 addresses costs associated with additional sewer separation.

During construction, a brick arch sewer wall failure was discovered. To prevent future failures under the new pavement at the Market and Main Intersection, we replaced 127 LF of 42" sewer main.

Additional cost for water services from curb stop to building in 200 block and new 42" RCP sewer in Main/Market intersection to replace existing, various 2" water service revisions.

Change Order #6 increases the contract amount by \$62,995.96. The new contract sum is \$5,208,439.29.

Funding:	<u>Grants</u>
CDBG	\$ 800,000 50/50 City and Legacy
Water Quality	\$ 55,000
Legacy	\$1,946,000
City of Ottumwa	\$2,670,000
OWW	<u>\$ 511,665</u>
Total	\$5,982,665

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

Base bid	\$5,096,359.30	
CO 1	\$ 30,194.36	
CO 2	\$ 3,987.50	
CO 3	\$ 8,139.72	
CO 4	\$ 11,885.50	
CO 5	\$ (5,123.05)	
CO 6	\$ 62,995.96	
New Contract Sum	\$5,208,439.29	Portzen Contract
Resident Engineer	\$ 300,000.00	Garden & Associates Contract.

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #166-2020

A RESOLUTION APPROVING CHANGE ORDER #6 FOR THE EAST MAIN
RECONSTRUCTION PROJECT

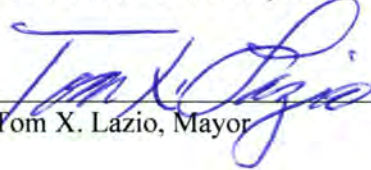
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Portzen Construction, Inc. of Dubuque, Iowa for the above referenced project; and

WHEREAS, Change Order #6 increases the contract amount by \$62,995.96 resulting in a new contract sum of \$5,208,439.29;

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 21st day of July, 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



Section 640
CHANGE ORDER

Project: Ottumwa Main Street To Contractor: PORTZEN CONST.

Change Order Number: 6

The Contract is changed as follows:

Water services from curb stop to building in 200 block (Summary Attached)	7-Jul-20 \$19,327.62
	\$0.00
New 42" RCP Sewer in Main/Market intersection to replace existing, various 2" water service revisions	\$43,668.34
	\$0.00
	\$0.00
(summaries for all listed above, are attached)	\$0.00
	\$0.00
Total:	\$62,995.96

Base bid amount \$5,096,359.30

NEW PROJECT TOTAL \$5,208,439.29

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	\$5,096,359.30
Net change by previously authorized Change Orders	\$49,084.03
The Contract Sum prior to this change order	\$5,145,443.33
The Contract Sum will be <u>increased</u> by this change order in the amount of	\$62,995.96
The new Contract Sum including this change order	\$5,208,439.29
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 Deeds
ENGINEER/
DIRECTOR OF PUBLIC WORKS

7-16-2020
DATE

PORTZEN CONST.
CONTRACTOR

BY *Dennis R. Heilbrunn*

7-7-20
DATE
Project Manager
TITLE



Change Order Request

Ottumwa Main St.
Project #19-13

May 18, 2020
Larry Seals
City of Ottumwa

Change Order Request 6
Pages 1

We propose to provide equipment, labor, and materials to complete the following change order:

Installing 42" RCP for Sanitary in the Market / Main St. Intersection and Installing a 2" Water Service into an Empty Lot

As-Built Qty = 124.8

Description	Qty	Unit	Cost	Total
1 42" RCP for Sanitary	127	LF	\$ 283.55	\$ 36,011.15
2 Removal of Existing Sanitary	1	LF	\$ 17.00	17.00
3 2" Water Service Bill From DP Plumbing	1	LS	\$ 2,366.70	2,366.70
4 2" Water Service Bill From Portzen Includes the Spray Foam, Corps. and Excavation/Backfill	1	LS	\$ 5,324.00	5,324.00
5 Fix Existing Leaking Water Service @ 210 E. Main St.	1	LS	\$ 965.00	965.00
6 Smash Existing 2" Copper @ 224 E. Main St. There was no Existing Curb Stop	1	LS	\$1,050.00	\$1,050.00
				46,999.85

Handwritten notes: 32,891.04 and 2,121.61 are written next to the total column.

Total Additions or (Deductions) from the contract:

\$ 46,999.85

Total Contract Adjustment requested:

\$ ~~46,999.85~~

If you have any questions regarding this proposal, please contact our office.

43,668.34

Sincerely,
Mike Portzen Jr.
Project Manager

KIR

Please Sign if Proposal is ACCEPTED

Authorized Person(s)

Sign: _____
Date: _____

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Jul 21, 2020

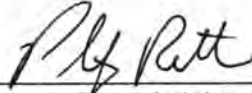
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 167-2020 - Approving the renewal of a funding agreement between the City of Ottumwa and the Greater Ottumwa Convention and Visitors Bureau, Inc.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 167-2020.

DISCUSSION: On August 28, 2018 the Greater Ottumwa Convention and Visitors Bureau filed Articles of Incorporation to segregate its operation from the Bridge View Center, Inc. As a result the City council reassigned its funding agreement with BVC, Inc on September 4, 2018. This provided for the direct allocation of the percentage of the hotel/motel tax to CVB for the benefit of convention and tourism activities.

The agreement signed on Sept. 4 was a two-year agreement to end on June 30, 2020. Additionally, the Agreement provided for an automatic renewal following action by both parties. Alternatively, either party could offer amendments or alterations to the Agreement.

Source of Funds: Hotel / motel tax revenue

Budgeted Item:



Budget Amendment Needed:

RESOLUTION NO. 167-2020

**RESOLUTION APPROVING THE RENEWAL OF A FUNDING AGREEMENT
BETWEEN THE CITY OF OTTUMWA AND THE GREATER OTTUMWA
CONVENTION AND VISITORS BUREAU, INC.**

WHEREAS, the City Council is desirous of promoting convention and tourism activities in the City of Ottumwa; and

WHEREAS, the City of Ottumwa entered into an Agreement with Bridge View Center, Inc. and the Greater Ottumwa Convention and Visitors Bureau, Inc. on September 4, 2018 to reassign the portion of the hotel/motel tax for funding convention and tourism activities to the Convention and Visitors Bureau; and

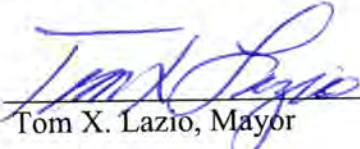
WHEREAS, the City desires that the 35% of hotel/motel tax allocated to the Greater Ottumwa Convention and Visitors Bureau continue for another two years; and

WHEREAS, the terms of the Agreement provide for an automatic renewal of another two year period; July 1, 2020 through June 30, 2022 following action by each party.


NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that approval of the automatic renewal of the funding agreement between the City of Ottumwa and the Greater Ottumwa Convention and Visitors Bureau, Inc. is granted and that the Mayor and the City Clerk of the city of Ottumwa, Iowa, are hereby authorized and directed to execute said renewal on behalf of the City.

APPROVED, PASSED AND ADOPTED, this 21st day of July, 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

**ASSIGNMENT OF AGREEMENT
BETWEEN BRIDGEVIEW CENTER, INC. AND THE CITY OF OTTUMWA, IOWA
TO THE GREATER OTTUMWA CONVENTION & VISITOR'S BUREAU, INC.**

THIS ASSIGNMENT is made and entered into this 4th day of September, 2018, by and between the City of Ottumwa, Iowa, hereinafter referred to as "City", and Bridge View Center, Inc., hereinafter referred to as "Bridge View," and is accepted by the Greater Ottumwa Convention & Visitor's Bureau, Inc., hereinafter referred to as "CVB".

WITNESSETH:

WHEREAS, City is an incorporated local government organized under the laws of the State of Iowa located in Wapello County, Iowa; and

WHEREAS, Bridge View is a non-profit corporation organized pursuant to Chapter 504A of the Code of Iowa, and designated as a charitable organization pursuant to 501(c)(3) of the Internal Revenue Code; and

WHEREAS, City desires to improve and increase tourism activity in Ottumwa; and

WHEREAS, Bridge View desires to promote tourism and tourist opportunities including, but not limited to, The Beach Ottumwa, parks, campgrounds, trails, Cedar Creek Golf Course, and community events through a Convention and Visitors Bureau utilizing a schedule of events, brochures, publications, marketing and public information; and

WHEREAS, the Convention and Visitors Bureau has now been incorporated as is now known as the Greater Ottumwa Convention & Visitors Bureau, Inc., is a non-profit corporation and is eligible to directly receive the allocated proceeds of the Hotel/Motel Tax.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and payments, heretofore and hereinafter made, recited and paid, it is agreed by and between the City, Bridge View and CVB, as follows, to-wit:

1. That the Greater Ottumwa Convention & Visitors Bureau, Inc., in exchange for the payments determined by this agreement, will utilize those funds to provide Convention and Visitors Bureau services and tourism activities in cooperation with the efforts of the Ottumwa Area Chamber of Commerce, all for the benefit of City.

2. That the City will, in accordance with the formula for disbursement of hotel and motel tax revenue for tourism activities, pay to CVB the amounts due for these services. It is understood that the amount to be distributed is 35% of the 7% hotel/motel tax revenue.

3. That the terms of this Agreement shall be from July 1, 2018 through June 30, 2020 and shall be automatically renewed for another two (2) years unless otherwise amended, revoked or terminated and shall be extended by action of each party.

4. That the City shall have two representatives on the Bridge View Board and on the CVB Board as appointed by the Mayor of the City and approved by the City Council.

5. That CVB shall submit a budget annually prior to January 1st of each year for the fiscal year beginning July 1st. The budget format must be approved by the Director of Finance for the City.

6. That quarterly reports of activities and finances shall be made to the Director of Finance of the City by CVB.


7. That an annual independent audit by a Certified Public Accountant firm shall be submitted to the City within six months of the end of each fiscal year.

8. That the financial records of CVB shall be made available for inspection by representatives of the City.

9. That funds shall be disbursed by the City as received from the State of Iowa.

10. That in the event CVB dissolves its corporate status during the term of this Agreement, the payments in accordance with paragraph 2 shall be made as permitted by law. No commitments regarding any other hotel-motel tax revenues are made or implied as a part of this Agreement.

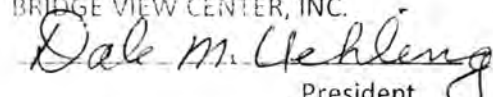
CITY OF OTTUMWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

BRIDGE VIEW CENTER, INC.


Dale M. Gehring, President

GREATER OTTUMWA CONVENTION
& VISITORS BUREAU, INC.


Joseph Kainy, President

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Jul 21, 2020

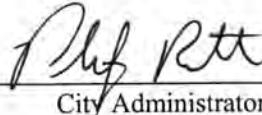
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 169-2020 - Approving an electric and telecommunications line easement to Interstate Power and Light Company for the property located at Lot 57 in Highland Park.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 169-2020.

DISCUSSION: On July 6, the City was contacted about approving an utility easement for the purpose of constructing and maintaining an electric and telecommunication line(s) across the property defined as Lot 57 in Highland Park. City staff and legal counsel have reviewed the request and attached easement and did not foresee any issues or concerns.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 169-2020

**RESOLUTION APPROVING AN ELECTRIC AND TELECOMMUNICATIONS
LINE EASEMENT TO INTERSTATE POWER AND LIGHT COMPANY FOR
THE PROPERTY LOCATED AT LOT 57 IN HIGHLAND PARK**

WHEREAS, Interstate Power and Light Company desires to construct an underground electric and telecommunications easement over, under, across and through the described parcel; as generally depicted on Exhibit "A," attached hereto and made a part hereof, which will necessitate entry upon premises owned by the City of Ottumwa, Iowa; a Municipal Corporation; and

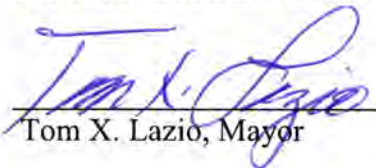
WHEREAS, the City of Ottumwa, Iowa is willing to permit Interstate Power and Light Company to enter upon its premises for such purpose; and

WHEREAS, Interstate Power and Light Company has prepared an easement and forwarded said easement to the City on July 6, 2020, covering said land shown on the plat attached to said easement and which track of land is lying in Parcel #007413500070000 described as Lot 57 in Highland Park, an Addition to the City of Ottumwa, Wapello County, Iowa.


NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, THAT: the easement covering the land herein described and given by the City of Ottumwa, Iowa be and the same is hereby accepted and said easement hereby approved and the Mayor and the City Clerk of the city of Ottumwa, Iowa, are hereby authorized and directed to sign and execute said easement for and on behalf of the City of Ottumwa, Iowa.

APPROVED, PASSED AND ADOPTED, this 21st day of July, 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Ottumwa, Iowa** ("Grantor(s)"), ADDRESS: **Ottumwa, Iowa** do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, ("Grantee") a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "*Line*" or "*Lines*") for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of **Wapello**, and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this 21 day of July, 2020.

GRANTOR(S):
City of Ottumwa, Iowa

By: Tom X. Lazio

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa
COUNTY OF Wapello ss:

On this 21st day of July, AD. 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared

Tom X. Lazio

to me personally known

or _____ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL Katy King
(Sign in Ink)
Katy King
(Print/type name)

Notary Public in and for the State of Iowa
My Commission Expires: January 23, 2023

CAPACITY CLAIMED BY SIGNER

____ INDIVIDUAL
____ CORPORATE
Title(s) of Corporate Officers(s):

____ N/A
____ Corporate Seal is affixed
____ No Corporate Seal procured

____ PARTNER(s)
____ Limited Partnership
____ General Partnership

____ ATTORNEY-IN-FACT
____ EXECUTOR(s),
____ ADMINISTRATOR(s),
____ or TRUSTEE(s):
____ GUARDIAN(s)
____ or CONSERVATOR(s)
 OTHER

Municipality - Mayor.

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):
City of Ottumwa, Iowa



EXHIBIT 'A'

Easement being a 5 foot by 5 foot area, or extensions thereof, of an electric line(s) in the Northwest corner (on or adjacent) to the property of the grantor. More particularly described by placement of the facilities at the time of construction on the following described property.

Lot 57 in Highland Park, an Addition to the City of Ottumwa, Wapello County, Iowa.

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD.

ALL IN PARCEL 007413500070000 DESCRIBED BELOW



 5'X5' EASEMENT AREA
DRAFTED BY: MI-TECH SERVICES, INC.
NXC

N

NOT TO SCALE
ALLJANT #4202682

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

2020 JUL 16 PM 2:12
5/7
7/17

Council Meeting of: July 21, 2020

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals

Department Head

Rlf Pitt
City Administrator Approval

AGENDA TITLE: Resolution 170-2020. Approving Change Order #1 for Milner Street Reconstruction Project.

Public hearing required if this box is checked.

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

RECOMMENDATION: Pass and adopt Resolution #170-2020.

DISCUSSION: The following changes are included in Change Order #1:

Pig Water Main – This item consists of running a foam plug through the water main to dislodge any solids. It was requested by, and will be reimbursed by OWW.

Replace sewer pipe with water main material – This is required by specification. It is part of the water main installation and will be reimbursed by OWW.

Remove Structure – An old ditch intake was discovered under the street at the intersection with Glenwood. It had to be removed because it would have interfered with subgrade preparation and subdrain installation.

Change Start Date – The City didn't sign the contract until after the original start date of May 4, 2020 had passed. This changed the required start date to May 26, 2020 to give the contractor time to reschedule work crews.

Original Contract: \$2,492,052.72
Change Order #1: \$ 13,001.05
New Contract Total: \$2,505,053.77

Source of Funds: STBG/SWAP, ESRP

Budgeted Item: Yes

Budget Amendment Needed: No

Funding:	
City of Ottumwa:	\$1,979,057.82
Ottumwa Water Works:	<u>\$ 512,994.90</u>
	\$2,492,052.72

Budgeted

Funding Sources-Entire Project	Funding Amount
Estimated Construction Cost	\$ 2,750,000
STBG/SWAP	\$ 1,629,508
ESRP	\$ 407,377
City Budgeted	\$ 2,036,885
Ottumwa Water	\$ 512,995

Source of Funds: STBG/SWAP, ESRP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #170-2020

A RESOLUTION APPROVING CHANGE ORDER #1 FOR
THE MILNER STREET RECONSTRUCTION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Iowa Civil Contracting, Inc. of Victor, Iowa for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$13,001.05 resulting in a new contract sum of \$2,505,053.77;

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


APPROVED, PASSED, AND ADOPTED, this 21st day of July, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



CHANGE ORDER
For Local Public Agency Projects

No.: 1

Non-Substantial:

Jun 9, 2020

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): 36636

Project Number: STBG-SWAP-5825(644)--SG-90

Contract Work Type: PCC Pavement - Replace

Local Public Agency: City of Ottumwa

Contractor: Iowa Civil Contracting, Inc.

Date Prepared: July 15, 2020

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

Change Late Start Date from May 4, 2020 (adjusted to May 20, 2020 based upon contract award date) to May 26, 2020.

8001 - Add an item for Pig 12" Water Main. Run a foam pig through newly installed water main during the initial flush. Method of Measurement: Item will not be measured separately for payment. Basis of Payment: Lump Sum.

8002 - Add an item for Replace Sewer With Water Main Material. Sewer pipe is 10" or 12" diameter. Replace a minimum of 8' of sewer pipe. Work shall be in accordance with Section 2554 of the Standard Specifications. Method of Measurement: By count (Each). Basis of Payment: Contract unit price per Each.

8003 - Add an item for Removal of Intakes and Utility Accesses. Work shall be in accordance with Section 2510 of the Standard Specifications.

B - Reason for change:

Change Late Start Date - Quarantines and sick leave by City of Ottumwa employees delayed contract signing until May 5, 2020. This was after the contractual late start date of May 4, 2020. Time is for contractor to reschedule work crews.

8001 - Ottumwa Water Works requested the item be added because of past experience disinfecting large diameter water mains.

8002 - Task is required by specification for water main passing under a sewer main. It is a materially different construction activity than line items 0320 and 0330 because it is performed concurrently with water main installation.

8003 - Found a buried ditch intake under the curb. It was in the way of the water main. Decided to remove instead of pipe around the structure because it would have interfered with subgrade prep, and subdrain work.

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

Changing the Late Start Date is a no cost Change Order.

8001 - Agreed Lump Sum of $\$4,812.64 + 10\% = \$5,293.90$

8002 - Agreed Unit Price of $\$2,000 + 10\% = \$2,200$ Each

8003 - Agreed Unit Price of $\$1,006.50 + 10\% = \$1,107.15$ Each

D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):

8001 - Material costs provided are in line with local suppliers. Estimated labor hours seem reasonable based on past experience performing this activity. The price includes 10% prime contractor markup per Standard Specification 1109.03,B.,3.

8002 - Material costs provided are in line with local suppliers. Estimated labor hours seem reasonable based on past experience performing this activity. The unit price includes 10% prime contractor markup per Standard Specification 1109.03,B.,3.

8003 - Unit prices have averaged \$774.97 each (max of \$3,382.50) in the latest Summary of Awarded Contract Unit Prices. Since any removals on this project will be of unknown structures the unit price is in line with similar contracted items on previous projects.

E - Contract time adjustment:

No Working Days added

Working Days added: 2.0

Unknown at this time

Justification for selection:

Accounting ID No.(5-digit number): _____

Added one day each for Items 8002 and 8003. The time being added is based upon the actual time needed to perform the extra work. Other changes had no impact on the time required to complete the controlling item of work.

Change Order No.: _____

H. Signatures

Accounting ID No.(5-digit number): _____

Agreed: _____
Contractor _____ Date _____

Change Order No.: _____

Recommended: _____
Project Engineer _____ Date _____

Approved: _____
Person in Responsible Charge _____ Date _____

Other (optional) _____ Title _____ Date _____

Tom X. [Signature]
Contracting Authority (optional) _____ Date 7-21-2020

Other (optional) _____ Title _____ Date _____

_____ Date _____
Iowa DOT Administering Office

Approval is contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

FHWA Concurrence: _____ Date _____
Federal Highway Division Administration
(if required)

DISTRIBUTION (after fully executed on LPA projects): Original - Finance; Copies - Contractor, Project Engineer, Contracting Authority, Administering Office.

Date distributed: _____ Initials: _____