



TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 25  
Council Chambers, City Hall

August 17, 2021  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Roe, Meyers, Berg, Dalbey and Mayor Lazio.  
One Council Seat Vacant.

1. Open interviews with candidates wishing to fill vacant Council Seat.

RECOMMENDATION: Appoint preferred candidate following interviews or at the next regularly scheduled City Council Meeting.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 23 on August 3, 2021 as presented.
2. Approve Appointment of Gabriel Alvarez to the position of probationary firefighter.
3. Approve updated Salary Schedule effective July 1, 2021.
4. Approve a Memorandum of Understanding between the City of Ottumwa Wapello County for the 2021 JAG Grant.
5. Approve a revised three-year lease Agreement with Indian Hills Community College for the use of hangar at the Ottumwa Regional Airport.
6. Approve a revised maintenance Agreement between the City of Ottumwa and Indian Hills Community College to provide maintenance services for their aircraft.
7. Resolution No. 162-2021, authorizing destruction of certain records according to the Code of Iowa, 2017, as amended.
8. Beer and/or liquor applications for: Front Runners, 837 Church St., temporary extended outdoor service area for 9/18-9/19/2021; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Sports Facility Update
2. Special Work Session scheduled for September 14, 2021– discuss City Hall Remodel/HVAC
3. Broadband Update

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Beach birthday party fees.

RECOMMENDATION: Approve the fee increase for birthday parties at the Beach Ottumwa.

2. City Tree Service Contractor Bid.

RECOMMENDATION: Approve the Bid from Jerry's Tree Service for \$110 per hour for tree removal, to speed up the removal of dead, diseased, and dangerous trees in the City ROW.

3. Approve the appointment of Jay Wheaton to the full-time position of Airport Facilities Manager for the City of Ottumwa.

RECOMMENDATION: Approve the appointment of Jay Wheaton to the full-time position of Airport Facilities Manager effective August 30, 2021.

G. PUBLIC HEARING:

H. RESOLUTIONS:

1. Resolution No. 163-2021, Approving Change Order No. 1 and Change Order No. 2 and accepting the work as final and complete for the WPCF Concrete Repairs Project.

RECOMMENDATION: Pass and adopt Resolution No. 163-2021.

2. Resolution No. 164-2021, Approving submission for a REAP Grant to fund a multi-use trail from Richmond Ave and Ferry Intersection to Greater Ottumwa Park Project.

RECOMMENDATION: Pass and adopt Resolution No. 164-2021.

3. Resolution No. 165-2021, Approving Professional Services Agreement between the City of Ottumwa and Garden & Associates, LTD for the Richmond Ave. Pump Station pressure main.

RECOMMENDATION: Pass and adopt Resolution No. 165-2021.

4. Resolution No. 166-2021, Approve a Right-of-Way License Agreement between the City of Ottumwa and PEG Bandwidth IL, LLC and authorize the Mayor to sign said Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 166-2021.

5. Resolution No. 167-2021, Approving Supplemental Agreement No. 2 between the City of Ottumwa and Garden & Associates, LTD for additional Professional Engineering Services for construction surveying for the Woodland Ave Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 167-2021.

6. Resolution No. 168-2021, Approve Change Order No. 4 for the Blake's Branch Sewer Separation Phase 8, Division 1 Project.

RECOMMENDATION: Pass and adopt Resolution No. 168-2021.

I. ORDINANCES:

J. PUBLIC FORUM:

The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting time, as determined by the Mayor, will be ruled out of order. When called upon by the Mayor, step to the microphone; give your name, address and topic on which to address the Council. The Council is not likely to take any action on your comments due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department, city administrator or legal counsel for response, if relevant.

## K. PETITIONS AND COMMUNICATIONS

### ADJOURN

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



[ CITY OF ]  
O T T U M W A

**FAX COVER SHEET**

City of Ottumwa

DATE: 8/13/21 TIME: 8:30 AM NO. OF PAGES 4  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #25 to be held on  
8/17/2021 at 5:30 P.M.

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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JOB NO. 4110  
DEPT. ID 4717  
PGS. 4  
TX INCOMPLETE -----  
TRANSACTION OK 96847834  
916606271885  
96823269  
ERROR 96828482

Ottumwa Courier  
KTVO  
Ottumwa Waterworks  
Tom FM



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\*\*\* TX REPORT \*\*\*  
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JOB NO.	4110	
DEPT. ID	4717	
ST. TIME	08/13 08:28	
SHEETS	4	
FILE NAME		
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TRANSACTION OK	96847834	Ottumwa Courier
	916606271885	KTVO
	96823269	Ottumwa Waterworks
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August 16, 2021

Dear Mayor Tom Lazio and Administrator Phil Rath,

I was honored to put my name into nomination to fill the vacancy created when Councilman Skip Stevens resigned. It was a pleasure to speak to the council on some of my thoughts for the future of Ottumwa.

I have been advised that I cannot serve on both the city council and waterworks board at the same time. On the waterworks board we have the responsibility to create infrastructure to provide water to the citizens of Ottumwa. This infrastructure also helps in attracting new industry to Ottumwa area.

In as much as I have served 6 years on the waterworks board and have been recently reappointed to an additional 6 years I feel that my presence fulfills a great need.

Therefore I need at this time to withdraw from consideration for city council.

Respectfully,



Keith D Caviness

P.S. please read this statement at the council meeting.

1400 155 0010000

REGULAR MEETING NO. 23  
Council Chambers, City Hall

August 3, 2021  
5:30 O'Clock P.M.

The meeting convened at 5:39 P.M.

Present were Council Member Dalbey, Roe, Meyers, Berg and Mayor Lazio.  
One Council Seat Vacant.

Meyers moved, seconded by Roe to approve the following consent agenda items: Mins. from Regular Mtg. No. 22 on July 20, 2021 as presented; Recommend appointment of LeAnn Lemberger to the Library Brd. of Trustees, term to exp. 7/1/2024 due to a vacancy; Approve appointment of Jerica Ingle to the position of Police Officer effective on or about Aug. 23, 2021; Civil Service Commission Eligibility List for July 28, 2021: WPCF Pre-Treatment Coordinator Promo; Canvasser/Solicitor application for Knights of Columbus for Annual Tootsie Roll Drive at various businesses on Aug. 27-28, 2021; Approve three-yr. lease Agt. with IHCC for use of a hangar at Ottumwa Reg. Airport; Approve one-yr. lease agt. for use of a rental aircraft for flight instruction at the Ottumwa Reg. Airport; Approve maint. agt. between the City of Ottumwa and IHCC to provide maint. services for their aircraft; Approve MOU between the City of Ottumwa and Southern Iowa Mental Health for pilot program scheduled to launch Aug. 1, 2021, in the Police Dept.; Acceptance of grant for \$8,633 from IA State Fire Marshal's Office to purchase Thermal Imaging Camera for Ottumwa Fire Dept.; Approve purchase of a Biochemical Oxygen Demand (BOD) incubator from USA Bluebook for WPCF in the amt. of \$4,360.50; Res. No. 158-2021, approving contract, bond, and cert. of ins. for the Rehabilitate Runway 4/22 project at the Ottumwa Reg. Airport; Res. No. 159-2021, approve purchase of 2022 F-350 Regular Cab with dump body and inverter option for Sewer Maint. Dept., from Stivers Ford of Waukee, IA, in the amt. of \$58,533 and rescinding Res. No. 151-2021, from the July 20, 2021 mtg.; Beer and/or liquor applications for: Elks – Ottumwa Lodge #347, 413 S. Iowa Ave; Ottumwa Golf & Social Club, 304 E. Golf Ave.; Wal-Mart Supercenter #1285, 1940 Venture Dr.; Owl's Nest, Temp. OSA on the following dates: 8/7-8/2021; 8/28-29/2021; 9/18-19/2021; 9/30-10/1/2021; all applications pending final inspections. Motion carried 4-0 vote.

Dalbey moved, seconded by Berg to approve the agenda as presented. Motion carried 4-0 vote.

City Admin. Rath reported we will host a Town Hall Style Gathering Aug. 5, 2021 at 5:30 P.M., at Bridge View Center for input on incoming ARPA funds; and some thoughts about Downtown Streetscape Project. All partners involved with this project have worked together to make Ottumwa a better place which has added a lot of real value to this area.

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

Roe moved, seconded by Meyers to accept bid and award contract for demolition, clean-up and disposal of asbestos contaminated materials at 120 S. Van Buren, to Dan Laursen for the sum of \$24,000. Comm. Dev. Dir. Simonson reported only one bid was rec'd. This is the second time bids were requested for this project. Motion carried 4-0 vote.

Meyers moved, seconded by Roe to review applications rec'd and consider appointment to fill City Council vacancy resulting from the resignation of Council Member Stevens. City Admin. Rath reported Stevens' vacancy began on Aug. 1, 2021 and we rec'd five applications to fill said vacancy. Ask Mayor Lazio to call up each applicant for a brief introduction.



Rick Johnson, lifelong Ottumwa resident will retire from River Hills in Sept. 2021, looking for ways to get involved; always interested in promoting Ottumwa; want to make a difference; Ottumwa won't continue to grow unless we work on economic development – more jobs, opportunities to get people here.

Keith Caviness, citizen of Ottumwa for over 50 yrs.; previously served 2 terms as Council Member most recent was 2012; my responsibility to serve the citizens of Ottumwa if appointed; help Ottumwa grow; help bring more people, more businesses here.

Brad Stines, resident of Ottumwa for 30 yrs.; passion to see Ottumwa grow; have consistently watched the city build back up over the past 10 yrs.; teaching my children to invest in your community, contribute; want to bring family activities and housing options to Ottumwa; manage the BIRD escooters you see around town.

Russ Hull, resident of Ottumwa for past 40 yrs.; looking to work with local boards to help grow Ottumwa; want to provide opportunities and reasons for the younger generation to stay in Ottumwa and not move away.

Council Members discussed where to proceed from here; Roe stated the five that came forward are courageous; do we want to make a decision quick or one that is correct for the tax payers in the City.

Berg moved, seconded by Dalbey to do an interview process for the five candidates, quickly and thoroughly to have an appointment selected for the Aug. 17, 2021 mtg. Councilperson Meyers will be out of town with all other members able to attend. City Admin. Rath also encouraged all candidates to think about running for one of the three open seats in the upcoming election; papers can be picked up through the City Clerk's office. Vote taken: Ayes: Dalbey, Roe, Berg. Nays: Meyers. Motion carried 3-1 vote.

Meyers moved, seconded by Roe to approve proposed material changes (replacing permeable paver system with PCC concrete) on the Ottumwa Main Street Project (Downtown Streetscape). PW Dir. Seals reported staff recommendation is to move forward with replacement of the permeable pavers with PCC at intersection and midblock cross-areas. At designated crosswalks, we would use red colored brick stamped PCC. This work would be completed under the Portzen contract. If approved, Portzen intends to mobilize the following Monday. In order to get the current deterioration of the area we had to make some decisions quickly, with funding still needing worked out and not seeing any deduction in the grant. This system hasn't had enough time in service to work out all of the issues that could develop and SUDAS standards were updated recently because of this common failure. He estimates \$105,000 cost for the material change; however, it all depends on the contractor (Portzen). Original base bid \$5,096,359.30; new contract sum with change orders: \$5,302,787.23; Funding sources identified total \$5,995,465. Still owe \$300,000 to resident Engineer Firm so we should have a little bit of funding remaining. Motion carried 4-0 vote.

Roe moved, seconded by Berg to consider request from South Central IA Workforce for public support of an application for funds from the American Rescue Plan Act (ARPA) to establish a Rural Resilience Recovery Office. City Admin. Rath reported we are providing a letter of support for the organization to apply for their own grant funding. We are not providing any funding from the City. Mayor Lazio added there is good in this program as it helps the smaller cities in our rural area have assistance on processes and staff to ask questions. Vote taken: Ayes: Dalbey, Roe, Berg. Nays: Meyers. Motion carried 3-1 vote.

This was the time, place and date set for a public hearing on the disposal of city owned property located at 215 N. Benton in the City of Ottumwa, Wapello County, IA. Comm. Dev. Dir. Simonson reported one

bid was rec'd. No objections were rec'd. Dalbey moved, seconded by Berg to close the public hearing. Motion carried 4-0 vote.

Dalbey moved, seconded by Berg that Res. No. 140-2021, accepting the bid and approving the sale of City owned property known as 215 N. Benton to Kevin Mogle for the sum of \$2,220, be passed and adopted. Motion carried 4-0 vote.

Meyers moved, seconded by Roe that Res. No. 160-2021, award the Biosolids Hauling Contract to Midwest Injection, Inc. from Cascade, IA and authorize the Mayor to sign, be passed and adopted. PW Dir. Seals reported four proposals were rec'd; two proposals did not include price for hauling liquid sludge and were not accepted. This will be a three-yr. contract, with the following prices per yr: First Yr liquid \$.0375/gallon; pressed \$28.50/ton. Second Yr liquid \$.038/gallon; pressed \$29/ton. Third Yr. \$.0385/gallon; pressed \$29.50/ton. Motion carried 4-0 vote.

Berg moved, seconded by Meyers that Res. No. 161-2021, releasing a req. for qual. for architects, landscape architects, recreation planners and engineers to develop a master plan for Greater Ottumwa Park, be passed and adopted. Comm. Dev. Dir. Simonson reported this plan will start with the Ottumwa Park Reimagined Map that was created by Confluence and is included in *Our Ottumwa Comprehensive Plan*. The selected team would create a shovel-ready plan complete with designs, phasing priorities and est. that will bring the best version of that concept into reality. The goal of this plan will be to improve quality of life and park amenities for citizens and to generate an economic benefit from improving our position as a magnet for sports tourism and by improving connection to the Quincy Place and Oxbow Business Dist. We will also look at available funding opportunities. Councilperson Dalbey stated this is necessary but doesn't want to see another outdated plan sitting on a shelf; wants to see something get done. Berg also stated this is a step to assure our comp plan comes to fruition; need to have the figures/costs included in the plan to apply for grants; provides us with something feasible over the next few yrs. to focus on. Motion carried 4-0 vote.

Dalbey moved, seconded by Berg to pass third consideration and adopt Ord. No. 3186-2021, amending the Municipal Code of the City of Ottumwa, IA by repealing Sec. 2-270, Duties and responsibilities of the City Clerk and enacting a substitute in lieu thereof. Motion carried 4-0 vote.

Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. Trudy Caviness stated Ottumwa should consider installing pickle ball courts within our Park Plan.

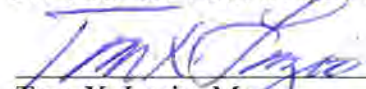
There being no further business, Roe moved, seconded by Berg that the meeting adjourn. Motion carried 4-0 vote.

Adjournment was at 6:51 P.M.

ATTEST:

  
Christina Reinhard, CMC City Clerk

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

CITY OF OTTUMWA

STAFF SUMMARY

Council Meeting of: August 17<sup>th</sup>, 2021

Tony Miller  
Prepared By

Fire  
Department

Department Head

AGENDA TITLE: Appointment of Gabriel Alvarez to the position of probationary firefighter.

  
City Administrator Approval

\*\*\*\*\*  
PURPOSE: Appointment of Gabriel Alvarez to the position of probationary firefighter on successfully passing his pre-employment physical.

RECOMMENDATION: Approve the recommendation.

DISCUSSION: The fire department is short one position due to First Class Firefighter Andrew Ewing accepting a job in Missouri. Gabriel will be hired from the Certified Civil Service list that was certified February 24<sup>th</sup>, 2021. Gabriel was one of the firefighters laid off June 30<sup>th</sup>, 2020.

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of : Aug 17, 2021

Administration  
Department

Barbara Codjoe  
Prepared By  
Barbara Codjoe *bc*  
Department Head

*Rf Rth*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Approve updated Salary Schedule

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

RECOMMENDATION: Approve updated Salary Schedule

DISCUSSION: See attached

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

Summary of changes (all changes are also highlighted):

\*Align pay code GSR (WPCF Superintendent) with presented pay schedule when employee was hired (did account for the 2% COLA increase in 2021). Salary schedule was not adjusted in 2019 when hired.

\*Adding Pay Code SCS for the Beach Seasonal Concessions Supervisor.

\*Adding Zoning and Housing Coordinator (revised City Planner role) to code GSH.

\*Remove Airport Manager from code GSH.

\*Add Airport Facilities Manager to code GSI (position made an Exempt position for new posting).

\*Change title on code GSJ from "Police Supervisor" to "Police Sergeant".

**CITY OF OTTUMWA SALARY SCHEDULE**  
**Fiscal Year 2022**

**The compensation schedule identified below reflects the base wage or salary for individuals in the identified non-represented<sup>1</sup> position. The wage or salary identified below or in the compensation schedule (grade and step) is the base pay and does not reflect an individual employee's longevity or other compensation modifiers now or in the future.**

**DEPARTMENT HEADS**

CITY ADMINISTRATOR  
\$139,750\*

DIRECTOR OF PUBLIC WORKS  
\$106,903\*

DIRECTOR OF FINANCE  
\$102,007\*

POLICE CHIEF  
\$100,988\*

FIRE CHIEF  
\$100,786\*

DIRECTOR OF PARK, RECREATION & CEMETERY  
\$89,069\*

DIRECTOR OF AIRPORT SERVICES  
\$81,618\*

DIRECTOR OF COMMUNITY DEVELOPMENT  
\$81,618\*

DIRECTOR OF LIBRARY SERVICES  
\$78,104\*#

DIRECTOR OF HUMAN RESOURCES  
\$76,500(10/11/2021 - \$81,500) (04/11/2022 - \$86,500)\*

CITY CLERK  
\$65,791\*

ASSISTANT DIRECTOR OF LIBRARY SERVICES  
\$52,000\*#

\*Compensation is rounded to the nearest whole dollar

#Current compensation as established by the Board of Library Trustees

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<sup>1</sup> Non-Represented is an employee not covered or identified under a Collective Bargaining Agreement (CBA)

**GENERAL SERVICE EMPLOYEES**

No one at present (02)

Administrative Assistant (04) \*\*

GSB1	GSB2	GSB3	GSB4	GSB5	GSB6
17.30	18.19	19.06	20.06	21.02	22.13

Zoning Technician (06)

GSC1	GSC2	GSC3	GSC4	GSC5	GSC6
18.19	19.06	20.06	21.02	22.13	23.16

No one at present (08)

GSD1	GSD2	GSD3	GSD4	GSD5	GSD6
19.06	20.06	21.02	22.13	23.16	24.11

Payroll & Benefits Manager (10)

Risk / Purchasing Manager

Grants Administrator / Accounts Receivable Accountant

GSE1	GSE2	GSE3	GSE4	GSE5	GSE6
20.06	21.02	22.13	23.16	24.11	25.58

No one at present (12)

GSF1	GSF2	GSF3	GSF4	GSF5	GSF6
21.02	22.13	23.16	24.11	25.58	26.85

Data Communications Supervisor (14)

Street Maintenance Supervisor

Park Maintenance Supervisor

Sewer Maintenance Supervisor

Traffic Maintenance Supervisor

Lab Supervisor

Landfill Supervisor

GSG1	GSG2	GSG3	GSG4	GSG5	GSG6
22.13	23.16	24.11	25.58	26.85	28.18

Recycling Coordinator (16)

Planner I

Housing and Zoning Coordinator

Garage Supervisor

Airport Manager – will remove

GSH1	GSH2	GSH3	GSH4	GSH5	GSH6
23.16	24.11	25.58	26.85	28.18	29.58

Operations Supervisor (WPCF) (18)

Maintenance Supervisor (WPCF)

Airport Facilities Manager

	GSI1	GSI2	GSI3	GSI4	GSI5	GSI6
	24.11	25.58	26.85	28.18	29.58	31.04
	Accountant (20)					
	GSJ1	GSJ2	GSJ3	GSJ4	GSJ5	GSJ6
	25.58	26.85	28.18	29.58	31.04	32.63
^	Police Sergeant (21)					
	GSJ1	GSJ2	GSJ3	GSJ4	GSJ5	GSJ6
	28.14	29.38	30.69	32.06	33.49	35.05
	Engineering Supervisor (22)					
	GSK1	GSK2	GSK3	GSK4	GSK5	GSK6
	26.85	28.18	29.58	31.04	32.63	34.24
	Deputy Fire Chief (24)					
	GSL1	GSL2	GSL3	GSL4	GSL5	GSL6
	28.18	29.58	31.04	32.63	34.24	35.96
^	Police Lieutenant (24)					
	GSL1	GSL2	GSL3	GSL4	GSL5	GSL6
	30.69	32.06	33.49	35.05	36.63	38.31
	Public Works Operations Superintendent (26)					
	GSM1	GSM2	GSM3	GSM4	GSM5	GSM6
	29.58	31.04	32.63	34.24	35.96	37.72
^	City Engineer (30)					
	GSN1	GSN2	GSN3	GSN4	GSN5	GSN6
	40.72	42.75	44.87	47.12	49.48	51.95
^	Assistant City Engineer (28)					
	GSO1	GSO2	GSO3	GSO4	GSO5	GSO6
	36.42	38.25	40.16	42.18	44.27	46.48
^	Senior Planner (32)					
	GSP1	GSP2	GSP3	GSP4	GSP5	GSP6
	36.44	38.27	40.18	42.19	44.30	46.51
^	Information Technology Manager (34)					
	GSQ1	GSQ2	GSQ3	GSQ4	GSQ5	GSQ6
	34.85	36.58	38.41	40.34	42.35	44.48
^	WPCF SUPERINTENDENT (36)					
	GSR1	GSR2	GSR3	GSR4	GSR5	GSR6
	34.58	36.31	38.13	40.03	42.03	44.13



\*\*Administrative Assistant is also currently an HR Coordinator. An additional \$5,000 per year in 2020 (\$2.40 per hour) was provided for the HR Coordinator responsibilities. This amount will add the additional 2% COLA for 2021 which will make it \$2.45 an hour.

^ This will not be in line with other Pay Codes – It is not the 5% above previous pay grades.

**PART-TIME EMPLOYEES**

**AIRPORT LINE TECHNICIAN (50)**

Year 1: (ALT1)	\$12.00
Year 2: (ALT2)	\$13.00
Year 3: (ALT3)	\$14.00

**SEASONAL EMPLOYEES**

(This includes all departments with no exceptions unless approved by the City Administrator.)

**STREETS, AIRPORT, PARKS, CEMETERY & WPCF MAINTENANCE (SPW) (52):**

1 <sup>st</sup> year of employment – (SPW1)	\$11.00 per hour
2 <sup>nd</sup> year of employment – (SPW2)	\$12.00 per hour

**BEACH EMPLOYEES:**

Seasonal Aquatics Supervisor (SAS) (54):

Year 1: (SAS1)	\$11.00
Year 2: (SAS2)	\$12.00
Year 3: (SAS3)	\$13.00

Seasonal Concessions Supervisor(SCS)(56):

Year 1: (SCS1)	\$10.00
Year 2: (SCS2)	\$11.00
Year 3: (SCS3)	\$12.00

Lifeguards: (58)

Year 1: (BL1)	\$9.00
Year 2: (BL2)	\$9.25
Year 3: (BL3)	\$9.50

Admissions: (BA1) (60) \$8.00

Concessions: (BC1) (62) \$8.00

Evening Janitor/Seasonal Maintenance:

Year 1: (BME1) (64) \$9.25

Year 2: (BME2) (66) \$9.50

**LONGEVITY SCHEDULE APPLIED TO ALL FULL-TIME NON-UNION POSITIONS:**

5 Yrs.	10 Yrs.	15 Yrs.	20 Yrs.	25 Yrs.	30 Yrs.
\$300	\$600	\$900	\$1,200	\$1,500	\$1,800
0.14	0.29	0.43	0.58	0.72	0.87

**CITY OF OTTUMWA**  
**Staff Summary**

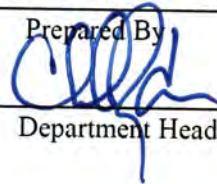
**\*\* ACTION ITEM \*\***

Council Meeting of: Aug 17, 2021

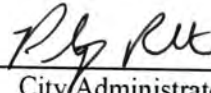
Police  
Department

Karen Bumsted

Prepared By



Department Head



City Administrator Approval

AGENDA TITLE: Approve a Memorandum of Understanding between the City of Ottumwa and Wapello County for the 2021 JAG Grant.

\*\*\*\*\*

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

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

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 \$19,839.00. The Police Department is required to share the grant with the Wapello County Sheriffs 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 (City of Ottumwa Grant Administrator). This is one of the steps in the grant process.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

**THE STATE OF IOWA  
COUNTY OF WAPELLO**

**INTERLOCAL AGREEMENT**

**BETWEEN THE CITY OF OTTUMWA, IOWA, AND COUNTY OF WAPELLO, IOWA  
2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 2021, 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 \$19,839.00, 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 (\$16,863.00) and the COUNTY will receive 15% of the funds (\$2,976.00), 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.**

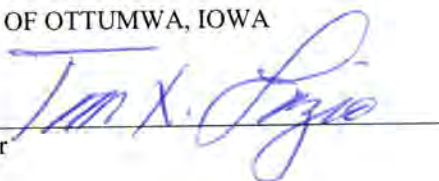
The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**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

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: Aug 17, 2021

Airport  
Department

Philip Rath  
Prepared By  
Duke Ball  
Department Head

  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Approve a revised lease agreement with Indian Hills for the use of a hangar at the Ottumwa Regional Airport.

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

RECOMMENDATION: Approve and authorize the Mayor to sign the revised Lease Agreement.

DISCUSSION: Indian Hills Community College has six aircraft which are stored in the barn hangar at the airport. This lease identifies the rate and terms to continue to store the aircraft in this hangar. The rent will be \$85.00 per month per aircraft stored in the barn hangar. The lease will begin upon execution of the Agreement for a three-year period. The lease was reviewed by the City Attorney and approved by the City Council on August 3. IHCC had requested minor revisions, which were reviewed by the City Attorney and is being presented to City Council for adoption.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

**OTTUMWA REGIONAL AIRPORT  
LEASE AGREEMENT**

This Lease Agreement made and entered into this 17 day of August, 2021 by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, situated in Wapello County, Iowa, hereinafter referred to as LESSOR, and Indian Hills Community College, 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 rent non-exclusive hangar space in the building known as the Barn at the OTTUMWA REGIONAL AIRPORT.

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:

Non-exclusive hangar space in the building known as the Barn. LESSEE's rental rate is calculated based on the number of aircraft being stored in the hangar, not the square footage occupied. The number of aircraft may fluctuate from time to time.

B. That LESSEE will use the leased premises to store aircraft and operate a flight instruction program, 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 month-to-month basis beginning July 1, 2021 and ending no later than June 30, 2024.

B. 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 \$85.00 (Eighty Five Dollars) per month, per airplane being stored in the Leased Premises, together with interest at the rate of 12% per annum on all delinquent installments. Rental fees shall be rounded to the next highest dollar increment.

As of the execution of this Lease Agreement, LESSEE is storing six (6) aircraft in the Barn. To the extent LESSEE desires to increase the number of aircraft, LESSEE will request additional storage space from LESSOR. LESSOR will notify LESSEE in writing of the approval or denial of the request. To the extent LESSEE reduces the number of stored aircraft, LESSEE will notify LESSOR of the reduction prior to the first day of the month.

## **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 LESSEE'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. Acceptance of keys, advertising and re-renting by the LESSOR upon the LESSEE'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 in a clean and sightly manner and keep its owned equipment in the Barn, in good repair.

B. LESSOR will, at its own expense, repair and replace glass, locks, hinges, doors, windows or any other part of the leased premises. To the extent 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, LESSOR will notify LESSEE of such damage and upon completion of any such repairs the costs thereof shall be repayable to the LESSOR by the LESSEE on demand and may be recovered as rent in arrears. LESSOR shall be responsible for mowing the premises and for snow removal on the premises.

C. LESSEE will do nothing which will cause structural injury to the building. LESSEE will make no structural changes to the premises.

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 generated by LESSEE to accumulate on said premises and will remove any excessive trash it generates from the premises.

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. LESSOR will provide casualty insurance on the building. LESSEE will provide casualty insurance on the contents of said building.
- 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 and building 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 and building 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 – FAA PROVISIONS

### **A. General Civil Rights Provisions**

The LESSEE and any transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the LESSEE or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

### **B. Nondiscrimination**

A. The LESSEE, for itself, its heirs, personal representatives, successors in interest, and assigns, as a 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 Agreement, for a purpose for which a Department of Transportation

program or activity is extended or for another purpose involving the provision of similar services or benefits, 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, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall 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 grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued.

### **C. Inclusion of Discrimination Provisions in LESSEE Agreements**

LESSEE agrees to include the above Sections (Nondiscrimination) and (General Civil Rights) in any subsequent agreements, relating to its operations at the Airport, that it enters into and cause those businesses to similarly include the statements in further agreements.

### **D. Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the LESSEE, 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);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 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);
- 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 of 1990, 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 CFR 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.*).

#### **E. Airport Protection**

It shall be a condition of this lease, that the LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. LESSOR reserves the right to further develop or improve the

Airport as it sees fit, regardless of the desires or view of LESSEE, and without interference or hindrance.

That the LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

#### **F. Existing Rights Reserved**

This Agreement is subject and subordinate to the provisions of any existing or future agreements between the LESSOR and the United States or the State of Iowa relative to the operation, maintenance, development, or administration of the Airport, the execution of which is or has been required as a condition precedent to the transfer of Federal rights or property to the LESSOR for Airport purposes, or to the expenditure of Federal or State of Iowa funds or passenger facility charges for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as the act may be amended from time to time. LESSEE shall abide by requirements of agreements entered into between the LESSOR and the United States, and shall consent to amendments and modifications of this Agreement if required by any such agreements or if required as a condition of the LESSOR's entry into such agreements.

#### **G. Exclusive Rights**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEES on other parts of the airport.

#### **H. Compliance with Federal Aviation and Transportation Security Regulations**

A. LESSEE agrees to comply at all times with Federal Aviation Regulations (FAR) Part 139, and Transportation Security Regulations (TSR) Parts 1500, 1520, 1540 and 1542, LESSOR's policies, regulations and ordinances, LESSOR's Transportation Security Administration approved Airport Security Program, and any other applicable laws, regulations and rules as such currently exist and are amended from time to time. LESSEE further agrees that any fines levied upon LESSOR, its officers, employees, agents, and members of LESSOR's boards and commissions and employees, agents or officers of LESSOR's boards and commissions pursuant to enforcement of FAR Part 139 and TSR Parts 1500, 1520, 1540, and 1542 due to acts or omissions by LESSEE, LESSEE's agents, servants, officers, employees, independent contractors, or patrons shall be borne by LESSEE. LESSEE further agrees to indemnify and hold harmless LESSOR, its officers, employees, agents, and members of LESSOR's boards and commissions, and employees, agents, or officers of LESSOR's boards and commissions from any and all fines so levied and from any

and all claims, demands, liabilities, or expenses of every kind or nature related to such levy or defense to such levy (including, but not limited to, salary of attorneys employed by LESSOR) which LESSOR or any of its officers, employees, or other persons set out above shall or may at any time sustain or incur by reason of or in consequence of such acts or omissions by LESSEE. LESSEE further agrees to indemnify and hold harmless LESSOR, its officers, employees, agents, and members of LESSOR's boards and commissions, and employees, agents, or officers of LESSOR's boards and commissions from any and all claims, demands and or lawsuits arising out of LESSEE's or LESSEE's employees' failure to comply with FAR Part 139 and TSR Parts 1500, 1520, 1540 and 1542, the Airport Security Program or any other applicable law, regulation or rule.

B. LESSEE agrees to control all persons and vehicles entering any airport restricted area (including aircraft movement area) through its leased space in accordance with the Airport's Security Program and in compliance with TSR Parts 1500, 1520, 1540, and 1542 as such currently exist and are amended from time to time.

#### **I. War or National Emergency**

During the time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

#### **J. Americans with Disabilities Act (1990)**

LESSEE agrees to comply with the Americans with Disabilities Act (1990) and any amendments and regulations thereto with regard to LESSEE's operations on the Leased Premises.

#### **K. Right to Amend**

In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions or any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will LESSEE be required, pursuant to this paragraph, to agree to an increase in the fees and charges provided for herein or to a change in the use, provided it is an authorized use, to which LESSEE has put the Leased Premises.

#### **L. Just Services**

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 Phil Rath, City Administrator  
105 East Third Street  
Ottumwa, IA 52501

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

Indian Hills Community College  
ATTN: Chief Financial Officer  
525 Grandview 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. 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.

B. 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.

C. 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



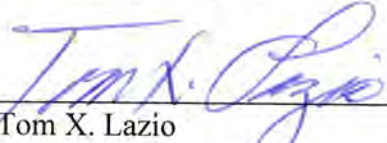
LESSEE therein, and notice is hereby given that no contractor, sub-contractor or anyone else may furnish any material, service or labor.

**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.

Date August 17, 2021

  
\_\_\_\_\_  
Tom X. Lazio  
Mayor, City of Ottumwa

ATTEST:  
  
\_\_\_\_\_  
Christina Reinhard  
City Clerk

Indian Hills Community College

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Michael Lee  
Chief Financial Officer

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: Aug 17, 2021

Philip Rath

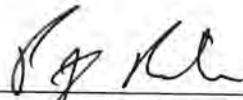
Prepared By

Duke Ball

Department Head

Airport

Department



City Administrator Approval

AGENDA TITLE: Approve a revised maintenance agreement with Indian Hills to provide maintenance services for their aircraft.

\*\*\*\*\*

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

RECOMMENDATION: Approve and authorize the Mayor to sign the revised maintenance agreement.

DISCUSSION: Indian Hills Community College has six aircraft which are stored at the airport. Based upon the amount of hours required to provide maintenance for these aircraft, this Agreement provides for a discounted hourly maintenance rate in exchange for minimum guaranteed hours. The rate will be \$75.00 per hour for the first 400 hours annually. The College agrees to provide guaranteed income for the first 350 hours each year. The Agreement will begin effective March 1, 2021 and expire on June 30, 2023. The Agreement was reviewed by the City Attorney and approved by the City Council on August 3. IHCC had requested minor revisions, which were reviewed by the City Attorney and is beng presented to City Council for adoption.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

MAINTENANCE SERVICES AGREEMENT

INDIAN HILLS COMMUNITY COLLEGE

OTTUMWA REGIONAL AIRPORT

OTTUMWA, IOWA

This Maintenance Services Agreement (the "Agreement") is entered into between the City of Ottumwa ("City"), as the owner of the Ottumwa Regional Airport, and Indian Hills Community College ("IHCC"), a community college located in Ottumwa, Iowa.

ARTICLE 1  
TERM OF AGREEMENT

1.01 Term

This Agreement shall be effective on a month-to-month basis beginning March 1, 2021 and ending no later than June 30, 2023. IHCC or the City may cancel this Agreement at any time by providing thirty (30) days' prior written notice to the other party.

1.02 Prior Agreements

As of the commencement date, this Agreement supersedes any and all prior agreements between the parties pertaining to Maintenance Services at the Airport.

ARTICLE 2  
FEES

2.01 Fees

IHCC shall pay the City \$75.00 per hour for maintenance services, up to a maximum of 400 hours per year. Should IHCC utilize more than 400 hours of maintenance services in any one fiscal year, IHCC shall pay maintenance fees and charges in the amount and manner as adopted by the Airport Advisory Board for any such hours in excess of 400. IHCC agrees to pay City for a minimum of 350 hours of maintenance services annually equating to twenty-six thousand two hundred and fifty dollars (\$26,250.00). Payments shall be made monthly.

The maintenance fees and charges may at any time be adjusted by the Airport Advisory Board and the adjusted fees and charges will become part of this Agreement. The Airport Advisory Board will inform IHCC of any adjustments to the fees and charges and IHCC shall pay the fees and charges as adjusted. IHCC shall be invoiced monthly for maintenance fees. IHCC shall be solely responsible for the costs associated with any aircraft parts that are required as part of aircraft maintenance. Notwithstanding the foregoing, as it pertains to the hourly maintenance fees and charges for up to 400 hours per year, the City shall notify IHCC at least forty-five (45) days in advance of any increase in the rate being charged.

#### 2.02 Late Payments

Any payment not received by the due date accrues interest at the rate of 1.5 percent per month from the due date until paid in full.

### ARTICLE 3 MAINTENANCE SERVICES TO BE PROVIDED BY CITY

#### 3.01 Fueling

City shall provide and deliver aircraft fuel to IHCC for use in IHCC's owned or leased aircraft. IHCC shall pay fuel fees and charges in the amount and manner as adopted by the Airport Advisory Board. The fees and charges may at any time be adjusted by the Airport Advisory Board and the adjusted fees and charges will become part of this Agreement. The Airport Advisory Board will inform IHCC of any adjustments to the fees and charges prior to the effective date of such adjustment and IHCC shall pay the fees and charges as adjusted. IHCC shall be invoiced monthly for fuel fees.

#### 3.02 Aircraft Maintenance

City shall provide general maintenance services for IHCC's aircraft. General maintenance services shall include but not be limited to routine scheduled maintenance, preventative maintenance, and repairs on the aircraft themselves, as coordinated between the City and IHCC.

### ARTICLE 4 INDEMNITY

With regard to activities conducted on or within the Airport, IHCC agrees to the fullest extent permitted by law, to indemnify, defend, pay on behalf of, and hold harmless City, its officials, agents, employees and volunteers and others working on behalf of City from and against any and all claims, demands, suits, damage or losses, together with any and all outlay and expense connected therewith, including but not limited to reasonable attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, and property damage, including loss of use thereof, and economic damages arising out of IHCC's operations on

or use of the Airport, excepting claims arising solely out of negligent acts of, or inaction by, City or its officials, agents, employees, volunteers, or others acting or working on behalf of or at the direction of City.

## ARTICLE 5 FAA PROVISIONS

### **A. EXCLUSIVE RIGHTS**

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, and as said act may be amended from time to time.

### **B. SUBORDINATION TO AGREEMENTS**

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the City and the United States of America or the state of Iowa relative to the operation, maintenance, development, or administration of the Ottumwa Regional Airport (the "Airport"), the execution of which has been required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, or to the expenditure of federal or state of Iowa funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, and as said act may be amended from time to time.

### **C. GENERAL CIVIL RIGHTS PROVISIONS**

IHCC agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds IHCC and subtier Contractors through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### **D. CIVIL RIGHTS – TITLE VI ASSURANCES**

#### **a. Compliance with Nondiscrimination Requirements**

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as the FAA 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.

#### **E. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES**

During the performance of this contract, IHCC, 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:

- 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 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 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);

- The FAA's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 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).

#### **F. FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

IHCC has full responsibility to monitor compliance to the referenced statute or regulation. IHCC must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **G. OCCUPATIONAL SAFETY AND HEALTH ACT**

This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. IHCC must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. IHCC retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). IHCC must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **ARTICLE 6 GENERAL PROVISIONS**

#### **6.01 Rules, Regulations, and Ordinances**

IHCC shall observe and obey all Rules and Regulations. IHCC shall not violate, or knowingly permit its agents, contractors, or employees acting on IHCC's behalf to violate any Rules and Regulations of the Airport.

#### **6.02 Governing Law**

This Agreement and all claims or disputes arising out of or relating to this Agreement or its subject matter are governed by the laws of the State of Iowa, without regard to its conflict of laws,

provisions, and any action, claim or proceeding arising out of or relating to this Agreement must be brought only in Wapello County, Iowa. Each party hereby waives any objection, including any objection based upon improper venue or *forum non conveniens*, that it may have, now or in the future, to the bringing of any action, claim or proceeding in Wapello County, Iowa.

#### 6.03 Nonwaiver of Rights

No waiver of default by either party of any of the terms, covenants, and conditions in this Agreement to be performed, kept, and observed by the other party will be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions to be performed, kept, and observed by the other party.

#### 6.04 Force Majeure

Neither IHCC nor City will be liable for delays in performance caused by acts of God or government regulatory authority, war, riot, sabotage, storm, flood, inclement weather, strike or work stoppage, or other cause beyond the reasonable control of IHCC or City.

#### 6.05 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties, and all other representations or statements heretofore made, verbal, or written, are merged in this Agreement. IHCC acknowledges that this Agreement supersedes and cancels any and all previous agreements and understandings on this matter between IHCC and City.

#### 6.06 Co-partnership Disclaimer

Nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of copartners between the parties, or as constituting IHCC as an agent or representative of City for any purpose or in any manner whatsoever.

#### 6.07 Amendments

Any and all changes or amendments to this Agreement shall be in writing and duly executed by all parties.

#### 6.08 Licenses and Permits

IHCC shall obtain all applicable licenses and permits required by federal, state, or local law.

#### 6.09 Agreement Construction

Words and phrases used in this Agreement will be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, and as disjunctive or conjunctive, according to the context. Any rule to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement or any of its amendments or exhibits.



6.10 Representations of Parties

City and IHCC represent that each has the full power and proper authority to make and execute this Agreement, to exercise its rights, powers and privileges as described in this Agreement, and to perform the agreements and covenants set forth in this Agreement. IHCC further warrants that it has the authority to enter into and be bound by the terms of this Agreement and no order of any bankruptcy or other court, and no agreement with others, prohibits or limits that authority.

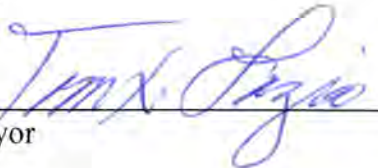
6.11 No Third Party Beneficiaries

It is not the intention of the parties by entering into this Agreement to create any rights in any person not a party to this Agreement.

Wherefore, the parties are executing this Agreement on the date set forth next to their signatures.

CITY OF OTTUMWA

BY:

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Indian Hills Community College

By: \_\_\_\_\_  
Michael Lee  
Chief Financial Officer

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of : Aug 17, 2021

City Clerk \_\_\_\_\_  
Department

Christina Reinhard

Prepared By  
Christina Reinhard *CJR*  
Department Head

*P. J. [Signature]*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution No. 162-2021, authorizing the destruction of certain records according to the Code of Iowa 2017, as amended, and the Record Retention Manual for Iowa Cities.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 162-2021.

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

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

RESOLUTION NO. 162-2021

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

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

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

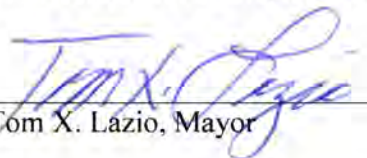
Regular bank statements and checks July 1, 2015 thru June 30, 2016;  
Payroll bank statements and checks July 1, 2015 thru June 30, 2016;  
Payroll input and time sheets for fiscal year 2015-2016;  
Accounts payable invoices for fiscal year 2015-2016;  
Accounts receivable receipts for fiscal years 2015-2016  
Journal Vouchers for fiscal year 2015-2016;  
Budget detail sheets for fiscal year 2013-2014;  
City Clerk's Office receipts for fiscal year 2015-2016;  
Affidavits of publication of council minutes, expenditures, notice to bidders, public hearing notices, budget estimates, budget amendments, annual financial reports for calendar year 2016;  
City Clerk's copy of camping fee receipts, Building, Sign, Electrical, Heating and Plumbing permits, cigarette permits, dog licenses, and all other city license stubs and register for fiscal year 2015-2016;  
Beer/liquor applications for establishments that have been out of business over five years;  
Expired miscellaneous certificates of insurance over five years in age.

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

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

PASSED, ADOPTED and APPROVED this 17<sup>th</sup> day of August, 2021.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

11 AUG 12 PM 2:11

**CITY OF OTTUMWA**  
Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: Aug 17, 2021

Gene Rathje

Prepared By

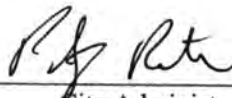
Gene Rathje

Department Head

Park & Recreation



Department



City Administrator Approval

AGENDA TITLE: **Birthday Party Fees for the Beach Ottumwa**

\*\*\*\*\*

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

RECOMMENDATION: **Approve the Revised Birthday Fees for the Beach Ottumwa**

DISCUSSION: The current fees for birthday parties at the Beach Ottumwa are \$90 for an indoor party and \$105 for an outdoor party. The fees should be increased to \$100 for an indoor party and \$125 for an outdoor party. There were 122 indoor birthday parties at the Beach in the past year and 59 outdoor parties. These fee increases will result in an additional \$2400 in revenue for the Beach Ottumwa. These fee increases were approved by the Ottumwa Parks Advisory Board at their meeting on August 10, 2021.

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: Aug 11, 2021

Gene Rathje

Prepared By

Gene Rathje

Department Head

Park & Recreation



Department

City Administrator Approval

AGENDA TITLE: City Tree Service Contractor Bid

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

RECOMMENDATION: Approve the Bid from Jerry's Tree Service for \$110 for Tree Removal

DISCUSSION: The City of Ottumwa desires to hire a 2nd tree service contractor to speed up the removal of dead, diseased, and dangerous trees in the city right of ways in Ottumwa. On July 14, 2021, a bid was received from Maple Valley Tree Service for \$250 per hour. This bid was rejected on advice from the Finance Director. On July 29, 2021, a bid was received from Jerry's Tree Service for \$110 per hour. If approved, the contractor will begin work on September 1, 2021, and work for a maximum of 2 years. There is \$100,000 budgeted in the current Capital Improvement Program budget for tree removal.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

CITY OF OTTUMWA, IOWA

FILE

2021 JUN 29 PM 4:12

PROPOSAL FOR Tree Work

TO WHOM IT MAY CONCERN:

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

\$110.00

PRICE PER HOUR FOR TREE TRIMMING AND REMOVAL

60 Days

LENGTH OF TIME BID IS VALID

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

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

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

Jerry's Tree Service 641-777-1704  
Name of Company Phone Number

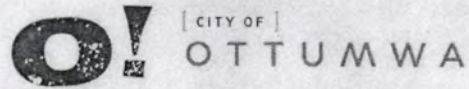
Jerry Roberts  
Printed Name

By [Signature]  
Authorized Signature

7-28-21  
Date

owner  
Title

# Tree Surgeons Permit



Ottumwa

105 E 3rd St. Room 203

Ottumwa, IA 52501

(641) 683-0650

<b>Owner:</b>
ROBERTS, JERRY LEE JERRY'S TREE SERVICE 1220 S. MADISON AVE. OTTUMWA, IA 52501

<b>Address</b>
Address: 1220 S MADISON City/State/Zip: OTTUMWA, IA 52501-0000 Parcel No.: 7416110062000 Tract No.: Block No.: Lot No.: Section:

<b>Permit:</b>
Permit No.: 2591 Permit Type: Tree Surgeons

<b>Project:</b>
Issue Date: 10/23/2020 Expires: 10/01/2021 Valuation: \$0

**Construction Details:**

Contractor	Phone
------------	-------

Item	GL Code	Amount
Tree Surgeon	001-000-4165	\$25.00
<b>Total</b>		<b>\$25.00</b>

Date	Paid By	Payment Type	Amount
10/22/2020	Jerry's Tree Service	Check	\$25.00
<b>Total Paid</b>			<b>\$25.00</b>

**CITY OF OTTUMWA**  
**Staff Summary**

**\*\* ACTION ITEM \*\***

Council Meeting of: Aug 17, 2021

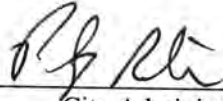
Administration  
Department

Barbara Codjoe

Prepared By

Duke Ball

Department Head



City Administrator Approval

AGENDA TITLE: Approve the appointment of Jay Wheaton to the full-time position of Airport Facilities Manager for the City of Ottumwa.

\*\*\*\*\*

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

RECOMMENDATION: Approve the appointment of Jay Wheaton to the full-time position of Airport Facilities Manager for the City of Ottumwa effective August 30th at the starting salary of \$26.85 per hour.

DISCUSSION: See attached

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



This fills the position posted due to the retirement of the current Airport Manager, Chris Cobler. Jay has extensive experience working currently at the airport and cultivating many of the needed relationships to help grow our business at the airport.

Jay will start at a step 3 of \$26.85 per hour. In six months (March 2022) after a satisfactory performance review, he will move to a step 4 at \$28.18. After one year (August 2022) after a satisfactory performance review, he will move to a step 5 at \$29.58.

Chris will be retiring September 30th and has a planned vacation prior to this retirement. Appointing Jay to this position now will allow approximately two weeks of training and hand off prior to Chris's retirement.

# Item No. H.-1.

## CITY OF OTTUMWA

### Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: August 17, 2021

\_\_\_\_\_  
Alicia Bankson

Prepared By

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
*[Signature]*

City Administrator Approval

AGENDA TITLE: Resolution #163-2021. Approving Change Order #1 and Change Order #2 for WPCF – Concrete Repair Project and accepting the project as final and complete.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution #163-2021.

DISCUSSION: This project consisted of the removal of all deteriorated concrete and replacing with new horizontal and vertical or overhead concrete repairs found in the Primary Clarifier and the VLR Aeration Basins. The \$90,000.00 budgeted amount was based on observations when the basins were filled. At the time of design, additional inspection was performed with the basins drained and a more detailed account of the repairs were noted. This was a unit priced contract where the scope can be adjusted and prioritized to meet the available funding.

Change Order #1 decreased the contract amount by \$5,216.36 for contract quantity adjustments. Change Order #2 increased the contract amount by \$700.00 for gate repair. The new contract sum is \$80,163.64.

The contractor has completed the above referenced work according to the plans and specifications. Upon approval, the Council will accept the project and authorize final payment and release all retainages.

Contract Summary is as follows

Base Contract	\$84,680.00
Change Order #1	\$(5,216.36)
Change Order #2	\$ 700.00
New Contract Amount	<u>\$80,163.64</u>

Engineer's Opinion of Cost: \$124,760.00 (Based on Unit Pricing)

Funding: \$90,000.00 WPCF Fund Balance

Source of Funds: WPCF Fund Balance

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #163-2021

A RESOLUTION APPROVING CHANGE ORDER #1 AND CHANGE ORDER #2 AND  
ACCEPTING THE WORK AS FINAL AND COMPLETE FOR THE WPCF CONCRETE  
REPAIRS PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract on October 6, 2020 with Hymbaugh Construction of Creston, Iowa for the above referenced project; and

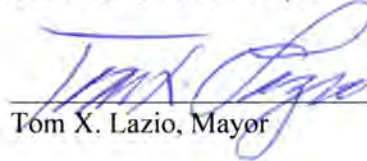
WHEREAS, Change Order #1 decreases the contract amount by \$5,216.36 for contract quantity adjustments; and,

WHEREAS, Change Order #2 increases the contract amount by \$700.00 for gate repair. The new contract sum is \$80,163.64.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved. The WPCF Concrete Repair Project is hereby accepted as complete and authorization to make final payment to Hymbaugh Construction of Creston, Iowa in the amount of \$4,673.18 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 17<sup>th</sup> day of August, 2021.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**Section 640  
CHANGE ORDER**

Project: WPCF Concrete Repairs

To Contractor: Hymbaugh Construction

Change Order Number: 1

The Contract is changed as follows:

	5-Aug-21
Horizontal Repair	<u>\$12,447.40</u>
Shallow Vertical or Overhead Repair	<u>\$3,722.20</u>
Regular Vertical or Overhead Repair	<u>-\$984.96</u>
Crack Repair by Epoxy Injection	<u>-\$5,501.00</u>
Waterproof Coating for Concrete Repairs	<u>-\$14,900.00</u>
	<u>\$0.00</u>
Total:	<u>(\$5,216.36)</u>

Base bid amount \$84,680.00

**NEW PROJECT TOTAL \$79,463.64**

**NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR**

The Original Contract Sum was	<u>\$84,680.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$84,680.00</u>
The Contract Sum will be <u>decreased</u> by this change order in the amount of	<u>(\$5,216.36)</u>
The new Contract Sum including this change order	<u>\$79,463.64</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days
The date of Substantial Completion as of the date of this Change Order is <u>in accordance with contract documents.</u>	

Will Byrnes  
ENGINEER  
DIRECTOR OF PUBLIC WORKS

08-11-2021  
DATE

Hymbaugh Construction  
CONTRACTOR

8-7-21  
DATE

BY James Hymbaugh

owner  
TITLE



SECTION 630  
PAY ESTIMATE

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO OWNER: City of Ottumwa

PROJECT Water Pollution Control

PAY REQUEST NO. 6  
Final

FROM CONTRACTOR: Hymbaugh Construction, Inc

PAY PERIOD: 5-Aug-21

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application for payment is made as follows:

1. Original Contract Sum	\$84,680.00
2. Net change by Change Orders	<u>(\$4,516.36)</u>
3. Contract Sum to Date (Line 1 + Line 2)	\$80,163.64
4. Total Completed and Stored to Date	\$80,163.64
5. Retainage <u>0</u> % of Completed work	\$0.00
6. Total Earned Less Retainage Amount	\$80,163.64
7. Less Previous Payments	\$75,490.46
8. Current Payment Due	\$4,673.18

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

CONTRACTOR: Hymbaugh Const  
BY: James Hymbaugh

DATE: 8-7-21  
TITLE: Owner

**ENGINEER'S CERTIFICATE FOR PAYMENT**

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

Phil Burmeister  
ENGINEER/DIRECTOR OF PUBLIC WORKS

AMOUNT CERTIFIED: \$4,673.18  
DATE: 08-11-2021

WPCF Concrete Repairs

6

8/5/2021

ITEM	DESCRIPTION	Hymbaugh Construction			AS BUILT		QUANTITY	% OF	
		UNIT	QTY	PRICE	EXTENSION	QTY	EXTENSION	OVER/UNDER	CONTRACT
1	Horizontal Repair	SF	78	\$100.00	\$7,800.00	202.474	\$20,247.40	\$12,447.40	259.58%
2	Shallow Vertical or Overhead Repair	SF	89	\$100.00	\$8,900.00	126.222	\$12,622.20	\$3,722.20	141.82%
3	Regular Vertical or Overhead Repair	SF	638	\$60.00	\$38,280.00	621.584	\$37,295.04	(\$984.96)	97.43%
4	Crack Repair by Epoxy Injection	LF	148	\$100.00	\$14,800.00	92.99	\$9,299.00	(\$5,501.00)	62.83%
5	Waterproof Coating for Concrete Repairs	SF	1490	\$10.00	\$14,900.00	0	\$0.00	(\$14,900.00)	0.00%
6	CO #1 - Change Contract Quantities to Final Quantities				(\$5,216.36)		\$0.00		
7	CO #2 - Gate Repair				\$700.00		\$700.00		
<b>TOTAL</b>					<b>\$80,163.64</b>				
<b>ASBUILT TOTAL</b>							<b>\$80,163.64</b>		
								<b>(\$5,216.36)</b>	

12 FY18  
CITY OF OTTUMWA

Staff Summary

Council Meeting of: August 17, 2021

Larry Seals

Prepared By

Public Works, Engineering Division  
Department

Larry Seals  
Department Head

AGENDA TITLE: Resolution #164-2021. Approving submission for a REAP Grant to fund a multi-use trail from Richmond Ave and Ferry Intersection to Greater Ottumwa Park Project.

.....  
PURPOSE: To secure grant money for expansion of the trail system in Ottumwa.

RECOMMENDATION: Pass and adopt Resolution #164-2021 and authorize the Mayor to sign the application.

DISCUSSION: This project will provide a safe route from the residential areas south of Greater Ottumwa Parks system paralleling Ferry Avenue and Wapello Street. This project will start at the Richmond Ave/Ferry Street intersection and connect to the Greater Ottumwa Park. It is part of the Ottumwa Bicycle and Pedestrian Plan developed and approved by the City Council on November 21, 2017. The Wapello County Trails Council in conjunction with City's Engineering Group developed a REAP grant to expand the trail system in Ottumwa as detailed in the attached REAP (Resource Enhancement and Protection) Project Narrative and grant application.

This is a 100% not to exceed \$150,000 grant program. The City will provide design, permitting, construction management and construction observation in-kind services as in-kind match.



RESOLUTION #164-2021

A RESOLUTION APPROVING SUBMISSION FOR A REAP GRANT TO FUND A MULTI-  
USE TRAIL FROM RICHMOND AVE. AND FERRY INTERSECTION TO GREATER  
OTTUMWA PARK PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa, is eligible to make an application for a REAP Grant; and,

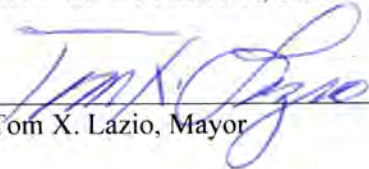
WHEREAS, The Grant is 100% not to exceed \$150,000; and,

WHEREAS, To Authorize the Mayor to sign the grant agreement.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The REAP Grant Application is hereby approved and the Mayor is authorized to sign the application.

APPROVED, PASSED, AND ADOPTED, this 17<sup>th</sup> day August 2021.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

  
\_\_\_\_\_  
Christina Reinhard, City Clerk

**Iowa DNR REAP Large City Parks and Open Spaces Grant**

**Applicant:** City of Ottumwa

**Contact Person:** Larry Seals

**Email address:** [sealsl@ottumwa.us](mailto:sealsl@ottumwa.us)

**Telephone number:** 641-683-0600

**Applicant mailing address:** 105 3rd Street E

**County:** Wapello

**Project 911 address (if available):**

**Latitude/Longitude Coordinates:** 41.007392-92.432650

**Grant amount requested:** 149000

**Is the project a portion of a larger, overall project to be implemented over a multi-year period?** Yes

**If yes, estimated years to completion:** 5

**Estimated costs of the overall project:** 851000

**Estimated project start date:** 01/01/2022

**Estimated project end date:** 10/30/2022

**City population** *provide city population based on 2020 census data. Population must be over 25,000 to apply in the large city category: 25023 note this is the 2019 estimate, will be updated when 2020 pop is available.*

**Quality of the site/and or project** *If development, describe the facilities to be constructed, existing facilities in the project area and the natural resources in the area. Upload a map and pictures. If this project is part of a larger project, very clearly detail the portion that this application is covering. If this application is for the continuation of a project that previously received a REAP grant, provide a status report of the project elements that were previously funded. Describe the relationship to any other local, state or federal park areas.*

*Describe any resources of historical nature on the project site, such as buildings, Native American burial mounds, historic trails, architectural features and archaeological elements. \*Explain impacts on these resources that will be caused by the project.*

*If the applicant does not possess all fee title interest in the property, please explain. Additionally, explain contractual or joint agreements with other parties for operation and maintenance of the site and facilities. Enclose copies of any such agreements and other ownership conditions on the property.*

*Sports complexes, playgrounds and dog parks do not qualify for REAP funds. The minimum width of a multi-use or biking trail is 8 feet, 10 feet is recommended:*

#### PROJECT DESCRIPTION

This project will construct a recreational trail that connects the Greater Ottumwa Park with the neighborhoods south of the park. It will close a gap that exists between the recreational opportunities in the park and residential neighborhoods. This segment will be phase 1 of the larger Oxbow Lagoon Link Trail project, which will follow the southern and eastern sides of the Oxbow Lagoon to the end of the existing trail behind the businesses on the west side of Church Street.

The trail will be 1,000' starting at Greater Ottumwa Park Richmond Avenue, located south of US 34 and Iowa 149, follow the eastern side of Wapello Street south to Richmond Avenue. The trail will be 8' wide constructed of 7" PCC along the Wapello Street ROW.

#### EXISTING FACILITIES

Greater Ottumwa Park consists of 340 acres located in the center of the city just south of the Des Moines River and US 34 consisting of both active and passive recreation opportunities. The park includes ponds stocked for fishing, campgrounds with RV and tent camping, shelters, playground, horse area, paved biking/walking trails, as well as basketball, sand volleyball, soccer, softball and tennis areas.

#### NATURAL RESOURCES

Natural vegetation in Greater Ottumwa Park include Cottonwood, Box Elder, and Mulberry trees along with weed grass around the lagoons. Wildlife consist of Canada Geese, Wood Ducks, Mallards, Coots, Red Headed Wood Pecker, Red Wing Blackbirds, Pigeons Squirrels, Rabbits, White Tailed Der, Possums, Raccoons, Ground Hogs, and Red and Grey Foxes. Fish that can be found in the lagoons include Catfish, Bullheads, Trout, Bass, Bluegills, and Crappies.

#### HISTORIC RESOURCES

There are no historical resources located on this project site. Since this area already serves as a four-lane divided street with recently constructed roundabout, any historical, archaeological, or architectural issues in this area have been addressed.

The trail system, in general, links to Ottumwa's history, including Wapello County's Native American heritage, the railroad, and the river. Chief Wapello's village sat approximately one mile away from the proposed trail spur. The proposed trail is also situated along the original channel of the Des Moines River. When the river was straightened in 1950 after a major flood, the former river channel became part of the Ottumwa Park system. Today the "oxbow" is what remains of this former river channel and is part of two of the park's four quadrants.

The river serves as a unique resource to this trail system. It provides opportunities to explore wetlands, watch eagles in the winter, and gain an appreciation of the native plants and animals that rely on the river for life.

Sections of the former Wabash Railroad, including a former railroad bridge, have also been incorporated into the trail system. The railroad was integral to the development of Wapello County during the nineteenth and early twentieth century. Today, it is still serving the community via hiking trails and access to the north and south levee via the Wabash Pedestrian Bridge.

### **Attach maps of project**

**Relationship to local, regional and state plans** *Describe project justification and need. Make references to the County REAP plan, current Statewide Comprehensive Outdoor Recreation Plan (SCORP), Iowa Wildlife Action Plan and other local plans that help direct conservation and recreation programs. Do not include entire plans in the application:*

### **NEED**

The only access to Greater Ottumwa Park from the south side is along Wapello Street due to the lagoons. Currently non-motorized access is via a paved shoulder on the east side of the road with a 45 MPH speed limit. This project will improve safety by providing separation between non-motorized trail users and motorized vehicles.

Ottumwa relies on outside funding to assist with trail development. The city has a median income of \$36,000, and over 60% of the school district's students participate in the free and reduced lunch program. Ottumwa's CIP is focused on maintaining current infrastructure. Without assistance from sources like REAP, it would take years to expand the city's trail system.

### **JUSTIFICATION**

the concept for this project is identified in five local and regional plans starting with the Riverfront Renaissance plan, it is also consistent with the Iowa Statewide Comprehensive Outdoor Recreation Plan."

The Riverfront Renaissance Master Plan was developed to create a vision for the future of Ottumwa's riverfront, its most visible and important natural resource. Page twelve discusses the Oxbow Lagoon and identifies it as a feature where people can get close to the water safely. The plan recommends trail development around the exterior of the lagoon, including along Wapello Street, to take advantage of the natural features of the area and provide connectivity to nearby neighborhoods and businesses.

Ottumwa's Bicycle and Pedestrian Plan was designed to create pathways to link neighborhoods to outdoor activity areas including the park, school, or existing trails. It's goal is to encourage residents to walk, run or bike from their neighborhood to activities by having a safe facility and create a healthy community. This Plan includes Oxbow Lagoon Trail, a trail along Wapello Street and around the lagoon.

The trail is identified as a priority 1 corridor, meaning it serves as part a primary trail that other trails would connect to. This plan is incorporated into the RPA 15 Long Range Transportation Plan, City of Ottumwa's Comprehensive Plan and RPA Regional Trails Plan.

Forward 2040: the RPA 15 Long-Range Transportation Plan examines the region's existing transportation system, explores its transportation needs, and guides project selection by the planning affiliation. Page 108 lists future improvements for Wapello County and Ottumwa and identifies implementation of the Ottumwa Bicycle and Pedestrian Plan, this plan is included in the LRTP 183-186. The Oxbow Lagoon Link is also consistent with the priorities and strategies that have been identified for improving trails in the LRTP on pages 113-14, specifically by improving access to trails through creating links from existing trails to neighborhoods without connectivity.

Our Ottumwa: 2040 Comprehensive Plan provides an analysis of existing conditions within the city and serves as guidebook for future growth, assists the City of Ottumwa with decision-making on land use, natural resources, and infrastructure. Pages 53-54 incorporate the bicycle and pedestrian plan and include the Oxbow Lagoon Link Trail linking the existing trails and the Milner Neighborhood Trail. This project is consistent with quality of life goal #2 on page 176, specifically action item e) implement the bike/ped plan to expand the trail system in natural areas and f) complete improvement and expansion along priority corridors to improve accessibility to the system.

The Regional Trails Plan provides an overview of existing and proposed trails within the region, and identifies goals for future investment by the planning affiliation. Future improvements for Wapello County and Ottumwa are identified on page 36, this includes "constructing the Oxbow Trail from Ferry Street and the Greater Ottumwa Park around the outside of the Oxbow Lagoon to Church Street". Bicycle and Pedestrian plan maps, on pages 40-43, have been updated from the LRTP to include a more current status of projects. The Oxbow Lagoon Link trail has been updated to start at the southern tip of Greater Ottumwa Park and follow the outside bank of the Oxbow Lagoon around to the end of the existing trail.

Iowa's Statewide Comprehensive Outdoor Recreation Plan (SCORP) assesses the supply and demand of outdoor recreation opportunities and establishes areas of focus for outdoor recreation. Pages 31-33 discuss the results of the Outdoor Foundations 2018 Outdoor Recreation Participation survey and how it relates to walking, running and bicycling. The survey shows that 86% of Iowans participated in walking and 38% percent in jogging or running, although bicycling is not shown is ranked in the top 15 activities.

Section 3 of the plan outlines Iowa's 5-Year Priorities for natural resources, parks and outdoor recreation. The first priority is to create opportunities to enhance the quality of life of Iowans. Under this priority, goal 2 states: Increase Iowan's level of physical activity through participation in outdoor recreation activities. The plan states the "#1 recreation activity that Iowans reported they currently are engaged in (Responsive Management, 2018) is walking and five additional trail related activities were listed in the top 20 activities." Ottumwa's trail development efforts support Iowa's goal to increase the physical activity level of Iowans.

Priority 2 of the this section ensures that recreation opportunities are available to all Iowans. Ottumwa's trail system is accessible to all residents and visitors and most access points are ADA compliant. Almost 90% of Ottumwa's trails are hard surface and all are 10 feet wide. A visual survey of Ottumwa trail users indicates they are representative of the diversity of our community. The proposed spur increases access into Ottumwa Park and provides a safe route from south Ottumwa neighborhoods.

**Environmental Benefits** *Describe the environmental impacts of the proposed project. Identify any features of the project that protect or improve water quality and habitat, reduce energy and water use or are innovative:*

This project will have no negative environmental impact as the trail will be constructed in the existing ROW of Wapello Street. The City of Ottumwa recently completed the construction of a roundabout at the corner of Albia Road and Wapello, which included removal of a section of the paved shoulder which provided access into Ottumwa Park. The city, in anticipation of a future trail, has done part of the grading that will be required when the trail spur is constructed.

**Public Benefit Served** *Identify benefits to be derived from the project in terms of populations being served and resource management/protection. This discussion should also include expected impacts caused by users, as well as impacts on economic, cultural, aesthetic and quality of life.*

*Proposed projects, must meet the requirements described in the Assurance of Compliance with Americans with Disabilities and Civil Rights. Explain how development projects meet these requirements.*

#### BENEFITS

1. Increased trail access. The trail section into the park will connect residents in south Ottumwa to trails in the park as well as the levee trail system via Ottumwa Park's tunnel under US 34.
2. Safer access to the park for walkers, runners, and bicycles. The only access to the park is along Wapello Street where traffic travels at speeds up to 45 MPH, currently there is no separation between vehicle and non-motorized traffic.
3. Increased access to physical activity opportunities by residents on the south side of Ottumwa. The trail provides for physical activity such as bicycling, jogging and walking and connects to Greater Ottumwa Park which allows trail users to continue these activities. The Park also provides space for other physical activities including: basketball, sand volleyball, soccer, softball and tennis.
4. Improved access to natural resources in the community for residents on the south side. This trail provides connectivity to the natural resources in and around Greater Ottumwa Park. These include the open spaces within the park as well as the lagoons which are stocked for fishing, and also the Des Moines River which is connected to the park through a tunnel under US 34.

#### IMPACTS

1. More south side residents will use the trail system. This trail will provide connectivity to the Greater Ottumwa Park and the levee trails. Later when all phases of the Oxbow Link Trail are complete it will connect to the Milner Neighborhood trail and Church Street business district.
2. Improved Safety for bicyclists and pedestrians on Wapello Street. The trail will provide separation between non-motorized users traveling between residential neighborhoods and Ottumwa Park and vehicles on Wapello Street.
3. Improved Quality of life for residents on the south side. Families interested in relocating to Ottumwa frequently ask realtors about the trail system as it is a desirable amenity that can contribute to a positive quality of life.

## ADA AND CIVIL RIGHTS CONSIDERATIONS

The trail will be designed to be ADA accessible and used by people of all abilities. To accomplish this the trail will address the 10 provisions of trail design for accessibility:

1. Surface-firm, smooth surface
2. Clear tread width--Trails are 8 to 10 feet wide
3. Openings--this does not apply to Ottumwa's trails since the majority of the surface is paved
4. Protruding objects--all vegetation will be clear of the trail.
5. Tread obstacles--this does not apply to the majority of Ottumwa's paved trails
6. Passing space—All trails are currently 8 feet wide
7. Slope--the cross slope will be less than 1:20 and the running slope cannot exceed 1:20 for any distance. If resting intervals are provided every 30 feet, the running slope may be a maximum of 1:10 and every 10 feet, the slope may be a maximum of 1:8.
8. Rest intervals--a resting interval must be 60 inches in length and be the width of the trail. There are three of these rest intervals, located on both the north and south levee trails.
9. Edge protection--edge protection is not required but where it is, it must have a minimum height of 3 inches
10. Signage—Signage will be updated to use universal symbols recognized by most people.

**Local Support** *Explain the extent of public participation in the formulation of this proposed project. Describe the process and mechanisms used and the findings. Do not include actual public participation reports, board meeting minutes and petitions, rather reference their existence and conclusion in this section.*

The idea for the Oxbow Lagoon Link Trail started to develop with the Wapello County Trails Council approximately seven years ago. There were trails inside Greater Ottumwa Park and a partial section of trail along the east side of Oxbow. The organization believed that the park was important gathering place in the community offering a variety of passive and active outdoor recreation activities and having trails on both sides of the Oxbow would be a valuable amenity. This idea has been refined and included in five planning documents since inception, following each document's public involvement process, a summary of the major points follows.

The concept for this project was included in the Riverfront Renaissance Master Plan as a recommendation for the Oxbow area. Development of the Riverfront Renaissance plan was guided by a steering committee that included local officials, residents, business, and property owners, who acted as representatives of the community and met monthly to discuss the plan. Two public meetings were held, one to help develop a community vision, the second to present the draft plan. This document was adopted in 2015.

Following the Riverfront Master Plan, the Oxbow Lagoon Link trail was included in Ottumwa's Bicycle and Pedestrian Plan and designated a priority 1 corridor. This document was developed through consultations between the City of Ottumwa and the Wapello County Trails Council. A presentation to the Ottumwa City Council on the plan received significant local news coverage, with coverage in the newspaper and on the local tv news. The trails plan was adopted in 2017 and incorporated into subsequent local and regional planning documents.

The bicycle and pedestrian plan was incorporated into Our Ottumwa: 2040 Comprehensive Plan, this included the Oxbow Lagoon Link. To reach the widest range of residents, the City developed a communication plan to guide the citizen involvement and provide a variety of engagement opportunities. A website was created and maintained during the process to provide information about the plan, publicize meetings, and a source of public input via the comment section. An advisory committee, consisting of representatives from the city, local organizations and interest groups met regularly and provided feedback. A public workshop was held to provide an overview and offer interactive visual, priority and mapping exercises for attendees. Public input was also gathered through a community survey that asked residents thirty-five questions about life in Ottumwa.

Development of phase 1 of the Oxbow Lagoon Link, running from Richmond Ave to Greater Ottumwa Park along the Wapello Street ROW was prioritized after completion of the two roundabouts on Wapello Street in 2019. The project was chosen due to its inclusion in the city's Bicycle and Pedestrian Plan, and Comprehensive Plan, access considerations as discussed previously in the need, and readiness (no ROW acquisition necessary).

### **Letters of Support**

**Public Communications Plan** *A description of the public communications plan shall be included in every project. If the grant is approved for funding, this plan must be implemented. The plan must include how the applicant will inform and advise users about the importance of the project and plans to promote the project to expected user groups upon completion of the project and into the future.*

*City officials will be kept informed of the project through email and discussion at monthly council meetings. The public will be informed through status reports on the City's website and social media channels, and press releases regarding award and completion to local print, radio, and television media. The Wapello County Trails Council will also post award and project status on the organization's website.*

After completion of the project, there will be a dedication of the new trail that will include recognizing the support of Iowa DNR that will be posted on the City's social media. The City will also post a sign along the trail section to inform trail users the section was funded through REAP.

### **Communication and Outreach Upload** *Optional*



**Project Budget** Provide the budget for your project. Include types of construction, dimensions, lengths. This can be an upload of a budget sheet or completed in the table below. Items that must be included in the budget are: project components, component cost, REAP request, other funding and whether those funds are secured.

Up to 20% can be used for engineering and design. Appraisal costs are eligible. This itemized cost listing will be the basis for determining what items are eligible for REAP funding. Items not listed will not be eligible for funding under the grant agreement.

Project Component	Component Cost	REAP request	Other funding	Secured
Excavation	57000	57000	0	
Topsoil	4500	4500	0	
PCC	54000	54000	0	
Construction survey	3500	3500	0	
Traffic Control	2500	2500	0	
Mobilization	20000	20000	0	
Mulching	1750	1750	0	
Seeding and fertilizing	1750	1750	0	

**Budget, funding and Timeline Narrative** *(optional)*

**Upload Budget**

# Minority Impact Statement

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa shall include a Minority Impact Statement. This is the state's mechanism to require grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

- Question number1.

I have reviewed the Iowa Code Section 8.11 defining "Minority Persons" \*  
"Minority Persons", as defined in Iowa Code Section 8.11, mean individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 5, paragraph "b", subparagraph (1): b. As used in this subsection: (1) "Disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual. "Disability" does not include any of the following: (a) Homosexuality or bisexuality. (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders. (c) Compulsive gambling, kleptomania, or pyromania. (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

- Yes

- Question number2.

Please choose the statement that pertains to this grant application. \*  
Complete all the information requested for the chosen statement.

- The proposed grant project programs or policies could have a disproportionate or unique POSITIVE impact on minority persons.
- The proposed grant project programs or policies could have a disproportionate or unique NEGATIVE impact on minority persons.
- The proposed grant project programs or policies are NOT EXPECTED to have a disproportionate or unique impact on minority persons.

- Question number2.1.

Present the rationale for determining no impact. \*

This project will not displace any residence or businesses, or affect any services.

- Question number3.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge: \*

YES

## REAP Signatures

- Question number1.

Upon signing in the space provided below, the applicant agrees to conform with the requirements in the following two paragraphs pertaining to ADA/Section 504 accessibility guidelines and civil rights assurance. \*

I, the undersigned, certify that the applying entity has reviewed Section 504 of the Rehabilitation Act of 1975, Title II of the American with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, and the Iowa Civil Rights Act of 1965, each Act as amended, and agrees to abide by all requirements from the Acts, associated regulations, guidance documents, and to any other related requirement imposed by federal or state law or the Iowa Department of Natural Resources, related to this project. Applicant-Recipient further agrees and gives full assurance that it will immediately take any and all measures necessary to effectuate the referenced laws and shall not, on the basis of race, color, creed, national origin, age, physical or mental ability, sex, sexual orientation, gender identity, religion, or retaliation, allow any person to be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under or from any project or activity undertaken by the Applicant-Recipient for which the Applicant-Recipient receives REAP grant dollars or other assistance from the Iowa Department of Natural Resources.

This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appears below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Larry Seal:

- Question number2.

City or County Approval \*

I, the undersigned, certify that the city council/county conservation board has reviewed this proposed project and approved its submittal for Resource Enhancement and Protection (REAP) grant consideration.

Type name below.

Larry Seal:

- Question number3.

City Council/County Conservation Board Resolution

Optional - Upload the approved City Council Resolution or minutes approving of the submittal of this application.

Larry Seal:

- Question number4.

REAP County Committee Approval \*

I, the undersigned, verify that the County Resource Enhancement Committee reviewed the proposed project for which this application is submitted. If the committee provided comments, a summary of those comments has been signed and dated by me and attached to this application.

Type REAP County Chairperson's name below.

Wayne H.

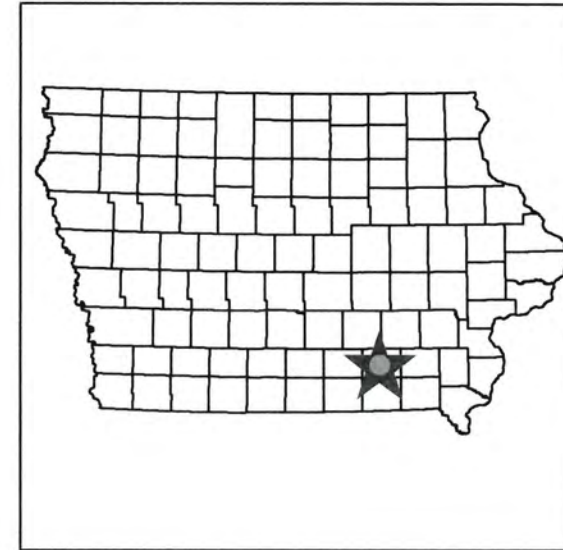
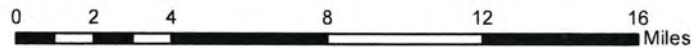
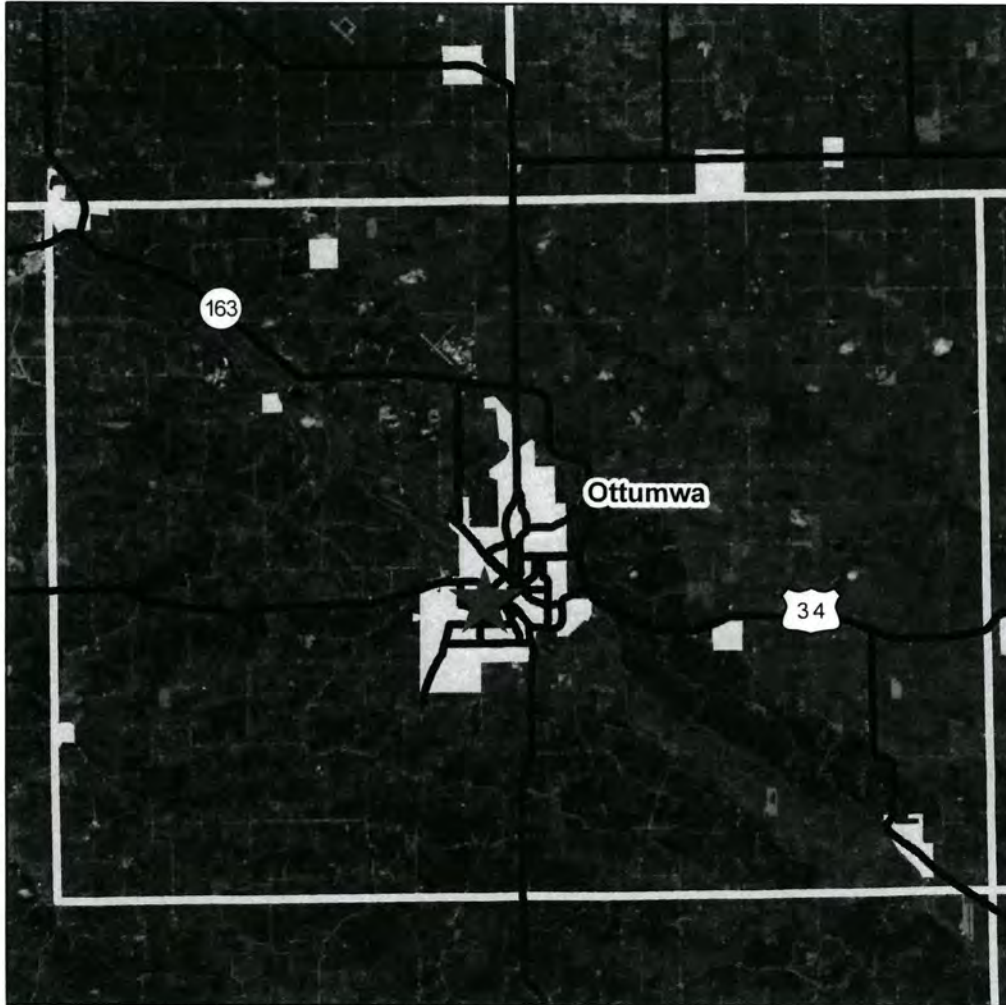
- Question number5.  
REAP County Committee Chair Email

Provide the email of the REAP County Committee Chairperson.



whuit@w

- Question number6.  
Upload REAP County Committee Information  
Optional - Upload any relevant information from the REAP County Committee.  
Minutes from meetings, etc.

# Oxbow Lagoon Link Trail Project Location Map



## Legend

-  Oxbow Lagoon Link Trail
-  Major Roads

Map prepared by the  
Area 15 Regional  
Planning Commission  
Sources: ESRI, Iowa  
DOT, City of Ottumwa.



# Ottumwa Bicycle and Pedestrian Plan

*Pathways to Healthy Neighborhoods*

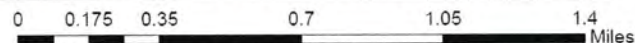
## All Corridors - South Side



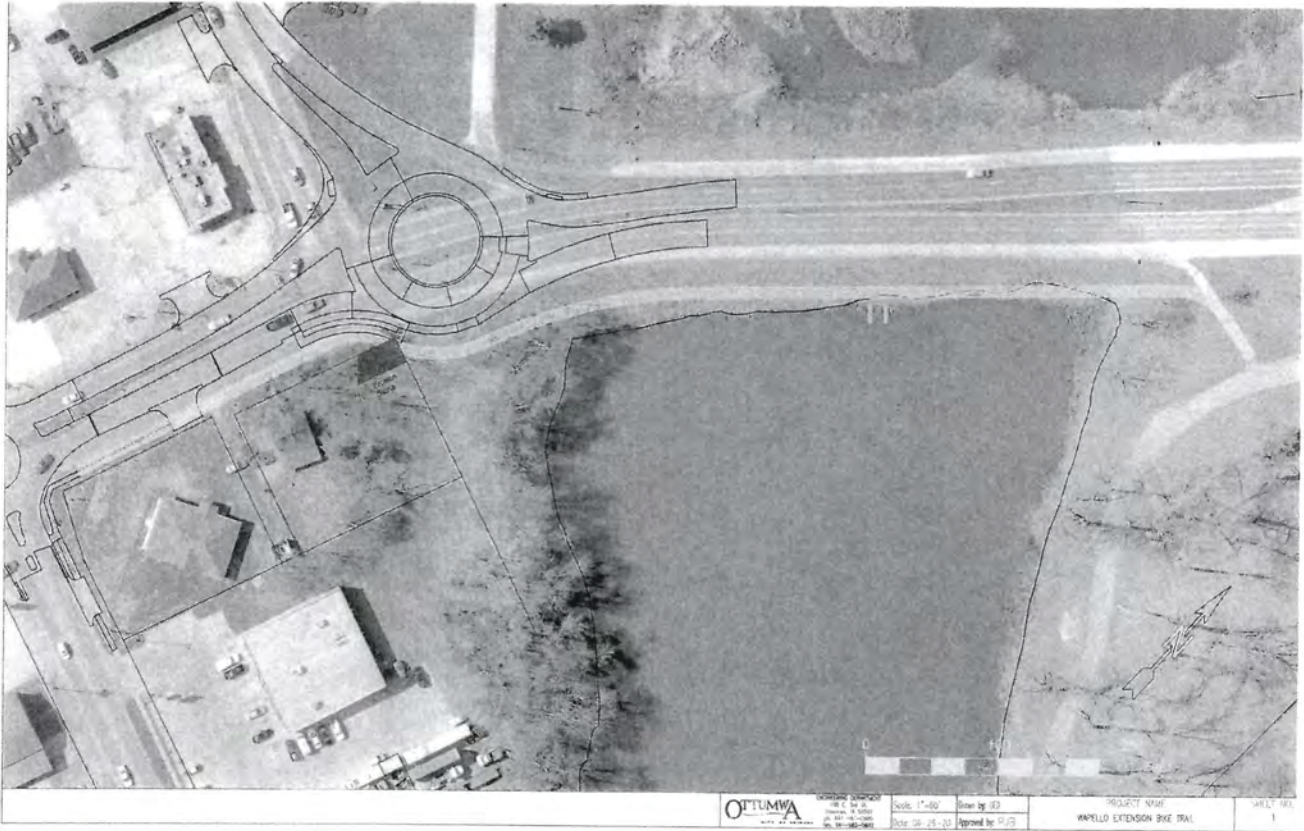
### Legend

- 8 8ft Sidepath
- 6 6ft Sidewalk
- P Trailheads/Parking
- Scenic Corridor
- Priority 4 Corridor
- Priority 3 Corridor
- Priority 2 Corridor
- Priority 1 corridor
- Existing Sidepath
- Existing Sidewalk
- Existing Trails
- Proposed Trails
- High Density Housing
- Major Employers
- Schools
- Destinations
- Major Commercial Areas
- Parks

Map prepared by the Area 15  
Regional Planning Commission  
Sources: ESRI, Iowa DOT,  
Wapello County GIS, Wapello  
County Trails Council.  
Date prepared: 11-02-20



Aerial view with proposed trail indicated in yellow.





Photos of the proposed site



Looking SW from the banks of the oxbow in Ottumwa Park.



Looking south along Wapello Street.



Looking south from the entrance into the park.

# OTTUMWA

CITY OF BRIDGES...RIVER OF OPPORTUNITY

Wapello County Trails

August 14, 2020

PO Box 121

Ottumwa, IA 52501

Dear Kim,

This letter comes in support of your efforts to expand the trails program in the City. The addition of the trail connection to the Greater Ottumwa Park is a wonderful addition which provides safety and access for citizens to use. Through the REAP grant you will make this much more accessible for using the entire trail program.

We want to recognize the work your group has done to grow the trails in the City of Ottumwa. This spur will help to connect the entire trail system and take advantage of your previous trail development. The addition of this improvement will increase the trail usage. Your plan provides for more pedestrian safety and recreational usage of the park system.

Thank you for your continual cooperation and collaboration to make our community more attractive and user friendly in providing the "trails" for all people to use.

Sincerely,



Tom X. Lazio, Mayor

City of Ottumwa  
105 East Third Street, Ottumwa, Iowa 52501  
Telephone 641-683-0600 Fax 641-683-0613



August 13, 2020

Tammie Krausman, REAP Coordinator  
Iowa Department of Natural Resources  
Wallace State Office Building  
Des Moines, IA 50319

Dear Ms. Krausman,

Greater Ottumwa Partners in Progress is pleased to offer this letter of support on behalf of Ottumwa Trail Council's application for the Open Spaces Grant Program.

As we understand, the project will include a trail spur commencing from Richmond Ave., a major commercial and retail area, north to Greater Ottumwa Park, providing safe access from southern neighborhoods to the existing 14 miles of trailway. This spur will provide yet another gateway from a different point within the city that's easy to walk or bike for health or recreational purposes. There are many features along the Des Moines River to discover while on the trail.

Residents and visitors agree that their Ottumwa experiences are friendly, helpful and fun! If you haven't been here lately, it's time to discover, or re-discover, all the exceptional opportunities that await you in #IowaSouth. Thank you for your consideration, and we hope you look favorably upon this proposal.

Sincerely,

A handwritten signature in cursive script that reads 'Sharon Stroh'.

Sharon Stroh, VP Organizational Communication  
Greater Ottumwa Partners in Progress



August 11, 2020

Ms. Tammie Krausman,  
REAP Coordinator  
Iowa Department of Natural Resources  
Wallace State Office Building  
Des Moines, IA 50319

Dear Ms. Krausman,

I am writing in support of this grant request to create a trail spur for the Wapello County Trail System. The trail spur will go from Richmond Avenue into Greater Ottumwa Park, provide safe access from South Ottumwa neighborhoods into the park and improve accessibility to the current trail system.

As a resident of Ottumwa, I make use of the trail system almost every weekend. Having such a diverse and accessible trail system along the river is a tremendous benefit of living in Ottumwa. I am excited at the prospect of making our trail system accessible to even more of my fellow residents.

This trail system serves as one of the cornerstones in marketing our destination to visitors, as the Greater Ottumwa Convention & Visitors Bureau utilizes and promotes the trails in both print and digital channels. Assets such as the Wapello County Trail System are especially essential during these challenging times, as visitors look for destinations with safe outdoor options that can be enjoyed by the entire family.

Thank you for your consideration.

Best regards,

A handwritten signature in cursive script, appearing to read 'Andrew Wartenberg'.

Andrew Wartenberg  
Executive Director  
Greater Ottumwa Convention and Visitor's Bureau

<b>Project Component</b>	<b>Description</b>	<b>Project Cost</b>	<b>REAP Request</b>	<b>Total</b>
EXCAVATION, CLASS 10 ROADWAY AND BORROW	<b>1900 cu.yd.</b>	<b>\$57,000</b>	<b>\$57,000</b>	<b>\$57,000</b>
TOPSOIL, STRIP, SALVAGE AND SPREAD	<b>300 cu.yd.</b>	<b>4,500</b>	<b>4,500</b>	<b>4,500</b>
MODIFIED SUBBASE	<b>100 cu.yd.</b>	<b>4,000</b>	<b>4,000</b>	<b>4,000</b>
STANDARD OR SLIP FORM PCC, CL C, CLASS 3 DURABILITY, 7 IN	<b>900 sq. yd.</b>	<b>54,000</b>	<b>54,000</b>	<b>54,000</b>
CONSTRUCTION SURVEY		<b>3,500</b>	<b>3,500</b>	<b>3,500</b>
TRAFFIC CONTROL		<b>2,500</b>	<b>2,500</b>	<b>2,500</b>
MOBILIZATION		<b>20,000</b>	<b>20,000</b>	<b>20,000</b>
MULCHING		<b>1,750</b>	<b>1,750</b>	<b>1,750</b>
SEEDING AND FERTILIZING		<b>1,750</b>	<b>1,750</b>	<b>1,750</b>
TOTAL		<b>\$149,000</b>	<b>\$149,000</b>	<b>\$149,000</b>

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: August 17, 2021

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Alicia Bankson  
Prepared By  
*Larry Seals*  
\_\_\_\_\_  
Department Head

\_\_\_\_\_  
*[Signature]*  
City Administrator Approval

AGENDA TITLE: Resolution #165-2021. Approving Professional Services Agreement between the City of Ottumwa and Garden & Associates for the Richmond Ave Pump Station pressure main.

\*\*\*\*\*

**\*\*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 #165-2021 approving the Professional Services Agreement and authorizing the Mayor to sign agreement.

DISCUSSION: The Agreement provides for the design and bid phase services including preliminary site survey for design purposes, plan development, specification, phasing, IDNR permitting and shop drawings review.

During construction of Phase V Sewer Separation Project it was determined that the existing force main (installed in 1951) was approaching the end of its useful life. As part of Phase V project a new 16" force main was installed between the Richmond Pump Station and a trunk sewer at the intersection of Milner St. and Finley Ave. The outfall end of the new line has been connected as part of the Milner Street Reconstruction Project and this design will allow the connection of the station end and prevent future emergency repairs while increasing line capacity.

Once plans and permitting have been completed we will proceed with letting.

This is a standard hourly rate contract estimated at \$20,000.

RESOLUTION #165-2021

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE CITY OF OTTUMWA AND GARDEN & ASSOCIATED, LTD,  
FOR THE RICHMOND AVENUE PUMP STATION PRESSURE MAIN PROJECT

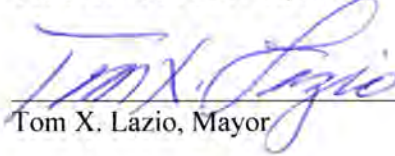
WHEREAS, This Agreement provides for the design and bid phase services including preliminary site survey for design purposes; and

WHEREAS, The consulting engineering services of Garden & Associates, Ltd, is an hourly contract estimated at \$20,000.00 as described in the agreement.

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

APPROVED, PASSED, AND ADOPTED, this 17<sup>th</sup> day of August 2021.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



PROFESSIONAL SERVICES AGREEMENT

This agreement made between City of Ottumwa, Iowa

the CLIENT and GARDEN & ASSOCIATES, LTD., the CONSULTANT, for services concerning the following PROJECT:

Richmond Pump Station Connection and associated improvements.

GARDEN & ASSOCIATES, LTD. agrees to perform the following professional services in connection with the PROJECT:

Design and Bid Phase services including IDNR consultation and specification development.

Construction Phase services including shop drawing review and Engineer communication.

The CLIENT hereby agrees to provide the CONSULTANT all criteria, design and construction standards, and full information as to the CLIENT'S requirements for the PROJECT. Other terms and conditions of this contract, including time of performance are as follows:

Construction staking, observation, and administration will be by the City of Ottumwa.

The CLIENT agrees to compensate the CONSULTANT for services rendered under this agreement on the following basis:

Standard hourly rates with an estimated cost of \$20,000; rate schedule is attached.

THIS AGREEMENT IS SUBJECT TO ALL THE TERMS AND CONDITIONS ATTACHED HERETO.

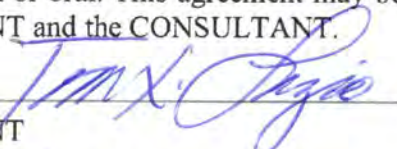
This agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.

CLIENT

DATE

FOR GARDEN & ASSOCIATES, LTD.

DATE



8/17/2021



8/9/21

## ATTACHMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

### GENERAL CONDITIONS

**Reference Conditions:** Garden & Associates, Ltd. will hereinafter be referenced as CONSULTANT and the above referenced CLIENT will be referred to as CLIENT. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

**Change Order:** The term "Change Order" as used herein is a written order to CONSULTANT and signed by CONSULTANT and CLIENT, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

**Severability:** The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereto shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

**Billings/Payments:** Invoices for services shall be submitted at CONSULTANT's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, CONSULTANT may, without waiving any claim or right against the CLIENT and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of CONSULTANT. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection including reasonable attorney's fees.

**Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Applicable Law:** The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Iowa.

**Standard of Care:** Services performed by CONSULTANT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty of guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

**Professional Liability:** CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all construction contractors and subcontractors on the "Project" arising from negligent professional acts, errors, or omissions, such that CONSULTANT's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater.

**Indemnification:** The CLIENT shall indemnify and hold harmless CONSULTANT and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except CONSULTANT). CONSULTANT shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of CONSULTANT or anyone directly or indirectly employed by CONSULTANT (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and CONSULTANT, then the responsibility shall lie between the CLIENT and CONSULTANT in proportion to their contribution of negligence. In no case shall CONSULTANT's liability exceed the limit of liability established under the Professional Liability Section of this contract, and in no event shall liability exist for any lost profits or loss of use.

**Terms:** Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and affect from the date first written on the Agreement until the date of completion of the services or either party becomes insolvent, make an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate the Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, CLIENT shall pay and reimburse CONSULTANT for services rendered and costs incurred by CONSULTANT prior to the effective date of termination. The indemnification of CONSULTANT by CLIENT wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

**Without Representation or Warranty:** CONSULTANT makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. CONSULTANT assumes no responsibility with respect to CLIENT's use thereof.

**Applicability:** These General Conditions, being part of an Agreement for Professional Services between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

**On-site Observation:** In the event that any on-site observation of Contractors' work shall be included as a part of these services, the CONSULTANT shall endeavor to guard the CLIENT against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee or warrant the performance of the Contractor. The CONSULTANT is not responsible for the construction means, methods, techniques, sequence or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The CONSULTANT is not responsible for the Contractor's failure to execute the work in accordance with the construction contract, nor is the CONSULTANT responsible for defects or omissions in work performed as part of any construction contract by the Contractor, or any Subcontractors or any of the Contractor's or Subcontractor's employees, or that of any person or entities responsible for performing such work.

**Time of Performance:** Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.

**Opinion of Construction Cost:** Any Opinion of Construction Cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to client.

**Additional Services:** Normal and customary services do not include services as defined as Additional Services. Additional Services shall be performed as requested in writing by the CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the CONSULTANT's Standard Fee Schedule or as set forth in a written Scope of Services defined by the CLIENT and the CONSULTANT.

**Fee Schedule:** Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges and reimbursable expenses for services and costs incurred by CONSULTANT, they shall be based on the annually adopted Standard Rate Schedule of CONSULTANT for the period from March 1<sup>st</sup> through February 28<sup>th</sup> of each year. The Standard Rate Schedule will annually be subject to change each March 1<sup>st</sup> of each year.

**Enforcement:** In the event Client should fail to perform any obligation hereunder, Client agrees to pay all costs of enforcement, including CONSULTANT's reasonable attorney fees and court costs. The parties further agree that in the event of litigation thereon, that the District Court of Mahaska County shall have exclusive jurisdiction, unless waived in writing by CONSULTANT.

**GARDEN & ASSOCIATES, LTD.**  
**2021 RATE SCHEDULE**

<u>CLASSIFICATION</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 152.00
Project Manager	\$ 147.00
Engineer 1	\$ 135.00
Engineer 2	\$ 123.00
Engineer 3	\$ 114.00
Engineer 4	\$ 105.00
Engineer 5	\$ 98.00
Surveyor 1	\$ 124.00
Surveyor 2	\$ 119.00
Surveyor 3	\$ 102.00
Technician 1	\$ 113.00
Technician 2	\$ 97.00
Technician 3	\$ 92.00
Technician 4	\$ 85.00
Technician 5	\$ 74.00
Technician 6	\$ 60.00

**REIMBURSABLE EXPENSES**

Mileage, Per Mile	\$ 0.56
Printing, Per Square Foot	\$ 0.25
Printing - Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.25
Copying - Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 47.00
Robotic Total Station Equipment, Per Hour	\$ 47.00
ATV GPS Mapping, Per Hour	\$ 125.00
Laser Scanning, Per Hour	\$ 155.00
GIS, Mapping Equipment, Per Hour	\$ 10.00

**OTHER REIMBURSABLE EXPENSES**

- 1 Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
- 2 All other direct expenses will be invoiced at cost.

**ADJUSTMENTS TO FEE SCHEDULE**

- 1 Rate Schedule effective March 1, 2021 through February 28, 2022. The Rate Schedule shall be subject to change each March 1st of each year

CITY OF OTTUMWA

Staff Summary: 5

**\*\* ACTION ITEM \*\***

Council Meeting of: August 17, 2021

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Alicia Bankson  
Prepared By  
*Larry Sawyer*  
Department Head *ab*

*Oliver R...*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Resolution #166-2021. Approve a Right-of-Way License Agreement between the City of Ottumwa and PEG Bandwidth IL, LLC and authorize the Mayor to sign said Agreement.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and Adopt Resolution #166-2021.

DISCUSSION: PEG Bandwidth IL, LLC is requesting a Right-of-Way License Agreement to lay a Network Segment route for a communications system consisting of 107,773 feet of network. The granted license will allow PEG Bandwidth IL, LLC to construct, maintain, inspect, protect, repair, replace and retain a Network Segment in, under, upon, along and across the public property shown and identified in Exhibit A attached, subject to the regulatory powers of the City and subject to the conditions set forth. PEG Bandwidth IL, LLC will not expand the Network Segment or create or install a new network segment except on the terms provided in the Agreement.

**REMOVED FROM AGENDA – NO ACTION TAKEN**

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #166-2021

RESOLUTION APPROVING A RIGHT-OF-WAY LICENSE AGREEMENT WITH  
PEG BANDWIDTH IL, LLC

WHEREAS, as the City of Ottumwa, Iowa desires to approve a Right-of-Way License Agreement with Bandwidth IL, LLC, to lay a Network Segment route for a communications system consisting of 107,773 feet of network.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the proposed Right-of-Way License Agreement between the City of Ottumwa and PEG Bandwidth IL, LLC is hereby approved and the Mayor is authorized to sign said Right-of-Way License Agreement on behalf of the City of Ottumwa.

APPROVED, PASSED, AND ADOPTED, this 17<sup>th</sup> day of August 2021.

CITY OF OTTUMWA, IOWA

---

Tom X. Lazio, Mayor

ATTEST:

---

Christina Reinhard, City Clerk

**REMOVED FROM AGENDA – NO ACTION TAKEN**

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: August 17, 2021

Alicia Bankson

Prepared By

Jerry Seals  
Department Head

Engineering Department  
Department

[Signature]  
City Administrator Approval

AGENDA TITLE: Resolution #167-2021. Approving Supplemental Agreement No. 2 between the City of Ottumwa and Garden & Associates, LTD for additional Professional Engineering Services for construction surveying for the Woodland Avenue Reconstruction Project.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution #167-2021.

DISCUSSION: The City of Ottumwa entered into a Professional Services Agreement with Garden & Associates on November 5, 2019 for design and bid phase services including preliminary site survey for design purposes for the Woodland Avenue Reconstruction Project.

Supplemental Agreement No 2 consist of additional professional services for construction staking for cross country sanitary, storm sewer and pavement layout.

The estimated cost for the Agreement is \$16,000 based on a standard hourly rate. This will increase the contract by \$16,000.

Base Design	\$30,000
Extended Design Limits No 1	\$10,000
Construction Staking No 2	\$16,000
Total Engineering	\$56,000

Base Bid \$857,279.65

Funding:

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

Source of Funds: RU/LOST

Budgeted Item: YES

Budget Amendment Needed: YES

RESOLUTION #167-2021

A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 2 BETWEEN THE CITY OF OTTUMWA AND GARDEN & ASSOCIATES, LTD FOR THE WOODLAND AVENUE RECONSTRUCTION PROJECT.

WHEREAS, A Professional Services Agreement was entered into on November 5, 2019 between the City of Ottumwa and Garden & Associates, LTD for design and bid phase services including preliminary site survey for design purposes for the Woodland Avenue Reconstruction Project., and

WHEREAS, This Resolution will approve Supplemental Agreement No. 2 for additional professional services for construction staking for cross country sanitary, storm sewer and pavement layout. This will increase the contract by \$16,000.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The said Supplemental Agreement No. 2, between the City of Ottumwa and Garden & Associates, Ltd is hereby approved and the Mayor is authorized to sign.

APPROVED, PASSED, AND ADOPTED, this 17<sup>th</sup> day of August, 2021.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

  
\_\_\_\_\_  
Christina Reinhard, City Clerk





# GARDEN & ASSOCIATES, LTD.

1701 3<sup>rd</sup> Avenue East, Suite 1 • P.O. Box 451 • Oskaloosa, IA 52577

Phone: 641.672.2526 • Fax: 641.672.2091

February 19, 2021

City of Ottumwa  
105 E. Third St.  
Ottumwa, IA 52501  
Attn: Larry Seals

Re: East Woodland Avenue  
Ottumwa, Iowa  
Construction Survey Services

Dear Larry:

We are pleased to submit this proposal to provide construction survey services in association with the referenced project. We propose to offer construction staking services for the following items:

- Survey control
- Removals/Clearing limits
- Easements
- Sanitary sewer
- Storm sewer
- Paving

We propose to furnish said services based on the actual time and materials spent on the project with a Maximum Fee of \$16,000. This includes staking each of these items one time only.

If this proposal meets with your approval, please let us know as soon as possible so we can arrange the work in our schedule. If you have any questions regarding this proposal please be sure to contact me. Thank you for considering us for this work; we look forward to continuing to work with you on this project.

Yours truly,  
**GARDEN & ASSOCIATES, LTD.**

Bradley J. Uitermarkt, P.E.

BJU

**ATTACHMENT TO AGREEMENT FOR PROFESSIONAL SERVICES  
GENERAL CONDITIONS**

**Reference Conditions:** Garden & Associates, Ltd. will hereinafter be referenced as CONSULTANT and the above referenced CLIENT will be referred to as CLIENT. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

**Change Order:** The term "Change Order" as used herein is a written order to CONSULTANT and signed by CONSULTANT and CLIENT, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement.

**Severability:** The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereto shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

**Billings/Payments:** Invoices for services shall be submitted at CONSULTANT's option either upon completion of such services or on periodic basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, CONSULTANT may, without waiving any claim or right against the CLIENT and without liability whatsoever to the CLIENT, terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of CONSULTANT. In the event any portion or all of an account remains unpaid 90 days after billing, the CLIENT shall pay all costs of collection including reasonable attorney's fees.

**Waiver:** No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

**Applicable Law:** The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Iowa.

**Standard of Care:** Services performed by CONSULTANT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty of guarantee is included or intended in this Agreement, or in any report, opinion document, or otherwise.

**Professional Liability:** CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all construction contractors and subcontractors on the "Project" arising from negligent professional acts, errors, or omissions, such that CONSULTANT's total aggregate liability shall not exceed \$50,000.00 or the total fee for this contract, whichever is greater.

**Indemnification:** The CLIENT shall indemnify and hold harmless CONSULTANT and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the CLIENT or anyone directly or indirectly employed by the CLIENT (except CONSULTANT). CONSULTANT shall indemnify and hold harmless the CLIENT and all of its personnel from and against damages, losses and expenses arising out of or resulting from the performance of the services, up to the limit of liability agreed to under the professional liability section of this contract, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission of CONSULTANT or anyone directly or indirectly employed by CONSULTANT (except the CLIENT). In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and CONSULTANT, then the responsibility shall lie between the CLIENT and CONSULTANT in proportion to their contribution of negligence. In no case shall CONSULTANT's liability exceed the limit of liability established under the Professional Liability Section of this contract, and in no event shall liability exist for any lost profits or loss of use.

**Terms:** Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the Agreement until the date of completion of the services or either party becomes insolvent, make an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate the Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, CLIENT shall pay and reimburse CONSULTANT for services rendered and costs incurred by CONSULTANT prior to the effective date of termination. The indemnification of CONSULTANT by CLIENT wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

**Without Representation or Warranty:** CONSULTANT makes no representation or warranty of any kind, including but not limited to, the warranties of fitness for a particular purpose or merchantability, nor for such warranties to be implied with respect to the data or service furnished. CONSULTANT assumes no responsibility with respect to CLIENT's use thereof.

**Applicability:** These General Conditions, being part of an Agreement for Professional Services between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

**On-site Observation:** In the event that any on-site observation of Contractors' work shall be included as a part of these services, the CONSULTANT shall endeavor to guard the CLIENT against apparent defects and deficiencies in the permanent work constructed by the Contractor but does not guarantee or warrant the performance of the Contractor. The CONSULTANT is not responsible for the construction means, methods, techniques, sequence or procedures, time of performance, programs, or for any safety precautions in connection with the construction work. The CONSULTANT is not responsible for the Contractor's failure to execute the work in accordance with the construction contract, nor is the CONSULTANT responsible for defects or omissions in work performed as part of any construction contract by the Contractor, or any Subcontractors or any of the Contractor's or Subcontractor's employees, or that of any person or entities responsible for performing such work.

**Time of Performance:** Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the other or the other's employees and agents.

**Opinion of Construction Cost:** Any Opinion of Construction Cost prepared by the CONSULTANT represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the CONSULTANT has no control over the cost of labor and material or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such opinions as compared to Contractor bids or actual cost to client.

**Additional Services:** Normal and customary services do not include services as defined as Additional Services. Additional Services shall be performed as requested in writing by the CLIENT and shall be billed to the CLIENT on an hourly basis at hourly fees set forth in the CONSULTANT's Standard Fee Schedule or as set forth in a written Scope of Services defined by the CLIENT and the CONSULTANT.

**Fee Schedule:** Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges and reimbursable expenses for services and costs incurred by CONSULTANT, they shall be based on the annually adopted Standard Rate Schedule of CONSULTANT for the period from March 1<sup>st</sup> through February 28<sup>th</sup> of each year. The Standard Rate Schedule will annually be subject to change each March 1<sup>st</sup> of each year.

**Enforcement:** In the event Client should fail to perform any obligation hereunder, Client agrees to pay all costs of enforcement, including CONSULTANT's reasonable attorney fees and court costs. The parties further agree that in the event of litigation thereon, that the District Court of Mahaska County shall have exclusive jurisdiction, unless waived in writing by CONSULTANT.

**GARDEN & ASSOCIATES, LTD.**  
**2021 RATE SCHEDULE**

<u><b>CLASSIFICATION</b></u>	<u><b>Hourly Rate</b></u>
Principal Engineer	\$ 152.00
Project Manager	\$ 147.00
Engineer 1	\$ 135.00
Engineer 2	\$ 123.00
Engineer 3	\$ 114.00
Engineer 4	\$ 105.00
Engineer 5	\$ 98.00
Surveyor 1	\$ 124.00
Surveyor 2	\$ 119.00
Surveyor 3	\$ 102.00
Technician 1	\$ 113.00
Technician 2	\$ 97.00
Technician 3	\$ 92.00
Technician 4	\$ 85.00
Technician 5	\$ 74.00
Technician 6	\$ 60.00

**REIMBURSABLE EXPENSES**

Mileage, Per Mile	\$ 0.56
Printing, Per Square Foot	\$ 0.25
Printing - Color, Per Square Foot	\$ 2.00
Copying, Per Sheet	\$ 0.25
Copying - Color, Per Sheet	\$ 1.50
GPS Survey Equipment, Per Hour	\$ 47.00
Robotic Total Station Equipment, Per Hour	\$ 47.00
ATV GPS Mapping, Per Hour	\$ 125.00
Laser Scanning, Per Hour	\$ 155.00
GIS, Mapping Equipment, Per Hour	\$ 10.00

**OTHER REIMBURSABLE EXPENSES**

- 1 Charges for outside services such as soils and materials testing, fiscal, and legal will be billed at their invoice cost.
- 2 All other direct expenses will be invoiced at cost.

**ADJUSTMENTS TO FEE SCHEDULE**

- 1 Rate Schedule effective March 1, 2021 through February 28, 2022. The Rate Schedule shall be subject to change each March 1st of each year.

CITY OF OTTUMWA

Staff Summary

**\*\* ACTION ITEM \*\***

Council Meeting of: August 17, 2021

Engineering Department  
Department

Alicia Bankson  
Prepared By  
*Darryl Seals*  
Department Head

*Rly Rtt*  
City Administrator Approval

AGENDA TITLE: Resolution #168-2021. Approve Change Order #4 for the Blake's Branch Sewer Separation Phase 8, Division 1 Project.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution #168-2021.

DISCUSSION: Change Order #4 will provide compensation to the Contractor for separating the combined sewer on Locust Street between Birch and Cherry Street, separating the combined sewer on 2<sup>nd</sup> Street between Birch and Cherry, deleting a storm sewer manhole and install 18" diameter 90° Bend on Plum Street, adding storm sewer intakes at the alley north of Hayne Street and adding 4"/6" storm sewer pipe to connect storm leaders to the new storm sewer system.

Change Order #4 increases the contract amount by \$271,398.62. The new contract sum is \$12,154,777.25.

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

Contract	\$11,742,070.00
CO #1	\$ 51,625.13
CO #2	\$ 21,037.50
CO #3	\$ 68,646.00
CO #4	\$ 271,398.62
New contract	\$12,154,777.25

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

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #168-2021

A RESOLUTION APPROVING CHANGE ORDER #4  
FOR THE BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1 PROJECT


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

WHEREAS, Change Order #4 increases the contract amount by \$295,309.61 resulting in a new contract sum of \$12,154,777.25;

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 17<sup>th</sup> day of August, 2021.

CITY OF OTTUMWA, IOWA

  
\_\_\_\_\_  
Tom X. Lazio, Mayor

ATTEST:

  
\_\_\_\_\_  
Christina Reinhard, City Clerk



August 2, 2021

**CHANGE ORDER NO. 4**

OTTUMWA, IOWA

BLAKE'S BRANCH SEWER SEPARATION PHASE 8, DIVISION 1

This change order is to provide compensation to the Contractor for separating the combined sewer on Locust Street between Birch and Cherry Street per Supplemental Information SI-008, separating the combined sewer on 2<sup>nd</sup> Street between Birch and Cherry Street per Supplemental Information SI-09, deleting a storm sewer manhole and installing 18" diameter 90° Bend on Plum Street per Supplemental Information SI-010, adding storm sewer intakes at the alley north of Hayne Street per Supplemental Information SI-011, and adding 4"/6" Storm sewer pipe to connect storm leaders to the new storm sewer system. The cost adjustment for this change order is based on bid item unit prices and prices negotiated with the Contractor as follows:

Change Order No. 4 makes the following modifications to the contract:

- Add Item 1.9, 484 SY of "Surfacing Removal"
- Add Item 1.12, 1.0 AC of "Seeding"
- Add Item 1.13, 2 EA of "Manhole Removal"
- Add Item 1.14, 10 EA of "Intake Removal"
- Add Item 1.16.1, 920 LF of "Storm Sewer In Place, 15" Class 5 RCP"
- Add Item 1.20, 1 EA of "Connect to Existing Manhole"
- Add Item 1.22.1, 1 EA of "Manhole, SW-401, 48"
- Add Item 1.23.1, 1 EA of "Intake, SW-501"
- Add Item 1.23.3, 1 EA of "Intake, SW-503"
- Add Item 1.23.4, 4 EA of "Intake, SW-505"
- Add Item 1.23.5, 4 EA of "Intake, SW-506"
- Add Item 1.23.7, 2 EA of "Storm Sewer Intakes, SW-512, 24" Dia."
- Add Item 1.24.1, 50 LF of "Sanitary Sewer, 8" PVC"
- Add item 1.24.3, 20 LF of "Sanitary Sewer, 15" PVC"
- Add Item 1.26.1, 2 EA of "Manhole, SW-301, 48" Dia."
- Add Item 1.32.2, 3 EA of "Sanitary, 8"x6" Wye"
- Add Item 1.37, 410 SY of "8" PCC Pavement"
- Add Item 1.43, 54 SY of "4" PCC Sidewalk"
- Add Item 1.44, 20 SY of "6" PCC Driveway"
- Add Item 1.45, 56 SF of "Detectable Warning Panel"
- Add New Item 1.69, 465 LF of "Curb and Gutter, PCC, 8" Removal and Replacement"
- Add New Item 1.70, 128 SY of "PCC Full Depth Patch, 9"
- Add New Item 1.71, 186 LF of "Sanitary Sewer, 8" PVC Trenchless"
- Add New Item 1.72, 90 LF of "Sanitary Service, 6" PVC Trenchless"
- Add New Item 1.73, 115 LF of "Storm Sewer In Place, 4"/6" Dia."
- Add New Item 1.74, 1 EA of "Sanitary Sewer, 18" 90° Bend, PVC"



# VEENSTRA & KIMM, INC.

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

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

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

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Item #1.9	484 SY	\$ 15.00	\$ 7,260.00
Item #1.12	1.0 AC	\$2,000.00	\$ 2,000.00
Item #1.13	2.0 EA	\$ 600.00	\$ 1,200.00
Item #1.14	10 EA	\$ 600.00	\$ 6,000.00
Item #1.16.1	920 LF	\$ 69.00	\$63,480.00
Item #1.20	1 EA	\$1,000.00	\$ 1,000.00
Item #1.22.1	1 EA	\$3,800.00	\$ 3,800.00
Item #1.23.1	1 EA	\$2,900.00	\$ 2,900.00
Item #1.23.3	1 EA	\$5,800.00	\$ 5,800.00
Item #1.23.4	4 EA	\$4,900.00	\$19,600.00
Item #1.23.5	4 EA	\$8,200.00	\$32,800.00
Item #1.23.7	2 EA	\$1,300.00	\$ 2,600.00
Item #1.24.1	50 LF	\$ 93.00	\$ 4,650.00
Item #1.24.3	20 LF	\$ 105.00	\$ 2,100.00
Item #1.26.1	2 EA	\$5,000.00	\$10,000.00
Item #1.32.2	3 EA	\$ 80.00	\$ 240.00
Item #1.37	410 SY	\$ 47.00	\$19,270.00
Item #1.43	54 SY	\$ 65.00	\$ 3,510.00
Item #1.44	20 SY	\$ 70.00	\$ 1,400.00
Item #1.45	56 SF	\$ 50.00	\$ 2,800.00
Item #1.69	465 LF	\$ 56.75	\$26,388.75
Item #1.70	128 SY	\$ 118.50	\$15,168.00
Item #1.71	186 LF	\$ 151.62	\$28,201.32
Item #1.72	90 LF	\$ 88.52	\$ 7,966.80
Item #1.73	115 LF	\$ 15.00	\$ 1,725.00
Item #1.74	1 EA	\$1,638.75	<u>\$ 1,638.75</u>
		TOTAL	\$273,498.62

New Item #1.69 Curb and Gutter, PCC, 8" Removal and Replacement Description: "Unit price includes furnishing all labor, materials, and equipment necessary for removal and replacement of PCC Curb and Gutter including sawing, breaking, removing, disposing, final subgrade/subbase preparation, tie bars, furnishing concrete, forming and constructing concrete curb, jointing and sealing, surface curing, pavement protection, boxout for fixtures and miscellaneous associated work. Measurement will be in linear feet measured along the face of the curb."

New Item #1.70 PCC Full Depth Patch, 9" Description: "Unit price includes furnishing all labor, materials, and equipment necessary for Full Depth PCC Patches minimum 9" thick including sawing, breaking, removing, disposing of existing pavement and reinforcing, restoring subgrade, furnishing and installing tie bars and dowel bars, furnishing and placing concrete patch materials, forming and constructing integral curb, joint sawing, sealing, surface curing, pavement protection, boxout for fixtures and miscellaneous associated work. Measurement will be in square yards for each full depth patch."





**VEENSTRA & KIMM, INC.**

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

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

New Item #1.71 Sanitary Sewer, 8" PVC Trenchless Description: "Unit price includes all labor, materials, and equipment for furnishing and installing pipe, handling, trenchless installation materials and equipment, pit excavation, dewatering, placing and compacting backfill materials, pipe connections, testing, inspection, and miscellaneous associated work. Measurement will be in linear feet measured along center of pipe."

New Item #1.72 Sanitary Service, 6" PVC Trenchless Description: "Unit price includes all labor, materials, and equipment for furnishing and installing pipe, handling, trenchless installation materials and equipment, pit excavation, dewatering, placing and compacting backfill materials, pipe connections, testing, inspection and miscellaneous associated work. Measurement will be in linear feet measured along center of pipe."

New Item #1.73 Storm Sewer In Place, 4" / 6" Dia. Description: "Unit price includes all labor, materials, and equipment for furnishing and installing pipe, handling, pipe bedding, laying pipe, fittings and appurtenances, jointing, pipe connectors, trench excavation, dewatering, backfill, testing and miscellaneous associated work. Measurement will be in linear feet measured along center of pipe."

New Item #1.74 Sanitary Sewer, 18" 90° Bend, PVC Description: "Unit price includes all labor, materials, and equipment for furnishing and installing fitting, handling, pipe bedding, pipe connectors, trench excavation, dewatering, backfill, testing and miscellaneous associated work. Measurement will for each fitting installed for project. "

**Change Order No. 4 increases the contract price by \$273,498.62**

**LANGMAN CONSTRUCTION, INC.**

By [Signature]

Title Project Manager

Date 8/09/2021

**CITY OF OTTUMWA, IOWA**

By [Signature]

Title Director of Public Works

Date 8-12-2021

**VEENSTRA & KIMM, INC.**

By [Signature]

Title Project Engineer

Date 8/9/2021

**ATTEST:**

By [Signature]

Title \_\_\_\_\_

Date 8/9/2021