

TENTATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 13  
Council Chambers, City Hall

April 16, 2019  
5:30 O'Clock P.M.

- A. ROLL CALL: Council Member Streeby, Berg, Dalbey, Roe, Stevens and Mayor Lazio.
- B. CONSENT AGENDA:
1. Minutes from Special Meeting No. 11 on March 29, 2019 and Regular Meeting No. 12 on April 2, 2019 as presented.
  2. Approve the appointment of Cody McClure to the position of Equipment Operator in the Sewer Maintenance Dept. effective April 1, 2019.
  3. Consideration of Iowa Community Assurance Pool (ICAP) Law Enforcement Policy and Training Grant – approve the submission of the grant and authorize the Mayor and Chief of Police to sign all related documents.
  4. Resolution No. 72-2019, setting the date for a public hearing on the intent to dispose of City owned property located at Lot 12 in Block 12 of Blake's Addition also known as a vacant lot on North Cherry Street.
  5. Beer and/or liquor applications for: Mike's Pizza & Steakhouse, 2517 Northgate; Pizza Hut 1, 1247 Theatre Drive; Ottumwa Elks Lodge 347, temporary outdoor service area 6/18-6/22/19 at the Jimmy Jones Shelter; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. REPORTS FROM CITY OFFICERS, BOARDS, COMMISSIONS, COMMITTEES:

1. Draft Ordinance No. 3155-2019, parking lots, will be presented on 5/7/19.
2. Community Meeting – 4/18/19 at 6:00 P.M. at Westgate Towers.
3. Business license brought before City Council at the 5/7/19 meeting.

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. Award the contract for the Beach Phase 4, RFP 1X, Kitchen Floor Resurface and authorizing the Mayor to sign the contract.

RECOMMENDATION: Award the contract for the Beach Phase 4, RFP 1X, Kitchen Floor Resurface, to Surface Sealers, Inc., of Lincoln, NE, in the amount of \$6,710.

2. Award the contract for the Beach Phase 4, RFP 2X New Overhead Doors and authorizing the Mayor to sign the contract.

RECOMMENDATION: Award the contract for the Beach Phase 4, RFP 2X New Overhead Doors to Reed Overhead Doors of Ottumwa, Iowa, in the amount of \$8,250.

3. Award the contract for the Beach Phase 4, RFP 5X Walk-in Freezer Replacement and authorizing the Mayor to sign the contract.

RECOMMENDATION: Award the contract for the Beach Phase 4, RFP 5X Walk-in Freezer Replacement to Winger Service of Ottumwa, Iowa, in the amount of \$15,056.63.

4. Discussion to Finalize Project Listing for Beach Phase 4 Renovations.

RECOMMENDATION: Hear staff presentation and approve proposed project listing for Beach Phase 4 Renovations.

5. Award the contract for the 2019 RFP #5, Elm Street Force Main Repair and authorizing the Mayor to sign the contract.

RECOMMENDATION: Award the contract for the 2019 RFP #5, Elm Street Force Main Repair to DC Concrete and Construction of Douds, Iowa, in the amount of \$16,400.00.

6. Bid report for the Ottumwa Main Street Improvement/Downtown Streetscape Project.

RECOMMENDATION: Present bid tab information.

#### G. PUBLIC HEARING:

1. This is the time, place, and date set for a public hearing on the status of funded activities for the Ottumwa Upper Story Housing Pilot Project.

- A. Open the public hearing.
- B. Receive presentation and comments.
- C. Close the public hearing.

RECOMMENDATION: Receive presentation and comments.

#### H. RESOLUTIONS:

1. Resolution No. 71-2019, adopt the Communications Policy, effective April 16, 2019.

RECOMMENDATION: Pass and adopt Resolution No. 71-2019.

2. Resolution No. 73-2019, setting Consultation Meeting for April 25, 2019 with other taxing entities – Wapello County and the School District and setting May 21, 2019 for a public hearing on a proposed Amendment No. 8 to the West Gate Economic Development Urban Renewal Plan in the City of Ottumwa, State of Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 73-2019.

3. Resolution No. 74-2019, awarding the contract for Beach Phase 3, Beach Sound System Replacement 2019 to Lifeline Audio Video Technologies of Platteville, WI, in the amount of \$52,250.

RECOMMENDATION: Pass and adopt Resolution No. 74-2019.

4. Resolution No. 75-2019, awarding the contract for the East Alta Vista Reconstruction Project to Drish Construction, Inc., of Fairfield, IA, in the amount of \$623,152.10.

RECOMMENDATION: Pass and adopt Resolution No. 75-2019.

5. Resolution No. 77-2019, approving the Consultant Contract for Engineering Services with JEO Consulting Group for Milner Street Reconstruction Project in the amount of \$196,000.

RECOMMENDATION: Pass and adopt Resolution No. 77-2019.

I. ORDINANCES:

J. PUBLIC FORUM:

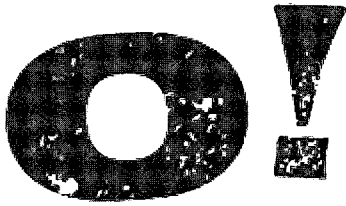
The Mayor will request comments from the public on topics of city business or operations other than those listed on this agenda. Comments shall not be personalized and limited to three minutes or less. Comments not directly applicable to operations, inappropriate, or an improper utilization of meeting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

K. PETITIONS AND COMMUNICATIONS

1. Mayor and Council Reports

ADJOURN

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



CITY OF  
OTTUMWA

**FAX COVER SHEET**

City of Ottumwa

DATE: 4/12/19 TIME: 9:00 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 #13 to be held on 4/16/19.

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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\*\*\* TX REPORT \*\*\*  
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OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 11  
Council Chambers, City Hall

March 29, 2019  
12:00 O'clock P.M.

The meeting convened at 12:00 P.M.

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

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

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

Roe moved, seconded by Stevens that Res. No. 62-2019, approving the Iowa's Transportation Alternatives Program (TAP) Application for the Multi-Use Trail and authorizing the Mayor to sign the application, be passed and adopted. Public Works Dir. Seals presented this TAP application is for funding for a multi-use trail/safe route to school on Milner St. from Mary St. north to Richmond Ave. This corridor has been identified as a connector route in the Ottumwa Bicycle and Pedestrian Plan to help connect the school systems and southern residential areas to the Greater Ottumwa Park system. This program is 80% federal grant and 20% local match from Wapello County Trails. Project construction estimate \$377,169. All ayes.

Berg moved, seconded by Roe that Res. No. 63-2019, approving the Surface Transportation Program (STBG-SWAP) Application for Fiscal Year 2019 and authorizing the Mayor to sign the application, be passed and adopted. Public Works Dir. Seals explained this STBG/SWAP Application is for funding for full-depth, full-width PCC reconstruction of Mary St. from Ferry St. to Shaul Ave. Turn lanes will be evaluated at the intersections of Traxler Dr. and Ferry St. This project includes storm and sanitary sewer improvement repairs as needed. This project is estimated at \$2,197,128. All ayes.

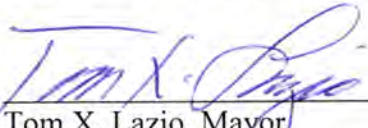
Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. There were none.

Mayor Lazio stated due to technical difficulties, the power point presentations that were for this meeting will be presented at the next City Council meeting, scheduled for Tuesday, April 2, 2019.

Roe moved, seconded by Stevens that the meeting adjourn. All ayes.

Adjournment was at 12:10 P.M.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



## OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 12  
Council Chambers, City Hall

April 2, 2019  
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Roe moved, seconded by Streeby to approve the following consent agenda items: Mins. from Regular Mtg. No. 9 on March 19, 2019 and Special Mtg. No. 10 on March 26, 2019 as presented; Approve the Arbor Day Proclamation for April 26, 2019 and authorize the Mayor to sign; Approve the Proclamation for April 2019 to be Revive Civility Month; Consid. of Ack./Settlement Agt. between the City of Ottumwa and Smokin' Hot, LLC, 2604 N. Court, Suite A; Approve payment to DC Concrete & Construction, LLC in the amount of \$11,850.50, for emergency sewer repair work on Elm St. force main completed Feb. 25-27, 2019; Res. No. 69-2019, Approving the contract, bond, and cert. of insurance for the Beach Ph. 4 Renovations – Installation of New Wave Generation Equip.; Beer and/or liquor applications for: East End Hide Out, 1141 Orchard St.; MAD Ave Quick Shop, 405 S. Madison Ave.; Hy-Vee Gas, 1027 N. Quincy Ave.; Noe's Bar & Grill, 101 S. Madison Ave.; all applications pending final inspections. All ayes.

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

Mayor Lazio introduced Sharon Stroh, Economic Development Dir., to provide quarterly update.

Mayor Lazio introduced Beth Peyton, Bridge View Center Inc. Brd. of Dir., for check presentation from BVC Inc. Endowment trust fund to the City of Ottumwa in the amount of \$120,000.00.

City Admin. Morris reported the following:

- Finance Committee Mtg. on 4/08/19 at City Hall - 5:00 P.M.
- Establish Date for upcoming Community Mtg. – April 18, 2019.
- Clearing Lots – working with Local 74 to complete more this year.
- State of the Community Event on April 4 – speakers Brian Morgan, Wapello County Supervisors, Mayor Lazio, and Marlene Sprouse, President of IHCC.

Police Chief, McAndrew, will present ICAP Grant Application on April 16, 2019.

Mayor Lazio introduced Larry Seals, Public Works Dir., to provide overview of TAP Application and STBG/SWAP Applications as approved at the Special Mtg. on 3/29/19.

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

Streeby moved, seconded by Roe to award the contract for the Beach Ph. 4, RFP 4X Safety Netting Replacement Project to Pierce Fence Company of Ottumwa, Iowa, in the amount of \$3,966.88 with an alternate bid of \$4,422. Parks & Rec Dir., Rathje, reported two bids were received. All ayes.

This was the time, place, and date set for a public hearing on the plans, specifications, form of contract, and estimated cost for the 2019 Asphalt Street Repair Program. Public Works Dir., Seals, reported this is our annual asphalt street repair program, which started in 2003. No objections were received. Streeby moved, seconded by Berg to close the public hearing. All ayes.



Roe moved, seconded by Streeby that Res. No. 64-2019, approving the plans, specifications, form of contract, and estimated cost for the 2019 Asphalt Street Repair Program, be passed and adopted. All ayes.

This was the time, place, and date set for a public hearing on the plans, specifications, form of contract and estimated cost for the 2019 Catch Basin Replacement Program. Public Works Dir., Seals, reported \$50,000 is budgeted out of the sewer fund for this annual program. No objections were received. Roe moved, seconded by Stevens to close the public hearing. All ayes.

Berg moved, seconded by Streeby that Res. No. 65-2019, approving the plans, specifications, form of contract, and estimated cost for the 2019 Catch Basin Replacement Program, be passed and adopted. All ayes.

This was the time, place, and date set for a public hearing on the plans, specifications, form of contract and estimated cost for the 2019 Sanitary Utility Access Program. Public Works Dir., Seals, reported \$50,000 is budgeted out of the sewer fund for this annual program. No objections were received. Streeby moved, seconded by Dalbey to close the public hearing. All ayes.

Streeby moved, seconded by Stevens that Res. No. 66-2019, approving the plans, specifications, form of contract, and estimated cost for the 2019 Sanitary Utility Access Program, be passed and adopted. All ayes.

This was the time, place, and date set for a public hearing on the plans, specifications, form of contract and estimated cost for the 2019 Sidewalk Drop Program. Public Works Dir., Seals, reported this is the 8<sup>th</sup> contract of the Transition Plan that was approved by Council on August 7, 2012, for ADA compliance. No objections were received. Roe moved, seconded by Berg to close the public hearing. All ayes.

Dalbey moved, seconded by Roe that Res. No. 67-2019, approving the plans, specifications, form of contract, and estimated cost for the 2019 Sidewalk Drop Program, be passed and adopted. All ayes.

This was the time, place, and date set for a public hearing on the plans, specifications, form of contract and estimated cost for the 2019 Street Crack & Seal Program. Public Works Dir., Seals, reported this project is one of our annual preventative maintenance programs and consists of sealing street cracks throughout the City of Ottumwa. \$50,000 is budgeted annually for this program. No objections were received. Streeby moved, seconded by Stevens to close the public hearing. All ayes.

Roe moved, seconded by Dalbey that Res. No. 68-2019, approving the plans, specifications, form of contract, and estimated cost for the 2019 Street Crack & Seal Program, be passed and adopted. All ayes.

Streeby moved, seconded by Dalbey that Res. No. 36-2019, establishing the City of Ottumwa's intent to enter into a Development Agt. with Chrisbro Hospitality for the construction of a Spring Hill Suites at Bridge View Center, be passed and adopted. Presentation by Scott Hallgren, Executive Dir. BVC, and Andy Wartenberg, Dir. Greater Ottumwa CVB.

Questions entertained from Council Members:

- Is Chrisbro on board with the sales plan as presented by CVB?
- How do we finance the differential in this project because we are already taking a hit to the general fund?
- Parking issues – with no designated parking for the hotel, where will overflow go if there are multiple events going on at the same time?
- What if Chrisbro isn't in agreement with the assessed value being \$7.3 Million?

- Will everything be included in contract language before the final vote?
- How can we assure that a third party coming in to develop this project has the betterment of our City as one of their primary goals?
- When can we see the feasibility study from Chrisbro?
- Is the amount of funding from the City a reasonable amount compared to other public investment in private projects?
- Is the proposed position of the hotel creating an invitation to our district and the vision for future development of this area?
- Where does this put us in our bonding capacity if another large project comes up?
- Are we solid on the numbers (cost) as presented right now?

Dir. of Hlth. Insp. & Solid Waste, Flanagan, reported that he will meet with Chrisbro on April 4, 2019, to go over the Development Agt. We will be on a tight schedule to adopt an Urban Renewal Amendment that works in tandem with this project. The City's total commitment will be \$2.5 Million plus around \$800,000 for parking and you must decide if implementation of this hotel will benefit the community or not. I will continue to work closely with our City Attorney, as well as Ahlers & Cooney to develop the agreement to our best interests. The resolution tonight will voice our intent to keep this project alive and continue to move forward.

All ayes.

Streeby moved, seconded by Roe that Res. No. 61-2019, adopt the Disposal of Surplus City Property Policy No. 69, effective April 2, 2019, be passed and adopted. City Admin. Morris reported this policy defines surplus property and allows the property to be sold at public auctions or through GovDeals, which is an online auction service provided by the State of Iowa for city, county and state governments or agencies. If the items are not sold through these channels, the property will either be sold as scrap, deposited as refuse or donated to a not-for-profit entity as recommended by the City Admin. or designee. All ayes.

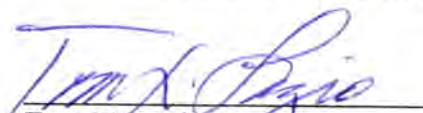
Roe moved, seconded by Stevens to pass the first consideration of Ordinance No. 3153-2019, amending Chapter 31 ½, Solid Waste, of the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) by repealing Section 31 ½ - 35 in its entirety and enacting a substitute in lieu thereof. All ayes.

Streeby moved, seconded by Berg to waive the second and third consideration, pass, and adopt Ordinance No. 3153-2019. All ayes.


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

Streeby moved, seconded by Stevens that the meeting adjourn. All ayes. Adjournment was at 7:23 P.M.

CITY OF OTTUMWA, IOWA

  
Tom X. Lazio, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

CITY OF OTTUMWA

2019 APR -3 AM 11:52

STAFF SUMMARY

OTTUMWA, IA

Council Meeting of: 4/16/2019

ITEM NO.

Joni Keith

Prepared By

Larry Seals

Department Head

Public Works – Sewer Maintenance

Department

Andy Morris

AGENDA TITLE: Approve the appointment of Cody McClure to the position of Equipment Operator – Sewer Maintenance Department effective April 1, 2019.

\*\*\*\*\*

PURPOSE: Approve the appointment of Cody McClure to the position of Equipment Operator – Sewer Maintenance Department effective April 1, 2019.

RECOMMENDATION: Approve the appointment.

DISCUSSION: Cody McClure would fill the position of Equipment Operator in the Sewer Maintenance Department that was vacated by a job transfer. This position became effective April 1, 2019 and salary will be \$18.95 per hour. This is a Civil Service, Bargaining Unit position. Cody's father, Mike McClure, also works for the City in another division.

2019 APR -4 PM 4: 04

CITY OF OTTUMWA

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Apr 16, 2019

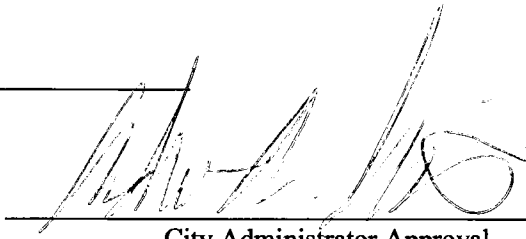
Police  
Department

Tom McAndrew

Prepared By



Department Head



City Administrator Approval

AGENDA TITLE: Consideration of Iowa Community Assurance Pool (ICAP) Law Enforcement Policy and Training Grant.

\*\*\*\*\*

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

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

RECOMMENDATION: To approve the submission of the grant and authorize the Mayor and Chief of Police to sign all related documents.

DISCUSSION: The insurance carrier for the City of Ottumwa, Iowa Community Assurance Pool (ICAP) is offering a limited time grant opportunity to law enforcement agencies that wish to implement or update a policy and training program. ICAP recognizes that law enforcement agencies must have robust policies and training in order to avoid civil liability.

ICAP is offering an early-adopter bonus to law enforcement agencies who

Source of Funds: 001-110-6490

Budgeted Item:  Budget Amendment Needed: Yes

choose to participate in the grant program. Agencies must choose a vendor and apply before May 1, 2019, to receive the bonus. The Ottumwa Police Department would receive \$7,500.00 for the first year and \$5,000.00 annually for the next two years towards the cost of the program. At the end of year three, the department may choose to continue with the program or discontinue it. All content of the policy manual would be the property of the police department.

ICAP is offering two vendors for departments to choose from to provide the policy update as well as provide on-going training. After reviewing both vendors, staff recommends Lexipol as the best option for the Ottumwa Police Department.

The cost for the Lexipol program is \$23,368.00 for the first year, with an annual reoccurring cost of \$13,923.00. For the first year, \$7,500.00 would be covered by the grant, \$4,000.00 would come from small equipment items and \$5,000.00 would come from forfeiture funds in the current budget. A budget amendment would be needed for the remaining \$6,868.00 for the first year.

The remaining cost after the \$5,000.00 provided by the grant for years two and three would be included in the respective year's budget.



January 31, 2019

Dear ICAP member representative:

On behalf of the ICAP Board of Directors, we are pleased to announce ICAP is providing a limited-time grant opportunity to member law enforcement and correction agencies that wish to implement a policy and training program. This is in addition to the complimentary quarterly, regional training that will become available to all ICAP members later this year.

We all know policy is an essential part of everyday operations in law enforcement. We also know many law enforcement agencies face obstacles when it comes to implementing and enforcing policy and training for their team. ICAP understands this.

In today's society, when law enforcement agencies face increased scrutiny, robust policies and training are more important than ever. ICAP wants to help member law enforcement and correction agencies afford the cost of qualified third-party programs that assist with:

- Policy review;
- Implementation; and
- Agency-wide training.

The ICAP Board of Directors approved the new grant offering – along with the new regional trainings – at its regularly scheduled Board Meeting earlier this month. With it, the Board approved an early-adopter bonus to member agencies that sign up for the program prior to May of this year. This bonus will be applicable to the first year of the program, per details in the pages that follow.

Also included in the following pages are details of the program's financial benefit, as well as general instructions for those agencies wishing to participate. If you have questions or wish to learn more, please contact me at [kasi@icapiowa.com](mailto:kasi@icapiowa.com).

On behalf of the entire ICAP team, we appreciate your support and participation in the Pool, and we look forward to our continued collaboration in the months and years to come.

Best,

A handwritten signature in black ink, appearing to read "Kasi Koehler". The signature is fluid and cursive, with a long horizontal line extending to the right.

Kasi D. Koehler, ICAP Marketing

Enclosure: LE Policies & Training Terms and Conditions



## ICAP LAW ENFORCEMENT POLICY AND TRAINING PROGRAM PROVIDERS

If your member entity wishes to participate in ICAP's Law Enforcement Policy and Training Grant Program and has not already done so, it should engage one of the policy provider programs below:

### **Smith, Mills & Schrock Justice Team (The Team)**

The Team offers a multi-prong training and policy program to provide ICAP law enforcement agencies with policies and training centered on high-risk and/or critical task responsibilities. Included in this program is 1) policy review, a targeted policy audit by experienced attorneys and law enforcement professionals; 2) Iowa-specific, online legal training each month; and 3) quarterly, in-person training at regional locations across the state.

Led by Smith, Mills and Schrock, an ICAP panel law firm that is well-known and highly regarded in Iowa's law enforcement community, this program will provide participating departments a hands-on policy review and legal training for the top high-risk law enforcement tasks and duties.

[ktechau@smithmillslaw.com](mailto:ktechau@smithmillslaw.com)

*Please note: the quarterly, regional training sessions led by The Team will be available to all ICAP member law enforcement departments later this year.*

### **Lexipol**

Lexipol is a policy management software intended to reduce the risk of litigation with continuously updated policies that meet federal and state statutes, as well as case law. Lexipol includes on-demand safety policies for law enforcement and corrections departments alike.

[www.lexipol.com](http://www.lexipol.com)

Once your entity has determined which provider is the best fit for your entity, you must secure an annual invoice and send it to ICAP with your completed grant application (see attached). Please note grant payment will be made directly to the program provider on your entity's behalf.

If you have questions or wish to discuss the best program provider for your entity, please contact Kasi Koehler via 515-727-1585. You may also email Kasi via [kasi@icapiowa.com](mailto:kasi@icapiowa.com).



**ICAP LAW ENFORCEMENT POLICY AND TRAINING GRANT APPLICATION**

ICAP Member [Entity Name]: Ottumwa Police Department

Program Selected (please review the program options on the preceding page prior to making your selection):

The Team, Smith, Mills & Schrock

Lexipol

Program Cost: 23,368

Program Start Date: July 2019

Number of Sworn Officers: 42

Requested Amount [See table below]: 7500

By executing this Grant Application, the undersigned Entity acknowledges and agrees to the Grant Terms set forth on the following page, and further acknowledges and agrees that receipt of Grant funds during the Grant Period is contingent upon compliance with all Grant Contingencies. The Entity represents that the individual executing this Application on behalf of the Entity has the requisite authority to execute this contract.

Entity Name: Ottumwa Police Dept - City of Ottumwa  
By (signature): Tom M Andrew  
Name (print): Tom M Andrew  
Title: Chief of Police

**Please attach a copy of the program invoice and submit with your completed application per the below:**

- Fax 1-800-689-1918
- Email [kasi@icapiowa.com](mailto:kasi@icapiowa.com)
- Postal Mail Iowa Communities Assurance Pool  
5701 Greendale Road  
Johnston, IA 50131





## GRANT TERMS

**Eligibility:** Current ICAP members in good standing and in compliance with all Grant Contingencies noted below are eligible for the ICAP Law Enforcement Policy and Training Grant.

**Grant Period:** The Law Enforcement Policy and Training Grant is available for three (3) fiscal years from 7/1/2019 to 7/1/2022, provided the member meets all Grant Contingencies. The grant program is not retroactive. ICAP will provide grant funds in the year of application and thereafter, through the Grant Period.

**Grant Amount:**

Agency Size # of Officers	Annual Grant	2019 One-Year, Early Adopters Grant
<10	\$ 1,500.00	\$ 2,250.00
11-20	\$ 2,000.00	\$ 3,000.00
21-30	\$ 3,000.00	\$ 4,500.00
31-40	\$ 4,000.00	\$ 6,000.00
41+	\$ 5,000.00	\$ 7,500.00

To receive the 2019 One-Year, Early Adopters Grant amount, applicant must submit completed application to ICAP on or before May 1, 2019. Grant payments will be made directly to the third-party program provider on the member's behalf.

**Grant Contingencies:** To be eligible for this program and to continue receiving grant funds, members must comply with each of the following:

- Remain an ICAP member in good standing
- Have representation at all available ICAP Law Enforcement Training
- Agree to share all program usage data with ICAP so the Pool can determine compliance and continuing eligibility
- Meet these compliance ratios:
  - End of Year 1: Completed review of policies through qualified program and developed plan to address suggested policy changes
  - End of Year 2: Completed 50% of policy revisions (based on feedback from qualified program) and developed plan to train officers on policies
  - End of Year 3: Completed 100% of policy revisions (based on feedback from qualified program) and developed plan to train officers on all policies

Initials *REM*

## Ottumwa Police Department

To: City Administrator Andy Morris  
Finance Director Bob Jay  
City Attorney Joni Keith

From: Chief McAndrew

Date: April 3, 2019

RE: Iowa Community Assurance Pool Grant for Police Policy Revision

The insurance carrier for the City of Ottumwa, Iowa Community Assurance Pool (ICAP), is offering a limited time grant opportunity to law enforcement agencies that wish to implement or update a policy and training program.

ICAP recognizes that law enforcement agencies must have robust policies and training in order to avoid civil liability. Federal and state laws change annually and require regular updating to stay in compliance. Updated policies and procedures help avoid civil claims.

ICAP is offering an early-adopter bonus to law enforcement agencies who choose to participate in the grant program. Agencies must apply before May 1, 2019, to receive this bonus. The Ottumwa Police Department would receive \$7500 for the first year and \$5000 annually for the next two years.

The Ottumwa Police Department Policy and Procedures manual was last updated front to back in 2008. Since that time federal and state laws have changed several times. While changes have been made over the years, there exists the need for experts in the field of law enforcement to review and update our policy and procedures manual.

ICAP is offering two vendors for departments to choose from to provide the policy update as well as provide on-going training to all department personnel. OPD Command Staff have had contact with both vendors and have determined that Lexipol offers the best option for the Ottumwa Police Department.

I have met with the Chiefs of Marshalltown PD and Burlington PD, both of whom have purchased Lexipol and have begun their policy update and implementation. Both departments have expressed their satisfaction with Lexipol. In addition, the Clinton Police Department has chosen to purchase Lexipol's services and Mason City is currently considering Lexipol.

The cost of the program:

The first year total is \$23,368

The annual reoccurring cost is \$13,923

Funding Proposal for the first year July 2019-June 2020

\$23,368 Total Cost

\$7,500 ICAP Grant

\$4000 Small Equipment Items Fund 6627 (From 2019 budget)

\$5000 Forfeiture Fund 175 for 110 (From current 2019 budget)

\$6,868 Remaining Balance

\$6,868 Budget Amendment Needed (Fund 6490 Consulting)

Year (2) 2021

\$13,923 Annual reoccurring cost

\$5,000 ICAP Grant

\$8,923 Balance

Year (3) 2022

\$13,923 Annual reoccurring cost

\$5,000 ICAP Grant

\$8,923 Balance

I have attached the Executive Summary and service proposal from Lexipol. Quote Q-01400-2, January 30, 2019.

At the end of year three (June 2022), the police department may choose to continue with the program which includes policy manual updates and daily training or choose to discontinue the program. All content of the policy manual would be the property of the police department so the department would be retain an up to date policy manual.

I plan to bring this proposal before City Council April 16, 2019.

Please let me know if you have any questions, concerns or need more information.

## Executive Summary

Public safety agencies today face challenges of keeping personnel safe, reducing liability and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking agencies can struggle to keep up.

That is why Lexipol is pleased to present Ottumwa Police Department with a proposal for a customized policy management, update and training solution.

Our program is designed to save you time and money while protecting your personnel. Our team of public safety lawyers and policy experts continually monitor national and Iowa-specific policy changes. We then use these updates to help provide the content and training your department needs to minimize risk and effectively serve your community.

### **AGENCY GOALS**

Ottumwa Police Department is looking for a way to access comprehensive policies to limit agency risk and enhance personnel safety. By using Lexipol, you will achieve peace of mind knowing your policies are up-to-date and legally defensible. The incorporated policy training component reinforces your staff's understanding of policies and provides individual training acknowledgement.

Once you have high-quality policies in place, you want to be sure your personnel use them. The Lexipol program offers online access to your agency's policies through a web-based platform and mobile app. This flexibility allows your personnel to easily reference policies and complete training in the field. Using Lexipol's program will provide Ottumwa Police Department with:

- Policies that reflect up-to-date industry standards and best practices
- Content specific to the laws and practices of Iowa
- Daily scenario-based training that reinforces your agency's policies
- Timely updates in response to new legislation and case law

### **THE LEXIPOL ADVANTAGE**

Lexipol was founded by public safety experts who saw a need for legally defensible policy content that was continually monitored and updated based on legislative changes. Since the company launch in 2003, Lexipol has grown to represent more than 3,000 public safety agencies across the United States.

Lexipol is the only company with public safety professionals, attorneys and subject matter experts working together to provide essential policies and policy management tools, from continuous updates to mobile access to daily training. Our legal and content development teams follow a rigorous multi-step process to evaluate content for new policies and policy updates, reviewing thousands of pieces of legislation each year.

Agencies that use our policy service have clear, effective policy manuals that reflect the true values and philosophy of their agency. Proven benefits of using the Lexipol system include reduced risk and cost associated with litigation, reduced time spent developing and maintaining policy, and an increased ability to focus resources on other agency priorities. We look forward to working with Ottumwa Police Department to realize these same benefits.



Proposal

Prepared By: Karen James  
 Phone: (949) 325-1230  
 Email: kjames@lexipol.com

Quote #: Q-01400-2  
 Date: 1/30/2019  
 Valid Through: 7/1/2019

**Overview**

Lexipol is America's leading source of state-specific policy and training solutions that reduce risk, lower litigation costs and improve personnel safety in public safety agencies. The services proposed below are designed to guide your agency in providing up-to-date, legally defensible policy and training content to your personnel.

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins (12 Months)	USD 13,365.00	5%	USD 668.00	USD 12,697.00
1	Annual Law Enforcement Supplemental Manual(s) (12 Months)	USD 1,291.00	5%	USD 65.00	USD 1,226.00
	Subscription Line Items Total			USD 733.00	USD 13,923.00
1	Law Enforcement Standard Policy Cross-Reference	USD 3,750.00		USD 0.00	USD 3,750.00
1	Law Enforcement Agency-Specific Content Extraction	USD 2,195.00		USD 0.00	USD 2,195.00
25	Law Enforcement Implementation Support	USD 150.00	7%	USD 250.00	USD 3,500.00
	One-Time Line Items Total			USD 250.00	USD 9,445.00
				USD 983.00	USD 23,368.00
				<b>Discount:</b>	USD 983.00
				<b>TOTAL:</b>	USD 23,368.00

\*Law Enforcement pricing is based on 42 Law Enforcement Sworn Officers. Cross Reference Professional Services pricing is based on 394 pages.

**Discount Notes**

5% ICPA member annual subscription discount.

2019 APR -9 AM 10:22  
CITY OF OTTUMWA

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Apr 16, 2019

Health & Inspections  
Department

Jody Gates

Prepared By

Kevin C Flanagan  
Department Head

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

AGENDA TITLE: Resolution No. 72 - 2019, a Resolution setting May 7, 2019 as the date of a public hearing on the disposition of city owned property located at Lot 12 in Block 12 in Blake's Addition to the City of Ottumwa, Wapello County, Iowa

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution No. 72 - 2019.

DISCUSSION: Donald L. Jones offered the city \$250.00 for a vacant lot on the corner of N. Cherry and Locust Streets for the purpose of using it as a yard for his apartment building. This resolution sets May 7, 2019 as the date of public hearing for council to consider the offer.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

RESOLUTION No. 72 – 2019

A RESOLUTION SETTING MAY 7, 2019 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITION OF CITY OWNED PROPERTY LOCATED AT LOT 12 IN BLOCK 12 IN BLAKE'S ADDITION TO THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA TO DONALD L. JONES

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 12 in Block 12 in Blake's Addition to the City of Ottumwa, Wapello County, Iowa, also known as a vacant lot on N. Cherry Street; and

WHEREAS, the above described property is a vacant lot; and

WHEREAS, Donald L. Jones owns an apartment building next to the lot; and

WHEREAS, Mr. Jones offered the City \$250.00 for the above described property for the purpose of using it as green space; and

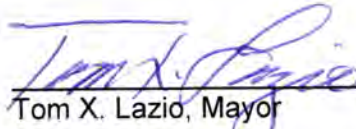
WHEREAS, the lot will be transferred by quit claim deed with the cost of publishing the public hearing notice and recording costs paid by the buyer.

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

That the 7<sup>th</sup> day of May 2019 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, Iowa, be and the same is hereby fixed as the time, date and place for a public hearing on the notice of intent to dispose of real property legally described above to Donald L. Jones for the sum of \$250.00 and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 16<sup>th</sup> day of April 2019.

City of Ottumwa, Iowa

  
Tom X. Lazio, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk



[ CITY OF ]  
**O T T U M W A**

2019 APR -3 AM 10:01

OFFICE

Petition No.: 5048-2019

**Petitioner Information:**

Name: Donald Jones dba J&J Rentals

Address: 19845 55th Street, Ottumwa, IA 52501

Phone Number: (641) 799-7971  Petition contains the required number of signatures.

**Summary of Petition:**

Purchase vacant lot for green space - Lot 12 in Block 12 Blake's Addition - corner of North Cherry Street.

\*\*\*\*\*

1. Engineering Department  Approve  Deny

4-5-19 LJS

Comments:

Date Dept. Initials Required

2. Plan/Zoning/Dev. Department  Approve  Deny

WCB 4-8-19

Comments:

Date Dept. Initials Required

3. Health Department  Approve  Deny

WCB 4-8-19

Comments:

Date Dept. Initials Required

**\*\* If denied by your department automatically return to the City Clerk's Office.  
\*\* If approved by your department submit to the next department for review.  
\*\*\* Once the form is completed return to the City Clerk's Office**



2019 APR -3

# OTTUMWA

CITY OF BRIDGES...RIVER OF OPPORTUNITY

Revised 5-31-2018

## PURCHASE OFFER FORM FOR CITY OWNED PROPERTY

Check which type of property you want to purchase.

Vacant Lot    Are you a not for profit? NO  
 Do you own property next to the lot? YES  
 Building    Has the city owned the lot for more than 5 years? NO  
 Are you an Ottumwa School District? NO

Address or legal description of property: Lot 12 in Block 12 in Blake's Addition

Buyers name, address and phone number:

DONALD L. JONES                      641-249-5971  
19845 55th STREET                      OTTUMWA

If the City ownership of the lot is less than 5 years the minimum offer is \$500-If you own property next to the lot and the City ownership is less than 5 years the minimum offer is \$250.

If the City ownership of the lot exceeds 5 years the minimum offer is \$250 - If you own property next to the lot and the City ownership exceeds 5 years the minimum offer is \$125.

If you are a not for profit organization such as Habitat for Humanity or other organization that builds housing the price for a vacant lot is \$125 regardless of the length of time the City has owned the property.

If you are an Ottumwa School District with a construction trades program and intend to build housing the price is \$1.00.

Dollar amount of the offer: \$ 250

If you are purchasing a building do you plan to renovate or demolish it? \_\_\_\_\_

If you are purchasing a vacant lot, what is the intended use of the lot? GREEN SPACE (YARD)

If the building is to be rehabilitated the buyer will submit a 6-month repair plan within 30 days of purchasing the building. If the building is to be demolished the buyer will complete demolition within 90 days of purchase. All buildings and lots are transferred by quit claim deed and buyers will pay all costs of transfer including the cost of publishing the public hearing notice in the Ottumwa Courier, deed preparation and recording and any property taxes owed. The schools will only pay the cost of publishing the public hearing notice and recording fee in addition to the \$1.00 offer.

CITY OF OTTUMWA  
2019 APR 11 PM 12:06  
Staff Summary  
CITY OF OTTUMWA  
**\*\* ACTION ITEM \*\***

Council Meeting of: April 16, 2019

Alicia Bankson

Prepared By

Parks  
Department

Gene Rathge  
Department Head

[Signature]  
City Administrator Approval

**AGENDA TITLE:** Award the Contract for the Beach Phase 4, RFP 1X Kitchen Floor Resurface and authorizing the Mayor to sign the Contract.

\*\*\*\*\*

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

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

**RECOMMENDATION:** Award the Contract to Surface Sealers Inc. in the amount of \$6,710.00 and authorize the Mayor to sign the Contract.

**DISCUSSION:** Beach Phase 4, RFP 1X is to resurface the floor in the kitchen at The Beach Ottumwa. Bid includes all material, labor and equipment necessary to remove existing tile base, clean, grind and prep existing tile floor, and apply seamless monolithic flooring system to match the lobby flooring.

Bids were received and opened by the City of Ottumwa on March 27, 2019 at 2:00 p.m. The RFP was sent to three contractors and advertised on the City's website. Three (3) bids were received. The low bidder is Surface Sealers Inc. of Lincoln, Nebraska in the amount of \$6,710.00.

RFP and Bid Tab are attached.

**Beach Ottumwa Phase 4 – Kitchen Floor Resurfacing**

Bid Tabulation

March 27, 2019 2:00 PM

RFP – 1X Kitchen Flr Resurfg	Company Name
\$6,710.00	Surface Sealers
\$11,748.00	A1A Sandblasting (Iowa)
\$13,948.00	D.A. Bunch

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE PROPOSALS RECEIVED MARCH 27, 2019 AT 2:00 PM. Dwight L. Dohman, P.E.

**CONTRACT**

This contract made and entered into in duplicate at Ottumwa, IA this 2nd day of April 2019 by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and Surface Sealers Inc. hereinafter called the "CONTRACTOR."

**WITNESSETH:**

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL FOR KITCHEN FLOOR RESURFACE as stated in the attached RFP #1X. RFP #1X and signed proposal included as part of this contract.

In the following location to wit; THE BEACH OTTUMWA, 101 CHURCH STREET, OTTUMWA, IA.

It is understood and agreed: Contract paid upon satisfactory completion of project and acceptance as directed by City of Ottumwa Engineering Department.

The Owner shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages resulting from non-performance of this contract.

The Contractor must comply with all Federal, State and Local Laws and Ordinances. In addition, all OSHA, NFPA and ADA regulations must be complied with.

Section 423.3 of the 2007 Code of Iowa, requires the Contractor to pay sales or use tax on materials or equipment used or supplied during construction. All Contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public the Iowa Department of Revenue Form 35-002, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. All Contractors shall file with the Owner executed copies of these forms. Receipt of said executed forms by the Owner shall be a pre-requisite of final payment for retained percentage of contract price to the Contractor.

In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in RFP #1X, said payment to be made upon presentation of an invoice for aforesaid improvement.

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

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent

and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

Contractor shall, at the option of the Owner, defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.

Contractor will insure a drug free environment in accordance with Federal regulations.

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

CITY OF OTTUMWA

Tom X. Lazio  
Tom X. Lazio, Mayor

ATTEST:

Chris Reinhard  
Chris Reinhard, City Clerk

Jason Lee  
Jason Lee President 4/11/19  
Surface Services Inc  
Contractor  
1901 SW 6th St  
Address  
Lincoln NE 68522  
City, State, Zip

**REQUEST FOR PROPOSAL  
KITCHEN FLOOR RESURFACE  
THE BEACH OTTUMWA, 101 CHURCH ST, OTTUMWA IOWA**

The City of Ottumwa, Iowa will be accepting proposals to resurface the floor in the kitchen at The Beach Ottumwa. Bid shall include all material, labor and equipment necessary to remove existing tile base, clean, grind and prep existing tile floor, and apply Tnemec 222 Deco Tread flooring system.

- Floor Prep: Owner will remove and reinstall existing kitchen equipment - Contractor to coordinate. Contractor shall remove existing ceramic tile base from perimeter of kitchen, and storage room. Contractor shall make any necessary repairs to the existing wall to provide a smooth and uniform surface prior to base application. Contractor shall use a commercial grade floor grinder to remove any dirt, grease, coatings, and imperfections in the existing tile. Contractor shall fill any voids in existing floor prior to the flooring application.
- Floor Surfacing: Contractor shall furnish and install mortar flooring system, including rolled radius coved base around the perimeter of the floor areas. Install Tnemec 222 Deco Tread, #206 per the manufacturer's specifications.

**Bid Items**

1. Bid Item is for the removal, preparation and installation of rolled cove base integral to the flooring surface. All material, labor and equipment necessary to install base is considered incidental to the bid item.
2. Bid Item is for the preparation, and installation of the mortar flooring system. All material, labor and equipment necessary to complete the bid item shall be considered incidental.

**Kitchen Floor Resurface**

Bid Items:

	<b>QTY</b>	<b>UNIT</b>	<b>PRICE</b>	<b>EXTENSION</b>
1. Coved Base Installation	110	LF	\$ _____	\$ _____
2. Flooring Installation	506	SF	\$ _____	\$ _____
			<b>TOTAL</b>	<b>\$ _____</b>

All Bid Items to be applied to manufactures specifications.

Quantities are estimated using engineers data. Successful bidder shall verify quantities prior to ordering material. No adjustment in unit price will be made due to a variance in quantity.

Contractor shall make necessary calculations to satisfy themselves of the amount of work required to complete the project. All labor, materials, and equipment, etc. shall be considered incidental to the lump sum bid item. Hauling of all materials to be disposed shall be included in bid prices. No cost incurred in preparing the proposal will be paid by the City of Ottumwa.

Contractor shall be responsible to visit jobsite and become familiar with the scope of work prior to bid letting. Bidding contractors shall fill out page 2 of this RFP and submit. **Sealed Bids shall be submitted to the City Clerk 105 E. 3<sup>rd</sup> Street, Ottumwa, Iowa 52501, by 2:00 p.m. on March 27<sup>th</sup>, 2019** and clearly labeled BEACH KITCHEN FLOOR RESURFACE on the front of the envelop. Bid opening to be held at 2:00 p.m. on March 27<sup>th</sup>, 2019.

If there are any questions regarding bid proposal, please contact Dwight Dohlman, City of Ottumwa Engineering Department (641) 683-0680 from 8:00 a.m. to 3:30 p.m. Monday through Friday.

Contract Attached

ENGINEERING DEPARTMENT  
CITY OF OTTUMWA, IOWA

PROPOSAL FOR: Kitchen Floor Resurfacing at the Beach Ottumwa.

\_\_\_\_\_  
Date

TO WHOM IT MAY CONCERN:

The undersigned has examined the Request for Proposal dated March 5, 2019, the scope of work, and agrees to furnish said construction services in accordance with those documents.

<u>Kitchen Floor Resurface</u>	QTY	UNIT	PRICE	EXTENSION
Bid Items:				
1. Coved Base Installation	110	LF	\$ _____	\$ _____
2. Flooring Installation	506	SF	\$ _____	\$ _____
			TOTAL	\$ _____

\_\_\_\_\_  
April 3, 2019  
APPROXIMATE START DATE

\_\_\_\_\_  
1-Year  
WARRANTY

\_\_\_\_\_  
May 17, 2019 Completion  
TIME REQUIRED

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

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

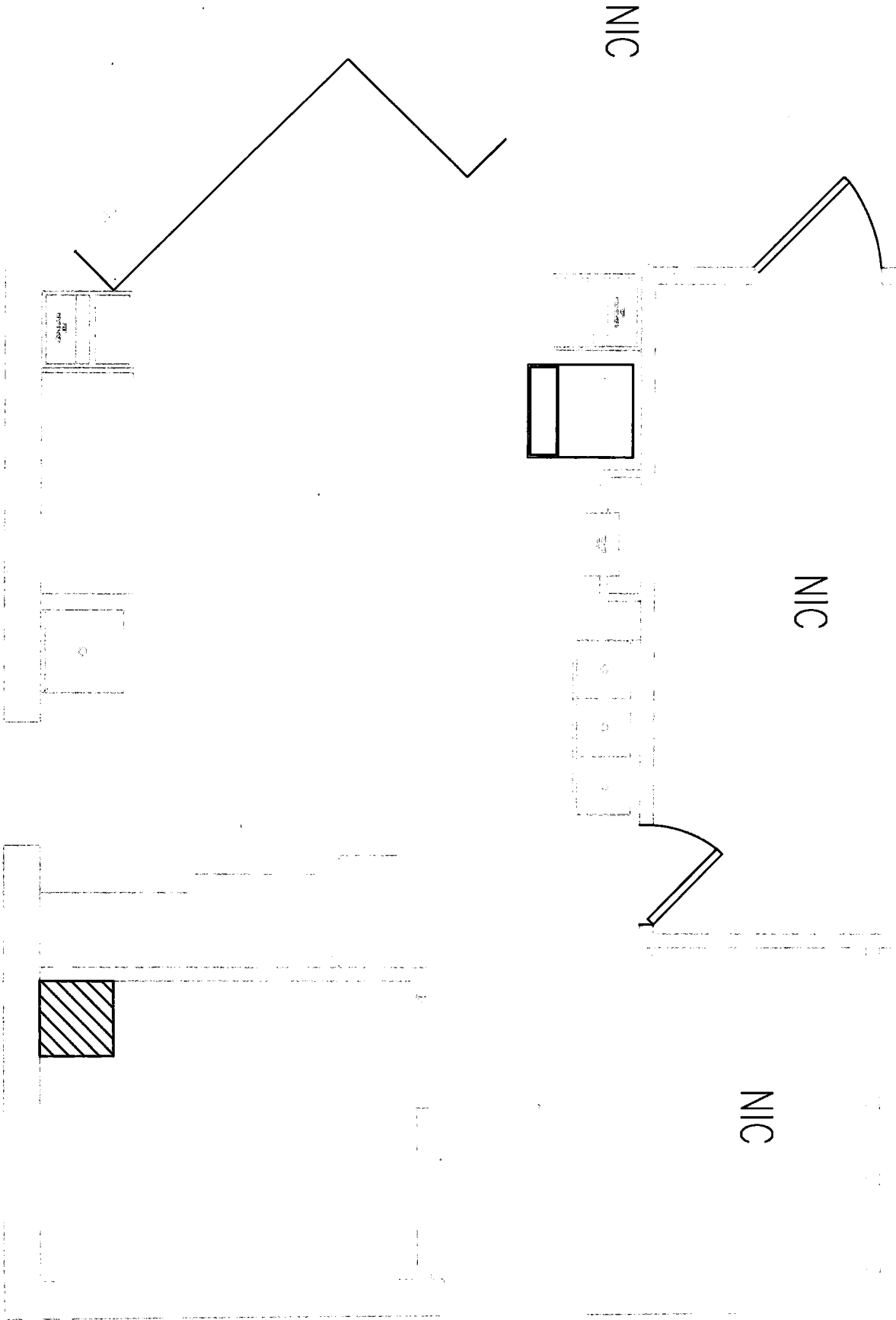
\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Phone Number

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**CONTRACT**





CITY OF OTTUMWA

2019 APR 11 PM 12:06  
Staff Summary

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

Council Meeting of: April 16, 2019

Alicia Bankson

Prepared By

Gene Ratliff

Department Head

Parks

Department

City Administrator Approval

**AGENDA TITLE:** Award the Contract for the Beach Phase 4, RFP 2X New Overhead Doors and authorizing the Mayor to sign the Contract.

\*\*\*\*\*

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

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

**RECOMMENDATION:** Award the Contract to Reed Overhead Doors in the amount of \$8,250.00 and authorize the Mayor to sign the Contract.

**DISCUSSION:** Beach Phase 4, RFP 2X is to remove the existing rollup overhead doors and furnish and install three (3) new sectional overhead doors on the Wave Pool Filter Building located at the Beach Ottumwa.

Bids were received and opened by the City of Ottumwa on April 10, 2019 at 2:00 p.m. Project Notices were sent to three (3) contractors and advertised on the City's website. Two (2) bids were received. The low bidder is Reed Overhead Doors of Ottumwa, Iowa in the amount of \$8,250.00.

RFP and Bid Tab are attached.

**Beach Ottumwa Phase 4 – New Section Overhead Door Installation  
 Bid Tabulation  
 April 10, 2019 2:00 PM**

	Company Name	RFP – 2X Overhead Door Installation
Reed Overhead Doors		\$8,250.00
Frase Construction Company		\$9,668.00
Engineer's Opinion of Cost		\$8,000.00

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION  
 OF THE PROPOSALS RECEIVED April 10, 2019 AT 2:00  
 PM. Dwight L. Dohlman, P.E.

**REQUEST FOR PROPOSAL**  
**NEW SECTIONAL OVERHEAD DOOR INSTALLATION**  
**THE BEACH OTTUMWA, 101 CHURCH ST, OTTUMWA IOWA**

The City of Ottumwa, Iowa will be accepting proposals to furnish and install new overhead doors on the wave pool mechanical room located at the Beach Ottumwa. Contractor will be responsible for all materials, labor and equipment necessary to complete the project. Work shall include removal and disposal of existing roll up doors and framing, furnishing and installation of new insulated sectional doors. All materials, labor and equipment necessary to complete the project shall be considered incidental.

1. Remove three (3) existing roll up doors. Prepare openings for new doors. Repair interior and exterior surfaces to original condition. Paint wall prior to installation of new doors. *(Please Note Scope of Work on plans)*
2. Furnish and install three (3) new insulated sectional overhead doors. Contractor shall verify all measurements prior to ordering doors. Opening size is 8'-0" x 8'-0". Interior ceiling height is approximately 10'-0". Door panels shall be a minimum of 24 ga. prefinished galvanized steel front and back, panel profile shall be embossed with architectural relief pattern to be selected by the City. Panels shall be sandwich construction with minimum 1" foam insulation. Panels to have horizontal rabbeted edge to provide weather tight joint and additional structural stiffness. Brackets and rails shall be galvanized steel and face mounted to wall and ceiling.
3. Door panel finish shall be baked on polyester paint. Owner will select from manufacturer's standard colors.
4. One door to include electric door operator, ¼ hp min. Include two (2) battery operated remote control units, one (1) battery operated keypad wall mounted. Door with operator to include keyed outside locking mechanism for access during power outage. Remaining two doors to include slide bolt locks on the interior.
5. Each door to include spring loaded counterbalance rated for 10,000 cycles. Galvanized steel hinges and fixtures. Ball bearing rollers with hardened steel races.
6. Perimeter weather-strip closures to consist of flexible bulb-type strip on bottom section, flexible jamb and header seals.
7. Provide shop drawings for Engineer's approval.
8. Electrical will be by others. 115v 60 hz duplex will be provided and located in vicinity of operator.

**New Sectional Overhead Door Installation**

Bid Item:

Remove Existing and Install Three (3) New Doors  
 Complete with all the necessary equipment and labor.

TOTAL      \$ 8,250.<sup>00</sup>

All Bid Items to be applied shall comply with manufactures specifications.

Contractor shall make necessary calculations to satisfy themselves of the amount of work required to complete the project. All labor, materials, and equipment, etc. shall be considered incidental to the lump sum bid item. Hauling of all materials to be disposed shall be included in bid prices. No cost incurred in preparing the proposal will be paid by the City of Ottumwa.

Contractor shall be responsible to visit jobsite and become familiar with the scope of work prior to bid letting. **Sealed Bids shall be submitted to the City Clerk 105 E. 3<sup>rd</sup> Street, Ottumwa, Iowa 52501, by 2:00 p.m. on April 10, 2019 and clearly labeled NEW SECTIONAL OVERHEAD DOOR INSTALLATION.** Bid opening to be held shortly after the 2:00 p.m. deadline.

If there are any questions regarding bid proposal, please contact Dwight Dohlman, City of Ottumwa Engineering Department (641) 683-0680 from 8:00 a.m. to 4:30 p.m. Monday through Friday.

Contract Attached

ENGINEERING DEPARTMENT  
CITY OF OTTUMWA, IOWA

PROPOSAL FOR New Sectional Overhead Door Installation at the Beach Ottumwa.

04-08-19  
Date

TO WHOM IT MAY CONCERN:

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

**New Sectional Overhead Door Installation**

Bid Item:

Remove Existing and Install Three (3) New Doors  
Complete with all the necessary equipment and labor.

TOTAL \$ 8,250<sup>00</sup>

June 3, 2019

APPROXIMATE START DATE

1 year from date of completion plus 2 year manufacturers

MIN. WARRANTY (Or Specify)

We will need Approx. 2-3 Days from start to completion.  
TIME REQUIRED (Contractor Specify)

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

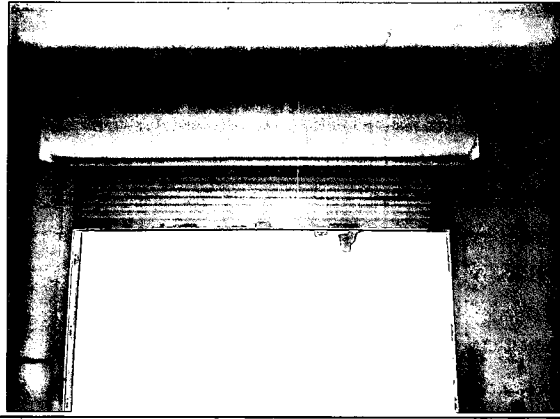
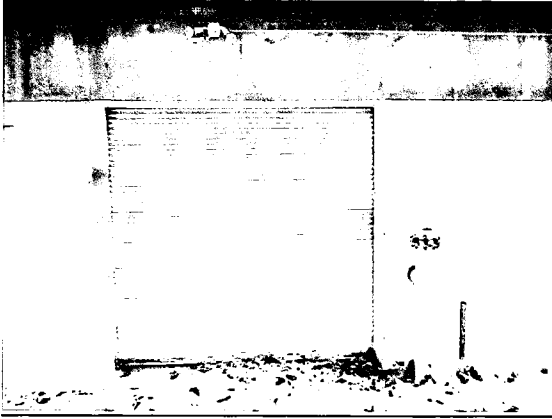
If bid is accepted, the undersigned further agrees to enter into a contract for delivery of said services according to instructions as issued by the City and at the time requested.

Reed Overhead Doors  
Name of Company

641-684-4993  
Phone Number

By [Signature]  
Authorized Signature

04-08-19  
Date



## CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 11<sup>th</sup> day of April 2019 by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and Reed Overhead Doors hereinafter called the "CONTRACTOR."

### WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL OF THE INSTALLATION OF NEW SECTIONAL OVERHEAD DOORS AT THE BEACH OTTUMWA as stated in the attached RFP #2X. RFP #2X and signed proposal included as part of this contract.

In the following location to wit; THE BEACH OTTUMWA, 101 CHURCH STREET, OTTUMWA, IA.

It is understood and agreed: Contract paid upon satisfactory completion of project and acceptance as directed by City of Ottumwa Engineering Department.

The Owner shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages resulting from non-performance of this contract.

The Contractor must comply with all Federal, State and Local Laws and Ordinances. In addition, all OSHA, NFPA and ADA regulations must be complied with.

Section 423.3 of the 2007 Code of Iowa, requires the Contractor to pay sales or use tax on materials or equipment used or supplied during construction. All Contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public the Iowa Department of Revenue Form 35-002, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. All Contractors shall file with the Owner executed copies of these forms. Receipt of said executed forms by the Owner shall be a pre-requisite of final payment for retained percentage of contract price to the Contractor.

In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in RFP #2X, said payment to be made upon presentation of an invoice for aforesaid improvement.

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

3-10-2019

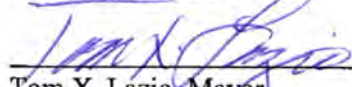
Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

Contractor shall, at the option of the Owner, defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.



Contractor will insure a drug free environment in accordance with Federal regulations.

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

CITY OF OTTUMWA

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

ATTEST:

  
  
\_\_\_\_\_  
Chris Reinhard, City Clerk

Reed Overhead Doors  
Contractor  
P.O. Box 387 / 14815 Eddyville Rd.  
Address  
Ottumwa, IA 52501  
City, State, Zip

CITY OF OTTUMWA

2019 APR 11 Staff Summary

CITY OF OTTUMWA  
\*\* ACTION ITEM \*\*

Council Meeting of: April 16, 2019

Alicia Bankson

Prepared By

Gene Ratke

Department Head

Parks

Department

City Administrator Approval

AGENDA TITLE: Award the Contract for the Beach Phase 4, RFP 5X Walk In Freezer Replacement and authorizing the Mayor to sign the Contract.

\*\*\*\*\*

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

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

RECOMMENDATION: Award the Contract to Winger Contracting in the amount of \$15,056.63 and authorize the Mayor to sign the Contract.

DISCUSSION: Beach Phase 4, RFP 5X is to remove the existing freezer located in the kitchen area and install a new walk in freezer at The Beach Ottumwa. The existing freezer is beyond the typical service life of freezers and staff recommends replacement.

Bids were received and opened by the City of Ottumwa on April 10, 2019 at 2:00 p.m. The RFP was sent to three (3) contractors and advertised on the City's website. Two (2) bids were received. The low bidder is Winger Contracting of Ottumwa, Iowa in the amount of \$15,056.63.

RFP and Bid Tab are attached.



**Beach Ottumwa Phase 4 – Walk-In Freezer Replacement  
 Bid Tabulation  
 April 10, 2019 2:00 PM**

Company Name	RFP – 5X Walk-In Freezer Replacement
Winger Contracting	\$15,056.63
Christner Contracting	\$16,897.40
Engineer's Opinion of Cost	\$18,000.00

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE PROPOSALS RECEIVED April 10, 2019 AT 2:00 PM. Dwight L. Dohlman, P.E.

**REQUEST FOR PROPOSAL**  
**WALK IN FREEZER REPLACEMENT**  
**THE BEACH OTTUMWA, 101 CHURCH ST, OTTUMWA IOWA**

The City of Ottumwa, Iowa will be accepting proposals to replace the existing walk in freezer at The Beach Ottumwa. Contractor shall visit the site to familiarize themselves with the scope of the work.

Contractor will be responsible for removing and disposing of the existing walk in freezer, furnishing and installing the new 6'w x 8'l x 7.5'h walk in -10°F freezer and new refrigeration unit. Arrangements will need to be made to remove existing walk in prior to kitchen floor resurfacing project by another contractor. New Freezer install will take place after new floor installation is complete. Freezer shall be Norlake Kold Locker (Norlake.com/1-800-955-5253) or approved equal. Contractor shall verify measurements, electrical provisions, and submit manufacturer's literature and/or shop drawings for Engineer's approval prior to ordering.

1. Walk in freezer shall be prefabricated of modular design and construction. Panels shall be insulated, with insulation bonded permanently to interior and exterior metal "skin". Tongue and groove edges of panels shall be of the same panel core insulation with non-corrosive thermoplastic cam-action panel fastener. All panel connections shall be sealed with an approved gasket.
2. Floor panels shall be fabricated similar to other panels and shall be designed to withstand uniformly distributed load of 700lbs per square foot traffic.
3. Insulation shall be 4" thick, foamed in place with a thermal resistance of R-28 minimum for floor and R-32 minimum for all other panels including door.
4. Finish shall be standard 26 gauge, acrylic coated, stucco finished steel. Interior of floor panels shall be textured aluminum or stainless steel.
5. Walk in door shall be 36" x 76" swing-type entrance door. Door shall be flush type, bearing the UL seal of approval. Door shall be equipped with two adjustable spring-assisted hinges, deadbolt locking handle with safety inside release, magnetic gasket, door closer, and a double sweep wiper at the bottom edge of the door. Door jamb shall be provided with a LED light fixture center mounted, digital thermometer with safety pilot light on-off switch and conduit between the switch box and outlet junction box. A heater cable with heat sensing regulating thermostat and heated pressure relief vent shall also be included. Door opening shall be centered in wall.
6. Condensing units and evaporators shall be factory pre-wired and pre-assembled. New 1 ½ hp minimum air cooled condensing unit shall be provided.
7. Shelving shall be surface nickel chrome plated quality wire and steel. Shelves shall be adjustable on 2" centers. Shelves shall be constructed of #9 cross wires, spaced ¼" on center with crossbars ¼" minimum spaced at 4 ¼" on center. Shelf frame shall be 9/16" x 1" x .075" channel. Shelf collars shall be round, tapered 1 15/16" high steel collar, welded at each corner. Posts shall be .062" thick, 1" O.D. round tubing notched every 2" on each corner of the post. Each post shall be equipped with a post leveler. Shelving shall be placed in a u-shape design around the perimeter of the interior.
8. Contractor shall remove, clean, and reinstall steel mesh closure panels on top and side of freezer.

**Walk In Freezer Replacement**

Bid Items:

	QTY	UNIT	PRICE	EXTENSION
1. Remove and dispose of existing freezer	1	LS	\$ <u>1500.00</u>	\$ _____
2. Furnish and install new freezer & refrigeration unit	1	LS	\$ <u>13,556.63</u>	\$ _____
			TOTAL	\$ <u>15,056.63</u>

All Bid Items to be applied to manufactures specifications.

Contractor shall make necessary calculations to satisfy themselves of the amount of work required to complete the project. All labor, materials, and equipment, etc. shall be considered incidental to the lump sum bid item. Hauling of all materials to be disposed shall be included in bid prices. No cost incurred in preparing the proposal will be paid by the City of Ottumwa.

Contractor shall be responsible to visit jobsite and become familiar with the scope of work prior to bid letting. **Sealed Bids shall be submitted to the City Clerk 105 E. 3<sup>rd</sup> Street, Ottumwa, Iowa 52501, by 2:00 p.m. on April 10th, 2019** and clearly labeled WALK IN FREEZER REPLACEMENT. Public bid opening to be held shortly after the 2:00 p.m. deadline.

If there are any questions regarding bid proposal, please contact Dwight Dohlman, City of Ottumwa Engineering Department (641) 683-0680 from 8:00 a.m. to 3:30 p.m. Monday through Friday.

Contract Attached

ENGINEERING DEPARTMENT  
CITY OF OTTUMWA, IOWA

PROPOSAL FOR Walk In Freezer Replacement at the Beach Ottumwa.

4-11-19  
Date

TO WHOM IT MAY CONCERN:

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

Bid Items:

**Walk In Freezer Replacement**

Bid Items:

	QTY	UNIT	PRICE	EXTENSION
1. Remove and dispose of existing freezer	1	LS	\$ <u>1500.00</u>	\$ _____
2. Furnish and install new freezer & refrigeration unit	1	LS	\$ <u>13,556.63</u>	\$ _____
			TOTAL	\$ <u>15,056.63</u>

April 17, 2019  
APPROXIMATE START DATE

WARRANTY, (Specify)

May 17, 2019 Completion  
TIME REQUIRED (Or Specify)

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

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

Winger Service  
Name of Company

641-682-3407  
Phone Number

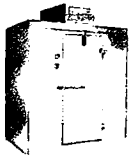
By [Signature]  
Authorized Signature

4-11-19  
Date



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**1 1 ea WALK IN FREEZER, MODULAR, SELF-CONTAINED**



Nor-Lake Model No. KLF7768-C

Kold Locker™, Indoor -10°F Freezer, 6' x 8' x 7'-7" H, with floor, 26 gauge embossed coated steel interior & exterior finish, self-closing door, locking deadbolt handle, Capsule-Pak™ ceiling mount, 1 HP, 208-230v/60/1-ph

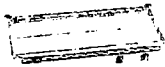
1 ea 5 Yr compressor warranty (net)

1 ea Optional 36" door width, lead time may be affected (not available on 6' and 6'7" high Kold Lockers)

1 ea Door hinged on right

---

**2 16 ea WIRE SHELVING**

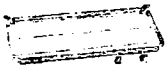


NEXEL Model No. S1848C Packed 4 ea

Shelf, wire, 48"W x 18"D, chrome plated finish

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**3 4 ea WIRE SHELVING**



NEXEL Model No. S1824C Packed 4 ea

Shelf, wire, 24"W x 18"D, chrome plated finish

20 ea P74C Post, 74"H, numbered grooves that adjusts on 1" increments, includes: leveler & plastic post cap, chrome (for use with standard wire shelves)

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**CONTRACT**

This contract made and entered into in duplicate at Ottumwa, IA this 11<sup>th</sup> day of Apr. 2019 by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and Winger Service hereinafter called the "CONTRACTOR."

**WITNESSETH:**

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL FOR WALK IN FREEZER REPLACEMENT AT THE BEACH OTTUMWA as stated in the attached RFP #. RFP # and signed proposal included as part of this contract.

In the following location to wit; THE BEACH OTTUMWA, 101 CHURCH STREET, OTTUMWA, IA.

It is understood and agreed: Contract paid upon satisfactory completion of project and acceptance as directed by City of Ottumwa Engineering Department.

The Owner shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages resulting from non-performance of this contract.

The Contractor must comply with all Federal, State and Local Laws and Ordinances. In addition, all OSHA, NFPA and ADA regulations must be complied with.

Section 423.3 of the 2007 Code of Iowa, requires the Contractor to pay sales or use tax on materials or equipment used or supplied during construction. All Contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public the Iowa Department of Revenue Form 35-002, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. All Contractors shall file with the Owner executed copies of these forms. Receipt of said executed forms by the Owner shall be a pre-requisite of final payment for retained percentage of contract price to the Contractor.

In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in RFP #5X said payment to be made upon presentation of an invoice for aforesaid improvement.

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

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

Contractor shall, at the option of the Owner, defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.

Contractor will insure a drug free environment in accordance with Federal regulations.

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

CITY OF OTTUMWA

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

ATTEST:

*Chris Reinhard*  
\_\_\_\_\_  
Chris Reinhard, City Clerk



*Jeremy Courtney*  
*Winger Service*  
\_\_\_\_\_  
Contractor  
*918 Hayne St.*  
\_\_\_\_\_  
Address  
*Ottumwa IA 52501*  
\_\_\_\_\_  
City, State, Zip

FILE  
CITY OF OTTUMWA  
2019 APR 11 PM 12:06  
Staff Summary  
CITY OF OTTUMWA  
\*\*ACTION ITEM\*\*

FILED  
2019 APR 11 AM 11:57  
CITY OF OTTUMWA

Council Meeting of: April 16, 2019

Parks  
Department

Alicia Bankson  
Prepared By  
Dore Rataje  
Department Head

  
City Administrator Approval

AGENDA TITLE: Discussion to Finalize Project Listing for Beach Phase 4 Renovations.

\*\*\*\*\*

\*\*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: Hear staff presentation and approve proposed project listing for Beach Phase 4 Renovations.

DISCUSSION: The final phase of the Beach Renovations is underway. It is projected that all phases will be accomplished within budget. To date, Phase 4 includes 14 separate projects/contracts. Information on four additional projects will be presented for consideration for approval and inclusion into Phase 4.

Project listing is attached.



Phase 4 - Beach Ottumwa  
Renovations 2019-2020  
Tentative Project List

Wave Generation Equipment	\$ 115,375.00 *
Wave Generation Equipment Installation	\$ 28,000.00 *
Wave Generation Blower and Motor Repair	\$ 5,000.00
Slide Repair/Restoration	\$ 66,500.00 *
Slide Structural Support Repainting	\$ 65,000.00
Kitchen Floor Resurfacing	\$ 6,710.00 *
Overhead Door Replacement	\$ 8,000.00
Pool Netting and Rope Fencing Replacement	\$ 8,388.88 *
Walk-in Cooler Replacement	\$ 17,000.00
Storm Sewer Improvements	\$ 35,000.00
Aluminum Entrance Door Repair	\$ 15,000.00
Recirculating Pump Replacement	\$ 8,538.43 *
Wood Fencing Repair	\$ 8,000.00
Final Landscaping and Seeding	\$ 12,000.00
	<u>\$ 398,512.31</u>
15% Contingency	\$ 59,776.85
	<u>\$ 458,289.16</u>

\*Contract Awarded or Equipment Acquired

**Pending Council Approval:**

Volleyball Court Reconstruction	\$ 75,000.00
New Shade Structure Installation	\$ 100,000.00
Dedication Plaque	\$ 1,200.00
Portable Storage Building	\$ 5,000.00
	<u>\$ 181,200.00</u>
Total	\$ 639,489.16

# Beach Renovations - Phase 4

FINALIZE PROJECT LISTING

## Tentative Project List

Wave Generation Equipment	\$ 115,375.00 *
Wave Generation Equipment Installation	\$ 28,000.00 *
Wave Generation Blower and Motor Repair	\$ 5,000.00
Slide Repair/Restoration	\$ 66,500.00 *
Slide Structural Support Repainting	\$ 65,000.00
Kitchen Floor Resurfacing	\$ 6,710.00 *
Overhead Door Replacement	\$ 8,000.00
Pool Netting and Rope Fencing Replacement	\$ 8,388.88 *
Walk-in Cooler Replacement	\$ 17,000.00
Storm Sewer Improvements	\$ 35,000.00
Aluminum Entrance Door Repair	\$ 15,000.00
Recirculating Pump Replacement	\$ 8,538.43 *
Wood Fencing Repair	\$ 8,000.00
Final Landscaping and Seeding	\$ 12,000.00
	\$ 398,512.31
15% Contingency	\$ 59,776.85
	\$ 458,289.16

\*Contract Awarded or Equipment Acquired

# Alternates Pending Council Approval

Volleyball Court Reconstruction	\$ 75,000.00
New Shade Structure Installation	\$100,000.00
Dedication Plaque	\$ 1,200.00
Portable Storage Building	\$ 5,000.00
	<u>\$181,200.00</u>
Total	\$639,489.16

## Volleyball Court Reconstruction







### New Shade Structure Installation



cantilever umbrella



### Dedication Plaque



## Beach Ottumwa Renovations

### Phase 4 Completion May 15, 2020

#### City of Ottumwa

Mayor Tom Lazio

#### City Council

Holly Berg

Matt Dalbey

Marc Roe

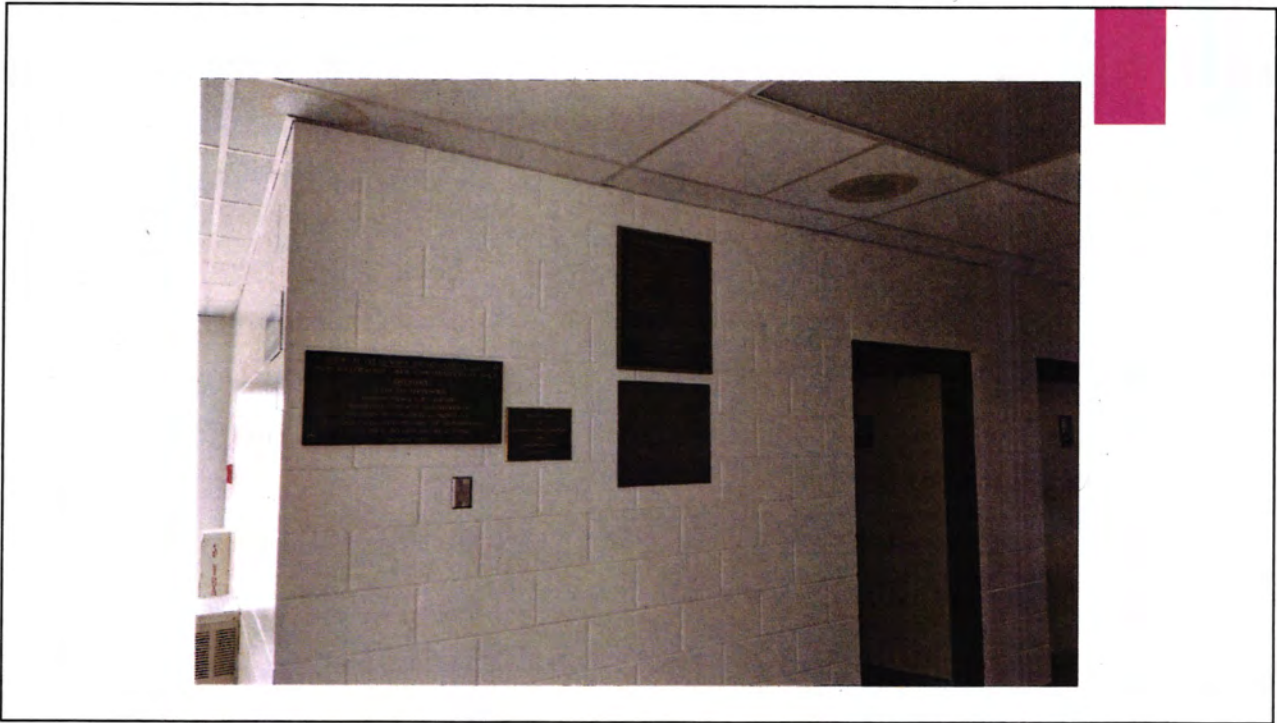
Skip Stevenson

Victor Streeby

City Administrator Andrew Morris

Parks & Recreation Director Gene Rathje

Project Design and Administration by City Engineering  
Department





CITY OF OTTUMWA  
2019 APR 11 AM 12:06  
Staff Summary  
OTTUMWA  
\*\*\* ACTION ITEM \*\*\*

Council Meeting of: April 16, 2019

<p>Engineering Department</p> <hr/> <p style="text-align: center;"><i>[Signature]</i></p> <p style="text-align: center;">City Administrator Approval</p>	<p style="text-align: right;">Alicia Bankson Prepared By</p> <hr/> <p style="text-align: right;"><i>[Signature]</i> Department Head</p>
--	---

AGENDA TITLE: Award the Contract for the 2019 RFP #5, Elm Street Force Main Repair and authorizing the Mayor to sign the Contract.

\*\*\*\*\*

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

RECOMMENDATION: Award the Contract to DC Concrete and Construction in the amount of \$16,400.00 and authorize the Mayor to sign the Contract.

DISCUSSION: The project is to repair a force main near Aliant Energy's Ottumwa Excel Substation on the HWY 34/63 Bypass. The section of force main to be repaired consists of two mechanical couplers and an approximately 10 LF of HDPE 20" DIPS - DR 26 connector pipe.

City Council approved emergency temporary repair of the Elm Street Force Main by DC Construction and Concrete on April 2, 2019.

Bids were received and opened by the City of Ottumwa on April 10, 2019 at 2:00 p.m. Five (5) sets of plans were distributed and two (2) bids were received. The low bidder is DC Concrete and Construction of Douds, Iowa in the amount of \$16,400.00.

Bid Tab is attached.

Engineer's Estimate: \$20,000.00

Emergency Repair Work:	\$11,850.50	Paid 4/12/19
Permanent Repair Bid:	\$16,400.00	

Source of Funds: Sewer Fund Balance

Budgeted Item: No

Budget Amendment Needed: No

Elm Street Force Main Repair		DESCRIPTION		UNIT		CONSTRUCTION ESTIMATE		DC Concrete and Construction		Winger Contracting		
ITEM	DATE					QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	4/11/2019	Force Main Repair		LS		1	\$ 20,000.00	\$20,000.00	16,400.00	\$16,400.00	\$47,390.00	\$47,390.00
<b>TOTAL</b>								<b>\$20,000.00</b>		<b>\$16,400.00</b>		<b>\$47,390.00</b>

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION  
 OF THE BIDS RECEIVED AT 2:00 P.M. ON 4-10-2019  
 BY: Phillip Burgmeier

*Phillip Burgmeier*

**REQUEST FOR PROPOSAL**  
2019 RFP #5 Elm Street Force Main Repair

The City of Ottumwa, Iowa is accepting proposals to repair a force main near Aliant Energy's Ottumwa Excel Substation on the HWY 34/63 Bypass. The section of force main to be repaired consists of two mechanical couplers and an approximately 10 LF of HDPE 20" DIPS - DR 26 connector pipe. Contractor is to replace both mechanical couplers. Pipe may be reused.

**Repair Elm Street Pump Station Force Main**

Bid Item #1 is for replacement of two existing couplers with bolted sleeve type couplers suitable for use on an HDPE pipe carrying sewage. Couplers are to be Smith-Blair type 411 or equivalent, a minimum of 16" long. A JCM 621 Sur-Grip Bell Joint Restrainer or equivalent grip ring or joint restraint must be installed. Use stainless steel bolts and nuts if available. Install pipe stiffeners as required for HDPE pipe.

Bed couplers and force main pipe on a layer of compacted granular material at least 6" thick. Adjust elevation of force main to eliminate shear loads where it enters the casing pipe. Only fabric slings may be used to lift and move pipe. Casing begins approximately 15 feet east of the repair location. After repair is complete backfill with excavated material. Haul in additional black dirt or topsoil to match surrounding grade. Seed disturbed area with a SUDAS Type 1 lawn mixture.

Force main will stay in operation until existing couplers are ready to be removed. Contractor must finish repairs to the pipe on the same day the force main is shut down, it cannot remain inactive overnight. City will arrange to divert sanitary sewage flow. Some residual fluid may be left in the pipe. Contractor is responsible for coordination with underground utilities. Underground electrical cables located to the south side of the force main must be preserved.

The bottom of the pipe is approximately 6-7' deep. The area has sandy soil and a high water table. Dewatering will be necessary. All water pumped from the excavation must be discharged into Manhole #2534, located approximately 60 feet west of the repair site.

This contract will require City Council action. Council action is anticipated on April 16, 2019. This project shall be completed by May 31, 2019.

**Elm Street Force Main Repair**

Bid Items:

	QTY	UNIT	PRICE	EXTENSION
1.) Force Main Repair	1	LS	<u>\$16,400</u>	<u>\$16,400</u>
			TOTAL	<u>\$16,400.00</u>

Interested parties are **strongly urged** to view the details of this project in person. Contractor shall make necessary calculations to satisfy themselves of the amount of work required to complete the project.

03-29-2019

**All work shall comply with SUDAS specifications. All material, labor, equipment, mobilization, traffic control, traffic control maintenance, hauling, and site restoration, including seeding and fertilizing to be incidental to the bid item. No cost incurred in preparing the proposal will be paid by the City of Ottumwa.**

**Contractor shall be responsible to visit jobsite and become familiar with the scope of work prior to bid letting. Sealed Bids shall be submitted to the City Clerk 105 E. 3<sup>rd</sup> Street, Ottumwa, Iowa 52501, by 2:00 p.m. on April 10, 2019 and clearly labeled RFP #5 - ELM STREET FORCE MAIN REPAIR. Bid opening to be held at 2:00 p.m. on April 10, 2019.**

**If there are any questions regarding bid proposal, please contact Phillip Burgmeier, City of Ottumwa Public Works Department at (641) 684-0680 from 8:00 a.m. to 4:00 p.m. Monday through Friday.**

*Contract Attached*

2019 RFP #5

ENGINEERING DEPARTMENT  
CITY OF OTTUMWA, IOWA

PROPOSAL FOR: RFP #5 - ELM STREET FORCE MAIN REPAIR.

April 10, 2019  
Date

TO WHOM IT MAY CONCERN:

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

<u>Elm Street Force Main Repair</u>	QTY	UNIT	PRICE	EXTENSION
Bid Items:				
1.) Force Main Repair	1	LS	\$16,400	\$16,400
			TOTAL	\$16,400.00

APPROXIMATE START DATE

NONE

WARRANTY, (Specify)

All work shall be completed on or before May 31, 2019. A \$200.00 per day penalty may be assessed for failure to complete this project in the allocated time. The City shall also reserve the right to void the contract and award it to the next lowest responsible bidder if the undersigned has not started the work by the completion date.

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

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

DC Concrete & Construction, LLC  
Name of Company

681-919-0636  
Phone Number

By Budget Coffey  
Authorized Signature

4/10/2019  
Date

**CONTRACT**

This contract made and entered into in duplicate at Ottumwa, IA this 10 day of April, 2019 by and between the CITY OF OTTUMWA, IA herein after called the "OWNER" and DC Concrete & Construction, LLC of Dows, Iowa herein after called the "CONTRACTOR."

**WITNESSETH:**

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL FOR THE **ELM STREET FORCE MAIN REPAIR** as stated in the attached **RFP #5**. **RFP #5** and the signed proposal are included as part of this contract.

In the following location to wit; **at the Elm Street Pump Station Force Main, between the Walnut Street ROW and the Hwy 34/63 Bypass.**

It is understood and agreed: The Contract will be paid upon satisfactory completion of project and acceptance as directed by City of Ottumwa Engineering Department.

The Owner shall have the right to deduct said liquidated damages from any monies in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages resulting from non-performance of this contract.

The Contractor must comply with all Federal, State and Local Laws and Ordinances and all OSHA, NFPA and ADA regulations.

Section 423.3 of the 2005 Code of Iowa, requires the Contractor to pay sales or use tax on materials or equipment used or supplied during construction. All Contractors shall prepare and require their subcontractors to prepare, sign and acknowledge before a Notary Public the Iowa Department of Revenue Form 35-002, listing their respective expenses for all materials and equipment that becomes an integral part of the completed project. All Contractors shall file with the Owner executed copies of these forms. Receipt of said executed forms by the Owner shall be a pre-requisite of final payment for retained percentage of contract price to the Contractor.

In the event any service tax is paid by the Contractor, the Contractor shall also include in the Form 35-002, aforementioned, a listing of such services furnished which become an integral part of the project under the contract.

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in **RFP #5**. Said payment to be made upon presentation of an invoice for aforesaid improvement. A certificate of insurance for liability, bodily injury, and property damage satisfactory to the Owner in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or

03-29-2019

any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

Contractor shall, at the option of the Owner, defend the Owner with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in defense of any suit arising hereunder.

Contractor will insure a drug free environment in accordance with Federal regulations.

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

**CITY OF OTTUMWA**

Thomas X. Lazio  
Thomas X. Lazio, Mayor

ATTEST:

Chris Reinhard  
Chris Reinhard, City Clerk

**CONTRACTOR**

DC Concrete & Construction, LLC  
Company Name

[Signature]  
Representative Signature

15476 Emerald RD  
Company Address

Dows, IA 52551  
City, State, Zip

FILED

CITY OF OTTUMWA

2019 APR 11 PM 2:11

Staff Summary

CITY OF OTTUMWA

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

Council Meeting of: April 16, 2019

Alicia Bankson

Prepared By

Engineering Department

Department

*Darryl Seal*

Department Head

*[Handwritten Signature]*

City Administrator Approval

AGENDA TITLE: Bid Report for the Ottumwa Main Street Project (Downtown Streetscape).

\*\*\*\*\*

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

RECOMMENDATION: Present bid tab information.

DISCUSSION: The project consist of complete reconstruction of the 100, 200, and 300 blocks of Main Street. It will include full width full depth PCC reconstruction. The project will include replacement of sanitary sewer lines and sewer laterals. In addition, new water mains and service lines will be installed during the project. New ADA compliant sidewalks will be installed.

As part of the bid five ADD ALTERNATE bid items were included in the plan set bid documents. Alternate bid item 1 and 2 were for addition of fire service lines for buildings that could develop upper story apartments which would require sprinkler system by code. There were ten buildings that this could apply to. ADD ALTERNATE 3 and 4 were for water service lines from the stop box to the buildings water meter. There are 59 water services that these bids could apply to with unknown lengths.

Kevin Flanagan has been in direct contact OWW and with property owners on procedures and financial responsibilities. Now that we have actual bid numbers Kevin can present a cost estimate to each owner.

Other items that need finalized is the cost for resident engineering and construction surveying contracts. This contract would be between the City and an Engineering Firm but be funded from the allocated funds listed. For a two season construction schedule it is estimated to cost \$300,000.

Bids were received and opened by the City of Ottumwa on April 10, 2019, at 2:00 p.m. One bid was received from Portzen Construction Inc. of Dubuque, Iowa, in the amount of \$5,096,359.30.

We will need to review the cost with funding partners and review private water service cost to determine final cost.

Source of Funds: FY19 CIP

Budgeted Item: Yes

Budget Amendment Needed: No



**Bid Amount:** \$ 5,096,359.30

**Engineer's Opinion of Cost:** \$ 4,113,875.20  
**10% contingency** \$ 420,159.00  
\$ 4,534,034.20

	Grants	Legacy	City of Ottumwa	OWW
<b>Funding:</b>		\$2,346,000	\$3,070,000	
		(400,000)	(400,000)	
<b>CDBG</b>	\$ 800,000	\$1,946,000	\$2,670,000	\$ 511,665
<b>Water Quality</b>	\$ 55,000			
<b>Legacy</b>	\$1,946,000			
<b>City of Ottumwa</b>	\$2,670,000			
<b>OWW</b>	\$ 511,665			
<b>Total</b>	\$5,982,665			
<b>Base bid</b>	\$5,096,359.30			
<b>Resident Engineer</b>	\$ 300,000.00			
<b>Total</b>	\$5,396,359.30 does not include gas service relocates nor final water service cost.			

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

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

Council Meeting of: Apr 16, 2019

**Jody Gates**

Prepared By

**Kevin C Flanagan** *(Signature)*

Department Head

**Planning & Development**

Department

*(Signature)*

City Administrator Approval

AGENDA TITLE: **Public Hearing on the status of funded activities for the Ottumwa Upper Story Housing Pilot 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: Open public hearing  
Receive comments  
Close public hearing

DISCUSSION: Brad Grefe, Senior Planner from Area 15 RPC will update the City Council on the Upper Story Housing Pilot Project occurring now in the 300 block of East Main Street. This update is a grant requirement.

Source of Funds: 141-538-4410

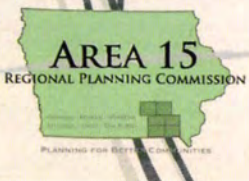
Budgeted Item:  Budget Amendment Needed:



04/16/19

# SOFA Update on Ottumwa's Upper-Story Housing Pilot Project

**Bradley J. Grefe** | *Senior Planner*



# Participating Properties



Parcel  
Boundary

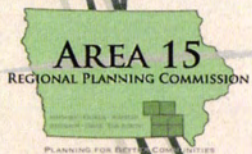
New  
Apartments

Existing  
Apartments

*The 5 units in this project will total 20 units in the block; all built since 2010.*



# Floor Plans



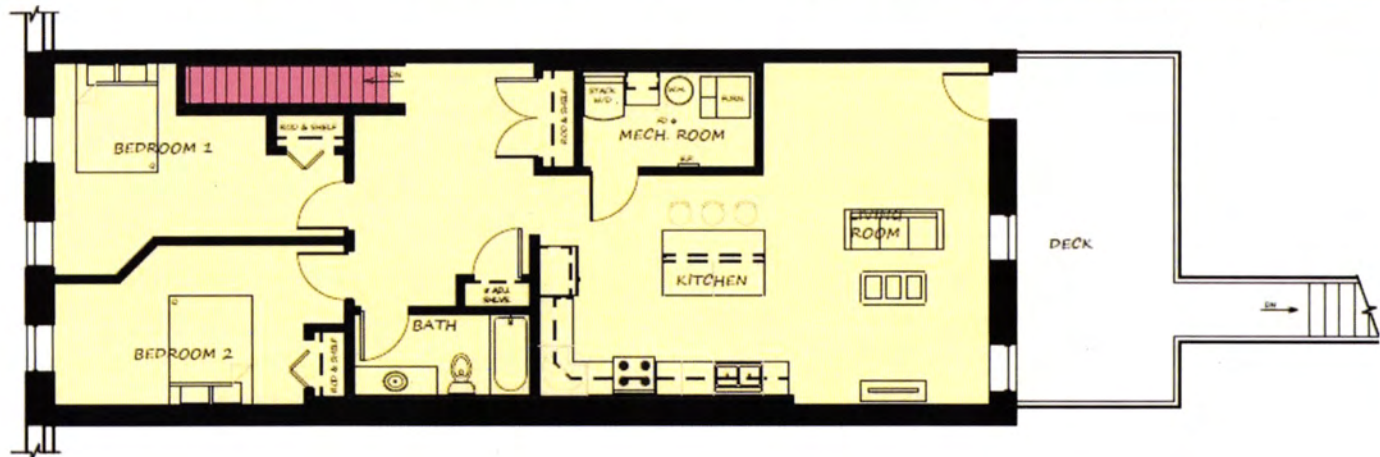
# 303 & 305 E. Main

303: One 3-Bedroom Unit (1,387 SF)  
305: One 3-Bedroom Unit (1,395 SF)



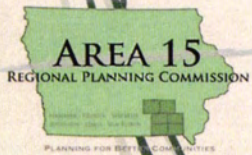
# 315 & 320 E. Main

315: One 2-Bedroom Unit (1,159 SF)  
320: Two 1-Bedroom Units (1,623 SF)





# Comparison Photos





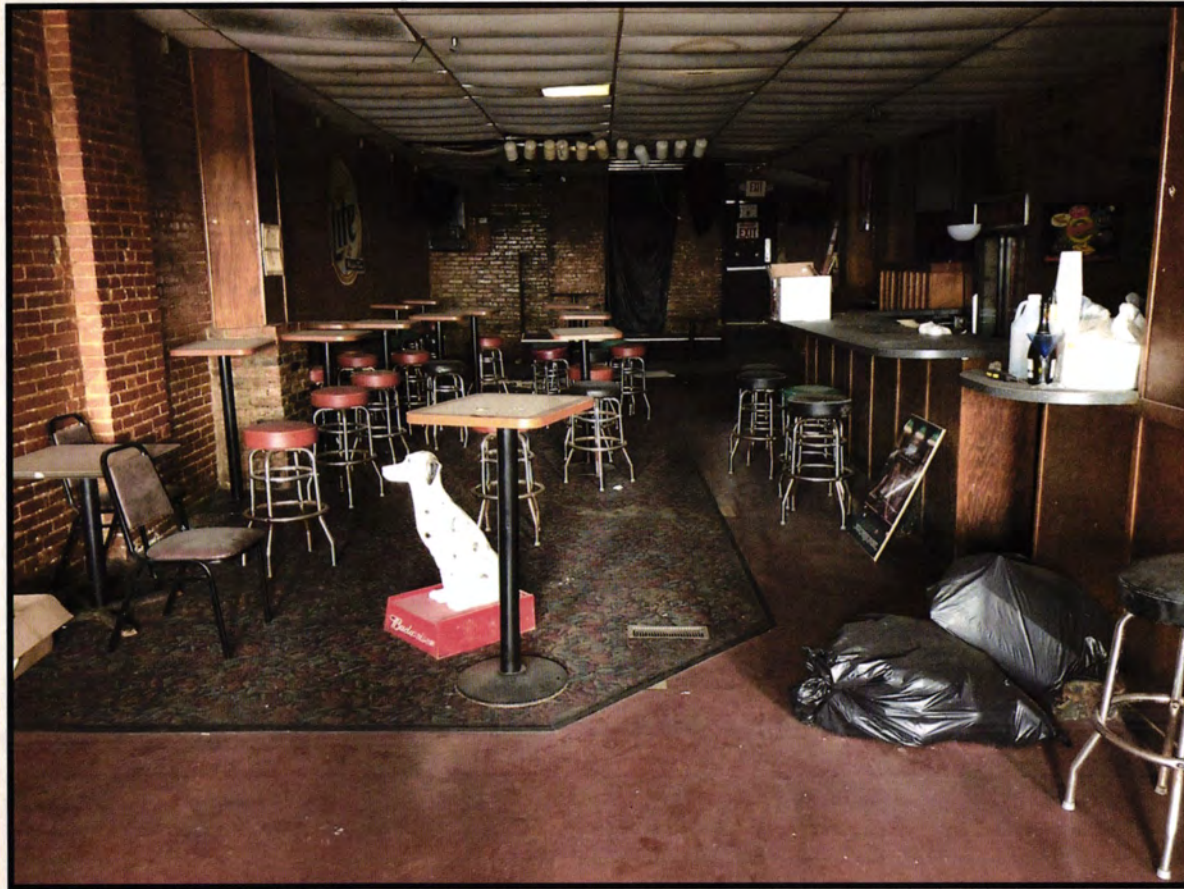
# 303 Main (2018)



## 303 Main (Today)



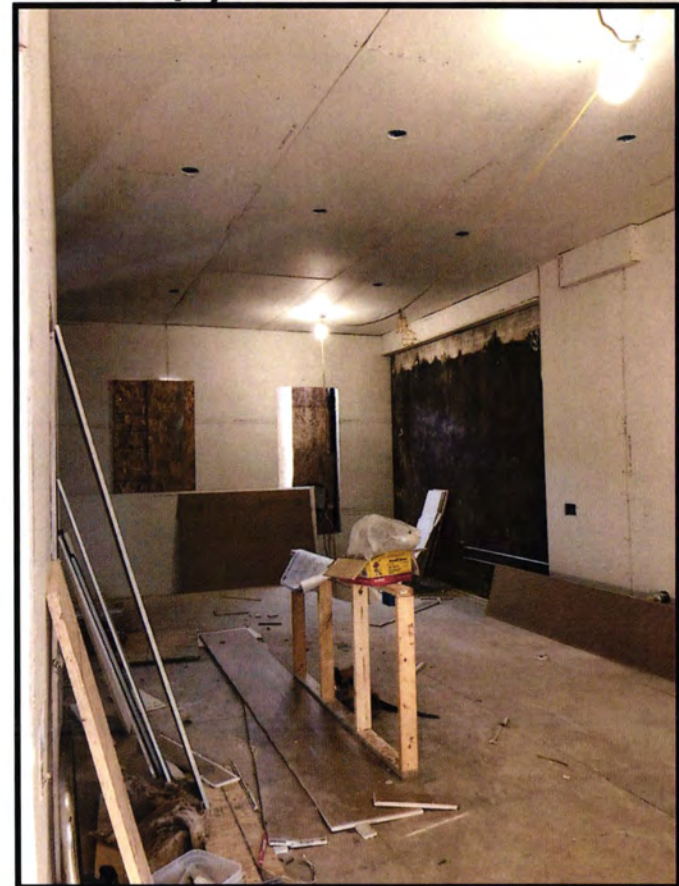
305 Main (2018)



## 305 Main (Today)



# 315 Main (2018 vs. Today)



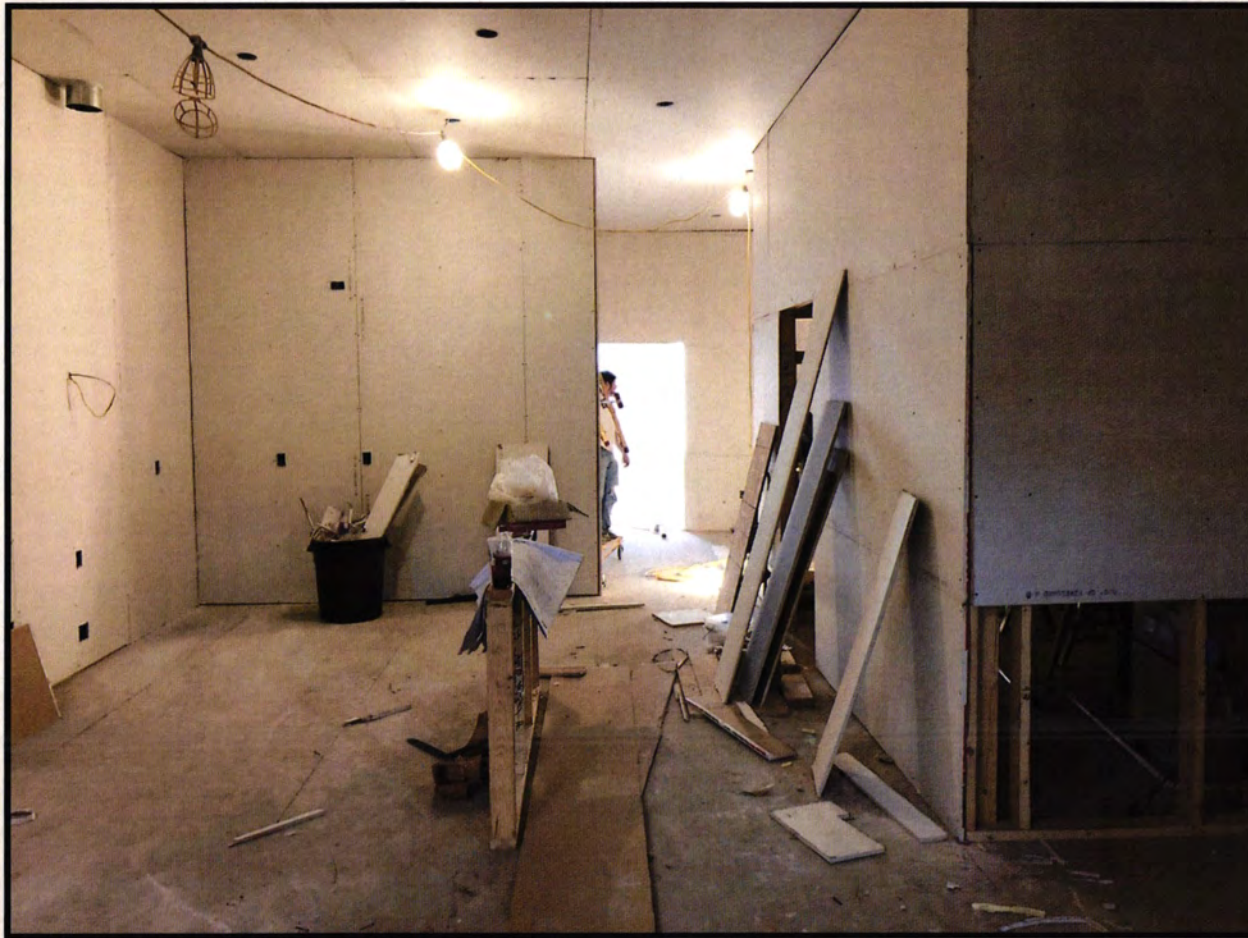
# 315 Main (2018, post-demolition)



AREA 15  
REGIONAL PLANNING COMMISSION

PLANNING FOR BETTER COMMUNITIES

## 315 Main (Today)



# 320 Main (2018)





## 320 Main (Today)



AREA 15  
REGIONAL PLANNING COMMISSION

PLANNING FOR BETTER COMMUNITIES

# 320 Main (2018)



# 320 Main (Today)



Questions? Comments?



2019 APR -8 PM 1:54

CITY OF OTTUMWA

STAFF SUMMARY



CITY OF OTTUMWA

Council Meeting of: April 16, 2019

ITEM NO. \_\_\_\_\_

Joni Keith

Prepared By

Andy Morris

Department Head

*Joni L Keith*  
*[Signature]*

Administration  
Department

AGENDA TITLE: Adopt the Communications Policy #70-2019 effective April 16, 2019 by the passage of Resolution #71-2019.

\*\*\*\*\*

PURPOSE: Adopt the City's Communications Policy #70-2019 effective April 16, 2019.

RECOMMENDATION: Pass and adopt Resolution #71-2019, which adopts the City Communications Policy.

DISCUSSION: The City is putting into writing its longstanding unwritten policy dealing with the various methods of communication with the public. This Policy #70-2019 sets out four basic types of communication through surveys, project updates, community meetings and website/social media posts. The policy also discusses media inquiries and interviews. A social media section discusses the usage of these sites as well as the professionalism required when staff members responds to social media requests and places information on our website. The policy encourages staff to provide as much information to the public as possible. Attached is a copy of the proposed Policy.

**POLICY # 70-2019**  
**COMMUNICATIONS POLICY**

In our efforts to keep the public better informed as to policies, programs, upcoming events and general information, the City of Ottumwa has adopted a communications policy. Enhancing our communication efforts is a top priority for the City and forms a critical component of strengthening our relationship with our residents.

Equally important is establishing a dialogue with residents which can only be gained by listening to questions, comments, suggestions and concerns. Whether it is on social media, community meetings, day to day interactions with the public or thoughts and suggestions from citizens, City staff want feedback. The communications plan will consist of four components: Survey tools, program/project updates, community meetings, and website/social media posts.

- 1) **Survey tools.** In January of 2019, the City launched its first on-line set of survey questions to the general public. The survey company the City has contracted with has developed a survey platform for cities which consists of questions that allow the public to provide feedback to City staff. Every month, two sets of survey questions are generated that seek feedback from citizens. Currently, questions are generated the second and fourth Monday of each month. To ensure the survey is an effective tool for gathering a representative sample of citizen opinion, an initial 1% response rate will be achieved the first year of implementation with an ultimate goal of 3% in subsequent years of the survey use.
- 2) **Project Updates.** These consist of media news releases and public council reports on city projects covering construction and community enhancements. Departments will also develop reports periodically to highlight department news, events and special projects that may be of public interest.
- 3) **Community Meetings.** The Community Meetings format consists of introducing two or three topics for discussion at the open meeting and then allowing general questions from the audience. The bi-annual meetings will be held at various locations and venues throughout the City.
- 4) **Website/Social Media Posts.** The City maintains a website, which contains general information, forms, project updates and information, and accepts citizen concerns. In addition, the City maintains social media sites which allow citizens to dialogue with each other as well as city staff to voice concerns.

**External Communications.**

The City Administrator is the primary spokesperson for the City. The City Administrator may designate an official spokesperson for each City department or for the Administrator in his/her absence or in an emergency.

**Identity and Branding.**

All departments will identify themselves as the City of Ottumwa. The City's current logo will be utilized on all documents, City publications, external communications, fliers, invitations, programs, posters, presentations, paraphernalia and any item requiring a symbol of identity.

**Press Releases and Press Statements.**

The City will utilize press releases to inform the public regarding City programs, services, events, etc. Department heads or assigned staff will prepare for review and distribution all press releases to local, regional and national media. Press statements will be issued by staff under the guidance of the City Administrator and/or the City Attorney.

**Media Inquiries/Interviews.**

All media requests for routine interviews with department staff will be handled through the Administrator or Department Heads. Departments are encouraged to give interviews regarding their departments or areas of expertise in a timely and courteous manner. Routine interviews do not require the approval of the City Administrator.

Media requests involving sensitive or controversial issues shall be approved by the City Administrator or designee. In instances regarding the legality of releasing information, the Department and the City Administrator will consult with the City Attorney.

Other than for routine information, the City Council will receive notification of press release distribution prior to the distribution with the exception that in the case of an emergency when time is of the essence, City Council will be notified as soon as possible. Media wishing to receive press releases shall provide current contact information to the City Clerk and the City Administrator's Secretary.

**Guidelines for Media Communication.**

When the issue is routine and limited to the Department's area of expertise, the following process will be followed:

- \* Obtain the name of the person calling, the media organization and, if available, the anticipated time of release of information in print or broadcast. This information should be included in the notification to the City Administrator.
- \* Do not offer speculation or gossip. Do not answer a reporter's question with "no comment" instead, refer the reporter to the City Administrator. Personal opinions should not be communicated.
- \* Issues that should not be discussed with reporters include: legal, personnel, confidential and emergency or crisis situations. Those inquiries should be forwarded to the City Administrator for response.

**Emergency Notifications.**

Fire and Police responses to emergencies in the community will be reported directly to the media as determined by the Fire or Police Chief. Fire or Police Department releases concerning traffic advisories, investigations and other routine community relations activities may also be reported directly to the media without specific permission from the City Administrator. Any releases distributed should also be provided to the City Administrator.

**Website.**

The City of Ottumwa website will serve as a resource for residents, visitors and businesses. The site will convey the City's messaging while providing current and vital information. The website will be managed

by the IT staff and the City Administrator's secretary. However, each Department Head will be responsible for ensuring that the information on their web page is current, accurate and does not convey confidential information. Each Department Head will review the web content regularly.

All published reports, brochures, fact sheets, or any other printed material, will be sent to the City Administrator's Office to be archived and posted to the website. All City meetings and City-sponsored or partnered events should be reported to the City Administrator's Office for inclusion on the website.

**Citizen Inquiries.**

Departments should respond to citizen inquiries in a courteous and timely manner. This includes inquiries received via e-mail, telephone, web or U.S. mail. Notify the City Administrator and the Department Head of inquiries of a sensitive or controversial nature.

**Public Records Requests.**

All requests for public records should promptly be forwarded to the City Clerk's office for an official response. See the Public Records Policy for additional information and procedure.

**Social Media Policy.**

It is the responsibility of the City Administrator's Office to maintain the City's official Internet presence via social media and networking sites, with the assistance of the IT Manager. City Departments should coordinate any social media requests with the City Administrator's Secretary. This policy covers all social media tools as they currently exist and as they may exist in the future.

**Online Community Forums.**

City employees shall not act as a spokesperson for the City or its departments on any online community forum.

**Policies and Procedures.**

All official City social media platforms will be administered by the City Administrator's Office or designee. These platforms shall be used for the sole purpose of informing the public about City business including news, programs, services and events.

Individual departments may not have or maintain independent pages/sites without approval of the City Administrator. Any department with a social media account will provide all passwords associated with the site to the City Clerk's Office and the IT Manager.

Individual departments wishing to add content to official City social media sites may submit the request to the City Administrator's Office, which will determine if the post meets policy guidelines. The City's website will remain the official location for contact regarding the City. Whenever possible, links within social media outlets should direct users back to the City's website.

Direct messages and inquiries requiring follow up communication will be treated as general correspondence and kept in accordance with city record retention policies.



Each social media platform used by the City will include the City's mission statement and an introductory statement that clearly specifies the purpose of the site and directs the user back to the City's web site. The name and contact information posted should not contain a specific employee's name but should be general to the City of Ottumwa.

All postings made by the City on social media platforms will contain information and content that has already been published or broadcast in an official manner. The City will not comment on other social media sites. All official social media postings by the City will be done solely on the City's social media sites. Confidential City business shall not be disclosed on the City's social media sites. If a question arises regarding the confidentiality of information on a social media site, the matter shall be referred to the City Attorney for review. The information shall not be posted, or if already posted, shall be removed until the City Attorney renders an opinion. Notwithstanding the opinion of the City Attorney, the City Administrator's Office reserves the right to restrict or remove City information from an official City social media site if the City Administrator believes the information does not serve the City's best interests.

The City reserves the right to remove any comments or postings that are in violation of this policy. Any participant of the City's social media sites who violates this policy may be blocked from the site for a specified period of time. The City may remove comments or materials when they are:

- Potentially libelous
- Factually inaccurate
- Politically biased
- Obscene or sexually explicit
- Hateful or mean spirited
- Personal attacks, insults, profane, name calling or threatening
- Confidential information posted without consent
- Unsolicited promotions or spam

**YOUTube (or similar web site).** Video content must first be approved by the City Administrator. This type of service may be used for job recruitment, economic development, communication, and marketing purposes.

Any other form of social media service request to promote City business, services or events must be submitted for approval by the City Administrator.

All social media-based services to be developed, designed, managed by or purchased from any third-party source must follow the City's purchasing policy. The requesting department will be responsible for all costs related to the purchase, maintenance and support of third-party products.

#### **Internal Communications.**

Department Heads as well as specific supervisory staff will meet as a group with the City Administrator every Tuesday morning to discuss on-going city projects, issues within departments as well as issues that pertain to the City.

A Strategic Planning group consisting of the City Administrator, the Mayor and key staff meet weekly as needed to discuss internal issues, projects and emerging events.

**RESOLUTION No. 71-2019**

**A RESOLUTION APPROVING AND ADOPTING  
CITY POLICY #70-2019 RELATED TO  
CITY COMMUNICATIONS.**

WHEREAS, the City needs to establish a Policy relating to the promotion of City Communications with its citizens; and

WHEREAS, the policy sets out the various methods for communicating issues, events, promotions and general information to its citizens.

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

That Policy #70-2019 is adopted by the City Council and the Mayor is authorized to sign Policy #70-2019 related to Communications.

Approved, Passed and Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF OTTUMWA, IOWA

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

ATTEST:

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

Tabled -  
Will be presented  
at next meeting  
5.7.2019

2019 CITY OF OTTUMWA  
CITY OF OTTUMWA  
Staff Summary

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

Council Meeting of: Apr 16, 2019

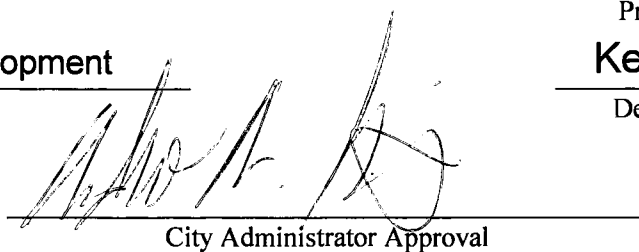
Planning & Development  
Department

Peggy Eskew

Prepared By

Kevin Flanagan

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 73-2019. A Resolution setting dates of a consultation and a public hearing on a proposed amendment No. 8 to the West Gate Economic Development Urban Renewal Plan in the City of Ottumwa, State of Iowa.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and Adopt Resolution No. 73-2019.

DISCUSSION: This resolution sets the consultation date and time as 2:00 p.m. April 25, 2019, in the Council Chambers, City Hall, 105 E. Third Street, Ottumwa, IA 52501. It also sets the public hearing on Amendment No. 8 will be at 5:30 p.m. on May 21, 2019 in the Council Chambers, City Hall, 105 E. Third Street, Ottumwa, IA 52501.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

April 16, 2019

5:30 P.M.

#### West Gate Economic Development Urban Renewal Plan

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

### IMPORTANT INFORMATION

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

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

April 16, 2019

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

Streeby, Berg, Dalbey, Roe, Stevens

Absent: None

Vacant: None

\* \* \* \* \*

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

AYES: Streeby, Berg, Dalbey, Roe, Stevens

\_\_\_\_\_

NAYS: \_\_\_\_\_

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

RESOLUTION NO. 73-2019

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

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

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

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

ORIGINAL AREA

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

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

### AMENDMENT NO. 1 AREA

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

### AMENDMENT NO. 2 AREA

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

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



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

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

#### AMENDMENT NO. 3 AREA

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

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

#### AMENDMENT NO. 4 AREA

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

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

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

AMENDMENT NO. 5 AREA

Amendment No. 5 did not add or remove land.

AMENDMENT NO. 6 AREA

Amendment No. 6 did not add or remove land.

AMENDMENT NO. 7 AREA

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

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

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

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

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

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 8 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 8 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 8 required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on the April 25, 2019, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 2:00 P.M., and the Director of Health, Inspections, Solid Waste, and Planning & Development, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed Amendment No. 8, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN  
THE CITY OF OTTUMWA, STATE OF IOWA AND ALL  
AFFECTED TAXING ENTITIES CONCERNING THE  
PROPOSED AMENDMENT NO. 8 TO THE WEST GATE  
ECONOMIC DEVELOPMENT URBAN RENEWAL PLAN FOR  
THE CITY OF OTTUMWA, STATE OF IOWA

The City of Ottumwa, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 2:00 P.M. on April 25, 2019, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa concerning a proposed Amendment No. 8 to the West Gate Economic Development Urban Renewal Plan, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Director of Health, Inspections, Solid Waste, and Planning & Development, or his delegate, as the designated representative of the City of Ottumwa, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 8 to the West Gate Economic Development Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

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

Dated this 16th day of April, 2019.

  
\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa



(End of Notice)

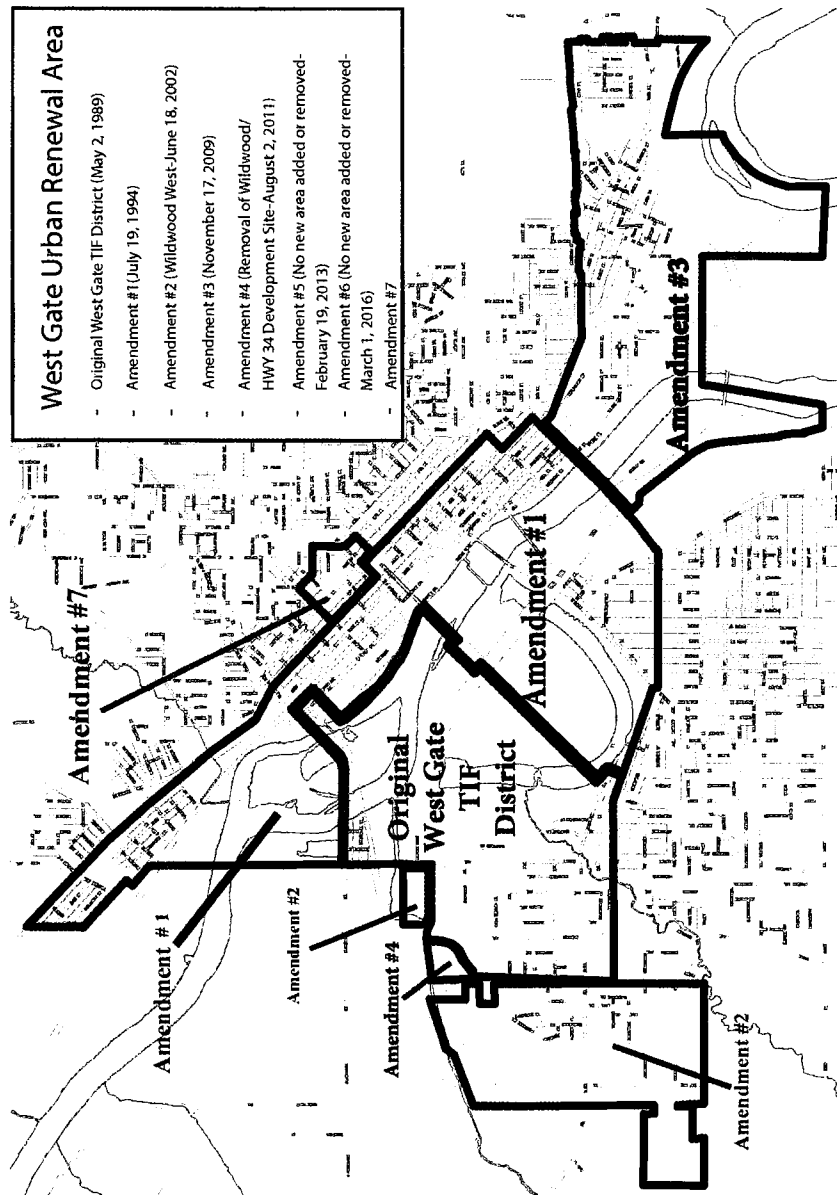
Section 3. That a public hearing shall be held on the proposed Amendment No. 8 before the City Council at its meeting which commences at 5:30 P.M. on May 21, 2019, in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa.

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

(One publication required)

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

The City Council of the City of Ottumwa, State of Iowa, will hold a public hearing before itself at its meeting which commences at 5:30 P.M. on May 21, 2019 in the Council Chambers, City Hall, 105 East 3rd Street, Ottumwa, Iowa, to consider adoption of a proposed Amendment No. 8 to the West Gate Economic Development Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Ottumwa, State of Iowa, generally depicted in the following map:



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

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

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

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

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

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

Dated this 16th day of April, 2019.

  
\_\_\_\_\_  
City Clerk, City of Ottumwa, State of Iowa

(End of Notice)




Section 5. That the proposed Amendment No. 8, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 8 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 16<sup>th</sup> day of April, 2019.

  
\_\_\_\_\_  
Mayor



ATTEST:  
  
\_\_\_\_\_  
City Clerk

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

ATTACH THE AMENDMENT  
LABELED AS EXHIBIT 1 HERE

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

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

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

**INTRODUCTION**

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

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

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

**DEVELOPMENT PLAN/ZONING**

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

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

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

**PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS**

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

## **ELIGIBLE URBAN RENEWAL PROJECTS (Amendment No. 8)**

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

### **1. Development Agreements**

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

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

**C.** *Washington Street Mixed Use Agreement.* The City expects to enter into a development agreement with a Developer to provide incentives for the development of a mixed-use development including approximately 35 housing units, commercial development, and park and river walk amenities to be completed in a multi-phase project. The City may support the project through the construction of, or the provision of

incentives towards, public infrastructure, or provide other incentives such as tax increment rebates, in order to encourage economic development on current grayfield sites and blight remediation in the area. Construction for this project is expected to be completed between 2020-2022. As part of the terms of this development agreement, developer would agree to a minimum assessed value from the completed improvements on the property. Total incentives are not expected to exceed \$4.5 million. This Amendment summary does not contain all of the terms and conditions to be included in the detailed development agreement.

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

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

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

**FINANCIAL DATA**

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

### **EFFECTIVE PERIOD**

This Amendment No. 8 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council. The use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the *Code of Iowa*. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

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

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

### **REPEALER AND SEVERABILITY CLAUSE**

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

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

01570992-1\10981-137

CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF WAPELLO )

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

WITNESS my hand and the seal of the Council hereto affixed this 16th day of April, 2019.

Chris Richard  
City Clerk, City of Ottumwa, State of Iowa





CITY OF OTTUMWA  
2019 APR 11 PM 12:06  
Staff Summary  
OTTUMWA ACTION ITEM \*\*

Council Meeting of: April 16, 2019

Alicia Bankson

Prepared By

Parks Department  
Department

Gene Rathje  
Department Head

City Administrator Approval

AGENDA TITLE: Resolution #74-2019. Awarding the contract for The Beach Phase 3 - Sound Replacement System.

\*\*\*\*\*

\*\*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 #74-2019.

DISCUSSION: This project consists of the complete removal of existing sound equipment and installation of new wiring and sound equipment for the lobby, offices, outdoor and indoor pool areas. This is the third bid procedure followed.

Bids were received and opened by the City of Ottumwa on April 10, 2019 at 2:00 p.m. Four (4) sets of plans were either sent out or downloaded from the City website and two (2) bids were received. The low bidder is Lifeline Audio Video Technologies, of Platteville, Wisconsin, in the amount of \$52,250.00.

Consultant's Opinion of Cost: \$55,000.00

Plan holders' list and bid tab are attached.

Phase 3 - Project Cost Summary to date is as follows:

- Contract A: Concrete Repairs - \$143,700.00 (In Progress)
- Contract B: Remodeling Office - \$79,893.25 (In Progress)
- Contract C: Masonry Repairs - \$36,081.00 (In Progress)
- Contract D: Electrical Repairs - \$49,400.00 (In Progress)

RFP 1X - Shade Structure Repair	\$ 8,179.62 (Complete)
RFP 2X - LED Lighting Replacement	\$ 9,954.00 (Complete)

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

REF 3X - Electronic Entrance Sign	\$ 84,545.00 (Complete)
RFP 4X - Sound Equipment Installation	\$ 52,250.00 (Award Amount)
RFP 5X - Lagoon Landscaping	\$ 13,271.00 (Complete)
RFP 6X - Otter Slide	\$ 11,650.00 (Complete)
Phase 3 RFP Contract Amounts (To Date)	\$179,849.62
Contracts A-D (To Date)	\$309,074.25
Total Phase 3 Costs (To Date)	\$488,923.87
Funding: Phase 3 \$ Available from Bond Proceeds:	\$700,000.00
Wapello County Foundation Grant	\$ 25,000.00

Source of Funds: Bond Proceeds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #74-2019

A RESOLUTION AWARDING THE CONTRACT FOR  
THE BEACH PHASE 3 - SOUND REPLACEMENT SYSTEM

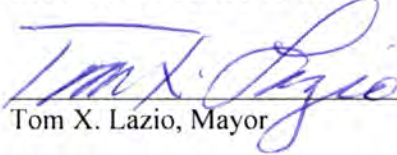
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder Lifeline Audio Visual Technologies of Platteville, Wisconsin in the amount of \$52,250.00.

APPROVED, PASSED, AND ADOPTED, this 16<sup>th</sup> day of April, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

**Beach Ottumwa Phase 3 – Sound Replacement System  
Bid Tabulation  
April 10, 2019 2:00 PM**

Company Name	10% Bid Bond	Add. #1	Bid Amount
Lifeline Audio Video Technologies	X	X	\$52,250.00
Communication Innovators	X	X	\$119,018.00
Cost Opinion			\$55,000.00

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE PROPOSALS RECEIVED April 10, 2019 AT 2:00 PM. Dwight L. Dohlman, P.E.



CITY OF OTTUMWA

2019 APR 11 PM 12:06  
Staff Summary

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

Council Meeting of: April 16, 2019

Alicia Bankson

Prepared By

Engineering Department

Department

*Larry Seals*

Department Head

*[Signature]*

City Administrator Approval

AGENDA TITLE: Resolution #75-2019. Awarding the contract for the East Alta Vista Reconstruction Project.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution #75-2019.

DISCUSSION: The project will consist of full depth full width PCC reconstruction of Alta Vista from the 65' outside of the City Limits south westerly a distance of 1190 LF. The existing HMA pavement width varies from 22.5' to 24'. The new design will adjust the vertical profile for line of sight and widen the pavement to 26'. A new water main installation is part of the project and will be reimbursed by OWW.

Bids were received and opened by the City of Ottumwa on April 10, 2019, at 2:00 p.m. Eleven (11) sets of plans were either sent out or downloaded from the City website and three (3) bids were received. The low bidder is Drish Construction, Inc. of Fairfield, Iowa in the amount of \$623,152.10.

Bid Amount: \$623,152.10

Funding:	City of Ottumwa	Ottumwa Water	Wapello County	Engineers Est.
CIP Bonds	\$461,431	\$206,007	\$ 29,927	\$726,741
Balance from LOST				

Engineers estimate: \$726,741

Source of Funds: CIP & RU

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #75-2019

A RESOLUTION AWARDING THE CONTRACT FOR THE  
EAST ALTA VISTA RECONSTRUCTION PROJECT

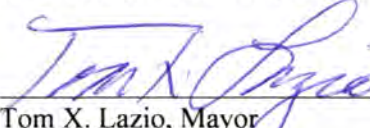
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Drish Construction, Inc. of Fairfield, Iowa in the amount of \$623,152.10.

APPROVED, PASSED, AND ADOPTED, this 16<sup>th</sup> day of April, 2019.

CITY OF OTTUMWA, IOWA

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

ATTEST:

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



EAST ALTA VISTA  
4/10/2019

ITEM	DESCRIPTION	UNIT	QTY	Engineer's Estimate		Drish Construction		Absolute Concrete		Cornerstone Excavating	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	CLEARING AND GRUBBING	ACRE	0.75	\$ 30,000.00	\$22,500.00	\$ 5,050.00	\$3,787.50	\$ 5,050.00	\$3,787.50	\$ 20,000.00	\$15,000.00
2	TOPSOIL, STRIP SALVAGE, SPREAD	CY	820	\$ 20.00	\$16,400.00	\$ 19.60	\$16,072.00	\$ 19.60	\$16,072.00	\$ 20.00	\$16,400.00
3	EXCAVATION CLASS 10, ROADWAY AND BORROW	CY	2488	\$ 15.00	\$37,320.00	\$ 7.70	\$19,157.60	\$ 7.70	\$19,157.60	\$ 12.95	\$32,219.60
4	EXCAVATION CLASS 10, UNSUITABLE OR UNSTABLE MATERIAL	CY	100	\$ 40.00	\$4,000.00	\$ 53.45	\$5,345.00	\$ 53.45	\$5,345.00	\$ 25.00	\$2,500.00
5	SUBGRADE PREPARATION	SY	4200	\$ 2.50	\$10,500.00	\$ 2.00	\$8,400.00	\$ 2.00	\$8,400.00	\$ 1.50	\$6,300.00
6	6" MODIFIED SUBBASE	SY	4200	\$ 7.00	\$29,400.00	\$ 6.50	\$27,300.00	\$ 6.50	\$27,300.00	\$ 6.25	\$26,250.00
7	CULVERT REMOVAL	LF	183	\$ 20.00	\$3,660.00	\$ 12.35	\$2,260.05	\$ 12.35	\$2,260.05	\$ 10.00	\$1,830.00
8	TRENCH COMPACTION TESTING	LS	1	\$ 5,000.00	\$5,000.00	\$ 8,250.00	\$8,250.00	\$ 8,250.00	\$8,250.00	\$ 9,000.00	\$9,000.00
9	SEWER SERVICE, SANITARY, 6" DIA	LF	50	\$ 75.00	\$3,750.00	\$ 31.00	\$1,550.00	\$ 31.00	\$1,550.00	\$ 51.00	\$2,550.00
10	STORM SEWER GRAVITY MAIN, TRENCHED RCP, CLASS III, 15"	LF	152	\$ 55.00	\$8,360.00	\$ 64.00	\$9,728.00	\$ 64.00	\$9,728.00	\$ 40.25	\$6,118.00
11	PIPE CULVERT, 18" CMP	LF	50	\$ 40.00	\$2,000.00	\$ 47.00	\$2,350.00	\$ 47.00	\$2,350.00	\$ 26.50	\$1,325.00
12	PIPE CULVERT, 24" CMP (20' straight and one 15 degree elbow)	LF	22	\$ 75.00	\$1,650.00	\$ 89.00	\$1,958.00	\$ 89.00	\$1,958.00	\$ 47.50	\$1,045.00
13	CICULAR RCP APRON, 15" DIAMETER	EA	3	\$ 750.00	\$2,250.00	\$ 870.00	\$2,610.00	\$ 870.00	\$2,610.00	\$ 1,605.00	\$4,815.00
14	CICULAR CMP APRON, 24" DIAMETER	EA	1	\$ 750.00	\$750.00	\$ 600.00	\$600.00	\$ 600.00	\$600.00	\$ 405.00	\$405.00
15	RCP APRON FOOTING, 15" DIAMETER PIPE	EA	2	\$ 500.00	\$1,000.00	\$ 865.00	\$1,730.00	\$ 865.00	\$1,730.00	\$ 500.00	\$1,000.00
16	SUBDRAIN, STD, PERFORATED, 4"	LF	1607	\$ 7.00	\$11,249.00	\$ 7.75	\$12,454.25	\$ 7.75	\$12,454.25	\$ 8.25	\$13,257.75
17	SUBDRAIN, OUTLETS (5 STRUCTURE, 1 DITCH)	EA	6	\$ 175.00	\$1,050.00	\$ 150.00	\$900.00	\$ 150.00	\$900.00	\$ 200.00	\$1,200.00
18	SANITARY SEWER SPOT REPAIR, BY PIPE REPLACEMENT	LF	10	\$ 100.00	\$1,000.00	\$ 83.50	\$835.00	\$ 83.50	\$835.00	\$ 162.50	\$1,625.00
19	WATERMAIN, TRENCHED PVC, 6"	LF	90	\$ 36.75	\$3,307.50	\$ 54.50	\$4,905.00	\$ 54.50	\$4,905.00	\$ 44.00	\$3,960.00
20	WATERMAIN, TRENCHED PVC, 12"	LF	1280	\$ 94.50	\$120,960.00	\$ 50.35	\$64,448.00	\$ 49.00	\$62,720.00	\$ 40.00	\$51,200.00
21	FITTINGS BY WEIGHT, D.I.	LB	1350	\$ 6.00	\$8,100.00	\$ 2.00	\$2,700.00	\$ 1.35	\$1,822.50	\$ 4.00	\$5,400.00
22	WATER SERVICE STUB, COPPER, 3/4 IN.	EA	6	\$ 1,000.00	\$6,000.00	\$ 2,005.00	\$12,030.00	\$ 2,005.00	\$12,030.00	\$ 975.00	\$9,850.00
23	WATER SERVICE STUB, COPPER, 1 IN.	EA	1	\$ 1,500.00	\$1,500.00	\$ 2,920.00	\$2,920.00	\$ 2,920.00	\$2,920.00	\$ 1,150.00	\$1,150.00
24	VALVE, GATE, DIP 6"	EA	1	\$ 1,250.00	\$1,250.00	\$ 1,175.00	\$1,175.00	\$ 1,175.00	\$1,175.00	\$ 950.00	\$950.00
25	VALVE, GATE, DIP 12"	EA	5	\$ 2,500.00	\$12,500.00	\$ 2,785.00	\$13,925.00	\$ 2,785.00	\$13,925.00	\$ 2,400.00	\$12,000.00
26	AIR RELEASE VALVE, 12"	EA	1	\$ 5,000.00	\$5,000.00	\$ 1,300.00	\$1,300.00	\$ 1,300.00	\$1,300.00	\$ 1,100.00	\$1,100.00
27	TAPPING VALVE INSTALL	LS	1	\$ 3,000.00	\$3,000.00	\$ 585.00	\$585.00	\$ 585.00	\$585.00	\$ 3,000.00	\$3,000.00
28	FIRE HYDRANT ASSEMBLY, WM-201	EA	4	\$ 4,000.00	\$16,000.00	\$ 4,780.00	\$19,120.00	\$ 4,780.00	\$19,120.00	\$ 4,000.00	\$16,000.00
29	INTAKE, SW-501	EA	6	\$ 3,200.00	\$19,200.00	\$ 3,200.00	\$19,200.00	\$ 3,200.00	\$19,200.00	\$ 3,600.00	\$21,600.00
30	MANHOLE ADJUSTMENT, MAJOR	EA	1	\$ 2,000.00	\$2,000.00	\$ 1,860.00	\$1,860.00	\$ 1,860.00	\$1,860.00	\$ 5,000.00	\$5,000.00
31	PCC PAVEMENT, 8"	SY	3615	\$ 55.00	\$198,825.00	\$ 64.50	\$233,167.50	\$ 65.00	\$234,975.00	\$ 67.50	\$244,012.50
32	PAVEMENT WIDENING, 4' WIDE, 8" THICK	SY	25	\$ 70.00	\$1,750.00	\$ 70.00	\$1,750.00	\$ 70.00	\$1,750.00	\$ 75.00	\$1,875.00
33	REMOVAL OF PAVED DRIVEWAY	SY	440	\$ 9.00	\$3,960.00	\$ 5.30	\$2,332.00	\$ 5.30	\$2,332.00	\$ 12.50	\$5,500.00
34	DRIVEWAY, PCC, 6 IN.	SY	462	\$ 55.00	\$25,410.00	\$ 58.50	\$27,027.00	\$ 58.50	\$27,027.00	\$ 61.50	\$28,413.00
35	DRIVEWAY, CLASS A CRUSHED STONE	TN	50	\$ 20.00	\$1,000.00	\$ 23.40	\$1,170.00	\$ 23.40	\$1,170.00	\$ 18.50	\$925.00
36	TEMPORARY DRIVE (10' wide, 4" rock over geotextile) inclids removal	SY	900	\$ 16.20	\$14,580.00	\$ 11.00	\$9,900.00	\$ 11.00	\$9,900.00	\$ 14.00	\$12,600.00
37	REMOVAL OF PAVEMENT	SY	3225	\$ 6.00	\$19,350.00	\$ 5.30	\$17,092.50	\$ 5.30	\$17,092.50	\$ 7.85	\$25,316.25
38	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 15,000.00	\$15,000.00	\$ 8,750.00	\$8,750.00	\$ 8,750.00	\$8,750.00	\$ 10,000.00	\$10,000.00
39	SEEDING, FERTILIZING, AND MULCHING (URBAN)	ACRE	1.2	\$ 5,000.00	\$6,000.00	\$ 6,600.00	\$7,920.00	\$ 6,600.00	\$7,920.00	\$ 10,750.00	\$12,900.00
40	RIP RAP - EROSION STONE	TN	26	\$ 35.00	\$910.00	\$ 51.45	\$1,337.70	\$ 51.45	\$1,337.70	\$ 29.50	\$767.00
41	EROSION CONTROL, SILT FENCE & FILTER SOCK	LF	1000	\$ 7.00	\$7,000.00	\$ 3.00	\$3,000.00	\$ 2.50	\$2,500.00	\$ 6.00	\$6,000.00
42	EROSION CONTROL, SILT FENCE & FILTER SOCK (REMOVAL)	LF	1000	\$ 1.00	\$1,000.00	\$ 1.00	\$1,000.00	\$ 1.00	\$1,000.00	\$ 2.50	\$2,500.00
43	CONSTRUCTION SURVEY	LS	1	\$ 10,000.00	\$10,000.00	\$ 4,500.00	\$4,500.00	\$ 4,500.00	\$4,500.00	\$ 9,500.00	\$9,500.00
44	MOBILIZATION	LS	1	\$ 50,000.00	\$50,000.00	\$ 25,500.00	\$25,500.00	\$ 48,000.00	\$48,000.00	\$ 35,000.00	\$35,000.00
45	MAINTENANCE OF POSTAL SERVICE	LS	1	\$ 2,000.00	\$2,000.00	\$ 4,000.00	\$4,000.00	\$ 4,000.00	\$4,000.00	\$ 2,500.00	\$2,500.00
46	MAINTENANCE OF SOLID WASTE COLLECTION (CITY)	LS	1	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 2,000.00	\$2,000.00	\$ 1,000.00	\$1,000.00
47	CONCRETE WASHOUT	LS	1	\$ 2,500.00	\$2,500.00	\$ 3,250.00	\$3,250.00	\$ 2,500.00	\$2,500.00	\$ 500.00	\$500.00

TOTAL		\$720,741.50	\$623,152.10	\$657,556.10	\$668,358.10
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I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M., ON 4-10-2019 BY: Phillip Burgmeier *Phil Burgmeier*

Denotes Math Error



**PLAN HOLDERS LIST**

**East Alta Vista Reconstruction Project  
Ottumwa, Iowa 52501**

Engineer's Estimate: \$726,741.00

**Bids Received:**

**Plan Deposit: \$40.00 (\$40.00 refundable)**

Set No	Name & Address of Plan Holder	Phone/Fax	Plans Obtained	Deposit Received	Plans Returned Refund Mailed	Addendum No. 1
1	<b>Drish Construction</b> 1701 S. Main St Fairfield, IA 52556 <a href="mailto:dayle.drish@gmail.com">dayle.drish@gmail.com</a> ; <a href="mailto:drish.trevorb@gmail.com">drish.trevorb@gmail.com</a> ; <a href="mailto:drish.mirandao@gmail.com">drish.mirandao@gmail.com</a>	641-472-9506	Picked Up 3/26/2019	3/26/2019		Email 4/8/19
2	<b>ConstructConnect Stinson</b> 3825 Edwards Rd. Ste. 800 Cincinnati, OH 45209 <a href="mailto:content@constructconnect.com">content@constructconnect.com</a>	800-364-2059	City Website 3/21/2019			Email 4/8/19
3	<b>Cornerstone Excavating, Inc.</b> 1320 W Main St PO Box 928 Washington IA 52353 <a href="mailto:office@cstoneinc.com">office@cstoneinc.com</a>	319-653-3957	City Website 3/22/2019			Email 4/8/19
4	<b>Iowa Concrete Paving Association</b> 360 SE Delaware Ave Ankeny, IA 50021 <a href="mailto:rbangs@concretestate.org">rbangs@concretestate.org</a>	515-963-0606	City Website 3/25/2019			Email 4/8/19
5	<b>MJ Daly Construction Co. Inc.</b> 1916 Mt. Pleasant St. Burlington, IA 52601 <a href="mailto:dalyconst@aol.com">dalyconst@aol.com</a>	319-754-8119	City Website 3/26/2019			Email 4/8/19
6	<b>Jones Contracting Corp</b> PO Box 156 West Point, IA 52656 <a href="mailto:pjones@jonescontractingcorp.com">pjones@jonescontractingcorp.com</a>	319-837-8129	City Website 3/26/2019			Email 4/8/19
7	<b>North America Procurement Council Inc PBC</b> PO Box 40445 Grand Junction CO 81504 <a href="mailto:lyra@napc.me">lyra@napc.me</a>	302-450-1923	City Website 3/26/2019			Email 4/8/19
8	<b>Iowa Civil Contracting Inc</b> 1106 3rd St PO Box Q Victor, IA 52347 <a href="mailto:bryans@iowacivil.com">bryans@iowacivil.com</a>	319-647-3561	City Website 3/28/2019			Email 4/8/19
9	<b>Absolute Concrete</b> 505 1st Ave, PO Box 148 Slater, IA 50244 <a href="mailto:droberts@absoluteconcreteiowa.com">droberts@absoluteconcreteiowa.com</a>	515-228-3030	City Website 4/1/2019			Email 4/8/19
10	<b>Norris Asphalt Paving Co.</b> 14242 Terminal Ave. PO Box 695 Ottumwa, IA 52501 <a href="mailto:stevel@norrisasphalt.com">stevel@norrisasphalt.com</a>	641-682-3427	City Website 4/3/2019			Email 4/8/19
11	<b>Blommers Construction</b> 1117-22nd Ave Pella, IA 50219 (no email given)	641-780-4174 Fax: 641-628-4068	Picked Up 4/5/2019	4/5/2019		Faxed 4/8/19
	<b>Master Builders</b> 221 Park Street Des Moines, IA 50309 <a href="mailto:CAdams@mbionline.com">CAdams@mbionline.com</a>	800-362-2578 515-288-8718				Email 4/8/19

CITY OF OTTUMWA  
2019 APR 11 PM 12:06  
Staff Summary  
CITY OF OTTUMWA  
\*\* ACTION ITEM \*\*

Council Meeting of: April 16, 2019

<p>Engineering Department Department</p>	 <hr/> <p>City Administrator Approval</p>	<p>Larry Seals Prepared By</p>  <hr/> <p>Department Head</p>
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AGENDA TITLE: Resolution #77-2019. Approving the Consultant Contract for Engineering Services between JEO Consulting Group and the City of Ottumwa for the Milner Street Reconstruction Project.

\*\*\*\*\*

RECOMMENDATION: Pass and adopt Resolution #77-2019.

DISCUSSION: A Surface Transportation Program (STP) Application was approved for full-depth, full-width reconstruction of Milner Street from Mary to Burrhus. This project includes replacement of ADA sidewalks at intersections as required, storm and sanitary sewer improvements, and water main replacement. JEO's scope of work will include surveying, design, project staging, preparation of preliminary, check, and final plans, all required permitting, and preparation of bid documents. Design will include designing alignment corridor for future multi use trail. Currently a TAP grant is under review.

This is a \$196,000 lump sum contract. Funding for this contract will be from the ESRP funds.

**Budgeted**

Funding Sources-Entire Project	Funding Amount
STBG/SWAP	\$ 1,629,508
ESRP	\$ 407,377
Preliminary Estimated Construction Cost	\$ 2,036,885
Preliminary Engineering Funding ESRP	\$ 196,000

Source of Funds: STBG/SWAP, ESRP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #77-2019

A RESOLUTION APPROVING THE CONSULTANT CONTRACT FOR ENGINEERING SERVICES BETWEEN JEO CONSULTING GROUP AND THE CITY OF OTTUMWA FOR THE MILNER STREET RECONSTRUCTION PROJECT

WHEREAS, A Surface Transportation Program (STP) Application was approved for full-depth, full-width reconstruction of Milner Street from Mary to Burrhus; and,

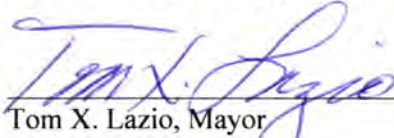
WHEREAS, JEO Consulting Group's scope of work will include surveying, design, project staging, preparation of preliminary, check and final plans, all required permitting, and preparation of bid documents; and,

WHEREAS, Total lump sum contract amount is \$196,000.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Consultant Contract for Engineering Services between JEO Consulting Group and the City of Ottumwa for the Milner Street Reconstruction Project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 16<sup>th</sup> day of May, 2019.

CITY OF OTTUMWA, IOWA

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

ATTEST:

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



Contract No. [XXXXXX]  
Owner Project No. [XXXXXX]  
Iowa DOT Project No. STP-U-5825(643)--70-90

**Standard Consultant Contract**  
**For Local Public Agency Consultant Contracts with Federal-aid Participation**

This **AGREEMENT**, made as of the date of the last party's signature below, is by and

**BETWEEN** City of Ottumwa, the **Owner**, located at:

105 E Third Street  
Ottumwa, IA 50021  
Phone: (641) 683-0680  
FAX: (641) 683-0692

and JEO Consulting Group Inc, the **Consultant**, located at:

1615 SW Main St, Suite 205  
Ankeny, IA 50023  
Phone: (515) 964-5310  
FAX: (515) 337-2533

For the following Project: Milner St Reconstruction Project

The **Owner** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The **Owner** desires to employ the **Consultant** to provide preliminary and construction engineering services to assist with the development and completion of the Project. The **Consultant** is willing to perform these services in accordance with the terms of this Agreement.

## TABLE OF CONTENTS

### Article Number And Description

- 1 Initial Information**
  - 1.1 Project Parameters
  - 1.2 Financial Parameters
  - 1.3 Project Team
  - 1.4 Time Parameters
  - 1.5 Prequalification
  
- 2 Entire Agreement, Required Guidance and Applicable Law**
  - 2.1 Entire Agreement of the Parties
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- 3 Form of Compensation**
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  - 4.3 Consultant's Endorsement on Plans
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  - 4.13 Right to Set-off
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  - 4.15 Access to Records
  - 4.16 Iowa DOT and FHWA Participation
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  - 4.18 Compliance with Title 49, Code of Federal Regulations, Part 26
  - 4.19 Severability

Attachment A - Scope of Services

Attachment B - Specifications

Attachment C - Fees and Payments

Attachment C-1 – Cost Analysis Worksheet

Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Attachment E - Certification of Consultant

Attachment F - Certification of Owner

Attachment G - Sample Invoice Form

**ARTICLE 1 INITIAL INFORMATION**

This Agreement is based on the following information and assumptions.

**1.1 Project Parameters**

The objective or use is: Prepare construction plans and provide construction services for the complete reconstruction of Milner St between Burhus St and Mary St. Construction activities shall include the replacement of storm sewer, sanitary sewer, paving, and sidewalks.

**1.2 Financial Parameters**

**1.2.1** Amount of the **Owner's** budget for the **Consultant's** compensation is:  
\$196,000

**1.2.2** Amount of the **Consultant's** budget for the subconsultants' compensation is:  
\$0

**1.3 Project Team**

**1.3.1** The **Owner's** Designated Representative, identified as the **Contract Administrator** is:  
Larry Seals, Director of Public Works

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

**1.3.2** The **Consultant's** Designated Representative is:  
Daniel Sturm, Project Manager

**1.3.3** The subconsultants retained at the **Consultant's** expense are identified in the following table:

<u>Subconsultant</u>	<u>Amount Authorized</u>	<u>Maximum Amount Payable</u>	<u>Method of Payment</u>
N/A	N/A	N/A	N/A

**1.4 Time Parameters**

**1.4.1** The **Consultant** shall begin work under this Agreement upon receipt of a written notice to proceed from the **Owner**.

**1.4.2** Milestones for completion of the work under this Agreement as follows:

1. Check plan design plans including type/size/location for all structures (preliminary design) and detail elements for a design public hearing and construction right-of-way needs shall be completed and accepted on or before September 10, 2019.
2. Final design, contract plans and specifications and estimates shall be completed and in a form acceptable to the **Owner** on or before October 22, 2019.
3. Completion of all work under this agreement shall be on or before March 21, 2020 unless extended by written approval of the **Contract Administrator** or adjusted by supplemental agreement.

**1.4.3** The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

## 1.5 Prequalification

1.5.1 The **Consultant** shall remain prequalified in work category Highway Design – Major Facility - Urban, as defined in Iowa Department of Transportation Policy and Procedure No. 300.04. Failure to do so will exclude the **Consultant** from consideration for future Federal-aid contracts, until the **Consultant** regains pre-qualification status.

1.5.2 All services within this agreement shall be performed by the **Consultant** or subconsultant prequalified by the Iowa DOT in that particular category of work. If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

## ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE AND APPLICABLE LAW

2.1 **Entire Agreement of the Parties.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** 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 **Owner** and **Consultant**. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.

2.2 **Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.

2.3 **Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the Wapello County District Court of Iowa, Ottumwa, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the **Owner**. The **Consultant** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

## ARTICLE 3 FORM OF COMPENSATION

### 3.1 Method of Reimbursement for the Consultant.

3.1.1 Compensation for the **Consultant** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

- .1  Cost Plus Fixed Fee - Attachment C
- .2  Lump Sum - Attachment C
- .3  Specific Rate of Compensation - Attachment C
- .4  Unit Price - Attachment C
- .5  Fixed Overhead Rate - Attachment C

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the **Consultant**.

3.2 **Subconsultant's Responsibilities for Reimbursement.** The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by

the prime **Consultant** or other subconsultant unless the **Contract Administrator**, Iowa DOT, and FHWA (when applicable) have given prior written approval.

## ARTICLE 4 TERMS AND CONDITIONS

### 4.1 Ownership of Engineering Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.

4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.

4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

### 4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the **Owner** and **Consultant** shall also apply to all subconsultants hired by the **Consultant** to perform work pursuant to this Agreement. It is the **Consultant's** responsibility to ensure all contracts between **Consultant** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exceptions to this requirement are under provision 1.5.2 when the subconsultant is required to be prequalified in a different work category than the **Consultant** and under provision 3.1.2 when the subconsultant has a different method of reimbursement than the **Consultant**.

4.2.2 The **Consultant** may not restrict communications between the **Owner** and any of the subconsultants. The **Consultant** will encourage open communication among the **Owner**, the **Consultant** and the subconsultants.

4.3 **Consultant's Endorsement on Plans.** The **Consultant** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 **Progress Meetings.** From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.



**4.5 Additional Documents.** At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

**4.6 Revision of Work Product**

**4.6.1** Drafts of work products shall be reviewed by the **Consultant** for quality control and then be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

**4.6.2** In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

**4.6.3** Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.7.

**4.7 Extra Work.** If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Consultant** shall promptly develop a scope and budget for the extra work and submit it to the **Contract Administrator**. The **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The **Consultant** shall not proceed with "Extra Work" without prior written approval from the **Owner** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the **Consultant's** risk. The **Owner** has the right, at its discretion, to disallow those costs. However, the **Owner** shall have benefit of the service rendered.

**4.8 Extension of Time.** The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays beyond the reasonable control of the **Consultant**.

**4.9 Responsibility For Claims And Liability**

**4.9.1** The **Consultant** agrees to defend, indemnify, and hold the **Owner**, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the **Owner** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the **Consultant** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

**4.9.2** The **Consultant** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of \$1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of **Consultant's** insurance for professional liability coverage and all such other insurance required by law will be provided to the **Owner** at the time the contract is executed and upon each insurance coverage renewal.

#### 4.10 Current and Former Agency Employees (Conflicts of Interest)

The **Consultant** shall not engage the services of any current employee of the **Owner** or the Iowa DOT unless it obtains the approval of the **Owner** or the Iowa DOT, as applicable, and it does not create a conflict of interest under the provisions of Iowa Code section 68B.2A. The **Consultant** shall not engage the services of a former employee of the **Owner** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the **Consultant** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

#### 4.11 Suspension of Work under this Agreement

**4.11.1** The right is reserved by the **Owner** to suspend the work being performed pursuant to this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with the applicable provisions in Article 4.12.2 or Article 4.12.3 below.

**4.11.2** Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.

**4.11.3** In the event the **Owner** suspends the work being performed pursuant to this Agreement the **Consultant** with approval from the **Contract Administrator**, has the option, after 180 days to terminate the contract.

#### 4.12 Termination of Agreement

**4.12.1** The right is reserved by the **Owner** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the **Consultant**.

**4.12.2** In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.

**4.12.3** In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.

**4.12.4** This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that construction can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

**4.13 Right to Set-off.** In the event that the **Consultant** owes the **Owner** any sum under the terms of this Contract, the **Owner** may set off the sum owed to the **Owner** against any sum owed by the **Owner** to the **Consultant** under any other contract or matter in the **Owner's** sole discretion, unless otherwise required by law. The **Consultant** agrees that this provision constitutes proper and timely notice of the **Owner's** intent to utilize any right of set-off.

- 4.14 Assignment or Transfer.** The **Consultant** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the **Contract Administrator** and concurrence is received from the Iowa DOT and FHWA, if applicable.
- 4.15 Access to Records.** The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the **Owner**, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.
- 4.16 Iowa DOT and FHWA Participation.** The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the **Consultant** and the **Owner**, and to participate in the review or examination of the work in progress as well as any final deliverable.
- 4.17 Nondiscrimination Requirements.**

**4.17.1** During the performance of this Agreement, the **Consultant** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa. The **Consultant** will not discriminate on the grounds of race, religion, age, physical disability, color, sex, sexual orientation, or national origin in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

**4.17.2** In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, age, physical disability, color, sex, sexual orientation, or national origin.

**4.17.3** In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, or the Agreement is otherwise suspended or terminated.

**4.17.4** The **Consultant** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

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

1. **Compliance with Regulations:** The **Consultant** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The **Consultant**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The **Consultant** shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information the **Consultant** shall so certify to the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this contract, the **Owner** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the **Consultant** under the contract until the **Consultant** complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The **Consultant** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The **Consultant** shall take such action with respect to any subcontract or procurement as the **Owner**, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the **Owner** or the Iowa Department of Transportation; and, in addition, the **Consultant** may request the United States to enter into such litigation to protect the interests of the United States.

#### 4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The **Consultant** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 The **Consultant** shall pay its subconsultants for satisfactory performance of their work no later than 30 days from receipt of each payment it receives from the **Owner** for such work. If the **Owner** holds retainage from the **Consultant**, the **Consultant** may also withhold retainage from its subconsultant(s). If retainage is withheld from a subconsultant, full payment of such retainage shall be made within 30 days after the subconsultant's work is satisfactorily completed.

4.18.3 Upon notification to the **Consultant** of its failure to carry out the requirements of this Article, the **Owner**, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the **Owner** or such remedy as the **Owner**, Iowa DOT or the FHWA deems appropriate, which may include, but is not limited to:

1. withholding monthly progress payments;
2. assessing sanctions;
3. liquidated damages; and / or
4. removal of the **Consultant's** prequalification status.

**4.19 Severability.** If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

**JEO Consulting Group, Inc.**

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

Daniel Sturm, P.E.  
Project Manager

ATTEST:

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

**City of Ottumwa**

By Tom X. Lazio Date: 4-17-2019

Tom Lazio  
Mayor

**IOWA DEPARTMENT OF TRANSPORTATION**  
Accepted for FHWA Authorization\*

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

Name \_\_\_\_\_

Title \_\_\_\_\_

\* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

**ATTACHMENT A  
Scope of Services**

**Preliminary Plans**

1. Kickoff meeting
2. Topo survey and drafting
3. Utility coordination/research
4. Monthly progress meetings
5. Determine horizontal and vertical alignment
6. Drainage basin analysis
7. Storm sewer design
8. Sanitary sewer design
9. Watermain design
10. Preliminary ADA/Sidewalk design
11. Paving design
12. Internal QAQC
13. NEPA approval (Assumed Categorical Exclusion)
14. City design review meetings

**Check Plans**

1. Address IDOT and City review comments
2. Grading
3. X-sections
4. Storm sewer design
5. Sanitary sewer design
6. Watermain design
7. ADA/Sidewalk design
8. Paving
9. SWPPP
10. Permitting-IDNR Sanitary and Water, IDOT, NPDES
11. Detour staging plan
12. Internal QAQC
13. Prepare project cost estimate
14. City design review meeting
15. Prepare public meeting exhibits
16. Utility coordination meeting
17. Public meeting/Businesses meetings

**Final Plans**

1. Address IDOT and City review comments
2. Final internal QAQC
3. Prepare revised project cost estimate
4. Submit PDC (Project Development Certification)

**Bidding**

1. Respond to contractor questions during the bidding process
2. Analyze submitted bids

**Construction Engineering Service**

1. Conduct preconstruction conference
2. Review/approve shop drawing submittals
3. Prepare necessary plan revisions
4. Review of work/unforeseen conditions
5. On call design questions

It is understood by the **Owner** and the **Consultant** that the level and frequency of Progress Reporting shall be mutually established for each project, taking into account the complexity and duration of the work to be performed. For this specific project it is agreed that progress reporting will be provided on a monthly basis.

It is understood by the **Owner** and the **Consultant** that the task detail associated with the 85% budget notification shall be mutually established for each project in relation to the complexity and duration of the work to be performed. For this specific project it is agreed that all work contemplated in the agreement will be considered as one task(s). It is further agreed that the 85% budget notification requirements will be waived for this Agreement based on the volume of work assigned, duration, complexity, and rate of progress anticipated on the project.

The **Consultant** will monitor and review updates to the Iowa DOT's Instructional Memorandums (I.M.s), Road Design Manual, Standard Road Plans, Road Design Details. Updates requiring no additional effort on the part of the **Consultant** will be incorporated into the work by the **Consultant**. If the **Consultant** is of the opinion additional effort will be required, the **Consultant** will so notify the **Contract Administrator**, in accordance with Paragraph 4.7. The **Contract Administrator** will provide written approval or disapproval for the **Consultant** to incorporate said update into the work and indicate how payment for such work will be addressed.

**ATTACHMENT B**  
**Specifications**

**Standard Specifications for Highway and Bridge Construction-Series 2019**



**ATTACHMENT C (referenced from 3.1)  
Lump Sum**

**3.1.1 FEES AND PAYMENTS**

**3.1.1.1 Fees.** For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees on a lump sum basis and payment of this amount shall be considered as full and complete compensation for all work, materials and services furnished under the terms of this Agreement. The lump sum amount shall be \$ 196,000. The estimated staff hours and fees are shown in Attachment C-1

The lump sum amount will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the lump sum amount will be by Supplemental Agreement.

**3.1.1.2 Reimbursable Costs.** Reimbursement of costs is limited to those that are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required.

**3.1.1.3 Premium Overtime Pay.** Not applicable.

**3.1.1.4 Payments.** Monthly payments for work completed shall be based on the percentage of work completed and substantiated by monthly progress reports. The **Contract Administrator** will check such progress reports and payment will be made for the proportional amount of the lump sum fee. The **Owner** shall retain from each monthly payment for construction inspection or construction administration services 0% of the amount due.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the **Contract Administrator**.

Upon completion, delivery, and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement for the balance of the lump sum fee. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

Hourly Fee Breakdown Ottumwa Milner St Improvements JEO Project Number: 150341 Ottumwa, Iowa 3/18/2019	Dept.	Project Fees	Project Hours	Transportation Department							Survey	
				Daniel Sturm Project Manager	Justin Vogel Public Involvement	Cody Forch QA/QC	Colton Hoffman Lead Design Engineer	Jordan Babler Project Engineer	Jeremy Cswerko Design Technician	Becky Tjaden Admin	Ryan O'Toole Drafter	Field Crew
<b>Complete Project</b>				\$ 190.00	\$ 190.00	\$ 170.00	\$ 115.00	\$ 115.00	\$ 150.00	\$ 85.00	\$ 100.00	\$ 200.00
<b>Task 1: Meetings/Coordination</b>		\$ 196,000.00	1,268	324	16	23	276	402	167	22	38	94
1.1 Project kick-off meeting.	Trans	\$ 43,015.00	271	158	0	0	84	29	0	0	0	0
1.2 Utility Coordination/research	Trans			8			4	4				
1.3 Monthly progress Meetings.	Trans			20								
1.4 Public Meetings	Trans			40			40					
1.5 Provide oversight to ensure scope of services and schedule are met.	Trans			40			40	25				
1.6 Review billed hours by project team and prepare invoice statements	Trans			22								
1.7 Coordinate with applicable local, state, and federal agencies including permitting (NPDES, IDNR Sanitary, IDNR Watermain)	Trans			8								
1.7 Coordinate with applicable local, state, and federal agencies including permitting (NPDES, IDNR Sanitary, IDNR Watermain)	Trans			20								
<b>Task 2: (Survey)</b>		\$ 25,040.00	54	8	0	0	0	8	0	0	38	94
2.1 Survey Drafting	Sur			2							38	
2.2 ROW and Boundary	Sur			4				8				10
2.3 Field TOPO	Sur			2								84
<b>Task 3: Preliminary Design</b>		\$ 49,380.00	372	55	4	8	94	154	53	4	0	0
3.1 Complete preliminary plans	Trans			10	4	8						
3.2 Horizontal and Vertical Alignment	Trans			6			30	30	10			
3.3 Storm Sewer Design	Trans			6			20	50	16			
3.4 Drainage Basin Analysis	Trans			5			4	18	4			
3.5 Sanitary Sewer Design	Trans			6			10	18	8			
3.6 Watermain Design	Trans			6			10	18	3			
3.7 ADA/Sidewalk Design	Trans			16			20	20	12			
<b>Task 4: Check Plan Design</b>		\$ 36,965.00	281	30	4	8	46	127	56	10	0	0
4.1 Complete check plans and specifications	Trans			4	4	8						
4.2 Horizontal and Vertical Alignment	Trans			2			2	10	4			
4.3 Storm Sewer Design	Trans			2			10	25	16			
4.4 Sanitary Sewer Design	Trans			2			4	8				
4.5 Watermain Design	Trans			2			2	16	4			
4.6 ADA/Sidewalk Design	Trans			2			4	20	12			
4.7 Intersection details and jointing	Trans			2			10	20				
4.8 Quantities and Tabulations	Trans			2			10	20				
4.9 Cross Sections	Trans			2			4	4				
4.10 Supplemental Specifications	Trans			8					20			
4.11 Prepare cost estimates	Trans			2				4				

Hourly Fee Breakdown Ottumwa Milner St Improvements JEO Project Number: 150341 Ottumwa, Iowa 3/18/2019	Dept.	Project Fees	Project Hours	Transportation Department							Survey		
				Daniel Sturm Project Manager	Justin Vogel Public Involvement	Cody Forch QA/QC	Colton Hoffman Lead Design Engineer	Jordan Babler Project Engineer	Jeremy Cswercko Design Technician	Becky Taden Admin	Ryan O'Toole Drafter	Field Crew	
<b>Complete Project</b>		<b>\$ 196,000.00</b>	<b>1,268</b>	<b>\$ 190.00</b>	<b>\$ 190.00</b>	<b>\$ 170.00</b>	<b>\$ 115.00</b>	<b>\$ 115.00</b>	<b>\$ 115.00</b>	<b>\$ 150.00</b>	<b>\$ 85.00</b>	<b>\$ 100.00</b>	<b>\$ 200.00</b>
Task 5: Final Design - Final Plans		<b>\$ 24,340.00</b>	<b>176</b>	<b>21</b>	<b>4</b>	<b>7</b>	<b>18</b>	<b>66</b>	<b>402</b>	<b>167</b>	<b>22</b>	<b>38</b>	<b>94</b>
5.1 Prepare final plans and bid documents	Trans			2	4	7				56	4	0	0
5.2 Finalize Storm Sewer Design	Trans			2			4		8		4		
5.3 Finalize Sanitary Sewer Design	Trans			2			2		4				
5.4 Finalize ADA/Sidewalk Design	Trans			2			2		8				
5.5 Finalize Intersection details and jointing	Trans			2			4		12				
5.6 Finalize Cross Sections	Trans			2			2		4				
5.7 Finalize Quantities and Tabulations	Trans			2			2		16				
5.8 Finalize special details	Trans			2			2		4				
5.9 Finalize specifications	Trans			2			2		4				
5.10 Finalize cost estimates	Trans			2			2		4				
5.11 Prepare PDC	Trans			1					2				
Task 6: Bidding Phase		<b>\$ 5,210.00</b>	<b>34</b>	<b>14</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>
6.1 Produce multiple sets of plans as needed	Trans			1						2			
6.2 Provide notice to bidders	Trans			1									
6.3 Bid Letting and recommendation of award	Trans			4		4							
6.4 Address Contractor questions during letting	Trans			8					10				
Task 7: Construction Phase		<b>\$ 12,050.00</b>	<b>80</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>34</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
7.1 Host Preconstruction Conference	Trans			8			8		8				
7.2 Review shop drawings	Trans			2			12						
7.3 Review of unforeseen conditions	Trans			8			10						
7.4 On Call design questions	Trans			20			4						

**ATTACHMENT D**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS**

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa

Polk County

I Daniel Sturm, Project Manager of the

JEO Consulting Group, Inc Company, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year)

**ATTACHMENT E**

**CERTIFICATION OF CONSULTANT**

I hereby certify that I, Daniel Sturm, am the Project Manager and duly authorized representative of the firm of JEO Consulting Group, Inc, whose address is 1615 SW Main St., Ste. 205, Ankeny, IA 50023, and that neither the above firm nor I has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT F**

**CERTIFICATION OF OWNER**

I hereby certify that I, Tom Lazio, am the Mayor and the duly authorized representative of the **Owner**, and that the above consulting firm or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

  
\_\_\_\_\_  
Signature

4-17-2019  
\_\_\_\_\_  
Date

**ATTACHMENT G**  
**Page 1**

Consultant Name  
Consultant Address  
Consultant Address

**Lump Sum Progressive Invoice**

Date

Invoice No.  
Invoice Period Covered  
Consultant Job No.

Client Project No.  
County  
Client Project Description  
Client Contract No.

Total Lump Sum Amount [Prime only]  
Percentage Completed  
Total

Less Amount Previously Billed  
[Prime only]  
Total Current Bill [Prime only]

Subconsultants  
Name  
Name  
Name

Total

Current Labor Hours  
Total Labor Hours Incurred To Date  
Total Estimated Labor Hours

Note: When submitting more than the final invoice on a lump sum project, each progressive invoice shall be identified as a "Progressive Invoice" (as in the above title).



**ATTACHMENT G**  
**Page 2**

Consultant Name  
Consultant Address  
Consultant Address

**Lump Sum Final Invoice**

Date

Invoice No.  
Invoice Period Covered  
Consultant Job No.

Client Project No.  
County  
Client Project Description  
Client Contract No.

Total Lump Sum Amount [Prime only]  
Percentage Completed  
Total

Less Amount Previously Billed  
[Prime only]

Total Current Bill [Prime only]

Subconsultants  
Name  
Name  
Name

Total

Current Labor Hours  
Total Labor Hours Incurred To Date  
Total Estimated Labor Hours

Note: When submitting a final invoice on a lump sum project, the final cumulative job cost report should be submitted with the final invoice.