## TENTATIVE AGENDA OTTUMWA CITY COUNCIL

## REGULAR MEETING NO. 1 Council Chambers, City Hall

January 8, 2019 5:30 O'Clock P.M.

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

## B. CONSENT AGENDA:

- 1. Minutes from Regular Meeting No. 39 on December 18, 2018 as presented.
- 2. Acknowledgement of November financial report and payment of bills as submitted by the Finance Department.
- 3. Approve recommendation of reappointment of Brenda Case and John Ohlinger to the Historic Preservation Board, term to expire 1/01/2022.
- 4. Approve the hiring of Brian Stevenson to the position of Engineering Aide in the Engineering Department effective January 2, 2019.
- 5. Resolution No. 1-2019, setting January 22, 2019 as the date of a public hearing on the disposition of city owned property located at 1543 Mable Street.
- 6. Resolution No. 3-2019, setting January 22, 2019 as the date of a public hearing on the disposition of city owned property located at 108 East Court Street.
- 7. Resolution No. 4-2019, Approving the contract, bond, and certificate of insurance for the Milner Pump Station Removal Project.
- Beer and/or liquor applications for: The Dog House Tavern, 714 Vine St., with outdoor service area; Tequila Grill, 112 N. Market St.; La Guadalupana, 301 Church St.; El Rancho Grande, 232 E. Main St.; Casey's General Store No. 1678, 346 Richmond; Hy-Vee Food Store No. 1, 1025 N. Quincy; Iowa Liquor & Tobacco, 1021 E. Main St.; all applications pending final inspections.

## C. APPROVAL OF AGENDA

- D. REPORTS FROM CITY OFFICERS, BOARDS, COMMISSIONS, COMMITTEES:
  - 1. Massage Therapy Business Licensing Ordinance will be presented on January 22, 2019
  - 2. MOU- Maintenance, Funding and Responsibilities Streetscape will be presented to Council on January 22, 2019
  - 3. Sharon Stroh, Economic Development Director Update
- E. IDENTIFICATION OF CITIZENS DESIRING TO COMMENT ON AGENDA ITEMS:

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

## F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Bid review and award contract for asbestos removal and demolition of 206 East Court Street.

RECOMMENDATION: Award the contract for asbestos removal of 206 East Court to Environmental Edge of Ottumwa, Iowa, for \$1,500 and demolition of 206 East Court to Tim Skinner Trucking and Excavation for \$8,896.

- G. PUBLIC HEARING:
- H. RESOLUTIONS:
- 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. \*\*\*



## FAX COVER SHEET

City of Ott	umwa				
DATE:	1/03/19	TIME:	3:45 PM	NO. OF PAGES_ (Including	3 Cover Sheet)
TO:	News Media		CO:		
FAX NO:_					
FROM:	Christina Reinha	ard			
FAX NO:	641-683-0613		PHONE NO:	641-683-0620	
MEMO: _				Meeting #01 to be he	
	. <u></u>				
WW					

Addressee	Start Time	Time	Prints	Result	Note
KISS KTVO Ottumwa Courier KBIZ/KTWA TOM FM	01-03 15:55 01-03 15:58 01-03 16:04 01-03 16:05 01-03 16:05	00:02:10 00:00:57 00:00:57	003/003 003/003 000/003 000/003 000/003	ok ok No Ans No Ans No Ans	

Note TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX, DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, FCODE:F-code, ATX:Re-TX, RLY:Relay, MSC Schrödential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax



FAX COVER SHEET

City of Ott	umwa				
DATE:	1/03/19	_ TIME:	3:45 PM	NO. OF PAGES (Including	3 Cover Sheet)
то:	News Media		CO:	·	_
FAX NO:_					
FROM:	Christina Reinhard	I			
FAX NO:	641-683-0613		PHONE NO:	641-683-0620	
			· · · · · · · · · · · · · · · · · · ·		
				· · · · · · · · · · · · · · · · · · ·	······

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Hemory Full, LOVB:Receiving length Over, POVR:Receiving Page Over, FIL:File Error, OC:Decode Error, MON:MDN Response Error, DSN:DSN Response Error, PRINT:Compulsory Nemory Document Print, DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

## OTTUMWA CITY COUNCIL MINUTES

Item No. B.-1.

REGULAR MEETING NO. 39 Council Chambers, City Hall December 18, 2018 5:30 O'Clock P.M.

The meeting convened at 5:33 P.M.

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

Dalbey moved, seconded by Roe to amend Item B-2 to reflect re-appointment of Gordon Aistrope to the Ottumwa Housing Authority Brd. effective 12/1/2018 and approve the following consent agenda items as amended: Mins. from Special Mtg. No. 36 on November 30, 2018 and Regular Mtg. No. 37 on December 4, 2018 as presented; Re-appointment of Gordon Aistrope to the Ottumwa Housing Authority Brd., term to expire 11/11/2020 and re-appointment of Carolee Kern to the Zoning Brd. of Adjustment, term to expire 12/12/2023; Civil Service Commission Eligibility Lists of December 7, 2018: Engineering Aide – Entrance, Transit Driver – Entrance; Approve the appointment of Chad Carlson to the position of Public Works Superintendent effective December 24, 2018; Approve participation in the Iowa Dept. of Transportation's paint program to purchase paint for the Traffic Maint. Dept. in the 2018-19 fiscal year, with an estimated total of \$10,791.90; Res. No. 295-2018, approve the payment of \$12,769 for the required ten percent match on the Assistance to Firefighters Grant for Self Contained Breathing Apparatus for the Fire Dept.; Beer and/or liquor applications for: Godfrey's Ale House, 2513 Northgate, with outdoor service area; African and Asian Bar, LLC, 105 & 107 N. Market St.; Red Sea Ethiopia and Eritrean Restaurant, 323 E. Main; all applications pending final inspections. All ayes.

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

Mayor Lazio introduced Andy Wartenberg, CVB Director. Items of note: Destination Advocacy Training has been successful, CVB launched a new website on 12/10/18 – greaterottumwacvb.org, new sponsorship program, continued efforts with digital marketing campaign are going well.

Mayor Lazio introduced Jody Gates, consultant, to discuss 2018 placarded house success stories. The following properties were highlighted: 576 Crestview, 1346 N. Elm, 337 N. Weller, 208 N. McLean. In 2018, the City disposed 12 houses, 13 vacant lots and 1 commercial building. Continued aggressive program to remove blighted properties.

Mayor Lazio introduced Pastor Mark Eigsti; Pastor George King of Pennsylvania Ave. Methodist Church stepped to the podium to present on his behalf. Requesting the City of Ottumwa to look at an Ordinance proposal which addresses unlicensed massage therapy businesses being a front for prostitution and human trafficking.

Mayor Lazio inquired if there was anyone from the audience who wished to address an item on the agenda. Owen McKee would like to address the Council on Item G-6.

Streeby moved, seconded by Roe to approve the new fees for the Ottumwa Park Campground. Parks & Rec. Dir. Rathje reported that the Ottumwa Parks Adv. Brd. approved raising the tent camping fee from \$10 to \$15 and the RV camping fee from \$17 to \$18, effective April 1, 2019. All ayes.

Roe moved, seconded by Berg to approve the new fees for the Jimmy Jones Shelter. Parks & Rec. Dir. Rathje reported that the Ottumwa Parks Adv. Brd. approved eliminating the \$50 fee for 6 hours or less and increasing the damage deposit from \$50 to \$100 per event, effective immediately. All ayes.

This was the time, place, and date set for a public hearing for instituting proceedings to take additional action for the issuance of not to exceed \$4,500,000 General Obligation Bonds. No objections were received. Roe moved, seconded by Streeby to close the public hearing. All ayes.

Roe moved, seconded by Streeby that Res. No. 285-2018, instituting proceedings to take additional action for the issuance of not to exceed \$4,500,000 General Obligation Bonds, be passed and adopted. Finance Dir. Jay reported these bonds will be used to finance housing demolition, streetscape, and sewer projects. All ayes.

This was the time, place, and date set for a public hearing on instituting proceedings to take additional action for the issuance of not to exceed \$1,400,000 General Obligation Urban Renewal Bonds. No objections were received. Streeby moved, seconded by Berg to close the public hearing. All ayes.

Dalbey moved, seconded by Roe that Res. No. 286-2018, instituting proceedings to take additional action for the issuance of not to exceed \$1,400,000 General Obligation Urban Renewal Bonds, be passed and adopted. Finance Dir. Jay reported these bonds will be used to finance the Airport runway project. All ayes.

This was the time, place, and date set for a public hearing on instituting proceedings to take additional action for the issuance of not to exceed \$200,000 General Obligation Bonds. No objections were received. Streeby moved, seconded by Berg to close the public hearing. All ayes.

Streeby moved, seconded by Dalbey that Res. No. 287-2018, instituting proceedings to take additional action for the issuance of not to exceed \$200,000 General Obligation Bonds, be passed and adopted. Finance Dir. Jay reported these bonds will be used to finance Bridgeview projects. All ayes.

This was the time, place and date set for a public hearing on authorizing the issuance of not to exceed \$6,160,000 General Obligation Bonds, Series 2019, and levying a tax for the payment thereof. No objections were received. Streeby moved, seconded by Dalbey to close the public hearing. All ayes.

Roe moved, seconded by Streeby that Res. No. 288-2018, authorizing the issuance of not to exceed \$6,160,000 General Obligation Bonds, Series 2019, and levying a tax for the payment thereof, be passed and adopted. Finance Dir. Jay reported these bonds will be used to finance the 2019 CIP as previously approved by Council. All ayes.

This was the time, place, and date set for a public hearing on the sale of City owned property located at 701 West Fourth Street. No objections were received. Dalbey moved, seconded by Streeby to close the public hearing. All ayes.

Streeby moved, seconded by Stevens that Res. No. 293-2018, accepting the offer and approving the sale of City owned property located at 701 West Fourth Street to Larry E. Waller for the sum of \$2,250, be passed and adopted. Two bids were received on December 11, 2018. All ayes.

This was the time, place and date set for a public hearing on the establishment of a Self-Supported Municipal Improvement District. Individuals stepped to the podium for discussion. Mr. McKee, owner of McKee Coins, discussed how the streetscape project has the street in front of his business tore up and will be for another year. This will hurt businesses in this area. And, how are the zones within SSMID calculated? His business is located in the highest zone. Do you really think it's going to bring more businesses to the downtown area if you raise the taxes?

> 2 | P a g e Regular Meeting No. 39 12/18/18

TJ Heller, CEO Greater Ottumwa Partners in Progress, responded. Implementation of this SSMID District is not meant to put extra burden on the business owners, but knows they will have a growing period during the streetscape project.

Comments were also heard from Tricia Smith (Main Street board member), Josh Gettings (Riverside Cyclery owner), Bryan Lee (Lee's Photography) and Fred Zesiger (Main Street Ottumwa Director).

Councilman Streeby requested to keep the public informed on how this SSMID District is working, how much money is generated from it and how is this District positively impacting our community.

Roe moved, seconded by Dalbey to close the public hearing. All ayes.

Roe moved, seconded by Berg that Res. No. 294-2018, approve the establishment of a Self-Supported Municipal Improvement District, be passed and adopted. An Ordinance will be prepared and presented to council at least 30 days after this public hearing and would be subject to final approval at that time. Since this district is also in an urban renewal district, an Amendment to the Tax increment Financing Agreement will need to be developed to allow for the use of these funds for this purpose. All ayes.

Dalbey moved, seconded by Streeby that Res. No. 284-2018, assessing 2018 weed mowing charges against certain lots in the City of Ottumwa, Iowa for a total, including administrative fees, of \$53,516.00, be passed and adopted. All ayes.

Roe moved, seconded by Streeby that Res. No. 289-2018, award the contract for the Milner Pump Station Removal Project to DC Concrete & Construction of Douds, Iowa in the amount of \$33,678.00, be passed and adopted. Public Works Dir. Seals reported three bids were received. All ayes.

Berg moved, seconded by Roe that Res. No. 290-2018, award the contract for the Beach Phase 3-Sound System 2018 RFP 4X – to Lifeline Audio Video Technologies of Platteville, Wisconsin in the amount of \$48,775.00, be passed and adopted. Councilman Stevens doesn't understand why when this was presented two years ago, it was around \$25,000 and now it's up to almost \$49,000. Mr. Bresch, owner of Eyes and Ears, has limped the sound system along at the Beach for years discussed why he did not bid this job. Ayes: Berg, Roe. Nays: Stevens, Streeby, Dalbey. Motion failed.

Streeby moved, seconded by Dalbey that Res. No. 291-2018, approving Change Order No. 1 and accepting the work as final and complete for the 2018 Street Crack Repair Program, be passed and adopted. Public Works Dir. Seals reported change order no. 1 increases the contract by \$534.75 for quantity adjustments, making the total contract sum \$44,904.75. All ayes.

Streeby moved, seconded by Dalbey that Res. No. 292-2018, approving Change Order No. 1 for the Wapello St. and Albia Rd. Roundabout Project (also known as the North Ferry and Albia Rd. Modern Roundabout Project), be passed and adopted. Public Works Dir. Seals reported change order no. 1 increases the contract by \$4,067.41. Ayes: Stevens, Streeby, Berg. Nays: Roe, Dalbey. Motion carried.

Roe moved, seconded by Dalbey that Res. No. 296-2018, approve Policy No. 68-2018 to establish guidelines for dealing with individuals and groups that damage parks and recreational facilities, be passed and adopted. Parks & Rec. Dir. Rathje reported this policy was developed by the Ottumwa Parks Adv. Brd. to help prevent future damage to Ottumwa's Parks. The Park Brd. approved this policy at their meeting on 12/11/18. This policy will go into effect immediately. All ayes.

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

Mayor Lazio reported we have an opening on the Historic Preservation Committee and he encourages volunteers to sign up. Reminder that the next regular scheduled City Council meeting will be held on January 8, 2019.

Roe moved, seconded by Streeby that the meeting adjourn. All ayes. Adjournment was at 6:54 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Tom X. Lazio, Mayor

Christina Reinhard, City Clerk

REPORT DATE 11/30/2018 SYSTEM DATE 12/13/2018 FILES ID O	STATEMEN	CITY OF OTTU IT OF CHANGES IN AS OF 11/30/2	CASH BALANCE	Iten	n No. 🖺	GE 12:21:53
ACCOUNT NUMBER ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALSFORFUND001GENERALOPERTOTALSFORFUND002PARKINGRAMPTOTALSFORFUND110ROADUSETAXTOTALSFORFUND112EMPLOYEEBENTOTALSFORFUND119EMERGENCYFUTOTALSFORFUND121SALESTAXTOTALSFORFUND121SALESTAX	4130791.31 25382.59 4686296.86 708510.73 1341285.83	1301936.51 792.00 378084.37 465198.81 11766.73 406253.70	1418063.30 1080.80 403590.84 444367.00 11766.73 27583.66	4014664.52 25093.79 4660790.39 729342.54 1719955.87	42257 .43 485 .99 4795 .76	4056921.95 25579.78 4665586.15 729342.54 1719955.87
TOTALS FOR FUND 124 VOGEL URBAN TOTALS FOR FUND 125 WESTGATE TIF TOTALS FOR FUND 126 AIRPORT TIF	250581.97	26079.41		276661.38		276661.38
TOTALSFORFUND127PENNSYLVANIATOTALSFORFUND128WILDWOODHWYTOTALSFORFUND129RISKMANAGEMTOTALSFORFUND131AIRPORTFUNDTOTALSFORFUND133LIBRARYFUNDTOTALSFORFUND135CEMETERYFUNDTOTALSFORFUND137HAZ-MATFUNDTOTALSFORFUND1412018UPPERTOTALSFORFUND142HOAP/HILPESTOTALSFORFUND143EPABROWNFIETOTALSFORFUND1442013CDBGHOTOTALSFORFUND144PENAFORFUND	138691.82 1143188.14 61656.85 352198.63 -6179.02 149766.83 26980.88	55520.65 103333.28 87181.68 33895.24 8464.68	32761.92 45953.43 94544.54 46069.68 10909.26	138691.82 1165946.87 119036.70 344835.77 -18353.46 147322.25 26980.88	14198.88 829.87 2799.32 7724.00 537.98	138691.82 1180145.75 119866.57 347635.09 -10629.46 147860.23 26980.88
TOTALS FOR FUND 145 DOWNTOWN REV TOTALS FOR FUND 146 DOWNTOWN STR TOTALS FOR FUND 147 CDBG P-2 MAS	-116.51 50387.68	116.51 22076.00	77488.95	-5025.27	86558.16	81532.89
TOTALS FOR FUND 148 2016 OWW CDB TOTALS FOR FUND 151 OTHER BOND P TOTALS FOR FUND 167 FIRE BEQUEST	946779.36 26097.21	2141.15	111887.58	837032.93 26097.21	1425.00	838457.93 26097.21
TOTALSFORFUND169STARTUPFUNTOTALSFORFUND171RETIREEHEALTOTALSFORFUND173LIBRARYBEQUTOTALSFORFUND174COMMUNITYDETOTALSFORFUND175POLICEBEQUETOTALSFORFUND177HISTORICPRE	786448.96 181033.39 73435.65 92228.80 1783.17	158804.88 8868.84	173260.39 15563.25 380.23	771993.45 174338.98 73435.65 91848.57 1783.17	205.02 824.55	772198.47 175163.53 73435.65 91848.57 1783.17
TOTALS FOR FUND200DEBT SERVICETOTALS FOR FUND301STREET PROJETOTALS FOR FUND303AIRPORT PROJTOTALS FOR FUND307SIDEWALK & CTOTALS FOR FUND309PARK PROJECTTOTALS FOR FUND311LEVEE PROJECTOTALS FOR FUND313EVENT CENTERTOTALS FOR FUND315SEWER CONSTR	1864939.08 1429066.73 124827.50 191719.48 410248.94 179888.81 6183.00 914274.68	201157.54 2888.00	986487.45 18322.05 943.73 46026.31 850.00 7010.28 14871.85	2066096.62 445467.28 106505.45 190775.75 364222.63 179038.81 -827.28 899402.83	64639.53 18322.05	2066096.62 510106.81 124827.50 190775.75 364222.63 179038.81 -827.28 899402.83
TOTALS FOR FUND 320 WEST END FLO TOTALS FOR FUND 501 CEMETERY MEM TOTALS FOR FUND 503 CEMETERY PER TOTALS FOR FUND 610 SEWER UTILIT TOTALS FOR FUND 611 SEWER SINKIN	3710.46 1749425.20 522332.00	234.00 502457.18 106833.00	526376.07	3710.46 234.00 1725506.31 629165.00	21355.23	3710.46 234.00 1746861.54 629165.00
TOTALS FOR FUND612STORM WATERTOTALS FOR FUND613SEWER IMPROVTOTALS FOR FUND670LANDFILL FUNTOTALS FOR FUND671LANDFILL RESTOTALS FOR FUND673RECYCLINGTOTALS FOR FUND690TRANSIT FUND	2966828.00 1401884.76 1093884.00 210992.17 997059.34	41707.00 173867.36 27785.46 71737.62	208714.58 55351.84 113141.14	3008535.00 1367037.54 1093884.00 183425.79 955655.82	15927.34 3661.39 4312.78	3008535.00 1382964.88 1093884.00 187087.18 959968.60
TOTALS FOR FUND6951015 TRANSITTOTALS FOR FUND720BRIDGEVIEW ETOTALS FOR FUND750GOLF COURSETOTALS FOR FUND810POOLED INVESTOTALS FOR FUND820PAYROLL CLEATOTALS FOR FUND840EQUIPMENT PUTOTALS FOR FUND860GROUP HEALTH	107836.16 1210.62 -31820491.72 217660.64 1096702.62 3350561.49	304357.88 1546267.80 19132.90 595784.64	1342606.29 601654.20	107836.16 1210.62 -31516133.84 421322.15 1115835.52 3344691.93	34351.15 4436.91	107836.16 1210.62 -31516133.84 455673.30 1115835.52 3349128.84
TOTALS FOR ALL LISTED FUNDS	2187975.09	6664724.82	6837627.35	2015072.56	329648.34	2344720.90

REPORT DATE 11/30/2018 SYSTEM DATE 12/13/2018 FILES ID 0

0

SUMMARY PAGE INFORMATION

ERRORS DETECTED:

END OF REPORT

CITY OF OTTUMWA VENDOR PAYMENT REPORT	Amount Reason	,	L, 323. / 8 AFLAC DEDUCTION FAIABLE 176.25 LTBRARY UNION DUES PAYABL		LEGAL FEES	774.24 SUSTENANCE SUPPLIES 45.00 LIBRARY MATJAMES ESTATE	OPERATING SUPPLIES	156.29 VHCL MTCE	194.00 VHCL MICE SUPPLIES		-	79.58 SUSTENANCE SUPPLIES	1, 814.49 HAZARDOUS WASTE DISPOSAL	-	VHCL MTCE	836.95 VHCL MTCE SUPPLIES	2,265,71 OFFICE SUPPLIES	-		981.42 PHOTOCOPIES		-		1,155.52 TOOLS & SMALL EQUIP EA DO	22.707.20 MEDICARE PREMIUMS		136,150.47 REFUSE HAULING	73.95 10 150 00 TDEE TEIMMING		2,182.95 VHCL MTCE SUPPLIES			357.37	3,600.00 330 84				4,343.54 TELEPHONE/IT 212 24 TELEPHONE/IT		-	-	46.84 SUSTENANCE SUPPLIES 139.78 BLDG MAINT & REPAIR	
VENDO	Check Check Number Date		199630 11/30/2018			199352 11/09/2018 199268 11/02/2018	11/09/2018	11/02/2018	199632 11/30/2018	199354 11/09/2018		199563 11/21/2018 199271 11/02/2018			99355	199633 11/30/2018 199475 11/16/2018				199274 11/02/2018 1996226 11/20/2018				199275 11/02/2018 1993£0 11/00/2019	11/21/2018	11/02/2018	11/16/2018	199361 11/09/2018 199529 11/20/2019	11/09/11	199481 11/16/2018				199366 11/09/2018 199367 11/09/2018				199281 11/02/2018 199570 11/21/2019				199282 11/02/2018 199642 11/30/2018	
TE 12/13/2018 TE 12/13/2018 O	# Vendor Name	T WIRE	AFLAC AFLAC			AIRGAS-NORTH CENTRAL			COOLING	С			2			LOZONE	BF BATTEV OFFICE OUTFITTERS	JANICE BAIN	BAKER & TAYLOR	BANLEACO		YCLING & FITNES		BLAKESBURG IA FIRE DEPT	~		7.1	BRIDGE VIEW CENTER	BUB'S IREE CARE BYWATER SOLUTIONS, LLC	CFI TIRE SERVICE	CTT CALINGIN-BUBNE E ASOC INC	CAPITAL CITY BOILER &	CAPITAL CITY EQUIPMENT CO	CARNES PAINTING & STAININ	CARRULL DISTRIBUTING	CENTRAL IOWA FASTENERS	CENTRAL SERVICE & SUPPLY,	CENTURYLINK	CENTURILIAN CHANNESS TECHNOLOGY INC	JOSH CHANCE	CHRISTNER CONTRACTING INC	CINTAS CORPORATION	NTV TOT CHINT
REPORT DATE SYSTEM DATE FILES ID	Vendor #	00198 00315	00681	00778	00800	00855	01700	02080	02615	03641 05002	05116	05117	47TCU	05700	05849	05860	06006	06740	06780	06994	07016	0/8/9008876	09360	09368	09515	11495 11	11496	11506	13270 13270	13607	13609	14315	14318A	14928	15600	16300	16310A	16402	16403	16419 16419	17500	17620	T79/.T

1 . 15:23:31 SC PAGE TIME USER

CITY OF OTTUMWA

REPORT DATE 12/13/2018

CITY OF OTTUMWA VENDOR PAYMENT REPORT	Amount Reason		307.42 OPERATING SUPPLIES 850.00 CONTRACTUAL SERVICES 1,466.05 OPERATING SUPPLIES
	Check Check Number Date	199373 11/09/2018 199645 11/16/2018 199645 11/30/2018 199572 11/21/2018 199586 11/30/2018 199586 11/02/2018 199287 11/02/2018 199586 11/02/2018 199587 11/02/2018 199587 11/02/2018 199576 11/02/2018 199576 11/09/2018 199576 11/09/2018 199576 11/09/2018 199576 11/09/2018 199576 11/09/2018 199576 11/09/2018 199578 11/09/2018 199578 11/09/2018 199578 11/09/2018 199578 11/09/2018 199578 11/09/2018 199578 11/09/2018 199578 11/09/2018 199578 11/00/2018 199581 11/02/2018 199581 11/02/2018 199581 11/02/2018 199581 11/02/2018 199581 11/02/2018 199581 11/02/2018 199581 11/02/2018 199561 11/30/2018 199561 11/30/2018 199561 11/30/2018 199561 11/09/2018 199561 11/00/2018 199561 11/00	199394 11/09/2018 199584 11/21/2018 199395 11/09/2018
DATE 12/13/2018 DATE 12/13/2018 ID O	Vendor Name	JUSTIN CLARK JUSTIN CLARK CLEBONS INC OF OTTUMWA CLEBONS INC OF OTTUMWA CONFUTER INFORMATION RICHARD OR KRIS CONLEY CONFUTENCE, INFORMATION MIKE CRAFF CONFLUENCE, INC J. P. COOKE RABIES AND MIKE CRAFF CONTLUENCE, INC J. P. COOKE RABIES AND MIKE CRAFF CONTUNN CERESTIVE FORMS & CONCEPTS 12 CREDIT UNION CLEANING COMPANY DJU 'S AUTO SUPPLY LLC DJ CLEANING COMPANY DJU 'S AUTO SUPPLY LLC DJ CLEANING COMPANY DANI'S AUTO SUPPLY LLC JO ANNE DAVIS DJU CLEANING COMPANY DANI'S AUTO SUPPLY LLC DJU CLEANING COMPANY DANNE DAVIS DECATUR CO EMERGENCY MANA IS DDUNE STONE LLC DD CLEANING COMPANY DERANS TOWING SERVICE ID DERCO, INC DERCO,	STERN SUPPLY CO ENCE COMPANY NEY & ASSOCIATES,
REPORT DA SYSTEM DA FILES ID	Vendor #	18330 18330 20385 20385 20385 20385 20385 20385 20385 21670 21845 21845 21845 23932 24559 23932 24559 23932 24559 24559 23932 255396 24559 255396 255396 277010 277000 277000 277000 277000 27700000000	33635 34001 34052

2 . 15:23:31 SC PAGE TIME USER

12/13/2018 12/13/2018 O	
REPORT DATE SYSTEM DATE FILES ID	

LIBRARY MAT.-JAMES ESTATE VHCL MTCE SUPPLIES TRAINING EMPLOYEE PHYSICALS/TESTS SEWER/DRAINAGE SUPPLIES ICMA DEF COMP PAYABLE WORKMENS COMPENSATION STREET MAINT SUPPLIES STREET MAINT SUPPLIES POLICE W/C 411 CLAIMS CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES CONTRACTUAL SERVICES CAPITAL IMPROVEMENTS CONTRACTUAL SERVICES TOOLS & SMALL EQUIP BLDG MAINT & REPAIR TRAVEL & CONFERENCE TRAVEL & CONFERENCE SUSTENANCE SUPPLIES **TECHNOLOGY SERVICES** OTHER CAPITAL EQUIP SMALL FURN/FIXTURES TOOLS & SMALL EQUIP TRAVEL & CONFERENCE OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES VHCL MTCE SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES MISC CONTRACT WORK JANITORIAL ADVERT/LEGAL PUBL PROGRAM SUPPLIES OTHER PROF SERV OTHER PROF SERV IMWCA TPA FEES INFRASTRUCTURE TIRE DISPOSAL MISCELLANEOUS EQUIP REPAIR TELEPHONE/IT LAB SUPPLIES WEED MOWING ENGINEERING JANITORIAL LEGAL FEES LEGAL FEES VHCL-FUEL TRAINING FRAINING Amount Reason GRANT ,723.27 ,350.00 ,223.00 ,128.90 351.85 ,264.00 300.00 ,775.30 550.00 134.75 536.50 ,124.00 ,533.00 ,936.87 500.00 234.37 134.00 68.00 831.14 281.70 ,976.30 ,800.00 ,997.60 489.98 458.95 8.72 81.93 63.00 54.91 195.44 734.95 225.50 56.00 013.69 206.87 505.00 30.00 305.00 47.45 .007.64 322.05 159.00 100.00 400.00 800.00 ,490.79 208.51 978.60 112.00 388.00 310.60 74.00 ,966.15 ,110.01

12/13/2018	0 0	;
REPORT DATE	FILES ID	:

VENDOR PAYMENT REPORT CITY OF OTTUMWA

15:23:31 SC TIME USER PAGE

Amount Reason

199523 11/16/2018 199688 11/30/2018 199526 11/16/2018 MENKE PROFESSIONAL AUTO P 199419 11/09/2018 199423 11/09/2018 MUNICIPAL PIPE TOOL CO LL 199424 11/09/2018 NATIONWIDE RETIREMENT SOL 199685 11/30/2018 11/21/2018 NORRIS ASPHALT PAVING INC 199608 11/21/2018 199427 11/09/2018 199428 11/09/2018 11/09/2018 199318 11/02/2018 199686 11/30/2018 199431 11/09/2018 199433 11/09/2018 199524 11/16/2018 11/02/2018 199611 11/21/2018 199435 11/09/2018 199528 11/16/2018 199437 11/09/2018 OTTUMWA TELEPHONE SERVICE 199612 11/21/2018 199613 11/21/2018 199438 11/09/2018 199320 11/02/2018 199321 11/02/2018 PAYMENT REMITTANCE CENTER 199617 11/21/2018 11/09/2018 199415 11/09/2018 11/30/2018 11/21/2018 11/30/2018 11/16/2018 199418 11/09/2018 11/30/2018 11/16/2018 11/30/2018 199311 11/02/2018 11/02/2018 11/16/2018 11/09/2018 11/16/2018 11/30/2018 11/02/2018 199315 11/02/2018 199683 11/30/2018 11/21/2018 11/21/2018 199521 11/16/2018 199684 11/30/2018 11/21/2018 199425 11/09/2018 11/09/2018 Check Date 199429 199319 199606 199430 MIDWEST AUTO GLASS & TIRE 199312 199414 SYMETRA LIFE INSURANCE CO 199680 199314 199604 199677 199600 199678 199517 199518 199681 199519 199422 199520 199682 199605 199607 Number check OCCUPATIONAL SAFETY SOLUT OTTUMWA COMMUNITY SCHOOLS MASSMUTUAL RETIREMENT SER ONSITE SERVICE SOLUTIONS, ONSITE SERVICE SOLUTIONS LOKTRONICS SECURITY CORP MAHER PLUMBING & HEATING NORFOLK SOUTHERN RAILWAY OTTUMWA WATER AND HYDRO MUNICIPAL FIRE & POLICE NATIONAL ASSOCIATION OF OTTUMWA PRINTING, INC. 911 GOLD LINE TRAINING NICHOLS EQUIPMENT LLC OFFICIAL PEST CONTROL OTTUMWA TENT & AWNING MIDAMERICAN ENERGY CO MOSE LEVY COMPANY INC ON-SITE INFORMATION O'REILLY AUTOMOTIVE MAIN STREET OTTUMWA OTTUMWA SEAT & TOP NSI LAB SOLUTIONS MOTION INDUSTRIES NLFX PROFESSIONAL THE OFFICE CENTER MODERN MARKETING OTTUMWA COURIER OTTUMWA COURIER OHARA HARDWARE DIXIE L PARKER OTC BRANDS INC OTTUMWA NAPA MCMASTER - CARR MIDWEST TAPE MICKMAN BROS MANATT'S INC LAURA MYERS COLE OWENS TONY MILLER DOYLE MOORE WILL MUNLEY Vendor # Vendor Name NATIONWIDE MENARDS ORBIS MES 70610 68556 68560 69040 69264 69688 66730 67101 67759 68640 68660 58800 57951A 67102 63669 64397 64400 65620 66534 66561 67058 67059 67089 67098 68000 68001 58500 61603 61785 62580 62629 62879 65489 55802 66001 56485 56548 60799 62575 62901 57385 57388 57518 59301 59382 58450 50097 61702 52990 54181 57195 54187 54390 55311

LIBRARY MAT.-JAMES ESTATE HARTFORD DEF COMP PAYABLE LIBRARY MAT. - JAMES ESTATE DFFICE/COMP. EQUIP MAINT STREET MAINT SUPPLIES NRS-NATION RETIRE SOL **FRASH TAGS & STICKERS** CONTRACTUAL SERVICES MERCHANDISE - RESALE CONTRACTUAL SERVICES CONTRACTUAL SERVICES TOOLS & SMALL EQUIP BLDG MAINT & REPAIR BLDG MAINT & REPAIR GROUP LIFE PREMIUMS TRAVEL & CONFERENCE SUSTENANCE SUPPLIES TRAVEL & CONFERENCE SUSTENANCE SUPPLIES TOOLS & SMALL EQUIP **FRAVEL & CONFERENCE** VHCL MTCE SUPPLIES VHCL MTCE SUPPLIES VHCL MTCE SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES VHCL MTCE SUPPLIES VHCL MTCE SUPPLIES VHCL MTCE SUPPLIES DUES & MEMBERSHIPS VHCL MTCE SUPPLIES VHCL MTCE SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES ADVERT/LEGAL PUBL PUB OFF E & O INS PROGRAM SUPPLIES OTHER PROF SERV OFFICE SUPPLIES FIRE RETIREMENT OFFICE SUPPLIES OFFICE SUPPLIES BILLING FEES-WW OTHER PROF SERV RENTS & LEASES STREET MAINT LAB SUPPLIES NATURAL GAS MAIN STREET **JANITORIAL** FRAINING GRANT 24.00 3,800.00 1,676.40 10,027.31 2,584.00 105.00 86.00 1,400.00 20,000.00 1,619.19 750.00 2,523.88 1,002.15 4,539.93 644.10 5,400.00 1,486.37 210.56 98.83 380.23 941.00 66.67 867.75 113,535.42 361.83 103.22 600.00 40.00 2,115.00 6,330.00 1,025.00 555.31 46,330.47 369.00 2,600.00 50.00 55.00 509.18 1,150.00 1,012.00 113.40 1,073.30 402.96 1,932.34 2,756.46 368.16 606.79 1,161.00 124.00 85.00 LO, 935.28 27.00 150.00 216.57

12/13/2018	12/13/2018	0
REPORT DATE	SYSTEM DATE	FILES ID

VENDOR PAYMENT REPORT CITY OF OTTUMWA

Reason

Amount

CONTRACTUAL SERVICES

OTHER PROF SERV

MISCELLANEOUS

6,720.00

561.00 182.43 728.43 322.46

BLDG MAINT & REPAIR

VHCL MTCE SUPPLIES

7,266.83 99.99 478.25

TECHNOLOGY SERVICES

VHCL MTCE SUPPLIES POSTAGE & SHIPPING

5 15:23:31 SC PAGE TIME USER

Check Date	<pre>(30/2018 (30/2018 (30/2018 (30/2018 (09/2018 (09/2018 (09/2018 (09/2018 (09/2018 (16/2018 (16/2018 (09/2018 (09/2018 (09/2018 (09/2018 (09/2018 (09/2018 (09/2018 (09/2018 (09/2018 (09/2018 (16/2018 (09/2018 (16/2018 (16/2018 (09/2018 (16/201</pre>	
Check ( Number I	199689 11/ 199529 11/ 199530 11/ 199530 11/ 199530 11/ 199531 11/ 199531 11/ 199532 11/ 199532 11/ 199533 11/ 199533 11/ 199531 11/ 199531 11/ 199536 11/ 199545 11/ 199543 11/ 199543 11/ 199543 11/ 199543 11/ 199543 11/ 199543 11/ 199543 11/ 199543 11/ 199543 11/ 199553 11/ 199554 11/ 199555 11/	
Vendor Name	PETTY CASH-ANNUAL DINNER PITNEY BOWES GLOBAL PLUMB SUPPLY COMPANY-OT POWERPLAN POWERPLAN PUCCHASE BOWER OCI THERMAL SYSTEMS, INC. QUALITY SERVICES 561 RWM SERVICES 561 RMM SERVICES 1NC ROOPORDING 800 SOUNTER PROVATION SIDER 500 SOUNTER SUPPLY LLC ROOP-ROOTER 500 JOHN SANDEGREN HEATING SANDRY FIRE SUPPLY LLC ROOP-ROOTER 500 JOHN SANDEGREN HEATING SANDRY FIRE SUPPLY LLC ROOP-ROOTER 500 JOHN SANDEGREN HEATING SOLENTS 50 SOLENTS	
Vendor #	71488 720561 72250 72250 72250 72250 72250 723290 723290 723290 744260 744260 744260 744743 744743 744761 74975 76590 765919 82133 82213 82213 82213 82213 82213 82520 82213 822133 8222223 822223 82223 82223 82223 82223 82223 82223 82223 82223 8222	

TOOLS & SMALL EQUIP BUILDING MAINTENANCE REPA

DUES & MEMBERSHIPS

MISCELLANEOUS

60.00

530.77

458.89 30.00

120.00

CONTRACTUAL SERVICES

TOOLS & SMALL EQUIP

TOOLS & SMALL EQUIP

17,780.00 671.07

OPERATING SUPPLIES

LIBRARY MAT. - JAMES ESTATE

RAMP MAINT & REPAIR

155.00

FINES-RED SPEED

VHCL MTCE SUPPLIES OPERATING SUPPLIES

1,806.65 1,213.15

OTHER MAINT & REPAIR CAPITAL IMPROVEMENTS

VHCL MTCE SUPPLIES

6,760.00

1,428.41 293.57

CAPITAL IMPROVEMENTS

26,505.00 7,129.66

130.91 123.30 90.06

SUSTENANCE SUPPLIES

EQUIP REPAIR

BOOKS FILMS RECORDING/ART

TRAVEL & CONFERENCE

MISCELLANEOUS

16.54

6.00

52.00

GROUNDS MAINT & REPAIR

TOOLS & SMALL EQUIP OTHER SMALL CAPITAL

OPERATING SUPPLIES

261.78 126.50

24.00

OTHER SMALL CAPITAL

3,000.00 7,428.36

PUBLIC WKS UNION DUE PAYA

CONTRACTUAL SERVICES

STREET MAINT SUPPLIES

TRAVEL & CONFERENCE

VHCL MTCE SUPPLIES SALES TAX PAYABLE

2,984.03 1,890.00

450.00

TOOLS & SMALL EQUIP

249.95 45.94 211.74

ENGINEERING

3,280.60 10,558.47

POSTAGE & SHIPPING

LIBRARY MAT.-JAMES ESTATE

20.00 104.24

597.24

OPERATING SUPPLIES

524.50

28,743.14

85.00 537.00

CONTRACT EMPLOYEES OPERATING SUPPLIES

SUSTENANCE SUPPLIES TOOLS & SMALL EQUIP

CONTRACTUAL SERVICES CONTRACTUAL SERVICES

OTHER PROF SERV

ELECTRIC

87.55

3,664.00 368.50 26.00 67,600.00

12/13/2018	12/13/2018	0
REPORT DATE	SYSTEM DATE	FILES ID

CITY OF OTTUMWA VENDOR PAYMENT REPORT

PAGE 6 TIME 15:23:31 USER SC

	53	St/WH P/E TAT Fed/Fica W/H IPEES W/H /Share Unemployment
Reason	CONTRACTUAL SERVICES OPERATING SUPPLIES TOOLS & SMALL EQUIP VHCL MTCE SUPPLIES EMPLOYEE PHYSICALS/TESTS LAB SUPPLIES OPERATING SUPPLIES MISCELLANEOUS TELEPHONE/IT TRAVEL & CONFERENCE OFFICE SUPPLIES OFFICE SUPPLIES COURT FEES RECORDING & COURT FEES GANNITED WAY DED PAYABLE WATER REFUSE COLLECTION FEE TRAVEL & CONFERENCE OPERATING SUPPLIES TRAVEL & CONFERENCE OPERATING SUPPLIES TRAVEL & CONFERENCE TRAVEL & CONFERENCE OPERATING SUPPLIES TRAVEL & CONFERENCE TRAVEL & CONFERENCE OPERATING SUPPLIES TRAVEL & CONFERENCE TRAVEL & CONFERENCE	2,987,665.01 38,736.00 63.714.61 175,511.36 32,296.34 48,470.15 43,341,551.37
Amount	500.00 95.42 1,055.20 1,055.20 1,055.20 1,055.24 1,126.26 1,126.26 1,125.11 1,155.11 1,155.11 1,155.11 1,155.11 238.95 304.00 304.00 304.00 304.00 304.00 119.00 311.35 550.38 131.35 550.38 131.35 550.38 131.35 550.38	303 VENDORS FOR Aguru: Staf Za Trensury Trensury Sers Total
Check Check Number Date	199659 11/30/2018 199551 11/16/2018 199553 11/16/2018 199553 11/02/2018 199458 11/02/2018 199334 11/02/2018 199335 11/02/2018 199335 11/02/2018 199337 11/02/2018 199337 11/02/2018 199341 11/02/2018 199555 11/16/2018 199557 11/02/2018 199567 11/02/2018 199567 11/09/2018 199466 11/09/2018 199466 11/09/2018 199466 11/09/2018 199466 11/09/2018 199466 11/09/2018 199466 11/09/2018 199466 11/09/2018 199466 11/09/2018	HELTER TO 303 VE Treasure US Treasure US Treasure US Treasure US Treasure US Treasure
# Vendor Name C	TRUITT ABSTRACT COMPANY I ULINE ULINE ULINE ULINE ULINE UNITYPOINT CLINIC UNITYPOINT CLINIC USA BLUE BOOK UNITYPOINT CLINIC USA BLUE BOOK USA BLUE BOOK USA BLUE BOOK USA BLUE BOOK USA BLUE BOOK USA BLUE FOOK UNITYPOINT COMPANY VAUGHN AUTOMOTIVE USENSTRA & KIMM INC VAUGHN AUTOMOTIVE USENSTRA & KIMM INC USE BLUE CONTYY RECLEC NALMART COMMUNITY/RFCSLLC NALMART COMMUNITY/RFCSLLC NALMART COMMUNITY/RFCSLLC NALMART COMUNITY/RFCSLLC NALMART COMUNITY/RFCSLLC NALMART COMUNITY/RFCSLLC NALMART COMUNITY/RFCSLLC NALMART COMUNITY/RFCSLLC NALMART COMUNITY/RFCSLLC NAPELLO COUNTY RECORDER NAPELLO RUPUNER NAPELNO COUNTY RECORDER NAPELLAN WEI NAPELLO RUPUNER NAPELNO COUNTY RECORDER NAPELLO RUPUNER NAPELNO COUNTY RECORDER NAPELLAN WEI NAPELLAN WEI NAPELLO RUPUNER NAPELNO COUNTY RECORDER NAPELLAN RECORDER NAPELLAN RECORDER NAPELNO COUNTY RECORDER NAPELNO COUNTY RECORDER NAPELNO C	TOTAL NUMBER OF CHECKS
Vendor #	898555 90454 90551 908351 92648 92648 92648 926648 94430 94430 94436 94436 94436 94436 94436 94704 94436 94704 94735 95111 95120 95120 95137 95120 95137 95120 97373 97320	

# Item No. <u>B.-3.</u>



January 8, 2019

- TO: Ottumwa City Council Members
- FROM: Tom X. Lazio, Mayor

## SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointments to the Historic Preservation Board, terms to expire 01/01/2022.

Brenda Case 521 Glenwood

John Ohlinger 419 N. Court

## Item No. <u>B.-4.</u>

	CITY OF OTTUMWA	
2018 DEC 31 A	N 8: 31 STAFF SUMMARY	
CITY GLE OTTURN Council Meeting of: January 8		
Council Meeting of: January 8	3, 2019 ITEM NO	$ \cap \mathcal{A}$
Engineering Department	Andy Morris, City Administrator	Joni Keith But A Cut Prepared By Larry Seals Life Department Head

AGENDA TITLE: Approve the hiring of Brian Stevenson to the position of Engineering Aide in the Engineering Department effective January 2, 2019.

\*\*\*\*\*\*\*\*\*\*\*

PURPOSE: To approve the hiring of Brian Stevenson as an Engineering Aide.

RECOMMENDATION: Approve the hiring effective January 2, 2019.

Sama A S come e.

DISCUSSION: Mr. Stevenson has been hired as an Engineering Aide in the Engineering Department to replace Greg Elder who retired in November of 2018. Mr. Stevenson has a number of years of experience as the senior field engineer for Alliant Energy. Based upon his years of experience, the City is hiring him at the 2-year step of \$19.71 per hour. This is a Civil Service position covered by the Public Works Collective Bargaining Agreement.

## Item No. <u>B.-5.</u>

CITY OF OTTUMWA Staff Summary 2019 JAN -2 AMII: 49 OTTUNINA.

\*\* ACTION ITEM \*\*

Council Meeting of : Jan 8, 2019

	Jody Gates
1	Prepared By
Health & Inspections /	Kevin C Flanagan
Department	Department Head
City Administrator Approval	

AGENDA TITLE: Resolution No. 1 - 2019, a Resolution setting January 22, 2019 as the date of a public hearing on the disposition of city owned property located at 1543 Mable Street

RECOMMENDATION: Pass and adopt Resolution No. 1 - 2019.

DISCUSSION: Alissa Welch offered the City \$250 for a vacant lot located at 1543 Mable Street. Ms. Welch wants to construct a 48' x 98' metal building on the property. The property is zoned I-1. A public hearing is set for January 22, 2019 to consider the offer.

## RESOLUTION No. 1 - 2019

A RESOLUTION SETTING JANUARY 22, 2019 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITON OF CITY OWNED PROPERTY LOCATED AT 1543 MABLE STREET

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as Lot 18 Block 1 in Manning's First Addition in the City of Ottumwa, Wapello County, Iowa, also known as 1543 Mable Street; and

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

WHEREAS, Alissa Welch offered the City \$250 for the above described property for the purpose of constructing a 48' x 98' metal building; 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 22<sup>nd</sup> day of January 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 Alissa Welch for \$250 and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 8<sup>th</sup> day of January 2019.

City of Ottumwa, Iowa

ATTEST:

Tom X. Lazio, Mayor

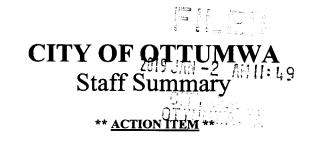
Christina Reinhard, City Clerk



		Petition No.:	5044-2018
<b>Petitioner Information:</b>			
Name: Alissa Welch			
Address: 224381 230th Street,	Dallas Center, IA	50063	
Phone Number: (515) 494-0440		Petition contains the	required number of signatures.
Summary of Petition:			
Purchase 1543 Mable St., City building. Offer \$250, deposit \$	owned more than 50.	5 yrs., empty lot, to bu	ild a 48x98 metal
*****		*****	*****
1. Engineering Department	Approve	Deny Deny	LBS
Comments:			Date 12-27-18 Dept Initials Required
2. Plan/Zoning/Dev. Department	t 🗸 Approve	Deny	Kl8/-2-19
Comments:			Dept. Initials Date Required
3. Health Department	Approve	Deny	1/1071-2-19
Comments:			Dept. Initials
			Date 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

# Item No. <u>B.-6.</u>



Council Meeting of : \_\_\_\_\_ Jan 8, 2019

	Jody Gates
/	Prepared By
Health & Inspections	Kevin C Flanagan
Department City Administrator Approval	Department Head
AGENDA TITLE: Resolution No. 3 - 2019, a Resolution setting date of a public hearing on the disposition of at 108 East Court Street	

RECOMMENDATION: Pass and adopt Resolution No. 3 - 2019.

DISCUSSION: Brothers Holding Trust offered the City \$250 for a vacant lot located at 108 East Court Street. The vacant lot is adjacent to two lots owned by the trust and they wish to combine all three lots into one. One of the lots contains a placarded house that the company intends to repair. A public hearing to consider the offer is set for January 22, 2019.

## RESOLUTION No. 3 - 2019

## A RESOLUTION SETTING JANUARY 22, 2019 AS THE DATE OF A PUBLIC HEARING ON THE DISPOSITON OF CITY OWNED PROPERTY LOCATED AT 108 EAST COURT STREET

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as the Southwest 42 feet of the Northeast 132 feet of Lot 16 in WH Johnson's Subdivision of part of Out Lots 30 and 31 and a permanent easement over a strip of land 8 feet in width along the Southeast side of the Northerly 90 feet of said Lot 16 in WH Johnson's Subdivision, all in the City of Ottumwa, Wapello County, Iowa and the Northeasterly 42 feet of the Southwesterly 108 feet of Lot One in Porter and Company's Subdivision of Out Lots 30 and 31 in the City of Ottumwa, Wapello County, Iowa, also known as 108 East Court Street; and

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

WHEREAS, Brothers Holding Trust offered the City \$250 for the above described property for the purpose of combining it with two other adjacent parcels, which is owned by said trust; 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 22<sup>nd</sup> day of January 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 Brothers Holding Trust for \$250 and the City Clerk is authorized and directed to publish notice of said public hearing as provided by law.

PASSED AND ADOPTED this 8<sup>th</sup> day of January 2019.

City of Ottumwa, Iowa

ATTEST:

Tom X. Lazio, Mayor

Christina Reinhard, City Clerk



		Petition No.:	5047-2018
Petitioner Information:			
Name: Brothers Holding Trust	(Peggy Palms)		
Address: PO Box 428, Fairfield,	IA 52556	· · · · · · · · · · · · · · · · · · ·	
Phone Number: (828) 265-1008		Petition contains the	e required number of signatures.
Summary of Petition:			
Purchase Offer for 108 E. Cour Deposit \$50, to combine with ty	t St \$250 owns wo parcels adjace	property next to it, city nt to it.	owns less than 5 yrs.
*****	*****	**************************************	******
1. Engineering Department Comments:	Approve	Deny	LBS 12-31-18 Date Required
2. Plan/Zoning/Dev. Department Comments:	Approve	Deny	KB 1-2-19 Dept. Initial Date Required
3. Health Department	Approve	<b>Deny</b>	<u>KU-1-2-19</u> Dept. Initial Date Required
** If donied he seem done			

\*\* 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

# Item No. <u>B.-7.</u>

CITY OF OTTUMWA 2019 JAN -2 AM II: 2 i Staff Summary OT TUMMEN \*\* ACTION ITEM \*\*

Council Meeting of: \_\_\_\_\_\_ January 8, 2018

Alicia Bankson	
Prepared By	
Engineering Department	
Department Department Head	
City Administrator Approval	

AGENDA TITLE: Resolution #4-2019. Approving the contract, bond, and certificate of insurance for the Milner Pump Station Removal Project.

RECOMMENDATION: Pass and adopt Resolution #4-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with DC Concrete & Construction of Douds, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the December 18, 2018 City Council Meeting in the amount of \$33,678.00.

Bid Amount \$33,678.00

Engineers estimate: \$37,000.00

## RESOLUTION #4-2019

## A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE MILNER PUMP STATION REMOVAL PROJECT

- WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to dc Concrete & Construction of Douds, Iowa in the amount of \$33,678.00 based on total unit price and estimated quantities; and,
- WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

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

APPROVED, PASSED, AND ADOPTED, this 8<sup>th</sup> day of January, 2019.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

#### SECTION 00500 CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_\_, 2019 by and between the City of Ottumwa, Wapello County, Iowa, the party of the first part, hereinafter called the OWNER and DC Concrete & Construction of Douds, Iowa, the party of the second part, hereinafter called the CONTRACTOR.

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

#### **ARTICLE 1**

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

#### **ARTICLE II**

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed and shall be completed in 15 working days and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

#### ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of \$33,678.00 payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

#### **ARTICLE IV**

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

#### ARTICLE V

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

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

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

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

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

#### **ARTICLE VI**

ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled.

#### **ARTICLE VII**

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

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

#### **CITY OF OTTUMWA, IOWA**

By\_\_\_\_\_

Title Mayor

ATTEST:

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

DC Convete & Constantion
Contractor
By Bridget Cit
Title Ch - Owne
Address 15476 Emerald RD
City, State, Zip Donds I Down SESSI

SECTION 00510	
PERFORMANCE BOND	
KNOW ALL PERSONS BY THESE PRESENTS: that	
DC Concrete & Construction, LLC	
(Name of Contractor)	
15476 Emerald Rd, Douds, IA 52551-8104	
a LLC (Address of Contractor)	
a LLC, hereinafter called Principal, and (Corporation, Partnership, or Individual)	
West Bend Mutual Insurance Company	,
(Name of Surety)	
PO Box 620976, Middleton, WI 53562	
(Address of Surety)	
hereinafter called Surety, are held and firmly bound unto:	
City of Ottumwa, Iowa	
(Name of Owner)	
105 East Third Street. Ottumwa, Iowa 52501	
(Address of Owner)	
hereinafter called OWNER, in the penal sum of Thirty-three Thousand Six Hundred Seventy-eight and no/100	)
(\$ 33.678 00 ) in lawful money of the United States, for the payment of which sum well and truly to be	
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.	
THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain	
contract with the OWNER, dated this 27 day of December, 2018, a copy of which is hereto	
attached and made a part hereof for the construction of:	
Million Description Description	
Milner Pump Station Removal	-

শ্ব

Ottumwa, Iowa

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

00510-1

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 27 day of December , 2018.

ATTEST:

1

(Principal) Secretary

(SEAL)

rincipal)

DC Concrete & Construction, LLC

Principa By

15476 Emerald Rd

Douds, IA 52551-8104 (Address)

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

West Bend Mutual Insurance Company Surety By Attorney-in-Fact PO Box 71

Fairfield, IA 52556

(Address)

(Address)

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

00510-2



THE SILVER LINING®

Bond No. 2399724

### **POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PATRICK C DOYLE

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Four Hundred Thousand Dollars (\$400,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest <u>Mustopher A Zungart</u> Christopher C. Zwygart Secretary



Kevin A. Steiner Chief Executive Officer/President

State of Wisconsin County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A/Benedum

Senior Corporate Attorney Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 27th	day of <u>Dec</u>	cember,	2018 .	
	CORPORA	TES	Hotly & Dunn	
	F SEAL	Heather Vice Pres	Dunn sident – Chief Financial Officer	

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

1900 S. 18th Ave. West Bend, WT 53095 | ph (262) 334 6430 | 1-800-236-5004 | fax (262) 338-5058 | www.thesilverlining.com

hereinafter called Principal, and

## SECTION 00520 PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

DC Concrete & Construction, LLC

(Name of Contractor)

15476 Emerald Rd, Douds, IA 52551-8104

(Address of Contractor)

a LLC

\_\_\_\_\_

(Corporation, Partnership, or Individual)

West Bend Mutual Insurance Company

(Name of Surety)

PO Box 620976, Middleton, WI 53562

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa
(Name of Owner)
105 East Third Street, Ottumwa, Iowa 52501
(Address of Owner)

hereinafter called OWNER, in the penal sum of <u>Thirty-three Thousand Six Hundred Seventy-eight and no/100</u> (\$ 33,678.00 ) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 27 day of December 2018, a copy of which is hereto attached and made a part hereof for the construction of:

Milner Pump Station Removal
Ottumwa, Iowa

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

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

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

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this <u>27</u> day of <u>December</u>, 2018.

ATTEST:

(Principal) Secretary

(SEAL)

(Witness as to Principal)

DC Concrete & Construction, LLC Principal

Вv (s)

15476 Emerald Rd

Douds, IA 52551-8104 (Address)

(Address)

ATTEST:

(Surety) Secretary

(SEAL Witness as to Surety

West Bend Mutual Ins	surance Company (s)
Surety	
By July O	
Attorney-in-Fac	
PO Box 71	

(Address)

Fairfield, IA 52556 (Address)

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

00520-2



#### THE SILVER LINING®

Bond No. 2399724

## **POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PATRICK C DOYLE

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Four Hundred Thousand Dollars (\$400,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21<sup>st</sup> day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart Secretary State of Wisconsin

State of Wisconsin County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum

Senior Corporate Attorney Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 27th	day of	December	2018	
	MUTCH	INSURA	al Ni	n Ĝ
	ST SE	AL #	·/Votu	+ Dunn
	St Sancy		Heather Dunn /ice President – Chief	Financial Officer

<u>Notice:</u> Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

1900 S. 18th Ave. West Bend, W1 53095 | ph (262) 334-6430 | 1-800-236-5004 | fax (262) 338-5058 | www.thesilverlining.com



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/31/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
	DUCER	Cen	HICAL	a lioidal at lian of shrift a	CONTACT Detrict Kana	el		
Patrick Kessel			NAME:         Partick resser           PHONE         [A/C, No, Ext);           (A/C, No, Ext);         (319) 293-7101					
	BL Financial Group Inc. 1st Street				E-MAIL ADDRESS:			
	3ox 69 saugua, IA 52565-0069				INS	URER(S) AFFOR		NAIC #
					INSURER A: Farm Bur	eau Property & C	asualty Insurance Company	13773
INSU					INSURER B : Scottsdal			
	CONCRETE AND CONSTRUCTION				INSURER C :			
	76 EMERALD RD JDS, IA 52551-8104				INSURER D :	·······	······································	
					INSURER E :			
<u> </u>	VERAGES CER	TIFIC		NUMBER:	INSURER F :		REVISION NUMBER:	
TH IN CE ED	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY IXCLUSIONS AND CONDITIONS OF SUCH	of i Quir Pert Polic	NSUR EMEN AIN, 1 CIES.	ANCE LISTED BELOW HAV NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIES BEEN REDUCED BY	THE INSURE OR OTHER D S DESCRIBED PAID CLAIMS.	D NAMED ABOVE FOR THE POL	WHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	CLAIMS-MADE CLAIMS-MADE			CPS3047268	05/03/2018	05/03/2019	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000,000 100,000
							MED EXP (Any one person) \$	5,000
							PERSONAL & ADV INJURY \$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$	2,000,000
	× POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$	2,000,000
							COMBINED SINGLE LIMIT S	
A	ANY AUTO			CPP0004104	02/28/2018	02/28/2019	(Ea accident)  BODILY INJURY (Per person) \$	1,000,000
							BODILY INJURY (Per accident) \$	
	HIRED NON-OWNED						PROPERTY DAMAGE	
	AUTOS ONLY AUTOS ONLY						(Per accident)	
B				are 0.0.1.0	05/03/2018		EACH OCCURRENCE \$	1,000,000
_	EXCESS LIAB CLAIMS-MADE	<b></b>		CXS0010919	05/03/2018	05/03/2019	AGGREGATE \$	1,000,000
	DED RETENTION \$						s	
λ	WORKERS COMPENSATION						X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		WC 6005357	08/30/2018	08/30/2019	E.L. EACH ACCIDENT \$	100,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$	100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			<u> </u>			E.L. DISEASE - POLICY LIMIT \$	500,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI	LES (A	CORD	101. Additional Remarks Schedu	le, may be attached if mor	e space is requir	ed)	
						- share is reduit	,	
CEI					CANCELLATION		······································	
	City of Ottumwa			:	SHOULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE CANCEL	LED BEFORE
105 E 3rd Street Ottumwa, IA 52501				THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
					AUTHORIZED REPRESE	NTATIVE		
	1				Amanda Ph	lin		
<b></b>	······				©1	988-2016 A	CORD CORPORATION. All rig	hts reserved.

The ACORD name and logo are registered marks of ACORD

# Item No. D.-3.



## January 8, 2019

City Council Briefing, Ottumwa City Council

This reports includes various levels of detail that are available to release in a public setting. As you can imagine, there is a fine line to walk between transparency and confidentiality, and OEDC is cautious about releasing information that could risk the long-term development of these projects.

#### Strategic Initiatives for OEDC:

## 1) Site Development & Preparation-

- a. Helgerson Flats has been granted conditional Site Certified status! On January 3, the final document from State Historic Preservation Office was returned as approved. OEDC awaits official word from IEDA. We'll plan some kind of open house to celebrate.
- In October, OEDC announced the first sale in Helgerson Flats. Alliant Energy offered a full-price bid on 12.4 acres in the northwest quadrant of the site. OEDC stands to gain over \$154,000 for which to use as seed money for new development or redevelopment.
- c. OEDC has offered another 8-10 acres for an expanding manufacturing interest. Alliant Energy, as the option holder on another 64 acres in Helgerson Flats is also conducting prospecting calls and working with a commercial realty firm.
- d. Traffic Impact continues to be an obstacle at US 149 & N. Court frontage, although another new option has been submitted for engineering study. At some point, this will be a critical issue to new manufacturing. If trucks do not have safe, convenient mobility at this intersection, they simply won't look at Ottumwa as a legitimate option.

#### 2) Targeted Industry Recruitment-

- a. Iowa holds the #10 spot in concentration for plastics production in the nation, although it wouldn't take much to beat North Carolina and claim the #9 spot. The fact that Ottumwa already has a foothold with Plastipak (which OEDC recruited in 2015), is proof that there is great potential here.
- b. Machinery manufacturing is another target industry, as is automotive parts. OEDC has prospects in both of these areas. One would be a completely new HQ operation.

#### 3) Business Attraction, Retention & Expansion-

- a. Late last year, Vermeer Corporation set up shop at one of the buildings belonging to C&C Manufacturing at the airport. OEDC and C&C are planning a "welcome to the neighborhood" lunch gathering.
- b. I attended the Site Selector Forum in Chicago in early December. Came back with a handful of business cards, built some new relationships with people in the industry, and plans to go again next year. I've followed up with 3 leads since I've been back- none in Iowa.
- 4) Navigation Assistance for Financing Business Growth- OEDC has developed a new Community Incentive fact sheet that will act as a guiding document for all new business. It has been shared with partners at the city and county level, Area 15, Pathfinders, Indian Hills, and others.

5) Talent Strategies- On Dec. 19, 2018, OEDC and its partners in the region prepared and distributed an RFP requesting expertise in the field of implementing work plans that can help upskill current workers to meet the demands of open jobs available in the region. Proposal are due Feb. 1<sup>st</sup>, and work is scheduled to begin April 29<sup>th</sup>.

### 6) MISC-

In July, I was appointed to a 2 year term on the Governor's taskforce for Empowering Rural Iowa. After having participated in 3 issues summits, the initial recommendations were submitted to Gov. Reynolds. Some suggestions include:

- a. Create an Office of Rural Affairs
- b. Assist communities with performing housing needs assessments
- c. Create a recognition program for Empowered Rural Communities
- d. Optimize the existing broadband grant program and identify a consistent source of funding

OEDC submitted a grant proposal to John Deere Foundation recently to provide financial support for a variety of activities in fiscal year 2020. We won't hear about the disposition of that until Spring.

O'Town O'ptimist, OEDC's monthly newsletter, has all of this information, and all of our articles are now archived on the website. It is always a source of information on our work.

	Item No. <u>F1.</u>
tablicate Bin Bin Start and the start and	
2019 JACIZY OF OTTUMW CITY OF Staff Summary OTTUMPING WAR	<b>A</b>
Council Meeting of : Jan 8, 2019	
Health & Inspections Department City Administrator Approval	Jody Gates Prepared By Kevin C Flanagan Department Head
AGENDA TITLE: Bid review and contract award for the asbes of 206 East Court	tos removal and demolition
**************************************	**************************************
RECOMMENDATION: Accept the best bids from Environment removal, bid \$1,500 and Tim Skinner T \$8,896 and award the contracts.	
DISCUSSION: Bids for this project were accepted until 2:00 F	

4 bids were received. The best bids were received from Environmental Edge for asbestos removal at a cost of \$1,500 and Tim Skinner Trucking for demolition of the structure at a cost of \$8,896. The bid tab is attached.

Bid Tab for 206 E Court			
Name	Asbestos Bid	Demolition Bid	Total Bid
Tim Skinner	X	\$8,896	\$8,896
Dan Laursen	X	\$9,400	\$9,400
Weston McKee	\$2,500	\$8,500	\$11,000
Environmental Edge	\$1,500	X	\$1,500
* McKee did not permit his bid t	o be separated so best bids a	re from EE and Skinner	

Initial Form Here



## REQUEST FOR BID FOR DEMOLITION AND ASBESTOS REMOVAL AND DISPOSAL

## **BID FORM**

Address	Demolition Bid	Asbestos Bid	Total Line Bid
206 East Court	D 896 9	X	8892 =

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

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

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

The Successful Bidder shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects over \$5,000. A cashier's check, a

certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

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

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

TIM SKINNER TRUCKING & EK CUC Signature

4

τ

Address

Printed Name

\_\_\_\_\_\_ Telephone

5250/ OTTUmwA City, State, Zip TH

<u>12-2</u> Date

E-mail Address

Initial Form Here



## REQUEST FOR BID FOR DEMOLITION AND ASBESTOS REMOVAL AND DISPOSAL

## **BID FORM**

Address	Demolition Bid	Asbestos Bid	Total Line Bid
206 East Court	NO Bid	91,500.00	\$1,500.~

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

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

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

The Successful Bidder shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects over \$5,000. A cashier's check, a

D Initial Form Here

certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

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

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

anature

639 Mill St.

m, <u>FA. 57501</u> p <u>OMSn.Com</u>

E-mail

Environmental Edge In Smith

Printed Name

-4483

Telephone Number

12-27-2018

Date