# TENTATIVE AGENDA OTTUMWA CITY COUNCIL 

REGULAR MEETING NO. 1
January 8, 2019
Council Chambers, City Hall
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.
8. 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:
9. Massage Therapy Business Licensing Ordinance will be presented on January 22, 2019
10. MOU-Maintenance, Funding and Responsibilities - Streetscape - will be presented to Council on January 22, 2019
11. 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:
12. 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<br>*** 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 dav prior to the scheduled meeting to request an<br>accommodation. ***

$2 \mid \mathrm{Page}$



FAX COVER SHEET

City of Ottumwa
DATE: $\qquad$ TIME: $\qquad$
3:45 PM NO. OF PAGES_3
(Including Cover Sheet)

TO: $\qquad$ CO : $\qquad$
FAX NO: $\qquad$
FROM:_Christina Reinhard
FAX NO: 641-683-0613
PHONE NO: 641-683-0620

MEMO: . Tentative Agenda for the Regular City Council Meeting \#01 to be held on 1/8/2019
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| KTVO | $01-03$ | $15: 58$ | $00: 02: 10$ | $003 / 003$ | OK |
| Ottuman Courier | $01-03$ | $16: 04$ | $00: 00: 57$ | $000 / 003$ | No Ans |
| KBIZ/KTHA | $01-03$ | $16: 05$ | $00: 00: 57$ | $000 / 003$ | No Ans |
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FAXCOVER SHEET

City of Ottumwa
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FAXINO: $\qquad$ PHONE NO: $\qquad$ 641-683-0620 $\qquad$

MEMO: $\qquad$ Tentative Agenda for the Regular City Council Meeting \#01 to be held on $1 / 8 / 2019$

REGULAR MEETING NO. 39
December 18, 2018
Council Chambers, City Hall

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?

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

CITY OF OTTUMWA
SYSTEM DATE 12/13/2018
FILES ID

STATEMENT OF CHANGES IN CASH BALANCE AS OF 11/30/2018


| 001 | GENERAL OPER |
| :---: | :---: |
| 002 | PARKING RAMP |
| 110 | ROAD USE TAX |
| 112 | EMPLOYEE BEN |
| 119 | EMERGENCY FU |
| 121 | SALES TAX 1\% |
| 124 | VOGEL URBAN |
| 125 | WESTGATE TIF |
| 126 | AIRPORT TIF |
| 127 | PENNSYLVANIA |
| 128 | WILDWOOD HWY |
| 129 | RISK MANAGEM |
| 131 | AIRPORT FUND |
| 133 | LIBRARY FUND |
| 135 | CEMETERY FUN |
| 137 | HAZ-MAT FUND |
| 141 | 2018 UPPER S |
| 142 | HOAP/HILP ES |
| 143 | EPA BROWNFIE |
| 144 | 2013 CDBG HO |
| 145 | DOWNTOWN REV |
| 146 | DOWNTOWN STR |
| 147 | CDBG P-2 MAS |
| 148 | 2016 OWW CDB |
| 151 | OTHER BOND P |
| 167 | FIRE BEQUEST |
| 169 | START UP FUN |
| 171 | RETIREE HEAL |
| 173 | LIBRARY BEQU |
| 174 | COMMUNITY DE |
| 175 | POLICE BEQUE |
| 177 | HISTORIC PRE |
| 200 | DEBT SERVICE |
| 301 | STREET PROJE |
| 303 | AIRPORT PROJ |
| 307 | SIDEWALK \& C |
| 309 | PARK PROJECT |
| 311 | LEVEE PROJEC |
| 313 | EVENT CENTER |
| 315 | SEWER CONSTR |
| 320 | WEST END FLO |
| 501 | CEMETERY MEM |
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| 610 | SEWER UTILIT |
| 611 | SEWER SINKIN |
| 612 | STORM WATER |
| 613 | SEWER IMPROV |
| 670 | LANDFILL FUN |
| 671 | LANDFILL RES |
| 673 | RECYCLING |
| 690 | TRANSIT FUND |
| 695 | 1015 TRANSIT |
| 720 | BRIDGEVIEW E |
| 750 | GOLF COURSE |
| 810 | POOLED INVES |
| 820 | PAYROLL CLEA |
| 840 | EQUIPMENT PU |
| 860 | GROUP HEALTH |

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OUTSTANDING CHECKS

TREASURY BALANCE
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| 537.98 | 147860.23 |
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| 1425.00 | 838457.93 |
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| 205.02 | 772198.47 |
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|  | 91848.57 |
|  | 1783.17 |
|  | 2066096.62 |
| 64639.53 | 510106.81 |
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LIBRARY MAT. -JAMES ESTATE
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CAPITAL IMPROVEMENTS
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MISC CONTRACT WORK
HAZARDOUS WASTE DISPOSAL
GROUNDS MAINT \& REPAIR
VHCL MTCE SUPPLIES
VHCL MTCE SUPPLIES
VHCL-FUEL
OFFICE SUPPLIES
TRAINING
LIBRARY MAT. -JAMES ESTATE

LRAINING MAT.-JAMES ESTATE PHOTOCOPIES

ENGINEERING
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TOOLS \& SMALL EQUIP
MEDICARE PREMIUMS
VHCL MTCE SUPPLIES
REFUSE HAULING
TREE TRIMMING

OPERATING SUPPLIES
TELEPHONE/IT
TRAVEL \& CONFERENCE
CONTRACTUAL SERVICES
SUSTENANCE SUPPLIES
BLDG MAINT \& REPAIR


##  <br> Check



## EPORT DATE $12 / 13 / 2018$ <br> REPORT DATE

 YSTEM DATE 12
## Vendor \# Vendor Name

## ABC PEST CONTROL INC. ACCENT WIRE

 $\begin{array}{lll}\text { ACCENT WIRE } & 199266 & 11 / 02 / 2018 \\ \text { AFLAC } & 199350 & 11 / 09 / 2018 \\ \text { AFSCME /IA COUNCIL 61 } & 199630 & 11 / 30 / 2018\end{array}$ AGRILAND FS, INC. $19935111 / 09 / 2018$ $\begin{array}{ll}199267 & 11 / 02 / 2018 \\ 199352 & 11 / 09 / 2018\end{array}$ $19926811 / 02 / 2018$ $\begin{array}{ll}199353 & 11 / 09 / 2018 \\ 199270 & 11 / 02 / 2018\end{array}$


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CITY OF OTTUMWA
VENDOR PAYMENT REPOR


## 






$19948811 / 16 / 2018$
$19957611 / 21 / 2018$


EARL MAY SEED \& NURSERY
EBSCO INFORMATION SERVICE 199490
$111 / 16 / 2018$

 ELLIOTT OIL COMPANY 199578 11/21/2018 $\begin{array}{lll}\text { EMBLEM ENTERPRISES INC } & 19929211 / 02 / 2018 \\ \& & 199651 & 11 / 30 / 2018\end{array}$ $\begin{array}{ll}\text { ENVIRONMENTAL PRODUCTS \& } \\ \text { EVIDENT INC. } & 199629311 / 02 / 2018\end{array}$















| 24,490.79 | LEGAL FEES |
| :---: | :---: |
| 63.00 | STREET MAINT SUPPLIES |
| 208.51 | LAB SUPPLIES |
| 5,978.60 | LEGAL FEES |
| 54.91 | VHCL MTCE SUPPLIES |
| 112.00 | OTHER PROF SERV |
| 6,388.00 | OTHER CAPITAL EQUIP |
| 1,310.60 | SEWER/DRAINAGE SUPPLIES |
| 74.00 | ADVERT/LEGAL PUBL |
| 505.00 | OPERATING SUPPLIES |
| 3,966.15 | OPERATING SUPPLIES |
| 81.93 | OPERATING SUPPLIES |
| 30.00 | TRAINING |
| 4,533.00 | ICMA DEF COMP PAYABLE |
| 13,936.87 | WORKMENS COMPENSATION |
| 6,110.01 | POLICE W/C 411 CLAIMS |
| 500.00 | IMWCA TPA FEES |
| 234.37 | STREET MAINT SUPPLIES |
| 134.00 | MISC CONTRACT WORK |
| 68.00 | JANITORIAL |
| 305.00 | EMPLOYEE PHYSICALS/TESTS |
| 831.14 | CONTRACTUAL SERVICES |
| 4,128.90 | LIBRARY MAT.-JAMES ESTATE |
| 351.85 | VHCL MTCE SUPPLIES |
| 1,264.00 | TRAINING |
| 300.00 | TRAINING |
| 429,775.30 | CONTRACTUAL SERVICES |
| 550.00 | OTHER PROF SERV |
| 281.70 | TELEPHONE/IT |
| 3,976.30 | SMALL FURN/FIXTURES |
| 11,800.00 | WEED MOWING |
| 1.997.60 | ENGINEERING |
| 134.75 | OPERATING SUPPLIES |
| 536.50 | OPERATING SUPPLIES |
| 3,124.00 | CAPITAL IMPROVEMENTS |
| 195.44 | TRAVEL \& CONFERENCE |
| 47.45 | TOOLS \& SMALL EQUIP |
| 489.98 | GRANT |
| 458.95 | SUSTENANCE SUPPLIES |
| 1,007.64 | TOOLS \& SMALL EQUIP |
| 8.72 | TRAVEL \& CONFERENCE |
| 18,322.05 | INFRASTRUCTURE |
| 159.00 | MISCELLANEOUS |
| 734.95 | BLDG MAINT \& REPAIR |
| 100.00 | PROGRAM SUPPLIES |
| 225.50 | EQUIP REPAIR |
| 56.00 | JANITORIAL |
| 7,013.69 | VHCL-FUEL |
| 9,400.00 | CONTRACTUAL SERVICES |
| 19,800.00 | CONTRACTUAL SERVICES |
| 206.87 | TRAVEL \& CONFERENCE |
| 3,723.27 | TIRE DISPOSAL |
| 3,350.00 | CONIRACTUAL SERVICES |
| 223.00 | TECHNOLOGY SERVICES |


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

[^0]| Vendor \# Vendor Name | Check Check |
| :--- | :--- |
|  | Number Date |

LOKTRONICS SECURITY CORP 199414 11/09/2018


| $19960011 / 21 / 201$ |
| :--- |
| 199678 |
| $191 / 30517$ |
| $11 / 16 / 2018$ |




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-
or






199429 11/09/2018

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 $\stackrel{a}{a}$
CITY OF OTTUMWA
VENDOR PAYMENT REPORT

| 6,720.00 | MISCELLANEOUS |
| :---: | :---: |
| 561.00 | OTHER PROF SERV |
| 182.43 | CONTRACTUAL SERVICES |
| 728.43 | BLDG MAINT \& REPAIR |
| 7,266.83 | VHCL MTCE SUPPLIES |
| 322.46 | VHCL MTCE SUPPLIES |
| 99.99 | TECHNOLOGY SERVICES |
| 478.25 | POSTAGE \& SHIPPING |
| 6,760.00 | CAPITAL IMPROVEMENTS |
| 1,428.41 | VHCL MTCE SUPPLIES |
| 293.57 | OTHER MAINT \& REPAIR |
| 26,505.00 | CAPITAL IMPROVEMENTS |
| 130.91 | SUSTENANCE SUPPLIES |
| 7,129.66 | EQUIP REPAIR |
| 123.30 | LIBRARY MAT.-JAMES ESTATE |
| 90.00 | FINES-RED SPEED |
| 155.00 | RAMP MAINT \& REPAIR |
| 1,806.65 | VHCL MTCE SUPPLIES |
| 1,213.15 | OPERATING SUPPLIES |
| 52.00 | BOOKS FILMS RECORDING/ART |
| 6.00 | TRAVEL \& CONFERENCE |
| 16.54 | MISCELIANEOUS |
| 261.78 | GROUNDS MAINT \& REPAIR |
| 126.50 | OPERATING SUPPLIES |
| 24.00 | TOOLS \& SMALL EQUIP |
| 3,000.00 | OTHER SMALL CAPITAL |
| 7,428.36 | OTHER SMALL CAPITAL |
| 120.00 | TOOLS \& SMALL EQUIP |
| 458.89 | BUILDING MAINTENANCE REPA |
| 30.00 | DUES \& MEMBERSHIPS |
| 60.00 | MISCELLANEOUS |
| 530.77 | TOOLS \& SMALL EQUIP |
| 17,780.00 | CONTRACTUAL SERVICES |
| 671.07 | TOOLS \& SMALL EQUIP |
| 3,664.00 | OPERATING SUPPLIES |
| 87.55 | ELECTRIC |
| 368.50 | OTHER PROF SERV |
| 26.00 | CONTRACTUAL SERVICES |
| 67,600.00 | CONTRACTUAL SERVICES |
| 597.24 | SUSTENANCE SUPPLIES |
| 20.00 | LIBRARY MAT.-JAMES ESTATE |
| 104.24 | TOOLS \& SMALL EQUIP |
| 524.50 | OPERATING SUPPLIES |
| 28,743.14 | CONTRACT EMPLOYEES |
| 85.00 | OPERATING SUPPLIES |
| 537.00 | CONTRACTUAL SERVICES |
| 3,280.60 | PUBLIC WKS UNION DUE PAYA |
| 10,558.47 | ENGINEERING |
| 249.95 | TOOLS \& SMALL EQUIP |
| 45.94 | POSTAGE \& SHIPPING |
| 211.74 | STREET MAINT SUPPLIES |
| 2,984.03 | VHCL MTCE SUPPLIES |
| 1,890.00 | SALES TAX PAYABLE |
| 450.00 | TRAVEL \& CONFERENCE |

$\begin{array}{ll}\text { REPORT DATE } & 12 / 13 / 2018 \\ \text { SYSTEM DATE } & 12 / 13 / 2018\end{array}$ 0
PETTY CAS




 PETTY CASH-ANNUAL DINNER PLUMB SUPPLY COMPANY-OT PORODUCTIVITY PLUS ACCOUNT PROFESSIONAL $\begin{array}{llll}\text { PROFESSIONAL COMPUTER } & 199440 & 11 / 09 / 2018 \\ \text { PURCHASE POWER } & 199531 & 11 / 16 / 2018 \\ \text { QCI THERMAL SYSTEMS, INC. } & 199441 & 11 / 09 / 2018\end{array}$ | QCI THERMAL SYSTEMS, INC. | 199441 | $11 / 09 / 2018$ |
| :--- | ---: | :--- |
| QUALITY SERVICES 561 | 199532 | $11 / 16 / 2018$ | RMW SERVICES 199323 11/02/2018 $\begin{array}{lll}\text { R.G. CONSTRUCTION, LLC } \\ \text { R \& R INDUSTRIES, INC. } & 199533 & 11 / 16 / 2018 \\ 11 / 21 / 2018\end{array}$ RACOM CORPORATION $19953411 / 16 / 2018$ RECORDED BOOKS INC REED \& REED, INC 199535 11/16/2018 RELIANT FIRE APPARATUS, IN 199443 11/09/2018 $\begin{array}{llll}\text { RESIDENTIAL RENOVATORS LL } 199444 & 11 / 09 / 2018 \\ \text { RESOURCE RECYCLING } & 199325 & 11 / 02 / 2018\end{array}$ JOSHUA REYNOLDS $\quad 199445$ 11/09/2018 GAIL ROBERTS $\quad 199446$ 11/09/2018 ROTO-ROOTER $\quad 199536$ 11/16/2018 JOHN SANDEGREN HEATING 199537 11/16/2018

 SAUL MINEROFF ELECTRONICS $19961911 / 21 / 2018$ $\begin{array}{llll}\text { SCHUMACHER ELEVATOR CO } & 199538 & 11 / 16 / 2018 \\ \text { SECRETARY OF STATE } & 199539 & 11 / 16 / 2018\end{array}$ DONNA B SHUMAKER $\quad 19944911 / 09 / 2018$ TIM SKINNER TRUCKING AND 199540 11/16/2018 SNAP-ON-TOOLS 199451 11/09/2018 SOLENIS $\quad 19932811 / 02 / 2018$ $\begin{array}{lll}\text { SOUTHERN IOWA ELECTRIC } & 199542 & 11 / 16 / 2018 \\ \text { STANARD \& ASSOC INC } & 199543 & 11 / 16 / 2018\end{array}$ STATE HYGIENIC LABORATORY 199544 11/16/2018 $\begin{array}{llll}\text { STEGER CONSTRUCTION INC } & 199545 & 11 / 16 / 2018 \\ \text { THE STITCH DOCTOR } & 199329 & 11 / 02 / 2018\end{array}$ LARRY A STONE 199693 11/30/2018
 SUEZ WTS USA, INC. $\begin{aligned} & 19962111 / 21 / 2018 \\ & 199453 \\ & 11 / 09 / 2018\end{aligned}$






 8T0Z/9T/LT 05566T ASI HDIJJO Sצg Mnsveril



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

CITY OF OTTUMWA

## 20180EC 31 A1 8:3i STAFF SUMMARY



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.

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 $2-y e a r ~ s t e p ~ o f ~ \$ 19.71 ~ p e r ~$ hour. This is a Civil Service position covered by the Public Works Collective Bargaining Agreement.

# CITY OF OTTUMWA Staff Summary 


** ACTION ITEM **


Council Meeting of: Jan 8, 2019

## Jody Gates



Prepared By
$\frac{\text { Kevin C Flanagaptree }}{\text { Department Head }}$

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.

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 l-1. A public hearing is set for January 22, 2019 to consider the offer.

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, lowa, 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 $48^{\prime} \times 98^{\prime}$ 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 $22^{\text {nd }}$ day of January 2019 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, lowa, 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 $8^{\text {th }}$ day of January 2019.

City of Ottumwa, lowa

Tom X. Lazio, Mayor
ATTEST:

Christina Reinhard, City Clerk

CITY OF BRIDGES

Petition No.: 5044-2018

## Petitioner Information:

Name: Alissa Welch
Address: 224381 230th Street, Dallas Center, IA 50063
Phone Number: (515) 494-0440
Pelition contains the required number of signatures.
Summary of Petition:
Purchase 1543 Mable St., City owned more than 5 yrs., empty lot, to build a $48 \times 98$ metal building. Offer $\$ 250$, deposit $\$ 50$.

## ********************************************************************** <br> 1. Engineering Department <br> $\checkmark$ Approve <br> Deny <br> LBS <br> Comments: <br> Date 1 -27-18 Dept Initials <br> 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

## CITY OF OTTUMWA Staff Summary <br> ** ACTIONTTEM

Council Meeting of : Jan 8, 2019

## Jody Gates



AGENDA TITLE: Resolution No. 3-2019, a Resolution setting January 22, 2019 as the date of a public hearing on the disposition of city owned property located 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.
$\square$

## 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, lowa 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 $22^{\text {nd }}$ day of January 2019 at 5:30 PM in the City Council Chambers located at 105 East Third Street in the City of Ottumwa, lowa, 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 $8^{\text {th }}$ day of January 2019.

City of Ottumwa, lowa

Tom X. Lazio, Mayor

## ATTEST:

CITY OF
OTTUMWA

$$
\text { Petition No.: } \quad 5047-2018
$$

## Petitioner Information:

Name:
Brothers Holding Trust (Peggy Palms)
Address:
PO Box 428, Fairfield, IA 52556
Phone Number: ${ }^{\text {(828) 265-1008 }}$
Petition contains the required number of signatures.
Summary of Petition:
Purchase Offer for 108 E. Court St. - $\$ 250$ owns property next to it, city owns less than 5 yrs. Deposit $\$ 50$, to combine with two parcels adjacent to it.




[^1]CITY OF OTTUMWA

## 2019 JMA - 2 Alll: 2 i Staff Summary OT: <br> ** ACTION ITEM ${ }^{* *}$

Council Meeting of: January 8,2018


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 $\quad \$ 33,678.00$
Engineers estimate: $\quad \$ 37,000.00$

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 $8^{\text {th }}$ day of January, 2019.

> CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor
ATTEST:

Christina Reinhard, City Clerk

THIS AGREEMENT, made and entered into this $\qquad$ 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.


#### Abstract

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 $\mathbf{1 5}$ 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.


#### Abstract

ARTICLE III THE CONTRACT SUM. The Owner shall pay the Contractor the sum of $\$ \mathbf{3 3}, 678.00$ 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.


#### Abstract

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 $\$ \mathbf{3 0 0}, 000$ for each person bodily injury and $\mathbf{\$ 1 , 0 0 0 , 0 0 0}$ per occurrence of or aggregate limit, or $\mathbf{\$ 1 , 0 0 0 , 0 0 0}$ 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 $\qquad$
Title $\qquad$ Mayor

## ATTEST:

Title $\qquad$ City Clerk


## 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
(Address of Contractor)
a
LLC
``` \(\qquad\)
```

(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:
\begin{tabular}{c} 
City of Otlumwa. Iowa \\
(Name of Owner) \\
105 East Third Streat. Ottumwo Iowa 52501 \\
\hline
\end{tabular}

105 Fast Third Street. Oftumwa, Iowa 52501
(Address of Owner)
hereinafter called OWNER, in the penal sum of Thity-three Thousand Six Hundred Seventy-eight and no/100 (\$33.67800 \(\qquad\) ) 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 Decempr, 2018, a copy of which is hereto attached and made a part hereof for the construction of:

\section*{Milner Pump Station Removal}

\section*{Otturaws, 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 tern 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 shail fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICA'TIONS 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:
(Principal) Secretary


ATTEST:


PO Box 71
Fairfield, IA 52556
15476 Emerald Rd
Douds, IA 52551-8104
(Address)


DC Concrete \& Construction, LLC


\section*{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:

\author{
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 \(21^{\text {st }}\) 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 presidentur undersignedt. and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest
mondoder Cumand
Christopher C. Zwygart Secretary

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.


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


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.

\section*{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 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 whercas, 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:

\section*{Milner Pump Station Removal}

\section*{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 docs 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 \(\quad 27\) day of .__ December ____, 2018.

ATTEST:
(Principal) Secretary

\(\frac{\text { Douds, IA 52551-8104 }}{\text { (Address) }}\)

THE SILVER LINING*

Bond No. 2399724

\section*{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:

\section*{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 st 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.


Christopher C. Zwygart Secretary



Kevin A. Steiner
Chief Executive Officer/Ptesident
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.


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


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.

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 INSURERS), 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 endorsements).



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

\section*{CERTIFICATE HOLDER}

City of ottumwa
105 F 3rd Street
Ottumana, IA 52501

\section*{CANCELLATION}

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZE REPRESENTATIVE


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.
b. 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. lowa 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 \(\mathrm{C} \& \mathrm{C}\) 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 lowa.
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. \(1^{\text {st }}\), and work is scheduled to begin April \(29^{\text {th }}\).
6) MISC-

In July, I was appointed to a 2 year term on the Governor's taskforce for Empowering Rural lowa. 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.

\title{
2010 CITY \(\mathrm{OF}_{9}\) OTTUMWA Staff Summary \\ ** ACTION ITEM **
}

Council Meeting of :
Jan 8, 2019
Jody Gates


AGENDA TITLE: Bid review and contract award for the asbestos removal and demolition of 206 East Court


RECOMMENDATION: Accept the best bids from Environmental Edge for asbestos removal, bid \$1,500 and Tim Skinner Trucking for demolition, bid \(\$ 8,896\) and award the contracts.

DISCUSSION:
Bids for this project were accepted until 2:00 PM December 27, 2018 and 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.
\begin{tabular}{|l|r|r|r|}
\hline Bid Tab for 206 E Court & & & \\
\hline Name & & & \\
\hline Tim Skinner & Asbestos Bid & Demolition Bid & Total Bid \\
\hline Dan Laursen & \(\mathbf{x}\) & \(\$ 8,896\) & \(\$ 8,896\) \\
\hline Weston McKee & \(\mathbf{x}\) & \(\$ 9,400\) & \(\$ 9,400\) \\
\hline Environmental Edge & \(\$ 2,500\) & \(\$ 8,500\) & \(\$ 11,000\) \\
\hline & \(\$ 1,500\) & & X \\
\hline * McKee did not permit his bid to be separated so best bids are from EE and Skinner & \(\$ 1,500\) \\
\hline
\end{tabular}

\section*{REQUEST FOR BID FOR DEMOLITION AND ASBESTOS REMOVAL AND DISPOSAL}

BID FORM
\begin{tabular}{|l|c|c|c|}
\hline Address & \begin{tabular}{c} 
Demolition \\
Bid
\end{tabular} & \begin{tabular}{c} 
Asbestos \\
Bid
\end{tabular} & \begin{tabular}{c} 
Total Line \\
Bid
\end{tabular} \\
\hline \begin{tabular}{c} 
206 East \\
Court
\end{tabular} & 8896 & & \(8896 \infty\) \\
\hline & & & \\
\hline & & & \\
\hline & & & \\
\hline
\end{tabular}

T工 Initial here if you are willing to have individual portions of your bid considered for
It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal, which in its opinion, is in the best interest of the City.

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

The Successful Bidder shall then provide a performance bond with corporate surety to one hundred percent ( \(100 \%\) ) of the bid price on all projects 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.


\footnotetext{
E-mail Address
}

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\section*{BID FORM}
\begin{tabular}{|l|l|l|l|l|}
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Demolition \\
Bid
\end{tabular} & \begin{tabular}{c} 
Asbestos \\
Bid
\end{tabular} & \begin{tabular}{c} 
Total Line \\
Bid
\end{tabular} \\
\hline \begin{tabular}{c} 
206 East \\
Court
\end{tabular} & \begin{tabular}{c} 
No \\
Bid
\end{tabular} & \(\$ 9,500.00\) & \(\$ 1,500.2\) \\
\hline & & & \\
\hline & & & \\
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\hline
\end{tabular}

\(D 5\)award.

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OHtumun, IA. 52501
City, State, Zip
Custanpomsn.com
E-mail Address

\[
\frac{641-226-4483}{\text { Telephone Number }}
\]
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[^0]:    REPORT DATE $12 / 13 / 2018$
    REPORT DAT
    SYSTEM DAT
    FILES ID

[^1]:    ** 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

