



TENATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 7  
Council Chambers, City Hall

March 21, 2023  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

- A. ROLL CALL: Council Member Roe, Galloway, McAntire, Hull, Pope and Mayor Johnson.
- B. CONSENT AGENDA:
1. Minutes from Regular Meeting No. 6 on March 7, 2023 as presented.
  2. Order Accepting Acknowledgement/Settlement Agreement between the City of Ottumwa and Casey's Marketing Company, d/b/a Casey's #1678 (346 Richmond Ave.).
  3. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Ross Tobacco Shop (129 East Second St.).
  4. Cigarette Permit Applications for Dollar General #24713 (1235 Hutchinson Ave.).

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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

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

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

F. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Ottumwa Park Campground Shower House Parking Lot and Sewer Dump Station Project.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 32-2023, approving the plans, specifications, form of contract and estimated cost for the Ottumwa Park Campground Shower House Parking Lot and Sewer Dump Station Project.

RECOMMENDATION: Pass and adopt Resolution No. 32-2023.

2. This is the time, place and date set for a public hearing approving FY24 Maximum Property Tax Dollars.
  - A. Open the public hearing.
  - B. Close the public hearing.
  - C. Resolution No. 35-2023, approving the maximum property tax dollars for Fiscal Year 2024.

RECOMMENDATION: Pass and adopt Resolution No. 35-2023.

#### G. ORDINANCES:

#### H. DEPARTMENTAL, BOARD, OR COMMISSION RECOMMENDATIONS/REPORTS:

1. OADC Fairbanks pump replacement.

RECOMMENDATION: Approve the OADC Fairbanks pump replacement in the amount of \$12,468.00.

2. Elm Street Lift Station Pump #1 Repair.

RECOMMENDATION: Approve the Elm Street Lift Station Pump #1 repair in the amount of \$12,507.00

3. Historic Preservation Certified Local Government Annual Report.

RECOMMENDATION: Accept Certified Local Government Annual Report.

4. Consider rejecting all bids for asbestos and demolition of the condemned property at 530 W. Fourth St.

RECOMMENDATION: Reject all bids for asbestos and demolition of the condemned property at 530 W. Fourth St. and re-bid the project.

5. Consider rejecting all bids for asbestos and demolition of the condemned property at 734 Center St.

RECOMMENDATION: Reject all bids for asbestos and demolition of the condemned property at 734 Center St. and re-bid the project.

#### I. RESOLUTIONS:

1. Resolution No.31-2023, approve Fiber Optic Network Installation Agreement between the City of Ottumwa and Mahaska Communication Group, LLC and authorize the Mayor to sign said Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 31-2023.

2. Resolution No. 40-2023, approve Change Order #1 for the Blake's Branch Sewer Separation Phase 8, Division 1, East of Iowa Avenue Project, increases contract by \$6,000.00.

RECOMMENDATION: Pass and adopt Resolution No. 40-2023.

3. Resolution No. 41-2023, assessing 2022 Weed Mowing charges against certain lots in the City of Ottumwa, 15 properties for a total of \$26,527.67.

RECOMMENDATION: Pass and adopt Resolution No. 41-2023.

4. Resolution No. 42-2023, removing Special Assessment's applied to 121 S. Iowa Ave. on Resolutions #260-2020 and #209-2021 totaling \$1,359.00.

RECOMMENDATION: Pass and adopt Resolution No. 42-2023.

5. Resolution No. 43-2023, awarding the contract for Asbestos abatement and demolition of the condemned property at 517 Grant St. to Weston McKee for \$10,000 Asbestos removal and \$10,400 Demolition total \$20,400.00.

RECOMMENDATION: Pass and adopt Resolution No. 43-2023.

6. Resolution No. 44-2023, awarding the contract for Asbestos abatement and demolition of the condemned property at 1016 S. Weller St. to Environmental Edge for \$2,400 Asbestos removal and \$4,600 Demolition total \$7,000.00

RECOMMENDATION: Pass and adopt Resolution No. 44-2023.

7. Resolution No. 45-2023, approving the North Market Façade Project (CDBG 20-CVN-024) Change Order #7 & #8, increasing by \$4,478.36 total contract \$297,695.28, City's contribution would be 25%.

RECOMMENDATION: Pass and adopt Resolution No. 44-2023.

#### 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. MAYOR/CITY COUNCIL REPORT AND/OR COMMUNICATIONS

##### ADJOURN

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

OTTUMWA CITY COUNCIL MINUTES

Item No. B-1.

REGULAR MEETING NO. 6  
Council Chambers, City Hall

March 7, 2023  
5:30 O'Clock P.M.

The meeting was called to order at 5:40 P.M.

A moment of silence was observed for Skip Stevens, City of Ottumwa Retiree and Council Member from 2013-2021.

Present were Council Member Pope, Roe, McAntire, Hull and Mayor Johnson.  
Council Member Galloway was absent.

Hull moved, seconded by Pope to approve consent agenda items: Mins. from Regular Mtg. No. 5 on Feb. 21, 2023 as presented; Ack. Dec. financial stmts. and pymt. of bills as submitted by Finance Dept.; Approve State and Community Hwy. Safety Grant submission to Governor's Traffic Safety Bureau and auth. Mayor and Chief of Police to sign all related docs.; Fixing March 21, 2023 as the date for public hearing approving plans, specs., form of contract and est. cost for Campground Shower House Parking Lot and Sewer Dump Station Project; Beer and/or liquor applications for: MAD Ave. Quick Shop, 405 S. Madison Ave.; Pizza Hut, 1247 Theater Dr.; all applications pending final inspections. Motion carried 4-1. Absent: Galloway.

Roe moved, seconded by McAntire to approve the agenda as presented. Motion carried 4-1. Absent: Galloway.

City Admin. Rath gave the floor to Council person Roe to provide a quarterly update on Greater Ottumwa Partners in Progress (GoPIP).

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

Roe moved, seconded by Hull to reject bids rec'd on City Hall Improvements Project. PW Dir. Seals reported two bids rec'd, both exceeding the opinion of probable cost. Recommendation is to revisit the design and look for alternate material selections and evaluate options to separate projects and methods to reduce uncertainty in bid items that lead to higher base prices. Motion carried 4-1. Absent: Galloway.

McAntire moved, seconded by Pope to consider Greater Ottumwa Park Tennis Complex – Ph. 1 Bids. Comm. Dev. Dir. Simonson reported one bid rec'd from PCC Sports in the amt. \$2,483,771 for the base bid. PCC also proposed reviewing nine areas for value engineering to reduce the bid sum. Engineer's est. of cost is \$2.2 Million. Staff recommendation is to reject the bid.

Hull moved, seconded by Roe to reject bid rec'd and design new plans based upon the nine areas identified for value engineering for rebidding process. Motion carried 4-1. Absent: Galloway.

McAntire moved, seconded by Roe that Res. No. 33-2023, approving amendment to Professional Services Agt. between City of Ottumwa and Veenstra & Kimm, Inc. to add construction services for CSO Blake's Branch, Ph. 8, Div. 1, East of Iowa Ave. Project, be passed and adopted. Seals reported the total fee for General Services during construction shall not exceed \$46,200 and the total feel for Resident Review and Construction Staking shall not exceed \$131,300. Motion carried 4-1. Absent: Galloway.

Hull moved, seconded by McAntire that Res. No. 34-2023, set March 21, 2023 at 5:30 P.M. for Public Hearing on FY24 Max Tax Levy. Rath reported due to the passage of SF181 and the impacts upon the taxable valuation, it is proposed to revise the max levy to adjust for the anticipated impacts to the levy. Proposed max tax levy is \$22.01 which is an increase of \$0.79. Motion carried 4-1. Absent: Galloway.

Roe moved, seconded by Hull that Res. No. 36-2023, register opposition to Proposed Legislative Changes related to City Finance, be passed and adopted. Rath reported SF356 and SSB1125 will affect revenue growth caps, extended rollback reduction for certain properties, repealing the Local Option Sales & Service Tax (LOSST) for Iowa cities, and other changes in established city finance law. Upon review and consideration of the city finance proposals currently under review by the Iowa Legislatures, the City Council of the City of Ottumwa has determined that the proposed changes to the city finance system are not in the best interest of the citizens of Ottumwa, are unnecessary and would have a negative impact on the city and its citizens. Motion carried 3-2. Ayes: Roe, McAntire, Hull. Nays: Pope. Absent: Galloway.

Hull moved, seconded by McAntire that Res. No. 37-2023, adopting Policy Stmts. governing the operation of City of Ottumwa's West End Ignited Gateway Transformation Fund Grant Program, be passed and adopted. Simonson reported both the Comprehensive Plan and Housing Plan identify a need to develop neighborhood-level programming that supports home improvement. The Legacy Foundation will commit all funds for this project. The project will provide grants of up to \$5,000 per qualifying project for exterior home improvements beautification projects for residential projects on West Second St. from Kitterman Ave. west to the City limits. The required match is \$250. Motion carried 4-1. Absent: Galloway.

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

There being no further business, Roe moved, seconded by Pope that the mtg. adjourn. Motion carried 4-1. Absent: Galloway.

Adjournment was at 6:45 P.M.

ATTEST:

  
*Christina Reinhard*  
Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

*Richard W. Johnson*  
Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 3/16/2023.

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Mar 21, 2023

Christina Reinhard *cjr*  
Prepared By

Police  
Department

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

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Casey's Marketing Company d/b/a Casey's #1678.

\*\*\*\*\*

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

RECOMMENDATION: Authorize the Mayor to sign the Order Assessing Penalty 1st Violation with Casey's #1678 at 346 Richmond Avenue.

DISCUSSION: On February 7, 2023, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

Casey's Marketing Company  
d/b/a Casey's #1678  
346 Richmond Ave.  
Ottumwa, Iowa

The above-captioned permit holder committed a violation of Iowa Code Section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

cigarettes to any person under the twenty-one years of age and that this was a first violation of this statute. The above-captioned permit holder shall remit three hundred dollars (\$300.00) to the City on or before March 23, 2023 (30 days from the date of this Order). This sanction is consistent with Iowa code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1). The City Council shall authorize the Mayor to sign the order assessing penalty - 1st Violation.

# ORDER ASSESSING PENALTY 1<sup>ST</sup> VIOLATION

IN RE:

Casey's General Store #1678  
346 Richmond Avenue  
Ottumwa, Iowa 52501

Casey's Marketing Company  
P.O. Box 3001  
Ankeny, Iowa 50021-8045

## ORDER ACCEPTING ACKNOWLEDGEMENT / SETTLEMENT AGREEMENT

ON this 21st day of March, 2023, in lieu of a public hearing on the matter, the Ottumwa City Council approves the attached Acknowledgment / Settlement Agreement between the above captioned permittee and the City of Ottumwa.

Therefore, the Ottumwa City Council FINDS that the above captioned permittee has remitted to the City of Ottumwa a civil penalty in the amount of three hundred dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

CITY OF OTTUMWA

*Richard A. Johnson*  
Mayor

ATTEST:

*Christina Reinhard*  
City Clerk

02170184-1\10981-1000





Ahlers & Cooney, P.C.  
Attorneys at Law  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
Phone: 515-243-7611  
Fax: 515-243-2149  
www.ahlerslaw.com  
Logan S. Brundage  
515.246.0331  
lbrundage@ahlerslaw.com

March 6, 2023

**Via U.S. Mail**

Attn: Chris Reinhard, City Clerk  
City of Ottumwa  
105 E. Third Street  
Ottumwa, Iowa 52501

RE: Tobacco Violation – Casey’s #1678 Store Acknowledgement & Settlement

Chris,

Enclosed please find Casey’s executed Acknowledgement / Settlement Agreement for the Casey’s #1678 store’s first violation of Iowa Code section 453A.2(1), along with a check in the amount of \$300.00 to satisfy its penalty.

Please let us know if you have any questions.

Sincerely,

AHLERS & COONEY, P.C.

A handwritten signature in cursive script that reads 'Logan S. Brundage'.

Logan S. Brundage

LSB:gc

Enclosures: Acknowledgement / Settlement Agreement; Check No. 384239 – Payment of Penalty

**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
1<sup>ST</sup> VIOLATION**

---

IN RE:

Casey's General Store #1678  
346 Richmond Avenue  
Ottumwa, Iowa 52501

Casey's Marketing Company  
P.O. Box 3001  
Ankeny, Iowa 50021-8045

**ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT**

---

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for the amount of \$300 made payable to the "City of Ottumwa" to settle the above referenced complaint.

PERMITTEE

DocuSigned by:  
  
210A00708A0E022

Signature

Asst. Gen. Counsel

Title

2/28/2023

Date

CITY OF OTTUMWA

  
Signature

Asst. City Attorney

Title

6 March 2023

Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

**If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300 check made payable to the "City of Ottumwa", should be returned to:**

**Logan S. Brundage, Assistant City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309**



# Sales Receipt

Date	Sale No.
3/10/2023	93973

<b>Sold To</b>
Casey's General Store PO Box 3001 Ankeny, Iowa 50021

City of Ottumwa  
105 E Third St

Check No.	Payment Method	Project
384239	Check	#1678 - 346 Richmo...

Item	Description	Amount
001-110-4765	1st Violation - Tobacco Penalty (346 Richmond Ave)	300.00

	<b>Total</b>	\$300.00
--	--------------	----------



# Iowa Courts Online Electronic Docket Record Search

[Search Results](#)  
[Back](#)

[Print All Pages](#)

[Help](#)  
[Home](#)  
[New Search](#)

## Trial Court Case Details

[\[Summary\]](#) [Parties](#) [\[Long Title\]](#) [\[Filings\]](#) [Property/Lis Pendens](#) [\[Criminal Charges/Disposition\]](#) [Judgments](#)  
[Exhibits](#) [\[Financial\]](#) [\[Bonds\]](#) [Service Returns](#) [Traffic Details](#) [Register Now](#)

### Summary

Title: STATE OF IOWA VS TUN, MAY  
Case: 08901 SMSM048093 (WAPELLO)

EDMS

**Originating County**      **Created**

WAPELLO                      02/07/2023

**Disposition Status**      **Disposition Date**      **Reopened Date**      **Microfilm Ref**

GUILTY                      02/08/2023  
PLEA/DEFAULT

### Charges      Speedy Trial:

<u>Count</u>	<u>Original Charge</u>	<u>Offense Date</u>	<u>Charge Class</u>	<u>Adjudication</u>	<u>Adjudication Charge</u>	<u>Adjudication Class</u>
01	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	02/01/2023	SCHEDULED VIOLATION	GUILTY - NEGOTIATED/VOLUN PLEA	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	SCHEDULED VIOLATION

CN=John Q Public,O=JUDICIAL

[Logon](#)      [Register](#)

For exclusive use by the Iowa Courts  
© State of Iowa, All Rights Reserved

**CITY OF OTTUMWA  
NOTICE OF HEARING  
1<sup>ST</sup> VIOLATION**

February 23, 2023

Casey's Marketing Company  
d/b/a Casey's General Store #1678  
P.O. Box 3001  
Ankeny, Iowa 50021-8045

RE: Casey's General Store #1678  
346 Richmond Avenue  
Ottumwa, Iowa 52501

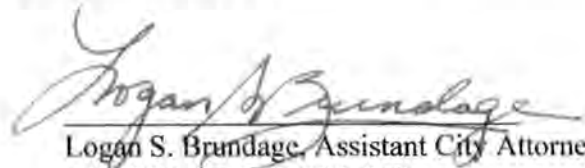
On February 1, 2023, the Ottumwa Police Department conducted compliance checks of local tobacco retailers to determine the degree of compliance with tobacco laws that prohibit the sale of tobacco to those under twenty-one years of age. During the compliance check of your business, one of your employees did sell a tobacco product to a seventeen-year-old, the employee was issued a citation for the violation, and the employee subsequently pled guilty to the charge. Upon review, I find that this is the first violation against your business for selling tobacco to an underage person. Section 453A.22(2)(a) of the Iowa Code requires that the City assess a civil penalty against a retailer in the amount of \$300.00 for the first violation of selling, giving, or otherwise supplying tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

Therefore, the City of Ottumwa has scheduled a hearing before the Ottumwa City Council to assess the civil penalty against you as required by Iowa Code. The hearing is set for 5:30 PM on Tuesday, March 21, 2023, in the City Council Chambers located at City Hall, 105 East Third Street, Ottumwa, Iowa. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300 civil penalty.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment / Settlement Agreement, returning the original copy, properly signed and dated, to Assistant City Attorney Logan Brundage, Ahlers & Cooney PC, 100 Court Avenue, Suite 600, Des Moines, Iowa 50309 no later than March 14, 2023. With this Acknowledgment / Settlement Agreement, you must include a check in the amount of \$300, made payable to the "City of Ottumwa". This will satisfy the penalty for a first violation under Iowa Code section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at (515) 243-0314, or if you have obtained representation by an attorney in this matter, he/she should contact me.



Logan S. Brundage Assistant City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
lbrundage@ahlerslaw.com

02163751-1\10981-1000

**CITY OF OTTUMWA  
HEARING COMPLAINT  
1<sup>ST</sup> VIOLATION**

---

IN RE:

Casey's General Store #1678  
346 Richmond Avenue  
Ottumwa, Iowa 52501

Casey's Marketing Company  
P.O. Box 3001  
Ankeny, Iowa 50021-8045

**HEARING COMPLAINT**

---

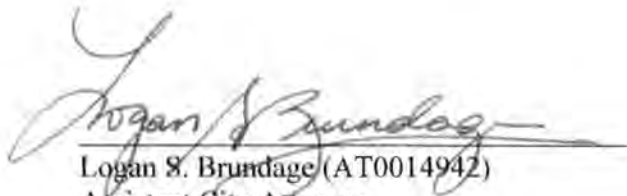
The City of Ottumwa hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”
2. Iowa Code section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of three hundred dollars (\$300.00) for a first violation of Iowa Code section 453A.2(1).
3. On or about February 1, 2023, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or



cigarettes to a person under twenty-one years of age. A copy of the citation and criminal conviction is attached and incorporated herein.

4. Therefore, in accordance with Iowa law, the City of Ottumwa requests the Ottumwa City Council find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of three hundred dollars (\$300.00) against Casey's Marketing Company, d/b/a Casey's General Store #1678.



Logan S. Brundage (AT0014942)  
Assistant City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
lbrundage@ahlerslaw.com

ATTORNEY FOR CITY OF OTTUMWA

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 22 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S #1678

Physical Location Address 346 RICHMOND AVE City OTTUMWA ZIP

52501 Mailing Address PO BOX 3001

City ANKENY State IA ZIP 50021

Business Phone Number 6416821258

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-381-5974 Fax Number 515-446-6303 Email MADI.PAULSON@CASEYS.COM

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store

Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store

Has vending machine that assembles cigarettes  Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print) DOUGLAD BEECH, ASST. SECRETARY, CASEY'S MARKETING

Name (please print) \_\_\_\_\_

Signature [Signature]

Signature \_\_\_\_\_

Date 4/1/2022

Date \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE**

- Fill in the amount paid for the permit: 100.00 + 7.14
- Fill in the date the permit was approved by the council or board: 6-7-2022
- Fill in the permit number issued by the city/county: 2137-2023
- Fill in the name of the city or county issuing the permit: Ottumwa
- New  Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**STATE OF IOWA  
RETAIL  
CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT**

City Number 2137-2023

*In accordance with laws of the state of Iowa, and the action of  
the City Council of Ottumwa, Iowa  
(City)*

*Business Location Name:* Casey's General Store #1678

*Business Location Address:* 346 Richmond Ave.

Ottumwa, IA 52501

*Ownership Type:* Corporation

*Legal Owner Name:* Casey's Marketing Company

*Legal Owner Mailing Address:* P.O. Box 3001

Ankeny, IA 50021-8045

*Type of Sales:* Over-the-counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products  
at the business location address above*

*in the City of Ottumwa County of Wapello, Iowa.*

*This permit is nontransferable, is effective from July 1, 20 22 and*

*automatically expires on June 30, 2023, unless suspended or revoked.*

*In Testimony Whereof, I have caused the seal of the said*

*City to be hereunto affixed. Done at Ottumwa,*

*in the State of Iowa, this 21 day of June, 20 22.*

*Issued By:* Christina Reinhard, City Clerk

*City Mayor or Clerk*

*Christina Reinhard CMC*



This copy to be posted by the retailer where the sale is to be made in plain view of the public.

STATE OF IOWA  
COUNTY OF WAPELLO  
CITY OF OTTUMWA

202300003116  
No 32786  
WAPELLO CO. COURTHOUSE  
MAGISTRATE COURT, 101 W. FOURTH

IN THE COURT AT \_\_\_\_\_

State of Iowa-Plaintiff vs.  A Municipality, Plaintiff vs.

NAME: TUN May TH Doh  
Last First Middle

ADDRESS: \_\_\_\_\_

CITY: Ottumwa STATE: Ia ZIP: 52501

SS/DL # \_\_\_\_\_ Type \_\_\_\_\_ State IA

DOB \_\_\_\_\_

The undersigned states that on or about 21 1 2023 at 6:30  a.m.  p.m.  
defendant did unlawfully:

COMMIT THE ACT OF selling Tobacco  
Product To Underage Person (17)

LOCATION OF OFFENSE 346 Richmond (Caseys)

IN VIOLATION OF: 2022 CODE OF IOWA, SECTION 453A.7  
LOCAL ORDINANCE: \_\_\_\_\_

REPORT TO THE ABOVE NAMED COURT ON  
21 8 2023 at 9:00  a.m.  p.m.

DATED: 21 1 2023 [Signature] 76  
Mo Day Year Complainant Signature T.D. No

I PROMISE TO APPEAR IN SAID COURT AT SAID TIME AND PLACE.

X MAY-TUN  
Signature of Defendant

Complainant Signature [Signature] 76

Subscribed and sworn to before me by [Signature]

this 6<sup>th</sup> day of February, 20 23

Judge \_\_\_\_\_ Magistrate \_\_\_\_\_ Notary \_\_\_\_\_ Clerk District Court [Signature] #167

805.5 Failure to appear. Any person who willfully fails to appear in court as specified by the citation shall be guilty of a simple misdemeanor and upon conviction shall be punished by a fine of not more than one hundred dollars or by imprisonment in the county jail not exceeding 30 days or by both such fine and imprisonment.

E-FILED 2023 FEB 07 9:26 AM WAPELLO - CLERK OF DISTRICT COURT  
ABSTRACT OF COURT RECORD

COURT NO. \_\_\_\_\_ CASE NO. \_\_\_\_\_

DOCKET NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_

FORFEIT BOND  BAIL CASH DEPOSIT \_\_\_\_\_

	PLEA	VERDICT
JURY TRIAL <input type="checkbox"/>	<input type="checkbox"/> GUILTY	<input type="checkbox"/> GUILTY
	<input type="checkbox"/> NOT GUILTY	<input type="checkbox"/> NOT GUILTY
		<input type="checkbox"/> DISMISSED

NO JURY TRIAL  
Or PROCEEDING

OTHER DISPOSITION \_\_\_\_\_

The Court Therefore Enters the Following Order This Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MO. DAY YR.

FINED \$ \_\_\_\_\_ Surcharge \_\_\_\_\_ Cost \$ \_\_\_\_\_

Incarceration in \_\_\_\_\_  
\_\_\_\_\_ Days

DATE: \_\_\_\_\_ Continued to: \_\_\_\_\_ REASON: \_\_\_\_\_

DATE: \_\_\_\_\_ Continued to: \_\_\_\_\_ REASON: \_\_\_\_\_

DATE: \_\_\_\_\_ WARRANT ISSUED: \_\_\_\_\_

TESTIMONY - JUDGES NOTES: (Other Orders)

\_\_\_\_\_  
Date Signature of person giving bail Signature of person taking bail

OFFICER'S NOTES:

WITNESSES:

IN THE IOWA DISTRICT COURT IN AND FOR WAPELLO COUNTY

THE STATE OF IOWA  
(or)  
(CITY OF OTTUMWA)

Before Magistrate \_\_\_\_\_  
Criminal Number \_\_\_\_\_

vs.  
Defendant: **Tan, May TH Dah**  
Address:

Ottumwa Police Case #: 202300003116

[REDACTED ADDRESS]

**COMPLAINT AND AFFIDAVIT**

The defendant is accused of the crime of Persons Under Legal Age (Selling Tobacco To Underage Person) in violation of section 453A.2 of the Iowa Criminal Code/2017 or section \_\_\_\_\_ of the City of Ottumwa Code in that the Defendant on or about the 1st day of February, 2023 at approximately 6:38 pm at 346 Richmond (Caseys), Ottumwa, Ia in Wapello County, did commit the act of Persons Under Legal Age (Selling Tobacco To Underage Person)

THEREFORE, Complainant requests that said Defendant, subject to bail or conditions of release where applicable, (1) be arrested or that other lawful steps be taken to obtain Defendants appearance in court; or (2) be detained, if already in custody, pending further proceedings, and that said Defendant otherwise be dealt with according to law.

Complainant [Signature]  
Signature of Complainant

STATE OF IOWA, County of **WAPELLO** ss., **Tan, May TH Dah** **AFFIDAVIT**

I, the undersigned, being duly sworn, state that the following facts known by me or told to me by other reliable persons form the basis for my belief that the Defendant committed this crime.

**Officers conducted a tobacco compliance check on licensed establishments that sell tobacco products. Upon officers sending in a person under the age of 21, the above defendant sold a Vuse Vape product that contains nicotine to the underage person. The above defendant did sell a vape product to a person under the age of 21. The above defendant was arrested and released on police citation.**

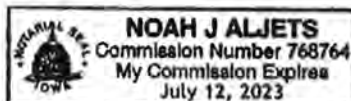
**(Simple Misdemeanor)**

Victim:  
Witness 1:  
Witness 2:

Subscribed and sworn to before me by the person(s) signing this Complaint and Affidavit on this the 6th day of February, 2023

[Signature]  
Signature of Affiant  
[Signature] #167  
Signature of Notary

Complaint and affidavit(s) filed and probable cause found that the defendant committed the offense charged.



\_\_\_\_\_  
Magistrate

# Iowa Courts Online Electronic Docket Record Search

[Search Results](#)  
[Back](#)

[Print All Pages](#)

[Help](#)  
[Home](#)  
[New Search](#)

## Trial Court Case Details

[\[Summary\]](#) [Parties](#) [\[Long Title\]](#) [\[Filings\]](#) [Property/Lis Pendens](#) [\[Criminal Charges/Disposition\]](#) [Jud](#)  
[Exhibits](#) [\[Financial\]](#) [\[Bonds\]](#) [Service Returns](#) [Traffic Details](#) Links in this section without a date for a specific record only. [Register](#) [By](#)

### Summary

Title: STATE OF IOWA VS TUN, MAY  
Case: 08901 SMSM048093 (WAPELLO)

EDMS

### Originating County

WAPELLO

### Created

02/07/2023

### Disposition Status

GUILTY  
PLEA/DEFAULT

### Disposition Date

02/08/2023

### Reopened Date

### Microfilm Ref

### Charges **Speedy Trial:**

<u>Count</u>	<u>Original Charge</u>	<u>Offense Date</u>	<u>Charge Class</u>	<u>Adjudication</u>	<u>Adjudication Charge</u>	<u>Adjudication Class</u>
01	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	02/01/2023	SCHEDULED VIOLATION	GUILTY - NEGOTIATED/VOLUN PLEA	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	SCHEDULED VIOLATION

CN=John Q Public,O=JUDICIAL

[Logon](#) [Register](#)

For exclusive use by the Iowa Courts  
© State of Iowa. All Rights Reserved



**AHLERS COON**  
ATTORNEYS

100 COURT AVENUE, SUITE 600

**CERTIFIED MAIL®**



7022 0410 0003 3352 3874

Hasler

02/24/2023

**US POSTAGE**

\$008.58<sup>0</sup>



ZIP 50309  
011E11680184

Casey's Marketing Company  
d/b/a Casey's General Store #1678  
P.O. Box 3001  
Ankeny, Iowa 50021-8045



# REVENUE

### Instructions on the reverse side

For period (MM/DD/YYYY) 07/01 / 01 / 22/23 through June 30, 23

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

#### Business Information:

Trade name/Doing business as: Dollar General Store #24713

Physical location address: 1235 Hutchinson Ave City: Ottumwa ZIP: 52501

Mailing address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072

Business phone number: 615-855-4000

#### Legal Ownership Information:

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgenercorp, LLC

Mailing address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072

Phone number: 615-855-4000 Fax number: \_\_\_\_\_ Email: tax-beerandwinelicense@dollargeneral.com

#### Retail Information:

Types of Sales: Over-the-counter  Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No

Types of Products Sold: (Check all that apply)

Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

#### Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store

Has vending machine that assembles cigarettes  Other  General Merchandise

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

#### Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): Emily Taylor Name (please print): \_\_\_\_\_

Signature:  Signature: \_\_\_\_\_

Date: 3/2/2023 Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

#### FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 25.00
- Fill in the date the permit was approved by the council or board: 3-21-2023
- Fill in the permit number issued by the city/county: 4903 - 2023
- Fill in the name of the city or county issuing the permit: City of Ottumwa
- New  Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



# [ CITY OF ] OTTUMWA

**Permit #:** 4903

**Permit Type:**

**Address:** 1235 HUTCHINSON AVE

**City:** OTTUMWA

**State:** IA

**Zip:** 52501

**Owner:** DOLGENCORP, LLC

**Owner Address:** 100 MISSION RIDGE

**Owner City:** GOODLETTSVILLE

**Owner State:** TN

**Owner Zip:** 37072

**Owner Phone:** 615-855-4000

**Owner Email:**

**Receipt #:** 9068

**Date:** 03/03/2023

**Paid By:** Dollar General

**Description:** APR-JUN 2023

**Payment Type:** Check

**Payment Type Description:** 7511047

**Accepted By:** Sherrie Jones

**Fees Paid**

Fee Name	Fee Type	Description	Factor	Total Fee Amount	Amount Paid
Cigarette/Tobacco	Clerk	APR-JUN (Ott)			25.00
					<b>\$25.00</b>

Dollar General · 100 Mission Ridge · Goodlettsville, TN 37072-2171

VENDOR ID 179247		OTTUMWA CITY OF		CHECK NO. 7511047		DATE 02/23/2023
INVOICE NO	DESCRIPTION	PO NUMBER	GROSS	DISCOUNT	NET	
202324713TOBCITY13	APR-JUN 2023	#4903	\$25.00	\$0.00	\$25.00	
<b>TOTALS:</b>			<b>\$25.00</b>	<b>\$0.00</b>	<b>\$25.00</b>	

Detail of Performance Before Description Check

**General Instructions**

- Fill in the month, day, and year that this application covers
- All permits expire annually on June 30<sup>th</sup>
- A new application must be submitted every year
- All items must be completed
- A permit will not be issued until the application is properly completed and approved

**Business Information**

- Fill in the trade name/DBA of the business
- Fill in the physical location address, city, and ZIP
- Fill in the mailing address or PO Box, city, and ZIP
- Fill in the 10-digit telephone number of the business

**Legal Ownership Information**

- Check the legal ownership type of the business
- Fill in the name(s) of the sole proprietor, partnership, the corporation, the LLC, or the LLP that is the legal owner of the business. This is not the store manager or the corporate president. Do not fill in the name of a person unless the type of ownership is sole proprietor.
- Fill in the 10-digit telephone number, fax number, and email address of the legal owner

**Retail Information**

- Check the box for the type of sales at the business
- If you make delivery sales of alternative nicotine or vapor products, also complete an Annual Application for Iowa Cigarette Permit, Tobacco Tax License, or Delivery Seller Permit 70-015.
- Check the types of products sold at the business
- Check the box that best describes the type of business establishment
- Print the name of the sole proprietor, the partner(s), or corporate official signing this application.
- Sign and date the application. The application must be signed by the owner, one of the partners, or one of the corporate officers listed above. A preparer's or store manager's signature is not acceptable.
- Return this application and fee to your local jurisdiction: city clerk (within city limits) or county auditor (outside of city limits).

**Permit Fees**

- The price of a retail permit depends on the location of the business and the month issued

Location	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
Outside of city limits	\$50.00	\$37.50	\$25.00	\$12.50
City of less than 15,000	\$75.00	\$56.25	\$37.50	\$18.75
City of 15,000 or more	\$100.00	\$75.00	\$50.00	\$25.00

**For City Clerk/County Auditor Only**

- Send completed/approved applications within 30 days of issuance to:  
 Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)  
 Fax: 515-281-7375

Visit the Iowa Department of Revenue at ([tax.iowa.gov](http://tax.iowa.gov)) to find information regarding minimum price, a list of approved brands, a list of licensed distributors, and answers to frequently asked questions.

To subscribe to receive updates by email, visit the Department's website ([tax.iowa.gov](http://tax.iowa.gov)) and click on "Subscribe to Updates."

STATE OF IOWA  
RETAIL  
**CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT**

City Number 4903-2023

*In accordance with laws of the state of Iowa, and the action of  
the City Council of Ottumwa, Iowa  
(City)*

*Business Location Name:* Dollar General #24713

*Business Location Address:* 1235 Hutchinson Ave.  
Ottumwa, IA 52501

*Ownership Type:* LLC

*Legal Owner Name:* Dolgencorp, LLC

*Legal Owner Mailing Address:* Attn: Licensing, 100 Mission Ridge  
Goodlettsville, TN 37072

*Type of Sales:* Over-the-counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products  
at the business location address above*

*in the City of Ottumwa County of Wapello, Iowa.*

*This permit is nontransferable, is effective from April 1, 20 23 and  
automatically expires on June 30, 2023, unless suspended or revoked.*



*In Testimony Whereof, I have caused the seal of the said*

*City to be hereunto affixed. Done at Ottumwa,*

*in the State of Iowa, this 21 day of March, 20 23.*

*Issued By: Christina Reinhard, City Clerk*

*City Mayor or Clerk*

*Christina Reinhard CMC*

**STATE OF IOWA**  
**RETAIL**  
**CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT**

City Number 4903-2023

*In accordance with laws of the state of Iowa, and the action of  
the City Council of Ottumwa, Iowa  
(City)*

*Business Location Name:* Dollar General #24713

*Business Location Address:* 1235 Hutchinson Ave.  
Ottumwa, IA 52501

*Ownership Type:* LLC

*Legal Owner Name:* Dolgencorp, LLC

*Legal Owner Mailing Address:* Attn: Licensing, 100 Mission Ridge  
Goodlettsville, TN 37072

*Type of Sales:* Over-the-counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products  
at the business location address above*

*in the City of Ottumwa County of Wapello, Iowa.*

*This permit is nontransferable, is effective from April 1, 20 23 and  
automatically expires on June 30, 2023, unless suspended or revoked.*

*In Testimony Whereof, I have caused the seal of the said  
City to be hereunto affixed. Done at Ottumwa,*

*in the State of Iowa, this 21 day of March, 20 23.*

*Issued By:* Christina Reinhard, City Clerk  
City Mayor or Clerk

received  
5-10-23 8AM

Item No. F-1.  
5/10/23

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Mar 21, 2023

Park & Recreation  
Department

Gene Rathje  
Prepared By  
Gene Rathje  
Department Head

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

AGENDA TITLE: Resolution #32-2023, A Public Hearing to Approve the Plans, Specifications, Form of Contract, and Cost Estimate for the Ottumwa Park Campground Shower House Parking Lot and Sewer Dump Station Project

\*\*\*\*\*

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

RECOMMENDATION: Pass and Adopt Resolution #32-2023.

DISCUSSION: The Ottumwa Park Campground Shower House and Office Project is almost finished and will be ready when the campground opens to the public on April 1. A concrete parking lot will be necessary for this project to accomodate campers and their vehicles. The Wapello County Foundation Grant that the City of Ottumwa received for this project requires a new sewer dump station as part of the project. The plans and specifications for this project are complete and ready for approval. The engineer's cost estimate for this project is \$52,000.

Source of Funds: ARPA Funds, Wapello Co. Foundation Grant    Budgeted Item:  Budget Amendment Needed: No

**RESOLUTION #32 -2023**

**A RESOLUTION FOR THE PUBLIC HEARING TO APPROVE PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST ESTIMATE FOR THE OTTUMWA PARK CAMPGROUND SHOWER HOUSE PARKING LOT AND SEWER DUMP STATION PROJECT**

WHEREAS, The new Ottumwa Park Campground Shower House and Office building needs a parking lot and sewer dump station to serve customers, and;

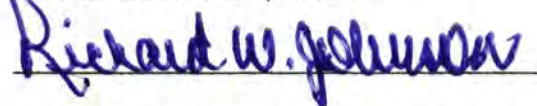
WHEREAS, The plans, specifications, form of contract, and cost estimate, are required to have a public hearing and approval from the City Council, and;

WHEREAS, The City of Ottumwa did receive a \$50,000 grant from the Wapello County Foundation with the stipulation that the new shower house will have a sewer dump station.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: There were no objections at the public hearing for the plans, specifications, form of contract, and cost estimate for the parking lot and sewer dump station for the new shower house and the Ottumwa City Council does approve of the plans, specifications, form of contract, and cost estimate for the new parking lot and sewer dump station.

APPROVED, PASSED, AND ADOPTED, this 21st day of March, 2023.

CITY OF OTTUMWA, IOWA



Richard W. Johnson, Mayor

ATTEST:



Christina Reinhard, City Clerk

# PROOF OF PUBLICATION

STATE OF IOWA  
WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Public Hearing on Proposed Plans

City of Ottumwa



hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 3/9/23

Subscribed and sworn to before me, and in my presence, by the said 9th day of March, 2023



Notary Public

In and for Wapello County

Printer's fee \$20.41

# COPY OF ADVERTISEMENT

Notice of Public Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Campground Shower House Parking Lot and Sewer Dump Station Project. Public Notice is hereby given that the Council of the City of Ottumwa in the State of Iowa, will hold a public hearing on March 21, 2023, at 5:30 P.M. in the Council Chambers, City Hall, 105 E. Third Street, Ottumwa, Iowa, at which meeting the Council proposes to consider plans, specifications, form of contract and estimate of cost are officially on file in the City Clerk's office for inspection and use by interested persons, and said documents are hereby made a part of this Official Publication by this reference. That said public hearing will be conducted on March 21, 2023 at 5:30 P.M. in the City Council Chambers, Second Floor, City Hall, 105 E. Third Street, Ottumwa, Iowa. At said time and place, any person or persons may appear and offer objections if they so desire. Dated this 7th day of March 2023. Chris Reinhard, City Clerk, City of Ottumwa in the State of Iowa



PLANS OF IMPROVEMENTS FOR  
**2023**  
**OTTUMWA CAMPGROUND PARKING  
 LOT & DUMP STATION**  
 CITY OF OTTUMWA, IOWA

INDEX OF SHEETS	
A.01	COVER SHEET
C.01	SITE PLAN
C.02	GRADING PLAN & STAKING INFORMATION
C.03	EROSION CONTROL PLAN
C.04	DETAILS
C.05	ESTIMATED PROJECT QUANTITIES
M.01	DUMP STATION DETAIL



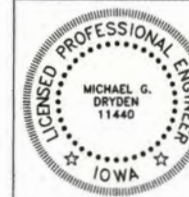
**LOCATION MAP**  
 NOT TO SCALE

**NOTE:**  
 THE PROPOSED IMPROVEMENTS INCLUDED IN THESE DRAWINGS  
 HAVE BEEN DESIGNED IN ACCORDANCE WITH THE IOWA STATEWIDE  
 URBAN DESIGN AND SPECIFICATIONS MANUALS (SUDAS).



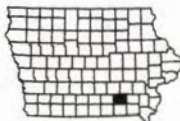
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

*Michael H. Hessman* 8/6/2023  
 Michael H. Hessman  
 Iowa Registration Number: 14292  
 My license renewal date is December 31, 2023  
 Pages or sheets covered by this seal: *SHEETS A.01*

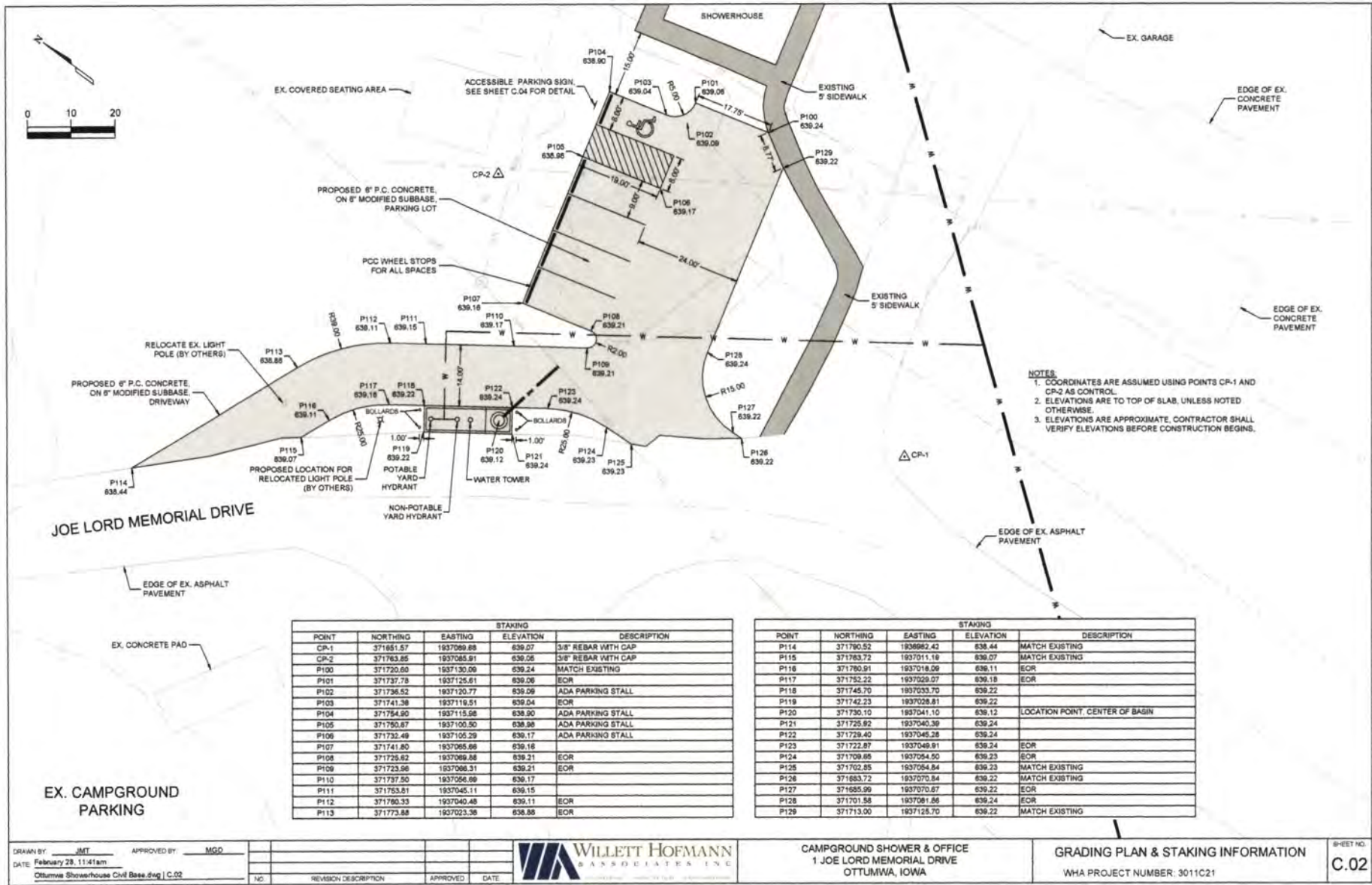


I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

*Michael G. Dryden* 3/6/23  
 MICHAEL G. DRYDEN, P.E. DATE  
 LICENSE NUMBER: 11440  
 MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2024  
 PAGES OR SHEETS COVERED BY THIS SEAL:  
 ALL SHEETS







- NOTES:**
1. COORDINATES ARE ASSUMED USING POINTS CP-1 AND CP-2 AS CONTROL.
  2. ELEVATIONS ARE TO TOP OF SLAB, UNLESS NOTED OTHERWISE.
  3. ELEVATIONS ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ELEVATIONS BEFORE CONSTRUCTION BEGINS.

POINT	STAKING			DESCRIPTION
	NORTHING	EASTING	ELEVATION	
CP-1	371651.57	1937089.68	639.07	3/8" REBAR WITH CAP
CP-2	371763.85	1937085.81	639.06	3/8" REBAR WITH CAP
P100	371720.60	1937130.09	639.24	MATCH EXISTING
P101	371737.78	1937125.81	639.06	ECR
P102	371736.52	1937120.77	639.09	ADA PARKING STALL
P103	371741.38	1937119.51	639.04	ECR
P104	371754.90	1937115.98	638.90	ADA PARKING STALL
P105	371750.87	1937100.50	638.98	ADA PARKING STALL
P106	371732.49	1937122.29	639.17	ADA PARKING STALL
P107	371741.90	1937085.89	639.16	ECR
P108	371725.62	1937089.88	639.21	ECR
P109	371723.96	1937088.31	639.21	ECR
P110	371737.50	1937056.69	639.17	ECR
P111	371753.81	1937045.11	639.15	ECR
P112	371760.33	1937040.48	639.11	ECR
P113	371773.88	1937023.38	638.88	ECR

POINT	STAKING			DESCRIPTION
	NORTHING	EASTING	ELEVATION	
P114	371790.52	1936982.42	638.44	MATCH EXISTING
P115	371763.72	1937011.19	639.07	MATCH EXISTING
P116	371760.91	1937018.09	639.11	ECR
P117	371752.22	1937029.07	639.18	ECR
P118	371745.70	1937033.70	639.22	ECR
P119	371742.23	1937028.81	639.22	ECR
P120	371730.10	1937041.10	639.12	LOCATION POINT, CENTER OF BAGIN
P121	371725.92	1937040.39	639.24	ECR
P122	371728.40	1937045.28	639.24	ECR
P123	371722.87	1937049.91	639.24	ECR
P124	371709.85	1937054.50	638.23	ECR
P125	371702.85	1937054.84	639.23	MATCH EXISTING
P126	371693.72	1937070.84	639.22	MATCH EXISTING
P127	371685.99	1937070.67	639.22	ECR
P128	371701.58	1937081.86	639.24	ECR
P129	371713.00	1937125.70	639.22	MATCH EXISTING

DRAWN BY: JMT  
 DATE: February 28, 11:41am  
 Ottumwa Showerhouse Civil Base.dwg | C.02

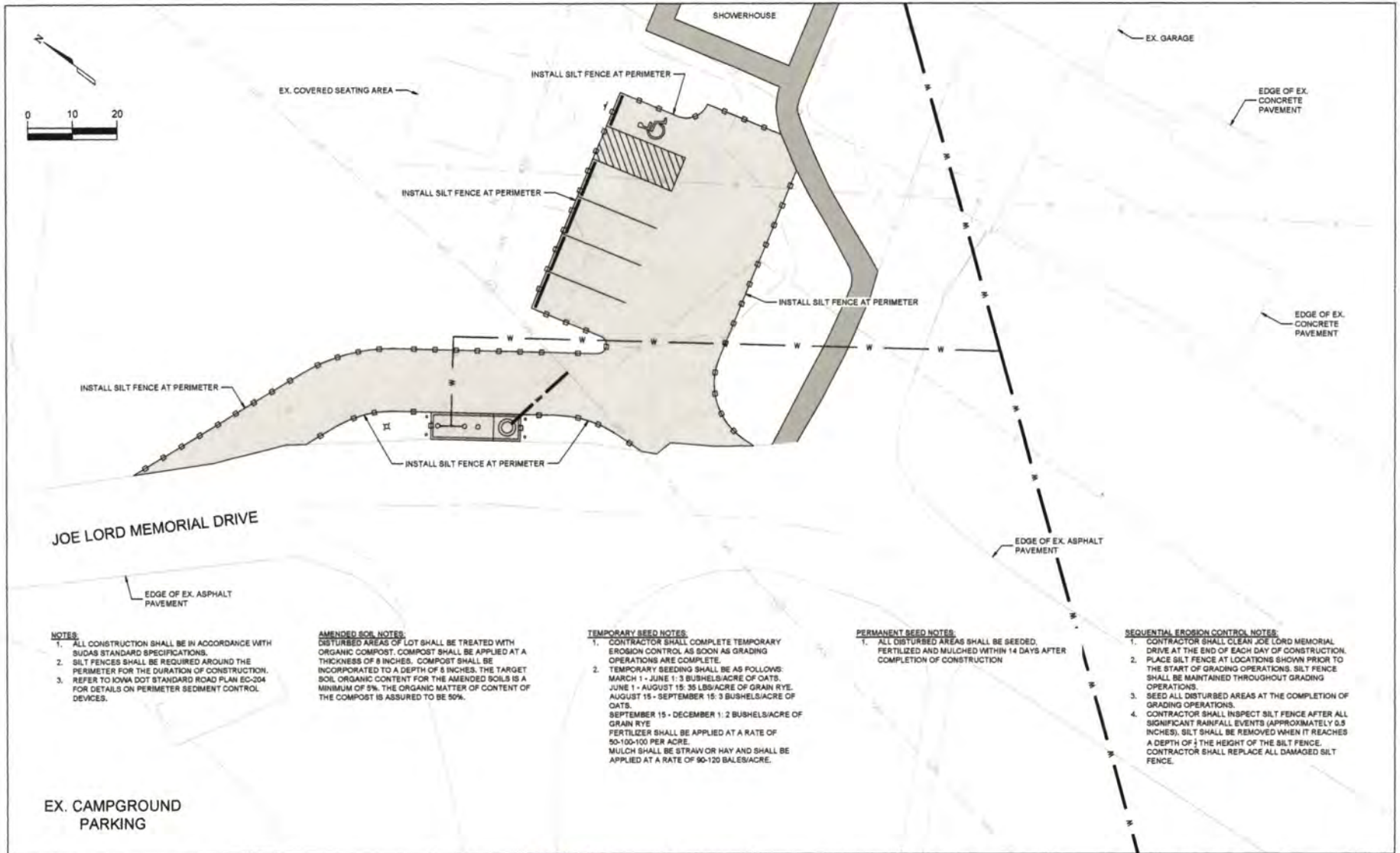
NO.	REVISION DESCRIPTION	APPROVED	DATE



CAMPGROUND SHOWER & OFFICE  
 1 JOE LORD MEMORIAL DRIVE  
 OTTUMWA, IOWA

GRADING PLAN & STAKING INFORMATION  
 WHA PROJECT NUMBER: 3011C21

SHEET NO.  
**C.02**



- NOTES:**
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS.
  2. SILT FENCES SHALL BE REQUIRED AROUND THE PERIMETER FOR THE DURATION OF CONSTRUCTION. REFER TO IOWA DOT STANDARD ROAD PLAN EC-204 FOR DETAILS ON PERIMETER SEDIMENT CONTROL DEVICES.

**AMENDED SOIL NOTES:**  
 DISTURBED AREAS OF LOT SHALL BE TREATED WITH ORGANIC COMPOST. COMPOST SHALL BE APPLIED AT A THICKNESS OF 8 INCHES. COMPOST SHALL BE INCORPORATED TO A DEPTH OF 8 INCHES. THE TARGET SOIL ORGANIC CONTENT FOR THE AMENDED SOILS IS A MINIMUM OF 5%. THE ORGANIC MATTER OF CONTENT OF THE COMPOST IS ASSURED TO BE 50%.

- TEMPORARY SEED NOTES:**
1. CONTRACTOR SHALL COMPLETE TEMPORARY EROSION CONTROL AS SOON AS GRADING OPERATIONS ARE COMPLETE.
  2. TEMPORARY SEEDING SHALL BE AS FOLLOWS:  
 MARCH 1 - JUNE 1: 3 BUSHELS/ACRE OF OATS.  
 JUNE 1 - AUGUST 15: 35 LBS/ACRE OF GRAIN RYE.  
 AUGUST 15 - SEPTEMBER 15: 3 BUSHELS/ACRE OF OATS.  
 SEPTEMBER 15 - DECEMBER 1: 2 BUSHELS/ACRE OF GRAIN RYE.  
 FERTILIZER SHALL BE APPLIED AT A RATE OF 50-100-100 PER ACRE.  
 MULCH SHALL BE STRAW OR HAY AND SHALL BE APPLIED AT A RATE OF 90-120 BALES/ACRE.

**PERMANENT SEED NOTES:**  
 1. ALL DISTURBED AREAS SHALL BE SEEDED, FERTILIZED AND MULCHED WITHIN 14 DAYS AFTER COMPLETION OF CONSTRUCTION.

- SEQUENTIAL EROSION CONTROL NOTES:**
1. CONTRACTOR SHALL CLEAN JOE LORD MEMORIAL DRIVE AT THE END OF EACH DAY OF CONSTRUCTION.
  2. PLACE SILT FENCE AT LOCATIONS SHOWN PRIOR TO THE START OF GRADING OPERATIONS. SILT FENCE SHALL BE MAINTAINED THROUGHOUT GRADING OPERATIONS.
  3. SEED ALL DISTURBED AREAS AT THE COMPLETION OF GRADING OPERATIONS.
  4. CONTRACTOR SHALL INSPECT SILT FENCE AFTER ALL SIGNIFICANT RAINFALL EVENTS (APPROXIMATELY 0.5 INCHES). SILT FENCE SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 1/2 THE HEIGHT OF THE SILT FENCE. CONTRACTOR SHALL REPLACE ALL DAMAGED SILT FENCE.

EX. CAMPGROUND PARKING

DRAWN BY: JMT APPROVED BY: MGD  
 DATE: February 28, 11:41am  
 Ottumwa Showerhouse Civil Base.dwg | C.03

NO.	REVISION DESCRIPTION	APPROVED	DATE



CAMPGROUND SHOWER & OFFICE  
 1 JOE LORD MEMORIAL DRIVE  
 OTTUMWA, IOWA

EROSION CONTROL PLAN  
 WHA PROJECT NUMBER: 3011C21

SHEET NO.  
**C.03**



**ESTIMATED PROJECT QUANTITIES  
FOR DUMP STATION AND PARKING LOT**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNITS	EST. QTY.
1	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	160
2	2115-0100000	MODIFIED SUBBASE, 6 IN.	CY	80
3	2301-1033070	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 6 IN.	SY	460
4	2435-0800350	TRAVEL TRAILER DUMP STATION	EA	1
5	2504-0116006	SANITARY SEWER GRAVITY MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 6 IN.	LF	21
6	2519-3760000	ENTRANCE BOLLARD	EA	4
7	2524-9325001	TYPE A SIGNS, SHEET ALUMINUM	SF	2.0
8	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	1.5
9	2527-9263137	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT-BASED	EA	1
10	2554-0205110	WATER SERVICE STUB, COPPER, 1 IN.	LF	145
11	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, 90 DEGREE BEND	EA	1
12	2554-0202200	FITTINGS BY COUNT, DUCTILE IRON, 6" X 1" SERVICE SADDLE TEE	EA	1
13	2601-2634100	MULCHING	AC	0.1
14	2601-2636044	SEEDING AND FERTILIZING (URBAN)	AC	0.1
15	2602-0000309	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	LF	365
16	2602-0010010	MOBILIZATIONS, EROSION CONTROL	EA	1

**NOTES:**

- CONNECTIONS TO THE EXISTING WATER MAIN AND SANITARY SEWER ARE INCIDENTAL AND NO SEPARATE PAYMENT WILL BE MADE.

DRAWN BY: JMT APPROVED BY: MGD  
 DATE: February 28, 11:41am  
 Otumwa Showerhouse Civil Base.dwg | C.05

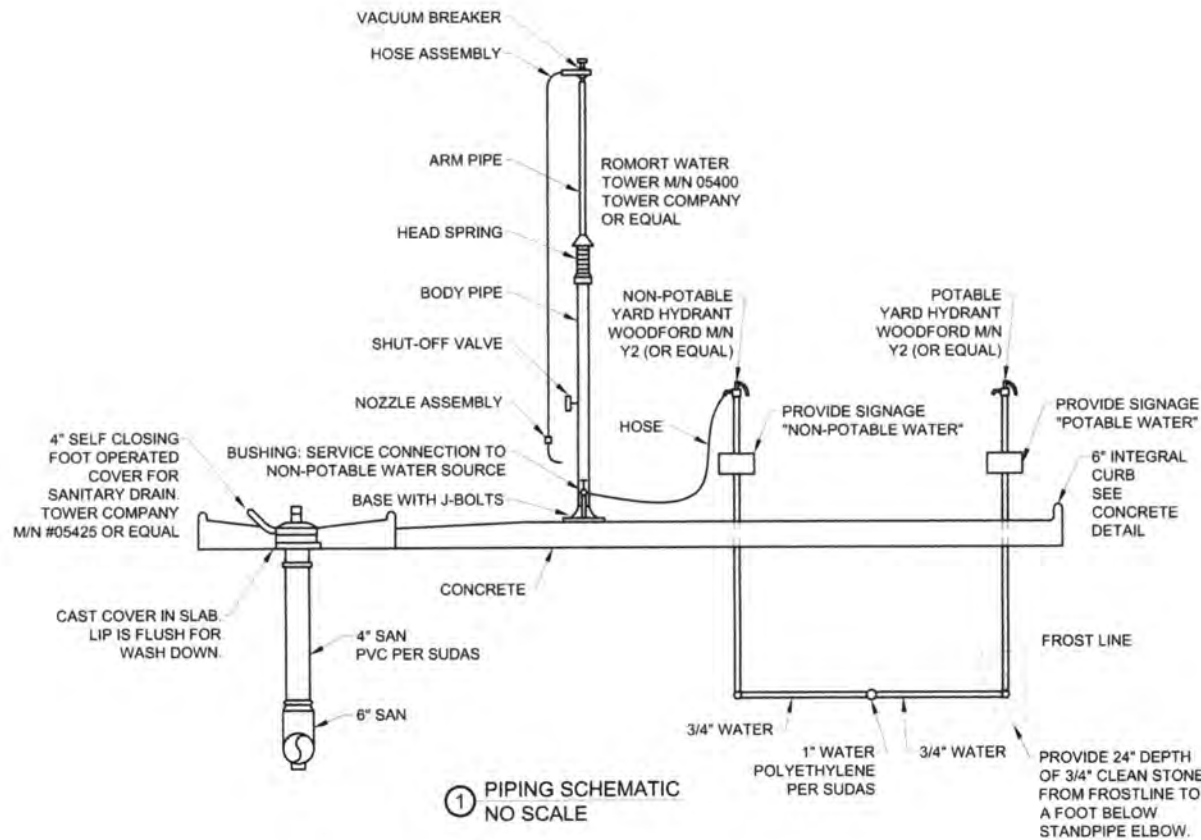
NO.	REVISION DESCRIPTION	APPROVED	DATE



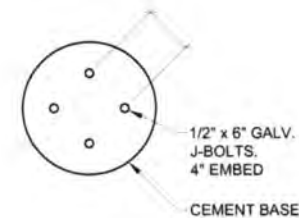
CAMPGROUND SHOWER & OFFICE  
 1 JOE LORD MEMORIAL DRIVE  
 OTTUMWA, IOWA

ESTIMATED PROJECT QUANTITIES  
 WHA PROJECT NUMBER: 3011C21

SHEET NO.  
**C.05**



① PIPING SCHEMATIC  
NO SCALE



② WATER TOWER BASE MOUNT PLAN  
NO SCALE

WPE# 8122098

**WPE** WEST PLAINS ENGINEERING, INC.

215 2ND AVENUE SE, SUITE 200 • CEDAR RAPIDS, IA 52401  
 PHONE: (319) 365-0030 • FAX: (319) 365-4122  
 WWW.WESTPLAINSENGINEERING.COM  
 RAPID CITY, SD • SIOUX FALLS, SD • CASPER, WY • CEDAR RAPIDS, IA • BISHARCK, ND

DRAWN BY: WPE APPROVED BY: WPE  
 DATE: February 24, 1:50pm  
 B922098 - MECH.dwg | M.01

NO.	REVISION DESCRIPTION	APPROVED	DATE



CAMPGROUND DUMP STATION AND PARKING LOT  
 1 JOE LORD MEMORIAL DRIVE  
 OTTUMWA, IOWA

DUMP STATION DETAIL  
 WHA PROJECT NUMBER: 3011C21

SHEET NO.  
**M.01**

**PROJECT MANUAL**

**OTTUMWA CAMPGROUND PARKING LOT &  
RV DUMP STATION  
FOR**

**THE CITY OF OTTUMWA**

**SITE LOCATION:  
1 JOE LORD MEMORIAL DRIVE  
OTTUMWA, IOWA 52501**

**OWNER:  
THE CITY OF OTTUMWA  
105 East 3<sup>rd</sup> Street  
Ottumwa, Iowa 52501**

**WILLETT HOFMANN & ASSOCIATES**

**625 32<sup>nd</sup> AVENUE SW  
CEDAR RAPIDS, IOWA 52404  
319-378-1401  
FAX 319-378-1975**

**3011C21-  
OTTUMWA**



PROJECT MANUAL  
FOR  
**CITY OF OTTUMWA, IOWA  
OTTUMWA CAMPGROUND –  
PARKING LOT & RV DUMP STATION**

**SITE LOCATION:**

105 3<sup>rd</sup> Street East, Ottumwa, Iowa 52501

**OWNER:** **CITY OF OTTUMWA**  
105 3<sup>RD</sup> STREET EAST  
OTTUMWA, IOWA 52501

**ENGINEER:** **WILLETT HOFMANN & ASSOCIATES**  
625 32<sup>ND</sup> AVENUE SW  
CEDAR RAPIDS, IOWA 52404

**ENGINEER:** **WEST PLAINS ENGINEERING**  
215 2<sup>ND</sup> AVENUE SE #200  
CEDAR RAPIDS, IOWA 52401

**BIDS DUE:** **APRIL 12, 2023; 2:00 P.M.**  
CITY HALL – COUNCIL CHAMBERS  
CITY OF OTTUMWA  
105 3<sup>RD</sup> STREET EAST  
OTTUMWA, IOWA 52501

**ISSUE DATE:** **MARCH 22, 2023**

END OF DOCUMENT 00001

00001-1

DOCUMENT 00005  
CERTIFICATIONS PAGE'

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly Licensed Professional Engineer under the laws of the State of Iowa. My License Renewal Date is 12/31/2024.

*Michael G. Dryden*

03/06/2023

Michael G. Dryden, P.E.  
Iowa License No. 11440

Date

This seal covers the entire submission unless specified below.



I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly Licensed Professional Engineer under the laws of the State of Iowa. My License Renewal Date is 12/31/2023.

*Michael H. Hessman*

3/06/2023

Michael H. Hessman, P.E.  
Iowa License No. 14292

Date

This seal covers the Mechanical Sheet M.01.



## TABLE OF CONTENTS

00001	PROJECT MANUAL TITLE PAGE
00005	CERTIFICATIONS PAGE
00010	TABLE OF CONTENTS
00015	LIST OF DRAWINGS

### BIDDING DOCUMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

00030	NOTICE TO BIDDERS
00200	INSTRUCTIONS TO BIDDERS
00210	SUPPLEMENTARY INSTRUCTIONS TO BIDDERS
00410	BID FORM
00420	SCHEDULE OF BID PRICES
00430	BID BOND
00500	AGREEMENT
00611	PERFORMANCE BOND
00612	PAYMENT BOND
00700	GENERAL CONDITIONS
00800	SUPPLEMENTARY CONDITIONS

### TECHNICAL SPECIFICATIONS

#### DIVISION 1 - GENERAL REQUIREMENTS

01100	SUMMARY OF WORK
01250	SUBSTITUTION PROCEDURES
01310	PROJECT MANAGEMENT AND COORDINATION
01330	SUBMITTAL PROCEDURES
01400	QUALITY REQUIREMENTS
01520	CONSTRUCTION FACILITIES
01600	PRODUCT REQUIREMENTS
01700	PROJECT CLOSEOUT
01732	CUTTING AND PATCHING

GENERAL CONSTRUCTION, MECHANICAL AND ELECTRICAL WORK TECHNICAL SPECIFICATIONS, INCLUDING ARCHITECTURAL AND STRUCTURAL MATERIALS, ARE CONTAINED ON THE DRAWINGS.

DOCUMENT 00015  
LIST OF DRAWINGS

Drawings are bound separate from this book.

<u>Sheet</u>	<u>Drawings</u>
C.01	SITE PLAN
C.02	GRADING PLAN & STAKING INFORMATION
C.03	EROSION CONTROL PLAN
C.04	DETAILS
C.05	ESTIMATED PROJECT QUANTITIES
M.01	DUMP STATION DETAIL

END OF DOCUMENT 00015

SECTION 00030  
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN: **That sealed bids will be received by The City of Ottumwa, in the City Clerk's Office, City of Ottumwa, until 2:00 p.m. on the 12th day of April 2023.** The bids will be opened shortly thereafter in the First Floor Conference Room, and publicly read by the Engineer and Owner. The project consists of the following:

CONSTRUCTION OF A PARKING LOT AND RV DUMP STATION AT OTTUMWA CAMPGROUND

WILLETT HOFMANN & ASSOCIATES PROJECT NO. 3011C21

The bids are for a single Prime Contract (general, mechanical, and electrical combined) for the Ottumwa Campground and RV Dump Station project. Bids shall be on a lump sum basis; segregated sub-bids will not be accepted.

Work is anticipated to commence upon award of contract.

A public hearing will be conducted at the City on March 21, 2023, at 5:30 pm, at which time and place any person may appear and file objections to the proposed plans, specifications, form of contract and the estimated cost of said project.

Plans and specifications governing the construction of the proposed Work have been prepared by Willett Hofmann & Associates of Cedar Rapids, Iowa.

Bid and Contract Documents may be obtained after March 22, 2023.

1. Copies of the Bidding Documents may be obtained electronically in PDF format from the Willett, Hofmann & Associates, Inc. website at [www.WillettHofmann.com](http://www.WillettHofmann.com). Bidders shall click on "Bid Login" on the homepage of the website and follow instructions. The eBidDoc# (project number) is 8421576 for this project. Contract Documents can be downloaded in PDF format from the website by depositing Fifteen Dollars (\$22.00) by credit card. All said deposits are non-refundable.
2. Copies of the Bidding Documents may also be obtained from the City of Ottumwa. Contact Gene Rathje – (641) 682-8208

Bid security in the amount of 10% of the total bid in the form of certified check, credit union share draft, or surety bond written on an original AIA Document A310, Bid Bond is required for this project. The successful bidder will be required to provide surety Performance and Payment Bonds in an amount equal to one hundred percent (100%) of the Contract Sum.

The award of the contract may be made by the City of Ottumwa to any responsible bidder or bidders offering suitable supplies, equipment and/or service at the lowest price taking into consideration the quality of materials or service in the best interest of the Owner. The right is reserved to reject any and all bids, or any part thereof, and to waive informalities, and to enter into such contract or contracts as shall be deemed in the best interest of the Owner.

By virtue of statutory authority, preference will be given to products and provisions grown and produced within the State of Iowa.

**Commencement and Completion of work** – The above work shall be commenced as soon as possible after the contract and bond have been approved by the City Attorney and have been signed by the Mayor and City Clerk. **The project must be completed including all punch list items by July 31, 2023.**

By order of the City of Ottumwa

END OF SECTION

00030-1

DOCUMENT 00200  
INSTRUCTIONS TO BIDDERS  
AIA, A701-2018

I. INSTRUCTIONS TO BIDDERS

- A. AIA Document A701 Instructions to Bidders (2018 Edition), is the Instructions to Bidders and is hereby made a part of these Documents to the same extent as if bound herein. This form can be purchased from the American Institute of Architects State Office.

11. SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

- A. Refer to Document 00210 for additions and amendments to these Instructions to Bidders.

END OF DOCUMENT 00200

DOCUMENT 00210  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS  
AIA A701-2018

The following supplements modify, change, delete from or add to the "Instructions to Bidders." AIA Document A701, 2018 Edition. Where any Article, Paragraph, Subparagraph or Clause or portion thereof is modified or deleted by these Supplementary Instructions to Bidders, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

- SIB-1 Delete Subparagraph 3.1.1 from ARTICLE 3, BIDDING DOCUMENTS and substitute the following:
- 3.1.1 Bid and Contract Documents may be obtained after March 22, 2023.
1. Copies of the Bidding Documents may be obtained electronically in PDF format from the Willett, Hofmann & Associates, Inc. website at [www.WillettHofmann.com](http://www.WillettHofmann.com). Bidders shall click on "Bid Login" on the homepage of the website and follow instructions. The eBidDoc# (project number) is 8421576 for this project. Contract Documents can be downloaded in PDF format from the website by depositing Fifteen Dollars (\$22.00) by credit card. All said deposits are non-refundable.
  2. Copies of the Bidding Documents may also be obtained from the City of Ottumwa. Contact Gene Rathje – (641) 682-8208.
- SIB-2 Add Subparagraph 4.1.8 to ARTICLE 4, BIDDING PROCEDURES:
- 4.1.8 A bidder shall incur all costs associated with the preparation of its bid.
- SIB-3 Delete Subparagraph 4.2.1 from ARTICLE 4, BIDDING PROCEDURES and substitute the following:
- 4.2.1 Each Bidder shall accompany the bid with a bid security, in a separate envelope, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of the Contract corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the Contract, in an amount equivalent to 100% of the amount of the Contract. The Bidder's security shall be ten percent (10%) of the bid amount and shall be in the form of a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States or a bid bond with corporate surety satisfactory to the Owner. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the Bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Subparagraph 6.2.
- SIB-4 Delete Subparagraph 4.3.1 from ARTICLE 4, BIDDING PROCEDURES and substitute the following:
- 4.1.8 Pursuant to Iowa Code Sections: 422.42 (16) & (17), and 422.47 (5), the contractor is authorized to purchase construction materials tax free for this contract. Complete information on qualifying materials can be found at [www.state.ia.us/tax](http://www.state.ia.us/tax), the Department of Revenue (IDR) website. It is the contractor's responsibility to have records identifying the materials purchased and verifying they were used on this contract. Any materials purchased and not used in the contract are subject sales and applicable local option taxes.

DOCUMENT 00210  
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS  
AIA A701-2018

Iowa Construction Sales Tax Exemption Certificates for this project can be obtained through the City of Ottumwa, 641-683-0600. The General Contractor will need to provide company name, address, phone number, and type of contractor (electrical, mechanical, etc.) for the general contractor and all sub-contractors.

- 4.3.1 All copies of the Bid and other documents, not including the bid security, required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope. The bid security shall be submitted in a separate sealed opaque envelope. Each envelope shall bear the return address of the Bidder and shall be addressed as follows:

"TO:                   The City of Ottumwa  
                          105 East 3<sup>rd</sup> Street  
                          Ottumwa, Iowa 52501"

"BID FOR: "OTTUMWA CAMPGROUND – PARKING LOT & RV DUMP STATION"

-or-

"BID SECURITY FOR: "OTTUMWA CAMPGROUND – PARKING LOT & RV DUMP  
STATION"

If the Bid, the bid security, and other documents required to be submitted with the Bid is sent by mail, the sealed envelopes shall be enclosed in a separate mail envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

- SIB-5 Add Subparagraph 6.1.2 to ARTICLE 6, POST-BID INFORMATION as follows:

6.1.2 Out-of-state Bidders shall furnish documentation prior to execution of the Agreement that confirms the Bidder is in compliance with applicable State of Iowa laws governing Construction Contractors and their licensing.

- SIB-5 Prevailing wages - This project will not be subject to the provisions of the Davis Bacon Act.

END OF DOCUMENT 00210

00210-2



DOCUMENT 00410  
BID FORM

PROJECT: **City of Ottumwa, Iowa – Ottumwa Campground Parking Lot & RV Dump Station**  
105 3<sup>rd</sup> Street East, Ottumwa, Iowa 52501

BID TO: City of Ottumwa  
105 3<sup>rd</sup> Street East  
Ottumwa, Iowa 52501

BID FROM: \_\_\_\_\_

NOTE: Submit the following

1. Two copies of this Bid Form. All blanks shall be completed. Only bids on this form will be accepted.
2. Submit Bid Security, if required, in separate envelope.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the schedule indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents. Bidder accepts all of the terms and conditions of the Notice and Instruction to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **30 days** after the day of Bid opening.
2. The undersigned Bidder submits, herewith, bid security in accordance with the terms set forth in the Notice and Instruction to Bidders.
3. The Bidder has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged:

Date Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
5. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
6. BIDDER will complete the Work in accordance with the Contract Documents for the prices indicated on the Document 00420, Schedule of Bid Prices.
7. In the event of discrepancies between unit prices and the unit price extension and/or total price listed on the Schedule of Bid Prices, unit price shall govern.
8. BIDDER agrees that the Work will be completed in accordance with the project schedule in the Notice and Instruction to Bidders.
9. BIDDER certifies that this proposal is made in good faith, without collusion or in connection with any other person, organization, or corporation bidding on the work.
10. Provide the Bid Security in a separate sealed envelope and made a condition of this bid.

DOCUMENT 00410  
BID FORM

11. This Bid is submitted on \_\_\_\_\_, 2023.
12. State Contractors License No. \_\_\_\_\_
13. Complete the applicable item(s) listed below. If an "agent" of BIDDER submits this bid, attach a current Power-of-Attorney certifying the agent's authority to bind the BIDDER.

IF BIDDER IS:

An Individual

By \_\_\_\_\_  
(signature of individual) (type or print name)

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

A Partnership

Firm Name: \_\_\_\_\_

\_\_\_\_\_  
(Signature of general partner) (type or print name)

Business Address: \_\_\_\_\_

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

A Corporation

Corporation Name: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

\_\_\_\_\_  
(Signature of person authorized to sign) (type or print name)

Attest: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

END OF DOCUMENT 00410

DOCUMENT 00420  
SCHEDULE OF BID PRICES

PROJECT: **CITY OF OTTUMWA, IOWA – OTTUMWA CAMPGROUND PARKING LOT & RV  
DUMP STATION**

BIDDER: \_\_\_\_\_

The bid prices on this form must be stated in words and numerals. In case of discrepancy, words will take precedence. Submit prices for all items below:

**BASE BID**

Furnish and install all necessary construction work in accordance with the contract documents required for the **for the construction of the Ottumwa Campground Parking Lot & RV Dump Station located at 1 Joe Lord Memorial Dr, Ottumwa, IA 52501**. The work will be performed for the lump sum of:

\_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

END OF DOCUMENT 00420

00420-1

DOCUMENT 00430  
BID BOND

1. BID BOND

- A. Where it is provided in the Instructions to Bidders that the Bidder may submit a bid bond as the bid security, the Bidder may use AIA Document A310 "Bid Bond." AIA Document A310 is hereby made a part of these Documents to the same extent as if bound herein. This form can be purchased from the American Institute of Architects state office or from the Architect/Engineer at cost.

END OF DOCUMENT 00430

00430-1

DOCUMENT 00500  
AGREEMENT

1. AGREEMENT

- A. AIA Document A101 "Standard Form of Agreement between Owner and Contractor" where the basis of payment is a stipulated Sum (2017 Edition) forms the basis of the contract between the Owner and Contractor and is hereby made a part of these Documents to the same extent as if bound herein. All provisions that are not amended or supplemented remain in full force and effect.

END OF DOCUMENT 00500

DOCUMENT 00611  
PERFORMANCE BOND

1. PERFORMANCE BOND

- A. AIA Document A312-2010 "Performance Bond" is hereby made a part of these Documents to the same extent as if bound herein. All provisions that are not amended or supplemented remain in full force and effect.

END OF DOCUMENT 00611

00611-1

DOCUMENT 00612  
PAYMENTBOND

1. PAYMENT BOND

- A. AIA Document A312-2010 "Payment Bond" is hereby made a part of these Documents to the same extent as if bound herein. All provisions that are not amended or supplemented remain in full and extent.

END OF DOCUMENT 00612

00612-1

DOCUMENT 00700  
GENERAL CONDITIONS

I. GENERAL CONDITIONS

- A. AIA Document A201 "General Conditions of the Contract for Construction" (2017 Edition), is the General Conditions between the Owner and Contractor and is hereby made a part of these Documents to the same extent as if bound herein. The document can be purchased from the American Institute of Architects state office or obtained from the Architect/Engineer.

II. SUPPLEMENTARY CONDITIONS

- A. Refer to Document 00800, Supplementary Conditions, for amendments to these General Conditions.

END OF DOCUMENT 00700



DOCUMENT 00800  
SUPPLEMENTARY CONDITIONS

The following supplements modify, "General Conditions of the Contract-for Construction", AIA Document A201 (2017 edition). Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1; GENERAL PROVISIONS

No supplements.

ARTICLE 2; OWNER

2. General

Add the following clause 2.1.1.1 to 2.1.1:

2.1.1.1 The Owner is: City of Ottumwa  
105 East 3<sup>rd</sup> Street  
Ottumwa, Iowa 52501

2.2 Information and Services Required of the Owner

Delete Subparagraph 2.2.3 and substitute the following:

2.2.3 The Owner may furnish surveys describing physical characteristics, legal limitations, and utility locations for the site of the project, and a legal description of the site. The furnishing of this information does not make the Owner responsible for the accuracy of the information and it shall be the responsibility of the Contractor to satisfy himself relative to the accuracy and completeness of such information.

ARTICLE 3; CONTRACTOR

No supplements.

ARTICLE 4; ADMINISTRATION OF THE CONTRACT

4.1 Architect/Engineer

Delete Subparagraph 4.1.1 and substitute the following:

4.1.1 The "Architect" is to be defined for this Contract as the Engineer or Architect lawfully licensed by the State to practice architecture or engineering or an entity, licensed by the State to lawfully practice architecture or engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Engineer", "Architect/Engineer", "Engineer/Architect" or "Authorized Representative" shall mean, "Architect" as defined above.

Add the following clause 4.1.1.1 to 4.1.1:

4.1.1.1 The Architect/Engineer is:

WILLETT HOFMANN & ASSOCIATES

DOCUMENT 00800  
SUPPLEMENTARY CONDITIONS

625 32<sup>nd</sup> Avenue SW  
Cedar Rapids, Iowa 52404

ARTICLE 5; SUBCONTRACTORS

No supplements.

ARTICLE 6; CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

No supplements.

ARTICLE 7; CHANGES IN THE WORK

7.2 Changes

Add the following Subparagraph 7.2.3 to Paragraph 7-2:

7.2.3 Forms used to process a change order will include AIA Document G701, Change Order.

ARTICLE 8; TIME

No supplements.

ARTICLE 9; PAYMENTS AND COMPLETION

9.3 Application for Payment

9.3.1 Add the following sentence to Subparagraph 9.3.1:

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

Add the following Clause 9.3.1.3 to 9.3.1:

9.3.1.3 Until Substantial Completion, the Owner shall pay 95 percent of the amount due the Contractor on account of progress payments.

9.10 Final Completion and Final Payment

Add the following Subparagraph 9.10.6 to Paragraph 9.10:

Final payment will be made not less than thirty (30) days after the date of acceptance of the Work by the Owner subject to the provisions of Subparagraphs 9.10.1 through 9.10.5.

ARTICLE 10; PROTECTION OF PERSONS AND PROPERTY

10.3 Hazardous Materials

Add the following Subparagraphs 10.3.4 to Paragraph 10.3.

10.3.4 No product containing asbestos, or PCB shall be incorporated into the Work.

DOCUMENT 00800  
SUPPLEMENTARY CONDITIONS

ARTICLE 11; INSURANCE AND BONDS

11.1 Contractor's Liability Insurance

11.1.3 Add the following sentence to Subparagraph 11.1.3:

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be ACORD Certificate of Insurance 25-S (7/90) with AIA Document G715 Supplemental Attachment for ACORD Certificate of Insurance 25-S (7/90).

Add the following Subparagraph to Paragraph 11.1.

11.1.4 The limits of liability and additional insured shall be as follows.

Workers' compensation shall be carried by the contractor in Accordance with the State workers' compensation statutes.

- 11.1.4.2 Commercial General Liability:
- |             |  |
|-------------|--|
| \$1,000,000 | general aggregate limit;                       |
| \$1,000,000 | products-completed operations aggregate limit; |
| \$1,000,000 | personal and advertising injury;               |
| \$1,000,000 | each occurrence limit.                         |

Commercial general liability shall be written on an "occurrence" form of coverage.

Commercial general liability insurance shall include coverage for the hazards of underground, explosion, and collapse.

11.1.4.5 Commercial general liability shall be written with an endorsement stating that the aggregate limits of insurance are on a "per project" basis.

11.1.4.6 Business automobile liability - including hired and non-owned automobile liability with \$1,000,000 per accident for bodily injury and property damage.

- 11-1.4.7 Excess/umbrella liability coverage shall be provided with limits of
- |             |  |
|-------------|--|
| \$1,000,000 | each occurrence,                         |
| \$1,000,000 | products/completed operations aggregate, |
| \$1,000,000 | general aggregate.                       |

Contractor shall name the Owner and the Architect/Engineer as additional insured on the commercial general liability and excess/umbrella liability policies for the contract involved. A policy, if requested, shall be filed with the Owner evidencing this coverage.

ARTICLE 12; UNCOVERING AND CORRECTION OF WORK

No supplements.

ARTICLE 13; MISCELLANEOUS PROVISIONS

Add the following paragraph.

13.8 Equal Opportunity

DOCUMENT 00800  
SUPPLEMENTARY CONDITIONS

The Contractor shall conform in all respects with the provisions of the Federal Civil Rights Act and applicable similar State statutes. The Contractor shall not discriminate against any employee or applicant because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap. The Contractor shall require similar clauses in all of its subcontracts for service or materials.

- 13.8.1.1 Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- 13.8.1.2 Comply with the procedures and requirements of the Department's regulations concerning equal employment opportunities and affirmative action;
- 13.8.1.3 Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request;
- 13.8.1.4 Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by applicable statutes. A copy of the policies shall be provided to the Department upon request.
- 13.8.1.5 Require similar clauses in all of its subcontracts for service or materials.

END OF DOCUMENT 00800

00800-4

SECTION 01100  
SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project Description:

This Project involves the construction of a (5) stall parking lot and an RV dump station located at Ottumwa Campground for the City of Ottumwa, Ottumwa, Iowa.

1.02 WORK BY OWNER

A. The Owner may award contracts or undertake the supply and installation of materials and equipment that may be done concurrent with this construction.

B. Items also noted NIC (Not-In-Contract), will be supplied and installed by Owner.

1.03 OWNER SUPPLIED PRODUCTS

A. Owner's Responsibilities:

1. Arrange for and deliver Owner reviewed Shop Drawings, Product Data, and Samples, to Contractor.
2. Arrange and pay for Product delivery to site.
3. On delivery, inspect Products jointly with Contractor.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

B. Contractor's Responsibilities:

1. Review Owner reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload Products at site; inspect for completeness or damage, jointly with Owner.
3. Handle, store, install and finish Products.
4. Repair or replace items damaged after receipt.

C. The following abbreviations are utilized in the Contract Documents:

1. OFOI - Owner Furnished Owner Installed.
2. OFCI - Owner Furnished Contractor Installed.

1.04 CONTRACTOR USE OF SITE AND PREMISES

A. Access to Site: Contractor's access to the areas can start immediately.

B. Site and Facility Egress must be kept open for the Owner during construction.

C. Construction Operations: Limited to areas noted on Drawings.

C. Utility Outages and Shutdown: It is absolutely required that these be coordinated with Owner prior to implementation.

SECTION 01100  
SUMMARY OF WORK

1.05 WORK SEQUENCE

- A. Construct Work as shown on the contract documents to accommodate Owner will be occupying the Shower house during the construction period. Coordinate construction schedule and operations with both the Owner and Architect/Engineer.

1.06 OWNER OCCUPANCY

- A. The Owner will occupy the adjacent existing Shower house building during the period of construction.
- B. Schedule the Work to accommodate this requirement.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01100

01100-2

SECTION 01250  
SUBSTITUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

1.3 PRODUCT OPTIONS

- A. See Section 01 60 00 - Product Requirements.

1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Architect/Engineer will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:
  - 1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
  - 2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
  - 3. Reference to Article and Paragraph numbers in Specification Section.
  - 4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
  - 5. Changes required in other Work.

SECTION 01250  
SUBSTITUTION REQUIREMENTS

6. Availability of maintenance service and source of replacement parts as applicable.
  7. Certified test data to show compliance with performance characteristics specified.
  8. Samples when applicable or requested.
  9. Other information as necessary to assist Architect/Engineer's evaluation.
- D. A request constitutes a representation that Bidder or Contractor:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
  2. Will provide same warranty for substitution as for specified product.
  3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  4. Waives claims for additional costs or time extension that may subsequently become apparent.
  5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
  6. Will reimburse Owner and Architect/Engineer for review or redesign services associated with reapproval by authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit requests for substitutions on form attached to end of this Section.
  2. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
  3. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
  4. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

1.5 INSTALLER SUBSTITUTION PROCEDURES

- A. Architect/Engineer will consider requests for substitutions only within 15 days after date of Owner-Contractor Agreement.
- B. Document each request with:
1. Installer's qualifications.
  2. Installer's experience in work similar to that specified.
  3. Other information as necessary to assist Architect/Engineer's evaluation.
- C. Substitution Submittal Procedure:
1. Submit three copies of Request for Substitution for consideration. Limit each request to one proposed substitution.
  2. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.



SECTION 01250  
SUBSTITUTION REQUIREMENTS



**SUBSTITUTION  
REQUEST**

(After the Bidding/Negotiating Phase)

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
From: \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
A/E Project Number: \_\_\_\_\_  
Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_  
Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

History:  New product  1-4 years old  5-10 years old  More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_  
\_\_\_\_\_

Point-by-point comparative data attached — REQUIRED BY A/E

Reason for not providing specified item: \_\_\_\_\_  
\_\_\_\_\_

Similar Installation:  
Project: \_\_\_\_\_ Architect: \_\_\_\_\_  
Address: \_\_\_\_\_ Owner: \_\_\_\_\_  
Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work:  No  Yes, explain \_\_\_\_\_  
\_\_\_\_\_

Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_)

Proposed substitution changes Contract Time:  No  Yes [Add] [Deduct] \_\_\_\_\_ days.

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

SECTION 01250  
SUBSTITUTION REQUIREMENTS

**SUBSTITUTION  
REQUEST**

(After the Bidding/Negotiating Phase — Continued)

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments:

**A/E'S REVIEW AND RECOMMENDATION**

- Approve Substitution - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Approve Substitution as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures.
- Reject Substitution - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

**OWNER'S REVIEW AND ACTION**

- Substitution approved - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 33 00 Submittal Procedures. Prepare Change Order.
- Substitution rejected - Use specified materials.

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments:  Contractor  Subcontractor  Supplier  Manufacturer  A/E

SECTION 01310  
PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Pre-construction Meeting
- C. Progress Meetings.
- D. Pre-installation Meetings.

1.02 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various sections of the Contract Documents to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.03 PRECONSTRUCTION MEETING

- A. Owner and Architect/Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Architect/Engineer, Contractor, and major subcontractors (mechanical and electrical).
- C. Agenda:
  - 1. Distribution of Contract Documents.

SECTION 01310  
PROJECT MANAGEMENT AND COORDINATION

2. Requirements and schedule for Contractor's submission of list of Subcontractors, list of Products, schedule of values, project schedule, bonds and insurance certificates.
3. Designation of responsible personnel representing the Owner, the Contractor, and the Architect/Engineer.
4. Review construction schedule:
  - Official contract start date
  - Substantial completion deadline
  - Final completion deadline
  - Critical dates during Construction
  - Equipment deliveries and priorities
  - Critical Work sequencing
5. Procedures and processing of
  - Field decisions
  - Shop Drawings
  - Product Data
  - Samples
  - Substitutions
  - Applications for payment
  - Change Orders
  - Contract close out
6. Use of premises by Owner and Contractor.
7. Requirements and procedures for testing.
8. Scheduling activities of a Geo-technical Engineer and other testing Personnel.
9. Survey and building layout.
10. Safety.
11. Security.
12. Contractor's field office.
13. Housekeeping.
14. Working hours.
15. Construction facilities and controls provided by Owner.
16. Temporary utilities provided by Owner.
17. Procedures for maintaining record documents.
18. Requirements for start-up of equipment.
19. Review and acceptance of equipment put into service during construction period.
20. Other items of discussion.

1.04      PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum bi-weekly (every two weeks) intervals.
- B. Make arrangements for meetings and prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required Job superintendent, major Subcontractors and suppliers, Owner, and Architect/Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
  1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede planned progress.

SECTION 01310  
PROJECT MANAGEMENT AND COORDINATION

5. Review of submittals schedule and status of submittals.
  6. Review of off-site fabrication and delivery schedules.
  7. Maintenance of progress schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with one copy to each to the Architect/Engineer and Owner and other participants, and those affected by decisions made.

1.05 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a pre-installation meeting at work site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Owner and Architect/Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  1. Review conditions of installation, preparation and installation procedures.
  2. Review coordination with related work.
  3. Review existing building conditions on the exterior and interior.
- E. Record minutes and distribute copies within two days after meeting to participants, with one copy each to Architect/Engineer, Owner, and other participants, and those affected by decisions made.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01310

01310-3

SECTION 01330  
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Use of electronic CAD files of Project Drawings.
- G. Shop Drawings.
- H. Samples.
- I. Other submittals.
- J. Design data.
- K. Test reports.
- L. Certificates.
- M. Manufacturer's instructions.
- N. Manufacturer's field reports.
- O. Erection Drawings.
- P. Construction photographs.
- Q. Contractor review.
- R. Architect/Engineer review.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Architect/Engineer's responsive action. Submittals may be rejected for not complying with requirements.

SECTION 01330  
SUBMITTAL PROCEDURES

1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect/Engineer-accepted form.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project and deliver to Architect/Engineer at business address and submit electronic submittals via email as PDF electronic files. Coordinate submission of related items.
- F. For each submittal for review, allow 15 days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Architect/Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Architect/Engineer.

1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 01 32 16 - Construction Progress Schedule

1.5 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

SECTION 01330  
SUBMITTAL PROCEDURES

1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Architect/Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit electronic submittals via email as PDF electronic files.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
  - 1. Use of files is solely at receiver's risk. Architect/Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Architect/Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
  - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
  - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.
  - 4. Receiver shall not hold Architect/Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
  - 5. Receiver shall understand that even though Architect/Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
  - 6. Receiver shall not hold Architect/Engineer responsible for such viruses or their consequences, and shall hold Architect/Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.



SECTION 01330  
SUBMITTAL PROCEDURES

1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
  - 1. Include signed and sealed calculations to support design.
  - 2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit electronic submittals via email as PDF electronic files.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.9 SAMPLES

- A. Samples: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Samples for Selection as Specified in Product Sections:
  - 1. Submit to Architect/Engineer for aesthetic, color, and finish selection.
  - 2. Submit Samples of finishes, textures, and patterns for Architect/Engineer selection.
- C. Submit Samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate Sample submittals for interfacing work.
- D. Include identification on each Sample, with full Project information.
- E. Submit number of Samples specified in individual Specification Sections; Architect/Engineer will retain one Sample.
- F. Reviewed Samples that may be used in the Work are indicated in individual Specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in Specification Section.
- H. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

SECTION 01330  
SUBMITTAL PROCEDURES

1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 01 70 00 - Execution and Closeout Requirements.
- B. Informational Submittal: Submit data for Architect/Engineer's knowledge as Contract administrator or for Owner.
- C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

1.11 TEST REPORTS

- A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.12 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect/Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, [startup,] adjusting, and finishing, to Architect/Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.14 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report within 5 days of observation to Architect/Engineer for information.

SECTION 01330  
SUBMITTAL PROCEDURES

- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

1.15 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

1.16 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Architect/Engineer.
- B. Contractor: Responsible for:
  - 1. Determination and verification of materials including manufacturer's catalog numbers.
  - 2. Determination and verification of field measurements and field construction criteria.
  - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
  - 4. Determination of accuracy and completeness of dimensions and quantities.
  - 5. Confirmation and coordination of dimensions and field conditions at Site.
  - 6. Construction means, techniques, sequences, and procedures.
  - 7. Safety precautions.
  - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Architect/Engineer.

1.17 ARCHITECT/ENGINEER REVIEW

- A. Do not make "mass submittals" to Architect/Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Architect/Engineer's review time stated above will be extended as necessary to perform proper review. Architect/Engineer will review "mass submittals" based on priority determined by Architect/Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Architect/Engineer's information, do not require Architect/Engineer's responsive action, and will not be reviewed or returned with comment.

SECTION 01330  
SUBMITTAL PROCEDURES

- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order, Architect's Supplemental Instruction, Field Order, or Construction Change Directive.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 33 00

013300-7

SECTION 01400  
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Mockup requirements.
- F. Testing and inspection services.
- G. Manufacturers' field services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Architect/Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

SECTION 01400  
QUALITY REQUIREMENTS

1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference in reference documents.

1.5 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
  - 1. Model number.
  - 2. Serial number.
  - 3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

1.6 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this Section and identified in individual product Specification Sections.
- B. Assemble and erect specified or indicated items with specified or indicated attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mockups shall be comparison standard for remaining Work.
- D. Where mockup has been accepted by Architect/Engineer and is specified in product Specification Sections to be removed, remove mockup and clear area when directed to do so by Architect/Engineer.

SECTION 01400  
QUALITY REQUIREMENTS

1.7 TESTING AND INSPECTION SERVICES

- A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.
  - 1. Before starting Work, submit testing laboratory name, address, and telephone number, and names of full-time Professional Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
  
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Architect/Engineer and authorities having jurisdiction.
  - 1. Laboratory: Authorized to operate at Project location in State of Iowa.
  - 2. Laboratory Staff: Maintain full-time Professional Engineer on staff to review services.
  - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
  
- C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Architect/Engineer or Owner.
  
- D. Reports shall be submitted by independent firm to Architect/Engineer, Contractor, and authorities having jurisdiction, in, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
  - 1. Submit final report indicating correction of Work previously reported as noncompliant.
  
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - 1. Notify Architect/Engineer and independent firm 24 hours before expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
  
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
  
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Architect/Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
  
- H. Agency Responsibilities:
  - 1. Test Samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at Site. Cooperate with Architect/Engineer and Contractor in performance of services.
  - 3. Perform indicated sampling and testing of products according to specified standards.

SECTION 01400  
QUALITY REQUIREMENTS

4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  5. Promptly notify Architect/Engineer and Contractor of observed irregularities or nonconformance of Work or products.
  6. Perform additional tests required by Architect/Engineer.
  7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit [two] < \_\_\_\_\_ > copies of report to Architect/Engineer, Contractor, and authorities having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
1. Date issued.
  2. Project title and number.
  3. Name of inspector.
  4. Date and time of sampling or inspection.
  5. Identification of product and Specification Section.
  6. Location in Project.
  7. Type of inspection or test.
  8. Date of test.
  9. Results of tests.
  10. Conformance with Contract Documents.
- J. Limits on Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  2. Agency or laboratory may not approve or accept any portion of the Work.
  3. Agency or laboratory may not assume duties of Contractor.
  4. Agency or laboratory has no authority to stop the Work.

1.8 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment and commissioning as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations. Observer is subject to approval of Architect/Engineer and Owner.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 01 33 00 - Submittal Procedures, "Manufacturer's Field Reports" Article.



SECTION 01400  
QUALITY REQUIREMENTS

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01400

01400-5

SECTION 01520  
CONSTRUCTION FACILITIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities: Electricity, ventilation, water, and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access to site, progress cleaning, and loud construction work.

1.02 TEMPORARY ELECTRICITY

- A. Cost: By Owner; connect to Owner's existing power service. Do not disrupt Owner's need for continuous service. Owner will pay cost of energy used. Exercise measures to conserve energy.
- B. Provide temporary electric feeder from existing site electrical service at location as directed. Do not disrupt Owner's need for continuous service.
- C. Complement existing power service capacity and characteristics as required.
- D. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- E. Provide main service disconnect and over-current protection at convenient location.
- F. Permanent convenience receptacles may not be utilized during construction, except as approved by Owner's representatives.

1.03 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Utilize existing ventilation equipment where applicable. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

1.04 TEMPORARY WATER SERVICE

- A. Connect to existing water source for construction operations.
- B. Owner will pay cost of water used. Exercise measures to conserve water.
- C. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

1.05 TEMPORARY SANITARY FACILITIES

- A. General Contractor to provide temporary sanitation facilities for employees.

SECTION 01520  
CONSTRUCTION FACILITIES

1.06 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction staging areas to allow for Owner's use of site to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing adjacent areas of the building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.07 INTERIOR ENCLOSURES

- A. Provide temporary partitions as required to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces.

1.08 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

1.09 SECURITY

- A. Provide security and facilities to protect Work, and existing facilities and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

1.10 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- C. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

SECTION 01520  
CONSTRUCTION FACILITIES

1.11 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials prior to Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.12 SITE ACCESS: The contractor shall have continuous access on the site for material and personnel movement to the site. The contractor shall protect all existing facilities elsewhere on the site with blankets, boards, and other methods and as acceptable to the Owner. Remove all protective materials following completion of the project. Coordinate all parking and access routes and protective methods with the Owner prior to starting the work.

1.13 The contractor shall defer loud demolition work to hours either preceding or following normal business hours. Coordinate with the Owner's representative.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION 01520

SECTION 01600  
PRODUCT REQUIREMENTS

PART I - GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Equipment electrical characteristics and components.

1.2 PRODUCTS

- A. At minimum, comply with specified requirements and reference standards.
- B. Specified products define standard of quality, type, function, dimension, appearance, and performance required.
- C. Furnish products of qualified manufacturers that are suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise. Confirm that manufacturer's production capacity can provide sufficient product, on time, to meet Project requirements.
- D. Domestic Products: Except where specified otherwise, domestic products are required and interpreted to mean products mined, manufactured, fabricated, or produced in United States or its territories.
- E. Do not use materials and equipment removed from existing premises except as specifically permitted by Contract Documents.
- F. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Comply with delivery requirements in Section 01 74 19 - Construction Waste Management and Disposal.
- B. Transport and handle products according to manufacturer's instructions.
- C. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

SECTION 01600  
PRODUCT REQUIREMENTS

- D. Provide equipment and personnel to handle products; use methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products according to manufacturer's instructions.
- B. Store products with seals and labels intact and legible.
- C. Store sensitive products in weathertight, climate-controlled enclosures in an environment suitable to product.
- D. For exterior storage of fabricated products, place products on sloped supports aboveground.
- E. Provide bonded off-Site storage and protection when Site does not permit on-Site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products; use methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Products complying with specified reference standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and complying with Specifications; no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit Request for Substitution for any manufacturer not named, according to Section 01 25 00 - Substitution Procedures.

PART 2 - PRODUCTS

2.1 EQUIPMENT ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Wiring Terminations: Furnish terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Include lugs for terminal box.

SECTION 01600  
PRODUCT REQUIREMENTS

- B. Cord and Plug: Furnish minimum ~~6-foot~~ (2-m) long cord and plug including grounding connector for connection to electric wiring system. Cord of longer length may be specified in individual Specification Sections.

PART 3 - EXECUTION - Not Used

END OF SECTION 01 60 00

01600-3

SECTION 01700  
PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 SUBSTANTIAL COMPLETION

- A. Contractor:
  - 1. Submit written certification to Architect that project, or designated portion of project, is substantially complete.
  - 2. Submit list of major items to be completed or corrected.
- B. Architect will make an observation within seven days after receipt of certification together with Owner's representative.
- C. Should Architect consider that work is substantially complete:
  - 1. Architect shall prepare an amended list of items to be completed or corrected as determined by the inspection.
  - 2. Architect will prepare and issue a Certificate of Substantial Completion containing:
    - a. Date of substantial completion.
    - b. Amended list of items to be completed or corrected.
    - c. Time schedule to complete or correct work.
    - d. Time and date Owner will assume possession of work or designated portion thereof.
    - e. Signatures of:
      - (1) Architect.
      - (2) Contractor.
      - (3) Owner.
- D. Should Architect consider that work is not substantially complete:
  - 1. Architect shall notify Contractor in writing stating reasons.
  - 2. Contractor shall complete work and send second written notice to Architect certifying that project, or designated portion of project, is substantially complete.
  - 3. Architect will re-observe work.

1.02 FINAL INSPECTION

- A. Contractor shall submit written certification that:
  - 1. Contract documents have been reviewed.
  - 2. Project has been inspected for compliance with contract documents.



SECTION 01700  
PROJECT CLOSEOUT

3. Work has been completed in accordance with contract documents.
  4. Equipment and systems have been tested in the presence of Owner's representative and are operational.
  5. Project is completed and ready for final inspection.
- B. Architect will make final observation within seven days after receipt of certification.
- C. Should Architect consider that work is finally complete in accordance with requirements of contract documents, he shall request Contractor to make project closeout submittals.
- D. Should Architect consider that work is still not finally complete:
1. He shall notify Contractor in writing stating reasons.
  2. Contractor shall take immediate steps to remedy the stated deficiencies and send second written notice to Architect certifying that work is complete.
  3. Architect will re-observe work.

1.03 RE-OBSERVATION COSTS

- A. Should Architect be required to perform second observation because of failure of work to comply with original certifications of Contractor, Owner will compensate Architect for additional services and deduct amount paid from final payment to Contractor.

1.04 CLOSEOUT SUBMITTALS

- A. Project record documents: Provide one set of marked-up documents showing any changes from original design done during construction.
- B. Guarantees and Bonds specified in General Conditions.

1.05 INSTRUCTION

- A. Instruct Owner's personnel in operation of all systems, mechanical, electrical and other equipment.

1.06 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Submit the following documents before final payment is made:
1. Contractor's release or waiver of liens.
  2. Separate releases or waivers of liens for subcontractors, suppliers and others with lien rights against property of Owner together with list of those parties.
- B. All submittals shall be duly executed before delivery to Architect.

SECTION 01700  
PROJECT CLOSEOUT

1.07 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit final application in accordance with requirements of General and Supplementary Conditions.
- B. Architect will issue final certificate in accordance with provisions of General Conditions.
- C. Should final completion be materially delayed through no fault of Contractor, Architect may issue a Semi-final Certificate of Payment, in accordance with provisions of General Conditions.

1.08 POST-CONSTRUCTION OBSERVATION

- A. Prior to expiration of one year from date of substantial completion, Architect may make visual observation of project in company with Owner and Contractor to determine whether correction of work is required in accordance with provisions of General Conditions.
- B. For guarantees beyond one year, Architect will make observations at request of Owner after notification to Contractor.
- C. Architect will promptly notify Contractor in writing of any observed deficiencies.

END OF SECTION 01700

SECTION 01732  
CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for cutting and patching.

1.02 SUBMITTALS

- A. Submit written request in advance of cutting or altering elements which affect:
  - 1. Structural integrity of element.
  - 2. Integrity of weather-exposed or moisture-resistant elements.
  - 3. Efficiency, maintenance, or safety of element.
  - 4. Visual qualities of sight-exposed elements.
  - 5. Work of Owner or separate Contractor.

1.03 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety-related components in a manner that would result in reducing their capacity to perform as intended, or results in increased maintenance, or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect/Engineer's judgment, reduce the building's aesthetic qualities or result in visual evidence of cutting or patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will be equivalent to or surpass that of existing materials.

PART 3 EXECUTION

3.01 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching, to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

**SECTION 01732  
CUTTING AND PATCHING**

- C. Avoid interference with use of adjoining areas of interruption of free passage to adjoining areas.
- D. Take precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

**3.03 PERFORMANCE**

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
- B. Cut existing construction only where required to provide for installation of other components or performance of other construction activities, and perform the subsequent fitting and patching required to restore surfaces to their original condition.
- C. Execute cutting, fitting and patching including excavation and fill to complete Work, and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and non-conforming Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute Work by methods which will avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore Work with new Products in accordance with requirements of Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; seal voids.
- I. Identify any hazardous substance or condition exposed during the Work to the Architect/Engineer for decision or remedy.
- J. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
- K. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken portion containing the patch, after the patched area has received primer and second coat.

**3.04 CLEANING**

- A. Clean areas and spaces where cutting and patching is performed or used as access. Remove paint, mortar, oils, putty and items of similar nature. Clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION 01732

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Mar 21, 2023

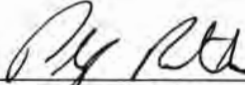
Philip Rath

Prepared By

Finance

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution 35-2023 Approving FY24 Maximum Property Tax Dollars.

\*\*\*\*\*



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



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

RECOMMENDATION: Open Public Hearing  
Presentation by City Staff  
Call for written and oral objections.  
Close public hearing.

DISCUSSION: Iowa law requires the City Council to hold a public hearing on the proposed Maximum Property Tax Dollars before adopting the City Budget. The rate of \$17.34379 is the maximum levy for affected property taxes for the City of Ottumwa. This rate does not include levies for Debt Service, Support Public Library or SSMIDs for total Property Taxes levied as \$22.01539. For FY23 that Max Levy was set at \$16.655, for a total of \$21.22 and final was \$21.22. Council will approve the final levy rate when certifying the FY24 budget. Due to the passage of SF181, the assessed valuation is reduced by \$17M. The requested change is up to \$0.23032 above the previous max levy.

Source of Funds:

Budgeted Item:



Budget Amendment Needed: No

**RESOLUTION NO. 35-2023**

**A RESOLUTION APPROVING MAXIMUM PROPERTY TAX DOLLARS FOR FISCAL YEAR 2024.**

**WHEREAS**, the City Council of the City of Ottumwa have considered the proposed maximum property tax dollars for the affected levy total related to FY2024; and

**WHEREAS**, a notice concerning the proposed city maximum property tax dollars was published as required and posted on city web site and/or social media accounts if applicable; and

**WHEREAS**, a public hearing concerning the proposed city maximum property tax dollars was held on February 7, 2023 and a maximum levy of \$17.11347 was established; and

**WHEREAS**, following this action by the City Council the Iowa Legislature adopted SF 181 which reduced the amount of taxable value for the city resulting in reduced revenue; and

**WHEREAS**, a public hearing concerning the proposed city maximum property tax dollars was held on March 21, 2023 to address a revision to the maximum levy.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Ottumwa that the maximum property tax dollars for the affected tax levies for FY24 shall not exceed the following total:

Total maximum levy for affected property tax levies – \$17.34379

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY24 does not represent an increase of greater than 102% from the Maximum Property Tax dollars requested for FY23.

**APPROVED, PASSED, AND ADOPTED** this 21<sup>st</sup> day of March 2023.

AYES: Roe, Galloway, McAntire, Hull, Pope

NAYS: None



ATTEST:

A handwritten signature in blue ink that reads "Christina Reinhard".

Christina Reinhard, City Clerk

CITY OF OTTUMWA, IOWA

A handwritten signature in blue ink that reads "Richard W. Johnson".


Richard W. Johnson, Mayor

# PROOF OF PUBLICATION

STATE OF IOWA  
 WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Max Levy  
City of Ottumwa



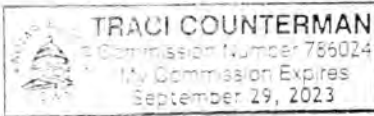
hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 3/11/23  
 Subscribed and sworn to before me, and in my presence, by the said 11th day of March, 2023



Notary Public

In and for Wapello County



Printer's fee \$47.08

## COPY OF ADVERTISEMENT

CITY NAME OTTUMWA	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY Fiscal Year July 1, 2023 - June 30, 2024	CITY CODE 90-868		
The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:				
Meeting Date: 3/21/2023	Meeting Time: 5:30pm	Meeting Location: COUNCIL CHAMBERS 105 E THIRD ST OTTUMWA IOWA		
At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.				
<b>Iowa Department of Management</b>				
	<b>Current Year Certified Property Tax</b>	<b>Budget Year Effective Property Tax</b>	<b>Budget Year Proposed Maximum Property Tax</b>	<b>Annual % CHG</b>
	<b>2022/2023</b>	<b>2023/2024**</b>	<b>2023/2024</b>	
Regular Taxable Valuation 643716660	1 679,001,735	643,716,660	643,716,660	
<b>Tax Levies:</b>				
Regular General	2 \$5,499,914	\$5,499,914	\$5,214,105	\$8.10000
Contract for Use of Bridge	3 \$0	\$0	\$0	\$0.00000
Opr & Maint Publicly Owned Transit	4 \$0	\$0	\$0	\$0.00000
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5 \$0	\$0	\$0	\$0.00000
Opr & Maint of City-Owned Civic Center	6 \$91,665	\$91,665	\$86,902	\$0.13500
Planning a Sanitary Disposal Project	7 \$0	\$0	\$0	\$0.00000
Liability, Property & Self-Insurance Costs	8 \$509,251	\$509,251	\$550,000	\$0.85441
Support of Local Emer. Mgmt. Commission	9 \$0	\$0	\$0	\$0.00000
Emergency	10 \$183,300	\$183,300	\$173,803	\$0.27000
Police & Fire Retirement	11 \$1,222,203	\$1,222,203	\$1,168,466	\$1.81519
FICA & IPERS	12 \$814,802	\$814,802	\$828,132	\$1.28649
Other Employee Benefits	13 \$2,987,608	\$2,987,608	\$3,143,075	\$4.88270
<b>*Total 384.15A Maximum Tax Levy</b>	14 \$11,308,743	\$11,308,743	\$11,164,483	-1.28%
<b>Calculated 384.15A Maximum Tax Rate</b>	15 \$16.65495	\$17.56789	\$17.34379	
Explanation of significant increases in the budget:				
If applicable, the above notice also available online at: ottumwa.us; <a href="https://www.facebook.com/cityofottumwa">https://www.facebook.com/cityofottumwa</a>				
*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy				
**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year				

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: March 21, 2023

John Lloyd WPCF Superintendent  
Prepared By

Public Works - WPCF  
Department

Larry Seals *Larry Seals*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: OADC Fairbanks pump replacement

\*\*\*\*\*

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

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

RECOMMENDATION:

Approve the OADC Fairbanks pump replacement in the amount of \$12,468.00.

DISCUSSION: This is to replace OADC Pump #1 which is used for pumping waste water at Ottumwa Area Development Corporation (OADC) toward the Water Pollution Control Plant. This unit was installed in 1975. The volute is worn out with longer bolts and shims to keep it operational. The pump has had work done in the past by having the bottom machined. However, the top could not be machined due to the material wearing thin. The mechanical seal has failed. The City has gotten the useful life out of this pump, and the secondary matching pump was replaced in 2021 due to the same reasons.

This purchase would come from line item 610-8-815-6727 which was budgeted \$75,000. With approval of this expenditure and previous purchases the remaining balance is \$33,573.

The pump comes with a one year warranty.





OADC

**QUOTATION**

**DATE:** March 15, 2023  
**TO:** Ottumwa Water Pollution Control Facility  
**SUBJECT:** Fairbanks Vertical Solids Handling Pump  
(Replacement for S/N K2W1-075917)

**ATTN:** Mr. Mike Ashlock

We are pleased to offer the following equipment for your review and acceptance.

**SCOPE OF SUPPLY**

1 EA. Fairbanks Model 4" B5432 4x6 7.5 HP, 1750 RPM  
Vertical "Bilttogether" Solids Handling Pump  
Design Point: 200 GPM @ 45 Ft TDH  
4" Flanged Discharge, 6" Flanged Suction  
Dynamically Balanced Impeller, Stainless Steel Shaft Sleeve,  
Mechanical Seal, 7-1/2 HP 1750 RPM ODP, with Stand  
CCW Rotation Discharge Position 9  
(Less Base and Suction Elbow)

**TOTAL PRICE WITH FREIGHT:** \$12,468.00

Sales tax is not included.

Lead time is approximately 15 – 17 weeks after receipt of order.

Thank you for the opportunity to offer this proposal. Feel free to contact me with any questions or if additional information is required.

Sincerely;

ALLIED SYSTEMS, INC.

*Larry Landphair*

Larry Landphair  
Sales Engineer

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: March 21, 2023

John Lloyd WPCF Superintendent  
Prepared By

Public Works - WPCF  
Department

Larry Seals *Larry Seals*  
Department Head

*[Signature]*  
City Administrator Approval

AGENDA TITLE: Elm Street Lift Station Pump #1 Repair

\*\*\*\*\*

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

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

RECOMMENDATION:

Approve the Elm Street Lift Station Pump #1 repair in the amount of \$12,507.00.

DISCUSSION: This is to repair the impeller and wear rings on pump #1 which is used for pumping to the Wastewater Plant Headworks. The cost of a new unit is estimated at exceeding \$131,287. A pump impeller and wear ring would be \$12,507. Due to a difference in prices of more than \$118,000 we recommend repairing the pump rather than replacement.

Our maintenance crew will be installing the parts when received.

This purchase would come from line item 610-8-815-6399 which was budgeted \$140,000. With approval of this expenditure and previous purchases the remaining balance is \$52,721.

With Flygt pumps repaired by Electric Pump, there is a 90 day warranty on parts and labor.



# QUOTATION

4280 E 14th Street  
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079  
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0150474  
QUOTE DATE: 12/9/2022  
EXPIRE DATE: 1/9/2023

SALESPERSON: CHAD SPARKS  
CUSTOMER NO: 6830641  
QUOTED BY: JRF  
JOYCE

QUOTED TO:  
OTTUMWA WATER POLL CONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

JOB LOCATION:  
OTTUMWA WATER POLL CONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

CONFIRM TO:  
JOHN LLOYD

\*\*\* QUOTE ORDER - DO NOT PAY\*\*\*

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
JOHN LLOYD	BESTWAY	ORIGIN	Net 30 Days

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
-------------	------	---------	---------	------------	-------	--------

WE ARE PLEASED TO OFFER THE FOLLOWING BUDGETARY QUOTATION FOR REPLACEMENT OF YOUR FLYGT 3306/665-0961180 PUMP AT ELM STREET LIFT STATION WITH CURRENT MODEL:

*	EACH	1.00	0.00	0.00	114,951.00	114,951.00
FLYGT NT3306-665-670 WITH 125 HP MOTOR, 50' SHIELDED POWER CABLE 1.54" (39MM), MAS BU 811 BASE UNIT						

NOTE: ITEMS THAT WILL ALSO BE NEEDED BUT ONLY NEED TO BE PURCHASED ONCE FOR THE STATION

0000008230700	EACH	1.00	0.00	0.00	3,339.00	3,339.00
MONITOR,PUMP MAS800 CU						
0000008224803	EACH	1.00	0.00	0.00	3,830.00	3,830.00
PANEL,OPERATOR 432 15"						
*	EACH	1.00	0.00	0.00	9,167.00	9,167.00
MAS801 PANEL						

ESTIMATED LEAD TIME IS 16 TO 18 WEEKS ARO, SUBJECT TO FACTORY CHANGE

THE PRICING ON THIS QUOTE DOES NOT INCLUDE FREIGHT, INSTALLATION OR START UP SERVICES

Electric Pump is committed to supplying you, our customer, the highest quality products & service.  
jfrohwein@electricpump.com  
THANK YOU, JOYCE FROHWEIN

# QUOTATION



4280 E 14th Street  
Des Moines IA 50313-2604 USA

Telephone: (515) 265-2222 / FAX (515) 265-8079  
Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0150474  
QUOTE DATE: 12/9/2022  
EXPIRE DATE: 1/9/2023

SALESPERSON: CHAD SPARKS  
CUSTOMER NO: 6830641  
QUOTED BY: JRF  
JOYCE

QUOTED TO:  
OTTUMWA WATER POLL CONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

JOB LOCATION:  
OTTUMWA WATER POLL CONTROL  
2222 SOUTH EMMA  
OTTUMWA, IA 52501

CONFIRM TO:  
JOHN LLOYD

**\*\*\* QUOTE ORDER - DO NOT PAY\*\*\***

CUSTOMER P.O. JOHN LLOYD	SHIP VIA BESTWAY	F.O.B. ORIGIN	TERMS Net 30 Days
-----------------------------	---------------------	------------------	----------------------

ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
-------------	------	---------	---------	------------	-------	--------

All return goods must have written approval from Electric Pump, Inc. before returning. Credit will not be issued without written approval and if applicable there will be a Restock Fee.

Please note that we are no longer offering a thirty(30) day validity date. Due to the current volatility in the materials market, pricing and ship dates are subject to confirmation at time of order.

Net Order:	131,287.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
<b>Order Total</b>	<b>131,287.00</b>

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Mar 21, 2023

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: Historic Preservation Certified Local Government Annual Report

\*\*\*\*\*

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

RECOMMENDATION: Accept Certified Local Government Annual Report

DISCUSSION: The Ottumwa Historic Preservation Commission has completed the Certified Local Government Annual Report for 2023 and has submitted the Report to City Council to be reviewed and accepted. The CLG Annual Report is required to be completed and submitted to the Iowa Department of Cultural Affairs.

Source of Funds:

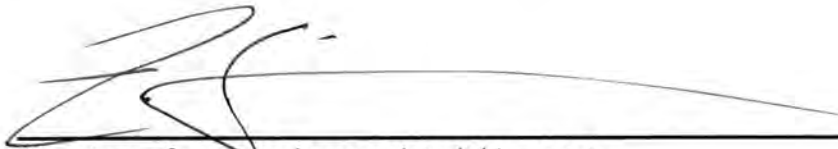
Budgeted Item:  Budget Amendment Needed:

The Annual Report ensures the Ottumwa Historic Preservation Commission completes certain requirements to remain in good standing as a Certified Local Government. Such requirements include: meeting at least three times a year and attending at least one state-sponsored or state-approved training sessions.

After Council review, the report will be signed and submitted to the State Historic Preservation Office. HPC Chair Dennis Willhoit will provide an update to Council about the work of the Commission.

# Certified Local Government Annual Report

Name of Certified Local Government: Ottumwa, Iowa



*Signature of person who completed this report*

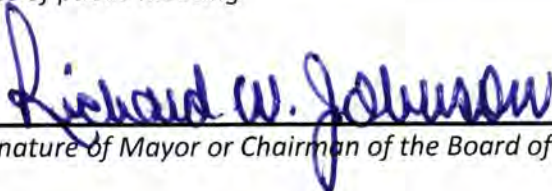
March 21, 2023

*Date*

*I certify that a representative of the historic preservation commission has attended a public meeting and presented the details of this report to the city council (city CLG) or the Board of Supervisors (county CLG).*

March 21, 2023

*Date of public meeting*



*Signature of Mayor or Chairman of the Board of Supervisors*

March 21, 2023

*Date*

Richard W. Johnson, Mayor

*Printed Name of Elected Official*

***Please upload this completed form with your annual report on SlideRoom.***

***Thank you.***

## 2023 Ottumwa Historic Preservation Commission Work Plan

- Projects planned for 2023
  - Historic Preservation Plan
    - Release RFP and select contractor
    - Complete or make substantial progress on completing the plan document by the end of the year
    - Conduct survey and hold public meetings to generate feedback for the preservation plan
  - Work with City Staff to transfer ownership of the First National Bank and W.R. Daum House to private owners for rehabilitation
  - Continue to hold neighborhood meetings for residents of historic districts
  - Host Preservation Awards in May 2023 to recognize outstanding preservation projects from throughout the community



**▲** Certified Local  
Government Annual  
Report

## Certified Local Government Annual Report

\* indicates a required field

*Under the CLG Agreement with the State, local governments and their historic preservation commissions are responsible for submitting an annual report documenting the commission's preservation work and that they have met the requirements of the CLG program.*

*This annual report is also an important tool for your commission to evaluate its own performance and to plan for the coming year.*

*We look forward to hearing from each CLG this year!*

**▲ Four questions on this form need attention.**

Some required questions are incomplete: [19](#), [34](#), [35](#) and [36](#)

**1. Name of the city, county, or land use district: \***

Please choose the name from the drop down table.

Ottumwa Historic Preservation Commission

**2. Did your commission undertake any survey, evaluation and/or registration/nomination projects in this calendar year? \***

CLG Standards are in your local government's Certified Local Government (CLG) Agreement and the National Historic Preservation Act:

- 1) The CLG shall maintain a system for the survey and inventory of historic and prehistoric properties in a manner consistent with and approved by the STATE.
- 2) The CLG will review National Register nominations on any property that lies in the jurisdiction of its historic preservation commission.

Please upload any Iowa Site Inventory Forms or other survey materials produced during the year. Please do not upload any projects that were funded with a CLG or HRDP grant, mandated by the Section 106 review and compliance process, or National Register nominations as we already have these documents in our files.

no

**3. Were any National Register of Historic Places (NRHP) properties in your jurisdiction altered, moved, or demolished in this calendar year? \***

[1 Forms](#)[2 Attachments](#)[3 Portfolio](#)[4 Submit](#)[NEXT >](#)**4. Does your local government designate local landmarks or local districts? \***

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at [historic.preservation@iowa.gov](mailto:historic.preservation@iowa.gov) before you complete this section.

No

**5. If you answered yes to the previous question, in this calendar year, what properties did your city place on its list of locally designated historic landmarks and/or historic districts? Please provide the historic name and address of each property**

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at [historic.preservation@iowa.gov](mailto:historic.preservation@iowa.gov) before you complete this section.

REMINDER: Before local districts are designated by your city council, you must send the local nomination to the SHPO for review and comment. Please allow at least 45 days for review before the nomination is scheduled for city council review. The SHPO review takes place after your commission has approved the local district nomination and BEFORE it is placed on the city council's agenda.

437 N Court and 510 N Court were demolished. These are located in the Court Hill Historic District but are not contributing.

124 of 8000 characters

**5.1.**

**Please attach a copy of the final designation nomination(s) and ordinances(s) for these properties**

 Choose a file**6. In this calendar year, what were the actions to revise, amend, change, or de-list a locally designated property? Please provide the name and address of the property(ies) and the action. If no action was taken, enter N/A \***

N/A

3 of 8000 characters

**7. Has your city or county passed other ordinances that directly or indirectly affect historic preservation? \***

**8. Did your city, county, LUD or its historic preservation commission undertake any of the following activities in this calendar year? Please think broadly about this question and include any activity (small or large) that facilitated historic preservation in your community. This is your opportunity to boast about your accomplishments and get credit for the great work you do!**

CLG Standards found in CLG Agreement and National Historic Preservation Act:

1) The CLG will enforce all appropriate state and local ordinances for designating and protecting historic properties.

2) The CLG shall provide for adequate public participation in the local historic preservation programs.

a. Historic preservation planning. Examples include the development or revision of an preservation plan, development of a work plan for your commission, etc.

b. Provided technical assistance on historic preservation issues or projects. Examples include working with individual property owners, business owners, institutions to identify appropriate treatments and find appropriate materials, research advice, etc.

c. Sponsored public educational programming in historic preservation. Examples include training sessions offered to the public, walking tours, open houses, lectures, Preservation Month activities, etc.

d. Design guidelines/standards

**8.1.**

**Describe the city, county, LUD, and/or historic preservation commission's historic preservation planning activities in this calendar year. \***

The Commission applied for two grants to complete a historic preservation plan. A Bright Ideas Grant from the Ottumwa Legacy Foundation was received, a CLG grant was rejected. The Commission also prepared a Request for Proposals to seek a firm to assist with developing the plan. That RFP will be released despite not receiving state assistance and we will seek to complete the plan.

383 of 8000 characters

**8.2.**

**Describe the city, county, LUD, and/or historic preservation commission's assistance on preservation issues or projects in this calendar year. Please be specific (address(es) of property(ies), what was the issue(s), what technical assistance was provided?. \***

[1 Forms](#)[2 Attachments](#)[3 Portfolio](#)[4 Submit](#)[NEXT >](#)

and research.

The Commission prepared requests for proposals for two historic city-owned buildings to seek developers or new owners to complete historic rehabilitations. These properties are the First National Bank and the W.R. Daum House at 513 N Court. No bids were received, but the Commission will revise the RFPs and explore better methods of distribution before putting them out again for consideration.

Members of the Commission advised the school district on their interest in listing Ottumwa High School on the Registry. The Commission advocated for listing and further action is under consideration by the district.

963 of 8000 characters

**9. Are there any particular issues, challenges, and/or successes your preservation commission has encountered or accomplished this year? \***

One of the greatest areas of difficulty was in finding interested parties to respond to requests for proposals. Assistance from the State Historic Preservation Office with distributing the RFPs for the First National Bank and Daum House was requested but was not available. It is very difficult for community commissions to find on our own a list of contractors and developers from throughout the state and region qualified and interested in preservation projects.

The Commission did not receive a CLG grant this cycle. These grants are competitive and it is understandable to not be selected. However, City staff and the Commission chair did meet with SHPO staff to discuss the application feedback which not especially deep or helpful with future applications or in line with the quality and amount of feedback received on other local, state and federal grant programs.

874 of 8000 characters

10.

**What partnerships did your commission form or continue with other entities? (examples include local main street office, local school, historical society, library, museum, service club, etc.) If none, enter N/A \***

The Commission maintained strong relationships with Main Street Ottumwa, Ottumwa Friends of Historic Preservation and Iowa Heartland Historic Connection. The partnership with the school district was significantly improved by continued discussion and work around listing Ottumwa High School.

290 of 8000 characters

1 Forms 2 Attachments 3 Portfolio 4 Submit

NEXT >

Ottumwa Legacy Foundation Grant Ideas Grant, \$25,000 toward the development of a historic preservation plan for Ottumwa.

121 of 8000 characters

12. Does your commission have a website? \*

- Yes  
 No

12.1. What is the website address? \*

www.ottumwa.us/preservation

27 of 6000 characters

13. Does your commission have a Facebook page? \*

- Yes  
 No

14.

**List dates of public commission meetings held (please note these are meetings actually held with a quorum, not just those that were scheduled). \***

CLG Standards found in CLG Agreement and National Historic Preservation Act:

- 1) The CLG will organize and maintain a historic preservation commission, which must meet at least three (3) times per year.
- 2) The commission will be composed of community members with a demonstrated positive interest in historic preservation, or closely related fields, to the extent available in the community.
- 3) The commission will comply with Iowa Code Chapter 21 (open meetings) in its operations.
- 4) Commission members will participate in state-sponsored or state-approved historic preservation training activities.

January 26, February 23, May 11, June 22, August 24, September 28, December 7 and December 28.

94 of 8000 characters

15.

**We recommend that the local government provide the commission a budget with a minimum of \$750 to pay for training and other commission expenses. In this calendar year, what was the dollar amount for the historic preservation commission's annual budget? \***

[1 Forms](#)[2 Attachments](#)[3 Portfolio](#)[4 Submit](#)[NEXT >](#)

164 of 6000 characters

**16. Where are your official CLG files located? \***

Certified Local Government files must be stored at city hall (for city commissions) or the county courthouse (for county commissions).

City of Ottumwa Planning Department.

36 of 6000 characters

17.

**Please list the names of the Historic Preservation Commissioners who served during this calendar year. \***

Dennis Willhoit, Chair; Wes Olson, Robert Swanson, Molly Myers Naumann

70 of 6000 characters

18.

**Each CLG was asked to provide a work plan last year. Please provide a self-assessment of your progress on the initiatives and programs you identified last year. Were you able to accomplish much of what you set out to do? If not, what would help you fulfill this next year's work plan? \***

Unfortunately, with membership change, the regular publication of the newsletter ended. Updates to the online walking tour were not made for the same reason.

Progress was made on financing the development of the preservation plan and the Commission expects to begin the planning process this year. New owners were not found for the First National Bank, but the search will continue. The program of holding neighborhood meetings periodically throughout the year will continue. Another community group took the lead on cemetery tours, however Commission members have been partners in cemetery tour projects.

608 of 6000 characters

19.

**Each commission should develop a work plan for the coming year. This work plan should include the project(s), initiatives and programs you plan to begin or complete. Also discuss your plan for obtaining historic preservation training in 2023. Please attach your work plan to your annual report. \***

This question is required.

2022 CLG Annual Report Due March 31, 2023

Help -

Save and Exit

1 Forms    2 Attachments    3 Portfolio    4 Submit

[NEXT >](#)

Note: This is beginning January 2023. Please provide the information for the Mayor, Chairman of the Board of Supervisors, or President of LUD Trustees.

First and Last Name	Mailing Address	Phone Number	Email Address
Richard Johnsc	105 E Third Stre	641-683-0600	mayor@ottumwa

+ Add a row

21.

**Please update contact information about your Staff Person for the Historic Preservation Commission. \***

This is a local government staff member and is required. Electronic and mailed communication is sent to the staff person and chair of the commission who will forward to the rest of the commission members.

First and Last Name	Job Title	Mailing Address	Phone Number	Email Address
Zach Simor	Director of	105 E Third St	641-683-069	simonsonz@

+ Add a row

22.

**Please complete the following and provide contact information about your 2023 Chairperson/Commissioner. \***

Note: Electronic and mailed communication will be sent to the staff person for the commission and the chair who will forward the information to the rest of the commission members.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Dennis Wil	105 E Third		5154185692	dennis.willhc

+ Add a row

22.1.

**If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A. \***

Fifth Street Bluff Historic District

22.3.

**Does this person serve as the Contact with the State Historic Preservation Office for the Commission? \***

- Yes
- No

23.

**Please complete the following and provide information about your 2023 Vice Chairperson/Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

24.

**Please complete the following and provide information about your 2023 Secretary/Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

25.

**Please complete the following and provide information about your 2023 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------

Robert Sw:	105 E Third	642444-229		bodhranplay
------------	-------------	------------	--	-------------

+ Add a row



1 Forms

2 Attachments

3 Portfolio

4 Submit

NEXT >

Vogel Place Historic District

29 of 6000 characters

25.2. Specify the month, day, and year that the commissioner's term will end.

01/01/2025

25.3.

Does this person serve as the Contact with the State Historic Preservation Office for the Commission?

Yes

No

[Clear Answer](#)

26.

Please complete the following and provide information about your 2023 Commissioner.

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Wes Olson	105 E Third		6414554280	weston.olson@iowahistory.org

+ Add a row

26.1.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.

Greater Second Street Historic District

39 of 6000 characters

26.2. Specify the month, day, and year that the commissioner's term will end.

01/01/2026

1 Forms

2 Attachments

3 Portfolio

4 Submit

NEXT >


No

[Clear Answer](#)

27.

**Please complete the following and provide information about your 2023 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
Molly Myer	105 E Third			mollynauma 

+ Add a row

27.1.

**If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Local Historic District). If the commissioner does not represent a local historic district, enter N/A.**

N/A

3 of 6000 characters

**27.2. Specify the month, day, and year that the commissioner's term will end.**

01/01/2025

27.3.

**Does this person serve as the Contact with the State Historic Preservation Office for the Commission?**

Yes

No

[Clear Answer](#)

28.

**Please complete the following and provide information about your 2023 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address

**1** Forms

**2** Attachments

**3** Portfolio

**4** Submit

**NEXT >**

29.

**Please complete the following and provide information about your 2023 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

30.

**Please complete the following and provide information about your 2023 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

31.

**Please complete the following and provide information about your 2023 Commissioner.**

Note: Electronic and mailed communication will be sent to the staff person for the commission and the contact.

First and Last Name	Mailing Address	Home Phone Number	Work Phone Number	Email Address
---------------------	-----------------	-------------------	-------------------	---------------



+ Add a row

32.

**Please attach biographical sketches for commissioners who were newly appointed in 2022.**

Choose a file

33.

Does your commission have any vacancies? If so, how many? If you have no vacancies, enter N/A. \*

1 vacancy

9 of 6000 characters

34. Please complete the Commission Training Table. \*



An important requirement of the Certified Local Government program is annual state-sponsored (such as the Preserve Iowa Summit) or state-approved training undertaken by at least one member of the historic preservation commission and/or staff liaison. In this table, provide information about the commissioners' involvement in historic preservation training, listing the name of the conference, workshop or meeting (including online training opportunities); the sponsoring organization; the location and date when the training occurred. Be sure to provide the names of commissioners, staff, and elected officials who attended.

This question is required.

Name of Event	Sponsor Organization	Location	Date	Names of Attendees
---------------	----------------------	----------	------	--------------------



+ Add a row

35.

Who of your commission members, staff, and/or elected officials attended the Preserve Iowa Summit? If so, please provide their names. \*



Please note this must be completed. If no one attended, enter none.

Now is also a good time to start planning to attend the 2023 Preserve Iowa Summit in Sioux City June 1-3, 2023.

This question is required.

0 of 6000 characters

36. Signature page \*



[1 Forms](#)[2 Attachments](#)[3 Portfolio](#)[4 Submit](#)[NEXT >](#)

This question is required.

 Choose a file

### 37. Suggestions for improvement. \*

The CLG program is here to support the Historic Preservation Commissions across Iowa. Do you have any suggestions for how we can improve our services to your commissions?

It is very difficult for local commissions to identify qualified contractors or developers for historic preservation projects. We understand the SHPO cannot recommend a specific contractor, but if SHPO had a list of contractors or developers from previous projects the state has been involved in, that would be helpful. RFPs for projects can only get attention from qualified partners if we are able to distribute the RFP to those individuals and firms.

CLG grant feedback is extremely limited and not especially helpful for future applications. This is in contrast to the amount of feedback other state agencies provide.

While obviously difficult to achieve, more opportunities for training for CLG members and staff would be helpful. It might work to record trainings for members with limited availability to watch on their own time, such as a new Commission member CLG orientation.

891 of 8000 characters

38.

### What training topics would be most helpful for your Historic Preservation Commission? \*

We will use this information to help design the CLG Round Table at the Preserve Iowa Summit and potentially other training opportunities throughout 2023.

Advocacy training to help Commissioners learn how to lobby decision-makers and advance preservation goals. Training on local design standards and resources for developing them to suit the community and particularities of a district.

232 of 8000 characters

Saved

2022 CLG Annual Report Due March 31, 2023

Help -

Save and Exit

**1** Forms

---

**2** Attachments

**3** Portfolio

**4** Submit

**NEXT >**

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : March 21, 2023

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: This is the time, place and date to consider rejecting all bids for asbestos abatement and demolition of the condemned property at 530 W Fourth.

\*\*\*\*\*

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

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

RECOMMENDATION: Reject all bids for asbestos and demolition of the condemned property at 530 W Fourth and re-bid the project

DISCUSSION: Bids for this project were accepted until 2 P.M. on March 15, 2023. Three Asbestos bids and four demolition bids were received. Laursen had the lowest combined bids, but due to insufficient bid securities, his bids were Disqualified. Staff feels the remaining bids for this project are too high and recommends rejecting all bids and re-bidding the project. A bid tab is attached.

**Roe moved, seconded by McAntire Vote – Ayes: Roe**

**Nays: Galloway, McAntire, Hull, Pope**

**Motion Fails 1-4**

<b>530 W FOURTH</b>	<b>Asbestos</b>	<b>Demolition</b>	<b>Total</b>
Weston McKee	\$21,000.00	\$17,450.00	\$38,450.00
Environmental Edge	\$27,875.00	\$31,800.00	\$59,675.00
Tim Skinner	NA	\$43,500.00	\$43,500.00
<b>Dan Laursen</b>	<b>\$15,000.00</b>	<b>\$14,900.00</b>	<b>\$29,900.00</b>





# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: March 21, 2023

**Jake Rusch**

Prepared By

**Building and Code Enforcement**

Department

**Zach Simonson**

Department Head



City Administrator Approval

AGENDA TITLE: This is the time, place and date to consider rejecting all bids for asbestos abatement and demolition of the condemned property at 734 Center.

\*\*\*\*\*

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

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

RECOMMENDATION: Reject all bids for asbestos and demolition of the condemned property at 734 Center and re-bid the project

DISCUSSION: Bids for this project were accepted until 2 P.M. on March 15, 2023. Three Asbestos bids and four demolition bids were received. Laursen had the lowest combined bids, but due to insufficient bid securities, his bids were Disqualified. Staff feels the remaining bids for this project are too high and recommends rejecting all bids and re-bidding the project. A bid tab is attached.

**McAntire moved, seconded by Galloway Vote – Ayes: Roe, Pope**

**Nays: Galloway, McAntire, Hull**

**Motion Fails 2-3**

<b>734 CENTER</b>	<b>Asbestos</b>	<b>Demolition</b>	<b>Total</b>
Environmental Edge	\$18,400.00	\$18,000.00	\$36,400.00
Weston Mckee	\$17,500.00	\$27,900.00	\$45,400.00
Tim Skinner	NA	\$28,400.00	\$28,400.00
<b>Dan Laursen</b>	<b>\$14,900.00</b>	<b>\$12,000.00</b>	<b>\$26,900.00</b>



# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Mar 21, 2023

Christina Reinhard *CJR*  
Prepared By

Police  
Department

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

*Phy R*  
City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Ross Tobacco Shop.

\*\*\*\*\*

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

RECOMMENDATION: Authorize the Mayor to sign the Order Assessing Penalty 1st Violation and the Acknowledgment/Settlement Agreement with Ross Tobacco Shop at 129 E. Second Street.

DISCUSSION: On February 7, 2023, an employee at a local tobacco retailer sold a tobacco product to a person under the age of twenty-one. The business was:

Ross Tobacco Shop  
129 East Second Street  
Ottumwa, Iowa

The above-captioned permit holder committed a violation of Iowa Code Section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed: No

cigarettes to any person under the twenty-one years of age and that this was a first violation of this statute. The above-captioned permit holder shall remit three hundred dollars (\$300.00) to the City on or before March 23, 2023 (30 days from the date of this Order). This sanction is consistent with Iowa code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1). The City Council shall authorize the Mayor to sign the order assessing penalty - 1st Violation.

# ORDER ASSESSING PENALTY 1<sup>st</sup> VIOLATION

---

IN RE:

Ross Tobacco Shop LLC  
129 E. 2nd Street  
Ottumwa, Iowa 52501

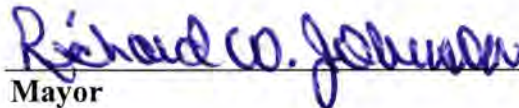
Ramzy Abdel-Gadir  
d/b/a Ross Tobacco Shop LLC  
2101 Forrest Avenue  
Des Moines, Iowa 50311

---

## ORDER ASSESSING PENALTY

On this 21<sup>st</sup> day of March, 2023, after a public hearing on the matter, the Ottumwa City Council FINDS that based upon evidence submitted by the City Attorney's Office, on February 1, 2023, the above-captioned permit holder committed a violation of Iowa Code section 453A.2(1), by selling, giving, or otherwise supplying any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age and that this was a first violation.

IT IS THEREFORE ORDERED, that the above-captioned permit holder shall remit three hundred dollars (\$300.00) to the City on or before April 21, 2023 (30 days from the date of this Order). Failure to pay the civil penalty by this date shall result in automatic suspension of the permit holder's permit for fourteen (14) days in addition to said fine. This sanction is consistent with Iowa Code section 453A.22(2)(a) for a first violation of Iowa Code section 453A.2(1).

  
\_\_\_\_\_  
Mayor





**CITY OF OTTUMWA  
NOTICE OF HEARING  
1<sup>ST</sup> VIOLATION**

February 23, 2023

Ramzy Abdel-Gadir  
d/b/a Ross Tobacco Shop LLC  
2101 Forrest Avenue  
Des Moines, Iowa 50311

RE: Ross Tobacco Shop LLC  
129 E. 2nd Street  
Ottumwa, Iowa 52501


On February 1, 2023, the Ottumwa Police Department conducted compliance checks of local tobacco retailers to determine the degree of compliance with tobacco laws that prohibit the sale of tobacco to those under twenty-one years of age. During the compliance check of your business, one of your employees did sell a tobacco product to a seventeen-year-old, the employee was issued a citation for the violation, and the employee subsequently pled guilty to the charge. Upon review, I find that this is the first violation against your business for selling tobacco to an underage person. Section 453A.22(2)(a) of the Iowa Code requires that the City assess a civil penalty against a retailer in the amount of \$300.00 for the first violation of selling, giving, or otherwise supplying tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.

Therefore, the City of Ottumwa has scheduled a hearing before the Ottumwa City Council to assess the civil penalty against you as required by Iowa Code. The hearing is set for 5:30 PM on Tuesday, March 21, 2023, in the City Council Chambers located at City Hall, 105 East Third Street, Ottumwa, Iowa. The hearing complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$300 civil penalty.

If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgment / Settlement Agreement, returning the original copy, properly signed and dated, to Assistant City Attorney Logan S. Brundage, Ahlers & Cooney PC, 100 Court Avenue, Suite 600, Des Moines, Iowa 50309 no later than March 14, 2023. With this Acknowledgment / Settlement Agreement, you must include a check in the amount of \$300, made payable to the "City of Ottumwa". This will satisfy the penalty for a first violation under Iowa Code section 453A.22(2), and will conclude the matter.

If you have any questions, you may reach me by phone at (515) 243-0314, or if you have obtained representation by an attorney in this matter, he/she should contact me.

A handwritten signature in blue ink that reads "Logan S. Brundage". The signature is written in a cursive style with a horizontal line underneath the name.

Logan S. Brundage, Assistant City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
lbrundage@ahlerslaw.com

02163704-1\10981-1000

**CITY OF OTTUMWA  
HEARING COMPLAINT  
1<sup>ST</sup> VIOLATION**

---

IN RE:

Ross Tobacco Shop LLC  
129 E. 2nd Street  
Ottumwa, Iowa 52501

Ramzy Abdel-Gadir  
d/b/a Ross Tobacco Shop LLC  
2101 Forrest Avenue  
Des Moines, Iowa 50311

**HEARING COMPLAINT**

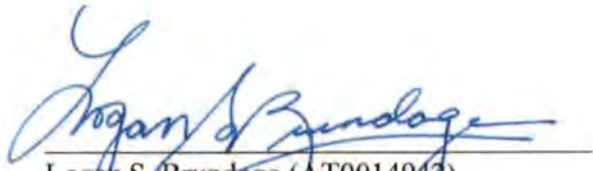
---

The City of Ottumwa hereby makes the following complaint against the above-named permittee.

1. Iowa Code section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under twenty-one years of age.”
  
2. Iowa Code section 453A.22(2)(a) provides that if a permit holder or employee of a permit holder has violated Iowa Code section 453A.2(1), the permit holder shall be assessed a civil penalty of three hundred dollars (\$300.00) for a first violation of Iowa Code section 453A.2(1).
  
3. On or about February 1, 2023, the permittee or an employee of the permittee sold tobacco, tobacco products, alternative nicotine products, vapor products, or

cigarettes to a person under twenty-one years of age. A copy of the citation and criminal conviction is attached and incorporated herein.

4. Therefore, in accordance with Iowa law, the City of Ottumwa requests the Ottumwa City Council find a violation of the above-referenced sections of Iowa Code chapter 453A and assess a civil penalty in the amount of three hundred dollars (\$300.00) against Ross Tobacco Shop, LLC.



Logan S. Brundage (AT0014942)  
Assistant City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309-2231  
(515) 243-7611  
(515) 243-2149 (fax)  
lbrundage@ahlerslaw.com

ATTORNEY FOR CITY OF OTTUMWA

**ACKNOWLEDGMENT / SETTLEMENT  
AGREEMENT  
1<sup>ST</sup> VIOLATION**

---

IN RE:

Ross Tobacco Shop LLC  
129 E. 2nd Street  
Ottumwa, Iowa 52501

Ramzy Abdel-Gadir  
d/b/a Ross Tobacco Shop LLC  
2101 Forrest Avenue  
Des Moines, Iowa 50311

**ACKNOWLEDGMENT /  
SETTLEMENT AGREEMENT**

---

**ACKNOWLEDGMENT / SETTLEMENT AGREEMENT**

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Notice of Hearing and the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. I (we) understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) have enclosed a check for the amount of \$300 made payable to the "City of Ottumwa" to settle the above referenced complaint.

PERMITTEE

CITY OF OTTUMWA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

NOTE: This must be signed by an individual cigarette permittee, or in the case of another business entity, by individual(s) who have authority to bind the entity.

**If you decide to sign this ACKNOWLEDGMENT / SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300 check made payable to the "City of Ottumwa", should be returned to:**

**Logan S. Brundage, Assistant City Attorney  
AHLERS & COONEY, P.C.  
100 Court Avenue, Suite 600  
Des Moines, Iowa 50309**

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07/01/2022 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

**Business Information:**

Trade name/Doing business as: Ross Tobacco Shop LLC  
Physical location address: 129 E 2nd Street City: Ottumwa ZIP: 52501  
Mailing address: 129 E 2nd Street City: Ottumwa State: IA ZIP: 52501  
Business phone number: (515) 708-4275

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Ramzy Abdel-Quadir  
Mailing address: 2101 Forest Ave City: Des Moines State: IA ZIP: 50311  
Phone number: (515) 708-4275 Fax number: - Email: -

**Retail Information:**

Types of Sales: Over-the-counter  Vending machine   
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes  No   
Types of Products Sold: (Check all that apply)  
Cigarettes  Tobacco  Alternative Nicotine Products  Vapor Products

**Type of Establishment: (Select the option that best describes the establishment)**

Alternative nicotine/vapor store  Bar  Convenience store/gas station  Drug store   
Grocery store  Hotel/motel  Liquor store  Restaurant  Tobacco store   
Has vending machine that assembles cigarettes  Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

**Signature of Owner(s), Partner(s), or Corporate Official(s)**

Name (please print): Ramzy ABDL Name (please print): \_\_\_\_\_  
Signature: Ramzy Signature: \_\_\_\_\_  
Date: 03-22-22 Date: \_\_\_\_\_

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: 100.00 #7221
- Fill in the date the permit was approved by the council or board: 6-7-2022
- Fill in the permit number issued by the city/county: 4144-2023
- Fill in the name of the city or county issuing the permit: Ottumwa
- New  Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**STATE OF IOWA  
RETAIL  
CIGARETTE/TOBACCO/NICOTINE/VAPOR PERMIT**

City Number 4144-2023

*In accordance with laws of the state of Iowa, and the action of  
the City Council of Ottumwa, Iowa  
(City)*

*Business Location Name:* Ross Tobacco Shop LLC

*Business Location Address:* 129 E. Second St.

Ottumwa, IA 52501

*Ownership Type:* LLC

*Legal Owner Name:* Ramzy Abdel-Gadir

*Legal Owner Mailing Address:* 2101 Forrest Ave

Des Moines, IA 50311

*Type of Sales:* Over-the-counter

*Is hereby authorized to sell cigarettes, tobacco, nicotine and vapor products  
at the business location address above*

*in the City of Ottumwa County of Wapello, Iowa.*

*This permit is nontransferable, is effective from July 1, 20 22 and  
automatically expires on June 30, 2023, unless suspended or revoked.*

*In Testimony Whereof, I have caused the seal of the said*

*City Ottumwa to be hereunto affixed. Done at Ottumwa,*

*in the State of Iowa, this 21 day of June, 20 22.*

*Issued By: Christina Reinhard, City Clerk*

*City Mayor or Clerk*

*Christina Reinhard CMC*



This copy to be posted by the retailer where the sale is to be made in plain view of the public.

202300003115  
No 32785

STATE OF IOWA  
COUNTY OF WAPELLO  
CITY OF OTTUMWA

WAPELLO CO. COURTHOUSE  
MAGISTRATE COURT, 101 W. FOURTH

IN THE COURT AT \_\_\_\_\_

State of Iowa-Plaintiff vs.  A Municipality, Plaintiff vs.

NAME: Abdel Gadir Ramzy Hussein  
Defendant, Last First Middle

ADDRESS: 2101 Forest Ave  
Street

CITY: Des Moines STATE: IA ZIP: 50311

SS/DI # [REDACTED] 1 0 1 IA  
Type State

DOB [REDACTED] 1 1 74  
Mo. Day Year

The undersigned states that on or about 21 1 2023 at 5:58  a.m.  p.m.  
defendant did unlawfully:

commit the act of selling tobacco  
to underage person (17)

LOCATION OF OFFENSE 129 E 2nd St

IN VIOLATION OF: 2022 CODE OF IOWA, SECTION 453A.7  
LOCAL ORDINANCE: \_\_\_\_\_

REPORT TO THE ABOVE NAMED COURT ON  
21 9 2023 at 9:00  a.m.  p.m.

DATED: 21 1 2023 [Signature] 76  
Mo. Day Year Complainant Signature I.D. No.

I PROMISE TO APPEAR IN SAID COURT AT SAID TIME AND PLACE.  
x Ramzy H ABDEL GADIR  
Signature of Defendant

Complainant Signature [Signature]

Subscribed and sworn to before me by Mike Murphy  
this 6<sup>th</sup> day of February, 2023

Judge \_\_\_\_\_ Magistrate \_\_\_\_\_ [Signature] \*167  
Clerk District Court

805.5 Failure to appear. Any person who willfully fails to appear in court as specified by the citation shall be guilty of a simple misdemeanor and upon conviction shall be punished by a fine of not more than one hundred dollars or by imprisonment in the county jail not exceeding 30 days or by both such fine and imprisonment.



FILED 2023 FEB 06 3:27 PM WAPELLO - CLERK OF DISTRICT COU  
ABSTRACT OF COURT RECORD

COURT NO. \_\_\_\_\_ CASE NO. \_\_\_\_\_

DOCKET NO. \_\_\_\_\_ PAGE NO. \_\_\_\_\_

FORFEIT BOND  BAIL CASH DEPOSIT \_\_\_\_\_

	PLEA	VERDICT
JURY TRIAL <input type="checkbox"/>	<input type="checkbox"/> GUILTY	<input type="checkbox"/> GUILTY
	<input type="checkbox"/> NOT GUILTY	<input type="checkbox"/> NOT GUILTY
		<input type="checkbox"/> DISMISSED

NO JURY TRIAL  
Or PROCEEDING

OTHER DISPOSITION \_\_\_\_\_

The Court Therefore Enters the Following Order This Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MO. DAY YR.

FINED \$ \_\_\_\_\_ Surcharge \_\_\_\_\_ Cost \$ \_\_\_\_\_

Incarceration In \_\_\_\_\_  
Days \_\_\_\_\_

DATE: \_\_\_\_\_ Continued to: \_\_\_\_\_ REASON: \_\_\_\_\_

DATE: \_\_\_\_\_ Continued to: \_\_\_\_\_ REASON: \_\_\_\_\_

DATE: \_\_\_\_\_ WARRANT ISSUED: \_\_\_\_\_

TESTIMONY - JUDGES NOTES: (Other Orders)

\_\_\_\_\_  
Date Signature of person giving bail Signature of person taking bail

OFFICER'S NOTES:

WITNESSES:

IN THE IOWA DISTRICT COURT IN AND FOR WAPELLO COUNTY

THE STATE OF IOWA  
(or)  
(CITY OF OTTUMWA)

Before Magistrate \_\_\_\_\_  
Criminal Number \_\_\_\_\_

vs.  
Defendant: **Abdel Gadir, Ramzy Hussein**  
Address:  
**2101 Forest Ave, Des Moines, Ia 50311**

Ottumwa Police Case #: 202300003115

**COMPLAINT AND AFFIDAVIT**

The defendant is accused of the crime of Persons Under Legal Age (Selling Tobacco To Underage Person) in violation of section 453A.2 of the Iowa Criminal Code/2017 or section \_\_\_\_\_ of the City of Ottumwa Code in that the Defendant on or about the 1st day of February, 20 23 at approximately 5:58pm at 129 E 2nd St (Ross Tobacco Shop), Ottumwa, Ia in Wapello County, did commit the act of Persons Under Legal Age (Selling Tobacco To Underage Person)

THEREFORE, Complainant requests that said Defendant, subject to bail or conditions of release where applicable,  
(1) be arrested or that other lawful steps be taken to obtain Defendants appearance in court; or  
(2) be detained, if already in custody, pending further proceedings;  
and that said Defendant otherwise be dealt with according to law.

Complainant [Signature]  
Signature of Complainant

STATE OF IOWA, County of **WAPELLO** ss., **Abdel Gadir, Ramzy Hussein** **AFFIDAVIT**

I, the undersigned, being duly sworn, state that the following facts known by me or told to me by other reliable persons form the basis for my belief that the Defendant committed this crime.

**Officers conducted a tobacco compliance check on licensed establishments that sell tobacco products. Upon officers sending in a person under the age of 21, the above defendant sold a Vuse Vape product that contains nicotine to the person under age 21 . The above defendant did sell a vape product to a person under the age of 21. The above defendant was arrested and released on police citation.**

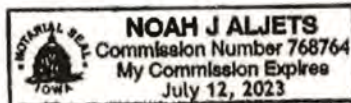
**(Simple Misdemeanor)**

Victim:  
Witness 1:  
Witness 2:

Subscribed and sworn to before me by the person(s) signing this Complaint and Affidavit on this the 4<sup>th</sup> day of February, 2023

[Signature]  
Signature of Affiant  
[Signature] #167  
Signature of Notary

Complaint and affidavit(s) filed and probable cause found that the defendant committed the offense charged.



\_\_\_\_\_  
Magistrate

# Iowa Courts Online Electronic Docket Record Search

[Search Results](#)  
[Back](#)

[Print All Pages](#)

[Help](#)  
[Home](#)  
[New Search](#)

## Trial Court Case Details

[\[Summary\]](#)
[Parties](#)
[\[Long Title\]](#)
[\[Filings\]](#)
[Property/Lis Pendens](#)
[\[Criminal Charges/Disposition\]](#)
[Judgments](#)  
[Exhibits](#)
[\[Financial\]](#)
[\[Bonds\]](#)
[Service Returns](#)
[Traffic Details](#)
Links in this section without a lock icon are for registered users only [Register Now](#)

### Summary

Title: STATE VS ABDEL GADIR, RAMZY HUSSEIN  
Case: 08901 SMSM048091 (WAPELLO)

[EDMS](#)

**Originating County**      **Created**  
WAPELLO                              02/07/2023

**Disposition Status**      **Disposition Date**      **Reopened Date**      **Microfilm Ref**  
GUILTY                              02/08/2023  
PLEA/DEFAULT

### Charges      Speedy Trial:

<u>Count</u>	<u>Original Charge</u>	<u>Offense Date</u>	<u>Charge Class</u>	<u>Adjudication</u>	<u>Adjudication Charge</u>	<u>Adjudication Class</u>
01	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	02/01/2023	SCHEDULED VIOLATION	GUILTY - NEGOTIATED/VOLUN PLEA	EMPLOYEE PROVIDING TOBACCO/VAPOR PRODUCT TO PERSON UNDER 21-1ST OFF	SCHEDULED VIOLATION

CN=John Q Public,O=JUDICIAL

[Logon](#)   [Register](#)

For exclusive use by the Iowa Courts  
© State of Iowa, All Rights Reserved



**AHLERS COONEY**  
ATTORNEYS

100 COURT AVENUE, SUITE 600 | DE

**CERTIFIED MAIL®**



7022 0410 0003 3352 3867

Hasler

02/24/2023

**US POSTAGE \$008.58<sup>0</sup>**

FIRST-CLASS MAIL



ZIP 50309  
011E11680184

Ramzy Abdel-Gadir  
d/b/a Ross Tabacco Shop LLC  
2102 Forrest Avenue  
Des Moines, Iowa 50311


CITY OF OTTUMWA

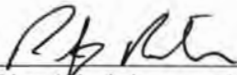
Staff Summary

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

Council Meeting of: March 21, 2023

Engineering  
Department

Larry Seals  
Prepared By  
  
Department Head

  
City Administrator Approval

AGENDA TITLE: Resolution #31-2023. Approve a Fiber Optic Network Installation Agreement between the City of Ottumwa and Mahaska Communication Group, LLC and authorize the Mayor to sign said Agreement.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and Adopt Resolution #31-2023.

DISCUSSION: One of the City's long range goals was to attract a cable/internet provider that is willing to provide services to both residential and commercial areas. A selection committee was developed along with a formal selection process and Mahaska Communication Group was selected from a list of companies. Currently their intent is to start construction spring of 2023. They estimate that they can build out the entire City in a three year time frame.

This equates to an estimated 83,000 LF the first year and 430,000 LF the following two years. This will require the majority of one full time employee to review permitting, inspection and installation mapping verification. In order to cover our inspection needs we are currently working on hiring a full time person.

Working with our legal counsel the attached agreements were developed.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #31-2023

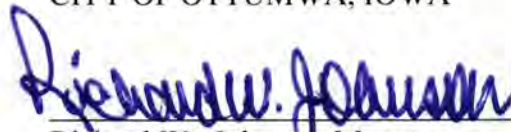
RESOLUTION APPROVING A FIBER OPTIC NETWORK INSTALLATION AGREEMENT  
AND RIGHT-OF-WAY AGREEMENT WITH MAHASKA  
COMMUNICATION GROUP, LLC

WHEREAS, the City of Ottumwa, Iowa desires to approve a Fiber Optic Network Installation Agreement and Right-of-Way Agreement with Mahaska Communication Group, LLC, to construct and operate fiber-to-the-premises networks for purposes of providing state-of-the-art all fiber voice, video and internet services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: That the proposed Fiber Optic Network Installation Agreement and the Right-of-Way Agreement between the City of Ottumwa and Mahaska Communication Group, LLC are hereby approved and the Mayor is authorized to sign said Fiber Optic Network Installation Agreement and Right-of-Way Agreement on behalf of the City of Ottumwa.

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of March, 2023.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

**CITY OF OTTUMWA, IOWA  
RIGHT-OF-WAY AGREEMENT  
WITH  
MAHASKA COMMUNICATION GROUP, LLC**

**THIS AGREEMENT** is made on this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Ottumwa, Iowa ("City") and Mahaska Communication Group, LLC ("MCG").

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged, the parties agree as follows:

**SECTION 1. IDENTITY OF THE PARTIES AND DEFINITIONS.**

- A. The City of Ottumwa, Iowa is a municipality and political subdivision of the State of Iowa incorporated in accordance with the relevant provisions of Iowa law. The City's Administration Office location is 105 East Third Street, Ottumwa, Iowa 52501.
- B. MCG is a facilities-based service provider constructing, operating, and maintaining fiber optic networks and delivering communications services to its customers both above-ground and under-ground and delivering these services using the Network in certain City rights of way (ROW).
- C. "Public Improvements" shall mean any improvements on Public Property, including, but not limited to, paving, sidewalks, grass, vegetation, trees, street lights, traffic signals, water mains, sewers, electric transmission lines and equipment related thereto.
- D. "Public Property" shall mean City-owned property or City-controlled public rights-of-way, and easements and bridges.

**SECTION 2. BASIC GRANT; FEES AND RESERVATION OF RIGHTS**

- A. MCG is hereby granted a non-exclusive license to operate and maintain its fiber optic cable system along, under and upon the streets, avenues, alleys and public places in the City, subject to the regulatory powers of the City and subject to the conditions hereinafter set forth.
- B. MCG shall pay the City, an administrative license fee in the amount of Two Hundred and Fifty Dollars (\$250.00), payable upon the commencement of this Agreement, as defined in Section 18 of the Agreement.
- C. If during the term of this Agreement, the City enacts a right-of-way ordinance requiring compensation from telecommunications providers, then MCG shall, within sixty (60) days after request by City, pay the fees required by such Ordinance, provided that all other telecommunication providers are required to pay the same fees.

### **SECTION 3. INSTALLATION, REPAIR, EXTENSION, OR EXPANSION OF THE NETWORK**

Before commencing any extension or expansion of its system, or any major repair work, or the installation of any new system to the City, MCG shall file with the City a written statement verifying the Public Property under which or upon which it proposes to extend, expand, install or repair its system. The City may require that the statement be accompanied by a map, plan or specifications showing the proposed location of the system components with reference to streets and alleys, the size and dimensions of all facilities, and the distance above or beneath the surface of the ground where it is proposed that a repair or installation is to occur.

If the proposed locations of any facilities shall interfere with the reasonable and proper use, construction, reconstruction and maintenance of any Public Improvements or any existing City-owned public utility system component, or other structure upon or under Public Property, the City shall within a reasonable time note the interference and refer the same back to MCG for amendments. Such map, plan or specifications, when properly changed and corrected, shall be filed with the City, and after approval of the same by the City, a permit issued authorizing MCG to proceed in accordance with the approved maps, plans or specifications. No such excavation, construction or erections shall be commenced before the issuance of the permit herein provided for, unless it is an emergency as described in Section 5, and all work shall be in accordance with the approved maps, plans or specifications. MCG shall comply with all bonding and insurance requirements as set out by City Ordinances. All work shall conform to all applicable safety, construction, and technical specifications and codes and standards as well as all federal, state, county and city construction requirements.

Any aerial installations shall be mounted on existing poles through private agreement(s) with existing franchise or right-of-way agreement holders. MCG will not be allowed to erect any additional poles on the City's right-of-way, unless pre-approved by the City on an individual case basis.

If it is determined by City staff pursuant to the Manual of Uniform Traffic Control Devices, that an MCG pole or MCG equipment is positioned in a location that could jeopardize the safety of citizens or drivers, the City may order the removal of the pole or equipment to a location that meets current safety standards. Said removal shall be at the sole cost of MCG.

All underground cables must be installed using directional boring technology except where open excavations are necessary for beginning or terminating a directional bore, unless pre-approved by the City on an individual case basis.

Cables shall be placed so as not to interfere with any existing utilities or facilities owned by the City or any other company legally authorized to own utilities or facilities located within the City's right-of-way. In the event the City at some point in the future requires the burying of cable lines within the right-of-way, MCG agrees to cover their cost for burying those lines owned or controlled by MCG.



#### **SECTION 4. CONSTRUCTION AND REPAIR OF NETWORK**

In the process of location, construction, reconstruction, replacement, or repair of any system component, the excavation or obstruction made or placed in Public Property at any time or for any purpose by MCG shall, to protect the public and to assure the safe and efficient movement of traffic, be properly barricaded to comply, at a minimum, with requirements set forth in the Manual of Uniform Traffic Control Devices. All pavements taken up or damaged shall be properly and speedily replaced in accordance with the City's regulations. As a condition to use of Public Property, MCG shall at its own expense, repair or cause repair to any private property, public utility system component, Public Improvement or Public Property damaged by such location, construction, reconstruction, replacement or repair work. If MCG fails to repair or arrange with the City for property repair of any Public Property after excavations have been made, then the City may make such repairs at the expense of MCG.

#### **SECTION 5. EXCAVATIONS**

MCG is authorized to make excavations in City streets, avenues, alleys and public places for purposes of routine repair, replacement and maintenance of poles, cables, or other system components associated with the MCG network. In making such excavations, MCG shall obtain a permit pursuant to City Ordinance and regulations, shall not unnecessarily obstruct the use of streets, avenues, alleys or public places, shall provide the City with 24 hours' notice prior to the actual commencement of the work and shall comply with all provisions, requirements, and regulations in performing such work. In emergencies which require immediate excavation, MCG may proceed with the work without first applying for or obtaining the permit, provided, however, that MCG shall apply for and obtain permit as soon as possible after commencing such emergency work.

If, after excavations have been made, MCG fails to repair or arrange with the City for the proper repair and restoration of any Public Property to a condition as good as the condition of such property prior to the disturbance of same, and after seven (7) days notice in writing to do so is given to MCG, the City may make such repairs at the expense of MCG. MCG shall pay to the City its costs and charges for such work, plus interest at 12% per annum, compounded monthly, within thirty (30) days after receipt of the City's billing.

#### **SECTION 6. WORK BY OTHERS, ALTERATION TO CONFORM WITH PUBLIC IMPROVEMENTS**

The City reserves the right to lay, and permit to be laid, wires, pipes, cables, conduits, ducts, manholes and other appurtenances, and to do, or permit to be done, any underground, surface and overhead installation or improvement that may be deemed necessary or proper by the City in, across, along, over or under any Public Property occupied by MCG, and to change any curb or sidewalk or the grade of any street. In permitting others to do such work, the City shall not be liable to MCG for any damages arising out of the performance of such work by other parties. Nothing in this Agreement shall be construed as to relieve any other person or corporation from liability for damage to MCG's facilities.

## **SECTION 7. MCG CONTRACTORS**

The requirements of the Agreement shall apply to all persons, firms, or corporations performing for MCG under a contract, subcontract or other type of work order. MCG agrees to ensure that all contractors and subcontractors adhere to the requirements of this Agreement.

## **SECTION 8. CONDITIONS OF STREET OCCUPANCY**

The fiber optic cable system and other components of the facilities erected by MCG within the City shall conform to established grade of streets, alleys, and sidewalks, and be so located as to cause minimum interference with other public utilities located in or upon Public Property, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin Public Property.

MCG shall conduct its work hereunder in such manner as to cause as little interference as possible with pedestrian and vehicular traffic, and shall abide by scheduling directions, if any, given by the City.

MCG shall upon reasonable notice and at its sole cost and expense, promptly remove, locate and relocate its facilities in, on, over or under Public Property in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any Public Improvement on, in, or about any such Public Property, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by the City. In the event MCG fails to act within a reasonably allocated time, the City may cause MCG facilities to be relocated, and the costs thereof shall be to MCG and shall be paid as provided in Section 5 hereof.

MCG shall not place its facilities in the Public Property where the same will interfere with the normal use or maintenance of any Public Improvement including but not limited to streets, alleys, sidewalks, traffic control devices, gas mains, sanitary sewers, storm sewers, storm drains or water mains, or electrical transmission lines, or any public or private utility facility.

Upon request, MCG agrees to assist in locating underground facilities which are part of its system. Such assistance will be provided in a timely manner in accordance with Iowa Code Chapter 480. MCG will provide contact numbers to the City so that a representative of MCG is available at all times. As a condition of this Agreement, MCG shall enroll as a member of the "Iowa One-Call System" and shall respond to all requests and notifications placed to the toll free "One-Call" number.

Installation, repair, or replacement work completed by MCG on any facilities requiring excavation of Public Property or public right-of-way shall require restoration and replacement of surface vegetation with stripped, salvaged top soil and seeded.

## **SECTION 9. POWERS OF CITY**

Nothing in this Agreement shall be construed to abridge the right or power of the City to further regulations relative to the use of the streets, alleys and public grounds by anyone using the same for the erection and maintenance of utility systems.

## **SECTION 10. PLANS AND COORDINATION**

Upon completion of the work, MCG shall promptly furnish to the City copies of "as-built" plans related to its facilities located on Public Property.

MCG shall keep complete and accurate maps and records on the locations and operations of its facilities in connection with the Agreement and shall be responsible for the maintenance of such facilities and the protection and visibility of such facilities.

## **SECTION 11. VIOLATIONS OF AGREEMENT**

Upon evidence being received by the City that a violation or breach of this Agreement or codes or ordinances lawfully regulating MCG in the operation of its facilities, or in the use of Public Property therefore, is occurring, or has occurred, (hereafter referred to as a "default") the City shall cause an investigation to be made. If the City finds that a default exists or has occurred, the City may take appropriate steps to secure compliance with the terms of this Agreement or the code or ordinances. The City shall notify MCG of the default and MCG shall cure such default within a reasonable time after receipt of such notice.

If MCG fails to cure a default within the time allowed, the City shall have the right to:

- (i) seek specific performance; or
- (ii) remedy the default by doing the act itself or through a contractor, and charge the costs of such work to MCG; or
- (iii) seek damages for such default; or
- (iv) any combination of (i), (ii), and (iii).

The City may terminate this Agreement for repeated defaults or default(s) of a significant nature.

## **SECTION 12. LIABILITY, INDEMNIFICATION AND INSURANCE**

Except to the extent caused by the negligence or willful misconduct of the City, its officers, agents, representatives and employees, MCG covenants to indemnify, defend, and save the City and its officers, agents and employees, harmless from any and all liability claims, losses, costs of investigation and defense, and damage to property or bodily injury or death to any person, which may arise out of or be caused by the erection, construction, replacement, removal, maintenance, or operation of MCG's fiber optic cable system. MCG agrees to require contractors and subcontractors engaged in work for MCG within the public rights-of-way or on any Public Property to maintain in effect during the term of work, liability insurance in comprehensive form and in the amounts to be set by the City.

MCG contractors and subcontractors will furnish the City with Certificates of Insurance showing the City as additional insured for said insurance in the amount to be set by the City.

**SECTION 13. ASSIGNMENT**

Neither party shall assign or otherwise transfer this Agreement or any of its rights and interest to any firm, corporation or individual, without the prior written consent of the other party, except either party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this Agreement, in whole or in part, to any entity controlled by, controlling or under common control with a party hereto, or any entity into which a party may be merged or consolidated or which purchases all or substantially all of the assets of such party.

**SECTION 14. VACATION OF STREETS AND ALLEYS**

So long as MCG exercises the rights granted to it hereunder, the City will not, by ordinance or otherwise, vacate any street, alley or public way in which MCG has installed its facilities without reserving such rights as necessary to allow continued use of such property for the said facilities in accordance with the terms of this Agreement, provided that nothing herein shall limit the City's right to require MCG to relocate its facilities as provided in Section 8.

**SECTION 15. DELIVERY OF NOTICES**

Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to City:                   City Administrator City of Ottumwa  
105 East Third Street  
Ottumwa, Iowa 52501

If to MCG:                   Steve Burnett  
General Manager  
210 South D Street  
Oskaloosa, IA 52577

Provided, however, that in the case of an emergency, notices may be given verbally to the above-named persons. In such case, written confirmation should be provided. Nothing contained herein shall prevent other forms of notice if actually received by the addressee. Notice shall be deemed given on date of mailing in lieu of certified mail, or otherwise on the date actual notice is received.

**SECTION 16. 1996 TELECOMMUNICATIONS ACT**

This Agreement is subject to all applicable federal, state and local laws, regulations and orders of governmental agencies as amended, including but not limited to, the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub. L. No. 104-104 101(a), 110 Stat. 708 codified at 47 U.S.C., and all orders, rules, tariffs, regulations issued by the Federal

Communications Commission or the governing State authority pursuant thereto, as well as all other applicable State, Federal, or local law ("Law").

**SECTION 17. SEVERABILITY**

The provisions of this Agreement are severable, and if any provision of this Agreement is found invalid, unenforceable, unconstitutional or inapplicable by a court or agency of competent jurisdiction, such invalidity, unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Agreement.

**SECTION 18. TERM OF AGREEMENT**

This Agreement shall commence on the date MCG provides notice to the City, in accordance with Section 15 of this Agreement, that it has undertaken operation of the Network within the ROW, and continue for a term of ten (10) years and for two (2) additional ten (10) year terms (each a "Renewal Term") unless written notice is given by either the City or MCG to the other at least ninety (90) days prior to the expiration of the initial term or any successive term of its intention to terminate the same at the expiration of the then current term. Each Renewal Term shall be on the same terms and conditions set forth herein unless the parties agree otherwise.

CITY OF OTTUMWA, IOWA

MAHASKA COMMUNICATION GROUP, LLC

By Richard W. Johnson  
Mayor Richard W. Johnson

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

Attest:

Witness:

  
Christina Reinhard  
City Clerk Christina Reinhard, CMC

\_\_\_\_\_

## **MAHASKA COMMUNICATION GROUP, LLC FIBER OPTIC NETWORK INSTALLATION AGREEMENT**

Mahaska Communication Group, LLC ("MCG") constructs and operates fiber-to-the-premises networks (each an "FTTP Network") for purposes of providing state-of-the-art all fiber voice, video and Internet services. MCG wishes to deploy an FTTP Network throughout the City of Ottumwa ("City") for the purposes of providing fiber based communications services to residents and businesses ("Project").

MCG is willing to invest its capital to complete the Project subject to receiving certain assurances from the City regarding the procedures that will govern the Project. The City is willing to provide MCG with such assurances in accordance with the City Municipal Code and as more particularly set forth in this agreement ("Agreement"). MCG and the City are sometimes referred to herein collectively as the "Parties", each individually a "Party".

### **I. MCG Project Commitments**

- A. FTTP Network. MCG will construct an FTTP Network capable of providing voice, video and Internet fiber services to residents and businesses in the City. The FTTP Network will be solely funded by MCG.
- B. Initial Coverage Area. MCG will initially construct an FTTP network capable of serving no less than ninety percent (90%) of those portions of the City that are not privately owned or have access to existing FTTP services from another provider. The initial buildout shall be complete before September 30<sup>th</sup> 2026.

### **II. City Project Commitments.**

- A. Construction Permit Format. The Parties agree that Exhibit A shows the information that MCG will submit to obtain a construction permit from the City. The information will also include the existing city infrastructure utilizing GIS shape files as provided by the City. Each permit application will cover a geographic area containing up to 5500 homes and/or businesses.
- B. Construction Permit Scheduling. The City agrees to use all resources and make every effort to process MCG construction permit applications as soon as possible, generally within 30-60 days of submittal. Each permit application may cover a geographic area containing up to 5500 homes and/or businesses.
- C. Permit Bonds. MCG will post an initial performance bond for the Project in the amount of \$25,000. This bond shall be renewed annually by submittal of a letter of continuance.
- D. Permit Fees. The total fee for each MCG permit will be calculated based upon a standard \$40 Right-of-Way Permit Fee (per Chapter 32, Article IV of the City Code) applied to a cable installation length of 2,000 feet (approximately 3 city

blocks). Each permit fee will equal the number of 2,000-foot segments times \$40.00.

### III. General Terms.

- A. No Joint Venture. This Agreement is not intended to create, nor will it be construed to create, any partnership, joint venture, or employment relationship between the City and MCG.
- B. Entire Agreement/Amendments. This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements, whether oral or in writing. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.
- C. Applicable Law. This Agreement will be governed by all the laws of the State of Iowa without regard to the choice of law provisions thereof.
- D. Venue. The Parties consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Wapello County, Iowa for purposes of adjudicating any matter arising out of or relating to this Agreement.
- E. No Third Party Beneficiaries. No rights or privileges of either Party hereto shall inure to the benefit of any other person or entity, and no such other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.
- F. Termination of Agreement. This Agreement may be terminated as follows:
  - 1. Jointly at any time, by a written agreement executed by the City and MCG.
  - 2. By any Party for a material breach of any of the terms of this Agreement by another Party. Termination shall be accomplished by giving written notice to the breaching Party specifying the breach and stating that the Agreement will be terminated if the breach is not cured within thirty calendar days.
  - 3. In the event of termination, the Parties shall be relieved of all further obligations or duties beyond the date of termination, but neither of the Parties shall be relieved of its duties and obligations under this Agreement through the date of termination.
- G. Invalidity or Unenforceability. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is

invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Accepted and agreed to as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Mahaska Communication Group**

By: \_\_\_\_\_  
Name: Steve Burnett  
Title: General Manager  
210 South D Street  
Oskaloosa, IA 52577

**City of Ottumwa, Iowa**

By: Richard W. Johnson  
Mayor Richard W. Johnson

Attest:

Christina Reinhard  
City Clerk Christina Reinhard, CMC





EXHIBIT A  
Construction Permit Information



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/27/2022

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).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Omaha NE Office 17807 Burke Street Suite 401 Omaha NE 68118 USA	<b>CONTACT NAME:</b> PHONE (A.C. No. Ext): (402) 697-1400		FAX (A.C. No.): (402) 697-0017
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Musco Sports Lighting, LLC c/o Musco Corporation 100 1st Ave W Oskaloosa IA 52577 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Indian Harbor Insurance Company		36940
	<b>INSURER B:</b> Travelers Property Cas Co of America		25674
	<b>INSURER C:</b> Sentry Casualty Company		28460
	<b>INSURER D:</b> Sentry Insurance Company		24988
	<b>INSURER E:</b> <b>INSURER F:</b>		

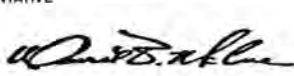
**COVERAGES**      **CERTIFICATE NUMBER:** 570094094986      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			9016877004	07/01/2022	07/01/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
D	<b>AUTOMOBILE LIABILITY</b>  <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			90-16877-003	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP35633360	07/01/2022	07/01/2023	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE / OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9016877001 AOS 9016877002 AZ, WI	07/01/2022 07/01/2022	07/01/2023 07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Archit&Eng Prof			CE0742113902 Claims-Made SIR applies per policy terms & conditions	07/01/2022	07/01/2023	Aggregate SIR Each Claim	\$5,000,000 \$250,000 \$5,000,000

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

**CERTIFICATE HOLDER**      **CANCELLATION**

City of Ottumwa Attn: Joseph Helfenberger 105 East 3rd Street Ottumwa IA 52501-2904 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

Holder Identifier :

Certificate No : 570094094986



**Right of Way Performance and Completion Bond - Single Job  
Definite Term**

Bond No. 107753464

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Mahaska Communication Group, LLC as Principal, and  
Travelers Casualty and Surety Company of America, a corporation duly incorporated  
under the laws of the State of Connecticut and authorized to do business in the State of Iowa,  
as Surety, are held and firmly bound unto The City of Ottumwa, as Obligee, in the penal  
sum of Twenty Five Thousand and 00/100 ( \$25,000.00 ) Dollars, for the payment of which  
we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these  
presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for purposes of performing the following  
work in the public right of way:

construct and operates fiber-to-the-premises networks throughout the City of Ottumwa

(the "Permitted Work"); and

WHEREAS, the Principal is required to maintain a performance and completion bond guaranteeing that either  
the Permitted Work will be completed in its entirety or the public right of way will be restored to its condition prior  
to the commencement of the Permitted Work if the Principal fails to complete the Permitted Work to the  
satisfaction of the Obligee.

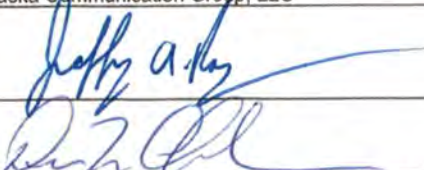
NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall  
faithfully comply with all applicable laws, statutes, ordinances, rules or regulations pertaining to the Permitted  
Work, and shall either complete the Permitted Work in its entirety or restore the public right of way to its  
condition prior to the commencement of the Permitted Work, then this obligation shall be null and void;  
otherwise to remain in full force and effect.

This bond is for a definite term beginning March 1, 2023, and ending March 1, 2024, and may be  
continued at the option of the Surety by Continuation Certificate.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable  
hereunder for a larger amount, in the aggregate, than the penal sum listed above.

SIGNED, SEALED AND DATED this 14th day of March, 2023

Mahaska Communication Group, LLC Principal



By: Dean M. Clark Attorney-in-fact

\_\_\_\_\_  
Producer Name  
(Required in Arizona Only)



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dean M. Clark** of **Des Moines Iowa**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **14th** day of **March**, 2023



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/27/2022

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 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).

PRODUCER Holmes Murphy & Associates - WDM PO Box 9207 Des Moines, IA 50306-9207 Jay J. Benzshawel	1-800-247-7756	CONTACT NAME: Sarah Tritz PHONE (A/C, No, Ext): E-MAIL ADDRESS: stritz@holmesmurphy.com	FAX (A/C, No):
INSURED Murphy Tower Service, LLC 20220 Hwy 5 Carlisle, IA 50047		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ZURICH AMER INS CO	NAIC # 16535
		INSURER B: PRINCETON INS CO	42226
		INSURER C: MARKEL INS CO	38970
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:** 66725156                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GLO0203917	10/01/22	10/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		BAP0203918	10/01/22	10/01/23	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE		82A3UB0000320	10/01/22	10/01/23	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	WC0203916	10/01/22	10/01/23	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Umbrella		MKLV4EUE100655	10/01/22	10/01/23	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Subcontractor for MCG  
MCG - Primary Contractor

## CERTIFICATE HOLDER

City of Ottumwa  
105 E. Third Street  
Ottumwa, IA 52501  
USA

## 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.

AUTHORIZED REPRESENTATIVE  
*[Signature]*

© 1988-2010 ACORD CORPORATION. All rights reserved.

CITY OF OTTUMWA

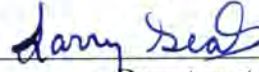
Staff Summary

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

Council Meeting of: March 21, 2023

Larry Seals

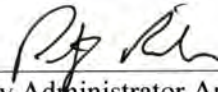
Prepared By



Department Head

Engineering Department

Department



City Administrator Approval

AGENDA TITLE: Resolution #40-2023. Approve Change Order #1 for the Blake's Branch Sewer Separation Phase 8, Division 1, East of Iowa Avenue Project.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution #40-2023.

DISCUSSION: Change Order #1 will provide compensation to the Contractor for adding an external drop connection to a sanitary sewer manhole.

Change Order #1 increases the contract amount by \$6,000.00. The new contract sum is \$232,500.00.

Contract:	\$226,500.00
CO #1:	<u>6,000.00</u>
New Contract:	\$232,500.00

Budgeted amount: \$3,000,000

Current construction estimate is \$2,650,000

Source of Funds: CIP \$2,000,000 Balance RU Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #40-2023

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

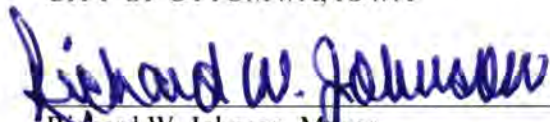
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Langman Construction, Inc. of Rock Island, Illinois on March 15, 2022 for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$6,000.00 resulting in a new contract sum of \$232,500.00;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 21<sup>st</sup> day of March, 2023.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk



**VEENSTRA & KIMM INC.**

3000 Westown Parkway  
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000  
www.v-k.net

March 6, 2023

**CHANGE ORDER NO. 1**

OTTUMWA, IOWA  
BLAKE'S BRANCH SEWER SEPARATION PHASE 8  
EAST OF IOWA AVENUE SEWER SEPARATION

This change order is to provide compensation to the Contractor for adding a 12" External Drop Connection to a manhole STR-71 at the intersection of Van Buren Avenue and Alley.

During demolition of an old manhole, the Contractor discovered the existing Alley sanitary sewer had pipe fittings to drop the Alley sewer to the existing pipe inside the manhole. The existing fittings and pipe could not be viewed from the manhole access lid. This change order is to provide compensation to the contractor for adding a 12" External Drop Connection to manhole STR-71.

The cost adjustment for the added works is based on a lump sum price negotiated with the Contractor as follows:

Change Order No. 1 make the following modifications to the contract:

*Add New Item No. 67, 1 EA of "External Drop Connection, 12". See Standard Specifications Section 6010. Item is to add external drop connection to manholes as directed by the Engineer, including the concrete core cutting the hole and installing a flexible watertight connector, and repair of fillet if required."*

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

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Item #1.67	1 EA	\$6,000.00	\$6,000.00

**Change Order No. 1 increases the contract amount by \$6,000.00.**



LANGMAN CONSTRUCTION, INC.

By [Signature]

Title Project Manager

Date 3/10/2023

VEENSTRA & KIMM, INC.

By [Signature]

Title Project Engineer

Date 3/14/2023

CITY OF OTTUMWA, IOWA

By [Signature]

Title Director of Public Works

Date 3/14/2023

ATTEST:

By [Signature]

Title Admin Asst.

Date 3/14/2023

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Mar 21, 2023

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 41-2023: A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2022 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 41-2023.

DISCUSSION: Each year the City assesses outstanding fees for nuisance abatement clean-ups and mowing which have not been paid for the previous calendar year as special tax assessments. These assessments will be applied by the County to the property taxes for violators who have not yet paid the fees. The 2022 Assessed Mowing Fees affect 53 properties for a total of \$9,910. With special assessment fees, the total owed will be \$17,860.

Source of Funds: Downtown Dev CIP, CDBG Grant

Budgeted Item:  Budget Amendment Needed;

The 2022 Assessed Clean-up Fees affect 15 properties for a total of \$24,277.67. With assessment fees, the total owed will be \$26,527.67.

RESOLUTION NO. 41 -2023

A RESOLUTION BY THE OTTUMWA CITY COUNCIL ASSESSING 2022 WEED MOWING CHARGES AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA.

WHEREAS, in accordance with Section 24-6(c) of the Municipal Code of the City of Ottumwa, Iowa, public notice was given to property owners of the City to cut or destroy any weeds, vines, brush and dead, damaged or unsightly bushes, trees or other offensive growth; and

WHEREAS, upon the failure of the property owner to cut or destroy said growth, the City caused the same to be done by the City of Ottumwa's weed mowing contractor for calendar year 2022, and said costs to be assessed to the owner or owners of the lot or parcel of ground; and

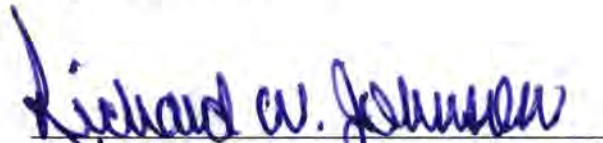
WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax, and in accordance with Section 24-6(c) of the Ottumwa Municipal Code, said costs and expenses associated with the cutting of weeds are to be assessed against the owner of said lots or parcels; and

WHEREAS, said costs for the mowing of weeds, vines, etc., for calendar year 2022 are attached and made a part of this resolution.

NOW, THEREFORE BE IT RESOLVED THAT the attached 2022 weed mowing charges and clean-up fees be assessed against the respective properties and the City Clerk to certify said assessments to the County Treasurer to be collected on the tax rolls.

Passed and adopted this 21st day of March, 2023

City of Ottumwa, Iowa

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Chris Reinhard, City Clerk



[ CITY OF ]  
O T T U M W A

March 22, 2023

Wapello County Treasurer  
Wapello County Courthouse  
101 W. Fourth  
Ottumwa, IA 52501

RE: Res. No. 41-2023 – Assessing 2022 Weed Mowing Charges Against  
Certain Lots in the City of Ottumwa, Iowa.

Please find enclosed Resolution No. 41-2023 containing properties that will  
need assessed 2022 Weed Mowing Charges from the City of Ottumwa.

Please let me know should you require anything additional to complete this  
request.

Thank-you!

Sincerely,

Christina Reinhard  
City Clerk

cc: Zach Simonson, Community Development Director

2022 ASSESSED MOWING FEES

ADDRESS MOWED	OWNER'S NAME	LEGAL DESCRIPTION	TOTAL FEES	ASSESSED FEES	W/ASSESSED FEES	TOTAL PAID	DATE FEES PAID	CASE #
1 3RD & CLAY	WILLIAM & KAREN BROWN	007413230059000 DIXON & HUTCHINSON'S ADD W 47 1/2' OF SE 77' LOT 54 LAND ON W 3RD)	\$150.00	\$150.00	\$300.00			
2 3RD & CLAY	WILLIAM & KAREN BROWN	007413230061000 DIXON & HUTCHINSON'S ADD SE 47' OF NW 1/2 LOT 54	\$150.00	\$150.00	\$300.00			3632
3 3RD ST W 901	CHUCK & BARBARA RUBY	007413230055000 DIXON & HUTCHINSONS ADD SE 1/2 LOT 52 &	\$150.00	\$150.00	\$300.00			3631
4 3RD ST W 905	CHUCK & BARBARA RUBY	007413230056000 DIXON & HUTCHINSON'S ADD SE 54' OF NW 1/2 LOT 52 (VACANT LAND,THIRD ST)	\$150.00	\$150.00	\$300.00			4442
5 ADELLA ST S LOT 37	GWENDOLYN R SANDERS	007416140008000 H BEAVERS 2ND LOT 37(LAND S-ADELLA)	\$200.00	\$150.00	\$350.00			3628
6 ADELLA S 115	EMMA LEE STRAIT	7417200023000 R.S SMITH'S 4TH ADD LOT 6 BLK 13 (115 S ADELLA)	\$50.00	\$150.00	\$200.00			3693
7 ALLISON ST 815	RICHARD W/DORA J PILCHER	007416740029000 MOWERY,ASBURY & HACKWORTH SUB LT 4 BLK 7 & E 1/2 ALLEY ADJ(815 ALLISON)	\$200.00	\$150.00	\$350.00	2 RECORDS IN IWORO		3591
8 ALLISON ST 817	RICHARD W/DORA J PILCHER	007416740030000 MOWERY ASBURY & HACK WORTH ADD LOT 5 BLK 7 & E 1/2 ALLEY IN REAR(817 ALLISON)	\$150.00	\$150.00	\$300.00			3755
9 ALTA VISTA AVE E 312	312 EAST ALTA VISTA, LLC	7411570074000 AUD SUB SE SEC18-72- 13 AL 11(339.6X641) AL 12(339.6X641) SE (ST JOSEPH HOSPITAL)	\$200.00	\$150.00	\$350.00			3641
10 BRICK ROW 2818	MICHAEL & KARLA FISHER	7411460008000 UNDERWOOD'S 1ST ADD LOT 8 (2818 BRICK ROW)	\$100.00	\$150.00	\$250.00			3683
11 CASA BLANCA LN 1441	LESLIE GREINER	7417430016000 WORMHOUDT 5TH ADD LOT 16 (1441 CASA BLANCA)	\$200.00	\$150.00	\$350.00			3627
12 734 CENTER	END OF THE ROAD LLC	7411190042000 NORRIS SUB OL 33 LOT 37 (734 CENTER)	\$100.00	\$150.00	\$250.00			3756
13 CHERRY ST S LOT 8	MALLORICK INVESTMENTS	007410120168000 BLAKES ADD LOT 8 BLK 17 (VAC LOT-S CHERRY)	\$200.00	\$150.00	\$350.00			3626
14 CLAY ST N LOT 9	CARLUS & ROSALIE ALLMAN	007414060030000 SUMMER'S 3RD ADD LOT 9 EX THE E 15' (VAC LOT ON CLAY)	\$250.00	\$150.00	\$400.00			3625
15 CLINTON 710	MASON ENDERSBE	7416060043000 H T BAKERS 1ST ADD LOT 43 (710 CLINTON)	\$50.00	\$150.00	\$200.00			4447
16 COLLEGE ST S 112	CYNTHIA M PAGE	007411240108000 OTTUMWA ORIG NW 9' OF NE 36' LT273 BLK 19, NE36' LT274 BLK 19	\$150.00	\$150.00	\$300.00			3633
17 COURT N 510	KENNETH KENT	ELLIOTT'S ADD LOT 1 EX PT NE OF TERRACE DR (510 N COURT)	\$50.00	\$150.00	\$200.00			3684
18 FELLOWS S 145	FELIPE MENDOZA	007410830061000 JANNEY ADD LOT 11 BLK 3 (145 S FELLOWS)	\$50.00	\$150.00	\$200.00			3690
19 FELLOWS S 153	GLORIA WHITE	7410830059000 JANNEY ADD LOT 9 BLK 3 (153 S FELLOWS)	\$100.00	\$150.00	\$250.00			3757

20	FOSTER AVE S 419	JEREMY & ALMA BROWN	007411000023000 MANNINGS 1ST ADD LOT 20 BLK 1	\$200.00	\$150.00	\$350.00	3629
21	GRAVES 301 N	DONNIE STOCKDALL JR		\$150.00	\$150.00	\$300.00	3634
22	HACKBERRY LOT 12	JOHN & SHARON BIBB	7413590008000 E A LANGFORD'S ADD LOT 8 (301 N GRAVES) 007410120007000 BLAKE'S ADD LOT 12 BLK 2 (VACANT LOT ON HACKBERRY)	\$50.00	\$150.00	\$200.00	3848
23	HANCOCK S 902	DANIEL D/CHRISTY L HAMRE	7416540114000 HARDING PARK ADD LOT 1 BLK 3 (902 S HANCOCK)	\$150.00	\$150.00	\$300.00	3679
24	HERRMAN 420	JACOB MATHIS	7411600084000 LOT 17 OF AL 3 SE SE C 29-72-13, KNOWN AS HERRMANN'S SUB (420 HERRMAN)	\$200.00	\$150.00	\$350.00	3624
25	HIGHLAND 1214	ALICE A ASZMAN	7413500019000 HIGHLAND PARK ADD E 55' LOT 21 (1214 W HIGHLAND)	\$150.00	\$150.00	\$300.00	3623
26	HOLT ST LOT 1	ERIC D MORROW	007414250002000 LOT 2 OF LOT 1 OF ZOLLARS SUB W 1/2 NE	\$50.00	\$150.00	\$200.00	6845
27	HOLT ST N 324	RONALD & CATHERINE SLACK	007414250019000 ALL EX S 1' LOT 4 OF LOT 8 ZOLLARS SUB OF W 1/2 NE SEC 24-72-14	\$200.00	\$150.00	\$350.00	3619
28	IOWA AVE S 121	JOYCE A JOHNSON	007410830098000 JANNEY ADD LOT 17 BLK 4 (121 S IOWA AVE)	\$100.00	\$150.00	\$250.00	3635
29	IOWA AVE S 122	INTEGRITY INVESTMENT REO HOLDINGS LLC	7411010029000 MANNING'S 2ND ADD LOT 29 BLK 1 (122 S IOWA AVE)	\$150.00	\$150.00	\$300.00	3618
30	IOWA AVE S 157	KIMBERLY ROSS	007410830088000 JANNEY ADD LOT 8 BLK 4 (157 S IOWA AVE)	\$50.00	\$150.00	\$200.00	3849
31	JEFFERSON N 435	JACK VANDERHYDE	7411180006000 MCGREW SUB PT L2 CM 71 5 SW E COR L2/NW 169 8/W37/S53 2/SE 144 3/NE15/NE68 5BG	\$200.00	\$150.00	\$350.00	3617
32	KRUGER ST 514	ROBERT J CARLSON	007410310022000 CONANT & CHAMBERS LOT 26	\$200.00	\$150.00	\$350.00	3639
33	LYNWOOD 324	PATRICIA A MINCKS	7417080027000 SCHWARTZ'S 6TH ADD N 10' LOT 26 & ALL OF LOT 27 (324 LYNWOOD)	\$50.00	\$150.00	\$200.00	3689
34	MAIN ST E 2425	JOY L HOWARD	7411090029000 MINERAL SPRINGS ADD LOT 27 (2425 E MAIN)	\$150.00	\$150.00	\$300.00	3614
35	MARY 518 E	MARY ADCOCK	7416540053000 HARDING PARK ADD LOT 57 BLK 1 (LOT ON E MARY)	\$100.00	\$150.00	\$250.00	3763
36	MARY E 602	JUAN JOSE PEREZ ESPARAZA	7416540054000 HARDING PARK ADD LOT 1 BLK 2 (602 E MARY)	\$100.00	\$150.00	\$250.00	3764
37	MCLEAN N 319	THOUSAND KEYS ACQUISITIONS 2A LLC	7414350023000 PT AL 6 W 1/2 NE SEC 24 NW 120'/NE 43'/SE 120'/SW 43' TO BEG (319 N MC LEAN)	\$150.00	\$150.00	\$300.00	3616
38	MCPHERSON 301	EDWARD E WARD	00007413500010000 HIGHLAND PARK ADD LOT 12 (LOT ON MC PHERSON)	\$200.00	\$150.00	\$350.00	3615
39	MER ROUGE 309	CARL / ROSELLA TOWNSEND	7411600063000 AUD SUB-DIV SE SEC 29-72-13, N 100' OF AL 4 SE SEC 29- 72-13 (309 MER ROUGE)	\$200.00	\$150.00	\$350.00	3611
40	RANSOM S 102	DAVID TANKE	7417190030000 R S SMITH'S 3RD ADD LOT 51 BLK 6 (102 N RANSOM)	\$50.00	\$150.00	\$200.00	3851
41	SHERIDAN AVE S 518	MARJEAN KOCEJA	007416500016000 A E HAMMONDS 2ND ADD LOT 46 (518 S SHERIDAN)	\$200.00	\$150.00	\$350.00	3613

42	SKYLINE 230	JILL AMBER ARCHER	7417300180000 WILDWOOD ADD-N 86 4' LOT 120 EX E 175' (230 SKYLINE DR)	\$100.00	\$150.00	\$250.00	3683
43	TINDELL 301	TAX HOLDING LLC	007413960038000 SIBERELLS 1ST ADD LOT 40 & 41 BLK 4 (301 TINDELL)	\$100.00	\$150.00	\$250.00	3691
44	TUTTLE LOT 17 1006	WILLIAM T/LADONNA K BEALL	7416540249000 HARDING PARK ADD. LOT 17 BLK 5 (LOT ON TUTTLE)	\$100.00	\$150.00	\$250.00	3644
45	TUTTLE LOT 18 1006	WILLIAM T/LADONNA K BEALL	7416540250000 HARDING PARK ADD. LOT 18 BLK 5 (1006 TUTTLE)	\$100.00	\$150.00	\$250.00	3644
46	VENTURE DR OUTLOT 1	HORNE DEVELOPMENT LP	007417800004010 HORNE SUB DIV OUTLOT 1 EX PARCEL A	\$950.00	\$150.00	\$1,100.00	
47	VENTURE DR SUBDIVISION	HORNE DEVELOPMENT LP	7417800005000 HORNE SUB DIV O L 2 EX PT IN BK 527 PG 866	\$950.00	\$150.00	\$1,100.00	
48	VENTURE DR OUTLOT 5	HORNE DEVELOPMENT LP	7417840004000 HORNE SECOND SUB OF LOT 3 OF HORNE SUB DIV OUTLOT 5	\$960.00	\$150.00	\$1,110.00	
49	WALNUT AVE N 105	DOROTHY MAE BLAKELY (ROSS	007411290016000 KATE REDMANS 2ND ADD LOT 43	\$200.00	\$150.00	\$350.00	3610
50	WALNUT AVE N 109	FELIPE MENDOZA	007411290017000 REDMANS 2ND LOT 44	\$200.00	\$150.00	\$350.00	3609
51	WARD S 556	DONNIE STOCKDALL JR	007416610008000 KENNEDY'S SUB LOT 8 (556 S WARD)	\$50.00	\$150.00	\$200.00	3640
52	WAVERLY 416	MICHAEL A HEADY SR	007411310070000 RIVERVIEW ADD LOT 13 BLK 5 (416 WAVERLY)	\$300.00	\$150.00	\$450.00	3608
53	WEST ST 909	RICHARD JOHNSON	007413420029000 HAMILTON & CHAMBERS ADD LOT 24 (909 WEST ST)	\$200.00	\$150.00	\$350.00	3607
TOTAL ASSESSED FEES				\$9,910.00	\$17,860.00	\$0.00	



2022 ASSESSED CLEAN UP FEES

ADDRESS CLEAN UP	OWNER'S NAME	LEGAL DESCRIPTION	TOTAL FEES	ASSESSED FEES	W/ASSESSED FEES	TOTAL PAID	DATE FEES PAID	CASE #
1 ALTA VISTA E 312	312 EAST ALTA VISTA LLC	7411570074000 AUD SUB SE SEC18-72- 13 AL 11(339.6X641) AL 12(339.6X641) SE (ST JOSEPH HOSPITAL)	\$3,000.00	\$150.00	\$3,150.00			3641
2 COURT N 437	DIANA DAVIDSON	7414030001000 STEWART'S SUB OF GODFREY'S LOT 5 (437 N COURT)	\$750.00	\$150.00	\$900.00			4444
3 FELLOWS S 153	GLORIA WHITE	7410830059000 JANNEY ADD LOT 9 BLK 3 (153 S FELLOWS)	\$1,500.00	\$150.00	\$1,650.00			4461
4 FOURTH W 530	PATRICIA PEREZ MIROLA	7414350069000 STRIP GROUND 62'X144 ' IN NWSE & SWNE SEC 24 AKA PT OL 20 & PT AL 18 SEC 24	\$150.00	\$150.00	\$300.00			4458
5 GRANT 1016	DANNY & TINA OGE	7410360004000 CURTS 2ND ADD LOT 4 (1016 GRANT)	\$4,000.00	\$150.00	\$4,150.00			4337
6 GRAVES N 301	DONNIE STOCKDALL JR	7413590008000 E A LANGFORD'S ADD LOT 8 (301 N GRAVES)	\$2,575.00	\$150.00	\$2,725.00			3861
7 HANCOCK 902 S	DANIEL & CHRISTY HAMRE	7416540114000 HARDING PARK ADD LOT 1 BLK 3 (902 S HANCOCK)	\$500.00	\$150.00	\$650.00			4460
8 IOWA AVE S 157	KIMBERLY ROSS	7410830088000 JANNEY ADD LOT 8 BLK 4 (157 S IOWA AVE)	\$2,655.04	\$150.00	\$2,805.04			4448
9 LILLIAN 831	KELLY WILLIAMS	7416320026000 COWANS 2ND ADD LOT 19 BLK 3 (831 LILLIAN)	\$900.00	\$150.00	\$1,050.00			4449
10 MABLE 1746	JOHNSON, JOYCE ANN - IN TRUST FOR JOHNNY MAC KEMPF	74110900062000 MANNING'S 1ST ADD E 1/2 LOT 54 BLK 4 (1746 MABLE)	\$1,500.00	\$150.00	\$1,650.00			4454
11 MARY E 602	JUAN JOSE PEREZ ESPARZA	7416540054000 HARDING PARK ADD LOT 1 BLK 2 (602 E MARY)	\$500.00	\$150.00	\$650.00			4459
12 PHILLIPS 236	JUDSON LETTS	7413960064000 SIBERELLS 1ST ADD LOT 65 BLK 6 (236 PHILLIPS)	\$3,000.00	\$150.00	\$3,150.00			3771
13 TAFT 303	DOUGLAS & AMBER MART	7413250115000 FAIRVIEW ADDITION LOT 1 BLK 8	\$700.00	\$150.00	\$850.00			4456
14 WEBSTER S 610	REO ACQUISITION I LLC	7417570022000 S 65' OF AL 11 NE SE SEC 35-72-14 & S 65' OF LOT 64 COWANS S UB (610 S WEBSTER)	\$150.00	\$150.00	\$300.00			4457
15 WELLER S 1016	COLT STEWART	7416540073000 HARDING PARK ADD LOT 21 BLK 2 (1016 S WELLER) (VIN 0252463H)	\$2,397.63	\$150.00	\$2,547.63			4455
TOTAL ASSESSED FEES			\$24,277.67	\$2,250.00	\$26,527.67	\$0.00		

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Mar 21, 2023

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 42-2023: A RESOLUTION REMOVING SPECIAL ASSESSMENTS APPLIED TO 121 S IOWA ON RESOLUTIONS NO. 260-2020 AND 209-2021.

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 42-2023

DISCUSSION: In March 2023 Whatsoever You Do acquired this property near their shelter. The property had accumulated mowing assessments totaling \$1,359 under the previous owner. Whatsoever You Do disputes the assessed fees claiming that they have maintained the property since 2020. Staff does not have direct documentation to substantiate the 2020 and 2021 mowing charges. Additionally, removing the assessments will help further the mission of the shelter.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

RESOLUTION NO. 42-2023

A RESOLUTION REMOVING SPECIAL ASSESSMENTS APPLIED TO 121 S IOWA ON RESOLUTIONS NO. 260-2020 AND 209-2021.

WHEREAS, Resolution No. 260-2020, Tract #51 included an assessment for delinquent mowing fees for 121 S Iowa in the amount of \$695.00 plus \$9.00 in administrative costs; and

WHEREAS, Resolution No. 209-2021, Tract #53 included an assessment for nuisance abatement for 121 S Iowa in the amount of \$650.00 plus \$5.00 in administrative costs; and

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

The special assessments for 121 S Iowa in the amount of \$1,359.00 including administration costs be removed from Resolutions No. 260-2020, 209-2021.

Approved, passed and adopted this 21<sup>st</sup> day of March 2023.

CITY OF OTTUMWA, IOWA

BY Richard W. Johnson  
Richard W. Johnson, Mayor

ATTEST:

Chris Reinhard  
Chris Reinhard, City Clerk



[ CITY OF ]  
OTTUMWA

March 22, 2023

Wapello County Treasurer  
Wapello County Courthouse  
101 W. Fourth  
Ottumwa, IA 52501

RE: Res. No. 42-2023 – Removing special assessments applied to 121 Iowa on Resolutions No. 260-2020 and 209-2021.

The assessments applied to:

RES NO.	TRACT NO.	ADDRESS	PROPERTY OWNER	LEGAL	AMOUNT	INTEREST	ADMIN	TOTAL
260-2020	51	121 S IOWA	JOYCE A JOHNSON	JANNEY ADD LOT 17 BLK 4	\$695	\$0	\$9	\$704
209-2021	53	121 S IOWA	JOYCE A JOHNSON	JANNEY ADD LOT 17 BLK 4	\$650	\$0	\$5	\$655

Please remove the special assessments applied to this property through Resolutions No. 260-2020 and 209-2021.

Please let me know should you require anything additional to complete this request.

Thank-you!

Sincerely,

Christina Reinhard  
City Clerk

cc: Zach Simonson, Director of Community Development

on Res# 260-2020

40	GLENWOOD 809	SCOTT/TINA CUNNINGHAM	7417320014000 WILLIAMS PLACE W 54 1/2' OF E 109' OF LOT 5 (809 GLENWOOD)	\$	200.00	\$	150.00	\$	350.00
41	GOLF W 445	GREGORYD/BEATRICE K CASEY	7414320095000 PT NENE/BG NLN W GOLF/W-PT 25'E SWCOR NENE/N424.4/SELY TO SWLN L8/S TO PT BG	\$	150.00	\$	150.00	\$	300.00
42	GREEN ST N 519	STEPHEN JOHNSON	7410760010000 HENDERSHOTTS SUB OF OL 32. TRI PC LOT 8; MID TRI PC LOT 9; MID TRI PC LOT 10 (519	\$	125.00	\$	150.00	\$	275.00
43	GREEN ST N 521	STEPHEN JOHNSON	007410760011000 HENDERSHOTTS SUB OL3E PT L9&10 BG50'NECOR	\$	125.00	\$	150.00	\$	275.00
44	GREENWOOD 1635	FIRST NATIONAL BANK OF AMERICA	7417300075000 WILDWOOD ADD -W 50' OF E 100' OF LOT 42 (1635 GREENWOOD)	\$	450.00	\$	150.00	\$	600.00
45	HACKBERRY LOT 12	JOHN & SHARON BIBB	007410120007000 BLAKE'S ADD LOT 12 BLK 2	\$	545.00	\$	150.00	\$	695.00
46	HANCOCK S 902	DANIEL D/CHRISTY L HAMRE	7416540114000 HARDING PARK ADD. LOT 1 BLK 3 (902 S HANCOCK)	\$	150.00	\$	150.00	\$	300.00
47	HERRMAN 420	JACOB MATHIS	7411600084000 LOT 17 OF AL 3 SE SE C.29-72-13, KNOWN AS HERRMANN'SSUB. (420 HERRMAN)	\$	545.00	\$	150.00	\$	695.00
48	HIGHLAND 1214	ALICE A ASZMAN	7413500019000 HIGHLAND PARK ADD E 55' LOT 21 (1214 W HIGHLAND)	\$	150.00	\$	150.00	\$	300.00
49	HOLT ST LOT 1	ERIC D MORROW	007414250002000 LOT 2 OF LOT 1 OF ZOLLARS SUB. W 1/2 NE	\$	500.00	\$	150.00	\$	650.00
50	HOLT ST N 324	RONALD & CATHERINE SLACK	007414250019000 ALL EX S 1' LOT 4 OF LOT 8 ZOLLARS SUB OF W 1/2 NE SEC 24-72-14	\$	545.00	\$	150.00	\$	695.00
51	IOWA AVE S 121	JOYCE A JOHNSON	007410830098000 JANNEY ADD LOT 17 BLK 4 (121 S IOWA AVE)	\$	545.00	\$	150.00	\$	695.00
52	IOWA AVE S 122	FAMILY HOMES ASSOCIATION INC	7411010029000 MANNING'S 2ND ADD. LOT 29 BLK 1 (122 S.IOWA AVE.)	\$	545.00	\$	150.00	\$	695.00
53	IOWA AVE S 141	HAROLD G KEMPF	7410830092000 JANNEY ADD LOT 12 BLK 4 (141 S IOWA)	\$	710.00	\$	150.00	\$	860.00
54	JAMES N 118	HOLLY BARNETT	7416330258000 DAIN ADD LOT 265 (118 N JAMES)	\$	150.00	\$	150.00	\$	300.00
55	JAMES S 933	MAGARET M VAN BLARICOM	7416540168000 HARDING PARK ADD LOT 56 BLK 3 (933 S JAMES)	\$	140.00	\$	150.00	\$	290.00
56	JEFFERSON N 435	JACK VANDERHYDE	7411180006000 MCGREW SUB PT L2 CM 71.5 SW E COR L2/NW 169.8/W37/S53.2/SE 144.3/NE15/NE68.5BG	\$	500.00	\$	150.00	\$	650.00
57	KRUGER ST 514	ROBERT J CARLSON	007410310022000 CONANT & CHAMBERS LOT 26	\$	545.00	\$	150.00	\$	695.00
58	LEE AVE 813	JACK/LOIS LOVING	7416280121000 A.E.HAMMONDS 2ND ADD LOT 69 (502 LEE )	\$	545.00	\$	150.00	\$	695.00
59	LEE AVE 817	SARAH L HENRY	007416280120000 CLINTON PLACE LOT 10 BLK 9	\$	545.00	\$	150.00	\$	695.00
60	LOCUST 1004	MARY WELCH	7410120150000 BLAKES ADD LOT 5 BLK 16 EX W 5' THEREOF (1004 LOCUST)BLAKES ADD LOT 5 BLK 16	\$	150.00	\$	150.00	\$	300.00

on PAS# 209-2021

49	HOLT ST LOT 1	ERIC D MORROW	007414250002000 LOT 2 OF LOT 1 OF ZOLLARS SUB. W 1/2 NE	\$545.00	\$150.00	\$695.00
50	HOLT ST E 801	CURTIS HORNBACK	007414200006000 ZOLLARS 5TH ADDITION LOT 136 (801 E HOLT)	\$150.00	\$150.00	\$300.00
51	HOLT ST E 818	BRANDON BULLOCK	007413550010000 JAQUES/FAUCETTS WPT L7&8 BG 14 1/2 SE W COR L7&8/E93/S93/NW ALG SW SD LOT-BG (818 E HOLT)	\$125.00	\$150.00	\$275.00
52	HOLT ST N 324	RONALD & CATHERINE SLACK	007414250019000 ALL EX S 1' LOT 4 OF LOT 8 ZOLLARS SUB OF W 1/2 NE SEC 24-72-14	\$500.00	\$150.00	\$650.00
53	IOWA AVE S 121	JOYCE A JOHNSON	007410830098000 JANNEY ADD LOT 17 BLK 4 (121 S IOWA AVE)	\$500.00	\$150.00	\$650.00
54	IOWA AVE S 122	FAMILY HOMES ASSOCIATION IN	7411010029000 MANNING'S 2ND ADD. LOT 29 BLK 1 (122 S IOWA AVE.)	\$500.00	\$150.00	\$650.00
55	IOWA AVE S 141	HAROLD G KEMPE 'LE'	7410830092000 JANNEY ADD LOT 12 BLK 4 (141 S IOWA)	\$455.00	\$150.00	\$605.00
56	IOWA AVE S 309	DEAN FRANTZ/WANNA ROGERS	0074107500069000 HAYNES ADD LOT 29 & LOT 30 (309 S IOWA)	\$250.00	\$150.00	\$400.00
57	JEFFERSON N 435	JACK VANDERHYDE	7411180006000 MCGREW SUB PT L2 CM 71.5 SW E COR L2/NW 169 8/W37/S53 2/SE 144 3/NE15/NE68 5BG	\$500.00	\$150.00	\$650.00
58	JEFFERSON N 706	ELIZABETH A GEE	007410310017000 CONANT & CHAMBERS LOT 21	\$150.00	\$150.00	\$300.00
59	KRUGER ST 514	ROBERT J CARLSON	007410310022000 CONANT & CHAMBERS LOT 26	\$500.00	\$150.00	\$650.00
60	LEE AVE 813	JACK/LOIS LOVING	7416280121000 CLINTON PLACE LOT 11 BLK 9 (813 LEE)	\$500.00	\$150.00	\$650.00
61	LEE AVE 817	SARAH L HENRY	007416280120000 CLINTON PLACE LOT 10 BLK 9	\$500.00	\$150.00	\$650.00
62	LOT ON E MAIN	SUSAN TENNISON	007411410003000 STILES PLACE LOT 2 (LOT ON E. MAIN)	\$95.00	\$150.00	\$245.00
63	MAIN ST E 1922	SUSAN TENNISON	007411410004000 STILES PLACE LOT 3 (1922 E MAIN)	\$95.00	\$150.00	\$245.00
64	MAIN ST E 1928	SUSAN TENNISON	007411410006000 STILES PLACE W 1/2 LOT 4 (1928 E. MAIN)	\$95.00	\$150.00	\$245.00
65	CORNER LOT ON E MAIN	SARAH REAVES	007411090001000 MINERAL SPRINGS ADD SE COR LOT 1, SE 51.6' LOT 2 (2311 E. MAIN)	\$95.00	\$150.00	\$245.00

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of : March 21, 2023

Jake Rusch

Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head

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

AGENDA TITLE: Resolution No.43-2023. A resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 517 Grant.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and Adopt Resolution 43-2023

DISCUSSION: Bids for this project were accepted until 2 P.M. on March 15, 2023. Three Asbestos bids and four demolition bids were received. Laursen had the lowest combined bids, but due to insufficient bid securities his bids were disqualified. Weston Mckee submitted the second best bids in the amount of \$10,000 for Asbestos and \$10,400 for demolition. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 43-2023

A RESOLUTION AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 517 GRANT.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on March 15, 2023; and

WHEREAS, the lowest qualified bid was from Weston McKee in the amount of \$10,000 for asbestos abatement and \$10,400 for demolition and leveling of the lot.

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

Weston McKee be awarded the contract for asbestos abatement and demolition of the condemned property at 517 Grant in the amount of \$10,000 for asbestos abatement and \$10,400 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 21<sup>st</sup> day of March 2023.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk



517 GRANT	Asbestos	Demolition	Total
Weston McKee	\$10,000.00	\$10,400.00	\$20,400.00
Environmental Edge	\$10,650.00	\$13,200.00	\$23,850.00
Tim Skinner	NA	\$12,390.00	\$12,390.00
Dan Laursen	\$6,900.00	\$10,000.00	\$16,900.00
Best Bid For Demolition and Asbestos removal Is Weston McKee			\$20,400



[ CITY OF ]  
OTTUMWA

REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND  
DEMOLITION OF 517 GRANT STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
517 GRANT	\$70,000 <sup>00</sup>	\$70,400 <sup>00</sup>	\$20,100 <sup>00</sup>

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

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

✓ A Bid Security must be included in the sealed bid envelope along with this bid sheet. The bid security must equal ten percent (10%) of the total bid price and must be in the form of cash or a cashier's check or as a certified check drawn on a bank in Iowa or chartered in the United States, or a certified share draft drawn on a credit union chartered under the laws of the United States.  
\$2,040 cash

The Successful Bidder shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the

MM

Initial Form Here

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.

Weston McKee  
Signature

Weston McKee  
Printed Name

2153 Glasgow Rd  
Address

(41) 226-4412  
Telephone Number

Fairfield, IA 52556  
City, State, Zip

3/5/23  
Date

Westonmckee@yahoo.com  
E-mail Address

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: March 21, 2023

Jake Rusch

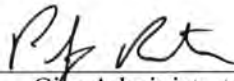
Prepared By

Building and Code Enforcement

Department

Zach Simonson

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No.44-2023. A resolution awarding the contract for Asbestos abatement and demolition of the condemned property at 1016 S. Weller.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and Adopt Resolution 44-2023

DISCUSSION:

Bids for this project were accepted until 2 P.M. on March 15, 2023. Three Asbestos bids and five demolition bids were received. Laursen had the lowest bids, but due to insufficient bid securities, his bids were disqualified. Environmental Edge submitted the second best bids in the amount of \$2,400 for Asbestos and \$4,600 for demolition. Staff recommends awarding him the contract. A bid tab is attached.

RESOLUTION NO. 44-2023

A RESOLUTION AWARDING THE CONTRACT FOR ASBESTOS ABATEMENT AND DEMOLITION OF THE CONDEMNED PROPERTY AT 1016 S WELLER.

WHEREAS, the City of Ottumwa has accepted bids for the above referenced project until 2pm on March 15, 2023; and

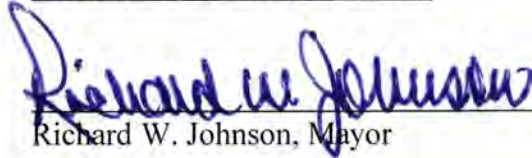
WHEREAS, the lowest qualified bid was from Environmental Edge in the amount of \$2,400 for asbestos abatement and \$4,600 for demolition and leveling of the lot.

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



Environmental Edge be awarded the contract for asbestos abatement and demolition of the condemned property at 1016 S Weller in the amount of \$2,400 for asbestos abatement and \$4,600 for demolition and leveling of the lot.

APPROVED, PASSED AND ADOPTED this 21<sup>st</sup> day of March 2023.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

1016 WELLER	Asbestos	Demolition	Total
Environmental Edge	\$2,400.00	\$4,600.00	\$7,000.00
Weston Mckee	\$3,500.00	\$4,350.00	\$7,850.00
Tim Skinner	NA	\$5,490.00	\$5,490.00
Ruiz Demolition	NA	\$3,500.00	\$3,500.00
Dan Laursen	\$2,000.00	\$3,900.00	\$5,900.00
Best Bid For Demolition and Asbestos removal Is Environmental Edge			\$7,000



REQUEST BID FOR ASBESTOS REMOVAL AND DISPOSAL AND DEMOLITION OF 1016 S WELLER STREET OTTUMWA, IOWA

BID FORM

Address	Asbestos Bid	Demolition Bid	TOTAL BID
1016 S WELLER	\$2,400. <sup>00</sup>	\$4,600. <sup>00</sup>	\$7000. <sup>00</sup>

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.

\$700  
cashier ✓

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

**The Successful Bidder** shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above or cash may be used. An irrevocable letter of credit stating the

DS Initial Form Here

amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

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

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

  
Signature

Dustin Smith  
Printed Name

2801 Roemer Ave  
Address

641-226-4483  
Telephone Number

Ottumwa, IA. 52501  
City, State, Zip

3-15-23  
Date

Dustin@msn.com  
E-mail Address



THIS DOCUMENT HAS VISIBLE FIBERS, INVISIBLE FLUORESCENT FIBERS, CHEMICAL REACTANT STAINS, AND A WATERMARK ON BACK



Community 1st Credit Union

MAIN OFFICE:  
235 RICHMOND  
OTTUMWA, IOWA 52501  
866.360.5370

**CASHIER'S CHECK**



No. 0000729577  
72-7572/2739

03/15/23

\$700.00

\*\*\* SEVEN HUNDRED DOLLARS AND 00 CENTS \*\*\*

PAY  
TO THE  
ORDER  
OF

EXACTLY **700** Dollars **00** Cents

\*CITY OF OTTUMWA\*

VOID AFTER 90 DAYS

*James M Hille*

AUTHORIZED SIGNATURE

BID BOND



Environmental Edge  
2801 Beemer Ave.  
Ottumwa, Iowa  
52501

**received**  
3/15/23  
1:20 PM

City Clerk  
105 East 3<sup>rd</sup> St.  
Ottumwa, IA.  
52501

1016 S Weller St

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Mar 21, 2023

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 45-2023: A RESOLUTION APPROVING THE NORTH MARKET FACADE PROJECT (CDBG 20-CVN-024) CHANGE ORDER 7 AND CHANGE ORDER 8

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 45-2023.

DISCUSSION: The North Market Facade Project received a Community Development Block Grant for \$250,000. The remainder of the project is funded by the existing Downtown Development Grant Program and the property owners. Change Order 7 and 8 provide for cornice repairs and covering of an existing wood beam at 114-118 N Market.

Source of Funds: Downtown Dev CIP, CDBG Grant

Budgeted Item:  Budget Amendment Needed:

The adjustment is \$4,47836. The original contract sum was significantly less the architects opinion of cost. The City's share of the change order would be 25% and the City's contribution does not exceed the budgeted contribution under the Downtown Development Program. The new contract sum would be \$297,695.28.

RESOLUTION NO. 45-2023

A RESOLUTION APPROVING THE NORTH MARKET FACADE PROJECT (CDBG 20-CVN-024) CHANGE ORDER 7 AND CHANGE ORDER 8

WHEREAS, the City Council of the City of Ottumwa entered into a contract with Christner Contracting, Inc. on June 30<sup>th</sup>, 2022; and

WHEREAS, Change Order #7 provides cornice repairs and flashing for 114-118 N Market; and

WHEREAS, Project Change Order #7 is Change Order #4 for 114-118 N Market; and

WHEREAS, Change Order #8 provides for covering an existing wood beam with cement board and trim for 114-118 N Market; and

WHEREAS, Project Change Order #8 is Change Order #5 for 114-118 N Market; and

WHEREAS, Change Order #7 and Change Order #8 increase the contract sum in the amount of \$4,478.36; and

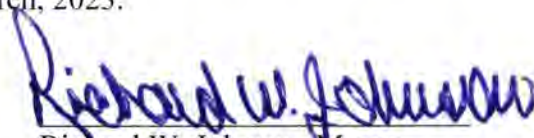
WHEREAS, the City's share of the project cost is still below the budgeted sum; and

WHEREAS, the new contract sum including the change order will be \$297,695.28;

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

That Change Orders #7 and #8 for this project are hereby approved.

PASSED AND APPROVED this 21st day of March, 2023.

  
Richard W. Johnson, Mayor

ATTEST:

  
City Clerk

# Change Order 114-118 CO#04

## North Market Facades

Date : 3/2/2023

### Distribution List:

Owner   x    
Architect   x    
Contractor   x    
Field \_\_\_\_\_  
Other \_\_\_\_\_

Contractor : Christner Contracting Inc.  
Architect : Curtis Architecture & Design

Architect's Project Number : 2117  
Contract Date: June 30<sup>th</sup>, 2021

The Contract is Changed As Follows :

**Address: 114-118 North Market**

We (CCI) are pleased to offer the following specifications and pricing to make the following changes:  
Change order for repairing cornice. This includes fabricating and installing new flashing.

The original (contract sum including contingency funds) was \$ 277,777.00

The net change (including contingency fund projections) by  
previously authorized Change Orders \$ 293,196.92

The (contract sum) will be (increased) (~~decreased~~)  
(~~unchanged by using contingency funds under this~~  
~~—facade~~) by this Change Order in the amount of \$1,237.25

The new contract sum including this change order will be \$ 294,434.17

The contract time will be (~~increased~~) (~~decreased~~)  
(unchanged) by Days: --

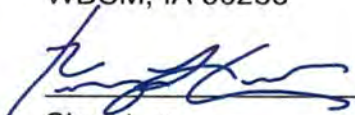
The date of substantial completion as of the date of this  
change order therefore is (~~increased~~) (~~decreased~~)  
(Unchanged) Date 05-31-2023

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR , & OWNER.

**Curtis Architecture**  
3408 Woodland Ave  
WDSM, IA 50266

**Christner Contracting Inc.**  
17587 US-34  
Ottumwa, IA 52501

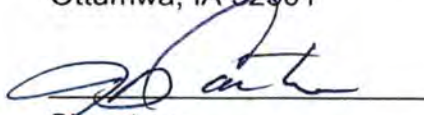
**City of Ottumwa**  
105 3<sup>rd</sup> St. E,  
Ottumwa, IA 52501



Signature

Rodney L. Curtis


Date: 3-2-23



Signature

CCI

Date: 3/14/2023



Signature

Ottumwa

Date: 3/21/23

# Change Order 114-118 CO#05

## North Market Facades

Date : 3/2/2023

### Distribution List:

Owner            
Architect            
Contractor            
Field            
Other          

Contractor : Christner Contracting Inc.  
Architect : Curtis Architecture & Design

Architect's Project Number : 2117  
Contract Date: June 30<sup>th</sup>, 2021

The Contract is Changed As Follows :

#### **Address: 114-118 North Market**

We (CCI) are pleased to offer the following specifications and pricing to make the following changes:  
Change order to cover existing wood beam and skim coated area above with cement board & trim.

The original (contract sum including contingency funds) was \$ 277,777.00

The net change (including contingency fund projections) by previously authorized Change Orders \$ 294,434.17

The (contract sum) will be (increased) (~~decreased~~)  
(~~unchanged by using contingency funds under this~~  
~~—facade~~) by this Change Order in the amount of \$3,241.11

The new contract sum including this change order will be \$ 297,695.28

The contract time will be (~~increased~~) (~~decreased~~)  
(unchanged) by Days: --

The date of substantial completion as of the date of this change order therefore is (~~increased~~) (~~decreased~~)  
(Unchanged) Date 05-31-2023

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR , & OWNER.

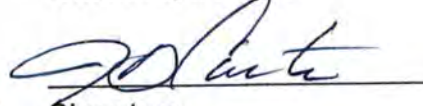
**Curtis Architecture**  
3408 Woodland Ave  
WDSM, IA 50266



Signature

Rodney L. Curtis  
Date: 3.2.23

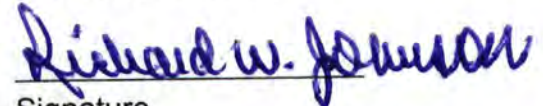
**Christner Contracting Inc.**  
17587 US-34  
Ottumwa, IA 52501



Signature

CCI  
Date: 3/14/2023

**City of Ottumwa**  
105 3<sup>rd</sup> St. E,  
Ottumwa, IA 52501



Signature

Ottumwa  
Date: 3/21/23



CITY OF  
OTTUMWA

**Citizen Input Request Form**

3.21.2023

**Council Meeting Date**

Name: Winston McKee

Address: 2453 Glasgow Rd Fairfield

Item No. to Address: H-4  
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

---

---

---

\*\*\*\*\*

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and 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 not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.





CITY OF  
OTTUMWA

**Citizen Input Request Form**

3.21.2023

Council Meeting Date

Name: BRIAN FISHER

Address: 214 S. Graves St.

Item No. to Address: BNSF  
(Agenda will be provided to complete this section)

If you are addressing the Council on an item not listed on the agenda, briefly explain the item you wish to speak on:

BNSF RUNNING IDLE

\*\*\*\*\*

The Mayor will invite you to address the City Council at the appropriate time. When called upon by the Mayor, step to the microphone and please state your name for the record. Comments are to be directly germane to City business, operations, or an item listed on this agenda. Remarks shall not be personalized and 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 not directly germane to City business, operations, or an item listed on the agenda, as determined by the Mayor, will be ruled out of order. If you are addressing an item not listed on the agenda the Council will not take any action on the item due to requirements of the Open Meetings Law. Pertinent questions, comments or suggestions may be referred to the appropriate department for response, if relevant.