

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 8
Council Chambers, City Hall

March 5, 2019
5:30 O'Clock P.M.

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 7 on February 19, 2019 as presented.
2. Appointment of Drake Livingston to the Historic Preservation Board due to a vacancy, term to expire 1/01/2022.
3. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Elliott Oil Company d/b/a BP Station (1340 Albia Rd.).
4. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Elliott Oil Company d/b/a BP Station (1049 West Second St.).
5. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee Drugstore (1140 N. Jefferson St.).
6. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee Gas #2 (2457 N. Court).
7. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Stop & Go Drive Thru located at 516 S. Madison Ave.
8. Authorize the purchase of replacement copiers in the amount of \$1252.58 per month for 60 months from Infomax.
9. Approve Salvage Dealer's License renewal for Courtney's Car Crushing & Scrap, 825 Hayne Street.
10. Resolution No. 40-2019, authorizing payment for renewal of the City liability and property insurance for March 16, 2019 until March 15, 2020 in the amount of \$405,215.52.
11. Resolution No. 44-2019, Approving the contract, bond, and certificate of insurance for the WPCF Primary Clarifier Valve Replacement Project.
12. Beer and/or liquor applications for: Market on Main, 331 E Main St. with outdoor service area; all applications pending final inspections.

C. APPROVAL OF AGENDA

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

1. Andy Wartenburg – CVB update
2. Electric Car Charging Stations
3. Airport Pre-Construction Meeting (Mayor)
4. State of the Community Address
5. Communications Policy (Councilwoman Berg)

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Bid report to reject bid received on Beach Phase 4, Contract A, Slide Restoration Project 2019.

RECOMMENDATION: Reject bid received.

2. Award the contract for the 2019 RFP #1, Blake's Branch Box Sewer Cleaning and authorizing the Mayor to sign the contract.

RECOMMENDATION: Award RFP #1, Blake's Branch Box Sewer Cleaning to DC Concrete and Construction of Douds, Iowa, in the amount of \$16,700.

3. Award the contract for 2019 RFP #2, Benton Street Brick Sewer Repairs and authorizing the Mayor to sign the contract.

RECOMMENDATION: Award RFP #2, Benton Street Brick Sewer Repairs, to Christy Construction of Ottumwa, Iowa, in the amount of \$7,986.

4. Award the contract for the 2019 RFP #3, Ray Street Concrete and authorizing the Mayor to sign the contract.

RECOMMENDATION: Award RFP #3, Ray Street Concrete, to Turner Concrete of Ottumwa, Iowa, in the amount of \$19,765.

5. Award the contract for the 2019 RFP #4, Montagne Lane Pavement and authorizing the Mayor to sign the contract.

RECOMMENDATION: Award RFP #4, Montagne Lange Pavement, to McClure and Co. Concrete of Floris, Iowa, in the amount of \$6,110.

G. PUBLIC HEARING:

1. This is the time, place, and date set for a public hearing on the proposed adoption of the 2020 City Budget.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 41-2019, adopting the annual budget for the fiscal year ending June 30, 2020.

RECOMMENDATION: Pass and adopt Resolution No. 41-2019.

H. RESOLUTIONS:

1. Resolution No. 24-2019, approving Change Order No. 2, for the Wapello Street and Albia Road Roundabout Project.

RECOMMENDATION: Pass and adopt Resolution No. 24-2019.

2. Resolution No. 42-2019, directing sale of \$5,665,000 (subject to adjustment per terms of offering) General Obligation Bonds, Series 2019A.

RECOMMENDATION: Pass and adopt Resolution No. 42-2019.

3. Resolution No. 43-2019, directing sale of \$1,870,000 (subject to adjustment per terms of offering) General Obligation Urban Renewal Bonds, Series 2019B.

RECOMMENDATION: Pass and adopt Resolution No. 43-2019.

4. Resolution No. 45-2019, awarding the contract for the Beach Phase 4, Contract B, Slide Restoration Project 2019, to A1A Sandblasting (Iowa) of Menahga, Minnesota, in the amount of \$66,500.00.

RECOMMENDATION: Pass and adopt Resolution No. 45-2019.

5. Resolution No. 46-2019, awarding the contract for the North Jefferson Street Reconstruction Project to Jones Contracting Corp. of West Point, Iowa, in the amount of \$794,777.

RECOMMENDATION: Pass and adopt Resolution No. 46-2019.

I. ORDINANCES:

J. PUBLIC FORUM:

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

K. PETITIONS AND COMMUNICATIONS

1. Mayor and Council Reports

Recess – Council will reconvene in Room 108 for closed session proceedings

REGULAR MEETING NO. 8
Room 108, City Hall

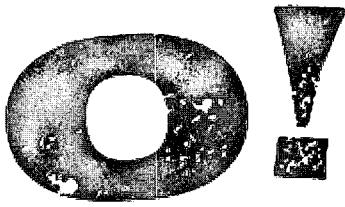
March 5, 2019
6:30 O’Clock P.M.

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

1. Motion to enter closed session in accordance with the Iowa Code Section 21.5(1) (i). (“To evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual’s reputation and that individual requests a closed session.”) for the purpose of conducting the City Clerk’s performance evaluation.
2. Return to open session to adjourn.

ADJOURN

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



[CITY OF]
O T T U M W A

FAX COVER SHEET

City of Ottumwa

DATE: 2/28/19 TIME: 4:30 PM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #08 to be held on 3/05/19.

Broadcast Report

P 1
 02/28/2019 16:55
 Serial No. ASC0011021987
 TC: 383860

Addressee	Start Time	Time	Prints	Result	Note
KISS	02-28 16:42	00:02:32	004/004	OK	
KTVO	02-28 16:45	00:02:58	004/004	OK	
Ottumwa Courier	02-28 16:51	00:00:57	000/004	No Ans	
KBIZ/KTVA	02-28 16:53	00:00:57	000/004	No Ans	
TOM FM	02-28 16:54	00:00:57	000/004	No Ans	

Note TMR:Timer TX, PDL:Polling, ORS:Original Size Setting, FME:Frame Erase TX, DPE:Page Separation TX, MIX:Mix of Original TX, CALL:Manual TX, CSRC:CSRC, FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original, CODE:IF-Code, RTK:RT-TX, RLY:Relay, MK:Confidential, BUL:Bulletin, SIP:SIP Fax, IPADR:IP Address Fax, I-FAX:Internet Fax

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



FAX COVER SHEET

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TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #08 to be held on 3/05/19.

OTTUMWA CITY COUNCIL MINUTES Item No. B.-1.

REGULAR MEETING NO. 7
Council Chambers, City Hall

February 19, 2019
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Roe moved, seconded by Berg to approve the following consent agenda items: Mins. from Regular Mtg. No. 5 on Feb. 5, 2019 and Special Mtg. No. 6 on Feb. 12, 2019 as presented; Acknowledgement of January financial rpt. and payment of bills as submitted by the Finance Dept.; Appointment of Mary Stewart to the Historic Preservation Brd., term to expire 01/01/2022; Res. No. 29-2019, authorizing a tuition scholarship application submission before the deadline of April 1, 2019 for City support of expenses for the City Clerk to attend the Iowa Municipal Professionals Institute in July 2019; Beer and/or liquor applications for: Casey's General Store #1886, 504 W. Mary St.; Hy-Vee Drugstore, 1140 N. Jefferson St.; all applications pending final inspections. All ayes.

Dalbey moved, seconded by Roe to approve the agenda with the removal of Item H-6, Res. No. 36-2019, Establishing intent to enter into a development agt. with ChrisBro Hospitality for the development of a hotel at BVC in the City of Ottumwa, Wapello County, Iowa. All ayes.

Mayor Lazio stated due to technical difficulties we were unable to broadcast the last special mtg. held 2/12/19.

City Admin Morris called up Dir. of Hlth. Insp. & Solid Waste Flanagan to present an update on the Bridge View Hotel Project.

Flanagan reported that Item H-6 was pulled because ChrisBro Hospitality is still reviewing the development agt. and it is not ready for Council approval.

Development stages of this project show progress; however, a few roadblocks are present (parking concerns).

Overall costs are around \$14 Million for the entire project; with the City of Ottumwa helping with the funding gap after utilizing private/public partnerships, TIF, and abatements.

We need to distinguish the footprint of the building itself opposed to that of the rest of the property.

Additional concerns when discussing parking are if the tennis courts across the street will be utilized for this project which are being looked at as an option.

Whatever parking schematic is recommended based upon cost/operational aspects we will make sure to address traffic controls and safety aspects before anything is finalized.

We are in the early stages of this process and the real focus and function is to find a comfort level and acknowledge that we are establishing a relationship to move forward with the project.

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

Roe moved, seconded by Dalbey to approve the grant submission to the Governor's Traffic Safety Bureau for the Police Dept. State and Community Highway Safety Grant application. Chief McAndrew stated that the Police Dept. has partnered with the Governor's Traffic Safety Bureau since 1988 to enhance our traffic safety efforts. This proposal requests \$12,000 to be used for overtime wages and \$13,500 for equipment (3 in-car video cameras). The grant will pay 100% of both requests. All ayes.

Dalbey moved, seconded by Berg to review and Accept the Certified Local Government Annual Report

for 2018 as submitted by the Ottumwa Historic Preservation Commission. All ayes.

Public Works Dir. Seals presented Work Session update for CSO, Phase 8, Div. I on routing and opinion of cost for the sewer separation project that was originally presented on Feb. 12, 2019.

This was the time, place, and date set for a public hearing for instituting proceedings to take additional action for the issuance of not to exceed \$1,400,000 General Obligation Bonds. Finance Dir. Jay reported that these bonds will be used to finance the Landfill Cell Development project. No objections were received. Dalbey moved, seconded by Stevens to close the public hearing. All ayes.

Roe moved, seconded by Berg that Res. No. 31-2019, instituting proceedings to take additional action for the issuance of not to exceed \$1,400,000 General Obligation Bonds, be passed and adopted. All ayes.

This was the time, place, and date set for a public hearing on the plans, specifications, form of contract, and est. cost for the Beach Renov., Ph. 4 – Installation of New Wave Generation Equip. Proj. 2019. Parks & Rec. Dir. Rathje reported this project will involve providing the labor and equip. to completely remove and dispose of designated existing wave generation equip. and installation of new equip. provided by the City of Ottumwa. Bids will be opened March 13, 2019. No objections were received. Roe moved, seconded by Berg to close the public hearing. All ayes.

Dalbey moved, seconded by Roe that Res. No. 37-2019, approving the plans, specifications, form of contract, and est. cost for the Beach Renov., Ph. 4 – Installation of New Wave Generation Equip. Proj. 2019, be passed and adopted. All ayes.

This was the time, place, and date set for a public hearing on the plans, specifications, form of contract, and est. cost for the Downtown Streetscape Proj. Public Works Dir. Seals reported this proj. consists of complete reconstruction of the 100, 200, and 300 blocks of Main St. Legacy Foundation in conjunction with Main Street Ottumwa has been coordinating with business owners/operators and Genus (landscape architects) during the development of this proj. Bids will be opened April 10, 2019. Total est. proj. costs are \$5,416,000. Of this, \$800,000 from CDBG Community Facilities Grant; \$1,946,000 from Legacy and the remainder \$2,670,000 from the City of Ottumwa. No objections were received. Dalbey moved, seconded by Stevens to close the public hearing. All ayes.

Berg moved, seconded by Roe that Res. No. 38-2019, approving the plans, specifications, form of contract, and est. cost for the Downtown Streetscape Project, be passed and adopted. All ayes.

Roe moved, seconded by Dalbey that Res. No. 28-2019, fixing an amount for abating a nuisance against properties in the City of Ottumwa, Iowa for a total of \$62,175.77, be passed and adopted. Dir. of Hlth. Insp. & Solid Waste Flanagan reported there are three demos and one nuisance included in this resolution. All ayes.

Dalbey moved, seconded by Berg that Res. No. 32-2019, Approving Bond Disclosure Policy, be passed and adopted. Fin. Dir. Jay reported the SEC has revised their bond disclosure requirements and passing this resolution assures compliance for the City of Ottumwa. All ayes.

Roe moved, seconded by Berg that Res. No. 33-2019, Directing the Advertisement for Sale of \$5,660,000 General Obligation Bonds, Series 2019A, and Approving Electronic Bidding Procedures and official Statement, be passed and adopted. Fin. Dir. Jay reported these bonds will be used to finance part of 2019 CIP. All ayes.

Dalbey moved, seconded by Roe that Res. No. 34-2019, Directing the Advertisement for Sale of \$1,880,000 General Obligation Urban Renewal Bonds, Series 2019B, and Approving Electronic Bidding Procedures and official statement, be passed and adopted. Fin. Dir. Jay reported these bonds will also be used to finance part of 2019 CIP. All ayes.

Roe moved, seconded by Berg that Res. No. 35-2019, Approving the final plat of O'Dell's First Subdivision to the City of Ottumwa, Wapello County, Iowa, be passed and adopted. All ayes.

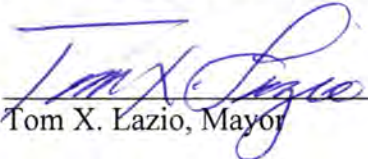
Roe moved, seconded by Dalbey that Res. No. 39-2019, Awarding the contract for the WPCF-Primary Clarifier Valve Replacement Proj. to Winger Contracting of Ottumwa, Iowa in the amount of \$87,078.00, be passed and adopted. All ayes.

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

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


Adjournment was at 6:30 P.M.

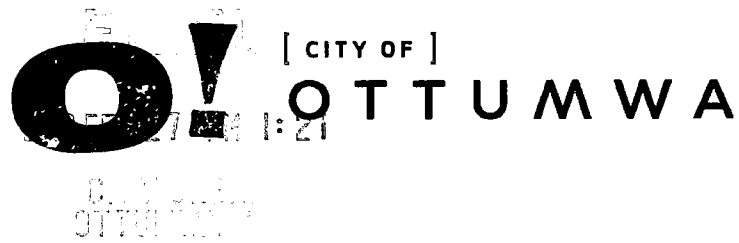
CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:




Christina Reinhard, City Clerk



March 5, 2019

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Historic Preservation Board due to a vacancy, term to expire 1/01/2022.

Drake Livingston
2706 N. Court Rd.

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

The information contained on this form is for the use of the Mayor and City Council in order to fill vacancies on City Advisory Boards Commissions, Committees, or Task Forces.

Biographical forms may be submitted at any time during the year; however, they will be purged January 31 of each year. If you have not been appointed to an advisory board during the preceding year, and still desire appointment, please resubmit an updated biographical form or advise in writing that the initial form is still usable.

Board, Commission, Committee, or Task Force to which appointment is desired:

Board of Historical Preservation

Name: Drake Livingston

Telephone: 641-799-7344

Email: (optional) _____

Address: 2706 N. Court Rd.

ZIP: 52501

Business: _____

Telephone: _____

Address: _____

ZIP: _____

Date Available for Appointment 2-20-2019

E-Mail: DrakeLiv22@icloud.com

Present occupation: Produce, Cashier, Ad-work at Fareway

Previous Employment: _____

Answer the following: (Use additional sheets if necessary)

Community Service:

(List boards, commissions, committees and organizations currently serving or have served on, offices held and in what city).

N/A

Please list any professional or vocational licenses or certificates you hold.

N/A

Personal:

(Have you ever worked for the City of Ottumwa?)

Yes _____

No X

(If yes, please list dates and names of departments)

Are you related to any employee or appointee of the City of Ottumwa? (If yes, please indicate name and relationship.)

Yes _____ No

Rules of law and ethics prohibit members from participating in and voting on matters in which they pay have a direct or indirect financial interest. Are you aware of any potential conflicts of interest which may develop from your occupation or financial holdings in relation to your responsibilities as a member of the advisory body to which you seek appointment). (If yes, please indicate any potential conflicts).

Yes _____ No

Are you aware of the time commitment necessary to fulfill the obligations of the advisory body to which you seek appointment?

Yes No _____

Please furnish brief written responses to the three following questions: (Use additional sheets if necessary.)

1. What is there specifically in your background, training, education, or interests which qualifies you as an appointee?

First off, I love history. I have always found it interesting, even as a young boy. Secondly, I plan on pursuing a career in Politics, and this would be a great starting point.

2. What do you see as the objectives and goals of the advisory body to which you seek appointment?

I feel the objective of the Board of Historical Preservation is to protect, and to fund the preservation of historical sites and buildings in the Ottumwa/Wapello County area.

3. How would you help achieve these objectives and goals? What special qualities can you bring to the advisory body?

I can bring a motivated mindset and a historically knowledgeable being. I would need to read up on local history a little, but that's the thing: when I don't know something I make sure to learn about it. I also could help to achieve these goals by being an active participant who simply loves history, wanting to preserve it.

I hereby certify that the following information is correct to the best of my knowledge.

[Signature]
Signature

2-11-2019
Date

You are invited to attach additional pages or submit supplemental information which you feel may assist the Mayor and City Council in their evaluation of your application.

WHEN COMPLETED MAIL ORIGINAL TO: OFFICE OF THE MAYOR
Ottumwa City Hall
105 E Third Street
Ottumwa, IA 52501

One of the goals of the City Council is to balance advisory board appointments in terms of gender and age.

The following information is desirable but not required for appointment.

Year of Birth 2000 Male Female
Number of years a city resident 18

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Ottumwa High School
Name of School

2019
Year

FILE

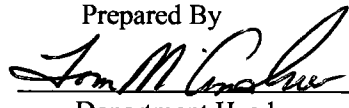
2019 FEB 20
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 5, 2019

Tom McAndrew

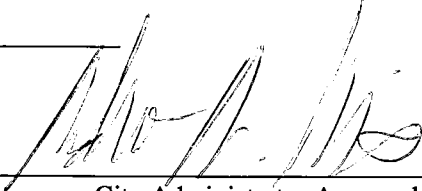
Prepared By



Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Elliott Oil Company d/b/a BP Station.

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgement/Settlement Agreement for Elliott Oil Company.

DISCUSSION: On February 2, 2019, an employee at a local tobacco retailer sold a tobacco product to a person under the age of eighteen. The business was:

BP Station
1340 Albia Road
Ottumwa, Iowa

For the first violation of Selling Tobacco To A Minor, the Iowa Code requires that the business be assessed a \$300.00 civil penalty. The actual cigarette permit holder for the business has chose to assert an Affirmative Defense, under Iowa Code sections 453A.22(3), which may be used once in a

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

four-year period rather than pay the civil penalty. The remaining step in the process is for the City Council to authorize the Mayor to sign the order accepting the settlement and approving the Affirmative Defense.

OTTUMWA CITY COUNCIL

BP Station
1340 Albia Road
Ottumwa, IA 52501

Elliott Oil Company
P.O. Box 473
Ottumwa, IA 52501

On this 5th day of March 2019, in lieu of a public hearing on the matter, the Ottumwa City Council approves the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22 resulting from a violation of Iowa Code section 453A.2(1) dated February 2, 2019.

OTTUMWA CITY COUNCIL THEREFORE, FINDS that the above-captioned permittee was granted the affirmative defense and no further action by the above-captioned permittee regarding this violation is required.

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


MAYOR

ATTEST:


City Clerk Chris Reinhard

OTTUMWA CITY COUNCIL

IN RE:
ELLIOTT OIL COMPANY
207 WEST SECOND STREET
OTTUMWA, IA 52501

ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received 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 admit that Payton A. Kirkpatrick sold tobacco to a minor on February 2, 2019. I (we) have submitted the required documents to show that the employee charged with the violation stated in the complaint completed the tobacco compliance employee training program pursuant to section 453A.5 at the time of the violation. I (we) hereby assert an affirmative defense under Iowa Code sections 453A.22(3). I (we) understand that the affirmative defense asserted for the violation dated February 2, 2019, may only be used once in a four-year period to bar prosecution of the legal owner. I (We) understand that In order to conclude this matter the Ottumwa City Council must approve this settlement agreement.

JK - Jeff Keep
Signature

VP - Retail Operations
Title

2-13-19
Date

Joni L. Keith
Joni L. Keith
City Attorney
Title

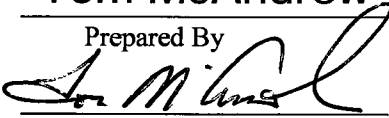
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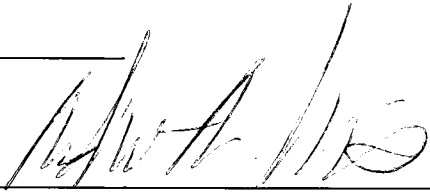
2019 FEB 20 PM 2:13
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 5, 2019

Police
Department

Tom McAndrew
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Elliott Oil Company d/b/a BP Station.

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgement/Settlement Agreement for Elliott Oil Company.

DISCUSSION: On February 2, 2019, an employee at a local tobacco retailer sold a tobacco product to a person under the age of eighteen. The business was:

BP Station
1049 West Second Street
Ottumwa, Iowa

For the first violation of Selling Tobacco To A Minor, the Iowa Code requires that the business be assessed a \$300.00 civil penalty. The actual cigarette permit holder for the business has chose to assert an Affirmative Defense, under Iowa Code sections 453A.22(3), which may be used once in a

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

four-year period rather than pay the civil penalty. The remaining step in the process is for the City Council to authorize the Mayor to sign the order accepting the settlement and approving the Affirmative Defense.

OTTUMWA CITY COUNCIL

BP Station
1049 West Second Street
Ottumwa, IA 52501

Elliott Oil Company
P.O. Box 473
Ottumwa, IA 52501



On this 5th day of March 2019, in lieu of a public hearing on the matter, the Ottumwa City Council approves the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22 resulting from a violation of Iowa Code section 453A.2(1) dated February 2, 2019.

OTTUMWA CITY COUNCIL THEREFORE, FINDS that the above-captioned permittee was granted the affirmative defense and no further action by the above-captioned permittee regarding this violation is required.

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


MAYOR

ATTEST:

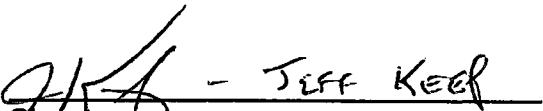


City Clerk Chris Reinhard

OTTUMWA CITY COUNCIL

IN RE:
ELLIOTT OIL COMPANY
207 WEST SECOND STREET
OTTUMWA, IA 52501

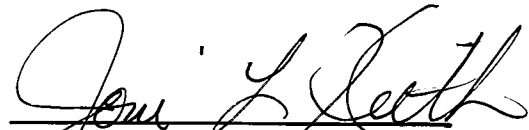
ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received 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 admit that Amber D. LaDouceur sold tobacco to a minor on February 2, 2019. I (we) have submitted the required documents to show that the employee charged with the violation stated in the complaint completed the tobacco compliance employee training program pursuant to section 453A.5 at the time of the violation. I (we) hereby assert an affirmative defense under Iowa Code sections 453A.22(3). I (we) understand that the affirmative defense asserted for the violation dated February 2, 2019, may only be used once in a four-year period to bar prosecution of the legal owner. I (We) understand that in order to conclude this matter the Ottumwa City Council must approve this settlement agreement.


Signature

VP - Retail Operations
Title

2-13-19
Date


Joni L. Keith
City Attorney
Title

FILED

2019 FEB 22 AM 11:43

CITY OF OTTUMWA
OTTUMWA, IA

CITY OF OTTUMWA
Staff Summary


**** ACTION ITEM ****

Council Meeting of: Mar 5, 2019

Police
Department

Tom McAndrew

Prepared By


Department Head


City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc. d/b/a Hy-Vee Drugstore.

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: Authorize the Mayor to sign the Order Accepting Acknowledgement/Settlement Agreement for Hy-Vee, Inc. d/b/a Hy-Vee Drugstore.

DISCUSSION: On February 2, 2019, an employee at a local tobacco retailer sold a tobacco product to a person under the age of eighteen. The business was:

Hy-Vee, Inc. d/b/a Hy-Vee Drugstore
1140 N. Jefferson St.
Ottumwa, Iowa

For the first violation of Selling Tobacco To A Minor, the Iowa Code requires that the business be assessed a \$300.00 civil penalty. The actual cigarette permit holder for the business has submitted a check to the City

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

of Ottumwa in the amount of \$300.00 and signed the settlement agreement for the penalty. The remaining process is for the City Council to authorize the Mayor to sign the order accepting the settlement.

**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT
1ST VIOLATION**

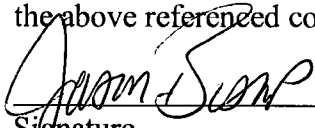
COPY

IN RE;
Hy-Vee, Inc.
d/b/a Hy-Vee Drugstore
5820 Westown Parkway
West Des Moines, IA 50266

**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.




Signature

Store director

Title

2/11/19

Date



Signature

City Attorney

Title

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:

**Joni Keith, City Attorney
City Hall
105 East Third Street
Ottumwa, Iowa 52501**



Sales Receipt

Date	Sale No.
2/21/2019	80950

Sold To
Hy-Vee, Inc. 5820 Westown Parkway West Des Moines, IA 50266

City of Ottumwa
105 E Third St
Ottumwa, IA 52501

Check No.	Payment Method	Project
17-868796756	Check	Hy-Vee Drugstore - ...

Item	Description	Amount
001-110-4765	Fines, Surcharge, Tobacco Penalty - First Violation	300.00

	Total	\$300.00
--	--------------	----------

Phone: 641.683.0600
Fax: 641.683.0613
www.cityofottumwa.com

**ORDER ACCEPTING ACKNOWLEDGMENT /
SETTLEMENT AGREEMENT
1ST VIOLATION**

BEFORE THE OTTUMWA CITY COUNCIL

IN RE:
Hy-Vee, Inc.
d/b/a Hy-Vee Drugstore
1140 N. Jefferson St.
Ottumwa, Iowa 52501

**ORDER ACCEPTING
ACKNOWLEDGMENT /
SETTLEMENT AGREEMENT**

ON this 5th day of March, 2019, 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, IOWA

By: 
TOM X. LAZIO, MAYOR

ATTEST:



CHRIS REINHARD, CITY CLERK

FILED

2019 FEB 22 AM 11:43

CITY OF OTTUMWA

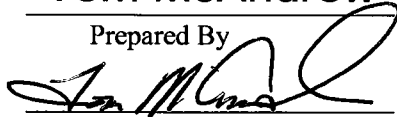
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 5, 2019

Tom McAndrew

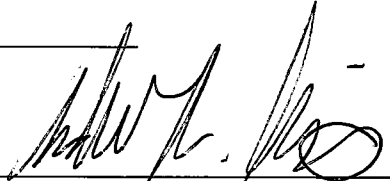
Prepared By



Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Hy-Vee, Inc., d/b/a Hy-Vee Gas #2.

RECOMMENDATION: Authorize the Mayor to sign the Order Accepting Acknowledgement/Settlement Agreement for Hy-Vee, Inc.

DISCUSSION: On February 2, 2019, an employee at a local tobacco retailer sold a tobacco product to a person under the age of eighteen. The business was:

Hy-Vee Gas #2
2457 N. Court
Ottumwa, Iowa

For the first violation of Selling Tobacco To A Minor, the Iowa Code requires that the business be assessed a \$300.00 civil penalty. The actual cigarette permit holder for the business has chose to assert an Affirmative Defense, under Iowa Code sections 453A.22(3), which may be used once in a

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

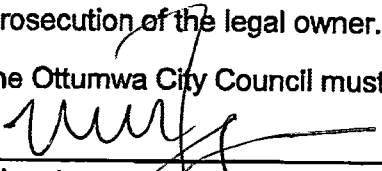
four-year period rather than pay the civil penalty. The remaining step in the process is for the City Council to authorize the Mayor to sign the order accepting the settlement and approving the Affirmative Defense.

OTTUMWA CITY COUNCIL

IN RE:
HY-VEE, INC.
5820 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

I (we) hereby knowingly and voluntarily acknowledge that I (we) have received 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 admit that Anthony R. Betancourt sold tobacco to a minor on February 2, 2019. I (we) have submitted the required documents to show that the employee charged with the violation stated in the complaint completed the tobacco compliance employee training program pursuant to section 453A.5 at the time of the violation. I (we) hereby assert an affirmative defense under Iowa Code sections 453A.22(3). I (we) understand that the affirmative defense asserted for the violation dated February 2, 2019, may only be used once in a four-year period to bar prosecution of the legal owner. I (We) understand that in order to conclude this matter the Ottumwa City Council must approve this settlement agreement.



Signature Mic Jurgens
Senior Vice President
Hy-Vee, Inc.



Joni L. Keith



City Attorney

OTTUMWA CITY COUNCIL

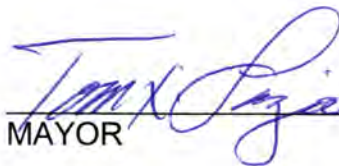
Hy-Vee Gas #2
2457 N. Court
Ottumwa, IA 52501

Hy-Vee, Inc.
5820 Westown Parkway
West Des Moines, IA 50266

On this 5th day of March 2019, in lieu of a public hearing on the matter, the Ottumwa City Council approves the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22 resulting from a violation of Iowa Code section 453A.2(1) dated February 2, 2019.

OTTUMWA CITY COUNCIL THEREFORE, FINDS that the above-captioned permittee was granted the affirmative defense and no further action by the above-captioned permittee regarding this violation is required.

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


MAYOR

ATTEST:


City Clerk Chris Reinhard



FILED


CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 5, 2019

Tom McAndrew

Prepared By


Department Head

Police

Department


City Administrator Approval

AGENDA TITLE: Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Stop & Go Drive Thru.

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: Authorize the Mayor to sign the Order Accepting Acknowledgement/Settlement Agreement for Stop & Go Drive Thru.

DISCUSSION: On February 2, 2019, an employee at a local tobacco retailer sold a tobacco product to a person under the age of eighteen. The business was:

Stop & Go Drive Thru
516 S. Madison Avenue
Ottumwa, Iowa

For the third violation of Selling Tobacco To A Minor, the Iowa Code requires that the business be assessed a \$1,500.00 civil penalty and a 30 day cigarette permit suspension. The actual cigarette permit holder for the

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

business has submitted a check to the City of Ottumwa in the amount of \$1,500.00 and signed the settlement agreement for the penalty. The 30 day cigarette permit suspension will be effective March 6, 2019. The remaining process is for the City Council to authorize the Mayor to sign the order accepting the settlement.

**ORDER ACCEPTING ACKNOWLEDGMENT /
SETTLEMENT AGREEMENT
3rd VIOLATION**

BEFORE THE OTTUMWA CITY COUNCIL

IN RE:
Stop & Go Drive Thru
516 South Madison Avenue
Ottumwa, Iowa 52501

**ORDER ACCEPTING
ACKNOWLEDGMENT /
SETTLEMENT AGREEMENT**

On this 5th day of March, 2019, 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 one thousand five hundred (\$1,500.00). Pursuant to the Agreement, IT IS THEREFORE ORDERED that a thirty (30) day cigarette permit suspension be executed against the above-captioned permittee effective March 10, 2019. Be advised that this sanction will count as a third violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(c).

CITY OF OTTUMWA, IOWA

By: 
TOM X. LAZIO, MAYOR

ATTEST:


CHRIS REINHARD, CITY CLERK



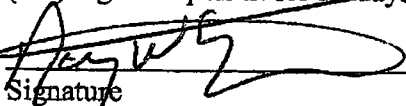
**ACKNOWLEDGMENT / SETTLEMENT
AGREEMENT
3rd VIOLATION**

IN RE;
Stop & Go Drive Thru
516 S. Madison Avenue
Ottumwa, Iowa 52501

**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 "Third Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. I (we) understand that the penalty for this third violation is a \$1,500.00 fine and a suspension of my (our) cigarette permit for 30 days, beginning approximately February 20, 2019.



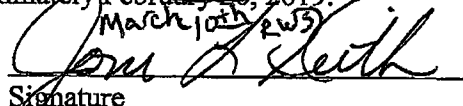
Signature

Managing Partner

Title

2-28-19

Date

March 10th 2019


Signature

City Attorney

Title

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 \$1,500 check made payable to the "City of Ottumwa", should be returned to:

**Joni Keith, City Attorney
City Hall
105 East Third Street
Ottumwa, Iowa 52501**

18080

\$ 1,500⁰⁰

Ottumwa Police Department

2-28-2019

Ottumwa, Iowa

For Tobacco Violation Stop + Go Drive Thru LLC

Dollars

Received of

One thousand five hundred

check # 3339

By ms

Fund _____

FILED

City of Ottumwa

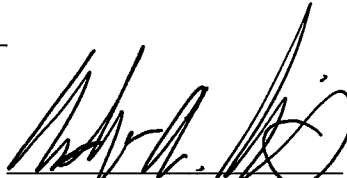
2019 FEB 28 AM 11:55 Staff Summary

CITY OF OTTUMWA


Council Meeting of: March 5, 2019

Item No. _____

Finance Department
Department



City Administrator

Edward Wilson
Prepared By
Bob Jay 
Department Head

Agenda Title: Authorize the purchase of replacement copiers in the amount of \$1252.58 per month for 60 months from Infomax.

.....
Purpose: This purchase will allow us to upgrade our existing copier and save approximately \$175 per month compared to our current contract.

Recommendation: Authorize the purchase from Infomax.

Discussion: Our current copier contracts with MMIT includes one copier for City Hall 1st floor, four copiers for Health and Planning, one copier for Engineering, one copier for Public Works, and one copier & one printer for Water Pollution. With overages it is approximately \$1430 per month. We requested a dollar buyout proposal and we received quotes from two vendors. Infomax quoted \$1252.58 for Canon Copiers and a Lexmark printer. MMIT quoted Sharp & Lexmark models for \$1364.96 and Konica Minolta & Lexmark models for \$1306.14 per month. Infomax currently has a local office in Ottumwa. We recommend the quote of \$1252.58 from Infomax. Infomax has agreed to buyout our current contract with MMIT in the amount of \$11,650.00.

Source of Funds Department budgets

Budgeted Item Yes Budget Amendment Needed No



INFOMAX
OFFICE SYSTEMS

Custom Solution For:



Attn: Edward Wilson

Prepared by:

Dan Bracy

Sales Manager

dbracy@infomaxoffice.com

515-237-2391

February 6, 2019

City of Ottumwa
Attn: Edward Wilson
105 East 3rd Street
Ottumwa, IA 52501

Edward:

Thank you for the opportunity to provide a solution for City of Ottumwa's departmental office equipment needs. I greatly appreciate your interest and confidence in our Canon products, support, and service.

As a customer looks for a vendor that can provide and service a wide array of products, Infomax Office Systems is the number one choice.

I appreciate the opportunity to exceed your print objectives and look forward to furthering our relationship. If you have any questions or concerns please contact me at either dbracy@infomaxoffice.com or (515) 237-2391.

Respectfully submitted,

Dan Bracy

Sales Manager

Recommended MFP Solutions

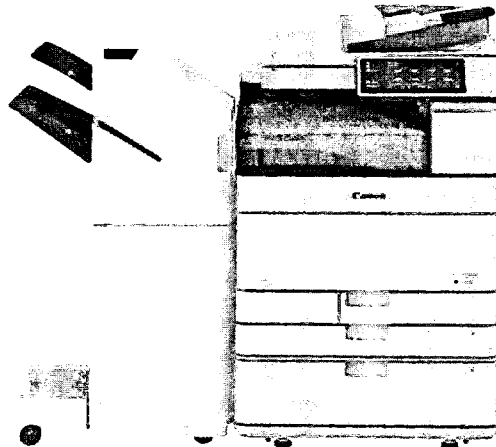
Canon  **imageRUNNER**
ADVANCE **C5550i II**

Administration

Print/Copy/Scan/Fax

Includes:

- Copy/Print at 50 ppm for Black & White and Color
- Fax
- 10.1" Color Touch Screen
- Print up to 12 X 18"
- 150 Sheet Single Pass Duplexing Document Feeder
- Scans up to 160 Images per Minute
- 3,700 Sheet Standard Paper Capacity
 - 1 x 550 Sheet Letter Cassette
 - 1 x 550 Sheet Universal Paper Cassette
 - 1 x 2,450 Sheet Letter Drawer
 - 150 Sheet Bypass Tray
- Finisher/Stapling
- 2/3 Hole Punch
- 250 GB Hard Disk Drive
- 4 GB RAM
- PCL & Genuine ADOBE PostScript Print Boards



Canon  **imageRUNNER**
ADVANCE

C5535i II

Engineering

Print/Copy/Scan/Fax

Includes:

- Copy/Print at 35 ppm for Black & White and Color
- Fax
- 10.1" Color Touch Screen
- Print up to 12 X 18"
- 150 Sheet Single Pass Duplexing Document Feeder
- Scans up to 160 Images per Minute
- 2,350 Sheet Standard Paper Capacity
 - 1 x 550 Sheet Letter Cassette
 - 3 x 550 Sheet Universal Paper Cassette
 - 150 Sheet Bypass Tray
- Finisher/Stapling
- 2/3 Hole Punch
- 250 GB Hard Disk Drive
- 4 GB RAM
- PCL & Genuine ADOBE PostScript Print Boards



Canon imageRUNNER ADVANCE

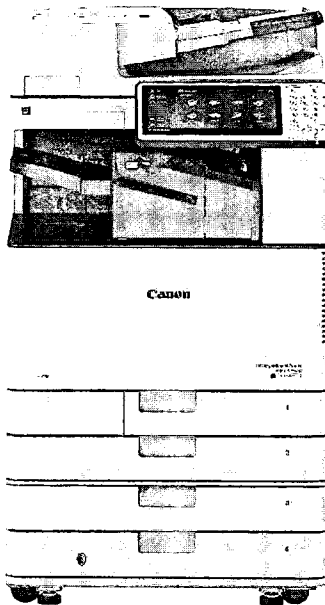
C3525i II

Public Works

Print/Copy/Scan/Fax

Includes:

- Copy/Print at 25 ppm for Black & White and Color
- Fax
- 10.1" Color Touch Screen
- Print up to 12 X 18"
- 150 Sheet Single Pass Duplexing Document Feeder
- Scans up to 160 Images per Minute
- 1,250 Sheet Standard Paper Capacity
 - 1 x 550 Sheet Letter Cassette
 - 1 x 550 Sheet Universal Paper Cassette
 - 150 Sheet Bypass Tray
- 250 GB Hard Disk Drive
- 4 GB RAM
- PCL & Genuine ADOBE PostScript Print Boards



Inner finisher and extra paper cassettes not included

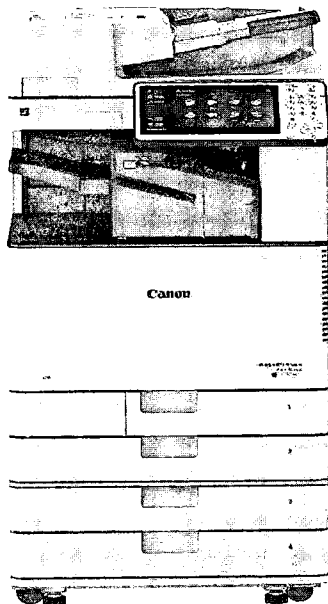
Canon  **imageRUNNER**
ADVANCE **C3525i II**

Water Pollution Control

Print/Copy/Scan/Fax

Includes:

- Copy/Print at 25 ppm for Black & White and Color
- Fax
- 10.1" Color Touch Screen
- Print up to 12 X 18"
- 150 Sheet Single Pass Duplexing Document Feeder
- Scans up to 160 Images per Minute
- 2,350 Sheet Standard Paper Capacity
 - 1 x 550 Sheet Letter Cassette
 - 3 x 550 Sheet Universal Paper Cassette
 - 150 Sheet Bypass Tray
- 250 GB Hard Disk Drive
- 4 GB RAM
- PCL & Genuine ADOBE PostScript Print Boards



Inner finisher not included

Canon  **imageRUNNER**
ADVANCE

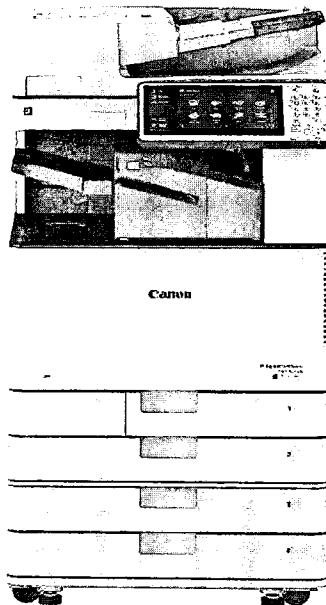
C3525i II

Housing/Health Inspections/Planning

Print/Copy/Scan

Includes:

- Copy/Print at 25 ppm for Black & White and Color
- 10.1" Color Touch Screen
- Print up to 12 X 18"
- 150 Sheet Single Pass Duplexing Document Feeder
- Scans up to 160 Images per Minute
- 1,250 Sheet Standard Paper Capacity
 - 1 x 550 Sheet Letter Cassette
 - 1 x 550 Sheet Universal Paper Cassette
 - 150 Sheet Bypass Tray
- 250 GB Hard Disk Drive
- 4 GB RAM
- PCL & Genuine ADOBE PostScript Print Boards



Inner finisher and extra paper cassettes not included

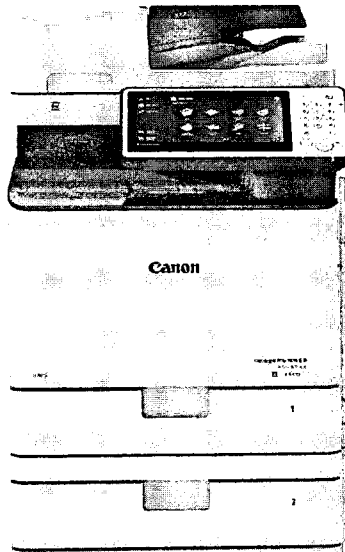

Canon**imageRUNNER
ADVANCE****C356i II**

Housing/Health Inspections

Print/Copy/Scan/Fax

Includes:

- Copy/Print at 6 ppm for Black & White and Color
- Fax
- 10.1" Color Touch Screen
- Print up to 8 ½ x 14"
- 100 Sheet Single Pass Duplexing Document Feeder
- Scans up to 100 Images per Minute
- 1,200 Sheet Standard Paper Capacity
 - 2 x 550 Sheet Universal Paper Cassette
 - 100 Sheet Bypass Tray
- 250 GB Hard Disk Drive
- 3 GB RAM
- PCL & Genuine ADOBE PostScript Print Boards



Current Situation

Current Situation

<u>Dept.</u>	<u>Lease</u>	<u>B/W</u> <u>overages</u>	<u>B/W</u> <u>Overage</u> <u>Rate</u>	<u>B/W Cost</u>	<u>Color</u> <u>overages</u>	<u>Color</u> <u>Overage</u> <u>Rate</u>	<u>Color Cost</u>	<u>Total Mo.</u> <u>Cost</u>
Admin	\$ 276.38	0	\$ 0.0061	\$ -	715	\$ 0.055	\$ 39.33	\$ 315.71
lease includes KM C454e & 9,000 B/W impressions. B/W overages and color billed quarterly.								
Public Works	\$ 108.01	0	\$ 0.008	\$ -	509	\$ 0.0799	\$ 40.67	\$ 148.68
lease includes MX2616N & 2,000 B/W impressions. B/W overages and color billed quarterly.								
Water Pollution	\$ 160.17	0	\$ 0.0088	\$ -	0	\$ 0.0879	\$ -	\$ 160.17
lease includes KM C224e, 2,083 B/W impressions & 250 color impressions. B/W and color overages billed quarterly.								
Engineering	\$ 123.32	649	\$ 0.008	\$ 5.19	1700	\$ 0.0799	\$ 135.83	\$ 264.34
lease includes MX2616N & 2,000 B/W impressions. B/W overages and color billed quarterly.								
Health & Inspection	\$ 243.60	0	\$ 0.008	\$ -	3800	\$ 0.0799	\$ 303.62	\$ 547.22
lease includes MX2616N, (3) KM C3350 & 4,000 B/W impressions. B/W overages and color billed monthly.								
								\$ 1,436.12

Infomax PrintMax Plus Program

Proposed Infomax Office Systems PrintMax Plus Program

Dept.	Lease	B/W		Color		Total Mo. Cost
		overages	Rate	overages	Rate	
Admin	\$ 305.17	0	\$ 0.006	\$ -	\$ 0.04	\$ 305.17
program includes IR C5550i II, 8,000 B/W impressions, & 700 color impressions. B/W and color impressions billed quarterly.						
Public Works	\$ 129.00	70	\$ 0.006	\$ 0.42	9 \$ 0.045	\$ 129.83
program includes IR C3525i II & 1,300 B/W impressions, & 500 color impressions. B/W overages and color impressions billed quarterly.						
Water Pollution	\$ 137.00	0	\$ 0.006	\$ -	66 \$ 0.045	\$ 139.97
program includes IR C3525i II, Lexmark M3150, & 2,000 B/W impressions. B/W overages and color impressions billed quarterly.						
Engineering	\$ 237.00	149	\$ 0.006	\$ 0.89	\$ 0.04	\$ 237.89
program includes IR C5535i II, 2,500 B/W impressions, & 1,700 color impressions. B/W and color impressions billed quarterly.						
H & I C3525i II	\$ 439.12	100	\$ 0.006	\$ 0.60	\$ 0.045	\$ 439.72
H & I C356if II			\$ 0.008		\$ 0.055	
program includes IR C3525i II, (3) IR C356i II, 2,000 B/W impressions & 3,000 color impressions for C3525i II, & 800 color and 500 b/w impressions for KM C356i II. B/W overages and color impressions billed quarterly.						
						\$1,252.58

Why Infomax PrintMax Plus Program

- Infomax Locally Owned
- No Third Party Lease
- No Capital Investment
- No Maintenance Contract
- One Monthly Invoice
- Early Upgrade Option after 36 Months
- Eliminates Technology Obsolescence
- 30 Factory Trained Technicians
- 2 to 4 Hour Service Response Time
- Guaranteed Performance
- Exclusive Program between Infomax and City of Ottumwa
- Local Offices in Ottumwa and Des Moines since 1958

ConnectPlus Agreement

ConnectPlus Includes:

- Basic Installation & Implementation Package
- Ongoing User Training on Document Output Devices
- Network Installation of Document Output Devices
- Ongoing Loading & Training on Print/Scan/Network Drivers
- Initial Software Enabler Installation and User Training (eCopy, Paper to Office, Essentials, PPDM)
- Installation of Remote Output Device Monitoring Software on Applicable Network Devices (FleetView)
- Ongoing Remediation Assistance for Print/Scan/Network Fax Issues
- Ongoing Assistance for any Infomax Provided Applications
- Unlimited Help Desk Phone Support

Pricing:

Standard Package*	___ \$ 25.00/Month
Additional MFP & Printing Devices	___ \$ 1.00/Month
Each Light Production Color Printing Device	___ \$ 50.00/Month
Each B&W Production Printing Device	___ \$ 50.00/Month
Each Color Production Printing Device	___ \$100.00/Month
eCopy, Paper to Office, Essentials, PPDM	___ \$ 20.00/Month
Each Wide Format	___ \$ 15.00/Month
Total Monthly ConnectPlus Fee	\$ _____ **

* Includes up to 12 MFP & Printing Devices

** Fee will be adjusted to reflect current applicable output devices and taxes.

ConnectPlus. In addition to providing basic installation and training, ConnectPlus provides renewable protection for all network connected products and eligible software enablers supplied and connected by Infomax. ConnectPlus works in conjunction with the existing hardware Infomax Maintenance Agreement and/or Lease Agreement by providing support and fault isolation for print, scan, and network fax issues external to device. ConnectPlus is designed to minimize down time associated with the critical performance of these functions. ConnectPlus Agreements are available for all network connected products supplied, connected and covered under a valid Infomax Maintenance Agreement.

OR

One Time Fee: \$0.00



Infomax Office Systems Contacts

Dan Bracy, Sales Manager
dbracy@infomaxoffice.com

(515) 237-2391

Greg Bailey, Director of Sales
gbailey@infomaxoffice.com

(515) 309-3405

Greg Jacobs, President
gjacobs@infomaxoffice.com

(515) 237-2374

Randy Schlegel, Vice President
rschlegel@infomaxoffice.com

(515) 237-2350

Shawn Taylor, V.P. of Service
staylor@infomaxoffice.com

(515) 237-2358

Sandy Seley, Graphic Arts Specialist
sseley@infomaxoffice.com

(515) 237-2367

Andy Mortenson, CDIA+, Digital Support Specialist
amortenson@infomaxoffice.com

(515) 237-2375



CURRENT MONTHLY EXPENSE

Sharp MX-2616N Packaged Agreement Includes 2000 Black Pages Overages at 0.008	\$108.01		
Color Per Page at 0.0799 0.0799 x 509	\$40.67		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">TOTAL MONTHLY EXPENSE</td> <td style="width: 30%; text-align: right;">\$148.68</td> </tr> </table>		TOTAL MONTHLY EXPENSE	\$148.68
TOTAL MONTHLY EXPENSE	\$148.68		

NEW MONTHLY EXPENSE

	FMV	\$1 Buyout	
Sharp MX3071 Lease	\$122.85	\$149.31	169.92+
<u>Maintenance Agreement</u> 1,370 Black Pages Included Black Overages 0.0049	\$6.90	\$6.90	456.84+
509 Color Pages Included Color Overages 0.0389	\$13.71	\$13.71	339.49+
			235.98+
			161.73+
			1,354.96*
			0.*

****FYI** Your color included equals out to 0.02694 per page!!! $13.71/509=0.02694$**

****Also this system we added a fax where the above current expense does not have one. Will take place of existing stand alone fax to save on that expense****

TOTAL PROPOSED MONTHLY EXPENSE	\$143.46	\$169.92
---------------------------------------	-----------------	-----------------

**Savings of \$5.22 Per Month|
Savings of \$62.64 Per Year|**

The Original ... for Copier & Fax Equipment

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 Urbandale, IA 50322
 515.283.0607
 www.mmitiowa.com

Ottumwa City of Public Works
 550 Gateway Dr
 Ottumwa, IA 525012303
 641-684-2180

Date: **1/31/2019**
 Sales Rep: Vern Feyen
 Quote Number: DQM20213
 Expires: **2/22/2019 or While Sharp Funds Expire**

Thank you for considering MMIT Business Solutions Group for your copier and printing needs. I am confident you will find that our award-winning products and award-winning service staff are among the finest in the industry. The following is the information you requested and I am pleased to quote you as follows:

ITEM	Model	DESCRIPTION	QTY
MX-3071	MX-3071	Sharp MX3071 Printer/Copier/Scanner 30 Pages Per Minute	1
MX-3071	MX-3071	Duplexing Document Feeder upto 220 Images Per Minute	1
MXDE25N	MX-3071	2 x 550-Sheet Paper Drawer, Bypass Tray	1
MXTU16	MX-3071	Center Exit Tray	1
MXFX15	MX-3071	Fax Expansion Kit	1

Includes Delivery, Installation, Setup and Training!

Lease Options:

Lease Months	Lease Payment:	Lease Type
60	\$122.85	Fair Market Value
60	\$149.31	\$1 Buy Out Purchase Option

****FYI**** Your color included equals out to 0.02694 per page!!! $13.71/509=0.02694$
****Also** this system we added a fax where the current device does not have one. Will take place of existing stand alone fax to save on that expense**

Pro Tech Service:

Black Pages Included:	Base Payment:	Black Overage:	Color Pages Included:	Color Base Payment:	Color Overage:
1,370	\$6.90	\$0.0049	509	\$13.71	\$0.0389

*All-Inclusive Maintenance Contracts includes all Labor, Parts, Toner, and Supplies excluding paper and staples.
 All prices and lease rates quoted do not include applicable sales taxes.*

We look forward to working with you. Thank you again for the opportunity to serve you.

Sincerely,

Vern Feyen
 515.251.1169

Accepted by: _____
 (Signature)

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CURRENT MONTHLY EXPENSE

Sharp MX-2616N and 3-C-3350's Packaged Agreement Includes 4000 Black Pages	\$246.79
---	----------

Color Per Page at 0.0879 0.0879 x 3,910	\$343.69
--	----------

TOTAL MONTHLY EXPENSE	\$590.48
------------------------------	-----------------

NEW MONTHLY EXPENSE

Sharp MX3071 and Lexmark XC4240's w/2 drawers	FMV \$239.43	\$1Buyout \$292.51
---	-----------------	-----------------------

<u>Maintenance Agreement</u> 2,590 Black Pages Included Black Overages 0.0049	\$12.33	\$12.33
---	---------	---------

3,800 Color Pages Included Color Overages 0.0389	\$152.00	\$152.00
---	----------	----------

TOTAL PROPOSED MONTHLY EXPENSE	\$403.76	\$456.84
---------------------------------------	-----------------	-----------------

Savings of \$186.72 Per Month | Savings of \$133.64 Per Month
Savings of \$2240.64 Per Year | Savings of \$1,603.68 Per Year

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 Urbandale, IA 50322
 515.283.0607
 www.mmitiowa.com

Ottumwa City Health Inspections
 105 E 3rd St 1st Fl
 Ottumwa, IA 525012904
 641-683-0601

Date: **1/25/2019**
 Sales Rep: Vern Feyen Jr
 Quote Number: DQM20178
 Expires: **2/22/2019 or While Sharp
 Funds Expire**

Thank you for considering MMIT Business Solutions Group for your copier and printing needs. I am confident you will find that our award-winning products and award-winning service staff are among the finest in the industry. The following is the information you requested and I am pleased to quote you as follows:

ITEM	Model	DESCRIPTION	QTY
MX-3071	MX-3071	Sharp MX3071 Print/Copy/Scan 30 Pages Per Minute	1
MX-3071	MX-3071	Duplexing Document Feeder upto 220 Images Per Minute	1
MXDE25N	MX-3071	2 x 550-Sheet Paper Drawers, Bypass Tray	1
MXTU16	MX-3071	Center Exit Tray	1
XC4240	XC4240	Lexmark XC4240 40 Pages Per Minute!	3
		Duplexing Document Feeder upto 100 Images Per Minute	
		2 Paper Drawers, 100 sheet feeder Tray	

Includes Delivery, Installation, Setup and Training!

Lease Options:

Lease Months	Lease Payment:	Lease Type
60	\$239.43	Fair Market Value
60	\$292.51	\$1 Buyout

Pro Tech Service:

Black Pages Included:	Base Payment:	Black Coverage:	Color Pages Included:	Color Base Payment:	Color Coverage:
2,590	\$12.33	\$0.0049	3,800	\$152.00	\$0.0389

All-Inclusive Maintenance Contracts includes all Labor, Parts, Toner, and Supplies excluding paper and staples. All prices and lease rates quoted do not include applicable sales taxes.

We look forward to working with you. Thank you again for the opportunity to serve you.

Sincerely,

Vern Feyen
 515.251.1169

Accepted by: _____

(Signature)

 (Date)

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CURRENT MONTHLY EXPENSE

Konica Minolta C454e Packaged Agreement Includes 9200 Black Pages		\$281.95
Color Per Page at 0.0605 0.0605 x 715		\$43.26
		\$325.21
TOTAL MONTHLY EXPENSE		\$325.21

NEW MONTHLY EXPENSE

	FMV	\$1 Buyout
Sharp MX-5070V Lease	\$228.15	\$277.29
<u>Maintenance Agreement</u> 8,000 Black Pages Included Black Overages 0.0049	\$39.20	\$39.20
715 Color Pages Included Color Overages 0.0389	\$23.00	\$23.00

****FYI** Your color included equals out to 0.03216 per page!!! $23/715=0.03216$**

TOTAL PROPOSED MONTHLY EXPENSE	\$290.35	\$339.49
---------------------------------------	-----------------	-----------------

**Savings of \$34.86 Per Month|
Savings of \$418.32 Per Year|**



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Ottumwa City Hall
 105 E 3rd St 1st Fl
 Ottumwa, IA 525012904
 641-683-0601

Date: **1/31/2019**
 Sales Rep: Vern Feyen
 Quote Number: DQM16886
 Expires: **2/22/2019**

Thank you for considering MMIT Business Solutions Group for your copier and printing needs. I am confident you will find that our award-winning products and award-winning service staff are among the finest in the industry. The following is the information you requested and I am pleased to quote you as follows:

ITEM	Model	DESCRIPTION	QTY
MX-5070V	MX-5070V	Sharp MX-5070V Full Color Copier/Printer/Scanner 50 Pages Per Minute!	1
MX-5070V	MX-5070V	Duplexing Document Feeder upto 200 Images Per Minute	1
Drawers	MX-5070V	2-550 Sheet Paper Drawers, Large Capacity Cassettes 2100 Sheets, Bypass Tray	1
Hole Punch	MX-5070V	Hole Punch Kit	1
Finisher	MX-5070V	Finisher Floor Staple Finisher	1
Fax	MX-5070V	Fax Kit	1

Includes Delivery, Installation, Setup and Training!

Lease Options:

Lease Months	Lease Payment:	Lease Type
60	\$228.15	Fair Market Value
60	\$277.29	\$1 Buy Out Purchase Option

Pro Tech Service:

****FYI Your color included equals out to 0.03216 per page!!! $23/715=0.03216$**

Black Pages Included:	Base Payment:	Black Overage:	Color Pages Included:	Color Base Payment:	Color Overage:
8,000	\$39.20	\$0.0049	715	\$23.00	\$0.0389

*All-Inclusive Maintenance Contracts includes all Labor, Parts, Toner, and Supplies excluding paper and staples.
 All prices and lease rates quoted do not include applicable sales taxes.*

We look forward to working with you. Thank you again for the opportunity to serve you.

Sincerely,

Vern Feyen
 515.251.1169

Accepted by: _____
 (Signature)

 (Date)

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CURRENT MONTHLY EXPENSE

Sharp MX-2616N Packaged Agreement Includes 2000 Black Pages Overages 0.008	\$124.92		
0.008x 649	\$5.19		
Color Per Page at 0.0799 0.0799 x 1700	\$135.83		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">TOTAL MONTHLY EXPENSE</td> <td style="width: 40%; text-align: right;">\$265.94</td> </tr> </table>		TOTAL MONTHLY EXPENSE	\$265.94
TOTAL MONTHLY EXPENSE	\$265.94		

NEW MONTHLY EXPENSE

	FMV	\$1Buyout
Sharp MX3071 lease	\$130.95	\$159.97
<u>Maintenance Agreement</u> 2,649 Black Pages Included Black Overages 0.0049	\$14.33	\$14.33
1700 Color Pages Included Color Overages 0.0389	\$62.68	\$62.68

****FYI** Your color included equals out to 0.03687 per page!!! $62.68/1700=0.03687$**

TOTAL PROPOSED MONTHLY EXPENSE	\$207.96	\$236.98
---------------------------------------	-----------------	-----------------

**Savings of \$57.98 Per Month | Savings of \$28.96 Per Month
Savings of \$695.76 Per Year | Savings of \$347.52 Per Year**



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 515.283.0607
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Ottumwa City Engineer
 105 E 3rd St 3rd Fl
 Ottumwa, IA 525012904
 641-683-0680

Date: **1/31/2019**
 Sales Rep: Vern Feyen
 Quote Number: DQM20214
 Expires: **2/22/2019 or While Sharp Funds Expire**

Thank you for considering MMIT Business Solutions Group for your copier and printing needs. I am confident you will find that our award-winning products and award-winning service staff are among the finest in the industry. The following is the information you requested and I am pleased to quote you as follows:

ITEM	Model	DESCRIPTION	QTY
MX-3071	MX-3071	Sharp MX3071 Printer/Copier/Scanner 30 Pages Per Minute	1
MX-3071	MX-3071	Duplexing Document Feeder upto 220 Images Per Minute	1
MXFN27N	MX-3071	50 Sheet Staple Inner Finisher	1
MXFX15	MX-3071	Fax Expansion Kit	1
MXPN14B	MX-3071	3 Hole Punch Unit	1
MXDE26N	MX-3071	3 x 550-Sheet Paper Drawers, Bypass Tray	1

Includes Delivery, Installation, Setup and Training!

Lease Options:

Lease Months	Lease Payment:	Lease Type
60	\$130.95	Fair Market Value
60	\$159.97	\$1 Buyout

Pro Tech Service: **FYI Your color included equals out to 0.03687 per page!!! $62.68/1700=0.03687$**

Black Pages Included:	Base Payment:	Black Overage:	Color Pages Included:	Color Base Payment:	Color Overage:
2649	\$14.33	\$0.0049	1700	\$62.68	\$.0389

All-Inclusive Maintenance Contracts includes all Labor, Parts, Toner, and Supplies excluding paper and staples. All prices and lease rates quoted do not include applicable sales taxes.

We look forward to working with you. Thank you again for the opportunity to serve you.

Sincerely,

Vern Feyen
 515.251.1169

Accepted by: _____
 (Signature)

 (Date)

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CURRENT MONTHLY EXPENSE

Konica Minolta C224e and Kyocera Printer Packaged Agreement	\$160.17
Includes 2083 Black Pages and 250 color	
Overages 0.0088 black and 0.0879 color	

TOTAL MONTHLY EXPENSE	\$160.17
------------------------------	-----------------

NEW MONTHLY EXPENSE

	FMV	\$1 Buyout
Sharp MX3071 & Lexmark M1246	\$121.25	\$148.13
<u>Maintenance Agreement</u>		
1,940 Black Pages Included	\$10.30	\$10.30
Black Overages 0.0049		
66 Color Pages Included	\$3.30	\$3.30
Color Overages 0.0389		

TOTAL PROPOSED MONTHLY EXPENSE	\$134.85	\$161.73
---------------------------------------	-----------------	-----------------

Savings of \$25.32 Per Month|
Savings of \$303.84 Per Year|



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Ottumwa Water Pollution Control Facility
 2222 S Emma St
 Ottumwa, IA 525013508
 641-683-0641

Date: **1/31/2019**
 Sales Rep: Vern Feyen Jr
 Quote Number: DQM16887
 Expires: **2/22/2019**

Thank you for considering MMIT Business Solutions Group for your copier and printing needs. I am confident you will find that our award-winning products and award-winning service staff are among the finest in the industry. The following is the information you requested and I am pleased to quote you as follows:

ITEM	Model	DESCRIPTION	QTY
MX-3071	MX-3071	Sharp MX-3071 Full Color Printer/Copier/Scanner 30 Pages Per Minute	1
DocFeeder	MX-3071	Dual Scanner Document Feeder upto 220 Images Per Minute	1
Fax	MX-3071	Fax Kit	1
Drawers	MX-3071	4-550 Sheet Paper Drawers, Bypass Tray	1
M1246	Lexmark M-1246	Lexmark M1246 Printer 46 Pages Per Minute	1

Includes Delivery, Installation, Setup and Training!

Lease Options:

Lease Months	Lease Payment:	Lease Type
60	\$121.25	Fair Market Value
60	\$148.13	\$1 Buyout

Pro Tech Service:

Black Pages Included:	Base Payment:	Black Overage:	Color Pages Included:	Color Base Payment:	Color Overage:
1,940	\$10.30	\$0.0049	66	\$3.30	\$0.0389

*All-Inclusive Maintenance Contracts includes all Labor, Parts, Toner, and Supplies excluding paper and staples.
 All prices and lease rates quoted do not include applicable sales taxes.*

We look forward to working with you. Thank you again for the opportunity to serve you.

Sincerely,

Vern Feyen
 515.251.1169

Accepted by: _____
 (Signature)

 (Date)

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 Urbandale, IA 50322
 515.283.0607
 www.mmitiowa.com

Ottumwa City of Public Works
 550 Gateway Dr
 Ottumwa, IA 525012303
 641-684-2180

Date: **2/1/2019**
 Sales Rep: Vern Fey 0.*
 Quote Number: DQM
 Expires: 2/22/201

134.44+
 6.90+
 13.71+
 278.71+
 12.33+
 152.00+
 277.24+
 39.20+
 23.00+
 145.28+
 14.33+
 62.68+
 132.72+
 10.30+
 3.30+

Thank you for considering MMIT Business Solutions Group for your copier and printing needs. I am find that our award-winning products and award-winning service staff are among the finest in the li following is the information you requested and I am pleased to quote you as follows:

ITEM	Model	DESCRIPTION	QTY
C308	C308	Konica Minolta C308 Printer/Copier/Scanner 30 Pages Per Minute	1
C308	C308	Duplexing Document Feeder upto 160 Images Per Minute	1
C308	C308	2 x 500-Sheet Paper Drawer, Bypass Tray	1
C308	C308	Fax Expansion Kit	1

Includes Delivery, Installation, Setup and Training!

Lease Options:

Lease Months	Lease Payment	Lease Type
60	\$109.69	Fair Market Value
60	\$134.44	\$1 Buy Out Purchase Option

1,305.14*

FYI Your color included equals out to 0.02694 per page!!! $13.71/509=0.02694$

Also this system we added a fax where the current device does not have one. Will take place of existing stand alone fax to save on that expense

Pro Tech Service:

Black Pages Included:	Base Payment:	Black Coverage:	Color Pages Included:	Color Base Payment:	Color Coverage:
1,370	\$6.90	\$0.0049	509	\$13.71	\$0.0389

All-Inclusive Maintenance Contracts includes all Labor, Parts, Toner, and Supplies excluding paper and staples. All prices and lease rates quoted do not include applicable sales taxes.

We look forward to working with you. Thank you again for the opportunity to serve you.

Sincerely,

Vern Feyen
 515.251.1169

Accepted by: _____
 (Signature)

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Ottumwa City Health Inspections
 105 E 3rd St 1st Fl
 Ottumwa, IA 525012904
 641-683-0601

Date: **2/11/2019**
 Sales Rep: Vern Feyen
 Quote Number: DQM20178
 Expires: 2/22/2019

Thank you for considering MMIT Business Solutions Group for your copier and printing needs. I am confident you will find that our award-winning products and award-winning service staff are among the finest in the industry. The following is the information you requested and I am pleased to quote you as follows:

Items Included:

Item	Model	Item Description	Qty
C308	C308	Konica Minota C308 30 Pages Per Minute Prints/Copies/ Scans Functionality	1
C308	C308	Duplexing Document Feeder upto 160 Images Per Minute	1
C308	C308	2 x 500-Sheet Paper Drawers, Bypass Tray, Cabinet	1
Lexmark XC-4240	Lexmark XC-4240	Lexmark XC4240 Print/Copy/ Scan and Fax Functionality Duplexing Document Feeder upto 100 Images Per Minute 2-Paper Drawers and Bypass Tray	3

Includes Delivery, Installation, Setup and Training!

Lease Options:

Lease Months	Lease Payment	Lease Type
60	\$228.14	Fair Market Value
60	\$278.71	\$1 Buy Out Purchase Option

Pro Tech Service:

Black Pages Included	Base Payment	Black Overage	Color Pages Included	Color Base Payment	Color Overage
2,590	\$12.33	\$0.0049	3,800	\$152.00	\$0.0389

Our All-Inclusive Maintenance Contracts includes all Labor, Parts, Toner, and Supplies excluding paper and staples. All prices and lease rates quoted do not include applicable sales taxes.

We look forward to working with you. Thank you again for the opportunity to serve you.

Sincerely,

Vern Feyen
 515.251.1169

Accepted by: _____
 (Signature)



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 Urbandale, IA 50322
 515.283.0607
 www.mmitiowa.com

Ottumwa City Hall
 105 E 3rd St 1st Fl
 Ottumwa, IA 525012904
 641-683-0601

Date: **2/1/2019**
 Sales Rep: Vern Feyen Jr
 Quote Number: DQM16886
 Expires: **2/22/2019**

Thank you for considering MMIT Business Solutions Group for your copier and printing needs. I am confident you will find that our award-winning products and award-winning service staff are among the finest in the industry. The following is the information you requested and I am pleased to quote you as follows:

ITEM	Model	DESCRIPTION	QTY
C458	C-458	Konica Minolta Bizhub C458 Full Color Copier/Printer/Scanner	1
C458	C-458	Document upto 240 Images Per Minute	1
A9HF013	C-458	2-500 Sheet Paper Drawers, 1-2500 Large CapacityCassette, Bypass Tray	1
A3ETW11	C-458	PK520 2/3 Hole Punch Kit	1
A87GWY1	C-458	FS536 Finisher (50 sheet Floor Staple Finisher)	1
A883012	C-458	FK514 Fax Kit	1
Includes Delivery, Installation, Setup and Training!			

Lease Options:

Lease Months	Lease Payment:	Lease Type
60	\$226.20	Fair Market Value
60	\$277.24	\$1 Buy Out Purchase Option

Pro Tech Service:

****FYI** Your color included equals out to 0.03216 per page!!! $23/715=0.03216$**

Black Pages Included:	Base Payment:	Black Overage:	Color Pages Included:	Color Base Payment:	Color Overage:
8,000	\$39.20	\$0.0049	715	\$23.00	\$0.0389

All-Inclusive Maintenance Contracts includes all Labor, Parts, Toner, and Supplies excluding paper and staples. All prices and lease rates quoted do not include applicable sales taxes.

We look forward to working with you. Thank you again for the opportunity to serve you.

Sincerely,

Vern Feyen
 515.251.1169

Accepted by: _____
 (Signature)

 (Date)

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Ottumwa City Engineer
 105 E 3rd St 3rd Fl
 Ottumwa, IA 525012904
 641-683-0680

Date: **2/1/2019**
 Sales Rep: Vern Feyen
 Quote Number: DQM20214
 Expires: **2/22/2019**

Thank you for considering MMIT Business Solutions Group for your copier and printing needs. I am confident you will find that our award-winning products and award-winning service staff are among the finest in the industry. The following is the information you requested and I am pleased to quote you as follows:

ITEM	Model	DESCRIPTION	QTY
C308	C308	Sharp MX3071 Printer/Copier/Scanner 30 Pages Per Minute	1
C308	C308	Duplexing Document Feeder upto 160 Images Per Minute	1
C308	C308	50 Sheet Staple Inner Finisher	1
C308	C308	Fax Expansion Kit	1
C308	C308	Hole Punch Unit	1
C308	C308	3 x 500-Sheet Paper Drawers, Bypass Tray	1

Includes Delivery, Installation, Setup and Training!

Lease Options:

Lease Months	Lease Payment:	Lease Type
60	\$118.92	Fair Market Value
60	\$145.28	\$1 Buyout

Pro Tech Service: **FYI Your color included equals out to 0.03687 per page!!! $62.68/1700=0.03687$**

Black Pages Included:	Base Payment:	Black Overage:	Color Pages Included:	Color Base Payment:	Color Overage:
2649	\$14.33	\$0.0049	1700	\$62.68	\$.0389

*All-Inclusive Maintenance Contracts includes all Labor, Parts, Toner, and Supplies excluding paper and staples.
 All prices and lease rates quoted do not include applicable sales taxes.*

We look forward to working with you. Thank you again for the opportunity to serve you.

Sincerely,

Vern Feyen
 515.251.1169

Accepted by: _____
 (Signature)

 (Date)

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 Urbandale, IA 50322
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 www.mmitiowa.com

Ottumwa Water Pollution Control Facility
 2222 S Emma St
 Ottumwa, IA 525013508
 641-683-0641

Date: **2/1/2019**
 Sales Rep: Vern Feyen Jr
 Quote Number: DQM16887
 Expires: **2/22/2019**

Thank you for considering MMIT Business Solutions Group for your copier and printing needs. I am confident you will find that our award-winning products and award-winning service staff are among the finest in the industry. The following is the information you requested and I am pleased to quote you as follows:

ITEM	Model	DESCRIPTION	QTY
C308	C-308	Konica Minolta bizhub C308 Full Color Printer/Copier/Scanner 30 pages per minute	1
A85GWY2	C-258	Dual Scanner Document Feeder upto 160 Images Per Minute	1
A883012	C-258	FK514 Fax Kit	1
A2XMWY8	C-258	4-500 Sheet Paper Drawers, Bypass Tray	1
M1246	Lexmark M-1246	Lexmark M1246 Printer	1

Includes Delivery, Installation, Setup and Training!

Lease Options:

Lease Months	Lease Payment:	Lease Type
60	\$108.64	Fair Market Value
60	\$132.72	\$1 Buyout

Pro Tech Service:

Black Pages Included:	Base Payment:	Black Overage:	Color Pages Included:	Color Base Payment:	Color Overage:
1,940	\$10.30	\$0.0049	66	\$3.30	\$0.0389

*All-Inclusive Maintenance Contracts includes all Labor, Parts, Toner, and Supplies excluding paper and staples.
 All prices and lease rates quoted do not include applicable sales taxes.*

We look forward to working with you. Thank you again for the opportunity to serve you.

Sincerely,

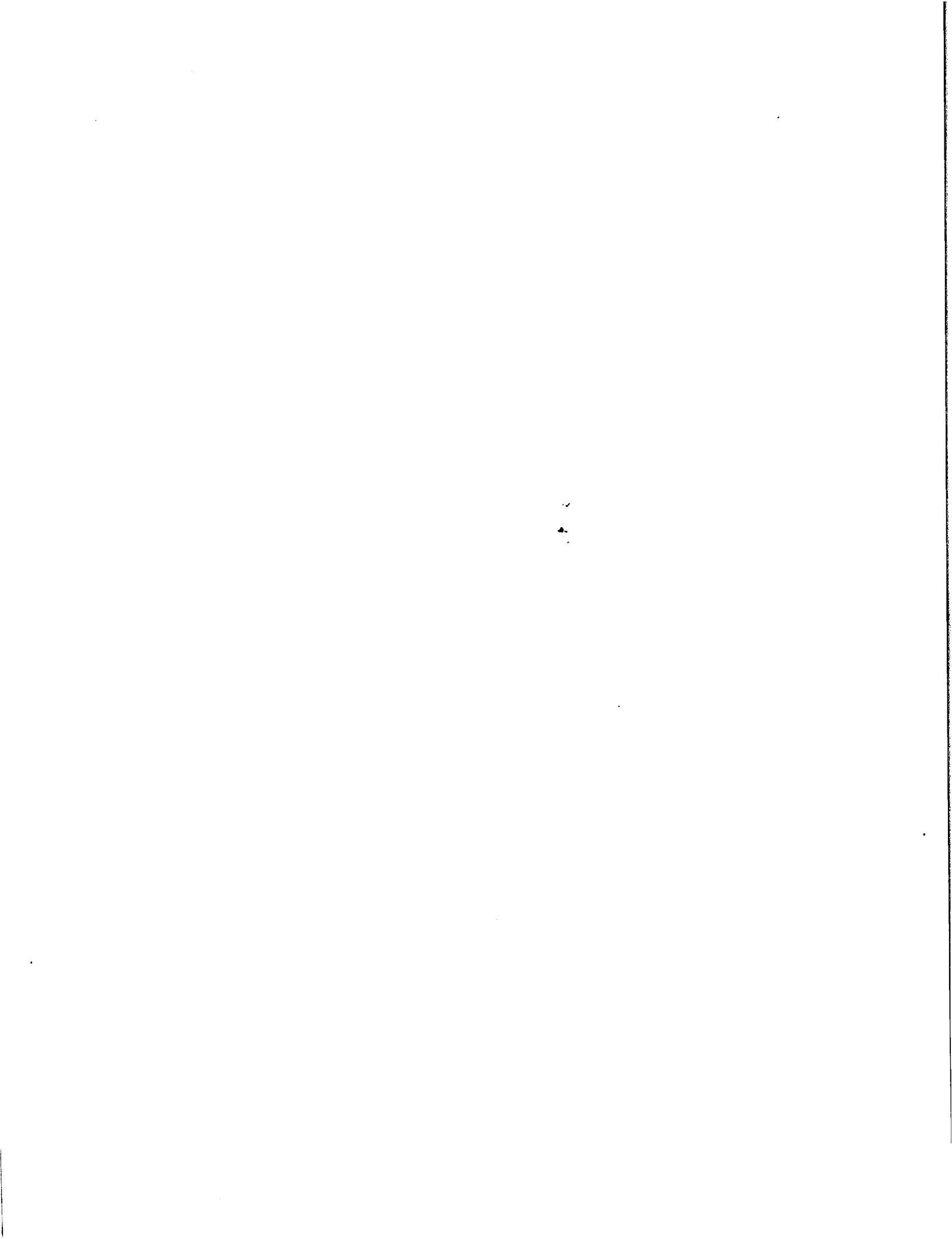
Vern Feyen
 515.251.1169

Accepted by: _____
 (Signature)

 (Date)

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CITY OF OTTUMWA

FILED
2019 FEB 28 PM 2:15
Staff Summary

****ACTION ITEM****

Council Meeting of: March 5, 2019

Zach Simonson



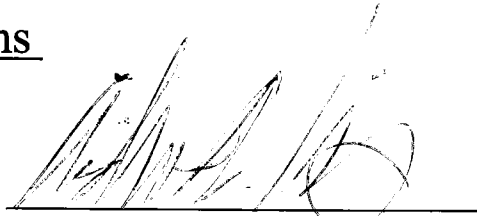
Prepared by

Health & Inspections

Department

Kevin Flanagan

Department Head



City Administrator Approval

AGENDA TITLE: Salvage Dealer's License for Courtney Car Crushing & Scrap, 825 Hayne.

RECOMMENDATION: Approve the Salvage Dealers License for Courtney Car Crushing & Scrap, 825 Hayne

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of Salvage Dealer's in the City. Licenses expire on March 31st of each year; Therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation. Based upon the last inspection conducted on Wednesday February 27, 2019, staff recommends approving the license. Attached is a copy of the application.



[CITY OF]
O T T U M W A

Sales Receipt

Date	Sale No.
2/26/2019	80992

Sold To
Courtney Car Crushing & Scrap Leonard Courtney PO Box 621 Ottumwa, IA 52501

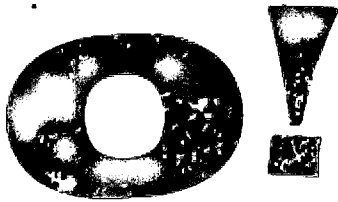
City of Ottumwa
105 E Third St
Ottumwa, IA 52501

Check No.	Payment Method	Project
16875	Check	

Item	Description	Amount
001-000-4165 (Salv)	INV.#1002 - 2019-20 Salvage Dealer License	100.00

	Total	\$100.00
--	--------------	----------

Phone: 641.683.0600
Fax: 641.683.0613
www.cityofottumwa.com



CITY OF
OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

Name of Salvage Dealer: Courtney Car Crushing & Scrap
Address of Salvage Dealer: 825 Hayne St Ottumwa, IA 52501
Telephone Number of Salvage Dealer: 641-880-6100

Business Title: Owner / President

Business Address: 825 Hayne St. Ottumwa, IA 52501

Individual Responsible for Operation of said Business if other than Salvage Dealer:
Name: _____
Address: _____
Telephone Number: _____

Type of material bought and sold or processed:
Cars, Tin, Scrap Metal

Legal description of area to be licensed:
Same as last time, All w/in fence.

Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year:
Steel, Cars, Tin, misc approx 20 tons a day.

Give a detailed description of the process and disposal methods to be used:
Buy and condense metals for shipping.

List the equipment to be used, its design, capacities, and expected loads:
Bailer, loaders, sheers, Fork lifts.

Attach a contingency plan detailing specific procedures to be followed in case of equipment breakdown, maintenance downtime, or fire in equipment or vehicles, including methods to be used to remove or dispose of toxic, hazardous, and general waste.

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 26th day of February, 20 19

* Leonard Courtney
Signature of Applicant

License fee of \$100.00 is to be paid at the time of filing this application. If you are a new applicant filing between October 1 and March 31, the license fee will be \$50.00. License term is April 1 to March 31 of each year.

Date filed: 2/26/19

Date submitted to Council: _____

License No.: _____

Receipt No.: 80992

FINAL PLAT

Courtney's Subdivision

Sub-division of LOT 1 & LOT 2 of Audrey's Sub-division of the 5 1/2 of SEC 24, TP 27N, R13W, D34
 in the City of Ottumwa, Wapello County, Iowa
 Subdivided and Owned Leland Courtney, 833 Maple Street, Ottumwa, Iowa, 52501

I hereby certify that this plat was prepared in accordance with the laws of the State of Iowa and that the same is a true and correct copy of the original on file in the office of the Register of Deeds, Ottumwa, Iowa.

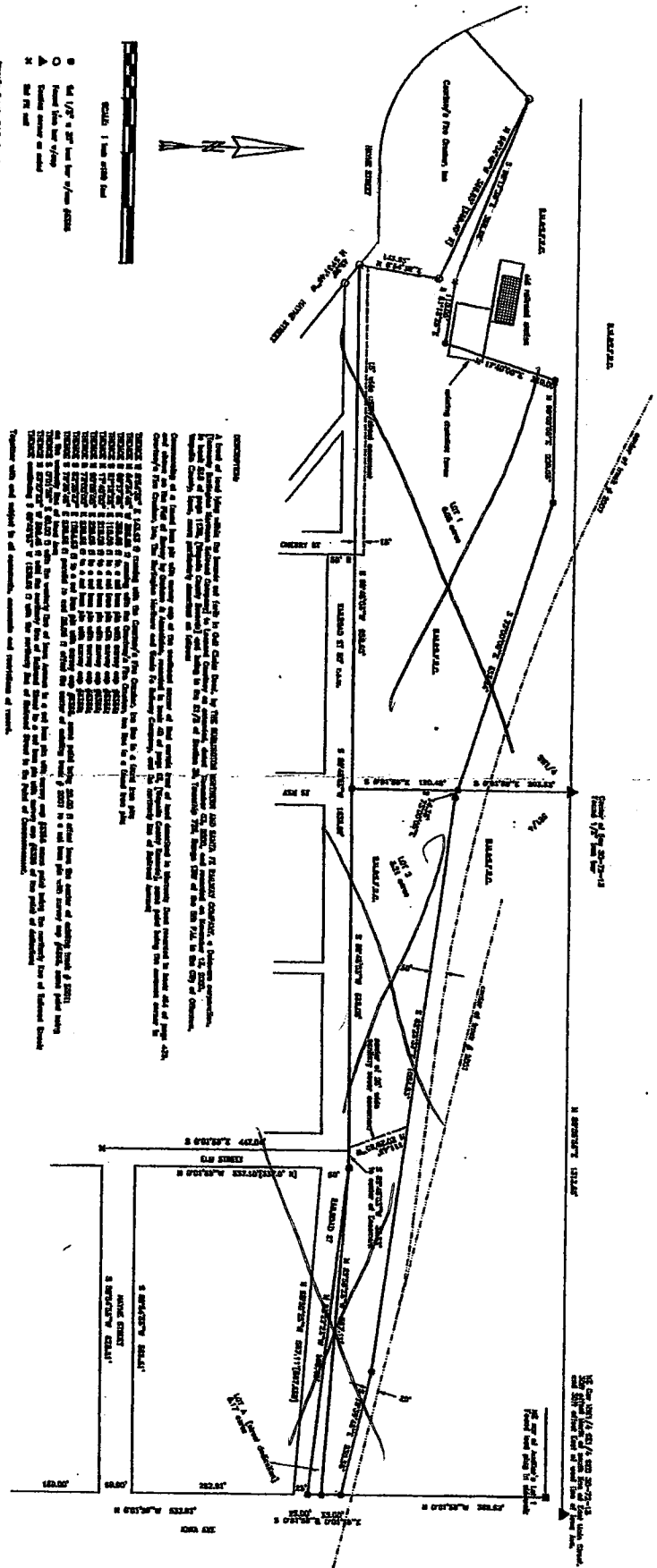
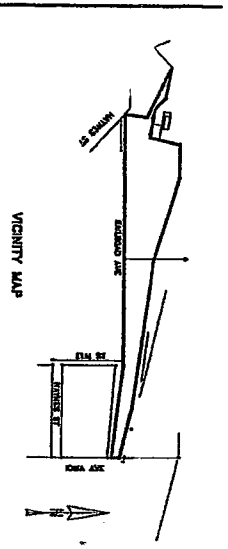
Notary Public, State of Iowa, Commission Expires 12-31-75

Plan & Zoning Commission _____

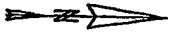
City Engineer _____

City Council _____

Maple County Auditor _____



Maple County GIS Coordinator
 J. S. JONES
 805 Fairview Drive
 Fairfield, Iowa 52556



STATS & PERMITS
 DRAWN BY: J. S. JONES

Hazardous Material
Contingency Plan
For
Courtney Car Crushing & Scrap

Issued:

February 26, 2019

HAZARDOUS MATERIAL EMERGENCY TEAM ORGANIZATION AND RESPONSIBILITIES

ORGANIZATION

The Hazardous Material Emergency Team is composed of individuals selected to provide an efficient and **effective response** to all types of emergency incidents where hazardous materials are involved. The current team members and other emergency contracts are listed in Table 1, along with their phone numbers.

The Hazardous Material Emergency Coordinator is directly responsible for assuming authority to quickly and safely control all emergency situations involving releases of significant quantities of hazardous materials. Very small releases may be handled by the foreman as indicated in the "Spill Response Team Notification" section of the Emergency Action Plan for Courtney Car Crushing & Scrap. (Attachment A)

In the absence of the Hazardous Material Emergency Coordinator, the Secondary Hazardous Material Emergency Coordinator will assume the authority and the responsibilities. Likewise, one of the Alternate Hazardous Material Emergency Coordinators will assume the lead role when both of the above are absent from the facility.

Spill Response Team Members

Scott Baird (Team Leader)	(641)226-9887
Matt Moore	(641)777-1346
Mark Moore	(641)226-1515

RESPONSIBILITIES

The responsibilities of the Emergency Director, Hazardous Material Emergency Coordinator, **Spill Response Team Leader, Yard Supervisor**, and Spill Response Team Members are detailed in the "Personal Assignments and Responsibilities" section of the Emergency Action Plan for CCC&S. (Attachment C)

Additional responsibilities under this Plan are detailed below.

1. Secondary Hazardous Material Emergency Coordinator.

The Division Safety Engineer is the designated Secondary Hazardous Material

Emergency Coordinator.

The responsibilities of the Secondary Hazardous Material Emergency Coordinator are:

- Acting in the capacity of the Hazardous Material Emergency Coordinator in his/her absence;
- Assisting in the development of Hazardous Material Emergency procedures;
- Assisting in spill response cleanup activities, when required.

2. Alternate Hazardous Material Emergency Coordinator

In the absence of both the Hazardous Material Emergency Coordinator and the Secondary Hazardous Material Emergency Coordinator, either of the above shall designate an Alternate Emergency Coordinator to assume their responsibility.

The responsibilities of the Alternate Hazardous Material Emergency Coordinator are identical to those of the Secondary Emergency Coordinator.

HAZARDOUS MATERIAL EMERGENCY ACTIONS

A. SPILL RESPONSE TEAM NOTIFICATION

The procedure of Spill Response Team Notification is covered in the Emergency Action Plan for CCC&S (Attachment A).

B. SPILL RESPONSE TEAM ACTIONS

When the Spill Response Team is activated, the Spill Team Leader should instruct the needed members on duty to report immediately to the Supervisor. Once there, the Hazardous Material Emergency Coordinator or his/her alternate will inform the Team of the situation and appropriate actions that need be taken. Team actions will always be taken with a minimum of two individuals.

C. FIRE EMERGENCY

Fire emergency procedures consist of dialing 911.

D. BUILDING EVACUATION

The Hazardous Material Emergency Coordinator has the authority to initiate building evacuation if necessary.

GOVERNMENT NOTIFICATION

The procedure for notification of the appropriate local, state, or federal authorities is covered in the "Government Notification" section of the Emergency Plan for CCC&S.

HAZARDOUS MATERIAL EMERGENCY EQUIPMENT

SPILL

CONTROL EQUIPMENT/SUPPLIES

Spill control stations are to be maintained in the vicinity of all department areas where hazardous materials are handled. Each Supervisor must ensure that the spill control station maintained and stocked. Restocking supplies can be obtained by contacting the Hazardous Material Emergency Coordinator.

At a minimum, the spill control station should be stocked with the items listed in Table 2.

FIRE FIGHTING EQUIPMENT

Courtney Car Crushing & Scrap is equipped with water hoses at 4 locations. Certain locations have also been wired with smoke detectors equipment. In addition, portable ABC-type dry chemical fire extinguishers are located in areas of easy access throughout the facility.

CONTRACTOR ARRANGEMENT

At this time no specific arrangements have been made with individual spill cleanup contractors; however, the list below indicates area contractors that provide the spill cleanup services that may potentially be required.

Company	Phone
Triage Bio Clean Service	1-888-350-6653

HOSPITAL/MEDICAL ARRANGEMENTS

All emergency care requiring ambulance service should be obtained by contacting E-911. Either the General Manager or the Foreman should make this contact. Emergency care not requiring ambulance service can be obtained at either Ottumwa Regional Health Center, or Dr. of the employees preference.

If the released hazardous material is involved in a fire situation, the Hazardous Material Emergency Coordinator will work with the Emergency Director to best control the combined hazards. The Emergency Director will be the first person available from the list given in the "Command Organization for CCC&S Emergency Action Plan" section of the Emergency Action Plan for CCC&S(Attachment B).

CONTINGENCY PLAN DISTRIBUTION

The following outside agencies have been provided with a copy of the Hazardous Material Contingency Plan for Courtney Car Crushing & Scrap.

Outside Agencies

Fire District
Wapello Department of Emergency Management
Ottumwa Regional Health Center (Hospital)
DNR

**TABLE -1
HAZARDOUS MATERIAL EMERGENCY CONTACTS**

<u>Hazardous Material Emergency Coordinator</u>	Business Phone	Home Phone
Leonard Courtney (Owner)	682-6106	682-6979

Secondary Hazardous Material Emergency Coordinator

Charlie Essary	777-0753	777-0753
----------------	----------	----------

Alternate Hazardous Material Emergency Coordinators

Mark Moore	226-1515
------------	----------

National Response Center

24-hr Hotline	1-800-424-8802
---------------	----------------

Wapello County

Department of Emergency Management	683-0050 ext. 317
Fire Department	911
Ottumwa Wapello Co. Sheriff's Office	911
Ottumwa Regional Health Center	682-7511
Emergency	911

TABLE 2

MINIMUM STOCKING REQUIREMENTS FOR SPILL RESPONSE EQUIPMENT

<u>Spill Control Supplies</u>	<u>Stations</u>	<u>Stockroom</u>	<u>Chem. Storage</u>
-------------------------------	-----------------	------------------	----------------------

Mop bucket with mop/ringer
"Danger Chemical Spill" sign
Spark resistant shovel
Barricade tape, roll
Spill control pillows, 250 ml
Spill control pillows, 1L
Spill control towels
PIG response pack
Sorbal, 50 LB. Bags
Hazardous Waste Disposal Bags
Hazardous Waste Labels
Broom
Dust pan

Protective Equipment

Dual-Purpose Ultralite air mask
Breathing air cylinder with regulator
Full-face respirator w/ nose cup
Saranex coveralls, pair
NBR gloves, pair of M and L
PVC gloves, pair of M and L
PVA or Viton gloves, pair of M and L
Safety goggles

ATTACHMENT A

SPILL RESPONSE TEAM NOTIFICATION

Any supervisor or employee that discovers a spill or leak of one pint or more of a red labeled hazardous material or one quart or more of a yellow or green labeled hazardous material shall immediately assess the type, quantity, and related hazards; as soon as possible notify the Hazardous Material Emergency Coordinators (682-6979). If the Hazardous Material Emergency Coordinator cannot be reached, the Secondary Hazardous Material Emergency Coordinator should be contacted (777-0753). The Secondary then becomes responsible for contacting the proper person of authority.

For spills of less than one pint of red labeled hazardous material or less than one-quart of a yellow or green labeled material, the employee shall notify the Foreman, who shall make an incident-specific judgment on whether the Hazardous Material Emergency Coordinator should be notified for a determination.

The Hazardous Material Emergency Coordinator will evaluate the information provided by the spill notifier and determine whether the Spill Response Team should be notified immediately or whether further investigation is necessary before a decision on Spill Response Team notification can be made. When notifying the Spill Response Team is deemed necessary, the Hazardous Material Emergency Coordinator activates the Team by contacting the Spill Team Leader.

ATTACHMENT B

COMMAND ORGANIZATION FOR CCC&S EMERGENCY ACTION PLAN

The following personal will make up the command organizational structure for all emergencies arising under the scope of this plan. The Emergency Director will be the first person available from the following list. That person will assume control of the emergency situation and will direct activities until relieved by owner.

Foreman	Charlie Essary	(641)777-0753
Metal Buyer	Scott Baird	(641)226-9887
Operator	Mark Moore	(641)226-1515

ATTACHMENT C

PERSONAL ASSIGNMENTS AND RESPONSIBILITIES

During emergency situations, the command organization will be as follows:

A. DIRECTING AUTHORITY

Is a member of the overall command group, responsible to the owner & General Manager of CCC&S for the management and general supervision of this plan during emergency situations. The directing authority will assume general charge of all matters pertaining to policy and organization of the emergency. The duties and responsibilities of the directing authority are:

1. Establish a command post in any suitable location. Request the emergency team to report to the command post and direct their activities.
2. Maintain constant communications **with affected areas** of the facility and take action according to his/her analysis of the situation.
3. Coordinate activities of outside agencies with the emergency control organization during the formers presence in the building.

B. HAZARDOUS MATERIAL EMERGENCY COORDINATOR

The Division Environment Engineer is the designated Hazardous Material Emergency Coordinator for all emergency situations involving hazardous materials. The Hazardous Material Emergency Coordinator has the authority to commit the resources needed to coordinate and carry out all emergency response measures. The Hazardous Material Emergency Coordinator must at all times during facility operation either be in the facility, on call, or designate secondary or alternate emergency coordinators to assume responsibility.

The responsibilities of the Hazardous Material Emergency Coordinator are:

1. Coordinating all mitigative actions taken at hazardous material incidents.
2. Notifying the Department of Natural Resources and the National Response Center if the facility has had a release, fire, or explosion that could threaten human health or the environment outside the facility.
3. Developing and ensuring adherence to hazardous material emergency procedures.
4. Training or ensuring the training of the Spill Response Team.
5. Maintaining a current Hazardous Material Contingency Plan.
6. Providing for treating, storing, or disposal of any waste or contaminated materials.

7. Contacting and arranging for a spill cleanup contractor, if required.
8. Monitoring for leaks, pressure build up, of airborne releases wherever appropriate.
9. Designating an Alternate Hazardous Material Emergency Coordinator to assume responsibilities, if needed.
10. Assisting local government officials in determining whether any evacuation of the public may be necessary.
11. Ensuring that all emergency equipment is cleaned and fit for its intended use before operations are resumed.
12. Keeping a written record of any incident that requires implementing the Contingency Plan and submitting a written report to the Department of Natural Resources.

C. EMERGENCY ACTION TEAM

Is a management group which will function in all emergency disaster situations. The team will include all personnel.

FIRST AID UNIT

Consists of two employees permanent ly assigned to their duties. The duties and responsibilities of the First Aid Unit are:

1. Report to the first aid station, unless a fire in that area necessitates a change of location.
2. Render any necessary assistance in first aid treatment.
3. Arrange through the communications unit for removal of injured personnel to outside medical facilities.

COMMUNICATIONS UNIT

Consists of the switchboard operator. The basic communications equipment of the facility will be the telephone. The duties and responsibilities of the Communications Unit are:

1. Maintain essential telephone, or messenger service within the building for as long as equipment remains in working condition, or until directed to evacuate communication personnel to an area of safety.
2. Provide for the screening of all outside telephone calls and the elimination of any nonessential calls.
3. Establish and maintain communications liaison among the fire marshal, and emergency units when so instructed.

4. Personally ensure the evacuation for communication personnel in accordance with instructions.

G. INVESTIGATION UNIT

Consists of the owner and general manager. The duties and responsibilities of the Investigation Unit are:

1. Record pertinent factual conditions at the time of, or immediately after, the emergency.
2. In the case of a fire or explosion, interview as promptly as possible all available witnesses and others as necessary to establish a complete factual report.
3. Establish prompt and positive identification of injured persons or casualties.
4. Assist or coordinate the activities of other inquiry boards or special investigations.

GUARD UNIT

1. SPILL RESPONSE TEAM LEADER

The Spill Response Team Leader is under the direction of the Hazardous Material Emergency Coordinator or his/her designee.

The responsibilities of the Spill Response Team Leader are:

1. Organizing the Spill Response Team Members and equipment to respond to spill incidents in a effective manner.
2. Ensuring that an adequate stock of protective equipment and clothing, spill control equipment and supplies are available for foreseeable emergencies.

SPILL RESPONSE TEAM

The Spill Response Team Members are under the direct supervision of the Spill Response Team Leader.

The responsibilities of the Spill Response Team Members are:

1. Responding to chemical spills under the direction of the Team Leader or Hazardous Material Emergency Coordinator.
2. Maintaining all spill response equipment in operating order.
3. Attending all required training sessions.

ATTACHMENT D

GOVERNMENT NOTIFICATION

If evacuation of the local public areas may be advisable, the Ottumwa Fire Department (911).

If a Reportable Quantity of a hazardous material is released or if the amount released is uncertain, the National Response Center must be notified. The information that must be provided includes: name and quantity of materials involved; the extent known; the extent of injuries, if any; and the possible hazards to human health or the environment.

Within 15 days of any incident that required implementation of the contingency plan, a written report on the incident must be submitted to the DNR. The report must include:

1. Name and address of the facility and telephone number of the facility contact.
2. Date, time, and type of incident.
3. Name and quantity of material involved.
4. The extent of injuries, if any.
5. An assessment of actual or potential hazards to human health or the environment, where applicable.
6. Estimated quantity and disposition of recovered material that resulted from the incident.
7. Cause of the incident.
8. Description of corrective action taken to prevent reoccurrence of the incident.

If a release, fire, or explosion of a hazardous material occurs which could threaten public health or the environment outside the facility, the Hazardous Material Emergency Coordinator must immediately notify the appropriate local, state, or federal authorities.



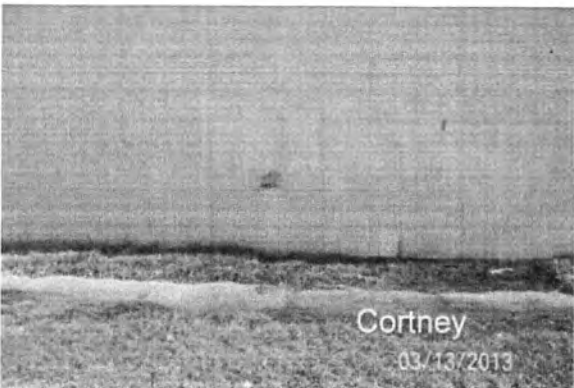
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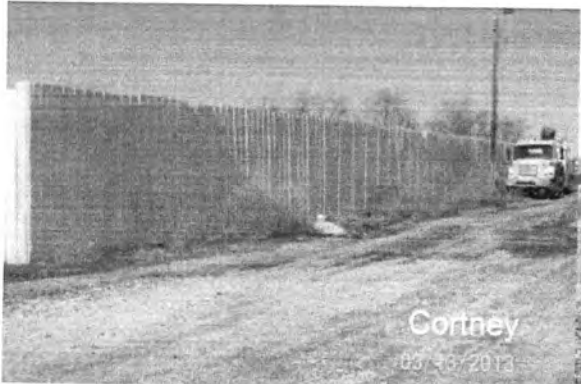
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03/13/2013



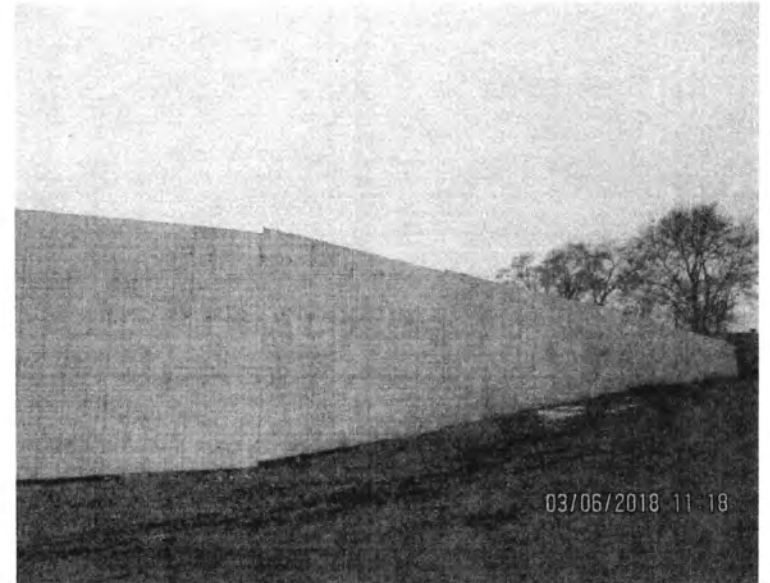
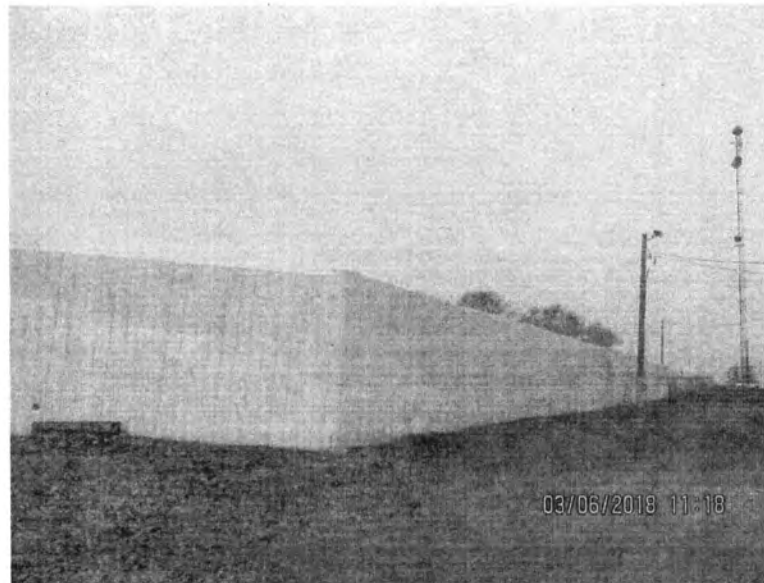
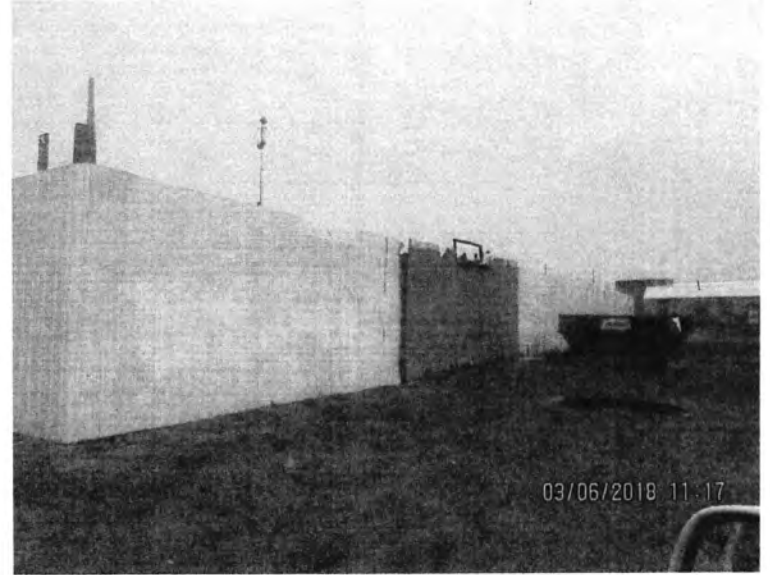
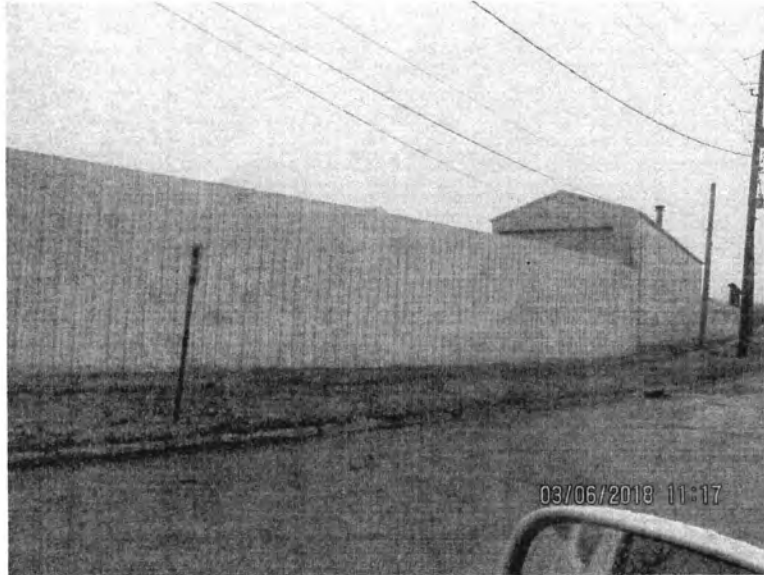
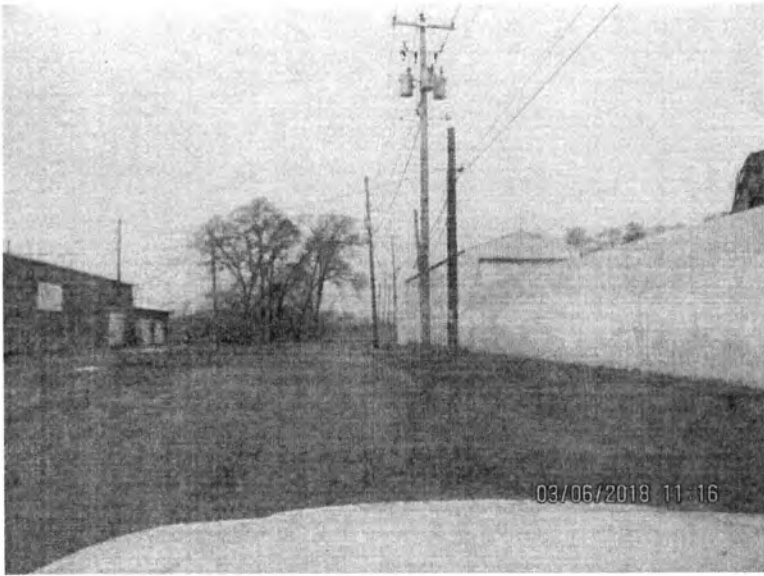
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03/13/2013



Cortney
03/13/2013





FILE

CITY OF OTTUMWA

2019 FEB 19 AM 8:16 STAFF SUMMARY

City of Ottumwa

Council Meeting of: March 5, 2019

ITEM NO. _____

Joni Keith

Prepared By

Andy Morris

Department Head

Joni Keith
Andy Morris

Administration
Department

AGENDA TITLE: Resolution #40-2019 authorizing payment for renewal of the City Liability and Property Insurance for March 16, 2019 until March 15, 2020 in the amount of \$405,215.52.

PURPOSE: To pay the renewal of the general liability, auto liability, auto physical damage, public official's liability, police professional liability, municipal property, boiler, and computer insurance in the amount of \$405,215.520.

RECOMMENDATION: Pass and Adopt Resolution #40-2019.

DISCUSSION: Iowa Communities Assurance Pool (ICAP) is the City's liability carrier. The City of Ottumwa has been a member of ICAP for as long as ICAP has been in existence. The net premium for the City's liability and property insurance is the gross sum of \$455,689.00 minus the member credit of \$50,473.48 for a total premium due of \$405,215.52. This is approximately a 1.5% increase from the premium for 2018. Attached is a list covering the last 23 years of contributions and credits from ICAP. Total credits received for the 23-year period equals \$1,086,663.81. The property value assessments from the Northwest Valuations appraisal report last year increased city property values by more than \$42 Million Dollars. This increase is not reflected in premium increases this year. However, the anticipated premium increase is projected at around \$30,000 for next year if the City continues with replacement value instead of cash value on all of its buildings. Staff will be reviewing those valuations and making a recommendation for each building prior to next year.

NOEL Insurance, Inc.

P.O. Box 370

OTTUMWA, IOWA 52501

Phone (641) 682-7533

Fax (641) 682-6458

City of Ottumwa - ICAP History

<u>Year</u>	<u>Gross Contribution</u>	<u>Member Credit</u>	<u>CRF</u>	<u>Rate Guarantee Savings</u>
2019	\$ 455,689.00	\$ 50,473.48		
2018	\$ 454,478.43	\$ 54,856.93		
2017	\$ 458,366.29	\$ 57,079.04		
2016	\$ 498,990.45	\$ 48,714.17		
2015	\$ 450,463.31	\$ 51,945.92		
2014	\$ 443,751.29	\$ 43,217.35		
2013	\$ 438,967.00	\$ 26,362.23	\$ 34,207.39	
2012	\$ 425,717.00	\$ 23,199.75	\$ 39,810.70	
2011	\$ 426,308.00	\$ 26,276.43		
2010	\$ 412,963.00	\$ 32,807.76		
2009	\$ 417,807.00	\$ 29,587.10	\$ 16,712.76	
2008	\$ 403,642.00	\$ 20,519.83	\$ 16,712.76	
2007	\$ 404,250.00	\$ 21,863.54	\$ 16,712.76	
2006	\$ 368,605.00	\$ 30,119.62		
2005	\$ 338,922.00	\$ 41,536.27		
2004	\$ 348,805.00	\$ 24,664.44		
2003	\$ 324,955.00	\$ 16,753.41		\$ 3,265.00
2002	\$ 307,996.00	\$ 34,958.22		\$ 17,400.00
2001	\$ 288,802.00	\$ 55,829.54		\$ 18,327.00
2000	\$ 277,766.00	\$ 45,638.48		\$ 12,092.00
1999	\$ 277,315.00	\$ 45,676.45		
1998	\$ 277,652.00	\$ 50,174.00		
1997	\$ 265,775.00	<u>\$ 28,696.00</u>		
TOTAL		\$ 860,949.96	\$ 174,629.85	\$ 51,084.00

The total credits awarded to City of Ottumwa since 1997 total \$1,086,663.81 !!

RESOLUTION NO. 40-2019
A RESOLUTION AUTHORIZING PAYMENT FOR RENEWAL OF
THE CITY LIABILITY AND PROPERTY INSURANCE FOR
MARCH 16, 2019 UNTIL MARCH 15, 2020 IN THE AMOUNT OF \$405,215.52.

WHEREAS, the City of Ottumwa is required to purchase insurance for liability and property coverage; and

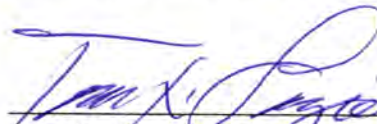
WHEREAS, the City of Ottumwa is a member of the Iowa Communities Assurance Pool, a provider of municipal insurance; and

WHEREAS, the premium for March 16, 2019 until March 15, 2020 is the sum of \$405,215.52.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: to authorize payment to the Iowa Communities Assurance Pool in the amount of \$405,215.52.


PASSED AND APPROVED this 5th day of March, 2019.

CITY OF OTTUMWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

(SEAL)



FILE

CITY OF OTTUMWA

2019 FEB 28 AM 8:28 Staff Summary

CITY OF OTTUMWA *** ACTION ITEM ***

Council Meeting of: March 5, 2019

Alicia Bankson

Prepared By

Larry Deals

Department Head

Engineering

Department

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #44-2019. Approving the contract, bond, and certificate of insurance for WPCF – Primary Clarifier Valve Replacement 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 #44-2019.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with Winger Contracting of Ottumwa, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the February 19, 2019 City Council Meeting in the amount of \$87,078.00.

Bid Amount: Base Bid: \$55,342.00
Base Bid plus Valve Vault.: \$87,078.00

Engineer's Opinion of Cost: \$76,000.00 – Base Bid
\$117,000.00 – Base Bid plus Valve Vault.

10/2/18 Design Contract-HDR: \$19,957.00

RESOLUTION #44-2019

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE WPCF – PRIMARY CLARIFIER VALVE REPLACEMENT PROJECT

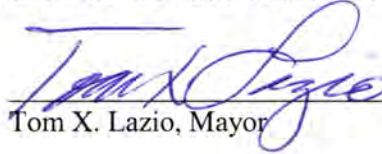
WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Winger Contracting of Ottumwa, Iowa in the amount of \$87,078.00.00 based on total unit price and estimated quantities; and,

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and the contract executed.

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

APPROVED, PASSED, AND ADOPTED, this 5th day of March, 2019.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk





PLUMBING **SHEETMETAL** **PROCESS PIPING** **SERVICE AND MAINTENANCE**
FIRE SPRINKLER SYSTEMS **ELECTRICAL** **MILLWRIGHT** **DATA TECNOLOGY**

To: City of Ottumwa, IA
105 E. 3rd. Street
Ottumwa, IA 52501

Project: WPCF Primary Clarifier
Drain Valve Replacement

WE ARE **ENCLOSING** **SENDING UNDER SEPARATE COVER**
 RETURNING **VIA** **MAIL** **EXPRESS** **Hand Delivery**

COPIES	DRAWING/SUBMITTAL NO	DESCRIPTION
3		Signed Agreement
1		Performance Bond
1		Payment Bond
1		Certificate of Liability Insurance

FOR APPROVAL/SIGNATURE **APPROVED** **NO EXCEPTIONS TAKEN** **REVIEWED**
 PLEASE RETURN **COPIES** **REVISE AND RESUBMIT** **AS REQUESTED**

REMARKS:

WINGER CONTRACTING COMPANY
BY: Angie Mathews



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2019

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).

PRODUCER Artex Risk Solutions, Inc. 2850 Golf Road, 5th floor Rolling Meadows IL 60008	CONTACT NAME: Sheryl Haas	
	PHONE (A/C, No, Ext): 630-285-4187	FAX (A/C, No):
E-MAIL ADDRESS: sheryl_haas@artexrisk.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Old Republic Insurance Company		24147
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		


COVERAGES	CERTIFICATE NUMBER: 2124254535	REVISION NUMBER:
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	MWZY30719518	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MWTB30719618	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. Ded: \$250 \$ Coll. Ded: \$500
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP10N5791918NF	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> 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	N/A	MWC3071940018	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Engineer's Project No.: 10139151 | Project: WPCF Primary Clarifier Drain Valve.

City of Ottumwa, IA and HDR Engineering, Inc. are included as additional insureds on the General Liability and Auto Liability policies where required by written contract. Waiver of Subrogation applies to General Liability, Auto Liability, and Workers Compensation policies pursuant to and subject to the policies terms, definitions, conditions and exclusions where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Ottumwa, IA 105 E. Third St. Ottumwa IA 52501	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 

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POLICY NUMBER: MWTB30719618

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s): All persons or organizations where required by written contract.

WHO IS AN INSURED (SECTION II) is amended to include the person(s) or organization(s) shown in the above Schedule, but only with respect to "accidents" arising out of work being performed for such person(s) or organization(s).

As respects any person(s) or organization(s) shown in the above Schedule with whom you have agreed in a written contract to provide primary insurance coverage, this coverage will be primary and any insurance maintained by such person(s) or organization(s) will apply on an excess basis.

POLICY NUMBER: MWTB30719618

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Under SECTION IV, Paragraph A. 5. Is replaced by the following:

We waive our right of recovery against any person or organization to the extent required by a written contract, executed prior to any "accident". The accident must arise from operations contemplated in said contract and this waiver is only applicable to the person or organization designated in said contract.

POLICY NUMBER: MWZY30719518

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All persons or organizations as required by written contract or agreement	The locations as specified in written contracts or agreements

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations as required by written contract or agreement	The locations as specified in the written contracts or agreements

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All persons or organizations as required by written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations where required by written contract or agreement

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 04/01/2018 Policy No: MWC3071940018

Endorsement No.

Insured: **Winger Contracting Company**

Premium \$

Company: OLD REPUBLIC INS CO

Countersigned By

WC 00 03 13
(Ed. 4-84)



**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



Issued and Published Jointly by



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www.acec.org

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Ottumwa, IA (“Owner”) and
Winger Contracting Company (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: ***WPCF Primary Clarifier Drain Valve Replacement***. The Project consists of removing and replacing three buried gate valves used to isolate the sludge and drain lines for the existing primary clarifiers at the Water Pollution Control Facility (WPCF). Replacement of valves includes construction of a concrete valve vault to house the new valves as included as Alternate A. Replacement of the valve pedestal operator stands, concrete sidewalk removal and replacement associated with replacement of the valves is also included in the project along with replacement of stairs and hand railing at the area of the valve replacement work.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: WPCF Primary Clarifier Drain Valve Replacement

ARTICLE 3 – ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by HDR Engineering, Inc.
- 3.02 The Owner has retained HDR Engineering, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially completed on or before June 15, 2019, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before July 15, 2019.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$200 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$200 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, and totaling \$87,078.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95% percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary

Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 4 inclusive).
 - 3. Payment bond (pages 1 to 4 inclusive).
 - 4. General Conditions (pages 1 to 65, inclusive).
 - 5. Supplementary Conditions (pages 1 to { 10 }, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of a cover sheet and Sheets 00G001 through 01D303 with each sheet bearing the following general title: **City of Ottumwa, IA Water Pollution Control Facility (WPCF) Primary Clarifier Drain Valve Replacement.**
 - 8. Addenda (numbers 1 to 1, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7, inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on February 21, 2019 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Ottumwa

Winger Contracting Company

By: Tom X. Sigio

By: David Swales

Title: Mayor

Title: Commercial Manager

Attest: Christie Richard

Attest: Anaie Mathews

Title: City Clerk

Title: Plumbing Manager

Address for giving notices:

Address for giving notices:

105 E. Third Street

918 Hayne Street

Ottumwa, IA 52501

Ottumwa, IA 52501

License No.: 50070-CL

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

BID RECIPIENT

1.01 This Bid is submitted to:

City of Ottumwa, Iowa

City Hall

105 E. Third St.

Ottumwa, IA 52501

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of OWNER’s Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>2-8-19</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent

to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Lump Sum Base Bid

Lump Sum Bid Price (Mobilization/Demobilization, Bonds, Permits, and Insurance)	\$ 2500.00
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And

Lump Sum Bid Price for Base Bid (Replace Three (3) Buried Primary Clarifier Sludge Draw-Off/Drain Valves)	\$ 47,688.00
---	--------------

And

Lump Sum Bid Price for Replacement of Stairs and Handrailing at the East Dock of the Shop Building	\$ 5,154.00
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Total Base Bid (Total of All Lump Sums Items Above)	\$ 55,342.00
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B. Alternate Bid

Bidding Contractors are notified that Alternative A will be considered as identified below. It is mandatory that the Alternate Bid be completed. If any bidder does not complete Alternate A, then their lump sum base bid will not be considered. It is understood that the Owner retains the right to include or not include Alternate A. **The basis of award is either the Total Base Bid or the Total Base Bid plus Alternate A, whichever is in the best interest of the Owner and at its sole discretion.**

Alternate A – Precast Concrete Valve Vault with Replacement of Primary Clarifier Sludge Draw-Off/Drain Valves.	\$ 31,736.00
--	--------------

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: 50070-CL or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - G. Required Bidder Qualification Statement with supporting data; and
- 7.03 Other Requirements

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *Indicate correct name of bidding entity*

Winger Contracting Company

By:

Signature

Thomas W. Keck

Printed name

Thomas W. Keck

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Signature

Debra Shaw

Printed name

Debra Shaw

Title:

Office Manager

Submittal Date:

2-13-19

Address for giving notices:

918 Hayne Street Ottumwa, IA 52501

Telephone Number: (641) 682-3407

Fax Number: (641) 682-2421

Contact Name and e-mail address: Angie Mathews angie@wingermechanical.com

Bidder's License No.:

(where applicable)



Ottumwa, IA WPCF Primary Clarifier Drain Valve Replacement

Proposed Subcontractors: Archer Skid Loader Service
United Rentals
Turner Concrete
Southern Iowa Crane

Proposed Suppliers: Schimberg
City Supply
County Materials

Project References: City Of Ottumwa, Water Pollution Control Facility
City Of Ottumwa, Schools
Community 1st Credit Union Headquarters
City Of Fairfield, Waste Water
Red Rock Hydroelectric Plant

Authorized to do business in the State of Iowa under license number 50070-CL.

Founded in 1942 Winger has grown to be a leader in mechanical and electrical construction in Southeast Iowa.

Plumbing: Winger Companies install HVAC piping systems and equipment from boilers to the latest temperature flow control valves. We also are certified to provide specialty services such as medical piping.

Piping: Winger Companies' expertise is in industrial, process, power and water piping, as well as plumbing for industrial, commercial and residential facilities.

Data Technology: Winger Companies data team can offer expertise in building automation, business telephone systems, paging and audio, access control, gate arms, card readers, closed-circuit television, security and fire alarms, copper and fiber optic cable installation, voice and data cabling and certification, power and grounding for AC, DC and UPS systems.

Electrical: Winger Companies provides a wide range of commercial and industrial electrical services from light commercial to heavy industrial. Our electricians can provide custom designs, expert installation and 24-hour service repair for commercial, industrial and residential living.

Fire Sprinkler: We offer full-service industrial fire protection, residential fire sprinklers, and commercial sprinkler systems. We specialize in inspections, testing, and maintenance of sprinkler systems, as well as retrofitting services to incorporate today's fire sprinkler system technology into existing structures.

Millwright: Winger Companies utilizes precision laser alignment technology, so we are able to provide our customers with quality installation, steel fabrication, and structural design.

Service: Winger Companies provide quality service for boilers, chillers, air conditioners, rooftop units and refrigeration systems. Our personnel are highly trained in a variety of service areas, including maintenance, retrofit, and installation of new equipment.

Sheet Metal: Winger Companies strength lies in shop fabrication and field erection of stainless, galvanized and carbon steel ducting systems.

Safety vision statement

Winger Companies' Safety Vision is to provide a safe and healthy place of employment for our employees. The following safety values are integral components to our overall core business beliefs.

- The health and safety of our employees is valued as priority one in every job that we perform.
- The prevention of accidents is our ultimate goal at all times.
- Safety is an attitude and a culture that each and every employee MUST take personal responsibility for.
- Each of us has an obligation to ourselves, our families, our fellow employees, and our customers, to work safely.
- Safety is leading by example.
- Zero injuries are possible.

As a member of our organization, safety consciousness MUST always exist in your thinking and planning. After an accident occurs, it is too late to prevent it.

At Winger Companies, each and every employee is an extremely valuable resource to us. We foster a safe, caring work environment. Our sincere desire for all of our employees go home to their loved ones and friends, unharmed from the work day's activities. In order to achieve this, all employees must have the safety training, PPE, tools, and materials they need to be successful.

All of our union trades have a comprehensive apprenticeship program that teaches the skills needed to do their job safely and professionally. All of our field employees have OSHA 10-Hour Construction Safety Training. All of our Supervisors and Foreman are expected to complete the OSHA 30-Hour Construction Safety Training. Safety personnel have completed the OSHA 500/502 Construction Outreach Training and/or the OSHA 30-Hour Construction Safety Training.

Training does not stop in the classroom. Training is carried throughout every day, teaching our apprentices and helps the safest way to perform their sometimes very dangerous job tasks.

Winger has reached several safety milestones in the past year, never before achieved. Our employees have worked very hard to achieve this significant breakthrough in our company history. They have proven that safety "is" important to them.

Winger Contracting Company
918 Hayne Street
P.O. Box 637
Ottumwa, IA — 52501
Phone (641) 682-3407
Fax (641) 682-2421

CONTRACTOR (name and address):
Winger Contracting Company
918 Hayne Street
Ottumwa, IA 52501

SURETY (name and address of principal place of business):
Merchants Bonding Company
PO Box 14498
6700 Westown Parkway
West Des Moines, Iowa 50266

OWNER (name and address):
City of Ottumwa, Iowa
105 E. 3rd Street
Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Effective Date of the Agreement: February 21, 2019

Amount: \$87,078.00

Description (name and location): WPCF Primary Clarifier Drain Valve Replacement - Ottumwa, IA

BOND

Bond Number: IAC 97015

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): February 22, 2019

Amount: \$87,078.00

Modifications to this Bond Form: None See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Winger Contracting Company (seal)

Contractor's Name and Corporate Seal

By: Thomas W. Keck
Signature

Thomas W. Keck

Print Name

President

Title

Attest:

Signature

Title

SURETY

Merchants Bonding Company (seal)

Surety's Name and Corporate Seal

By: Brian L. McWilliams
Signature (attach power of attorney)

Brian L. McWilliams Attorney-In-Fact

Print Name

Title

Attest:

Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a

qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper

payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brian L McWilliams; Denise A Hinton; Stephen P Banyas

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

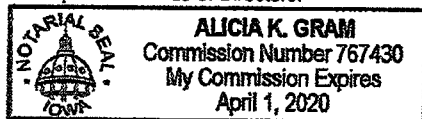


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22 day of February, 2019



William Warner Jr.
Secretary

PAYMENT BOND

IAC 97015

CONTRACTOR (name and address):

Winger Contracting Company
918 Hayne Street
Ottumwa, IA 52501

SURETY (name and address of principal place of business):

Merchants Bonding Company
PO Box 14498
6700 Westown Parkway
West Des Moines, Iowa 50266

OWNER (name and address):

City of Ottumwa, Iowa
105 E. 3rd Street
Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Effective Date of the Agreement: February 21, 2019

Amount: \$87,078.00

Description (name and location): WPCF Primary Clarifier Drain Valve Replacement - Ottumwa, IA

BOND

Bond Number: IAC 97015

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): February, 22, 2019

Amount: \$87,078.00

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Winger Contracting Company (seal)

Contractor's Name and Corporate Seal

By: Thomas W. Keck
Signature

Thomas W. Keck

Print Name

President

Title

Attest: _____
Signature

Title

SURETY

Merchants Bonding Company (seal)

Surety's Name and Corporate Seal

By: Brian L. McWilliams
Signature (attach power of attorney)
Brian L. McWilliams Attorney-In-Fact

Print Name

Title

Attest: _____
Signature

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in

the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brian L McWilliams; Denise A Hinton; Stephen P Banyas

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Authority is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

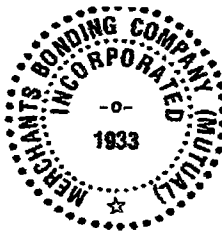
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

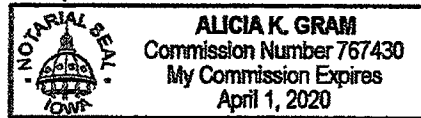


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 22 day of February, 2019



William Warner Jr.
Secretary

Greater Ottumwa Convention and Visitors Bureau
MARCH 2019 UPDATE



o! GREATER
OTTUMWA

IOWA

TOURISM CONFERENCE

FEB. 6-8 (DES MOINES) 2

**TRAVEL &
ADVENTURE
SHOW®**



travel
federation
of **IOWA**





Digital Marketing Campaign

1. E-Mail Blasts – Sales Promotion and Event Support
2. Facebook Events Promotion/Influencer Posts
3. Ottumwa Stories Blog – Iowa Tourism Partnership

28 Reasons We Love Ottumwa Instagram Campaign



#OttumwaLoveNotes



The Greater Ottumwa Convention & Visitors Bureau has posted a Love Note photo on Instagram every day during the month of February. Ottumwans past and present have been asked to post their Love Notes as well, creating a digital photo album of all the things in Ottumwa we're absolutely in love with. Under the hashtag #OttumwaLoveNotes, you will now find the beginning of a digital photo collection that can be shared on social media, used in future CVB publications and presented to visitors, new businesses and incoming residents.

Group Sales Initiatives

1. Babe Ruth 2021
2. E-mail blasts, Meeting Planners/Associations/Clubs and Function Groups... Fill the pipeline





Regional Marketing Initiative

1. Shared Website Information – Itineraries – Compete!
2. Branded Trail



GATEWAY SIGNAGE INITIATIVE

- Gateway Signs
- Wayfinding Signs



FESTIVAL/EVENT ECONOMIC IMPACT MODEL

- Expenditures per non-local visitors in the community
- Hotel occupancy and hotel tax revenue
- Attendance – local vs. non-local breakdown
- Spending habits (per category, group and geographic region)
- Length of stay
- Accommodation preference
- Non-local in-state vs. out of state attendees.



Destination Advocacy Training

North Subway

Riverside Cyclery

Expect Chiropractic

Ottumwa Regional Health
Center

Iowa Works

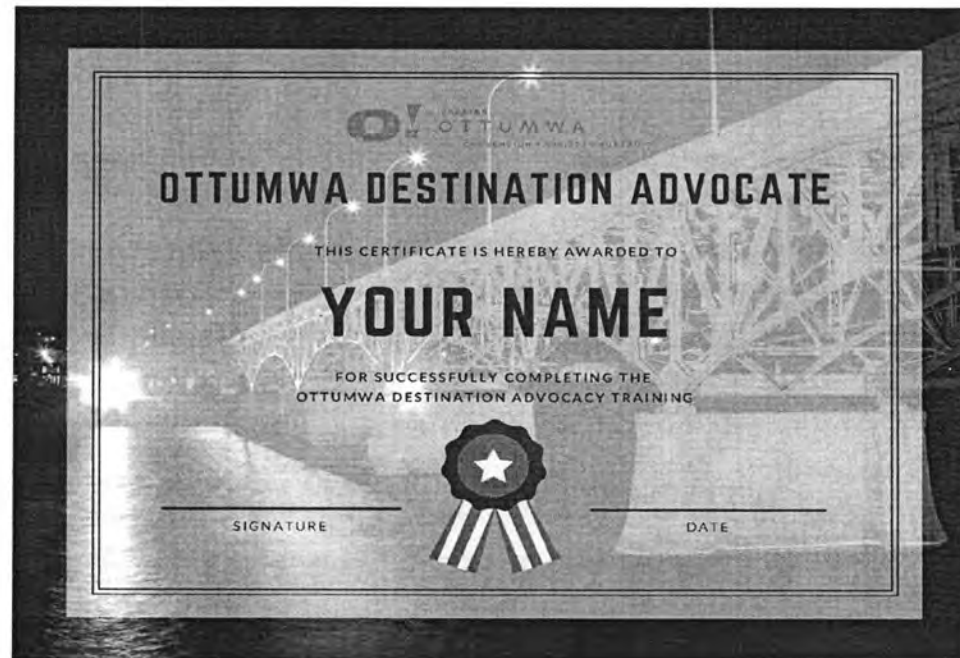
City of Ottumwa

US Bank

Ottumwa Radio

Chamber of Commerce

Bridge City Reality



Martha's Nook &
Cranny

Remax Pride

Bridge View Center

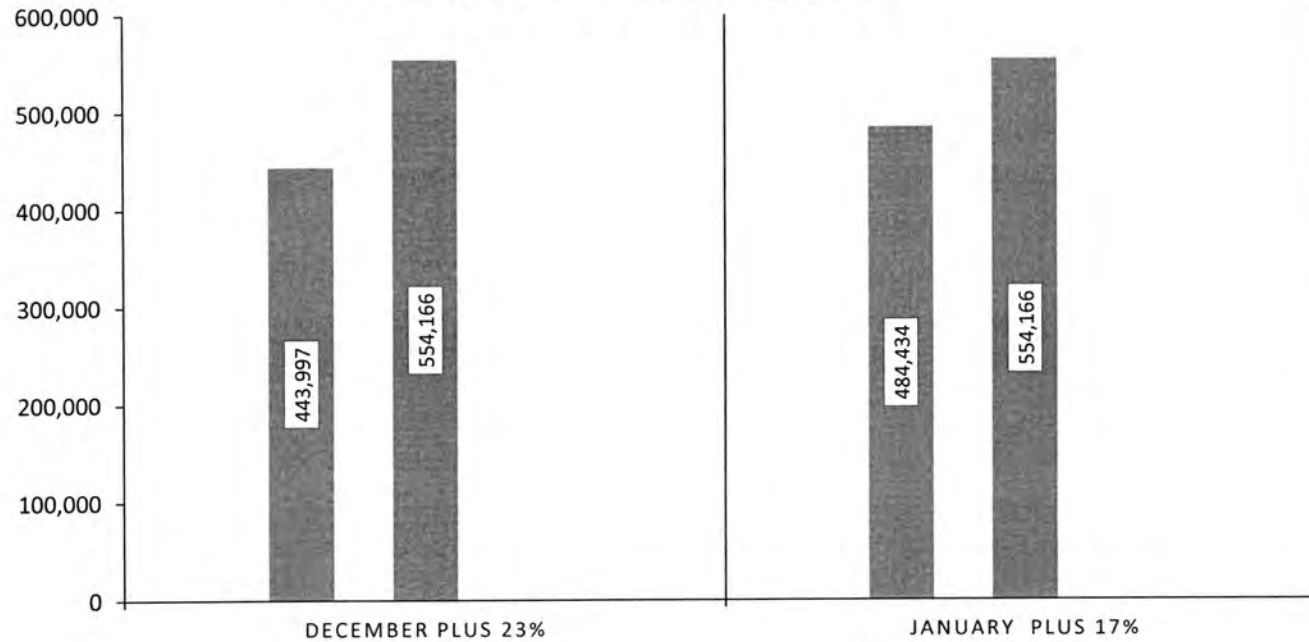
Indian Hills Community
College

Hotel Ottumwa

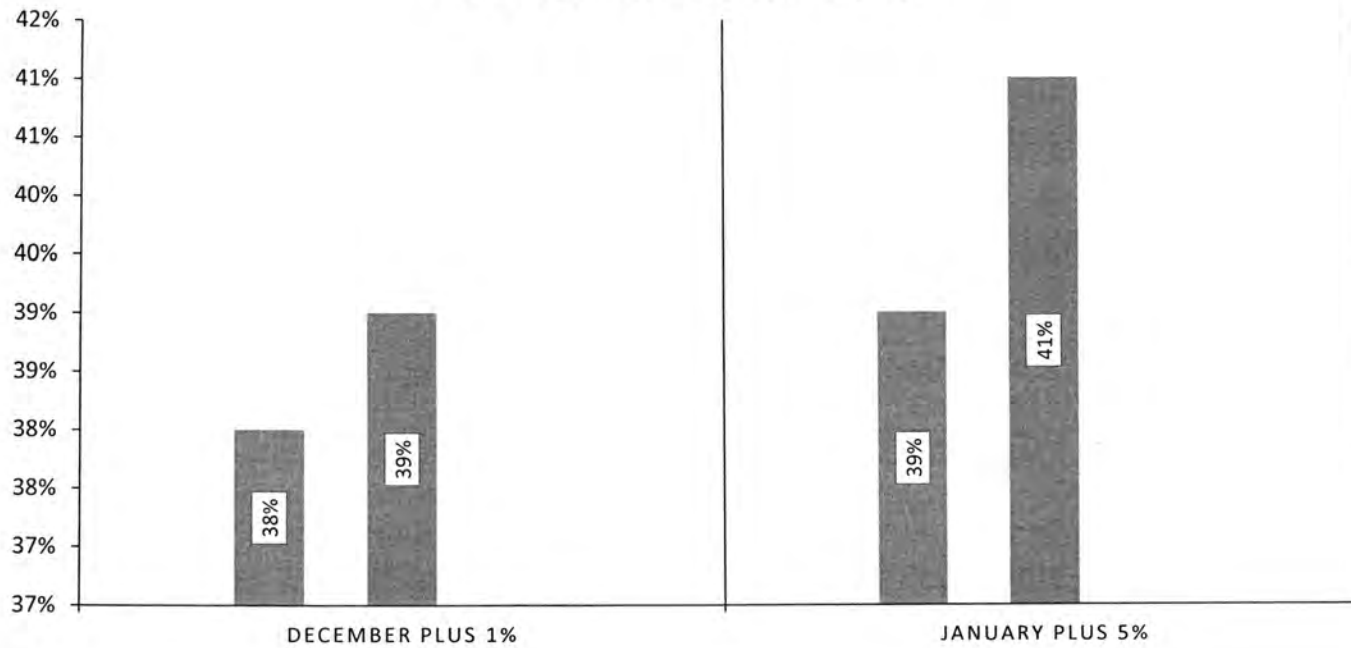
TENCO

Main St. Ottumwa

COMPARATIVE REVENUE DECEMBER 2017-2018 JANUARY 2018 -2019



COMPARATIVE OCCUPANCY DECEMBER 2017-2018 JANUARY 2018-2019



FILED
CITY OF OTTUMWA
2019 FEB 28 AM 8:27
Staff Summary
CITY
C**ACTION ITEM**

Council Meeting of: March 5, 2019

Parks Department
Department

Alicia Bankson
Prepared By
Gene Rathje
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Bid report to reject bid received on Beach Phase 4, Contract A, Slide Restoration Project 2019.

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 bid received for Beach Phase 4, Contract A – Repainting Outdoor Stair Tower and Slide Supports.

DISCUSSION: The work prescribed for Contract A entails the appropriate preparation and repainting of all the structural support steel for the fiberglass slides and the slide tower. Five (5) sets of plans were either sent out or downloaded from the City website, and one (1) bid was received in the amount of \$129,000.00. The bid was significantly higher than the engineer's opinion of cost of \$35,000.00. Staff is recommending rejection of the lone bid and rebidding the project with a revised start date of September 1, 2019.

Plan holders list and bid tab attached.

**Beach Ottumwa Phase 4 – Slide & Feature Maintenance/Restoration Project
Bid Tabulation**

February 13, 2019 2:00 PM

Company Name	10% Bid Bond	Add. #1	Contract A	Contract B	Add Alternate Bid	Deduct for Both Contract Award
A1A Sandblasting	X	X	\$129,000.00	\$66,500.00	0	\$15,000
Safe Slide	X	X	No Bid	\$125,900.00	\$8,400	N/A
Engineer's Opinion of Cost			\$35,000	\$120,000		

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE PROPOSALS RECEIVED FEBRUARY 13, 2019 AT 2:00 PM. Dwight L. Dohlman, P.E.

FILE
CITY OF OTTUMWA
2019 FEB 23 PM 8:27
Staff Summary
CIT
** ACTION ITEM **

Council Meeting of: March 5, 2019

Alicia Bankson
Prepared By

Larry Seals
Department Head

Engineering
Department

[Signature]
City Administrator Approval

AGENDA TITLE: Award the Contract for the 2019 RFP #1 Blake's Branch Box Sewer Cleaning and authorizing the Mayor to sign the Contract.

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

RECOMMENDATION: Award the Contract to DC Concrete and Construction in the amount of \$16,700.00 and authorized the Mayor to sign the Contract.

DISCUSSION: The City of Ottumwa has found a blockage (dam) in the Blake's Branch Box Sewer. This contract is for the removal of that blockage and disposal of the material. Removal of the blockage will require the use of equipment. An access into the sewer is located off of Mill Street, approximately 650 feet down-stream from the blockage. The access into the sewer is approximately 7 1/2' x 9 1/2' in size.

Bids were received and opened by the City of Ottumwa on February 20, 2019 at 2:00 p.m. Three (3) sets of plans were distributed and three (3) bids were received. The low bidder is DC Concrete and Construction of Douds, Iowa in the amount of \$16,700.00.

Bid Tab and Plan Holders List are attached.

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 20 day February, 2019 by and between the CITY OF OTTUMWA, IA herein after called the "OWNER" and DC Concrete & Construction, LLC of Dows, Iowa herein after called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL FOR THE **BLAKES BRANCH BOX SEWER CLEANING** as stated in the attached **RFP #1. RFP #1** and the signed proposal are included as part of this contract.

In the following location to wit; **Within the Blakes Branch Sewer, beneath the railroad tracks.**

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

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

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

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

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

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

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or

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

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

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

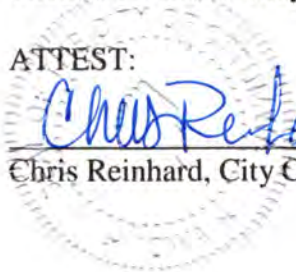
IN WITNESS WHEREOF, this Contract has been executed in duplicate on the date first herein written.

CITY OF OTTUMWA

Thomas X. Lazio
Thomas X. Lazio, Mayor

ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk



CONTRACTOR

DC Concrete & Construction, LLC
Company Name

Bridget Coffman
Representative Signature

15476 Emerald RD
Company Address

Dows IA 52551
City, State, Zip

REQUEST FOR PROPOSAL
2019 RFP #1 Blakes Branch Cleaning

The City of Ottumwa, Iowa will be accepting proposals for cleaning a blockage in the Blakes Branch Box Sewer.

The City of Ottumwa has found a blockage (dam) in the Blakes Branch Box Sewer. This contract is for the removal of that blockage and disposal of the material. Removal of the blockage will require the use of equipment. An access into the sewer is located off of Mill Street, approximately 650 feet downstream from the blockage. The access into the sewer is approximately 7 ½' x 9 ½' in size. (*contractor shall verify access dimensions*)

Winning bidder will be responsible for all aspects of this work including, but not limited to, removing and replacing the access lid, lowering equipment into the box sewer, dismantling of the blockage (dam) and removal of the blockage material out of the box sewer. The blockage is comprised of numerous materials including brick, limestone block, wood and dirt, all of which shall be removed from the sewer and hauled off site. *This material may be disposed of under the canopy at the WPCF plant.*

This project will be let as Lump Sum. Interested parties are ***strongly urged*** to view the details of this project including lifting the access lid, size of the access and the blockage itself. Interested Parties shall make all necessary measurements or calculations to make themselves aware of the work involved. ***No additional compensation will be made for any reasons, outside the lump sum bid price.*** Those wishing to access the sewer shall coordinate with the City of Ottumwa Public Works crews.

<u>Blakes Branch Box Sewer Cleaning</u>	QTY	UNIT	PRICE	EXTENSION
1.) Box Sewer Cleaning	1	LS	\$ _____	\$ _____
		TOTAL		\$ _____

*This quantity is estimated for bidding purposes only. Owner reserves the right to increase or decrease actual quantity as needed during construction. No adjustment in unit price will be made due to a variance in quantity.

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

Contractor shall be responsible to visit jobsite and become familiar with the scope of work prior to bid letting. **Sealed Bids shall be submitted** to the City Clerk 105 E. 3rd Street, Ottumwa, Iowa 52501, **by 2:00 p.m. on February 20, 2019** and clearly labeled **BLAKES BRANCH CLEANING**. Bid opening to be held at 2:00 p.m. on **February 20, 2019.**

If there are any questions regarding bid proposal, please contact Chad Carlson, City of Ottumwa Public Works Department at (641) 684-2180 from 8:00 a.m. to 3:30 p.m. Monday through Friday.

ENGINEERING DEPARTMENT
CITY OF OTTUMWA, IOWA

PROPOSAL FOR: **BLAKES BRANCH BOX SEWER CLEANING** located beneath the Railroad tracks.

Date
TO WHOM IT MAY CONCERN:

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

<u>Blakes Branch Box Sewer Cleaning</u>	QTY	UNIT	PRICE	EXTENSION
1.) Box Sewer Cleaning	1	LS	\$ _____	\$ _____
		TOTAL		\$ _____

APPROXIMATE START DATE

NONE

WARRANTY, (Specify)

All work shall be completed on or before **June 1, 2019**. A \$200.00 per day penalty may be assessed for failure to complete this project in the allocated time. The City shall also reserve the right to void the contract and award it to the next lowest responsible bidder, if the undersigned has not started the work by the start date.

TIME REQUIRED

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

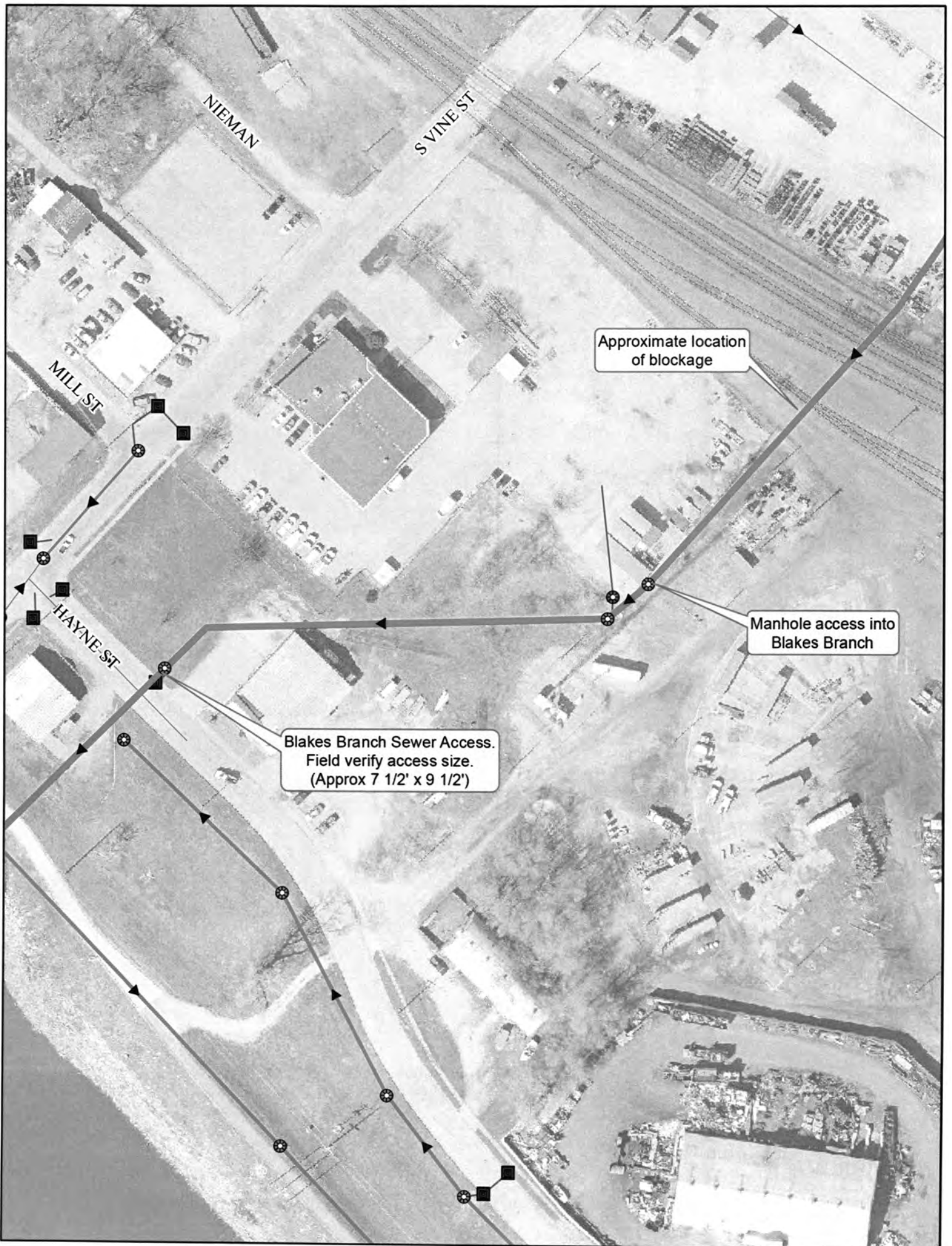
If bid is accepted, the undersigned further agrees to enter into a contract for delivery of said services according to instructions as issued by the City and at the time requested.

Name of Company

Phone Number

By _____
Authorized Signature

Date



NIEMAN

S VINE ST

MILL ST

HAYNE ST

Approximate location of blockage

Manhole access into Blakes Branch

Blakes Branch Sewer Access.
Field verify access size.
(Approx 7 1/2' x 9 1/2')

Access into the Blakes Branch Sewer, off of Mill Street




BID TABULATION FOR

2019 RFP #1 - Blake's Branch Box Sewer Cleaning
2/20/2019

ITEM	DESCRIPTION	UNIT	QTY	ESTIMATE		DC Concrete & Const.		Christy Construction		Davis Co Excavation	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Box Sewer Cleaning	LS	1			\$ 16,700.00	\$16,700.00	\$ 18,775.00	\$18,775.00	\$ 20,000.00	\$ 20,000.00
TOTAL PROJECT BID					\$0.00		\$16,700.00		\$18,775.00		\$20,000.00

Gray Box denotes mathematical error by Contractor

I HEREBY CERTIFY THAT THIS IS A TRUE
TABULATION OF THE BIDS RECEIVED AT 2:00 P.M.
ON FEBRUARY 20, 2019

BY: 

CITY OF OTTUMWA
2019 FEB 28 AM 8:27
Staff Summary
**** ACTION ITEM ****

Council Meeting of: March 5, 2019

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

AGENDA TITLE: Award the Contract for the 2019 RFP #2 Benton Street Brick Sewer Repairs and authorizing the Mayor to sign the Contract.

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

RECOMMENDATION: Award the Contract to Christy Construction in the amount of \$7,986.00 and authorized the Mayor to sign the Contract.

DISCUSSION: There are 4 repairs to be made under this contract. One large void exists in the floor of the main brick tear drop sewer under Benton Street. One large void exists where an intersecting brick sewer meets with the main brick sewer on Benton. Two smaller voids require a repair and are in the walls of the main tear drop sewer. All repairs shall be made with Super M-4 concrete. Winning bidder shall attempt to fill any undermines in the near vicinity of the void, but shall not make special efforts to fill any substantial undermines.

Bids were received and opened by the City of Ottumwa on February 20, 2019 at 2:00 p.m. Three (3) sets of plans were distributed and one (1) bid was received. The low bidder is Christy Construction of Ottumwa, Iowa in the amount of \$7,986.00.

Bid Tab and Plan Holders List are attached.

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 5th day March, 2019 by and between the CITY OF OTTUMWA, IA herein after called the "OWNER" and Christy Construction of Ottumwa, Iowa herein after called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL FOR THE **BENTON STREET BRICK SEWER REPAIRS** as stated in the attached **RFP #2**. **RFP #2** and the signed proposal are included as part of this contract.

In the following location to wit; **On Benton Street, between Second and Third Street.**

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

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

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

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

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

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in **RFP #2**. Said payment to be made upon presentation of an invoice for aforesaid improvement. A certificate of insurance for liability, bodily injury, and property damage satisfactory to the Owner in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or

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

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

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

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

CITY OF OTTUMWA

Thomas X. Lazio
Thomas X. Lazio, Mayor

ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk



CONTRACTOR

Christy Construction Co
Company Name

[Signature]
Representative Signature

PO-Box 96
Company Address

Ottumwa Iowa 52501
City, State, Zip

REQUEST FOR PROPOSAL
2019 RFP #2 Benton Brick Sewer Repair

The City of Ottumwa, Iowa will be accepting proposals for repairs to a brick tear-drop sewer located on Benton Street.

This project will be let as Lump Sum. There are 4 repairs to be made under this contract. One large void exists in the floor of the main brick tear drop sewer under Benton Street. One large void exists where an intersecting brick sewer meets with the main brick sewer on Benton. Two smaller voids require a repair and are in the walls of the main tear drop sewer. All repairs shall be made with Super M-4 concrete. Winning bidder shall attempt to fill any undermines in the near vicinity of the void, but shall not make special efforts to fill any substantial undermines.

The winning bidder will be responsible for all aspects of this work including but not limited to all material, labor, equipment, mobilization, traffic control, traffic control maintenance, all safety equipment *including air monitors*, safe access in and out of the sewer, damming and bypass pumping of existing sewer flow, pumping the voided area free of water/material, inspecting and taking pictures of the void to ensure additional voids don't exist, and repairing the voids using Super M-4 concrete.

This project will be let as Lump Sum. Interested parties are ***strongly urged*** to view in person the details of this project including access, existing sewer flows and extents of the repairs. Interested Parties shall make all necessary measurements or calculations to make themselves aware of the work involved. ***No additional compensation will be made for any reasons, outside the lump sum bid price.*** Those wishing to access the sewer shall coordinate with the City of Ottumwa Public Works crews.

<u>Benton Brick Sewer Repairs</u>	QTY	UNIT	PRICE	EXTENSION
1.) Brick Sewer Repairs	1	LS	\$ _____	\$ _____
		TOTAL		\$ _____

*This quantity is estimated for bidding purposes only. Owner reserves the right to increase or decrease actual quantity as needed during construction. No adjustment in unit price will be made due to a variance in quantity.

Contractor shall make necessary calculations to satisfy themselves of the amount of work required to complete the project. *No cost incurred in preparing the proposal will be paid by the City of Ottumwa.*

Contractor shall be responsible to visit jobsite and become familiar with the scope of work prior to bid letting. **Sealed Bids shall be submitted** to the City Clerk 105 E. 3rd Street, Ottumwa, Iowa 52501, **by 2:00 p.m. on February 20, 2019** and clearly labeled **BENTON BRICK SEWER REPAIR**. Bid opening to be held at 2:00 p.m. on **February 20, 2019**.

If there are any questions regarding bid proposal, please contact Chad Carlson, City of Ottumwa Public Works Department at (641) 684-2180 from 8:00 a.m. to 3:30 p.m. Monday through Friday.

Contract Attached

ENGINEERING DEPARTMENT
CITY OF OTTUMWA, IOWA

PROPOSAL FOR: **BENTON BRICK SEWER REPAIR** located on Benton Street.

Date

TO WHOM IT MAY CONCERN:

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

<u>Benton Brick Sewer Repairs</u>	QTY	UNIT	PRICE	EXTENSION
I.) Brick Sewer Repairs	1	LS	\$ _____	\$ _____
		TOTAL		\$ _____

APPROXIMATE START DATE

NONE

WARRANTY, (Specify)

All work shall be completed on or before July 1, 2019. A \$200.00 per day penalty may be assessed for failure to complete this project in the allocated time. The City shall also reserve the right to void the contract and award it to the next lowest responsible bidder, if the undersigned has not started the work by the start date.

TIME REQUIRED

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

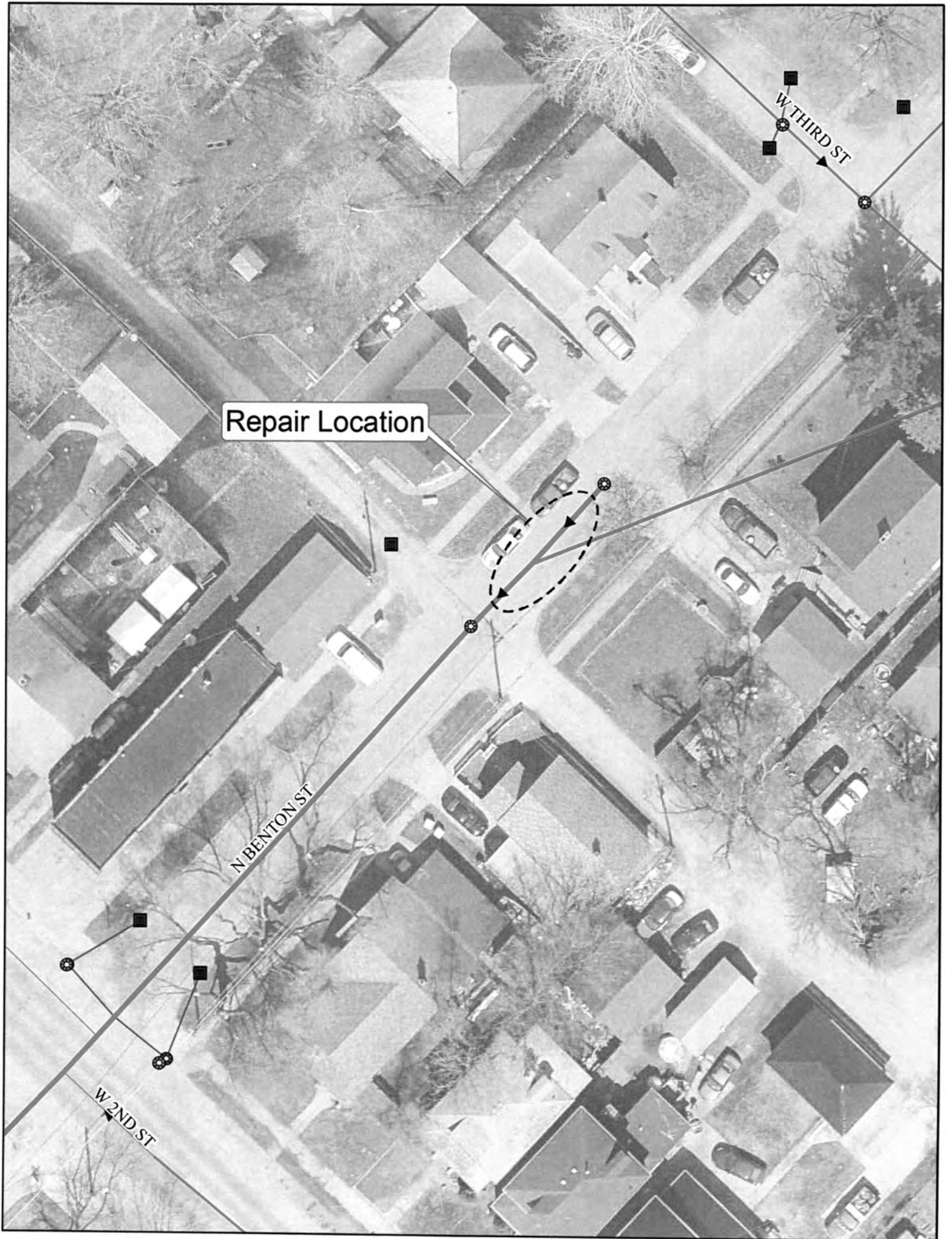
If bid is accepted, the undersigned further agrees to enter into a contract for delivery of said services according to instructions as issued by the City and at the time requested.

Name of Company

Phone Number

By _____
Authorized Signature

Date



Repair Location

W THIRD ST

N BENTON ST

W 2ND ST





BID TABULATION FOR							
2019 RFP #2 - Benton Brick Sewer Repair							
2/20/2019							
ITEM	DESCRIPTION	UNIT	QTY	ESTIMATE		Christy Construction	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Brick Sewer Repairs	LS	1			\$ 7,986.00	\$7,986.00
TOTAL PROJECT BID					\$0.00		\$7,986.00
Gray Box denotes mathematical error by Contractor							
I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON FEBRUARY 20, 2019 BY: 							

CITY OF OTTUMWA
2019 FEB 28 AM 8:27
Staff Summary

****ACTION ITEM****

Council Meeting of: March 5, 2019

Engineering Department
Alicia Bankson
 Prepared By
Darryl Seals
 Department Head
[Signature]
 City Administrator Approval

AGENDA TITLE: Award the Contract for the 2019 RFP #3 Ray Street Concrete and authorizing the Mayor to sign the Contract.

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

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

RECOMMENDATION: Award the Contract to Turner Concrete in the amount of \$19,765.00 and authorized the Mayor to sign the Contract.

DISCUSSION: The City installed a new RCB Culvert under Ray Street in 2018. This contract is to replace the street that was removed to install the RCB culvert. This approach has two major benefits. It allows settlement along the box walls and opens the flat work up to additional contractors.

Bids were received and opened by the City of Ottumwa on February 20, 2019 at 2:00 p.m. Five (5) sets of plans were distributed and four (4) bids were received. The low bidder is Turner Concrete of Ottumwa, Iowa in the amount of \$19,765.00.

Bid Tab and Plan Holders List are attached.

Culvert cost: \$209,844.40

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 26th day February, 2019 by and between the CITY OF OTTUMWA, IA herein after called the "OWNER" and Turner Concrete Const. Inc. of Ottumwa, Iowa herein after called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL FOR THE RAY STREET CONCRETE as stated in the attached RFP #3. RFP #3 and the signed proposal are included as part of this contract.

In the following location to wit; **On Ray Street, over the Ray Street Culvert that bridged the Jefferson Drainage Ditch.**

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

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

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

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

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

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in RFP #3. Said payment to be made upon presentation of an invoice for aforesaid improvement. A certificate of insurance for liability, bodily injury, and property damage satisfactory to the Owner in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

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

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

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

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

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

CITY OF OTTUMWA

Thomas X. Lazio
Thomas X. Lazio, Mayor

ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk



CONTRACTOR

Turner Concrete Const. Inc.
Company Name

[Signature]
Representative Signature

219 Fox-Sauk Rd.
Company Address

Ottumwa, Ia. 52501
City, State, Zip

REQUEST FOR PROPOSAL
2019 RFP #3 Ray Street Concrete

The City of Ottumwa, Iowa is accepting proposals to replace an 8" Portland Cement Concrete Street over the Ray Street Box Culvert.

The City installed a new RCB Culvert under Ray Street. This contract is to replace the street that was removed to install that culvert.

Contractor will be responsible for saw cutting, removal and disposal of existing pavement, placing and finishing of 8" PCC Pavement on compacted 3/4" road stone, control joint sawcutting and restoration of site. **All material, labor, equipment, mobilization, traffic control, traffic control maintenance, seeding and fertilizing to be incidental to the bid items. All work shall comply with SUDAS specifications.**

Ray Street Pavement

- 1.) Bid Item #1 is for the removal of existing pavement. A majority of the pavement on this project has already been removed, however approximately 54 S.Y. of pavement needs to be removed. Bid item shall include sawcutting, removal and disposal of material. Refer to attached planset.

****** The existing surface over the culvert was rocked and seal coated for the winter. Removal of this seal coat surfacing will not be reimbursed for and shall be considered incidental to this bid item.

- 2.) Bid Item #2 is for 8" PCC Pavement. Bid price shall include all saw cutting, a utility access adjustment and box out, cold weather provisions if necessary, placing and finishing approximately 227 SY of 8" PCC on top of 6" of compacted 3/4" road stone.

The existing exposed street surface has been rocked. Winning bidder will have to excavate the rock to place the 8" PCC Pavement. Over the box, there should be only approximately 2" of road stone between the box culvert and the bottom of the new slab. The excavated rock may be used for subbase beneath the areas of new removal. Contractor is responsible for any excess or short of material

PCC shall be Class C-3WR, and shall be placed per SUDAS specifications. Refer to SUDAS specification 7040.101 and 7040.102 for full depth PCC patching and dowel placement. Refer to PV-101 for joint details. All joints shall be blown out and sealed with an approved sealant. Smoothness of pavement shall not exceed 1/8" in 10' per SUDAS specifications. There shall be no curb and gutter installed with this patch except where necessary to tie into existing curb and gutter.

Bit Item includes sawcutting. ***It is critical that control joints be sawcut paralleling the RCB Box Culvert. Control joints SHALL be cut on either side of the box culvert, directly over the outside edge of the culvert.***

Contractor shall be responsible for backfilling, site restoration, seeding and fertilizing. All material, labor and equipment necessary to complete the bid items shall be considered incidental.

This contract will require City Council action. Council action is anticipated on March 5, 2019. This project shall be completed by July 1, 2019.

Interested parties are ***strongly urged*** to view the details of this project and shall make all necessary measurements or calculations to make themselves aware of the work involved.

<u>Ray Street Pavement</u>		QTY	UNIT	PRICE	EXTENSION
Bid Items:					
1.)	Pavement Removal	60	SY	\$ _____	\$ _____
2.)	8" PCC Pavement	235	SY	\$ _____	\$ _____
TOTAL					\$ _____

*This quantity is estimated for bidding purposes only. Owner reserves the right to increase or decrease actual quantity as needed during construction. No adjustment in unit price will be made due to a variance in quantity. Payment will be made based on actual Quantities completed.

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

Contractor shall be responsible to visit jobsite and become familiar with the scope of work prior to bid letting. **Sealed Bids shall be submitted** to the City Clerk 105 E. 3rd Street, Ottumwa, Iowa 52501, **by 2:00 p.m. on February 20, 2019** and clearly labeled **RFP #3 RAY STREET CONCRETE**. Bid opening to be held at 2:00 p.m. on **February 20, 2019**.

If there are any questions regarding bid proposal, please contact Chad Carlson, City of Ottumwa Public Works Department at (641) 684-2180 from 8:00 a.m. to 3:30 p.m. Monday through Friday.

Contract Attached

ENGINEERING DEPARTMENT
CITY OF OTTUMWA, IOWA

PROPOSAL FOR: **RAY STREET CONCRETE.**

Date

TO WHOM IT MAY CONCERN:

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

<u>Ray Street Pavement</u>	QTY	UNIT	PRICE	EXTENSION
Bid Items:				
1.) Pavement Removal	60	SY	\$ _____	\$ _____
2.) 8" PCC Pavement	235	SY	\$ _____	\$ _____
			TOTAL	\$ _____

APPROXIMATE START DATE

NONE

WARRANTY, (Specify)

All work shall be completed on or before July 1, 2019. A \$200.00 per day penalty may be assessed for failure to complete this project in the allocated time. The City shall also reserve the right to void the contract and award it to the next lowest responsible bidder, if the undersigned has not started the work by the start date.

TIME REQUIRED

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

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

Name of Company

Phone Number

By _____
Authorized Signature

Date



E MARY ST

SADELLA ST

SELMA ST

Project Location

RAY ST

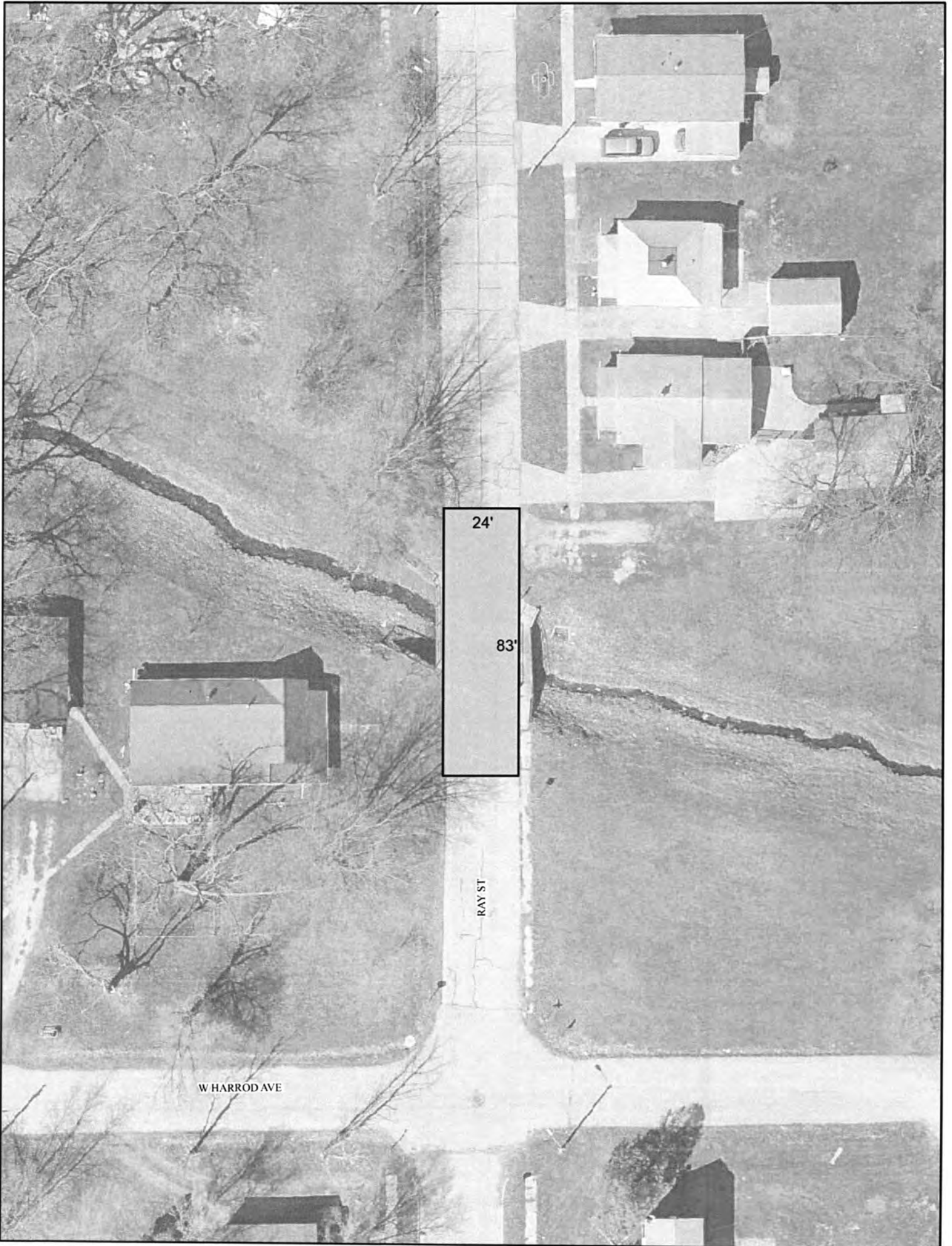
W HARROD AVE

SADELLA ST

SELMA ST

S WARD ST

W LOOMIS AVE



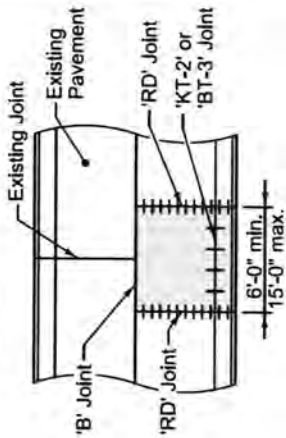
24'

83'

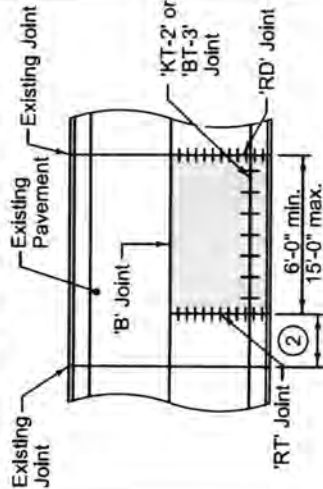
RAY ST

W HARROD AVE

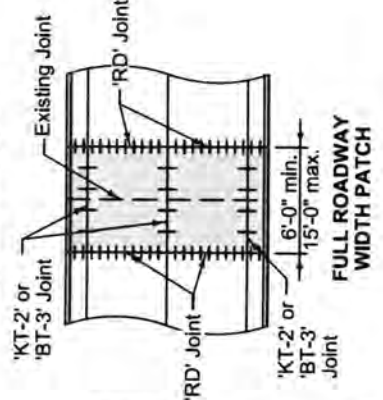
GUTTERLINE JOINTING



ONE PANEL WIDTH PATCH WITH OPPOSING JOINT



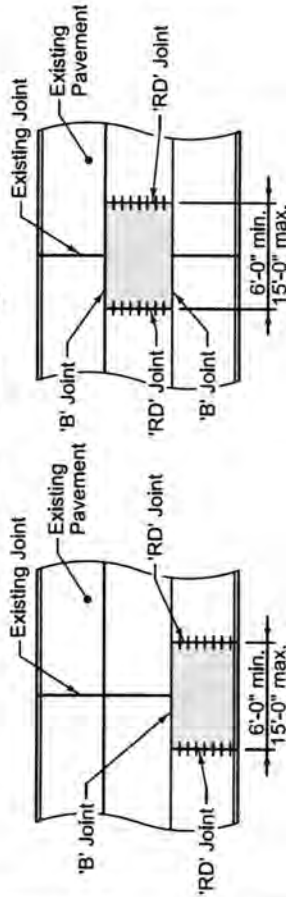
ONE PANEL WIDTH PATCH NO OPPOSING JOINT



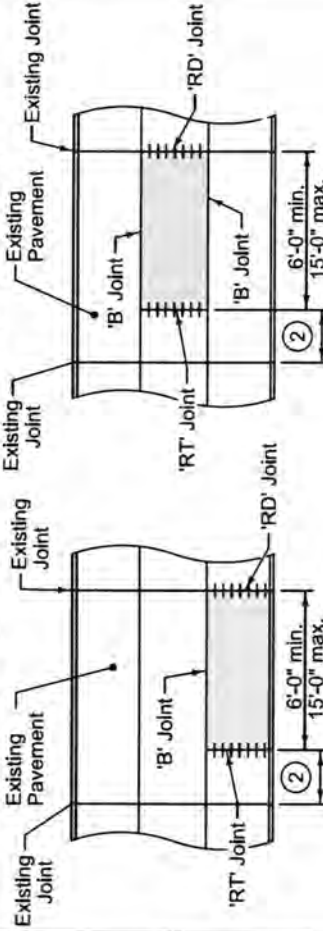
FULL ROADWAY WIDTH PATCH

THIRD POINT JOINTING

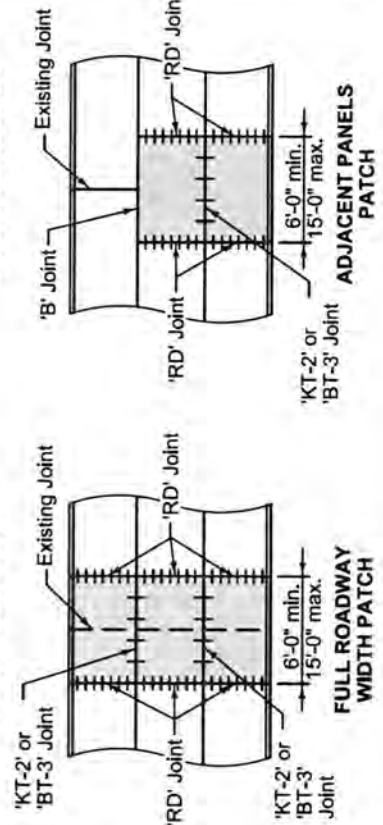
①



OUTSIDE PANEL PATCH WITH OPPOSING JOINT



OUTSIDE PANEL PATCH NO OPPOSING JOINT



CENTER PANEL PATCH NO OPPOSING JOINT

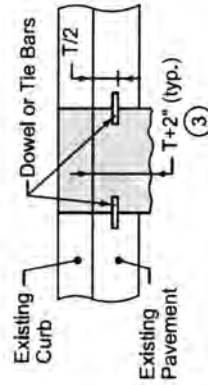
ADJACENT PANELS PATCH

① Patches on roadways with quarter point jointing will be similar to third point jointing details.

② Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.

③ If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.

LONGITUDINAL SECTION THRU PCC PATCH

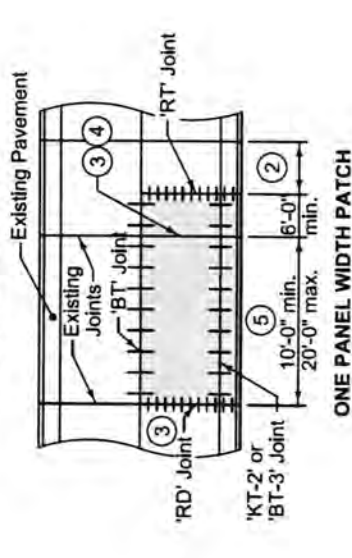


SUDAS
 7040.101
 SHEET 1 of 1

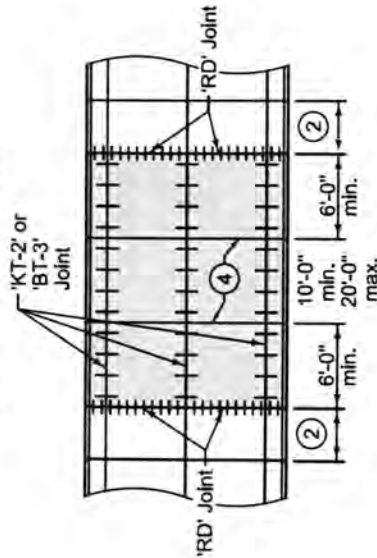
SUDAS Standard Specifications

FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG

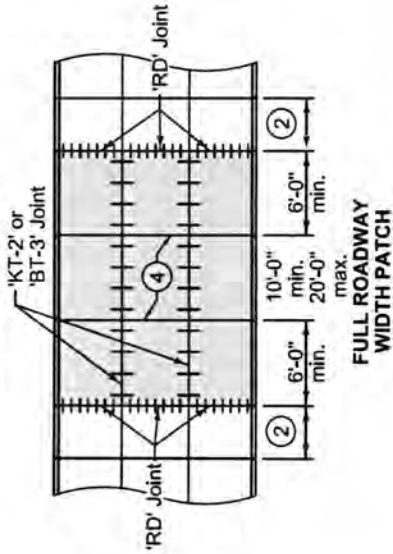
GUTTERLINE JOINTING



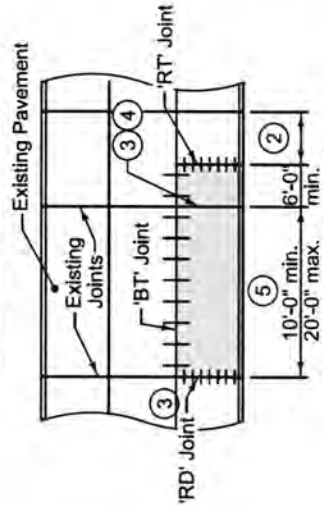
ONE PANEL WIDTH PATCH



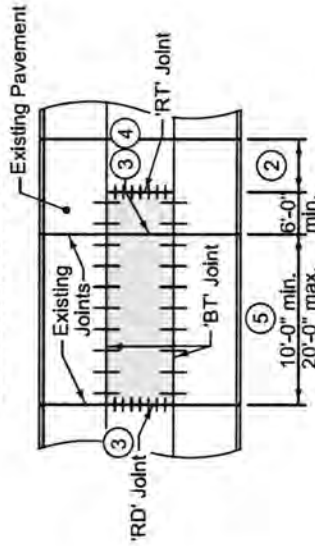
FULL ROADWAY WIDTH PATCH



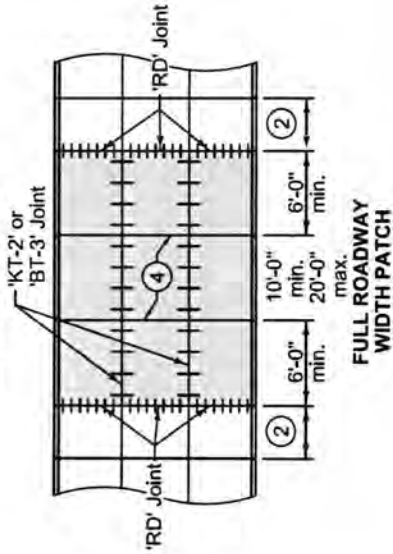
THIRD POINT JOINTING



OUTSIDE PANEL PATCH

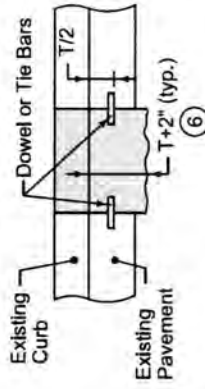


CENTER PANEL PATCH

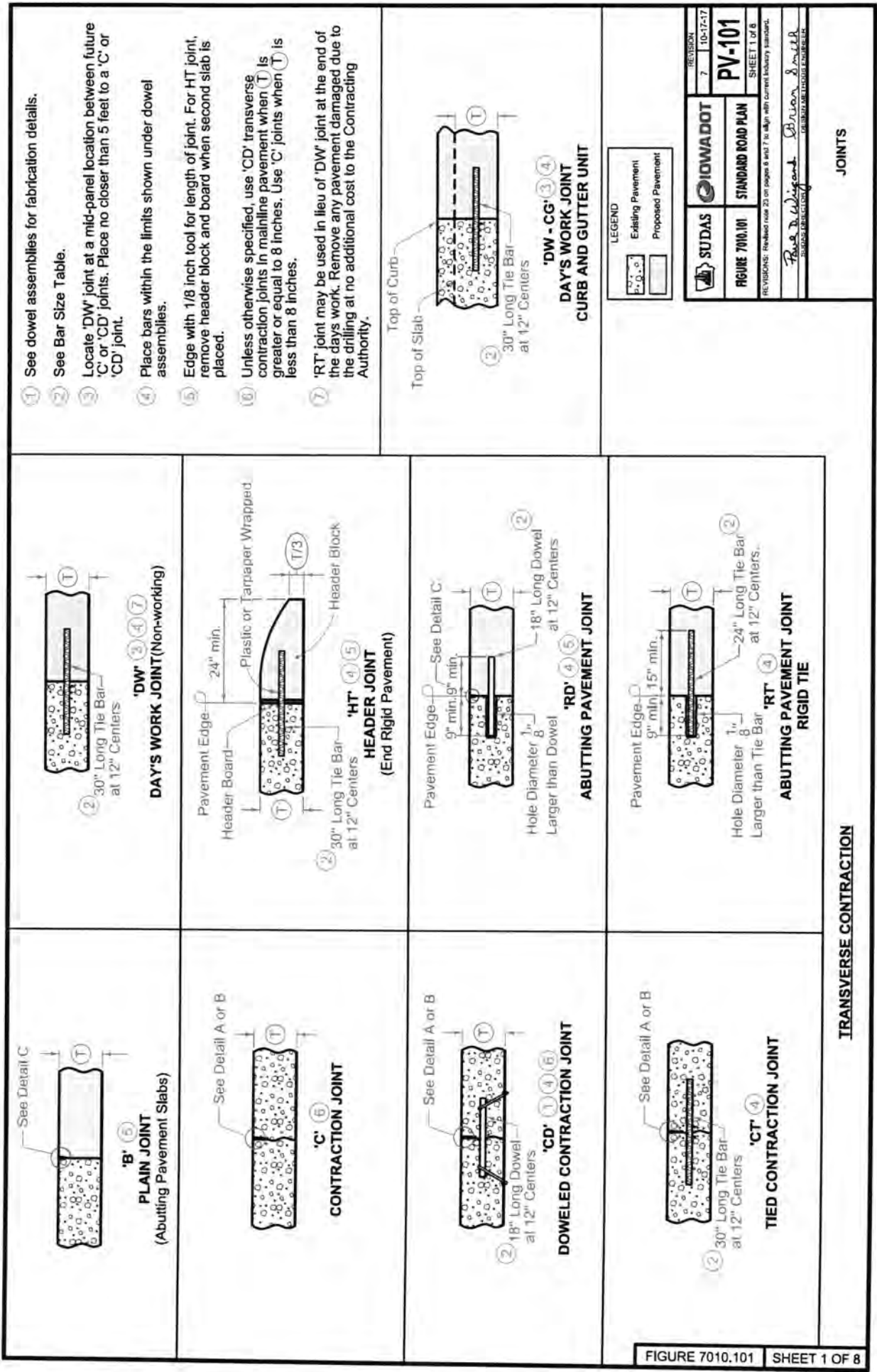


- ① Patches on roadways with quarter point jointing will be similar to third point jointing details.
- ② Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.
- ③ Match existing joint type and locations.
- ④ 'C' joint unless 'CD' joint is specified.
- ⑤ If existing joint spacing is greater than 20 feet, add a 'CT' joint at mid-panel.
- ⑥ If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.

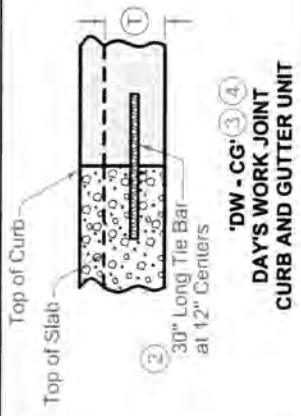
LONGITUDINAL SECTION THRU PCC PATCH



SUDAS	REVISION 3 10-17-17
	7040.102
SHEET 1 of 1	
SUDAS Standard Specifications	
FULL DEPTH PCC PATCHES GREATER THAN 15' LONG	



- 1 See dowel assemblies for fabrication details.
- 2 See Bar Size Table.
- 3 Locate 'DW' joint at a mid-panel location between future 'C' or 'CD' joints. Place no closer than 5 feet to a 'C' or 'CD' joint.
- 4 Place bars within the limits shown under dowel assemblies.
- 5 Edge with 1/8 inch tool for length of joint. For HT joint, remove header block and board when second slab is placed.
- 6 Unless otherwise specified, use 'CD' transverse contraction joints in mainline pavement when (T) is greater or equal to 8 inches. Use 'C' joints when (T) is less than 8 inches.
- 7 'RT' joint may be used in lieu of 'DW' joint at the end of the days work. Remove any pavement damaged due to the drilling at no additional cost to the Contracting Authority.

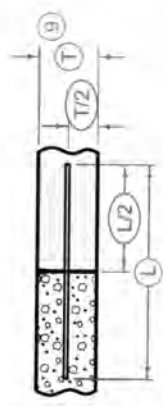


LEGEND

	Existing Pavement
	Proposed Pavement

FIGURE 7010.101	STANDARD ROAD PLAN
REVISIONS: Refer to pages 6 and 7 to align with current industry standard.	
P. B. Dwyer PROJECT ENGINEER J. B. Miller SURVEILLANCE ENGINEER	
JOINTS	

TRANSVERSE CONTRACTION



BAR PLACEMENT

(Applies to all joints unless otherwise detailed.)

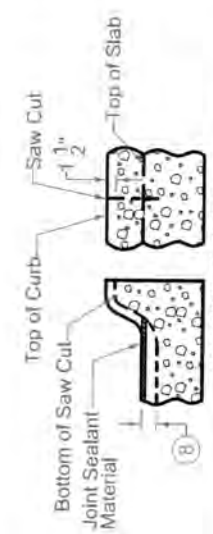
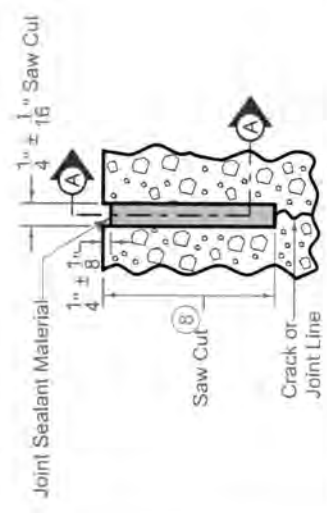
(8) Saw 'CD' joint to a depth of $T/3 \pm 1/4"$; saw 'C' joint to a depth of $T/4 \pm 1/4"$.

(9) When tying into old pavement, (T) represents the depth of sound PCC.

BAR SIZE TABLE		
(T)	Dowel Diameter	Tie Bar Size
< 8"	$\frac{3}{4}$ "	#6
$\geq 8"$ but < 10"	$1\frac{1}{4}$ "	#10
$\geq 10"$	$1\frac{1}{2}$ "	#11

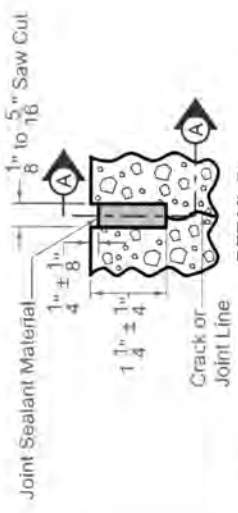
DETAIL A

(Saw cut formed by conventional concrete sawing equipment.)



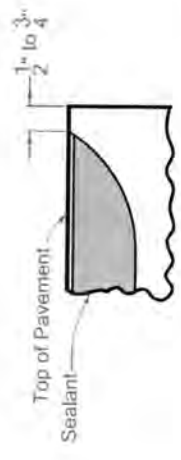
'C' JOINT IN CURB

(Match 'CT', 'CD', or 'C' joint in pavement.)



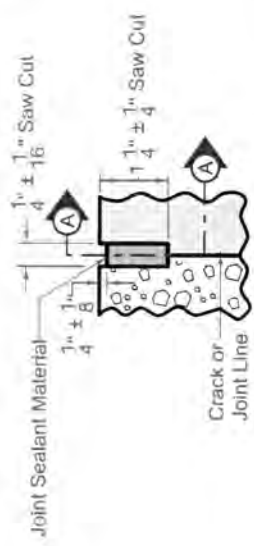
DETAIL B

(Saw cut formed by approved early concrete sawing equipment.)



SECTION A-A

(Detail at Edge of Pavement)



DETAIL C

LEGEND

Existing Pavement

Proposed Pavement

SUDAS **IOWA DOT**

FIGURE 7010.101 **STANDARD ROAD PLAN**

REVISION: 7 10-17-17

PV-101

SHEET 2 of 8

REVISIONS: Replaced row 23 on page 6 and 7 to align with current industry standard.

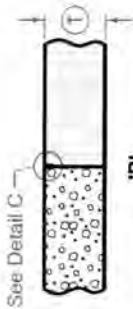
Paul D. Wiegand *Chris*

DESIGNER/ENGINEER

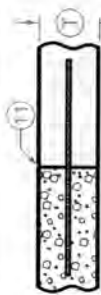
DESIGNER/ENGINEER

TRANSVERSE CONTRACTION

JOINTS

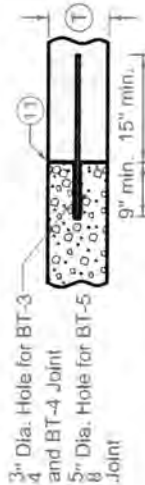


'B'
PLAIN JOINT
(Abutting Pavement Slabs)



'BT'
ABUTTING PAVEMENT JOINT - RIGID TIE

(T)	Joint	Bars	Bar Length and Spacing
< 8"	'BT-1'	#4	36" Long at 30" Centers
≥ 8"	'BT-2'	#5	36" Long at 30" Centers

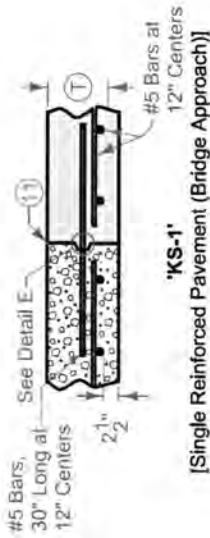


'BT'
ABUTTING PAVEMENT JOINT - RIGID TIE (Drilled)

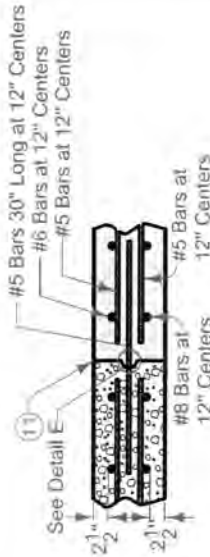
(T)	Joint	Bars	Bar Length and Spacing
< 8"	'BT-5'	#4	24" Long at 30" Centers
≥ 8"	'BT-3'	#5	24" Long at 30" Centers
	'BT-4'		24" Long at 15" Centers



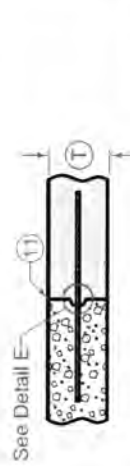
'K'
KEYED JOINT FOR ADJACENT SLABS
(Where T is 8" or more)



'KS-1'
[Single Reinforced Pavement (Bridge Approach)]



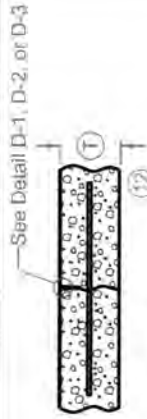
'KS-2'
[Double Reinforced Pavement (Bridge Approach)]



'KT'
ABUTTING PAVEMENT JOINT - KEYWAY TIE

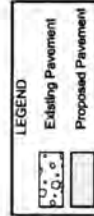
(T)	Joint	Bars	Bar Length and Spacing
< 8"	'KT-1'	#4	30" Long at 30" Centers
≥ 8"	'KT-2'	#5	30" Long at 30" Centers
	'KT-3'		30" Long at 15" Centers

- (10) Bar supports may be necessary for fixed form paving to ensure the bar remains in a horizontal position in the plastic concrete.
- (11) Sawing or sealing of joint not required.
- (12) The following joints are interchangeable, subject to the pouring sequence:
'BT-1', 'L-1', and 'KT-1'
'KT-2' and 'L-2'
'KT-3' and 'L-3'



'L'
CONTRACTION JOINT

(T)	Joint	Bars	Bar Length and Spacing
< 8"	'L-1'	#4	36" Long at 30" Centers
≥ 8"	'L-2'	#5	36" Long at 30" Centers
	'L-3'		36" Long at 15" Centers



REVISION: 7 10-17-17

SUDAS **IOWA DOT**

FIGURE 7010.101 **STANDARD ROAD PLAN**

REVISIONS: Includes page 23 on pages 6 and 7 in conjunction with current history numbers.

Paul D. Wideman *Steven J. Smith*

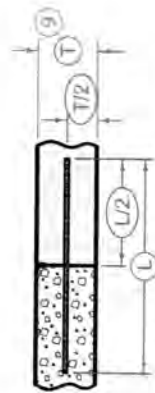
REGISTERED PROFESSIONAL ENGINEER

JOINTS

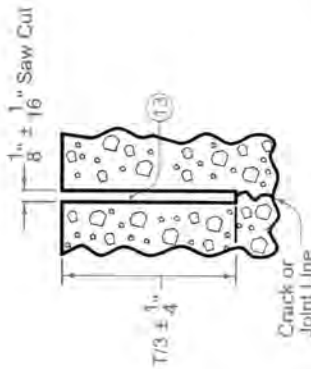
LONGITUDINAL CONTRACTION

⑨ When tying into old pavement, T represents the depth of sound PCC.

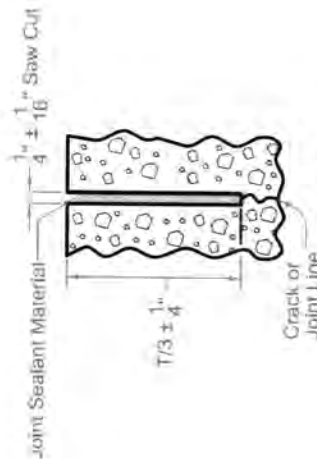
⑬ Sealant or cleaning not required.



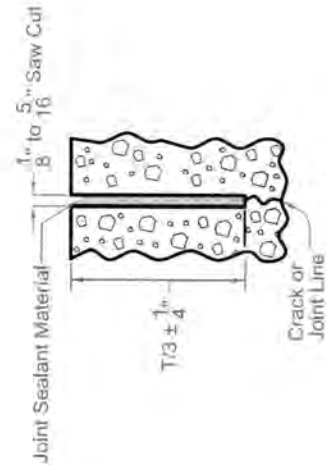
TIE BAR PLACEMENT
(Applies to all joints unless otherwise detailed.)



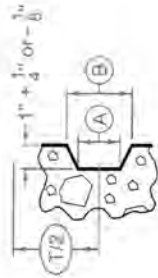
DETAIL D-1
(Required when specified in the contract documents.)



DETAIL D-2
(Required when the Department of Transportation is not the Contracting Authority, or when specified in the contract documents)



DETAIL D-3
(Required when the Department of Transportation is the Contracting Authority, or when specified in the contract documents)



DETAIL E

KEYWAY DIMENSIONS			
Keyway Type	Pavement Thickness	T	(A) (B)
Standard	8" or greater	$1\frac{3}{4}$	$2\frac{3}{4}$ 4
Narrow	Less than 8"	1"	2"



REVISION 7 10-17-17

SUDAS **IOWA DOT**

FIGURE 7010.101 **STANDARD ROAD PLAN**

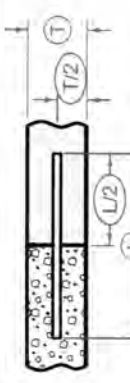
REVISIONS: Trackered from 22 on pages 6 and 7 to align with current industry standard.

Paul D. Williams *Sharon J. Miller*

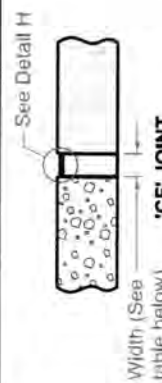
DESIGNER/INTEGRATOR CONSULTANT

LONGITUDINAL CONTRACTION

JOINTS



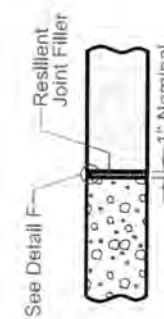
DOWEL PLACEMENT
(Applies to all joints unless otherwise detailed.)



'CF' JOINT

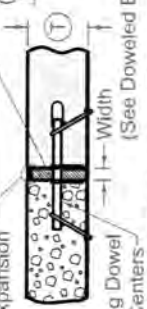
Width (See table below)

TYPE	WIDTH
CF-1	2"
CF-2	2 1/2"
CF-3	3"
CF-4	3 1/2"



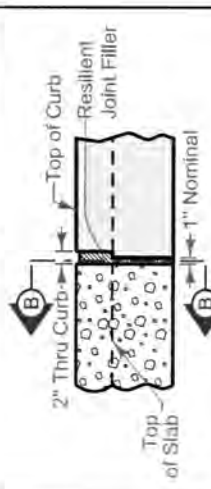
1" EXPANSION JOINT

Detail F or Detail G
(See Doweled Expansion Joints Table)

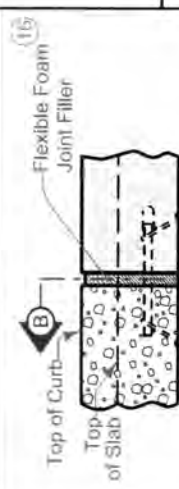


18" Long Dowel
at 12" Centers

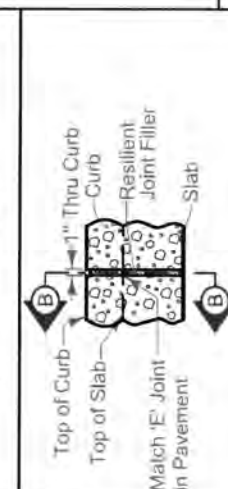
'ED', 'EE', 'EF' JOINTS
DOWELED EXPANSION JOINT



'E' JOINT IN CURB
(View at Back of Curb)

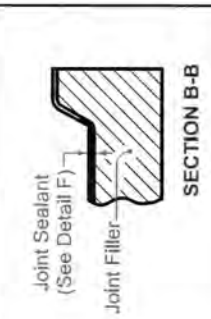


'EE' JOINT IN CURB
(View at Back of Curb)

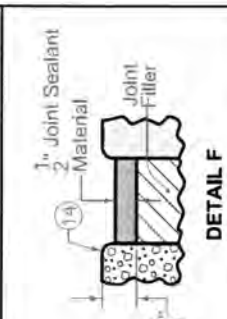


'ES' JOINT IN CURB
(View at Back of Curb)

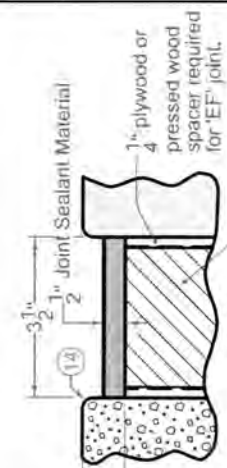
Joint Filler Material (16)
(See Doweled Expansion Joints Table)



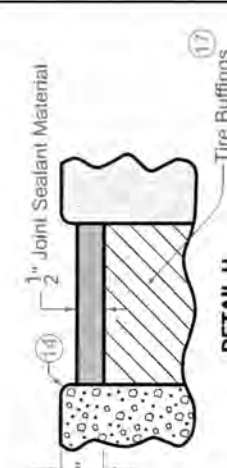
SECTION B-B



DETAIL F



DETAIL G



DETAIL H

EXPANSION

- (2) See Bar Size Table.
- (14) Edge with 1/4 inch tool for length of joint indicated if formed; edging not required when cut with diamond blade saw.
- (15) See Dowel Assemblies for fabrication details and placement limits. Coat the free end of dowel bar to prevent bond with pavement. At intake locations, dowel bars may be cast-in-place.
- (16) Pre-drill or preform holes in joint material for appropriate dowel size.
- (17) Compact tire buffings by spading with a square-nose shovel.

DOWELED EXPANSION JOINTS	
TYPE	WIDTH FILLER MATERIAL (16)
ED	1" Resilient (Detail F)
EE	2" Flexible Foam (Detail F)
EF	3 1/2" Flexible Foam (Detail G)

BAR SIZE TABLE	
Dowel Diameter	Length
< 8"	≥ 8" but < 10"
3/4"	1 1/4"
1"	1 1/2"

LEGEND

Existing Pavement

Proposed Pavement

SUDAS **IOWADOT**

FIGURE 7010.101 **STANDARD ROAD PLAN**

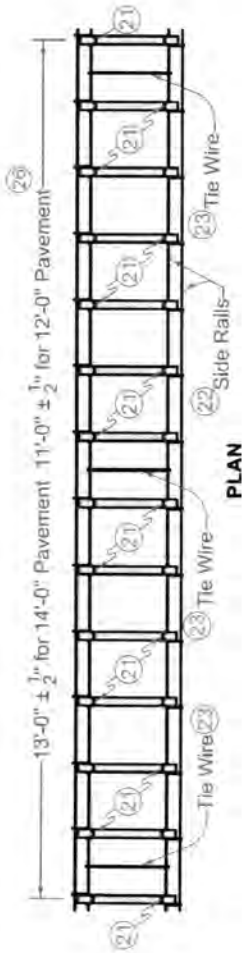
REVISIONS: Revised road 24 on pages 6 and 7 to align with current industry standards.

PV-101 SHEET 5 OF 8

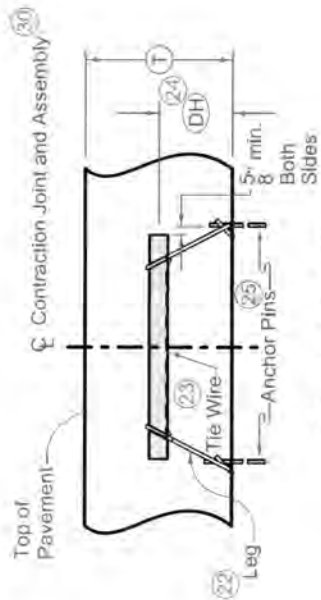
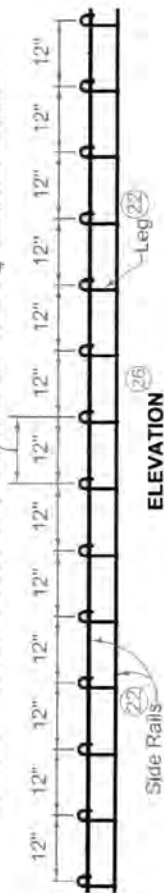
Paul D. Widigand *Sharon Smith*

JOINTS

CONTRACTION JOINTS



Spaces between dowel bars are nominal dimensions with a 1/4" allowable tolerance.



LONGITUDINAL SECTION

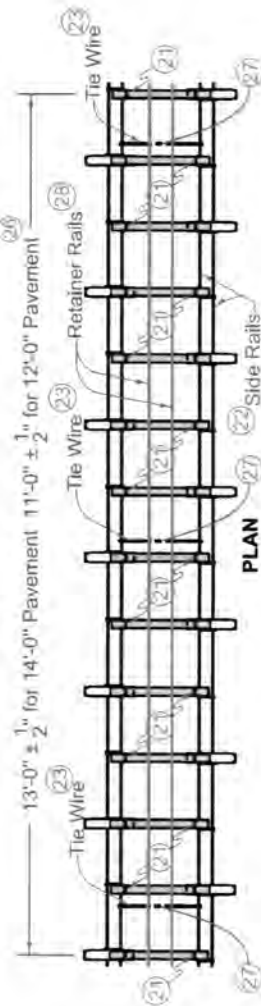
DOWEL ASSEMBLIES (18)(19)(20)

(T)	(DH) (24)	Diameter
7" to 7 1/2"	3 1/2"	3/4"
8" to 9 1/2"	4 1/4"	1 1/4"
10" to 11 1/2"	5 1/4"	1 1/2"
12" to 13"	6 1/4"	1 1/2"

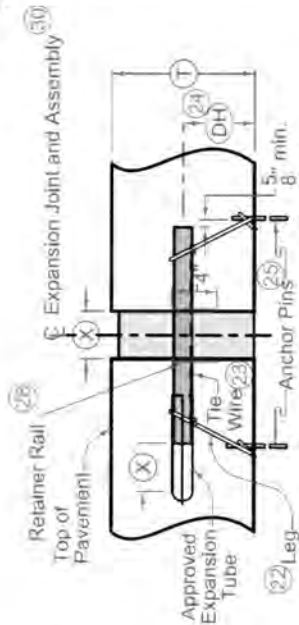
- (18) Use 18 inch long dowel bars with a tolerance of ± 1/8 inch. Ensure the centerlines of individual dowels are parallel to the other dowels in the assembly within ± 1/8 inch.
- (19) Use wires with a minimum tensile strength of 50 ksi.
- (20) Details apply to both transverse contraction and expansion joints.
- (21) Weld alternately throughout.
- (22) 0.306 inch diameter wire. Wire sizes shown are the minimum required.
- (23) Maximum 0.177 inch diameter wire, welded or friction fit to upper side rail, both sides.
- (24) Measured from the centerline of dowel bar to bottom of lower side rail + 1/4 inch.
- (25) Per lane width, install a minimum of 8 anchor pins evenly spaced (4 per side), to prevent movement of assembly during construction. Anchor assemblies placed on pavement or PCC base with devices approved by the Engineer.
- (26) If dowel basket assemblies are required for curbed pavements, the assembly length is based on the jointing layout. See PV-101, Sheet 8.
- (30) Ensure dowel basket assembly centerline is within 2 inches of the intended joint location longitudinally and has no more than 1/4 inch horizontal skew from end of basket to end of basket.

		REVISION
		7 10-7-17
FIGURE 7010.101	STANDARD ROAD PLAN	PV-101
REVISION: Needed note 23 on pages 6 and 7 to align with current industry standard.		SHEET 6 of 8
Paul D. Wiegant SURVEYOR		Brian J. Miller DESIGNER/PROJECT MANAGER
JOINTS		

EXPANSION JOINTS



Spaces between dowel bars are nominal dimensions with a 1/4" allowable tolerance.



SECTION THRU EXPANSION JOINT

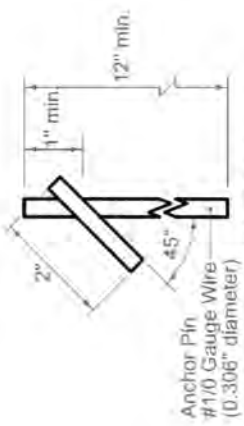
JOINT OPENING AND EXPANSION TUBE EXTENSION	
Joint Type	Minimum Tube Length
"ED"	6"
"EE"	7"
"EF"	9"

DOWEL HEIGHT AND DIAMETER		
(T)	DH (24)	Diameter
7" to 7 1/2"	3 1/2"	3/4"
8" to 9 1/2"	4 1/4"	1 1/4"
10" to 11 1/2"	5 1/4"	1 1/2"
12" to 13"	6 1/4"	1 1/2"

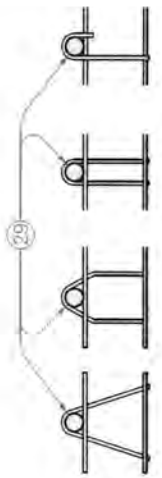
- (18) Use 18 inch long dowel bars with a tolerance of ± 1/8 inch. Ensure the centerlines of individual dowels are parallel to the other dowels in the assembly within ± 1/8 inch.
- (19) Use wires with a minimum tensile strength of 50 ksi.
- (20) Details apply to both transverse contraction and expansion joints.
- (21) Weld alternately throughout.
- (22) 0.306 inch diameter wire. Wire sizes shown are the minimum required.
- (23) Maximum 0.177 inch diameter wire, welded or friction fit to upper side rail, both sides.
- (24) Measured from the centerline of dowel bar to bottom of lower side rail + 1/4 inch.
- (25) Per lane width, install a minimum of 8 anchor pins evenly spaced (4 per side), to prevent movement of assembly during construction. Anchor assemblies placed on pavement or PCC base with devices approved by the Engineer.
- (26) If dowel basket assemblies are required for curbed pavements, the assembly length is based on the jointing layout. See PV-101, sheet 8.
- (27) Clip and remove center portion of tie during field assembly.
- (28) 1/4 inch diameter wire.
- (29) Ensure dowel basket assembly centerline is within 2 inches of the intended joint location longitudinally and has no more than 1/4 inch horizontal skew from end of basket to end of basket.

		REVISION 7 10-17-17
		PV-101 SHEET 7 of 8
FIGURE 7010.101 STANDARD ROAD PLAN		REVISIONS: Revised from 23 on pages 6 and 7 to align with current industry standard.
Paul D. Ludwig DESIGN ENGINEER		Brian J. Miller DESIGN ENGINEER
JOINTS		

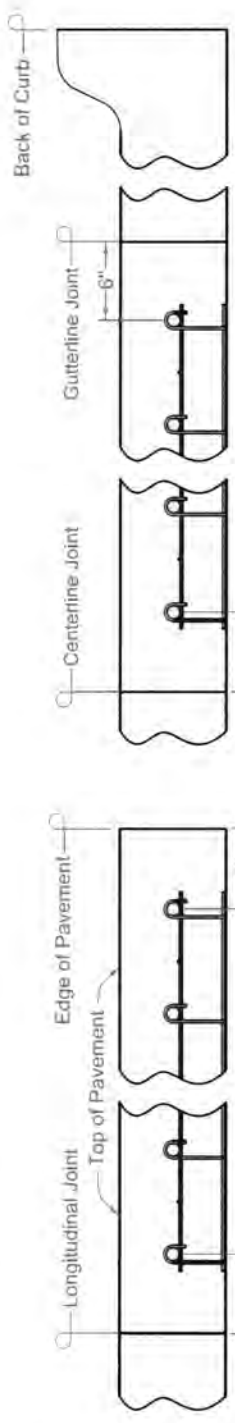
- (18) Use 18 inch long dowel bars with a tolerance of $\pm 1/8$ inch. Ensure the centerlines of individual dowels are parallel to the other dowels in the assembly within $\pm 1/8$ inch.
- (19) Use wires with a minimum tensile strength of 50 ksi.
- (20) Details apply to both transverse contraction and expansion joints.
- (21) Diameter of bend around dowel is dowel diameter + $1/8$ to $3/16$ inches.
- (31) For uniform lane widths: 3" - 6". For taper and variable width pavements: 3" - 12".



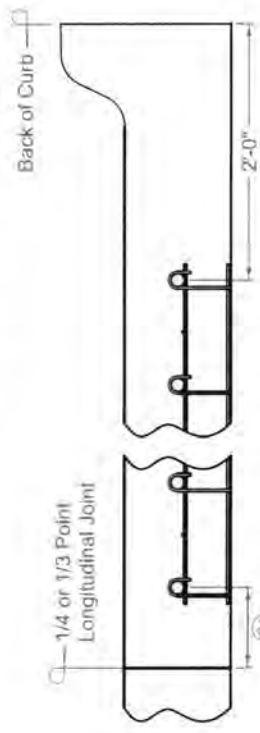
ANCHOR PIN



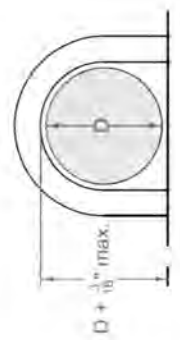
OPTIONAL LEG SHAPES



PLACEMENT LIMITS (Rural Section)




PLACEMENT LIMITS (Curb and Gutter - 1/4 or 1/3 Point Jointing)



BEND AROUND DOWEL

DOWEL ASSEMBLIES (18) (19) (21)

SUDAS	IOWA DOT	REVISION
		7 10-17-17
FIGURE 7010.101	STANDARD ROAD PLAN	PV-101
REVISIONS: Referenced to pages 6 and 7 in alignment with current industry standard.		SHEET 8 OF 8
Paul D. Weigand, Senior Engineer		
IOWA DOT		
		JOINTS

BID TABULATION FOR		2019 RFP #3 - Ray Street Concrete		2/20/2019		ESTIMATE		Turner Concrete		DC Concrete & Const.		McClure & Co. Concrete		Christy Construction	
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	Pavement Removal	SY	60	\$ 20.00	\$1,200.00	\$ 10.00	\$600.00	\$ 8.00	\$480.00	\$ 8.95	\$537.00	\$ 87.00	\$5,220.00	\$ 90.00	\$5,400.00
2	8" PCC Pavement	SY	235	\$ 79.00	\$18,565.00	\$ 83.00	\$19,505.00	\$ 87.00	\$20,445.00	\$ 20.925.00	\$4,918.38	\$ 20.925.00	\$4,918.38	\$ 20.925.00	\$4,918.38
TOTAL PROJECT BID				\$0.00	\$19,765.00		\$20,105.00		\$20,925.00		\$21,687.00		\$21,687.00		\$21,687.00
<p>Gray Box denotes mathematical error by Contractor</p> <p>I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON February 20, 2019</p> <p>BY: </p>															

FILE
CITY OF OTTUMWA
2019 FEB 23 AM 8:28
Staff Summary
CITY OF OTTUMWA
** ACTION ITEM **

Council Meeting of: March 5, 2019

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Award the Contract for the 2019 RFP #4 Montagne Lane Pavement and authorizing the Mayor to sign the Contract.

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

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

RECOMMENDATION: Award the Contract to McClure and Co. Concrete in the amount of \$6,110.00 and authorized the Mayor to sign the Contract.

DISCUSSION: The City of Ottumwa installed a new Culvert under Montagne Lane. The project was a two-phase approach. Phase I was the installation of a 54" RCP culvert. Phase II is for installation of the road surface which consists of 8" PCC pavement.

Bids were received and opened by the City of Ottumwa on February 20, 2019 at 2:00 p.m. Five (5) sets of plans were distributed and four (4) bids were received. The low bidder is McClure & Co. Concrete of Floris, Iowa in the amount of \$6,110.00.

Bid Tab and Plan Holders List are attached.

54" RCP: \$37,856.00

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 5th day March, 2019 by and between the CITY OF OTTUMWA, IA herein after called the "OWNER" and McClure and Co. Concrete of Floris, Iowa herein after called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL FOR THE **MONTAGUE LANE PAVEMENT** as stated in the attached **RFP #4**. **RFP #4** and the signed proposal are included as part of this contract.

In the following location to wit; **On Montague Lane, between Milner Street and Ferry Street, over the newly installed culvert.**

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

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

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

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

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

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in **RFP #4**. Said payment to be made upon presentation of an invoice for aforesaid improvement. A certificate of insurance for liability, bodily injury, and property damage satisfactory to the Owner in the amount of \$300,000 for each person bodily injury and \$1,000,000 per occurrence of or aggregate limit, or \$1,000,000 combined single limit. The Owner must be included as an additional insured to the certificate of insurance. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

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

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

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

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

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

CITY OF OTTUMWA

Thomas X. Lazio
Thomas X. Lazio, Mayor

ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk



CONTRACTOR

McClure & Co Concrete
Company Name

[Signature]
Representative Signature

12010 ROSE AVE
Company Address

Floris, IA 52560
City, State, Zip

REQUEST FOR PROPOSAL
2019 RFP #4 Montague Lane Pavement

The City of Ottumwa, Iowa is accepting proposals to replace an 8" Portland Cement Concrete Street on Montague Lane over the newly installed culvert.

The City of Ottumwa installed a new Culvert under Montague Lane. This contract is to replace the street removed to install that culvert. The only pavement removal will be the sawcut edge required for a clean edge to butt up to.

Contractor is responsible for sawcutting and removing a clean edge from the existing slab, excavating, removal and disposal of existing road stone, placing and finishing an 8" PCC patch, control joint sawcutting and restoration of the site. **All material, labor, equipment, mobilization, traffic control, traffic control maintenance, seeding and fertilizing to be incidental to the bid items. All work shall comply with SUDAS specifications.**

Montague Lane Pavement

- 1.) Bid Item #1 is for 8" PCC Pavement. Bid price shall include all saw cutting, removal of pavement required for a clean edge, excavation, cold weather provisions if necessary, placing and finishing approximately 60 SY of 8" PCC on 6" of compacted 3/4" road stone. PCC shall be Class C-3WR, and shall be placed per SUDAS specifications. Refer to SUDAS specification 7040.101 and 7040.102 for full depth PCC patching and dowel placement. Refer to PV-101 for joint details. All joints shall be blown out and sealed with an approved sealant. Smoothness of pavement shall not exceed 1/8" in 10' per SUDAS specifications. There will be no curb & gutter associated with this patch.

The existing exposed street surface has been rocked. Winning bidder will have to excavate the rock to place the 8" PCC Pavement. The excavated rock may be used for subbase as needed. Contractor is responsible for any excess or shortfall of material.

Contractor shall be responsible for backfilling, site restoration, seeding and fertilizing. All material, labor and equipment necessary to complete the bid items shall be considered incidental.

Bit Item includes sawcutting. *It is critical that control joints be sawcut paralleling the Culvert and excavation.*

This contract will require City Council action. Council action is anticipated on March 5, 2019. This project shall be completed by July 1, 2019.

Montague Lane Pavement

Bid Items:

	QTY	UNIT	PRICE EXTENSION	
1.) 8" PCC Pavement	65	SY	\$ _____	\$ _____
			TOTAL	\$ _____

* This quantity is estimated for bidding purposes only. Owner reserves the right to increase or decrease actual quantity as needed during construction. No adjustment in unit price will be made due to a variance in quantity. *Payment will be made based on actual quantities completed.*

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

Contractor shall be responsible to visit jobsite and become familiar with the scope of work prior to bid letting. **Sealed Bids shall be submitted** to the City Clerk 105 E. 3rd Street, Ottumwa, Iowa 52501, **by 2:00 p.m. on February 20, 2019** and clearly labeled **RFP #4 MONTAGUE LANE PAVEMENT**. Bid opening to be held at 2:00 p.m. on **February 20, 2019**.

If there are any questions regarding bid proposal, please contact Chad Carlson, City of Ottumwa Public Works Department at (641) 684-2180 from 8:00 a.m. to 3:30 p.m. Monday through Friday.

Contract Attached

ENGINEERING DEPARTMENT
CITY OF OTTUMWA, IOWA

PROPOSAL FOR: **MONTAGUE LANE CONCRETE.**

Date
TO WHOM IT MAY CONCERN:

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

<u>Montague Lane Pavement</u>	QTY	UNIT	PRICE	EXTENSION
Bid Items:				
1.) 8" PCC Pavement	65	SY	\$ _____	\$ _____
			TOTAL	\$ _____

APPROXIMATE START DATE
NONE

WARRANTY, (Specify)

All work shall be completed on or before **July 1, 2019**. A \$200.00 per day penalty may be assessed for failure to complete this project in the allocated time. The City shall also reserve the right to void the contract and award it to the next lowest responsible bidder, if the undersigned has not started the work by the start date.

TIME REQUIRED

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

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

Name of Company

Phone Number

By _____
Authorized Signature

Date



Project Location



65TH ST

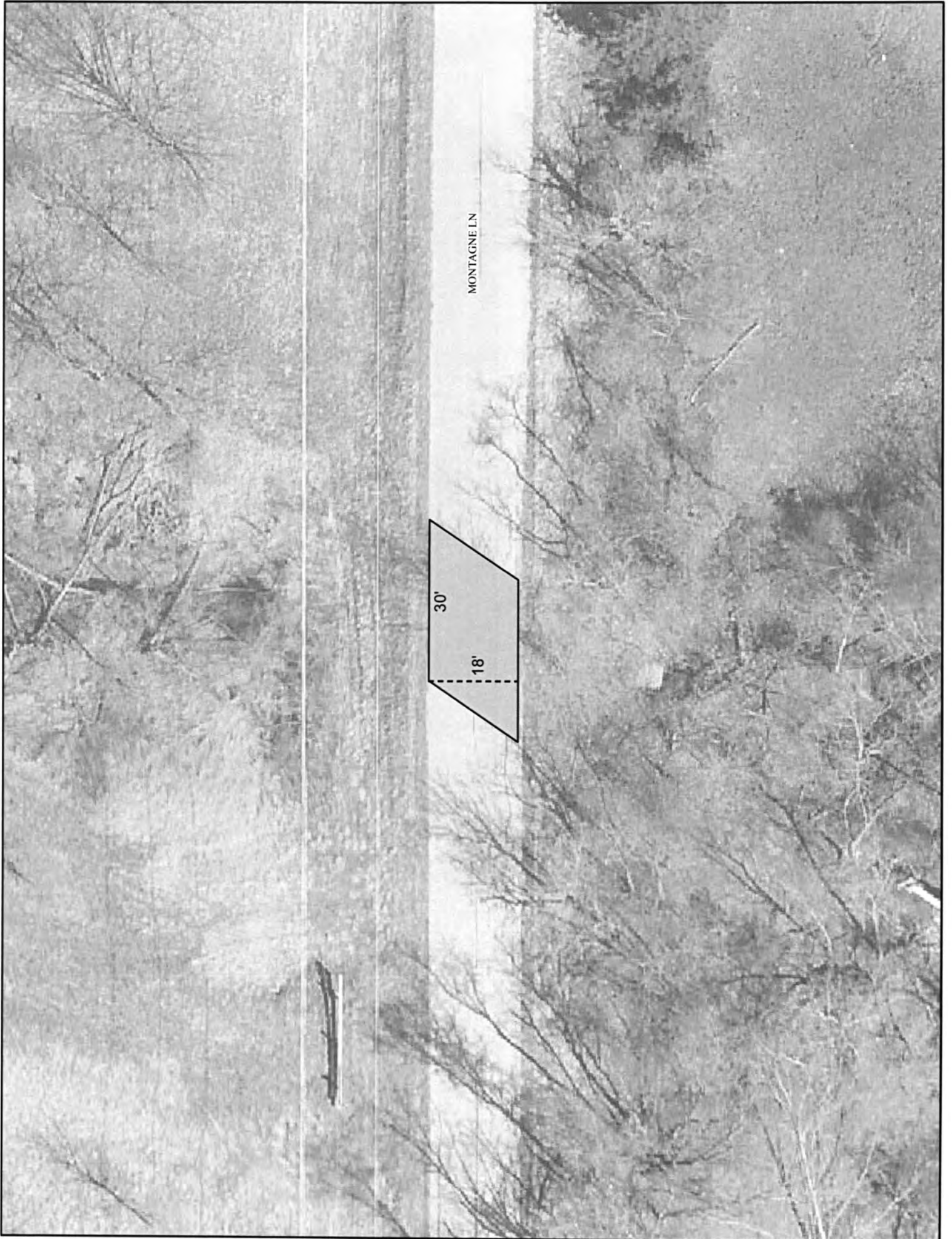
MILNER ST

MONTAGNE LN

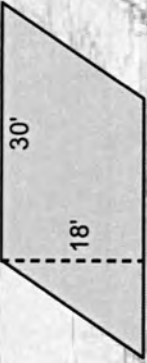
INGERSOLL ST

S FERRY ST

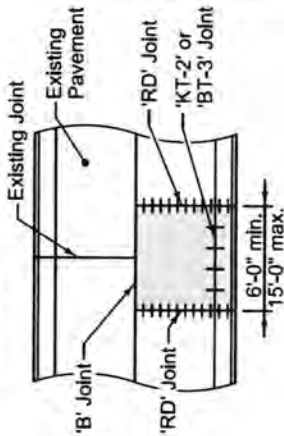
MONTAGNE LN



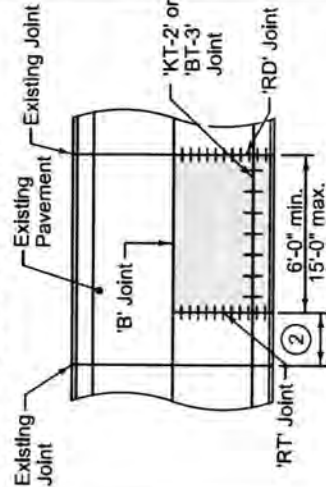
MONTAGNE LN



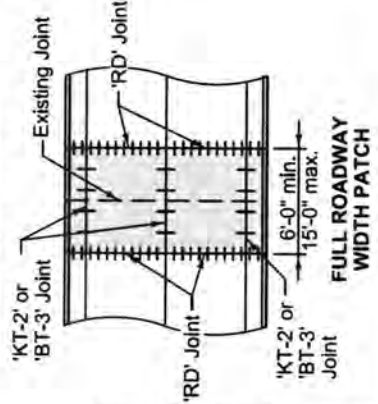
GUTTERLINE JOINTING



ONE PANEL WIDTH PATCH WITH OPPOSING JOINT

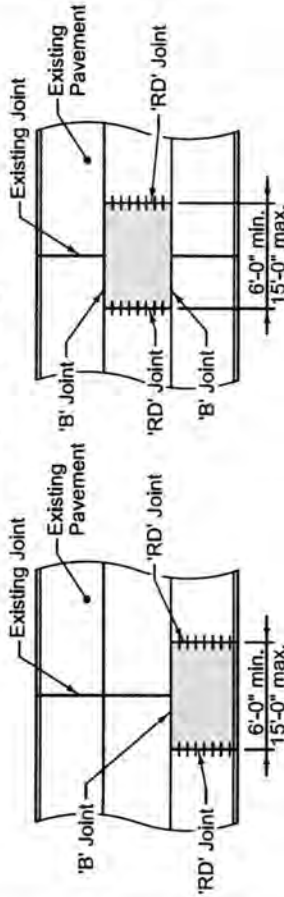


ONE PANEL WIDTH PATCH NO OPPOSING JOINT

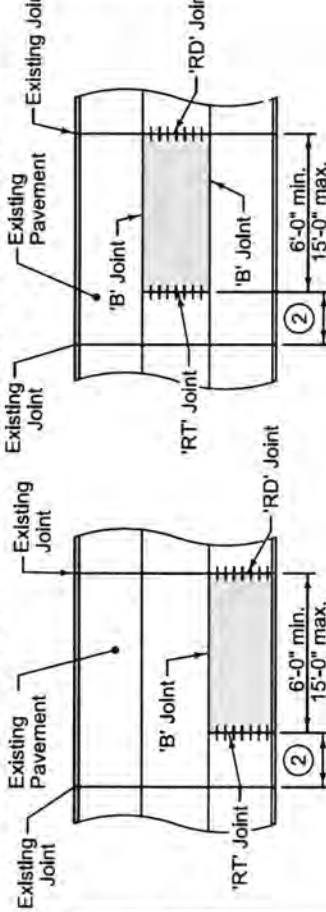


FULL ROADWAY WIDTH PATCH

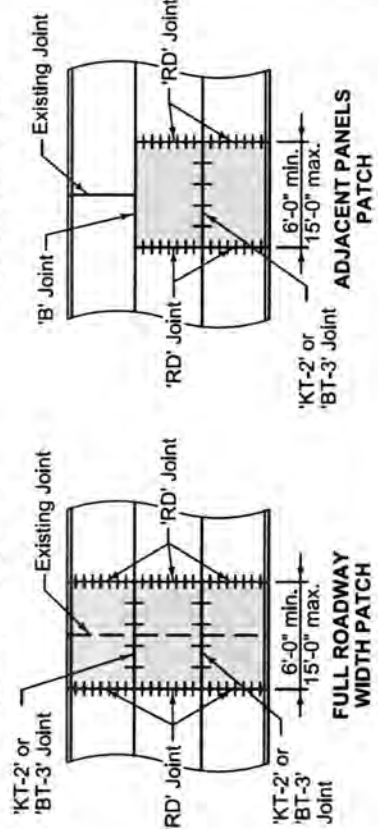
THIRD POINT JOINTING



OUTSIDE PANEL PATCH WITH OPPOSING JOINT



OUTSIDE PANEL PATCH NO OPPOSING JOINT

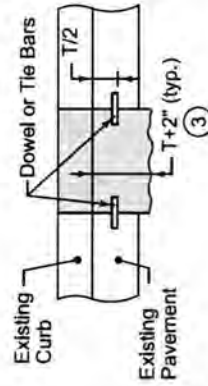


ADJACENT PANELS PATCH

①

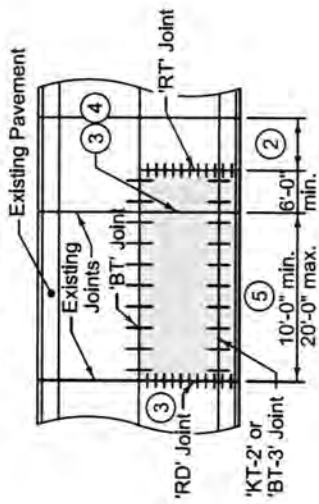
- ① Patches on roadways with quarter point jointing will be similar to third point jointing details.
- ② Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.
- ③ If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.

LONGITUDINAL SECTION THRU PCC PATCH

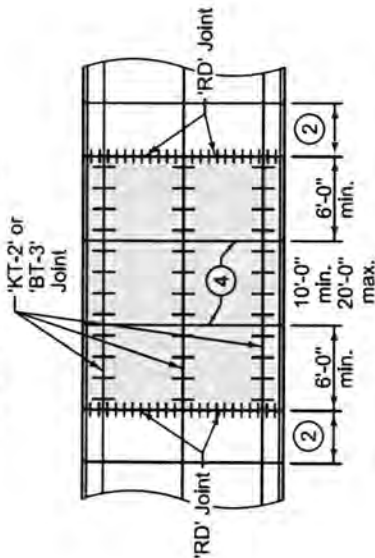


	REVISION 2 10-13-17
	7040.101 SHEET 1 OF 1
SUDAS Standard Specifications	
FULL DEPTH PCC PATCHES LESS THAN OR EQUAL TO 15' LONG	

GUTTERLINE JOINTING

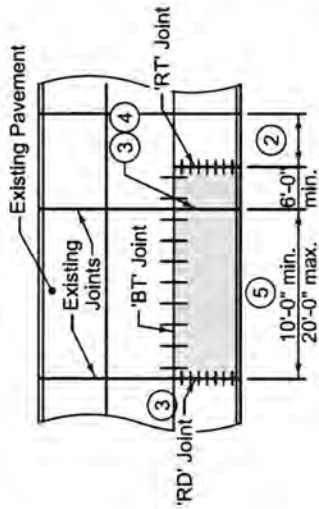


ONE PANEL WIDTH PATCH

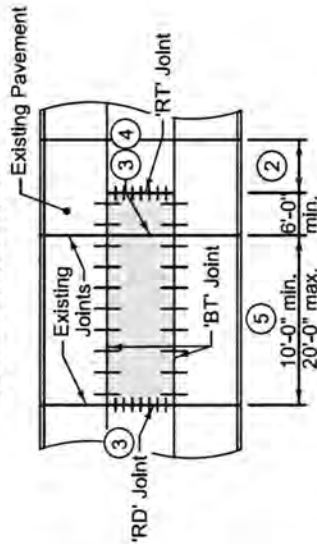


FULL ROADWAY WIDTH PATCH

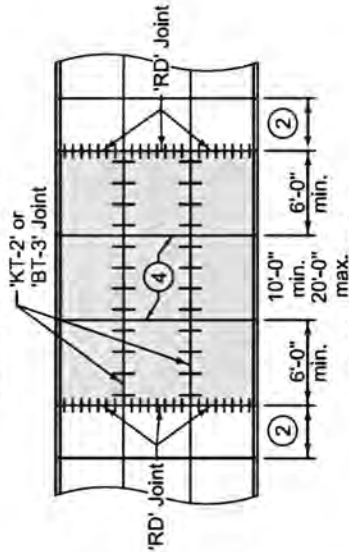
THIRD POINT JOINTING



OUTSIDE PANEL PATCH



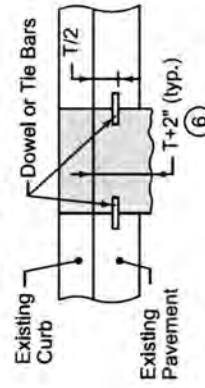
CENTER PANEL PATCH



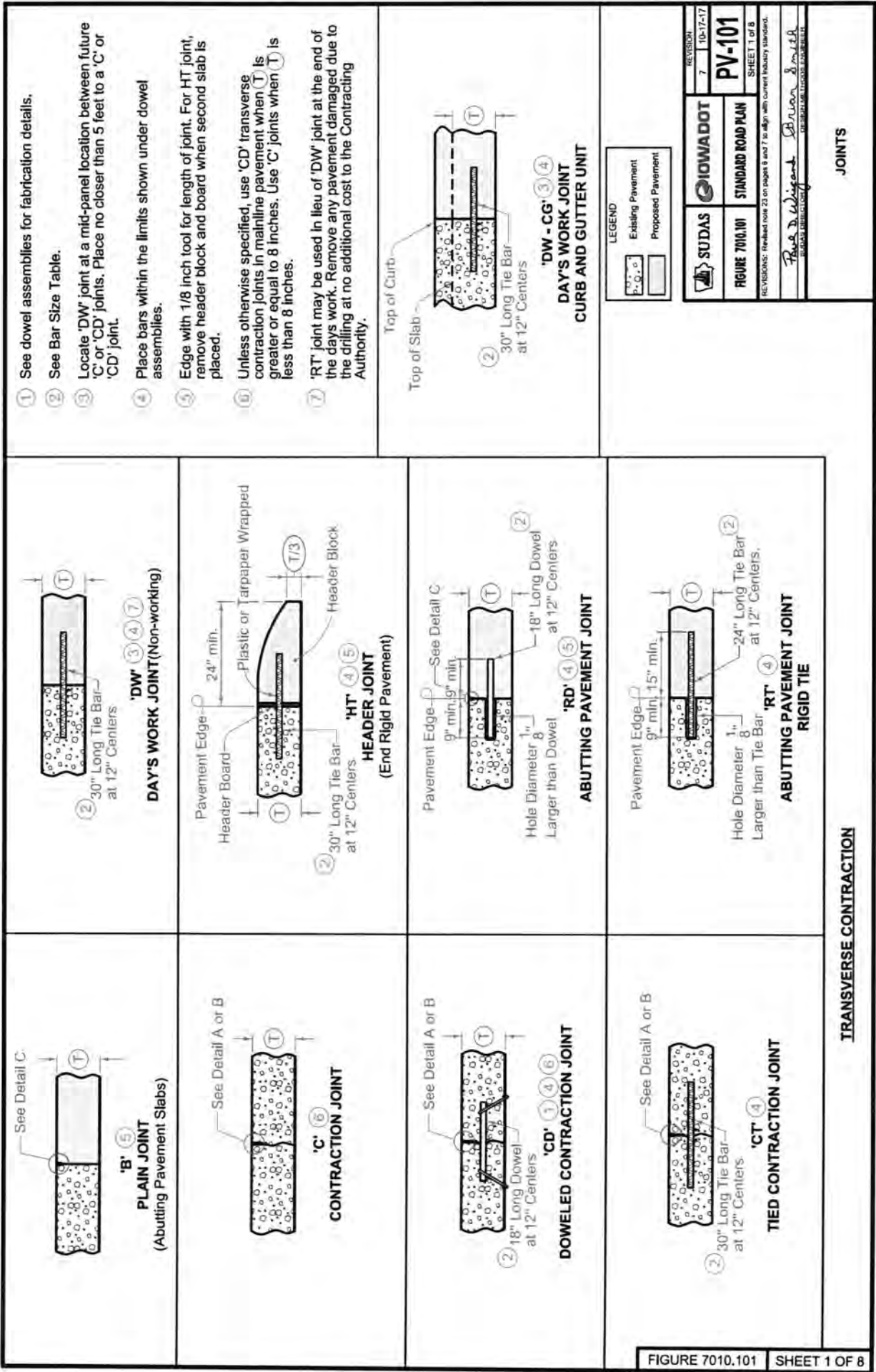
FULL ROADWAY WIDTH PATCH

- ① Patches on roadways with quarter point jointing will be similar to third point jointing details.
- ② Minimum distance between existing joint and patch is 6 feet. If distance is less than 6 feet, extend patch to existing joint.
- ③ Match existing joint type and locations.
- ④ 'C' joint unless 'CD' joint is specified.
- ⑤ If existing joint spacing is greater than 20 feet, add a 'CT' joint at mid-panel.
- ⑥ If subgrade or subbase material is required below patch, bring material to a level 2 inches below bottom of existing pavement.

LONGITUDINAL SECTION THRU PCC PATCH



	REVISION 3 10-17-17
	7040.102 SHEET 1 of 1
SUDAS Standard Specifications	
FULL DEPTH PCC PATCHES GREATER THAN 15' LONG	



- ① See dowel assemblies for fabrication details.
- ② See Bar Size Table.
- ③ Locate 'DW' joint at a mid-panel location between future 'C' or 'CD' joints. Place no closer than 5 feet to a 'C' or 'CD' joint.
- ④ Place bars within the limits shown under dowel assemblies.
- ⑤ Edge with 1/8 inch tool for length of joint. For HT joint, remove header block and board when second slab is placed.
- ⑥ Unless otherwise specified, use 'CD' transverse contraction joints in mainline pavement when T is greater or equal to 8 inches. Use 'C' joints when T is less than 8 inches.
- ⑦ 'RT' joint may be used in lieu of 'DW' joint at the end of the days work. Remove any pavement damaged due to the drilling at no additional cost to the Contracting Authority.

LEGEND

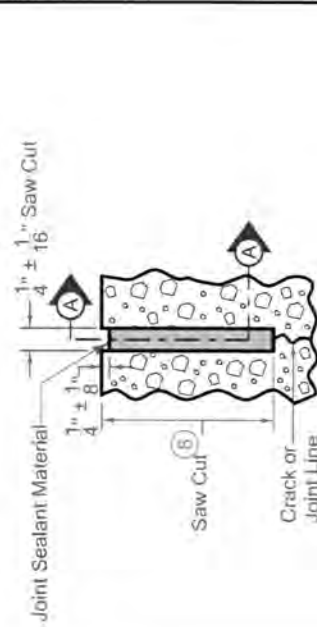
	Existing Pavement
	Proposed Pavement

		REVISION
		7 10-17-17
FIGURE 7010.101	STANDARD ROAD PLAN	PV-101
REVISIONS: Revised from 23 on pages 6 and 7 to align with current industry standard.		SHEET 1 of 8
Paul D. Wiegand, Director		3/2/18
IOWA DEPARTMENT OF TRANSPORTATION		
JOINTS		

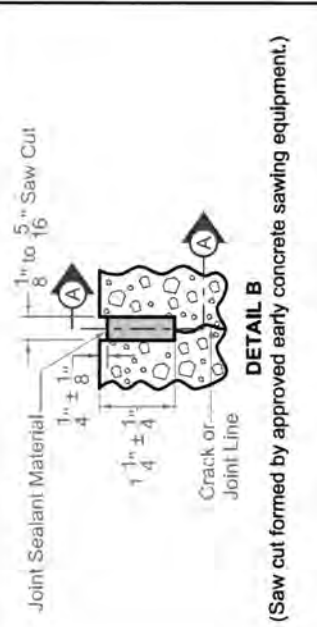
TRANSVERSE CONTRACTION

8 Saw 'CD' joint to a depth of $T/3 \pm 1/4"$; saw 'C' joint to a depth of $T/4 \pm 1/4"$.

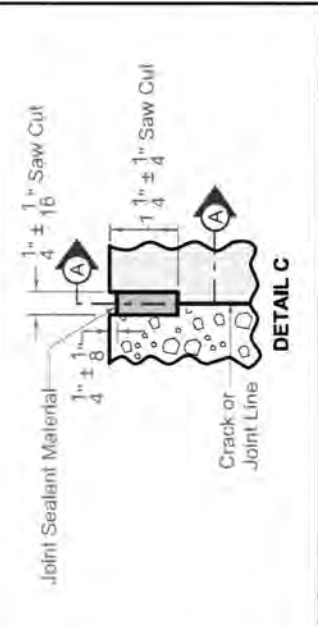
9 When tying into old pavement, (T) represents the depth of sound PCC.



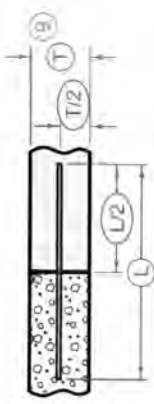
DETAIL A
(Saw cut formed by conventional concrete sawing equipment.)



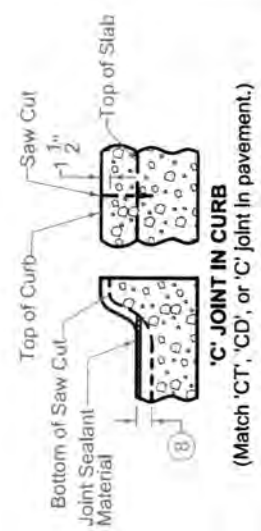
DETAIL B
(Saw cut formed by approved early concrete sawing equipment.)



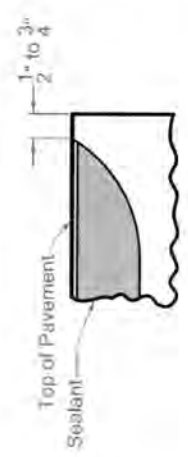
DETAIL C



BAR PLACEMENT
(Applies to all joints unless otherwise detailed.)



'C' JOINT IN CURB
(Match 'CT', 'CD', or 'C' joint in pavement.)



SECTION A-A
(Detail at Edge of Pavement)

BAR SIZE TABLE		
(T)	Dowel Diameter	Tie Bar Size
< 8"	$\frac{3}{4}$ "	#6
$\geq 8"$ but < 10"	$1\frac{1}{4}$ "	#10
$\geq 10"$	$1\frac{1}{2}$ "	#11

LEGEND

Existing Pavement

Proposed Pavement

SUDAS **IOWADOT**

FIGURE 7010.101 **STANDARD ROAD PLAN**

REVISIONS: Revised from 23 in pages 6 and 7 to align with current industry standard.

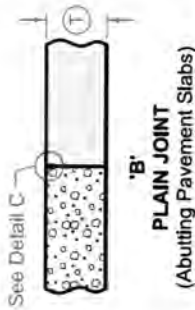
REVISION 7 10-17-17

PV-101

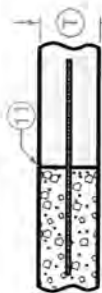
SHEET 2 OF 8

Paul D. Wiegand, Project Engineer

JOINTS

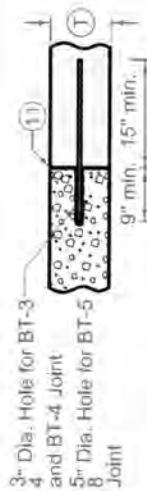


'B'
PLAIN JOINT
(Abutting Pavement Slabs)



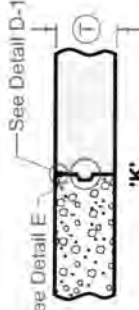
'BT'
ABUTTING PAVEMENT JOINT - RIGID TIE

Joint	Bars	Bar Length and Spacing
'BT-1'	#4	36" Long at 30" Centers
'BT-2'	#5	36" Long at 30" Centers

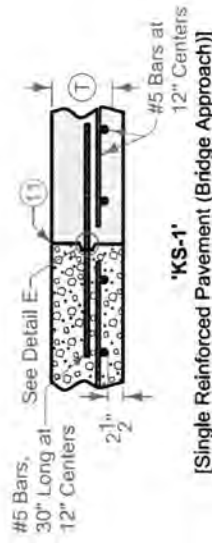


'BT'
ABUTTING PAVEMENT JOINT - RIGID TIE (Drilled)

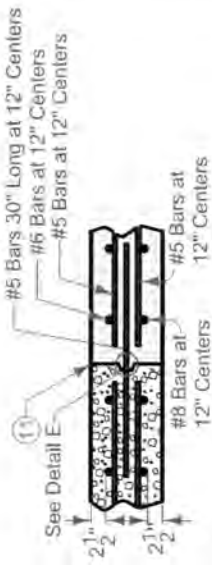
Joint	Bars	Bar Length and Spacing
'BT-5'	#4	24" Long at 30" Centers
'BT-3'	#5	24" Long at 30" Centers
'BT-4'		24" Long at 15" Centers



'K'
KEYED JOINT FOR ADJACENT SLABS
(Where T is 8" or more)



'KS-1'
[Single Reinforced Pavement (Bridge Approach)]



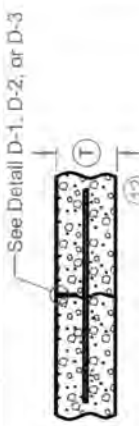
'KS-2'
[Double Reinforced Pavement (Bridge Approach)]



'KT'
ABUTTING PAVEMENT JOINT - KEYWAY TIE

Joint	Bars	Bar Length and Spacing
'KT-1'	#4	30" Long at 30" Centers
'KT-2'	#5	30" Long at 30" Centers
'KT-3'		30" Long at 15" Centers

- (10) Bar supports may be necessary for fixed form paving to ensure the bar remains in a horizontal position in the plastic concrete.
- (11) Sawing or sealing of joint not required.
- (12) The following joints are interchangeable, subject to the pouring sequence:
'BT-1', 'L-1', and 'KT-1'
'KT-2' and 'L-2'
'KT-3' and 'L-3'



'L'
CONTRACTION JOINT

Joint	Bars	Bar Length and Spacing
'L-1'	#4	36" Long at 30" Centers
'L-2'	#5	36" Long at 30" Centers
'L-3'		36" Long at 15" Centers

LEGEND

Existing Pavement

Proposed Pavement

SUDAS **IOWA DOT**

FIGURE 7010.101 **STANDARD ROAD PLAN**

REVISION: 7 10-17-17

PV-101

SHEET 3 of 8

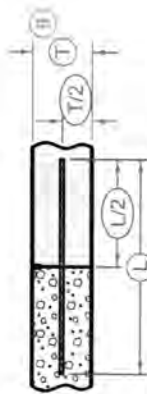
REVISIONS: Referenced notes 22 on pages 6 and 7 to align with current industry standard.

Prepared by: *[Signature]* 8/1/18

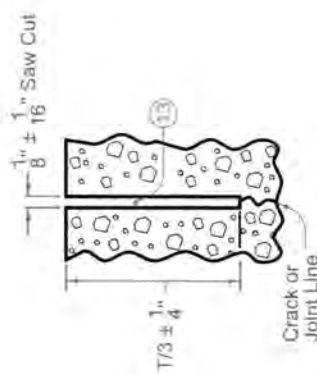
Checked by: *[Signature]* 8/1/18

DATE: 8/1/18

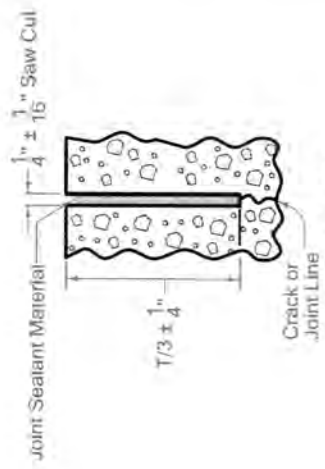
JOINTS



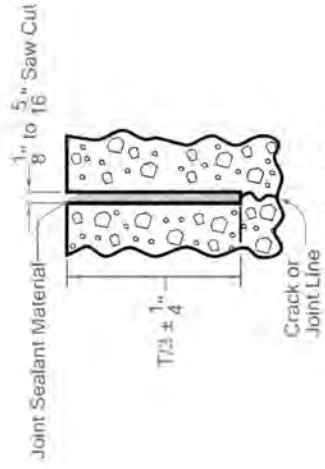
TIE BAR PLACEMENT
(Applies to all joints unless otherwise detailed.)



DETAIL D-1
(Required when specified in the contract documents.)

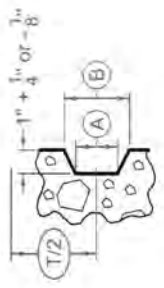


DETAIL D-2
(Required when the Department of Transportation is not the Contracting Authority, or when specified in the contract documents)



DETAIL D-3
(Required when the Department of Transportation is the Contracting Authority, or when specified in the contract documents)

- ③ When tying into old pavement, \textcircled{T} represents the depth of sound PCC.
- ⑬ Sealant or cleaning not required.



DETAIL E

KEYWAY DIMENSIONS		
Keyway Type	Pavement Thickness \textcircled{T}	\textcircled{A} \textcircled{B}
Standard	8" or greater	$1\frac{3}{4}$ $2\frac{3}{4}$
Narrow	Less than 8"	1" 2"

LEGEND

\textcircled{U} Existing Pavement

\textcircled{P} Proposed Pavement

STUDAS **OWADOT** **REVISION** 7 10-17-17

FIGURE 7010.101 **STANDARD ROAD PLAN** **PV-101** SHEET 4 OF 8

REVISIONS: Refer to notes 23 on pages 6 and 7 to align with current industry standard.

Paul D. Wiegand *BRUNN & J.P.P.*

SEALANT APPLICATION SPECIALIST

JOINTS

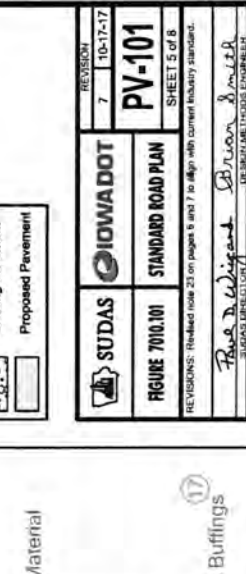
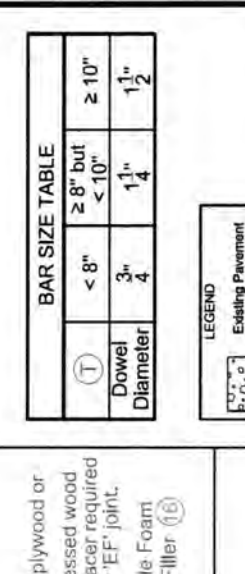
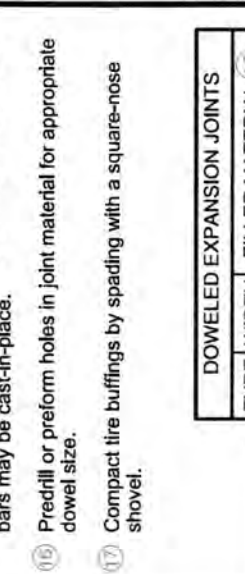
2 See Bar Size Table.

14 Edge with 1/4 inch tool for length of joint indicated if formed; edging not required when cut with diamond blade saw.

15 See Dowel Assemblies for fabrication details and placement limits. Coat the free end of dowel bar to prevent bond with pavement. At intake locations, dowel bars may be cast-in-place.

16 Predrill or preform holes in joint material for appropriate dowel size.

17 Compact tire buffings by spading with a square-nose shovel.

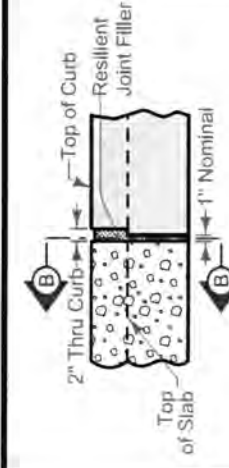
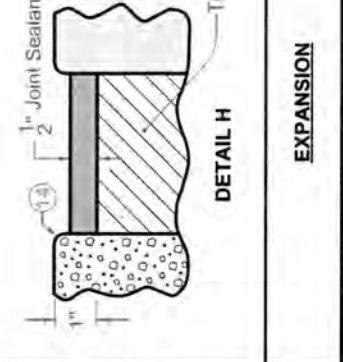
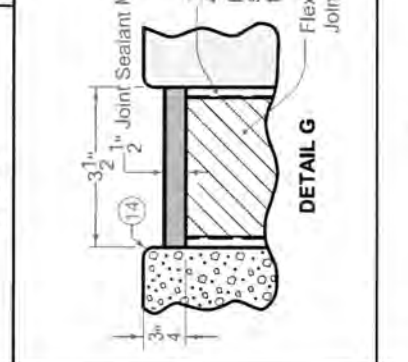
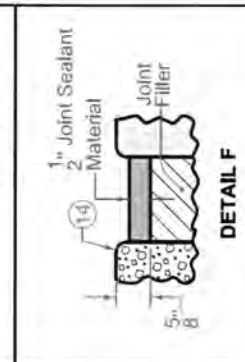
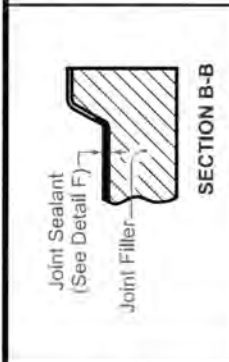


DOWELED EXPANSION JOINTS	
TYPE	FILLER MATERIAL (16)
ED	1" Resilient (Detail F)
EE	2" Flexible Foam (Detail F)
EF	3 1/2" Flexible Foam (Detail G)

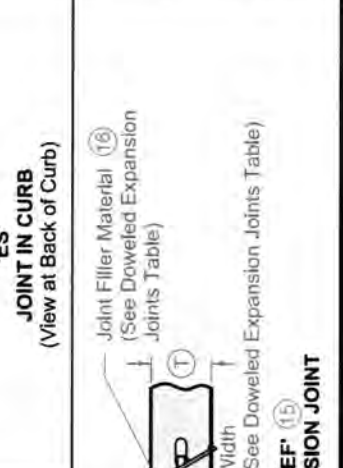
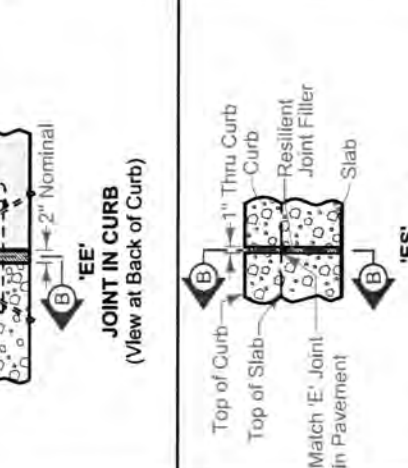
BAR SIZE TABLE	
Dowel Diameter	Bar Size
< 8"	3/4
≥ 8" but < 10"	1 1/4
≥ 10"	1 1/2



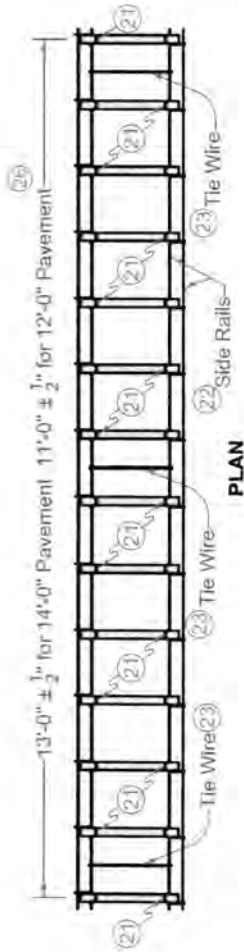
SUDAS	IOWA DOT	REVISION 7 10-7-17
FIGURE 7010.101	STANDARD ROAD PLAN	PV-101
REVISIONS: (checked note 25 on pages 6 and 7 to align with current industry standard.)		SHEET 5 OF 8
<i>Paul D. Edgington</i> PROJECT MANAGER		<i>John R. ...</i> DESIGNER



TYPE	WIDTH
CF-1	2"
CF-2	2 1/2"
CF-3	3"
CF-4	3 1/2"



CONTRACTION JOINTS

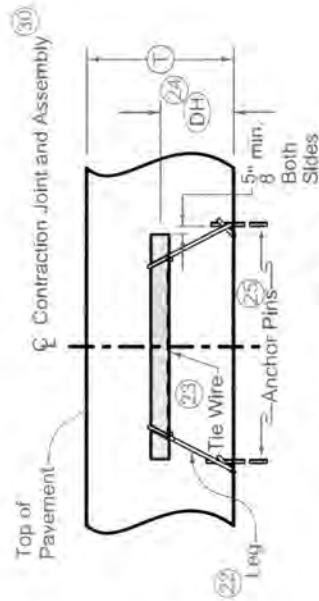


PLAN

Spaces between dowel bars are nominal dimensions with a 1/4" allowable tolerance.



ELEVATION



LONGITUDINAL SECTION

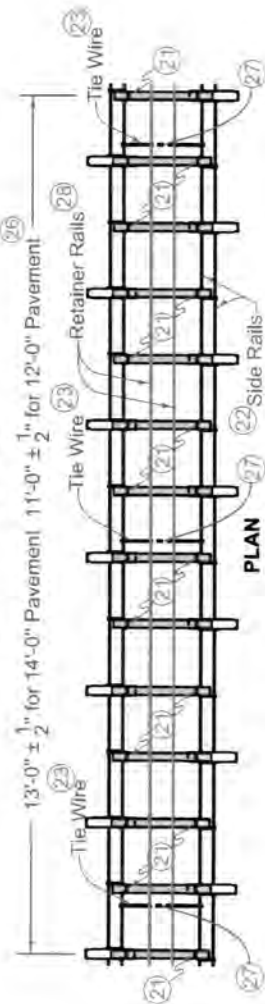
DOWEL ASSEMBLIES (18) (19) (21)

- (18) Use 18 inch long dowel bars with a tolerance of $\pm 1/8$ inch. Ensure the centerlines of individual dowels are parallel to the other dowels in the assembly within $\pm 1/8$ inch.
- (19) Use wires with a minimum tensile strength of 50 ksi.
- (20) Details apply to both transverse contraction and expansion joints.
- (21) Weld alternately throughout.
- (22) 0.306 inch diameter wire. Wire sizes shown are the minimum required.
- (23) Maximum 0.177 inch diameter wire, welded or friction fit to upper side rail, both sides.
- (24) Measured from the centerline of dowel bar to bottom of lower side rail + 1/4 inch.
- (25) Per lane width, install a minimum of 8 anchor pins evenly spaced (4 per side), to prevent movement of assembly during construction. Anchor assemblies placed on pavement or PCC base with devices approved by the Engineer.
- (26) If dowel basket assemblies are required for curbed pavements, the assembly length is based on the jointing layout. See PV-101, sheet 8.
- (30) Ensure dowel basket assembly centerline is within 2 inches of the intended joint location longitudinally and has no more than 1/4 inch horizontal skew from end of basket to end of basket.

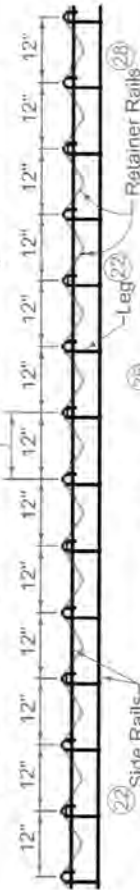
(T)	(DH) (24)	Diameter
7" to 7 1/2"	3 1/2"	3/4"
8" to 9 1/2"	4 1/4"	1 1/4"
10" to 11 1/2"	5 1/4"	1 1/2"
12" to 13"	6 1/4"	1 1/2"

		REVISION
		7 10-17-17
REVISIONS: Rechecked rows 23 on pages 6 and 7 to align with current industry standard.		SHEET 6 OF 8
Paul D. Wiegand PROJECT MANAGER		Brian S. Miller PROJECT MANAGER
JOINTS		

EXPANSION JOINTS



Spaces between dowel bars are nominal dimensions with a 1/8" allowable tolerance.



ELEVATION



SECTION THRU EXPANSION JOINT

Joint Type	JOINT OPENING AND EXPANSION TUBE EXTENSION	
	(X)	Minimum Tube Length
"ED"	1"	6"
"EE"	2"	7"
"EF"	3 1/2"	9"

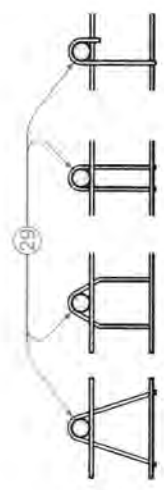
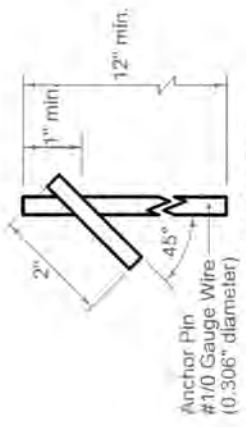
DOWEL HEIGHT AND DIAMETER	
(T)	(DH)(24) Diameter
7" to 7 1/2"	3 1/2" 3/4"
8" to 9 1/2"	4 1/4" 1 1/4"
10" to 11 1/2"	5 1/4" 1 1/2"
12" to 13"	6 1/4" 1 1/2"

- (18) Use 18 inch long dowel bars with a tolerance of ± 1/8 inch. Ensure the centerlines of individual dowels are parallel to the other dowels in the assembly within ± 1/8 inch.
- (19) Use wires with a minimum tensile strength of 50 ksi.
- (20) Details apply to both transverse contraction and expansion joints.
- (21) Weld alternately throughout.
- (22) 0.306 inch diameter wire. Wire sizes shown are the minimum required.
- (23) Maximum 0.177 inch diameter wire, welded or friction fit to upper side rail, both sides.
- (24) Measured from the centerline of dowel bar to bottom of lower side rail + 1/4 inch.
- (25) Per lane width, install a minimum of 8 anchor pins evenly spaced (4 per side), to prevent movement of assembly during construction. Anchor assemblies placed on pavement or PCC base with devices approved by the Engineer.
- (26) If dowel basket assemblies are required for curbed pavements, the assembly length is based on the jointing layout. See PV-101, sheet 8.
- (27) Clip and remove center portion of tie during field assembly.
- (28) 1/4 inch diameter wire.
- (29) Ensure dowel basket assembly centerline is within 2 inches of the intended joint location longitudinally and has no more than 1/4 inch horizontal skew from end of basket to end of basket.

SUDAS	IOWADOT	REVISION	7	10-7-17
		FIGURE 7010.101	STANDARD ROAD PLAN	PV-101
REVISIONS: Revised from 23 on pages 6 and 7 to align with current facility standard.				
Prepared by: <i>Paul D. Wiegand</i> Checked by: <i>BRUNN</i> IOWA DEPARTMENT OF TRANSPORTATION				
JOINTS				

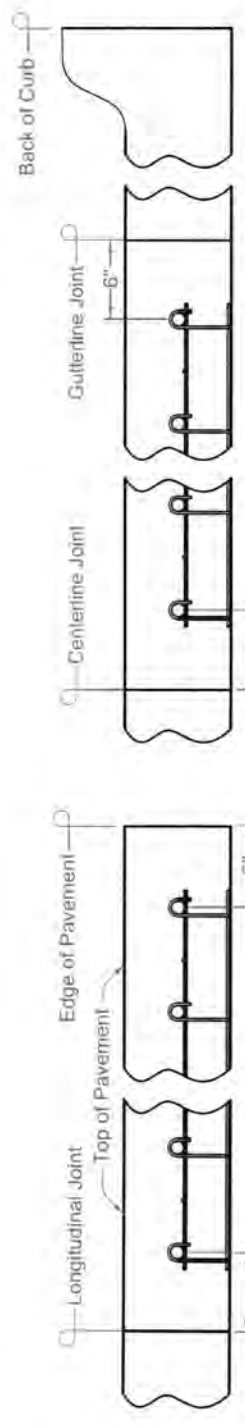
(18) (19) (20)

- 13 Use 18 inch long dowel bars with a tolerance of $\pm 1/8$ inch. Ensure the centerlines of individual dowels are parallel to the other dowels in the assembly within $\pm 1/8$ inch.
- 19 Use wires with a minimum tensile strength of 50 ksi.
- 20 Details apply to both transverse contraction and expansion joints.
- 20 Diameter of bend around dowel is dowel diameter + $1/8$ to $3/16$ inches.
- 31 For uniform lane widths: 3" - 6". For taper and variable width pavements: 3" - 12".



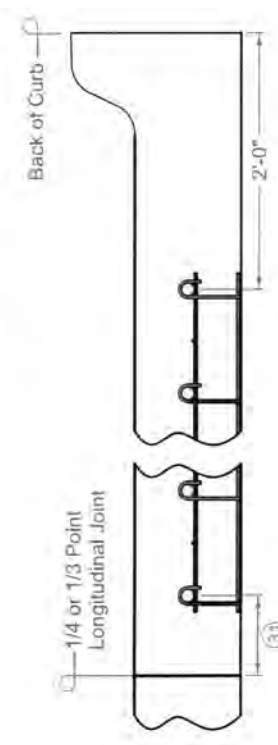
OPTIONAL LEG SHAPES

ANCHOR PIN



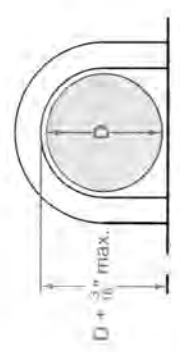
PLACEMENT LIMITS (Rural Section)

PLACEMENT LIMITS (Curb and Gutter - Gutterline Joining)



BEND AROUND DOWEL

PLACEMENT LIMITS (Curb and Gutter - 1/4 or 1/3 Point Joining)



DOWEL ASSEMBLIES

SUDAS	IOWADOT	REVISION
		7 10-17-17
FIGURE 7010.101	STANDARD ROAD PLAN	PV-101
REVISIONS: Related to pages 6 and 7 to align with current history standard.		SHEET 8 OF 8
Paul D. Ludwig		Brian J. Smith
SUDAS ENGINEERING		DESIGNER/INTEGRATOR

BID TABULATION FOR		2019 RFP #4 - Montagne Lane Concrete		2/20/2019															
ITEM	DESCRIPTION	UNIT	QTY	ESTIMATE		McClure & Co Concrete		Turner Concrete		Christy Construction		DC Concrete & Const.							
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION						
1	8" PCC Pavement	SY	65	\$0.00	\$0.00	\$ 94.00	\$6,110.00	\$ 125.00	\$8,125.00	\$ 138.00	\$ 8,970.00	\$ 180.00	\$ 11,700.00						
	TOTAL PROJECT BID			\$0.00	\$0.00		\$6,110.00		\$8,125.00		\$8,970.00		\$11,700.00						
<p>Gray Box denotes mathematical error by Contractor</p> <p>I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON February 20, 2019 BY: <i>Phil Byrner</i></p>																			

2019 FEB 20 AM 11:27

City of Ottumwa

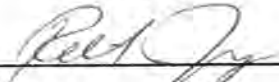
Staff Summary

Council Meeting of: March 5, 2019

Item No. _____

Robert Jay

Prepared By



Dept. Head

Finance Department

Department



City Administrator

Agenda Title: Public Hearing on the Proposed Adoption of the 2020 City Budget

.....
Purpose: The City Council is required to hold a public hearing on the proposed City Budget prior to adoption and certification to the County Auditor, which will be delivered prior to March 15, 2019.

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

Discussion: The proposed city tax levy is increasing .51 per \$1,000 taxable valuation. Taxable valuation decreased \$16,167,708.00. City property taxes consist of approximately 48% of the total property taxes paid by the City residents. The City increased the Trust & Agency levy \$1.00 and reduced the Debt Service levy .49 cents.

2019 FEB 20 11:27
City of Ottumwa
Staff Summary

Council Meeting of: March 5, 2019

Item No. _____

Finance Department

Department

Robert Jay

Prepared By



Dept. Head



City Administrator

Agenda Title: Resolution 41-2019 Adopting the Annual Budget for the Fiscal Year Ending June 30, 2020.

.....

If this box is checked a public hearing is required.

Purpose: The City Council is required to adopt the City budget for the Fiscal Year ending June 30, 2020 by resolution prior to certification to the County Auditor. The budget will be delivered to the County Auditor prior to March 15, 2019.

Recommendation: Approve Resolution 41-2019.

Discussion: A public hearing has been conducted for citizen comments prior to consideration of this resolution. The tax levy will be \$22.45648 on non-agricultural property and \$3.00375 on agricultural property.

RESOLUTION NO. 41-2019

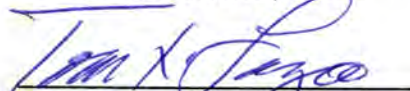
**A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING
JUNE 30, 2020.**

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

The annual budget for fiscal year ending June 30, 2020, as set forth in the Budget Summary Certificate and in the detailed budget in support thereof showing the revenue estimates and appropriation expenditures and allocations to functions and activities for said fiscal year is adopted, and the Director of Finance is directed to make the filings required by law and set up the books in accordance with the summary and details as adopted.

APPROVED, PASSED, AND ADOPTED this 5th day of March 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

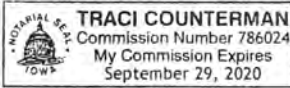
Christina Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA
 WAPELLO COUNTY

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

Budget Hearing
City of Ottumwa hereto attached was
 published in said newspaper for 1 consecutive weeks to-wit: 2/14/19 Subscribed and sworn to
 before me, and in my presence, by the said 14th day of February, 2019



Traci Counterman

Notary Public
 In and for Wapello County

Printer's fee \$91.21

COPY OF ADVERTISEMENT

Form 631.1 Department of Management

NOTICE OF PUBLIC HEARING BUDGET ESTIMATE

FISCAL YEAR BEGINNING JULY 1, 2019 - ENDING JUNE 30, 2020

City of OTTUMWA, Iowa

The City Council will conduct a public hearing on the proposed Budget at CITY HALL
 on 3/5/2019 at 5:30PM
(Date) (month) (year) (hour)

The Budget Estimate Summary of proposed receipts and expenditures is shown below.
 Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,
 City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property \$ 22.45648
 The estimated tax levy rate per \$1000 valuation on Agricultural land is \$ 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part
 of the proposed budget.

641.683.0622 ROBERT P JAY, DIRECTOR OF FINANCE
 phone number City Clerk/Finance Officer's NAME

	Budget FY 2020	Re-estimated FY 2019	Actual FY 2018
	(a)	(b)	(c)
Revenues & Other Financing Sources			
Taxes Levied on Property	1 13,454,303	12,776,480	14,043,222
Less: Uncollected Property Taxes-Lay Year	2 10,000	10,000	0
Net Current Property Taxes	3 13,444,303	12,766,480	14,043,222
Delinquent Property Taxes	4 0	0	6,839
TIF Revenues	5 801,032	826,607	781,931
Other City Taxes	6 4,276,699	4,450,133	4,343,308
Licenses & Permits	7 353,846	273,160	325,864
Use of Money and Property	8 1,116,121	1,016,245	695,286
Intergovernmental	9 8,412,283	15,663,304	6,095,698
Charges for Fees & Service	10 17,497,097	17,145,061	16,812,998
Special Assessments	11 42,000	42,000	14,271
Miscellaneous	12 3,807,900	1,263,600	3,871,385
Other Financing Sources	13 1,050,000	5,590,000	1,642,026
Transfers In	14 13,010,962	13,793,116	14,405,045
Total Revenues and Other Sources	15 63,812,253	72,859,496	62,937,873
Expenditures & Other Financing Uses			
Public Safety	16 9,482,428	9,353,921	8,205,883
Public Works	17 7,802,708	8,154,331	7,650,018
Health and Social Services	18 952,169	943,927	888,233
Culture and Recreation	19 2,466,753	2,881,921	3,056,270
Community and Economic Development	20 536,515	1,492,402	1,971,540
General Government	21 3,228,224	3,293,540	3,045,682
Debt Service	22 4,043,219	3,741,953	4,813,935
Capital Projects	23 13,493,658	14,384,181	5,347,037
Total Government Activities Expenditures	24 41,805,664	44,246,176	34,949,598
Business Type / Enterprises	25 15,315,881	14,032,390	14,946,676
Total ALL Expenditures	26 57,121,545	58,278,566	49,896,173
Transfers Out	27 13,010,962	13,793,116	14,405,045
Total ALL Expenditures/Transfers Out	28 70,132,507	72,071,682	64,301,218
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29 -6,320,254	787,814	-1,363,345
Beginning Fund Balance July 1	30 36,980,042	36,192,228	37,565,573
Ending Fund Balance June 30	31 30,659,788	36,980,042	36,192,228

FY19/20
 Budget PH

620-6402

CITY OF OTTUMWA
2019 FEB 28 AM 8:28
Staff Summary

** ACTION ITEM **

Council Meeting of: March 5, 2019

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #24-2019. Approving Change Order #2 for the Wapello Street and Albia Road Roundabout 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 #24-2019.

DISCUSSION: Change Order #2 accounts for all change orders done to open Phase II during winter shutdown.

Contract Summary is as follows:

Base Contract	\$765,858.93
Change Order #1	\$ 4,067.41
Change Order #2	<u>\$ 5,694.15</u>
New Contract Amount	\$775,620.49

**Section 640
CHANGE ORDER**

Project: North Ferry at Albia Rd. Roundabout To Contractor: Drish Construction

Change Order Number: 2

The Contract is changed as follows:
Cold weather concrete - 339 SY @ \$14.85/SY
Traffic control changes to open until Spring

DATE
\$5,034.15
\$660.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

Total: \$5,694.15

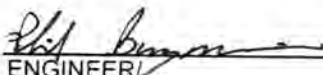
Base bid amount \$765,858.93

NEW PROJECT TOTAL \$775,620.49

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

The Original Contract Sum was	<u>\$765,858.93</u>
Net change by previously authorized Change Orders	<u>\$4,067.41</u>
The Contract Sum prior to this change order	<u>\$769,926.34</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$5,694.15</u>
The new Contract Sum including this change order	<u>\$775,620.49</u>
The Contract Time will be <u>unchanged</u> by	<u>0</u> days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.


ENGINEER
DIRECTOR OF PUBLIC WORKS

02-06-2019
DATE

Drish Construction
CONTRACTOR

2-6-19
DATE


BY

Project Manager
TITLE

RESOLUTION 24-2019

A RESOLUTION APPROVING CHANGE ORDER #2 FOR
WAPELLO STREET AND ALBIA ROAD ROUNDABOUT PROJECT

WHEREAS, Change Order #1 increases the contract amount by \$4,067.41; and

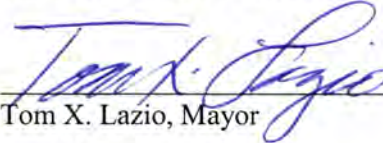
WHEREAS, Changer Order #2 increase the contract amount by \$5,694.15; and

WHEREAS, The total new contract sum is \$775,620.49.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: Change Order #2 for the Wapello Street and Albia Road Roundabout Project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 5th day of March, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



FILE
2019 FEB 26 PM 2:41
CITY
OTTAWA

City of Ottumwa

Staff Summary


Council Meeting of: March 5, 2019

Item No. _____

Finance Department
Department



City Administrator

Robert Jay
Prepared By


Dept. Head

Agenda Title: Resolution No. 42-2019 Directing Sale of \$5,665,000 (Subject To Adjustment Per Terms Of Offering) General Obligation Bonds, Series 2019A.



Purpose: Resolution No. 42-2019 Directing Sale of \$5,665,000 (Subject To Adjustment Per Terms Of Offering) General Obligation Bonds, Series 2019A.

Recommendation: Pass and Adopt Resolution No. 42-2019.

Discussion: These bonds will be used to finance the 2019 CIP projects.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

\$5,665,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2019A

- Receipt of bids.
- Resolution directing sale.

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

March 5, 2019

The City Clerk of the City of Ottumwa, State of Iowa, met at City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 10:30 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Bonds to the best and most favorable bidder for cash, subject to approval by the City Council at 5:30 P.M. on the above date.

The following persons were present:

Robert Jay - Finance Director - City of Ottumwa

Maggie Burger and John Murphey - Speer Financial

* * * * *

This being the time and place for the opening of bids for the sale of \$5,665,000 (Subject to Adjustment per Terms of Offering) General Obligation Bonds, Series 2019A, the meeting was opened for the receipt of bids for the Bonds. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The City Clerk then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: Robert W. Baird & Co., Inc. - Milwaukee, WI

True Interest Rate (as-bid): 2.1701 %

Net Interest Cost (as-bid): \$ 618,784.70

In consultation Speer Financial, the City considered the adjustment of the aggregate principal amount of the Bonds and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ 5,655,000.00

Purchase Price as adjusted: \$ 5,869,540.30

All bids were then referred to the Council for action.

KEVIN
 McCANNA
Chairman

DANIEL
 FORBES
President

DAVID
 PHILLIPS
Executive VP

RAPHALIATA
 McKENZIE
Senior VP

MAGGIE
 BURGER
Senior VP

ANTHONY
 MICELI
Senior VP

LARRY
 BURGER
Vice President

MARK
 JERETINA
Vice President

March 5, 2019

The Honorable Tom X. Lazio, Mayor
 and Members of the City Council
 City of Ottumwa
 105 E. 3rd Street
 Ottumwa, IA 52501

Dear Mayor Lazio and Council Members:

Bids were received today for the **\$5,655,000 General Obligation Bonds, Series 2019A**. There were ten bids received, which are listed at the bottom of this letter.

Upon examination, it is our opinion that the bid of **Robert W. Baird & Co., Inc., Milwaukee, Wisconsin**, is the best bid received, and it is further our opinion that the bid is favorable to the City and should be accepted. We therefore recommend that the Series 2019A Bonds be awarded to that bidder at a price of **\$5,869,540.30**, being at a true interest rate of **2.1701%**.

<u>Account Managers</u>	<u>True Interest Rate</u>
Robert W. Baird & Co., Inc., Milwaukee, Wisconsin	2.1701%
Piper Jaffray & Co., Minneapolis, Minnesota	2.2219%
The Baker Group, LP, Oklahoma City, Oklahoma	2.2434%
D.A. Davidson Company, Denver, Colorado	2.2776%
Raymond James & Associates, Inc., Chicago, Illinois	2.2916%
Stifel, Nicolaus & Company, Incorporated, Birmingham, Alabama.....	2.2918%
UMB Bank, n.a., Kansas City, Missouri	2.2939%
Northland Securities, Inc., Minneapolis, Minnesota	2.3008%
Bernardi Securities, Inc., Chicago, Illinois.....	2.3587%
FTN Financial Capital Markets, Memphis, Tennessee	2.4900%

Respectfully submitted,

SPEER FINANCIAL, INC.



Maggie Burger, Sr. Vice President

MB/mr

Enclosures

Speer Financial, Inc.

INDEPENDENT MUNICIPAL ADVISORS • ESTABLISHED 1954

SUITE 608 • 531 COMMERCIAL STREET • WATERLOO, IOWA 50701 • (319) 291-2077 • FAX (319) 291-8628

Investment Rating:
Moody's Investors Service ... A1



CITY OF OTTUMWA Wapello County, Iowa

\$5,655,000 General Obligation Bonds, Series 2019A

Date of Sale: March 5, 2019
Average Life: 4.912 Years
(Based on TIC)

<u>Bidders*</u>	<u>Price</u>	<u>Maturities</u>	<u>Rates</u>	<u>True Interest**</u>
Robert W. Baird & Co., Inc. Milwaukee, Wisconsin	103.793% \$5,869,540.30	2020 - 2029	3.000%	2.1701% \$618,785

In association with:

C.L. King & Associates WMBE
Dougherty & Company, LLC
Vining-Sparks IBG, Limited Partnership
Edward Jones
Crews & Associates, Inc.
Ross, Sinclair & Associates, LLC
Davenport & Co., L.L.C.
Duncan-Williams, Inc.
Country Club Bank
Oppenheimer & Co.
Sierra Pacific Securities
SumRidge Partners
Loop Capital Markets

Wintrust Investments, LLC
Central States Capital Markets
FMS Bonds Inc.
Commerce Bank, N.A.
First Kentucky Securities Corp.
Alamo Capital WMBE
Isaak Bond Investments, Inc.
Midland Securities
First Southern Securities
Multi-Bank Securities Inc.
Dinosaur Securities
First Bankers' Banc Securities, Inc.
Tribal Capital Markets LLC

Piper Jaffray & Co. Minneapolis, Minnesota	103.550% \$5,855,788.90	2020 - 2029	3.000%	2.2219% \$632,536
---	----------------------------	-------------	--------	----------------------

Cantor Fitzgerald & Co.

*Syndicate information is provided by the underwriter. The information contained in this report is the most current available.

**The true interest rate reflects the time value of money where dollars spent in early years have a greater weight than dollars spent in later years.

<u>Bidders*</u>	<u>Price</u>	<u>Maturities</u>	<u>Rates</u>	<u>True Interest**</u>
The Baker Group, LP Oklahoma City, Oklahoma	103.449% \$5,850,091.84	2020 - 2029	3.000%	2.2434% \$638,233
Middlegate Securities Ltd.				
D.A. Davidson Company Denver, Colorado	103.290% \$5,841,056.85	2020 - 2029	3.000%	2.2776% \$647,268
Raymond James & Associates, Inc. Chicago, Illinois	103.224% \$5,837,362.85	2020 - 2029	3.000%	2.2916% \$650,962
Stifel, Nicolaus & Company, Incorporated Birmingham, Alabama	103.224% \$5,837,322.95	2020 - 2029	3.000%	2.2918% \$651,002
BOK Financial Securities, Inc. SunTrust Robinson Humphrey				
UMB Bank, n.a. Kansas City, Missouri	112.327% \$6,352,110.50	2020 - 2029	5.000%	2.2939% \$691,765
Northland Securities, Inc. Minneapolis, Minnesota	103.182% \$5,834,942.70	2020 - 2029	3.000%	2.3008% \$653,382
Bernardi Securities, Inc. Chicago, Illinois	102.912% \$5,819,717.00	2020 - 2029	3.000%	2.3587% \$668,608
FTN Financial Capital Markets Memphis, Tennessee	102.305% \$5,785,386.99	2020 - 2029	3.000%	2.4900% \$702,938

*Syndicate information is provided by the underwriter. The information contained in this report is the most current available.

**The true interest rate reflects the time value of money where dollars spent in early years have a greater weight than dollars spent in later years.

SPEER FINANCIAL, INC.

City of Ottumwa, Iowa

\$5,655,000 General Obligation Bonds, Series 2019A

*** FINAL ***

Debt Service Schedule

	Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
	04/01/2019	-	-	-	-	-
	12/01/2019	-	-	113,100.00	113,100.00	-
	06/01/2020	675,000.00	3.000%	84,825.00	759,825.00	872,925.00
	12/01/2020	-	-	74,700.00	74,700.00	-
	06/01/2021	675,000.00	3.000%	74,700.00	749,700.00	824,400.00
	12/01/2021	-	-	64,575.00	64,575.00	-
	06/01/2022	670,000.00	3.000%	64,575.00	734,575.00	799,150.00
	12/01/2022	-	-	54,525.00	54,525.00	-
	06/01/2023	670,000.00	3.000%	54,525.00	724,525.00	779,050.00
	12/01/2023	-	-	44,475.00	44,475.00	-
	06/01/2024	670,000.00	3.000%	44,475.00	714,475.00	758,950.00
	12/01/2024	-	-	34,425.00	34,425.00	-
	06/01/2025	670,000.00	3.000%	34,425.00	704,425.00	738,850.00
	12/01/2025	-	-	24,375.00	24,375.00	-
Call	06/01/2026	670,000.00	3.000%	24,375.00	694,375.00	718,750.00
	12/01/2026	-	-	14,325.00	14,325.00	-
	06/01/2027	675,000.00	3.000%	14,325.00	689,325.00	703,650.00
	12/01/2027	-	-	4,200.00	4,200.00	-
	06/01/2028	140,000.00	3.000%	4,200.00	144,200.00	148,400.00
	12/01/2028	-	-	2,100.00	2,100.00	-
	06/01/2029	140,000.00	3.000%	2,100.00	142,100.00	144,200.00
	Total	\$5,655,000.00	-	\$833,325.00	\$6,488,325.00	-

Yield Statistics

Bond Year Dollars	\$27,777.50
Average Life	4.912 Years
Average Coupon	3.0000000%
Net Interest Cost (NIC)	2.2276472%
True Interest Cost (TIC)	2.1701176%
Bond Yield for Arbitrage Purposes	2.0142305%
All Inclusive Cost (AIC)	2.4923548%

IRS Form 8038

Net Interest Cost	2.0197170%
Weighted Average Maturity	4.940 Years

\$5,655,000 *
 City of Ottumwa, Wapello County, Iowa
 General Obligation Bonds
 Series 2019A

Best AON Bidder:	Best AON TIC:
Robert Baird	2.170118 %

Due	Principal Amount *	Serial/ Sinker/ Term	Coupon
Jun 1, 2020	\$675,000	Serial	3.000%
Jun 1, 2021	\$675,000	Serial	3.000%
Jun 1, 2022	\$670,000	Serial	3.000%
Jun 1, 2023	\$670,000	Serial	3.000%
Jun 1, 2024	\$670,000	Serial	3.000%
Jun 1, 2025	\$670,000	Serial	3.000%
Jun 1, 2026	\$670,000	Serial	3.000%
Jun 1, 2027	\$675,000	Serial	3.000%
Jun 1, 2028	\$140,000	Serial	3.000%
Jun 1, 2029	\$140,000	Serial	3.000%

Purchase Price: \$5,869,540.30
Spread: None Entered
Time Submitted: March 5, 2019 at
 11:22:28 AM EST

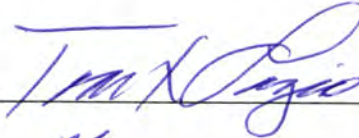
SpeerAuction Interest Cost Calculations (for informational purposes only)	
Issue Size	\$5,655,000
Gross Interest	\$833,325.00
Plus Discount/(Less Premium)	(214,540.30)
Total Interest Cost	\$618,784.70
True Interest Rate	2.170118%
Total Bond Years	27,777.50
Average Life	4.912 Years

Firm: Robert Baird

*Preliminary, subject to change

The foregoing bid as submitted or as revised post sale, if appropriate, was accepted and the Securities sold by action of this Board, and receipt is hereby acknowledged of the good faith Deposit, if any, which is being held in accordance with the terms of the annexed Official Notice of Sale.

Signature:



Title:



March 3, 2019

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

Berg, Dalbey, Roe, Stevens, Streeby

Absent: None

Vacant: None

* * * * *

Council Member Streeby introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$5,665,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2019A," and moved its adoption. Council Member Stevens seconded the motion to adopt. The roll was called and the vote was,

AYES: Berg, Dalbey, Roe, Stevens, Streeby

NAYS: None

Whereupon, the Mayor declared the following Resolution duly adopted:

Resolution No. 42-2019
RESOLUTION DIRECTING SALE OF \$5,665,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2019A

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$5,665,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION BONDS, SERIES 2019A

Bidder: Robert W. Baird & Co., Inc. Milwaukee, WI

The terms of award:

Final Par Amount as adjusted: \$ 5,655,000.00

Purchase Price as adjusted: \$ 5,869,540.30

True Interest Rate: 2.1701 %

Net Interest Cost: \$ 618,784.70

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.



Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 3rd day of March, 2019.



Mayor

ATTEST:-



City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 6th day of March, 2019.

Christ Reulera
City Clerk, City of Ottumwa, State of Iowa



FILED

City of Ottumwa

2019 FEB 26 PM 2:41

Staff Summary

OTTUMWA

Council Meeting of: March 5, 2019

Item No. _____

Robert Jay

Prepared By

Finance Department

Department

Dept. Head

City Administrator

Agenda Title: Resolution No. 43-2019 Directing Sale of \$1,870,000 (Subject To Adjustment Per Terms Of Offering) General Obligation Urban Renewal Bonds, Series 2019B.

.....

Purpose: Resolution No. 43-2019 Directing Sale of \$1,870,000 (Subject To Adjustment Per Terms Of Offering) General Obligation Urban Renewal Bonds, Series 2019B.

Recommendation: Pass and Adopt Resolution No. 43-2019.

Discussion: These bonds will be used to finance the 2019 CIP Airport and Beach Projects.

ITEMS TO INCLUDE ON AGENDA

CITY OF OTTUMWA, IOWA

\$1,870,000 (Subject to Adjustment per Terms of Offering) General Obligation Urban Renewal Bonds, Series 2019B

- Receipt of bids.
- Resolution directing sale.

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

March 5, 2019

The City Clerk of the City of Ottumwa, State of Iowa, met at City Hall, 105 East 3rd Street, Ottumwa, Iowa, at 11:00 A.M., on the above date, to open sealed bids received, access electronic bids and to refer the sale of the Bonds to the best and most favorable bidder for cash, subject to approval by the City Council at 5:30 P.M. on the above date.

The following persons were present:

Robert Jay - Finance Director - City of Ottumwa

Maggie Burger, John Murphey- Speer Financial

* * * * *

This being the time and place for the opening of bids for the sale of \$1,870,000 (Subject to Adjustment per Terms of Offering) General Obligation Urban Renewal Bonds, Series 2019B, the meeting was opened for the receipt of bids for the Bonds. The following actions were taken:

1. Sealed bids were filed and listed in the minutes while unopened, as follows:

Name & Address of Bidders:

(Attach List of Bidders)

2. The City Clerk then declared the time for filing of sealed bids to be closed and that the sealed bids be opened. The sealed bids were opened and announced.
3. Electronic bids received were accessed and announced as follows:

Name & Address of Bidders:

(Attach List of Bidders)

4. The best bid was determined to be as follows:

Name & Address of Bidder: Robert W. Baird & Co., Inc. - Milwaukee, WI

True Interest Rate (as-bid): 2.1665 %

Net Interest Cost (as-bid): \$ 217,321.95

In consultation with Speer Financial, the City considered the adjustment of the aggregate principal amount of the Bonds and each scheduled maturity thereof in accordance with the Terms of Offering and the following actions were taken:

Final Par Amount as adjusted: \$ 1,870,000.00

Purchase Price as adjusted: \$ 1,945,978.05

All bids were then referred to the Council for action.

KEVIN
McCanna
Chairman

DANIEL
Forbes
President

DAVID
Phillips
Executive VP

RAPHALIATA
McKenzie
Senior VP

MAGGIE
Burger
Senior VP

ANTHONY
Miceli
Senior VP

LARRY
Burger
Vice President

MARK
Jeretina
Vice President

March 5, 2019

The Honorable Tom X. Lazio, Mayor
and Members of the City Council
City of Ottumwa
105 E. 3rd Street
Ottumwa, IA 52501

Dear Mayor Lazio and Council Members:

Bids were received today for the **\$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B**. There were nine bids received, which are listed at the bottom of this letter.

Upon examination, it is our opinion that the bid of **Robert W. Baird & Co., Inc., Milwaukee, Wisconsin**, is the best bid received, and it is further our opinion that the bid is favorable to the City and should be accepted. We therefore recommend that the Series 2019B Bonds be awarded to that bidder at a price of **\$1,945,978.05**, being at a true interest rate of **2.1665%**.

<u>Account Managers</u>	<u>True Interest Rate</u>
Robert W. Baird & Co., Inc., Milwaukee, Wisconsin	2.1665%
Piper Jaffray & Co., Minneapolis, Minnesota	2.2243%
Raymond James & Associates, Inc., Chicago, Illinois	2.2358%
Bernardi Securities, Inc., Chicago, Illinois	2.2670%
Northland Securities, Inc., Minneapolis, Minnesota	2.2741%
D.A. Davidson Company, Denver, Colorado	2.2758%
The Baker Group, LP, Oklahoma City, Oklahoma	2.2775%
UMB Bank, n.a., Kansas City, Missouri	2.2856%
Bankers' Bank, Madison, Wisconsin.....	2.4398%

Respectfully submitted,

SPEER FINANCIAL, INC.



Maggie Burger, Sr. Vice President

MB/mr

Enclosures

Speer Financial, Inc.

INDEPENDENT MUNICIPAL ADVISORS • ESTABLISHED 1954

SUITE 608 • 531 COMMERCIAL STREET • WATERLOO, IOWA 50701 • (319) 291-2077 • FAX (319) 291-8628

Investment Rating:
Moody's Investors Service ... A1



CITY OF OTTUMWA Wapello County, Iowa

\$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B

Date of Sale: March 5, 2019
Average Life: 5.228 Years
(Based on TIC)

<u>Bidders*</u>	<u>Price</u>	<u>Maturities</u>	<u>Rates</u>	<u>True Interest**</u>
Robert W. Baird & Co., Inc. Milwaukee, Wisconsin	104.062% \$1,945,978.05	2020 - 2027	3.000%	2.1665% \$217,322

In association with:

- | | |
|---|--|
| C.L. King & Associates WMBE
Dougherty & Company, LLC
Edward Jones
Crews & Associates, Inc.
Ross, Sinclair & Associates, LLC
Davenport & Co., LLC
Duncan-Williams, Inc.
Country Club Bank
Oppenheimer & Co.
Sierra Pacific Securities
SumRidge Partners
Loop Capital Markets
Wintrust Investments, LLC | Central States Capital Markets
FMS Bonds Inc.
Commerce Bank, N.A.
First Kentucky Securities Corp.
Alamo Capital WMBE
Isaak Bond Investments, Inc.
Midland Securities
First Southern Securities
Multi-Bank Securities Inc.
Dinosaur Securities
First Bankers' Banc Securities, Inc.
Tribal Capital Markets LLC |
|---|--|

Piper Jaffray & Co. Minneapolis, Minnesota	103.774% \$1,940,576.50	2020 - 2027	3.000%	2.2243% \$222,724
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Cantor Fitzgerald & Co.

**Syndicate information is provided by the underwriter. The information contained in this report is the most current available.*

***The true interest rate reflects the time value of money where dollars spent in early years have a greater weight than dollars spent in later years.*

<u>Bidders*</u>	<u>Price</u>	<u>Maturities</u>	<u>Rates</u>	<u>True Interest**</u>
Raymond James & Associates, Inc. Chicago, Illinois	103.716% \$1,939,506.85	2020 - 2027	3.000%	2.2358% \$223,793
Bernardi Securities, Inc. Chicago, Illinois	103.561% \$1,936,594.15	2020 - 2027	3.000%	2.2670% \$226,706
Northland Securities, Inc. Minneapolis, Minnesota	103.525% \$1,935,934.15	2020 - 2027	3.000%	2.2741% \$227,366
D.A. Davidson Company Denver, Colorado	103.517% \$1,935,779.05	2020 - 2027	3.000%	2.2758% \$227,521
The Baker Group, LP Oklahoma City, Oklahoma	103.509% \$1,935,626.03	2020 - 2027	3.000%	2.2775% \$227,674
UMB Bank, n.a. Kansas City, Missouri	103.469% \$1,934,872.45	2020 - 2027	3.000%	2.2856% \$228,428
Bankers' Bank Madison, Wisconsin	102.520% \$1,917,124.65	2020 - 2021 2022 - 2027	2.000% 3.000%	2.4398% \$242,592

*Syndicate information is provided by the underwriter. The information contained in this report is the most current available.

**The true interest rate reflects the time value of money where dollars spent in early years have a greater weight than dollars spent in later years.

SPEER FINANCIAL, INC.

City of Ottumwa, Iowa

\$1,870,000 General Obligation Urban Renewal Bonds, Series 2019B

*** FINAL ***

Debt Service Schedule

	Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
	04/01/2019	-	-	-	-	-
	12/01/2019	-	-	37,400.00	37,400.00	-
	06/01/2020	75,000.00	3.000%	28,050.00	103,050.00	140,450.00
	12/01/2020	-	-	26,925.00	26,925.00	-
	06/01/2021	125,000.00	3.000%	26,925.00	151,925.00	178,850.00
	12/01/2021	-	-	25,050.00	25,050.00	-
	06/01/2022	285,000.00	3.000%	25,050.00	310,050.00	335,100.00
	12/01/2022	-	-	20,775.00	20,775.00	-
	06/01/2023	275,000.00	3.000%	20,775.00	295,775.00	316,550.00
	12/01/2023	-	-	16,650.00	16,650.00	-
	06/01/2024	280,000.00	3.000%	16,650.00	296,650.00	313,300.00
	12/01/2024	-	-	12,450.00	12,450.00	-
Call	06/01/2025	280,000.00	3.000%	12,450.00	292,450.00	304,900.00
	12/01/2025	-	-	8,250.00	8,250.00	-
	06/01/2026	295,000.00	3.000%	8,250.00	303,250.00	311,500.00
	12/01/2026	-	-	3,825.00	3,825.00	-
	06/01/2027	255,000.00	3.000%	3,825.00	258,825.00	262,650.00
	Total	\$1,870,000.00	-	\$293,300.00	\$2,163,300.00	-

Yield Statistics

Bond Year Dollars	\$9,776.67
Average Life	5.228 Years
Average Coupon	3.0000000%
Net Interest Cost (NIC)	2.2228635%
True Interest Cost (TIC)	2.1665836%
Bond Yield for Arbitrage Purposes	1.9528404%
All Inclusive Cost (AIC)	2.1665836%

IRS Form 8038

Net Interest Cost	1.9910519%
Weighted Average Maturity	5.243 Years

\$1,870,000 *
 City of Ottumwa, Wapello County, Iowa
 General Obligation Urban Renewal Bonds, Series 2019B

Best AON Bidder:	Best AON TIC:
Robert Baird	2.166584 %

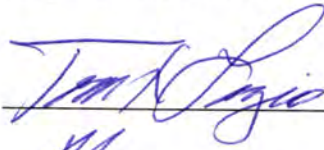
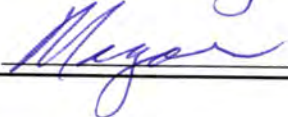
Due	Principal Amount *	Serial/ Sinker/ Term	Coupon
Jun 1, 2020	\$75,000	Serial	3.000%
Jun 1, 2021	\$125,000	Serial	3.000%
Jun 1, 2022	\$285,000	Serial	3.000%
Jun 1, 2023	\$275,000	Serial	3.000%
Jun 1, 2024	\$280,000	Serial	3.000%
Jun 1, 2025	\$280,000	Serial	3.000%
Jun 1, 2026	\$295,000	Serial	3.000%
Jun 1, 2027	\$255,000	Serial	3.000%

Purchase Price: \$1,945,978.05
Spread: None Entered
Time Submitted: March 5, 2019 at
 11:52:01 AM EST

SpeerAuction Interest Cost Calculations (for informational purposes only)	
Issue Size	\$1,870,000
Gross Interest	\$293,300.00
Plus Discount/(Less Premium)	(75,978.05)
Total Interest Cost	\$217,321.95
True Interest Rate	2.166584%
Total Bond Years	9,776.67
Average Life	5.228 Years

Firm: Robert Baird

*Preliminary, subject to change

The foregoing bid as submitted or as revised post sale, if appropriate, was accepted and the Securities sold by action of this Board, and receipt is hereby acknowledged of the good faith Deposit, if any, which is being held in accordance with the terms of the annexed Official Notice of Sale.	
Signature:	
Title:	

March 5, 2019

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

Berg, Dalbey, Roe, Stevens, Streeby

Absent: None

Vacant: None

* * * * *

Council Member Roe introduced the following Resolution entitled "RESOLUTION DIRECTING SALE OF \$1,870,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2019B," and moved its adoption. Council Member Streeby seconded the motion to adopt. The roll was called and the vote was,

AYES: Berg, Dalbey, Roe, Stevens, Streeby

NAYS: None

Whereupon, the Mayor declared the following Resolution duly adopted:

Resolution No. 43-2019
RESOLUTION DIRECTING SALE OF \$1,870,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2019B

WHEREAS, bids have been received for the Bonds described as follows and the best bid received (with permitted adjustments, if any) is determined to be the following:

\$1,870,000 (SUBJECT TO ADJUSTMENT PER TERMS OF OFFERING) GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2019B

Bidder: Robert W. Baird & Co., Inc. of Milwaukee, WI

The terms of award:

Final Par Amount as adjusted: \$ 1,870,000.00

Purchase Price as adjusted: \$ 1,945,978.05

True Interest Rate: 2.1665 %

Net Interest Cost: \$ 217,321.95

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

Section 1. That the bid for the Bonds as above set out is hereby determined to be the best and most favorable bid received and, the Bonds are hereby awarded as described above.

Section 2. That the statement of information for Bond bidders and the form of contract for the sale of the Bonds are hereby approved and the Mayor and Clerk are authorized to execute the same on behalf of the City.

Section 3. That the notice of the sale of the Bonds heretofore given and all acts of the Clerk done in furtherance of the sale of the Bonds are hereby ratified and approved.

PASSED AND APPROVED this 5th day of March, 2019.



Mayor

ATTEST:




City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

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

WITNESS my hand and the seal of the Council hereto affixed this 6th day of March, 2019.

Christine Reinold
City Clerk, City of Ottumwa, State of Iowa



CREDIT OPINION

1 March 2019

 Rate this Research

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Ottumwa (City of) IA

Update to credit analysis

Summary

Ottumwa, IA (A1) serves as a commercial and employment hub for surrounding communities in southeastern Iowa (Aaa stable). The city's credit attributes include significant legal ability to raise revenue and consistently healthy operating fund balances and liquidity. Credit challenges include low resident income levels, high fixed costs, and an elevated pension burden. The city has some contingent liability risks associated with a city-owned events center that routinely requires General Fund support.

Credit strengths

- » Role as commercial and employment hub for surrounding communities in southeastern Iowa
- » Stable financial operations and healthy reserves
- » Significant legal ability to raise revenues

Credit challenges

- » Low resident income indices
- » Elevated fixed costs from debt and pensions
- » Some contingent liability risks associated with a city-owned events center

Rating outlook

Outlooks are typically not assigned to local government credits with this amount of debt.

Factors that could lead to an upgrade

- » Material improvement in resident income indices
- » Reduction in fixed costs associated with debt and pensions
- » Declines in unfunded pension liabilities

Factors that could lead to a downgrade

- » Declines in tax base valuation or resident income indices
- » Narrowing of operating fund balances or liquidity
- » Increases in debt or pension burdens without offsetting revenue or tax base growth

» Increased support of the events center that pressures the city's general operations

Key indicators

Exhibit 1

Ottumwa (City of) IA	2014	2015	2016	2017	2018
Economy/Tax Base					
Total Full Value (\$000)	\$973,455	\$1,004,420	\$1,033,067	\$1,000,428	\$1,032,783
Population	24,847	24,758	24,709	25,023	25,023
Full Value Per Capita	\$39,178	\$40,570	\$41,809	\$39,980	\$41,273
Median Family Income (% of US Median)	72.8%	71.9%	74.0%	74.0%	70.6%
Finances					
Operating Revenue (\$000)	\$16,710	\$17,005	\$16,958	\$17,734	\$18,418
Fund Balance (\$000)	\$5,660	\$5,314	\$5,405	\$6,188	\$5,991
Cash Balance (\$000)	\$4,307	\$4,392	\$4,515	\$5,152	\$5,183
Fund Balance as a % of Revenues	33.9%	31.3%	31.9%	34.9%	32.5%
Cash Balance as a % of Revenues	25.8%	25.8%	26.6%	29.0%	28.1%
Debt/Pensions					
Net Direct Debt (\$000)	\$21,380	\$17,433	\$17,860	\$20,995	\$18,155
3-Year Average of Moody's ANPL (\$000)	\$42,748	\$40,082	\$40,259	\$45,236	\$49,265
Net Direct Debt / Full Value (%)	2.2%	1.7%	1.7%	2.1%	1.8%
Net Direct Debt / Operating Revenues (x)	1.3x	1.0x	1.1x	1.2x	1.0x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	4.4%	4.0%	3.9%	4.5%	4.8%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	2.6x	2.4x	2.4x	2.6x	2.7x

The table above reflects data through the close of fiscal 2018. Tax base data is displayed on a levy year basis, while financial information is displayed on a fiscal year basis. Source: Moody's Investors Service; Ottumwa's audited financial statements; US Census Bureau

Profile

The City of Ottumwa is located in southeast Iowa and is the county seat of Wapello County. The city had approximately 25,000 residents as of 2017. The city provides police, fire, parks and recreation, and water and sewer services.

Detailed credit considerations

Economy and tax base: moderately sized tax base in southeast Iowa serves as commercial hub; low resident income indices

The city's economic base is expected to remain stable given its role as a commercial hub for surrounding communities. Ottumwa is the largest city within a 90 mile radius and serves as a regional economic and retail hub for southeast Iowa. The city's \$1 billion tax base has seen modest growth at an average annual rate of 1.4% over the last five years, with one 3.2% decline in 2017, reflecting reassessments. Major area employers include JBS USA Pork (2,400 employees), [Deere & Company](#) (A2 stable, 950 employees), and Ottumwa Regional Health Center (825 employees), along with a variety of smaller manufacturing companies that collectively employ over 1,900 people. At 3.2% as of December 2018, the city's unemployment rate is above the state (2.5%) but below the nation (3.7%). Resident incomes indices are low, with median family income at 70% of the US.

Financial operations and reserves: healthy operating fund balances and liquidity; some contingent liability risks associated with city-owned events center

The city's financial position is expected to remain stable given healthy reserve levels and conservative budgeting practices. In fiscal 2018 the city ended with an available General Fund balance of \$4 million, or a healthy 27% of revenues. The city had originally budgeted for a \$400,000 deficit, to pay for additional staffing positions, but given favorable hotel/motel revenues and open positions, the city ended the year with a deficit of just \$45,000. Available fund balance across all operating funds (General, Employee Benefits

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and Debt Service Funds), totaled \$6 million, or a healthy 33% of total operating revenues. For fiscal 2019 the city has budgeted for a \$502,000 deficit in the General Fund, but are anticipating the deficit to come in around \$200,000 due to projected personnel savings from attrition and open positions.

The city's ownership of the Bridge View Events Center presents some enterprise risk. The events center opened in 2006 and includes a 655 seat theater, meeting rooms, and a multipurpose exposition hall that caters to small conferences, concerts, and private events. The General Fund has supported operations of the center since its opening and includes an operating subsidy in its annual budget. The annual General Fund subsidy has ranged from \$250,000 to \$400,000 in recent years. While continued support of the center is likely, we expect the city has the capacity to keep the payments in place without risking significant budget stress.

LIQUIDITY

The city maintains sound liquidity, ending fiscal 2018 with a cash balance across major operating funds of \$5.2 million, equal to a healthy 28% of operating revenues.

Debt and pensions: manageable debt burden with high fixed costs; elevated pension burden

The city's debt burden is expected to remain manageable given limited borrowing plans and rapid amortization. Inclusive of a planned general obligation (GO) borrowing in March 2019, the city's net direct debt burden totals \$25.7 million, or an elevated 2.5% of full valuation and more moderate 1.4x operating revenue. Debt service was \$3.9 million or 21% of fiscal 2018 operating revenues.

The city's pension burden is elevated. At the close of fiscal 2018, the city's three year average Moody's adjusted net pension liability (ANPL), our measure of a local government's pension burden, was high at 2.7x operating revenue and 4.8% of full valuation. In fiscal 2018, fixed costs were high at \$6.2 million, or 34% of operating revenue.

DEBT STRUCTURE

All of the city's debt is fixed rate and long-term. Amortization is rapid with 97% of outstanding debt scheduled to mature within ten years.

DEBT-RELATED DERIVATIVES

The city does not have any debt-related derivatives.

PENSIONS AND OPEB

The City of Ottumwa participates in two defined benefit multi-employer cost sharing plans, the Iowa Public Employees' Retirement System (IPERS) and Municipal Fire and Police Retirement System of Iowa (MFPRSI). On an annual basis, the plans establish local government retirement contributions as a share of annual payroll based on actuarial requirements. The city has routinely made its full statutory contributions. The city contributed \$1.7 million, or 8.7% of operating revenues.

In aggregate, all participating governments in both plans contributed below the "tread water" indicator in fiscal 2018, however, with asset performance exceeding the plan's assumed investment return and the use of a higher Moody's market-based discount rate will result in a modest reduction in the plan level ANPL. Due to a 12-month balance sheet reporting lag, the reduction in the each plan's unfunded liabilities in 2018 will not be reflected in local government balance sheets until fiscal 2019 for most Iowa local governments.

Employer contributions that tread water equal the sum of current year service cost and interest on reported net pension liabilities at the start of the year, using reported actuarial assumptions. If plan assumptions are met exactly, contributions equal to the tread water indicator will prevent the reported net pension liabilities from growing.

The city operates a single-employer health care plan for retirees and their spouses. The plan is funded on a pay-as-you-go basis. In fiscal 2018, the city contributed \$585,000 to the plan, an amount equal to 3.2% of operating revenues.

Management and governance: very strong institutional framework

Property taxes comprised 69.7% of fiscal 2018 operating revenues. The city is currently levying its maximum \$8.10 general operations levy. The city also utilizes 0.21 of its emergency levy, which is limited to a 0.27 rate. The city has ample legal ability to raise revenues through an unlimited employee benefits levy. City Council could adopt a gas and electric fee of up to 5%. Management estimates the franchise fee would generate \$300,000 for every 1%. The city also receives a local option sales tax, with 2018 collections of \$3.3 million. The city dedicates the sales tax revenue to debt service for street and sewer improvements only, which helps reduce

the reliance on the General Fund for those purposes. Management has routinely adhered to its policy of maintaining an unrestricted General Fund balance of 15% to 25% of expenditures.

Iowa cities have an Institutional Framework score of Aaa, which is very high. Institutional Framework scores measure a sector's legal ability to increase revenues and decrease expenditures. Even with property tax caps on general and emergency levies, cities have strong revenue-raising flexibility due to various additional levies, including an unlimited levy for employee benefits. Unpredictable revenue fluctuations tend to be minor. Across the sector, fixed and mandated costs are generally moderate. However, Iowa has public sector unions, which can limit the ability to cut expenditures. Expenditures mostly consist of personnel costs, which are highly predictable.

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REPORT NUMBER 1163877

CLIENT SERVICES

Americas	1-212-553-1653
Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454

FILE
CITY OF OTTUMWA
2019 FEB 28 AM 8:28
Staff Summary
CITY OF OTTUMWA
**** ACTION ITEM ****

Council Meeting of: March 5, 2019

Alicia Bankson
Prepared By

Parks Department
Department

Gene Rathje
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #45-2019. Awarding the contract for the Beach Phase 4, Contract B, Slide Restoration Project 2019.

 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 #45-2019.

DISCUSSION: Contract B consists of performing designated repairs and refinishing/repainting of the four fiberglass waterslides.

Bids were received and opened by the City of Ottumwa on February 13, 2019 at 2:00 p.m. Five (5) sets of plans were either sent out or downloaded from the City website, and two (2) bids were received. The low bidder is A1A Sandblasting (Iowa) of Menahga, Minnesota, in the amount of \$66,500.00. Staff is recommending award of Contract B to A1A Sandblasting (Iowa).

Bid Amount: \$66,500.00

Engineer's Opinion of Cost: Contract B: \$120,000.00

Contractor's Proposal, Planholders List and Bid Tab are attached.

RESOLUTION #45-2019

A RESOLUTION AWARDING THE CONTRACT FOR THE
BEACH PHASE 4, CONTRACT B, SLIDE RESTORATION PROJECT 2019

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

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of Contract B for the above referenced project is made to the lowest responsible bidder, A1A Sandblasting of Menahga, Minnesota in the amount of \$66,500.00.


APPROVED, PASSED, AND ADOPTED, this 5th day of March, 2019.

CITY OF OTTUMWA, IOWA




Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



Beach Ottumwa Phase 4 – Slide & Feature Maintenance/Restoration Project

Bid Tabulation

February 13, 2019 2:00 PM

Company Name	10% Bid Bond	Add. #1	Contract A	Contract B	Add Alternate Bid	Deduct for Both Contract Award
A1A Sandblasting	X	X	\$129,000.00	\$66,500.00	0	\$15,000
Safe Slide	X	X	No Bid	\$125,900.00	\$8,400	N/A
Engineer's Opinion of Cost			\$35,000	\$120,000		

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE PROPOSALS RECEIVED FEBRUARY 13, 2019 AT 2:00 PM. Dwight L. Dohlman, P.E.

CITY OF OTTUMWA

Staff Summary
2019 FEB 28 PM 1:24

**** ACTION ITEM ****

Council Meeting of: March 5, 2019

Alicia Bankson

Prepared By

Engineering
Department

Department Head

[Handwritten Signature]
City Administrator Approval

AGENDA TITLE: Resolution #46-2019. Awarding Jefferson Street Reconstruction Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #46-2019.

DISCUSSION: The project will consist of full width full depth reconstruction of Jefferson Street from Sixth Street north to approximately 175 feet south of Gara Street. The project will include the installation of sanitary, storm and water mains. A storm system will be installed to separate the combined system. New sidewalk will be placed on the east side of the roadway. Any additional needed funds will be from LOST.

Bids were received and opened by the City of Ottumwa on February 27, 2019 at 2:00 p.m. Seventeen (17) sets of plans were either sent out or downloaded from the City website, and five (5) bids were received. The low bidder is Jones Contracting Corp of West Point, Iowa, in the amount of \$794,777.00.

Bid Amount: \$794,777.00
Engineers estimate: \$671,379.00

Plan Holders' list and bid tab are attached.

Funding:
City of Ottumwa: \$671,379
Ottumwa Water Works: \$ 93,550
\$764,929

FY 18/19 - \$336,000
FY 19/20 - \$300,000

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #46-2019

A RESOLUTION AWARDING THE JEFFERSON STREET RECONSTRUCTION PROJECT

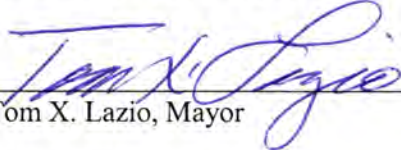
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced project; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of the above referenced project is made to the lowest responsible bidder, Jones Contracting Corp of West Point, Iowa, in the amount of \$794,777.00.

APPROVED, PASSED, AND ADOPTED, this 5th day of March, 2019.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



2/26/2019

QuestCDN: List Planholders

**Plan Holder Report as of 02/26/2019 01:44:58 PM CST
Garden & Associates**

North Jefferson Street Reconstruction Project (eBidDoc #6133435)
 Contact: Nancy Graham
 Phone: 641-672-2526
 E-mail: ngraham@gardenassociates.net
 Bid Date: 02/27/2019 02:00 PM CST

Help

Company	Contact	Designation	Bus. Types	Entry Date	Doc Type	Comments
Drish Construction, Inc.; Fairfield, IA	Trevor Brown	Prime Bidder		02/08/2019	eBidDoc	
Henriksen Contracting; Grimes, IA	Shawn Clinton	Subcontractor		02/08/2019	eBidDoc	
Dodge Data & Analytics; Arlington, TX	Melanie Yancey	Plan Room		02/10/2019	eBidDoc	
Absolute Concrete; Slater, IA	Drew Roberts	Subcontractor		02/11/2019	eBidDoc	
Jones Contracting Corp; West Point, IA	Maggie Jones	Prime Bidder		02/11/2019	eBidDoc	
Winn Corp; Fairfield, IA	Crystal	Prime Bidder		02/11/2019	Paper	
Cornerstone Excavating, Inc.; Washington, IA	Jim Ziegrowsky	Prime Bidder		02/11/2019	eBidDoc	
Logan Contractors Supply; Urbandale, IA	T.J. Daley	Supplier		02/11/2019	eBidDoc	
TK Concrete; Pella, IA	Shannon Sherwood	Prime Bidder	SBE	02/12/2019	eBidDoc	
Blommers Construction, Inc; Pella, IA	Leroy Blommers	Prime Bidder		02/12/2019	Paper	
Master Builders Of Iowa; Des Moines, IA	Cindy Adams	Plan Room		02/12/2019	eBidDoc	
MJ Daly Construction Co.; Burlington, IA	Joe Daly	Subcontractor	SBE	02/14/2019	eBidDoc	
Service Signing, LC; Cedar Falls, IA	Cristi Hagedorn	Subcontractor		02/15/2019	eBidDoc	
Fye Excavating Inc; Sperry, IA	Steve Bush	Prime Bidder		02/15/2019	eBidDoc	
Core and Main; Grimes, IA	Dalton Kinzel	Supplier		02/19/2019	eBidDoc	
Selco, Inc.; East Dubuque, IL	Clark Wolff	Subcontractor		02/19/2019	eBidDoc	
Iowa Civil Contracting, Inc; Victor, IA	Bryan Spriggs	Subcontractor		02/19/2019	eBidDoc	

Print

BID TAB SHEET
NORTH JEFFERSON STREET
RECONSTRUCTION PROJECT
OTTUMWA, IA
Bids received February 27, 2019
G&A 5018412



No.	Item	Unit	Jones Contracting Corp		Drieh Construction, Inc.		Five Excavating, Inc.		Absolute Concrete		Engineer's Opinion		
			Price	Extended	Price	Extended	Price	Extended	Price	Extended	Price	Extended	
1	Excavation, Class 10	CY	\$47.25	\$22,989.00	\$29.10	\$12,989.00	\$28.10	\$12,989.00	\$45.00	\$35,550.00	\$15.00	\$11,850.00	
2	Subgrade Preparation (12" Thick)	SY	3,605	\$13,518.75	\$2.60	\$9,373.00	\$1.90	\$6,849.50	\$3.50	\$12,617.50	\$2.00	\$7,210.00	
3	Subgrade Treatment, Geogrid, Type I	SY	3,605	\$2.10	\$7,570.50	\$1.50	\$5,407.50	\$1.50	\$5,407.50	\$2.00	\$7,210.00	\$2.00	\$7,210.00
4	Subbase, Modified	SY	3,605	\$6.00	\$21,650.00	\$7.60	\$27,398.00	\$7.12	\$25,667.60	\$5.75	\$20,728.75	\$8.00	\$28,840.00
5	Compaction Testing	LS	1	\$2,100.00	\$2,100.00	\$6,300.00	\$6,300.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
6	Trench Foundation	TON	50	\$21.00	\$1,050.00	\$47.35	\$2,367.50	\$21.00	\$1,050.00	\$20.00	\$1,000.00	\$30.00	\$1,500.00
7	Trench Compaction Testing (Water Main, Storm and Summary Sewer)	LS	1	\$3,675.00	\$3,675.00	\$7,350.00	\$7,350.00	\$6,500.00	\$6,500.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
8	Sanitary Sewer Gravity Main, Trenched, PVC, 10"	LF	10	\$67.20	\$672.00	\$15.00	\$150.00	\$109.95	\$1,099.50	\$64.00	\$640.00	\$100.00	\$1,000.00
9	Sanitary Sewer Gravity Main, Trenched, PVC, 12"	LF	10	\$72.45	\$724.50	\$15.00	\$150.00	\$114.15	\$1,141.50	\$69.00	\$690.00	\$100.00	\$1,000.00
10	Sanitary Sewer Gravity Main, Trenched, PVC, 18"	LF	605	\$75.60	\$45,738.00	\$90.00	\$54,450.00	\$81.10	\$49,065.50	\$72.00	\$43,560.00	\$80.00	\$48,400.00
11	Sanitary Sewer Service Stub, PVC, 4" or 6"	LF	375	\$73.50	\$27,562.50	\$150.00	\$56,250.00	\$88.20	\$33,073.50	\$70.00	\$26,250.00	\$60.00	\$22,500.00
12	Sanitary Sewer Cleanout	EA	3	\$682.50	\$2,047.50	\$620.00	\$1,860.00	\$598.00	\$1,794.00	\$650.00	\$1,950.00	\$800.00	\$2,400.00
13	Storm Sewer, Trenched, RCP, 15"	LF	346	\$57.50	\$19,895.00	\$68.00	\$23,528.00	\$51.50	\$17,819.00	\$54.75	\$18,943.50	\$50.00	\$17,300.00
14	Storm Sewer, Trenched, RCP, 18"	LF	40	\$59.35	\$2,374.00	\$58.00	\$2,320.00	\$52.85	\$2,114.00	\$56.50	\$2,260.00	\$80.00	\$3,200.00
15	Storm Sewer, Trenched, RCP, 24"	LF	648	\$70.35	\$45,586.80	\$81.00	\$52,488.00	\$63.55	\$41,180.40	\$67.00	\$43,116.00	\$90.00	\$58,320.00
16	Subdrain, Longitudinal, 4"	LF	1,820	\$71.10	\$129,222.00	\$11.50	\$20,930.00	\$7.38	\$13,431.60	\$6.75	\$12,285.00	\$9.00	\$16,380.00
17	Subdrain Outlets and Connections, CMP or PVC, 4" or 6"	EA	14	\$183.75	\$2,572.50	\$250.00	\$3,500.00	\$130.00	\$1,820.00	\$175.00	\$2,450.00	\$250.00	\$3,500.00
18	Storm Sewer Service Stub, PVC, 4"	LF	35	\$50.40	\$1,764.00	\$51.10	\$1,788.50	\$36.50	\$1,327.50	\$48.00	\$1,680.00	\$40.00	\$1,400.00
19	Water Main, Trenched, PVC, 6"	LF	895	\$39.65	\$35,486.75	\$32.10	\$28,729.50	\$28.30	\$25,328.50	\$37.75	\$33,786.25	\$40.00	\$35,800.00
20	Water Service Pipe, Trenched, Type K Copper, 3/4"	LF	475	\$27.00	\$12,825.00	\$21.80	\$10,355.00	\$23.25	\$11,043.75	\$25.75	\$12,231.25	\$20.00	\$9,500.00
21	Water Service Corporation, 3/4"	EA	19	\$326.25	\$6,198.75	\$450.00	\$8,550.00	\$306.00	\$5,814.00	\$325.00	\$5,175.00	\$500.00	\$9,500.00
22	Water Service Curb Stop and Box, 3/4"	EA	19	\$288.75	\$5,486.25	\$400.00	\$7,600.00	\$625.00	\$11,875.00	\$275.00	\$5,225.00	\$500.00	\$9,500.00
23	Gate Valve, 6"	EA	3	\$1,102.50	\$3,307.50	\$1,350.00	\$4,050.00	\$1,192.00	\$3,576.00	\$1,050.00	\$3,150.00	\$1,500.00	\$4,500.00
24	Tapping Valve Assembly, 6"x6"	EA	3	\$2,887.50	\$8,662.50	\$3,600.00	\$10,800.00	\$3,390.00	\$10,170.00	\$2,750.00	\$8,250.00	\$3,500.00	\$10,500.00
25	Fire Hydrant Assembly	EA	2	\$4,725.00	\$9,450.00	\$4,350.00	\$8,700.00	\$3,884.00	\$7,768.00	\$4,500.00	\$9,000.00	\$5,000.00	\$10,000.00
26	Fire Hydrant Assembly Removal	EA	2	\$787.50	\$1,575.00	\$705.00	\$1,410.00	\$850.00	\$1,700.00	\$750.00	\$1,500.00	\$750.00	\$1,500.00
27	Valve Box Removal	EA	3	\$262.50	\$787.50	\$485.00	\$1,455.00	\$340.00	\$1,020.00	\$250.00	\$750.00	\$250.00	\$750.00
28	Water Main Connection No. 1	LS	1	\$2,782.50	\$2,782.50	\$3,500.00	\$3,500.00	\$6,310.00	\$6,310.00	\$2,650.00	\$2,650.00	\$1,500.00	\$1,500.00
29	Water Main Connection No. 2	LS	1	\$3,465.00	\$3,465.00	\$2,300.00	\$2,300.00	\$5,764.00	\$5,764.00	\$3,300.00	\$3,300.00	\$2,500.00	\$2,500.00
30	Lower Existing Water Service	EA	3	\$882.50	\$2,647.50	\$1,050.00	\$3,150.00	\$1,841.00	\$5,523.00	\$650.00	\$1,950.00	\$1,500.00	\$4,500.00
31	Manhole, SW-301, 48" Dia.	EA	5	\$4,305.00	\$21,525.00	\$6,100.00	\$30,500.00	\$5,795.00	\$28,975.00	\$4,100.00	\$20,500.00	\$5,000.00	\$25,000.00
32	SW-502 Inlet, 48" Dia.	EA	2	\$6,300.00	\$12,600.00	\$7,500.00	\$15,000.00	\$7,597.00	\$15,194.00	\$6,000.00	\$12,000.00	\$6,000.00	\$12,000.00
33	SW-505 Inlet, 60" Dia.	EA	4	\$5,670.00	\$22,680.00	\$6,100.00	\$24,400.00	\$5,423.00	\$21,692.00	\$5,400.00	\$21,600.00	\$6,000.00	\$24,000.00
34	SW-505 Inlet	EA	1	\$6,300.00	\$6,300.00	\$1,700.00	\$1,700.00	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00
35	Connection to Existing Manhole	EA	3	\$1,050.00	\$3,150.00	\$860.00	\$2,580.00	\$650.00	\$1,950.00	\$1,000.00	\$3,000.00	\$2,500.00	\$7,500.00
36	Remove Manhole	EA	1	\$1,050.00	\$1,050.00	\$780.00	\$780.00	\$650.00	\$650.00	\$650.00	\$650.00	\$750.00	\$750.00
37	Remove Inlet	EA	90	\$63.00	\$5,670.00	\$61.20	\$5,508.00	\$113.10	\$10,179.00	\$225.00	\$20,250.00	\$60.00	\$5,400.00
38	Pavement, PCC, 7" Thick	SY	3,120	\$63.00	\$196,560.00	\$66.30	\$206,856.00	\$66.37	\$207,498.40	\$75.00	\$234,000.00	\$60.00	\$187,200.00
39	Pavement, PCC, 9" Thick	SY	40	\$73.50	\$2,940.00	\$76.00	\$3,040.00	\$4.50	\$2,430.00	\$7.00	\$280.00	\$10.00	\$400.00
40	Removal of Sidewalk	SY	540	\$10.75	\$5,797.50	\$9.20	\$4,968.00	\$4.50	\$2,430.00	\$10.25	\$5,512.50	\$10.00	\$3,800.00
41	Removal of Driveway	SY	383	\$10.75	\$4,117.25	\$9.20	\$3,523.60	\$4.50	\$1,725.00	\$10.25	\$3,925.75	\$10.00	\$3,800.00
42	Sidewalk, PCC, 5" Thick	SY	657	\$53.50	\$35,149.50	\$50.00	\$32,850.00	\$57.75	\$37,941.75	\$80.00	\$52,560.00	\$50.00	\$32,850.00
43	Sidewalk, PCC, 6" Thick	SY	162	\$56.00	\$9,072.00	\$55.10	\$8,926.20	\$68.25	\$11,056.50	\$115.00	\$18,630.00	\$60.00	\$9,720.00
44	Detectable Warning	SY	64	\$45.50	\$2,912.00	\$51.00	\$3,264.00	\$63.00	\$4,032.00	\$50.00	\$3,200.00	\$50.00	\$3,200.00
45	Driveway, Paved, PCC, 6" Thick	SY	303	\$72.00	\$21,816.00	\$55.08	\$16,689.24	\$68.25	\$20,679.75	\$100.00	\$30,300.00	\$50.00	\$15,150.00
46	Driveway, Granular (Class A Crushed Stone, IDOT Gradation No. 11)	TON	10	\$26.25	\$262.50	\$26.90	\$269.00	\$19.50	\$195.00	\$25.00	\$250.00	\$35.00	\$350.00
47	Full Depth Patches (PCC, 9" Thick)	SY	180	\$75.00	\$13,500.00	\$81.60	\$14,688.00	\$119.78	\$21,560.40	\$150.00	\$27,000.00	\$75.00	\$13,500.00
48	Subbase Overexcavation	TON	60	\$26.25	\$1,575.00	\$37.00	\$2,220.00	\$22.00	\$1,320.00	\$25.00	\$1,500.00	\$35.00	\$2,100.00
49	Pavement Removal	SY	3,355	\$6.30	\$21,136.50	\$6.00	\$20,130.00	\$5.00	\$16,775.00	\$6.00	\$20,130.00	\$9.00	\$30,195.00
50	Painted Pavement Markings, Solvent/Waterborne	STA	18.12	\$165.00	\$2,989.80	\$150.00	\$2,718.00	\$132.25	\$2,398.77	\$145.00	\$2,624.00	\$200.00	\$3,624.00
51	Temporary Traffic Control	LS	1	\$6,700.00	\$6,700.00	\$7,000.00	\$7,000.00	\$6,983.00	\$6,983.00	\$6,650.00	\$6,650.00	\$5,000.00	\$5,000.00
52	Hydraulic Seeding, Fertilizing, and Mulching	LS	1	\$4,510.00	\$4,510.00	\$9,690.00	\$9,690.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
53	SWPPP Preparation	LS	1	\$500.15	\$500.15	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
54	SWPPP Management	LS	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
55	Silt Fence	LF	200	\$3.15	\$630.00	\$10.20	\$2,040.00	\$5.00	\$1,000.00	\$2.00	\$400.00	\$8.00	\$1,600.00
56	Silt Fence, Removal of Sediment	LF	200	\$1.05	\$210.00	\$5.10	\$1,020.00	\$2.50	\$500.00	\$0.75	\$150.00	\$1.00	\$200.00
57	Silt Fence, Removal of Debris	LF	200	\$1.05	\$210.00	\$5.10	\$1,020.00	\$2.50	\$500.00	\$0.75	\$150.00	\$1.00	\$200.00
58	Mobilization	LS	1	\$50,000.00	\$50,000.00	\$35,000.00	\$35,000.00	\$79,592.00	\$79,592.00	\$94,000.00	\$94,000.00	\$30,000.00	\$30,000.00
					\$794,777.00		\$848,442.04		\$850,455.92		\$919,551.40		\$764,929.00

I hereby state that the aforementioned bid tabulation is a fair representation of those bids received February 27, 2019 for North Jefferson Street Reconstruction Project, Ottumwa, Iowa.

Robert A. Nielsen, P.E.
 Robert A. Nielsen, P.E.

2/28/19

License No. 11715 (Renewal Date: 12/31/2019)



CITY OF
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OTTUMWA

2019 FEB 28 PM 3:04

CITY CLERK
OTTUMWA, IA

February 21, 2019

Ms. Joni Keith
City Attorney
City of Ottumwa
105 East Third Street
Ottumwa, Iowa 52501

RE: Performance Evaluation

Dear Ms. Keith:

I am requesting that my performance evaluation to be conducted on March 5, 2019 be done in closed session pursuant to Iowa Code Section 21.5(1)(i).

Respectfully,

Christina Reinhard