

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 26
Council Chambers, City Hall

August 18, 2020
5:30 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through August 23, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on August 23, 2020: mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following requirements: social distancing: the gathering organizer must ensure at least six feet of physical distance between each group or individual attending alone and implement reasonable measures under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 24 on August 4, 2020 and Special Meeting No. 25 on August 12, 2020 as presented.
2. Civil Service Commission Eligibility Lists for August 12, 2020: Police – Communication Specialist Entrance, Police Supervisor – Sergeant Promotional, Police Lieutenant Promotional.
3. Approve the appointment of Summer Street to the full-time position of Communication Specialist for the Ottumwa Police Department effective August 19, 2020.
4. Resolution No. 184-2020, approving the contract, bond, and certificate of insurance for the Fox Sauk and North Court Intersection Project.
5. Beer and/or liquor applications for: Elks-Ottumwa Lodge #347, 413 S. Iowa Ave.; Ottumwa Golf and Social Club, with outdoor service area, 304 E. Golf Ave.; Wal-Mart Supercenter #1285, 1940 Venture Dr.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Mike McGrory – Superintendent of Ottumwa Schools
2. Fred Zesiger – Quarterly report Main Street Ottumwa.
3. Ottumwans for Racial Justice – Ottumwa Human Rights Commission discussion.
4. City Administrator's six month evaluation from City Council.

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Bid report to reject bids received on the Apron Improvements Project at the Ottumwa Regional Airport.

RECOMMENDATION: Reject bids received.

2. Award the contract for the 2020 RFP#3, Sewer Lateral Repairs and authorize the Mayor to sign the Contract.

RECOMMENDATION: Award the contract to Drish Construction, Inc. of Fairfield, Iowa in the amount of \$14,850 and authorize the Mayor to sign the contract.

3. Wapello County Foundation Grant application.

RECOMMENDATION: Approve the grant application for the Wapello County Foundation.

4. Consideration of application to the Iowa Department of Public Safety for the UCR Technical Specification Subaward Solicitation funding.

RECOMMENDATION: Authorize the submission of the application over the Internet and authorize the Mayor and Chief of Police to sign any related documents as may be required.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on approving a three-year Lease Agreement between the City and the Ottumwa Community School District for the use of the Beach Ottumwa facilities.

A. Open the public hearing.

B. Close the public hearing.

- C. Resolution No. 180-2020, approving a three-year Lease Agreement with the Ottumwa Community School District for the use of the Beach Ottumwa facilities.

RECOMMENDATION: Pass and adopt Resolution No. 180-2020.

2. This is the time, place and date set for a public hearing for the purpose of passing and adopting *Our Ottumwa* Comprehensive Plan and the future land use map.

A. Open the public hearing.

B. Close the public hearing.

- C. Resolution No. 183-2020, adopting *Our Ottumwa* Comprehensive Plan for the City of Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 183-2020.

H. RESOLUTIONS:

1. Resolution No. 186-2020, approving matching funds for the Main Street Iowa Challenge Grant Application to rehabilitate 307 East Main Street.

RECOMMENDATION: Pass and adopt Resolution No. 186-2020.

2. Resolution No. 187-2020, award the contract for the 2020 RFP#4, K Avenue Repairs, and authorizing the Mayor to sign the Contract.

RECOMMENDATION: Pass and adopt Resolution No. 187-2020.

3. Resolution No. 188-2020, providing for the financial support of the Area 15 Regional Planning Affiliation (RPA 15).

RECOMMENDATION: Pass and adopt Resolution No. 188-2020.

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

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: 8/14/2020 TIME: 8:40 AM NO. OF PAGES 4
(Including Cover Sheet)

TO: News Media CO: _____

FAX NO: _____

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Ottumwa City Council Meeting #26 to be held on
8/18/2020

*** FAX MULTI TX REPORT ***

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DEPT. ID 4717
PGS. 4
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Ottumwa Courier
KTVO
Tom FM



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JOB NO. 2305
DEPT. ID 4717
ST. TIME 08/14 08:43
SHEETS 4
FILE NAME
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TRANSACTION OK 96847834
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Ottumwa Courier
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FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Ottumwa City Council Meeting #26 to be held on
8/18/2020

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

REGULAR MEETING NO. 24
Council Chambers, City Hall

August 4, 2020
5:31 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tues., March 17, 2020, which has been extended through Aug 23, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on Aug 23, 2020: mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following reqs: social distancing: the gathering organizer must ensure at least six feet of physical distance between each group or individual attending alone and implement reasonable measures under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

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

Dalbey moved, seconded by Stevens to approve the following consent agenda items and tabling Item B-5, Approve the appointment of Kristen Mitchell to the position of Risk Mgr/Purchasing Agent in the Finance Dept.; to be presented at the next regular or special mtg.: Mins from Regular Mtg. No. 23 on July 21, 2020 as presented; Ack. of June financial rpt. and pymt. of bills as submitted by the Finance Dept.; Recommend appointment of Connie Millard to the Cemetery Brd. of Trustees, term to expire 7/1/2024; Civil Service Commission Eligibility Lists for July 22, 2020; Finance – Risk Mgr. & Purchasing Agent Entrance, Engineering Aide Entrance, Engineering Asst. I Promo.; Accept the grant award in the amount of \$4,125 from the IA State Fire Marshal's Office to purchase Virtual Reality Fire Extinguisher Demonstrator for the Fire Dept.; Approve the purchase of Labconco dish washer for WPCF from North Central Labs including shipping for the price of \$11,975; Approve the purchase of a Biochemical Oxygen Demand (BOD) incubator for WPCF from North Central Labs for the price of \$5,115; Approve the purchase of six (6) galvanized light poles for the PW Dept. for a total amount of \$16,464; Approve the purchase of forty (40) LED Street lights for the PW Dept. for a total amount of \$12,701.04; Res. No. 173-2020, approving the contract, bond and cert. of insurance for the WPCF Rebid Final Clarifier Select Repaint Project; Res. No. 174-2020, setting Aug 18, 2020 as the date of a public hearing on the approval of a three yr. lease agt. with the Ottumwa Community School Dist. for the use of the Beach Ottumwa facilities; Res. No. 179-2020, setting Aug 18, 2020 as the date of a public hearing on the adoption of *Our Ottumwa* Comprehensive Plan; Beer and/or liquor applications for: Morgan's Corner Bar & Grill, 436 W. Second.; with temp. OSA on 8/15/2020; Ottumwa Grocery LLC, 129-131 E. Second; all applications pending final inspections. All ayes.

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

City Admin. Rath reported *Our Ottumwa* Comprehensive Plan will be adopted on Aug. 18, 2020. Individuals can comment during the PH. The redrafted version of the comp plan is available for viewing at ourottumwa.com.

City Admin. Rath also mentioned the 2020 Census; results impact the shaping of federal funds, congressional districts, schools, highways and dollars coming into the community; asking everyone to do your part and respond to the census. You can complete the 2020 Census by going to 2020census.gov. or responding by mail. Enumerators will begin going door to door. You can also call 884-330-2020. Council member Berg requests to have notices on our social media platforms for both the Comp Plan and 2020 Census.

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

Roe moved, seconded by Dalbey to approve the submission of the 2020 Justice Assistance Grant (JAG) in the amount of \$15,462 and auth. the Mayor, City Admin. and Chief of Police to sign any related docs as required. Police Chief Farrington reported the funds will help purchase an L-Tron High Res. Camera Image Capture Kit with software to recreate crime scenes into a 3-D image to aide in the investigation process for the Police Dept. All ayes.

Dalbey moved, seconded by Berg to auth. the Mayor to sign the Agt. and Consent to Lien for Water Service Costs for 203 E. Main in connection with the Ottumwa Main St. (Downtown Streetscape) Project. All ayes.

Roe moved, seconded by Berg to approve the price quote from Winger Mechanical in the amount of \$14,663.56 for repairs to the Beach HVAC unit for the Parks Dept. Parks & Rec. Dir. Rathje reported the compressor and condenser fan assembly on the HVAC unit have failed and need replaced. This is a Seresco unit installed by Winger in 2015 and is no longer under warranty. Winger is the only local company qualified to do repair work on this unit. Repairs will be funded by the Beach Renovation project. All ayes.

Dalbey moved, seconded by Stevens to accept the bid and award the contract for demo and clean-up of asbestos contaminated debris and excavation, filling and grading at 640-642 E. Main to Dan Laursen and Dustan Smith for the bid sum of \$34,800. Planner Simonson reported due to the difficulty of the project, two contractors partnered to provide one bid. The majority of the bid amount is to remove the asbestos contaminated portion of the remaining bldg. and surrounding debris. All ayes.

Dalbey moved, seconded by Roe to accept bid and award contract for the 2020 RFP#1 – City Hall Driveway Widening Project to DC Concrete and Construction of Douds, IA, for the bid sum of \$8,640. PW Dir. Seals reported five bids were received. All ayes.

Berg moved, seconded by Dalbey to approve the replacement of the over-head garage door on east side of PW Garage from Klodt Door Service in the amount of \$7,260. PW Dir. Seals reported the overhead doors at the PW Garage are from when the bldg. was built in 1978. Four of the doors were in poor condition. Two doors have been replaced with two more in need of replacement. We will continue to replace doors as they reach the end of their useful service life and budget allows. All ayes.

Roe moved, seconded by Dalbey to adopt Appendix A as part of the School Resource Officer Agt. between the City of Ottumwa and the Ottumwa Community School Dist. City Admin. Rath stated the current Agt. expired June 30, 2020. Superintendent McGrory will present this Appendix A to the Ottumwa School Brd. at its next mtg. Staff from both entities are working together to improve language and expectations within the Agt., but wanted to establish the compensation schedule. This will be a three year agt. once approved. All ayes.

Dalbey moved, seconded by Berg to auth. the City Admin. to solicit Request for Proposals (RFP) regarding general legal services for the City of Ottumwa, IA. If authorized by City Council, RFP's will be released on or around Aug. 5, 2020 with the goal of appointing a firm to take on legal services for the City beginning no later than Oct. 1, 2020. All ayes.

This was the time, place and date set for a public hearing approving the plans, specifications, form of contract and est. cost for the WPCF - Concrete Repairs Project. PW Dir. Seals reported this project

consists of the removal of all deteriorated concrete and replacing with new horizontal and vertical or overhead concrete repairs found in the Primary Clarifier and the VLR Aeration Basins. Original budgeted amount \$90,000; this is a unit priced contract where the scope can be adjusted and prioritized to meet available funding, as the opinion of cost is \$124,760. Bids will be opened Aug. 26, 2020 with construction expected to commence Oct. 1, 2020 and substantially complete by April 30, 2021. No objections were received. Roe moved, seconded by Dalbey to close the public hearing. All ayes.

Dalbey moved, seconded by Roe that Res. No. 176-2020, approving the plans, specifications, form of contract and est. cost for the WPCF - Concrete Repairs Project, be passed and adopted. All ayes.

Roe moved, seconded by Berg that Res. No. 168-2020, inc. a policy related to recalling and/or reinstating former City employees into the City of Ottumwa Personnel Policies and Procedures, be passed and adopted. City Admin. Rath reported the revised personnel policies approved June 2, 2020 did not reflect language for recalling employees from layoff status. Councilman Dalbey wanted clarification that 6 positions within the Fire Dept. were either laid off or retired; City Admin. Rath stated one employee left, one employee retired and 4 were laid off; the recall process starts with the most senior employee on the preferred list, who in this instance took a job elsewhere, leaving the next most senior employee offered recall to his position. We were able to recall one person in the Fire Dept. All ayes.

Berg moved, seconded by Roe that Res. No. 171-2020, authorizing the Planning Dir. to host the AmeriCorps Refugee RISE Program, be passed and adopted. Planner Simonson reported Refugee RISE is an AmeriCorps program started by EMBARC Iowa that trains emerging leaders from the refugee and immigrant communities to connect and support fellow refugees and immigrants with education, jobs and services to increase economic opportunity. The Planning Dept. is interested in supporting one two-member team to create a community needs assessment that would identify specific needs in our immigrant and refugee communities and provide goals and measurable action items that will help improve how we provide services. These members would start in Sept. or Oct. Hosting the program requires the hosting organization to provide working space for the team, supervision and direction as well as \$6,000 to help provide the living stipend and education benefit. The Ottumwa Reg. Legacy Foundation will provide \$5,000 and JBS \$1,000 with the City of Ottumwa hosting. Our application has been submitted and we are waiting to hear if we are guaranteed to host this program. All ayes.

Dalbey moved, seconded by Berg that Res. No. 172-2020, auth. the Mayor to sign a task order allowing Kirkham Michael, our Airport Consultant, to do an Aeronautical Topographical Mapping (AGIS) of the Ottumwa Reg. Airport for a total cost of \$63,000, be passed and adopted. Airport Mgr. Cobler reported in order for the FAA to recognize completion of the 13/31 Runway extension project, they require a topographical map for the length of 10 miles each direction of the airport to identify all obstructions. Kirkham Michael will hire Quantum Spacial from Michigan to perform this mapping at a cost of \$63,000. This was approved by the Airport Adv. Brd. on July 14, 2020. All ayes.

Berg moved, seconded by Dalbey that Res. No. 175-2020, award the contract for the 2020 Fox Sauk & N. Court Intersection Project to TK Concrete, Inc. of Pella, IA in the amount of \$151,095, be passed and adopted. PW Dir. Seals reported this project will enlarge the intersection radius, add a paved shoulder and panel replacement on N. Court at the intersection of Fox Sauk Rd. The improvements will better accommodate semi traffic turning movements. Three bids were received. Budgeted amount \$142,347 is what was approved through OEDC; difference will come out of Road Use Tax. Council Member Roe abstained from voting due to being on the OEDC Brd. Ayes: Berg, Dalbey, Stevens. Abstain: Roe. Absent: Meyers. Motion carried.

Roe moved, seconded by Dalbey that Res. No. 177-2020, approving Change Order No. 1 in the amount of \$7,000 for the WPCF Rebid Final Clarifier Select Repainting Project, be passed and adopted. PW Dir. Seals reported this change order increases the contract by \$7,000 to address repainting of the north and south clarifier structures; making the new contract sum \$56,100. All ayes.

Dalbey moved, seconded by Stevens that Res. No. 178-2020, approve the purchase of a John Deere 544L Wheel Loader from Murphy Tractor and Equip. of Des Moines, IA, in the amount of \$184,116.51, be passed and adopted. PW Dir. Seals reported this replacement was approved by the Fleet Committee on Nov. 20, 2019 and specs for the wheel loader were approved May 29, 2020. This replacement is included in the 20/21 budget cycle. The new wheel loader will be on a 20 year replacement schedule. All ayes.

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

Mayor Lazio and City Admin. Rath met with Ottumwan's for Racial Justice to review city policies; agree to continue conversations with this group and they may share some of their thoughts with Council at a future mtg.

Mayor Lazio also stated he requests to hold a special mtg. on Aug. 12, 2020 at 12:00 Noon to approve a REAP Grant for the trails committee.

Councilman Dalbey requested an update from Finance on the future of the transit levee; and discussed with PW Dir. Seals on the Milner St. Project with upcoming start of school.

City Admin. requested that Council reconsider Item B-5. With the Civil Service Commission Eligibility List being approved (Item B-4) and only one candidate on this list; this is the only viable candidate to hire for said position. Councilman Dalbey tabled this item because he had questions on the starting step, considering we have budget constraints. City Admin. Rath explained that candidate brings experience related to the position which is why the request to start at an accelerated step.

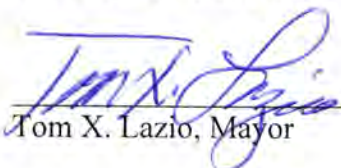
Dalbey moved, seconded by Stevens to remove from the table Consent agenda Item B-5; motion to approve the appointment of Kristen Mitchell to the position of Risk Mgr/Purchasing Agent in the Finance Dept. All ayes.

Roe moved, seconded by Berg to approve the appointment of Kristen Mitchell to the position of Risk Mgr/Purchasing Agent in the Finance Dept. All ayes.

There being no further business, Dalbey moved, seconded by Stevens that the meeting adjourn. All ayes.

Adjournment was at 6:29 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 25
Council Chambers, City Hall

August 12, 2020
12:00 O'Clock P.M.

In order to protect the health and safety of our citizens and staff and mitigate the spread of COVID-19, we are following the Proclamation of a State Public Health Disaster Emergency issued at 12:00 P.M. on Tuesday, March 17, 2020, which has been extended through Aug. 23, 2020. Effective 8:00 a.m. on June 12, 2020, and continuing until 11:59 p.m. on Aug. 23, 2020: mass gatherings or events of more than 10 people in attendance may be held but only if the gathering complies with all other relevant provisions in the Proclamation with the following requirements: social distancing: the gathering organizer must ensure at least six feet of physical distance between each group or individual attending alone and implement reasonable measures under the circumstances of each gathering to ensure social distancing of gathering participants, increased hygiene practices, and other public health measures to reduce the risk of transmission of COVID-19 consistent with guidance issued by the IDPH.

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

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

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

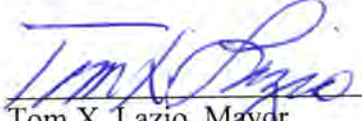
Dalbey moved, seconded by Stevens that Res. No. 181-2020, approving Change Order No. 7, in the amount of \$2,490.42 for the Main St. (Downtown Streetscape) Reconstruction Project, be passed and adopted. PW Dir. Seals reported the Arts Council requested the addition of electrical power supply for future sculptures in the 100 blk. of Main St. This change order is quoted costs to add the addtl Quazite boxes, conduit and wire for future sculptures. This addtl cost will be paid for from the Legacy funding amount. Council Member Berg abstained from voting as she is on the Arts Council Brd. Ayes: Dalbey, Stevens, Meyers. Abstain: Berg. Absent: Roe. Motion carried.

Meyers moved, seconded by Berg that Res. No. 182-2020, approving submission for a REAP Grant to fund a multi-use trail from Richmond Ave and Ferry Intersection to Greater Ottumwa Park Project, and authorize the Mayor to sign the application, be passed and adopted. PW Dir. Seals reported this is a 100% not to exceed \$150,000 grant program. It is part of the Ottumwa Bicycle and Pedestrian Plan developed and approved by City Council on 11/21/17. The Wapello County Trails Council in conjunction with City's Engineering Group developed a REAP grant to expand the trail system to provide a safe route from the residential areas south of the Greater Ottumwa Parks system. This application must be submitted to IDNR by 8/15/2020 for consideration. All ayes.

There being no further business, Dalbey moved, seconded by Berg that the meeting adjourn. All ayes.

Adjournment was at 12:10 P.M.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

OTTUMWA CIVIL SERVICE COMMISSION

COMMUNICATION SPECIALIST – Entrance Eligibility List

1. Brittney Bachman
2. Tim Van Maaf
3. Danielle Leffler
4. Olivia Andrews
5. Shelby Smith
6. Krystal Peterson
7. Luke Wimsatt
8. Maya Griebel
9. Summer Street
10. Mallery Tolle

Certified August 12, 2020

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman
Ed Wilson
Ann Youngman

OTTUMWA CIVIL SERVICE COMMISSION

Police Supervisor – Sergeant – Promotional Eligibility List

1. Michael Sieren
2. Scott Adams
3. Jeremy Tosh
4. Caleb Mitchell
5. Richard (Levi) Ritz

Certified August 12, 2020

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman
Ed Wilson
Ann Youngman

OTTUMWA CIVIL SERVICE COMMISSION

Police – Lieutenant – Promotional Eligibility List

1. Jason Parmenter
2. Blake Lefler
3. Aaron Vose
4. Justin Rice

Certified August 12, 2020

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman
Ed Wilson
Ann Youngman

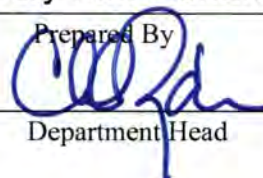
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 18, 2020

Mary Lou Donaldson

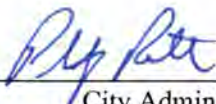
Prepared By



Department Head

Police

Department



City Administrator Approval

AGENDA TITLE: Approve the appointment of Summer Street to the full-time position of Communication Specialist for the Ottumwa Police Department.

Public hearing required if this box is checked.

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

RECOMMENDATION: Approve the appointment of Summer Street to the full-time position of Communication Specialist for the Ottumwa Police Department effective August 19, 2020.

DISCUSSION: The appointment Summer Street of will fill an opening caused by the resignation of Alexa Mikita. Street graduated from IHCC and attended the University of Northern Iowa. Street is currently IOWA/NCIC certified. She is on the current civil service list and this position is included in the 2020/2021 Police Department budget. This appointment is pending test results.

Source of Funds: 001-111-6010

Budgeted Item: Budget Amendment Needed: No

CITY OF OTTUMWA

Staff Summary

2020 AUG 18 PM 1:51

**** ACTION ITEM ****

Council Meeting of: August 18, 2020

Engineering
Department

Alicia Bankson
Prepared By
Larry Seal

Department Head

RH R
City Administrator Approval

AGENDA TITLE: Resolution #184-2020. Approving the contract, bond, and certificate of insurance for Fox Sauk and North Court Intersection 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 #184-2020.

DISCUSSION: This project will enlarge the intersection radius, add a paved shoulder and panel replacement on North Court Street at the North Court and Fox Sauk Road intersection. The improvements will allow the intersection to better accommodate semi traffic turning movements.

These are the required bonds, certificate of insurance and signed contract with TK Concrete, Inc. of Pella, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the August 4, 2020 City Council Meeting in the amount of \$151,095.00.

Funding:
USDA Rural Business Development Grant - \$142,347.00

Source of Funds: USDA RBDG

Budgeted Item:

Budget Amendment Needed:

RESOLUTION #184-2020

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE FOX SAUK & NORTH COURT INTERSECTION PROJECT


WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to TK Concrete, Inc. of Pella, Iowa in the amount of \$151,095.00 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 TK Concrete, Inc. of Pella, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED, AND ADOPTED, this 18th day of August, 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk



SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this 18th day of August, 2020, by and between the City of Ottumwa, Wapello County, Iowa, the party of the first part, hereinafter called the OWNER and TK Concrete, Inc. of Pella, Iowa the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE 1

SCOPE OF WORK. The Contractor shall furnish all materials and perform all work shown on the Plans and described in the Specifications entitled: "**NORTH COURT AND FOX SAUK INTERSECTION PROJECT - Ottumwa, Iowa**" prepared by the City Engineering Department of Ottumwa, Iowa, acting as and in these documents entitled, the ENGINEER, and shall do everything required by this Agreement, the General Conditions of the Contract, the Specifications and the Plans.

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed and shall be completed in 20 working days and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$151,095.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

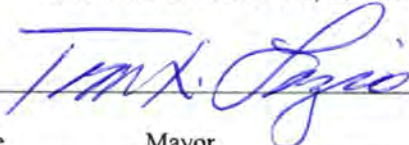
ACCEPTANCE AND FINAL PAYMENT. The manner of making final acceptance and final payment shall be as provided in the Specifications. The Owner may require the Contractor to show satisfactory evidence that all payroll, materials, bills and other indebtedness connected with the work shall have been paid before final acceptance of the work. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens and from all claims by the Contractor except those previously made and still unsettled, and except potential claims by owner against Contractor pursuant to the two (2) year warranty or guaranty period as provided for in the specifications, the Notice of Letting and the Performance Bond.

ARTICLE VII

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


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

CITY OF OTTUMWA, IOWA

By 
Title Mayor

ATTEST:


Title City Clerk

TR Concrete, Inc
Contractor
By 
Title President
Address 1608 Fifield Rd
City, State, Zip Pella, IA 50219



TKCONCR-01

JBOWLIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2020

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 License # 1001001193 The Dana Company 12345 University, Ste 300 Des Moines, IA 50325	CONTACT NAME: PHONE (A/C, No, Ext): (515) 224-4391 FAX (A/C, No): (515) 224-4955 E-MAIL ADDRESS: info@thedanaco.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED TK Concrete Inc PO Box 111 Pella, IA 50219	INSURER A: Integrity Mutual Insurance Company	NAIC # 14303
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 <input type="checkbox"/> OTHER		CPP2791628	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 2791630	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUP2791635	9/1/2019	9/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCP2791634	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Fox Sauk & North Court Intersection

CERTIFICATE HOLDER

CANCELLATION

City of Ottumwa
 105 East 3rd 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

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

T K Concrete, Inc.
1608 Fifield Road

Pella, IA 50219

OWNER:

(Name, legal status and address)

City Of Ottumwa
105 E. Third Street

Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date: 8/18/2020

Amount: \$151,095.00

Description:

(Name and location)

North Court and Fox Sauk Intersection Project, work as further outlined in Schedule of Prices, Ottumwa, Iowa

SURETY: Granite Re, Inc.

(Name, legal status and principal place of business)

14001 Quailbrook Drive

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: 8/18/2020

(Not earlier than Construction Contract Date)

Amount: \$151,095.00 ONE HUNDRED FIFTY ONE THOUSAND NINETY FIVE AND 00/100

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

T K Concrete, Inc.

Signature: 

Name *Tony Vermeer*

and Title: *President*

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*

Granite Re, Inc.

Signature: 

Name Troy Staples, Attorney-in-fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651) 457-6842

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
City Engineer

§ 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 Section 3.

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

- .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 Section 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .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 Section 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 Section 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 Owner's 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 Section 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:

- .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
- .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 Section 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 Section 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 Section 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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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 Section 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 period of limitation 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 to the Contractor of 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA[®] Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

T K Concrete, Inc.
1608 Fifield Road

Pella, IA 50219

OWNER:

(Name, legal status and address)

City Of Ottumwa
105 E. Third Street

Ottumwa, IA 52501

CONSTRUCTION CONTRACT

Date: 8/18/2020

Amount: \$151,095.00

Description:

(Name and location)

North Court and Fox Sauk Intersection Project, work as further outlined in Schedule of Prices, Ottumwa, Iowa

BOND

Date: 8/18/2020

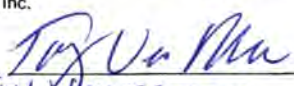
(Not earlier than Construction Contract Date)

Amount: \$151,095.00 ONE HUNDRED FIFTY ONE THOUSAND NINETY FIVE AND 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
T K Concrete, Inc.

Signature: 
Name: Tony Vermicer
and Title: President

(Any additional signatures appear on the last page of this Payment Bond.)

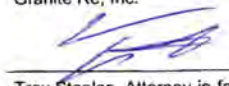
(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Pate Bonding, Inc.
1276 South Robert Street
West St. Paul, MN 55118
(651)457-6842

SURETY

Company: *(Corporate Seal)*
Granite Re, Inc.

Signature: 
Name: Troy Staples, Attorney-in-fact
and Title:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
City Engineer

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 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 Section 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 Section 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,

- .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
- .2 have sent a Claim to the Surety (at the address described in Section 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 Section 13).

§ 6 If a notice of non-payment required by Section 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 Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 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 Section 7.1 or Section 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 Section 7.1 or Section 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 Section 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 Section 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 request 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 "labor, materials or equipment" that part of 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

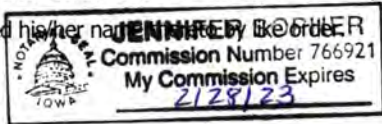
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Iowa)
County of Marion)

On this 18th day of August, in the year 2020, before me personally come(s) Tony Vermeer, to me known, who, being duly sworn, deposes and says that he/she is the President of the TK Concrete, Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name JENNIFER SOPHER by like order.

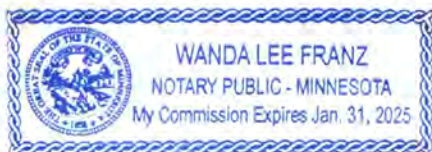


Jennifer Sopher
Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 18th day of August, in the year 2020, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]
Notary Public

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

JONATHAN PATE; WANDA FRANZ; TOM LAHL; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN may lawfully do in the premises by virtue of these presents.

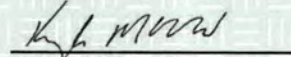
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

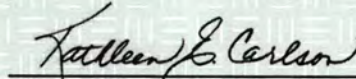


Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Notary Public

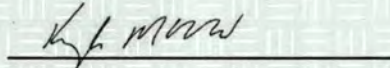
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 18th day of August, 2020.





Kyle P. McDonald, Secretary/Treasurer

MSO report to City Council

August 18, 2020

July 1st Starts our New Year

President of the Board- Blaire Siems

Vice President- Tricia Smith

Secretary – Bradley Grefe

New Board Members starting in July 2020

Holly Berg

Mike Dunlap

Joining: Blaire Siems, Claudia Gates, Tricia Smith, Bradley Grefe, Jake McCoy, Connie Ferguson, Tony Floden

	07/01/2019, 06/30/2020	06/01/2006 06/30/2020
2010 Population	25,203	25,203
Business Starts/Relo. / Expansion	2	57
Net New Jobs	4	398
Building Projects*	8	255
Dollars Invested in Projects*	\$728,000	\$16,806,310
#Buildings Sold	8	65
Dollars Invested in Acquisition	\$617,037	\$4,189,188
Volunteer Hours	2,066	40,464

2020 Priorities

1. Supporting Downtown Businesses
2. Fostering a strong Organization and Support System
3. Creating a Vibrant and Active Downtown

Blue - Completed

Purple- In progress or planning

Orange- Postponed or cancelled

Green- Added or New

Design

- Alley Piano
 - Paint Iowa Beautiful Grant
 - Clean Up Day Spring / fall-April 18 - Sept 26
 - Hanging Baskets and sidewalk pots flowers /winter decorations
 - Extended DMP Canteen Alley, Market on Main & Jefferson St lot
 - Earth Day Bridge Lighting-April 22
 - Upstairs Downtown/ upper story tours May 15 & 16
 - Downtown Garden Tour - July 10
 - Seasonal vacant window decorating- march, June, Sept
 - Holiday Window decorating contest- Nov 19
 - Interior Pop Up shops / Vacant property cleanup day
postponed until Spring
- applying next year
postponed/comp 5-2
planted 38 /17
- Virtual completed 4-22
cancelled
Garden party fundraiser
Spring complete

Economic Vitality

- Form Committee
 - Open 4 Business
 - Consumer back to business survey
 - Challenge Grant
 - Upper Story CDBG Application
 - Market Analysis with Main Street Iowa
 - Pop Up Shop Event
 - Business Workshop for pop ups
 - Business Workshop for pop ups
 - Business Workshop for pop ups
 - Business Workshop for pop ups
 - Business Workshop for pop ups
 - Business Workshop for pop ups
 - District Stats
- Complete
Application submitted 4-17
Complete
will be submitted Aug 28
may submit next year
market information updated
- Completed Survey, cancelled Pop Ups
until Spring
looking at doing business workshops in
person or virtual

Organization

- Quarterly newsletters-Feb 7, May 1, Aug7, Nov 6
 - Web site- On going
 - SSMID Committee
 - Volunteer Recruitment- Feb 28 or 29th
 - Budget
 - Queen of the Green- Sept 26
 - Annual Report
 - Letter Campaign- Letter out in October
 - Downtown tours and Speakers group
- Covid updated and business help
Formed
Complete
Complete
Planning
under way
Will be sent out in October
none scheduled due to Covid

- Central Park Trees-Letters out Sept, lighting 11/27
- Field to Fork- Sept 18
- Holiday Tour of Homes- Dec 4 & 5

letters going out
will be served to your door
Cancelled

Special Events Promotions

- Movies in the Park 6-20/7-18/8-15
- Canteen Contest/ with GOPIP - June 6
- Build it Dig it Do it- July 16
- Makers Market- Sept. 19
- History Walk- Oct 16,23,30
- Ribbon Cutting Street Event

Completed with distancing circles
Cancelled
Cancelled
Cancelled
planning in progress
looking at dates

Business Promotions

- Paint Crawl-March 27
- Ladies Night Out-April 24
- Main Street Madness - June 6
- Wine Stroll – June 18
- Shop Small Love Local- Aug 29
- Junk Fest Jaunt-Sept 18, 19, 20
- Witch way to Main -October 29
- Holiday Open Houses- Nov. 19
- Small Business Saturday- Nov. 28
- Last minute Shoppers Dec. 17or 18

postponed
Cancelled
Cancelled
Cancelled

Cancelled
planning
planning
planning
planning

Board

- Main Street Training and professional development
- MSI Partnership visit –April 9
- Look into and or Apply for Great American Main Street Award
- Apply for Iowa Great Places Designation
- Build Grant Application
- Quarterly Meeting for City Council- Jan 21, April,7, July 21, & Oct. 6
- National Accreditation for Main Street America

Mostly Virtual
postponed
on Hold
Applied were finalist but denied
Submitted

Report for Main Street Ottumwa COVID-19 Customer Survey

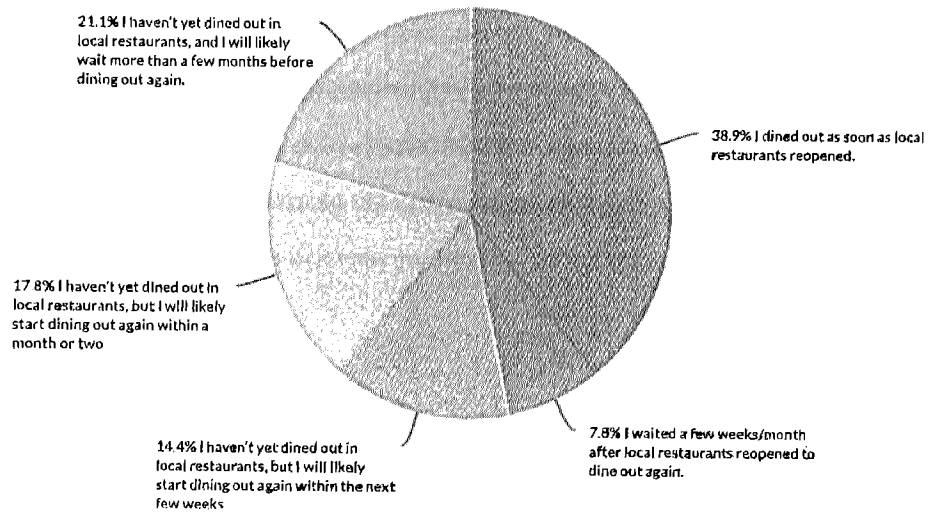
Response Counts

Completion Rate: 100%
Complete

90

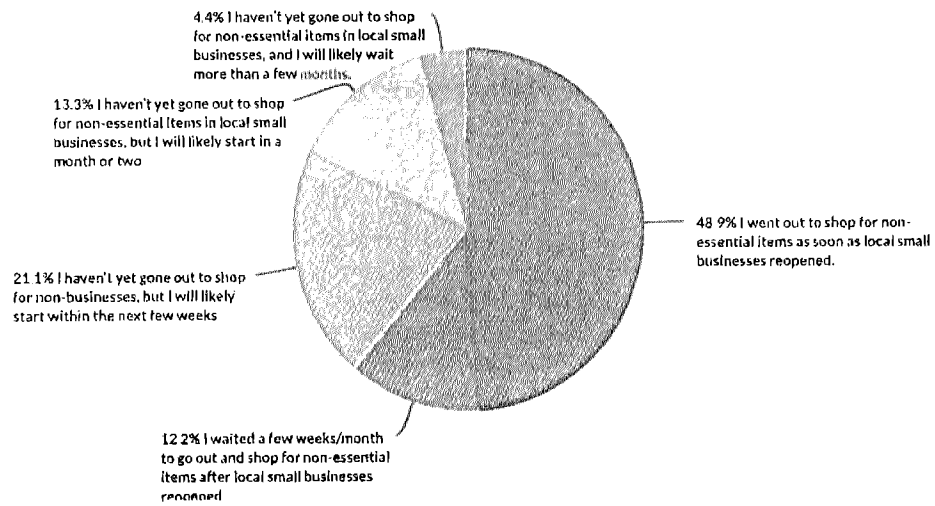
Totals: 90

1. As the recovery from the COVID-19 crisis proceeds, how long did/will you wait before dining out?



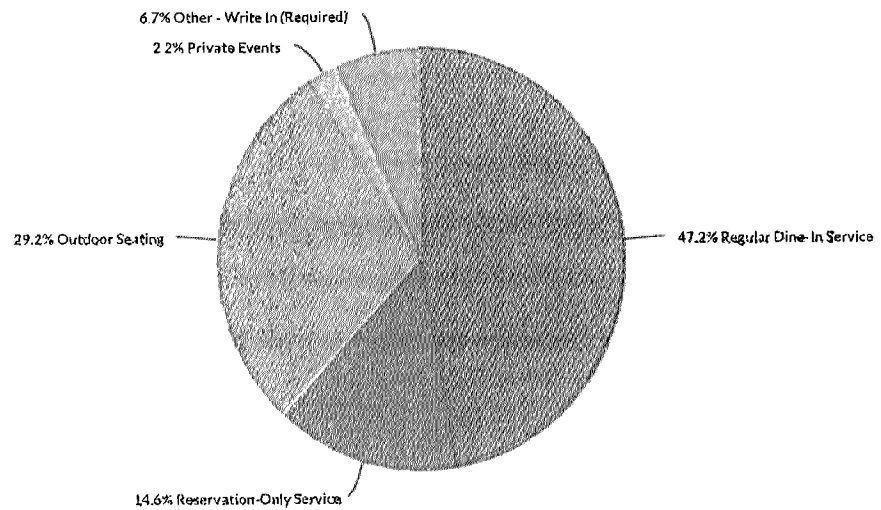
Value	Percent	Responses
I dined out as soon as local restaurants reopened.	38.9%	35
I waited a few weeks/month after local restaurants reopened to dine out again.	7.8%	7
I haven't yet dined out in local restaurants, but I will likely start dining out again within the next few weeks.	14.4%	13
I haven't yet dined out in local restaurants, but I will likely start dining out again within a month or two.	17.8%	16
I haven't yet dined out in local restaurants, and I will likely wait more than a few months before dining out again.	21.1%	19
		Totals: 90

2. As the recovery from the COVID-19 crisis proceeds, how long did/will you wait before shopping for non-essential items in local small businesses?



Value	Percent	Responses
I went out to shop for non-essential items as soon as local small businesses reopened.	48.9%	44
I waited a few weeks/month to go out and shop for non-essential items after local small businesses reopened.	12.2%	11
I haven't yet gone out to shop for non-businesses, but I will likely start within the next few weeks.	21.1%	19
I haven't yet gone out to shop for non-essential items in local small businesses, but I will likely start in a month or two.	13.3%	12
I haven't yet gone out to shop for non-essential items in local small businesses, and I will likely wait more than a few months.	4.4%	4
Totals:		90

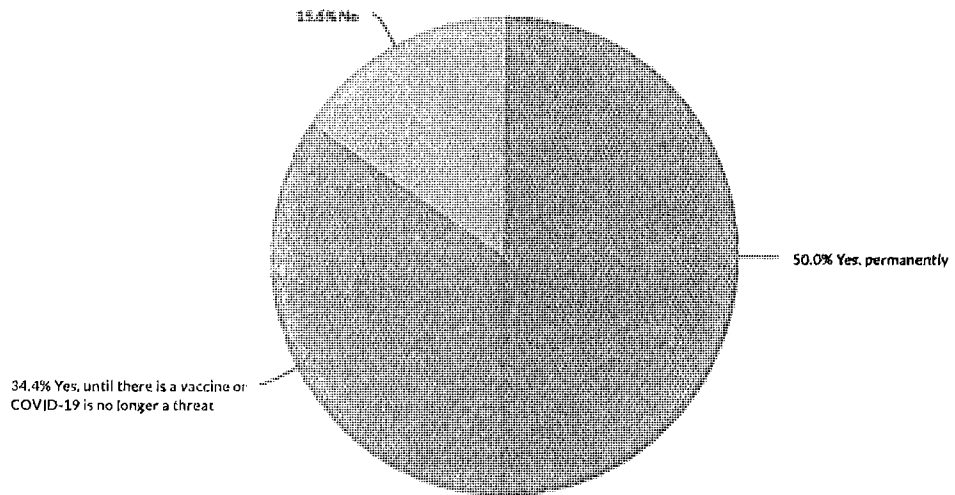
3. What away-from-home dining experience would you prefer as the recovery from the COVID-19 crisis proceeds?



Value	Percent	Responses
Regular Dine-In Service	47.2%	42
Reservation-Only Service	14.6%	13
Outdoor Seating	29.2%	26
Private Events	2.2%	2

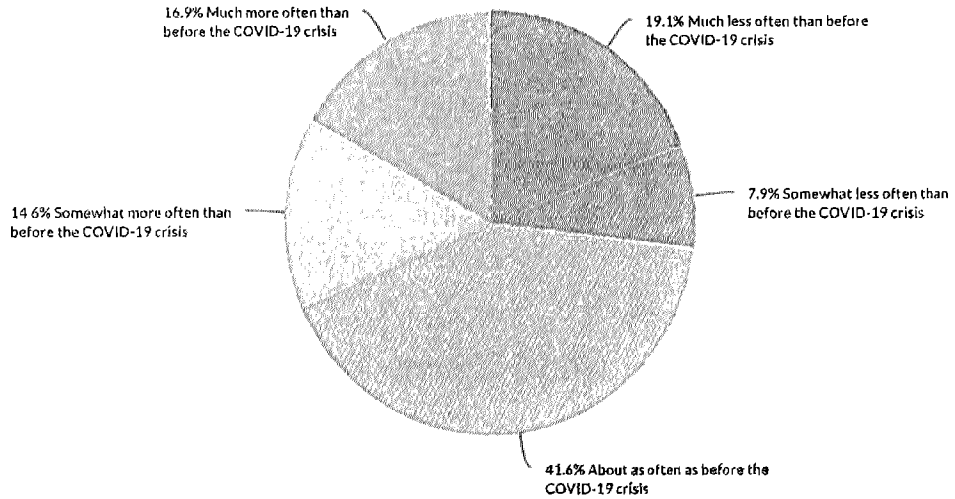
Other - Write In (Required)	Count
Buffets to open	1
Happy with the pickup options. Not dining out	1
Reservation only with limited capacity and adequate spacing	1
Social distancing	1
Take out	1
all of the above	1
Totals	6

4. Would you like to see curbside options for restaurants continue as the recovery from the COVID-19 crisis proceeds?



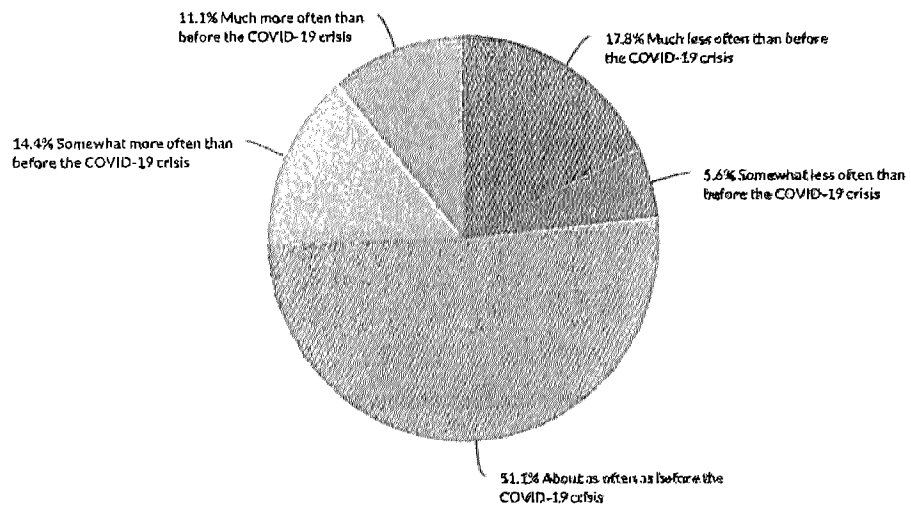
Value	Percent	Responses
Yes, permanently	50.0%	45
Yes, until there is a vaccine or COVID-19 is no longer a threat	34.4%	31
No	15.6%	14
		Totals: 90

5. How often would you like to have meals from local restaurants delivered to your home as the recovery from the COVID-19 crisis proceeds, compared to before the COVID-19 crisis?



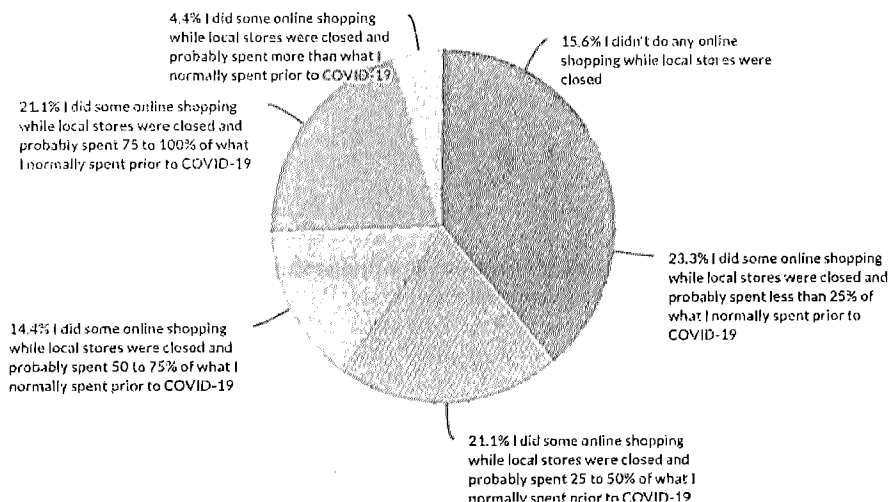
Value	Percent	Responses
Much less often than before the COVID-19 crisis	19.1%	17
Somewhat less often than before the COVID-19 crisis	7.9%	7
About as often as before the COVID-19 crisis	41.6%	37
Somewhat more often than before the COVID-19 crisis	14.6%	13
Much more often than before the COVID-19 crisis	16.9%	15
		Totals: 89

6. How often would you like to have groceries delivered to your home as the recovery from the COVID-19 crisis proceeds, compared to before the COVID19 crisis?



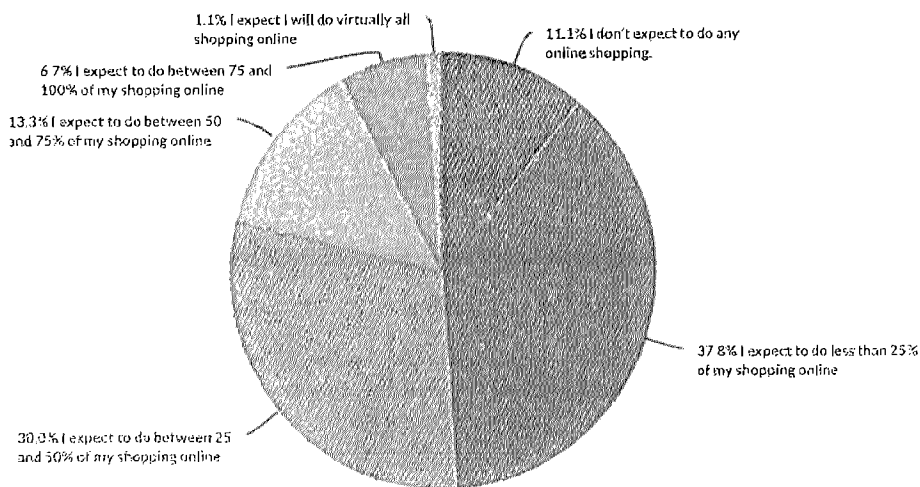
Value	Percent	Responses
Much less often than before the COVID-19 crisis	17.8%	16
Somewhat less often than before the COVID-19 crisis	5.6%	5
About as often as before the COVID-19 crisis	51.1%	46
Somewhat more often than before the COVID-19 crisis	14.4%	13

7. Prior to local stores reopening, how much of your regular shopping did you shift to online retailers?



Value	Percent	Responses
I didn't do any online shopping while local stores were closed	15.6%	14
I did some online shopping while local stores were closed and probably spent less than 25% of what I normally spent prior to COVID-19	23.3%	21
I did some online shopping while local stores were closed and probably spent 25 to 50% of what I normally spent prior to COVID-19	21.1%	19
I did some online shopping while local stores were closed and probably spent 50 to 75% of what I normally spent prior to COVID-19	14.4%	13
I did some online shopping while local stores were closed and probably spent 75 to 100% of what I normally spent prior to COVID-19	21.1%	19
I did some online shopping while local stores were closed and probably spent more than what I normally spent prior to COVID-19	4.4%	4
		Totals: 90

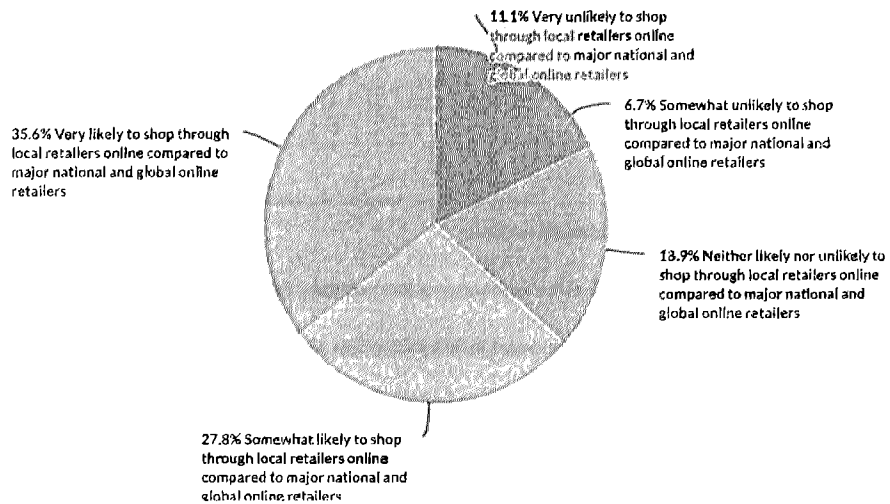
8. As the recovery from the COVID-19 crisis proceeds, how much of your regular shopping do you expect to do through online retailers?



Value	Percent	Responses
I don't expect to do any online shopping.	11.1%	10
I expect to do less than 25% of my shopping online	37.8%	34

Value	Percent	Responses
I expect to do between 50 and 75% of my shopping online	13.3%	12
I expect to do between 75 and 100% of my shopping online	6.7%	6
I expect I will do virtually all shopping online	1.1%	1
		Totals: 90

9. If local merchants offered their products and services through online shopping, how likely would you shop through local retailers online stores compared to major national or global online retailers?



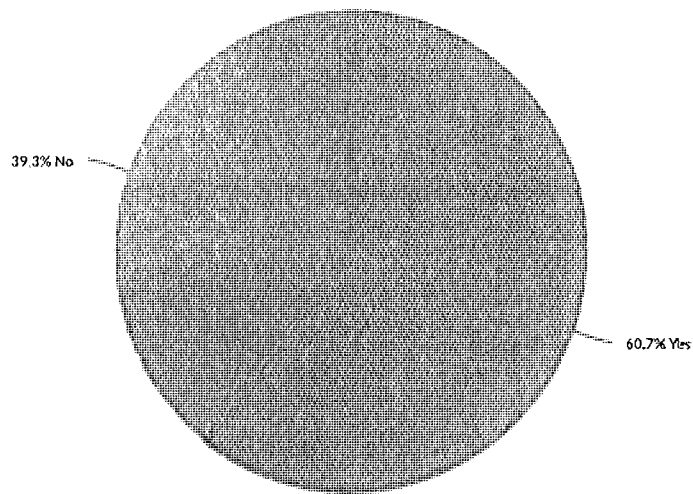
Value	Percent	Responses
Very unlikely to shop through local retailers online compared to major national and global online retailers	11.1%	10
Somewhat unlikely to shop through local retailers online compared to major national and global online retailers	6.7%	6
Neither likely nor unlikely to shop through local retailers online compared to major national and global online retailers	18.9%	17
Somewhat likely to shop through local retailers online compared to major national and global online retailers	27.8%	25
Very likely to shop through local retailers online compared to major national and global online retailers	35.6%	32
		Totals: 90

10. For each of the following changes to business operations, please check the items that would make you more likely to shop or dine at a small business.

Value	Percent	Responses
Hand sanitizer station at the entrance to the store / restaurant	65.9%	58
Curbside pickup at shops / restaurants	55.7%	49
Shopping/ordering online with in-person pickup	53.4%	47
Strict limitations are set on the number of customers or diners in the space at the same time	51.1%	45
Menus, store inventory, and/or advertisements available online and outside the store to limit time required browsing while inside	50.0%	44
Hand sanitizer station next to benches and trash cans along the sidewalk outside businesses	46.6%	41

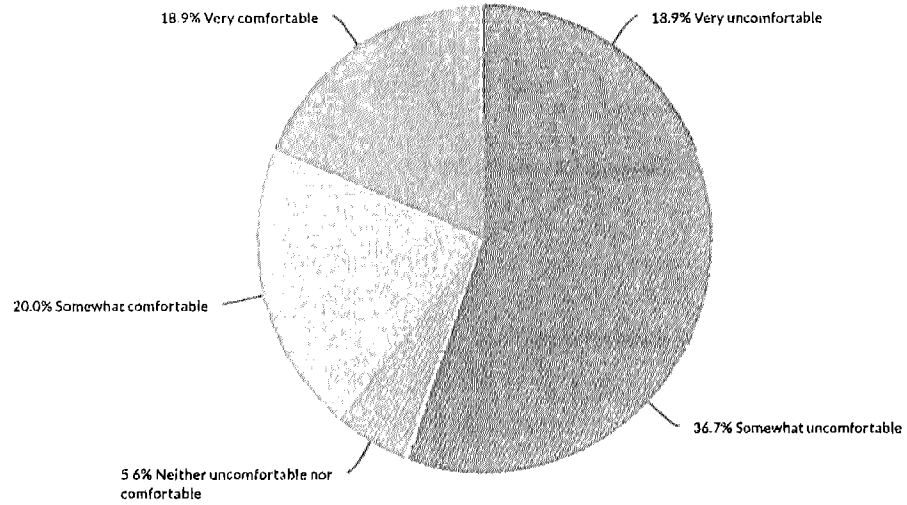
Value	Percent	Responses
Touch free payment systems at checkout	44.3%	39
All staff at a store or restaurant wear face masks	43.2%	38
Ground markings to show six-foot gaps in places where customers line-up	42.0%	37
Touch free doors at entry and exit	42.0%	37
Delivery services from shops / restaurants	42.0%	37
Plexiglass or other barriers to separate staff and patrons at checkout	34.1%	30
Shopping/ordering over the phone with in-person pickup	34.1%	30
Masks are worn by all customers in a store	25.0%	22
All staff at a store or restaurant wear gloves	21.6%	19
Gloves are given out to all customers entering the store	8.0%	7
Membership / subscription options at restaurants and retailers	6.8%	6

11. Would you, as the customer, be willing to pay more for the goods and services in businesses that implement increased safety precautions?



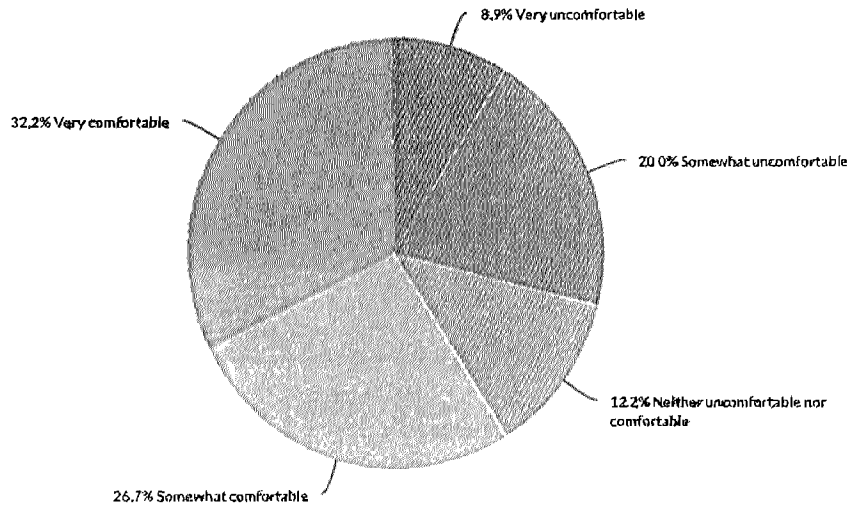
Value	Percent	Responses
Yes	60.7%	54
No	39.3%	35
		Totals: 89

12. While adhering to appropriate social distancing guidelines, how comfortable would you be attending a large indoor event?



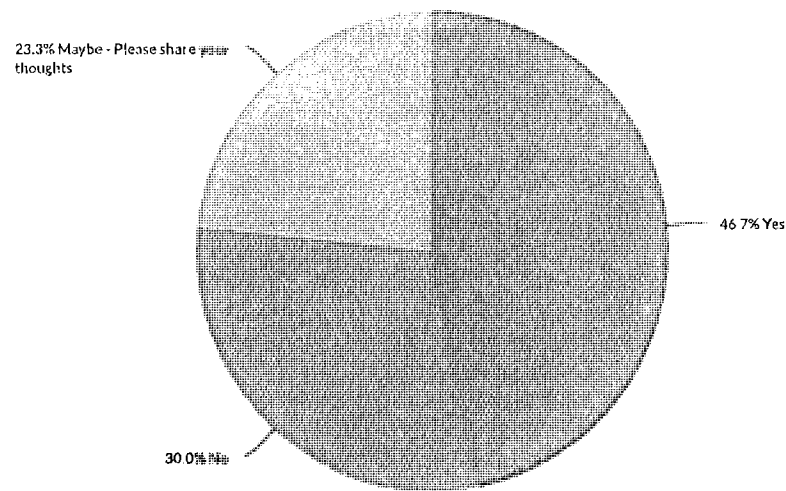
Value	Percent	Responses
Very uncomfortable	18.9%	17
Somewhat uncomfortable	36.7%	33
Neither uncomfortable nor comfortable	5.6%	5
Somewhat comfortable	20.0%	18
Very comfortable	18.9%	17
Totals:		90

13. While adhering to appropriate social distancing guidelines, how comfortable would you be attending a large outdoor event?



Value	Percent	Responses
Very uncomfortable	8.9%	8
Somewhat uncomfortable	20.0%	18
Neither uncomfortable nor comfortable	12.2%	11
Somewhat comfortable	26.7%	24
Very comfortable	32.2%	29

14. If Main Street Ottumwa were to hold event similar to Ladies Night Out in held in July/August/September would you plan to attend?



Value	Percent	Responses
Yes	46.7%	42
No	30.0%	27
Maybe - Please share your thoughts (click to view)	23.3%	21

Totals: 90

Maybe - Please share your thoughts

Count

Although interested- I'm uncertain as to how much of a crowd you may have in hot summer months and with parents possibly having to spend money on back to school clothes,etc.

1

Depends on Covid numbers at the time

1

Depends on if Covid cases are not increasing for a while.

1

Depends on size of event and amount indoor/outdoor

1

Depends on the details of event

1

Depends on the precautions in place

1

Ee

1

Have PTSD about going out alone at night. Will go with trusted friends.

1

Heat factors would be part of my decision, so fall instead of July

1

I would support this if available.

1

I'm not a lady. Lol

1

If they could give info, freebies outside as the stores get very crowded

1

It would depend on the COVID numbers in our community.

1

It would depend on the weather and what activities my children had going on

1

Only if masks were required.

1

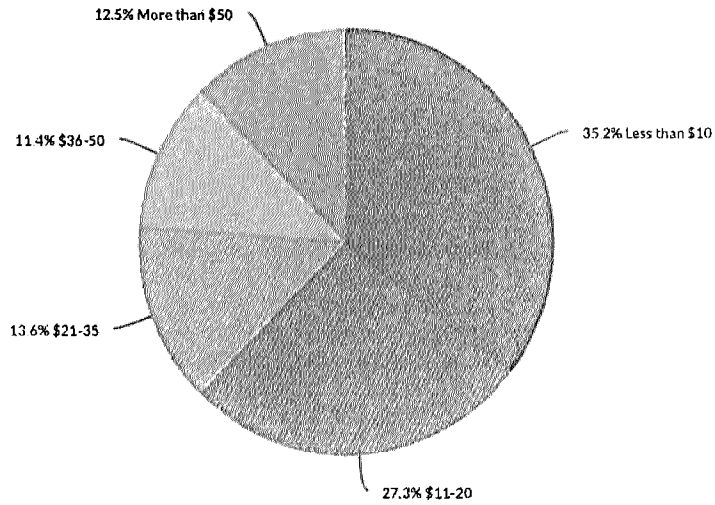
Past these dates as flu season ramps up again I would be unwilling. I would go/support but might leave if I felt others were not appropriate

1

The walk needs to be reorganized to accommodate safe distancing guidelines.

1

15. If Main Street Ottumwa were to hold an event/fundraiser supporting businesses in the district, how much would you consider contributing to attend?



Value	Percent	Responses
Less than \$10	35.2%	31
\$11-20	27.3%	24
\$21-35	13.6%	12
\$36-50	11.4%	10
More than \$50	12.5%	11
		Totals: 88

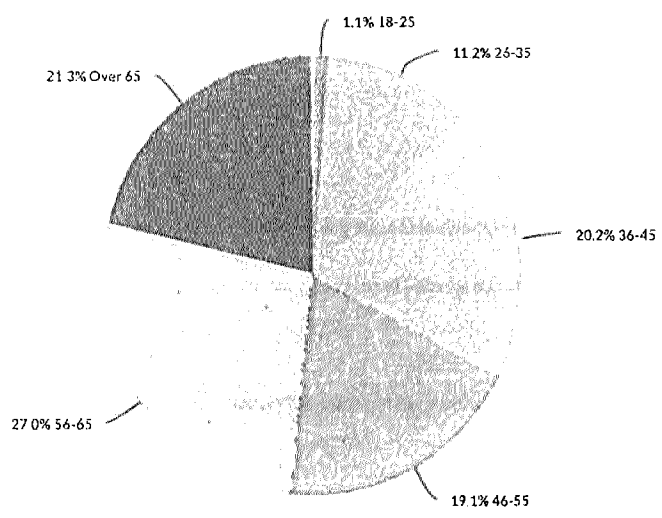
16. We appreciate your loyalty to local businesses. Please share with us any other ideas and suggestions that you feel would make your shopping/dining/service experiences more comfortable as we all navigate our new normal.

[Hide Responses](#) ▾

ResponseID Response

- 77 I would rather vendor address prices internally instead of assessing an additional fee for precautions. You don't assess an additional fee when internal costs occur otherwise. It should be a part of overall markup that allows me decide how much I want to spend.
- 78 Praying for all our business people, you are all doing well!
- 90 I work at the hospital and feel a strong responsibility to protect the public from exposure to me. I've done 100% curbside shopping since March 23. Continuing curbside is critical to my patronage of local stores. Shoutout to Martha's & Earl May for curbside. I would be interested in buying gift cards now for use in stores later also

- 10 Main St. Should continue to spotlight the businesses in the district.
- 19 I would love to see a Ladies Night Out event this summer!
- 21 Go Main Street!!!
- 27 Lets just open up without all the rules and regulations and let people make their own decisions.
- 36 Lets get back to normal!!!!
- 44 Having the menu on the tables and covered-I believe Riverside Restaurant has done this-helps a great deal
- 46 Definitely need more businesses like a small grocery store, tea room. I know it's difficult at this time. Thanks for asking our opinion.
- 47 Na
- 51 Easier access to businesses hours/closings would certainly be helpful for starters! Currently you figure out how to get downtown to find the business closed today - or until further notice, etc. I get it. It's hard to know when you're going to be open but even harder for customers to know!! We don't know what your plans are...
- 53 Strongly want to support our local businesses
- 56 Use Facebook to let customers no business information. I would like on line shopping at local small businesses.
- 57 collaborate to do a Local Shopping web site aggregator where i could find any local biz that wanted to sell online, and get it delivered to my house or office.it has to be a full commerce site that takes payment, makes adjustments, etc
- 61 Virtual events/auctions where I could support local businesses without going in person
- 63 N/A
- 67 I'm fairly certain most people are being careful therefore I feel we need to get businesses up and going. We cannot afford to loose any more resources
- 69 Honestly, I'm a bit concerned about contributing to the pandemic more than I am about contracting the virus. I would be out and about more if businesses treated their clients with respect by taking proper precautions to limit spread- indefinitely until a vaccine is developed. One of my biggest limitations to shopping downtown is honestly just variety and convenience. I'm willing to risk shopping DT amidst the pandemic, we just need more options to choose from.
- 71 Too difficult to shop with the streets tore up especially if your handicapped
- 72 Lack of masks on others is my biggest concern. My mask helps you, not me. I need others to wear masks to protect me.
- 73 Just use your head. Be clean. Wash your damn hands!
- 75 Enforcing required masks



Value	Percent	Responses
18-25	1.1%	
26-35	11.2%	
36-45	20.2%	
46-55	19.1%	
56-65	27.0%	
Over 65	21.3%	
		Totals:

This is a report for "Main Street Ottumwa COVID-19 Customer Survey" (Survey #5)



Ottumwans for Racial Justice

Mission

OFRJ is committed to promoting, teaching and practicing antiracism and social justice in Ottumwa, Iowa.

Vision

We envision Dr. Martin Luther King, Jr.'s beloved community free of racism, poverty, discrimination and violence of any kind.

Values

- We value justice
- We value inclusion, equity and opportunity
- We value unity
- We value accountability
- We value intentionality
- We value diversity and intersectionality
- We value trauma-Informed healing centered engagement
- We value education
- We value non-violent resistance
- We value the strength and resiliency of BIPOC
- We value BIPOC people's experiences/voices/leadership/representation

Our Beliefs

- We believe racism is real and is a problem in Ottumwa, Iowa.
- We believe intersectionality must be in the forefront of our work.
- We believe in non-violent events/protests/meetings
- We believe that unequal pay and unequal opportunities lead to poverty. We believe that poverty is used to control BIPOC.
- We believe group decisions/actions should be led by listening to, and hearing the voices and lived experiences of BIPOC members of our group
- We believe political involvement is critical
- We believe everyone is created equally and has inherent value and the right to self-determination, equal opportunities and a life free from violence
- We believe education is the best tool to eradicate racism and implicit bias to create inclusive communities
- We believe in community and stakeholder collaboration
- We believe in youth engagement and leadership

FILED
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CITY OF OTTUMWA

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 18, 2020

Airport
Department

Chris Cobler
Prepared By
Phillip Rath
Department Head



City Administrator Approval

AGENDA TITLE: Bid report to reject bids received on the 2020 Apron Improvement Project at the Ottumwa Regional Airport.

 ****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 bids received for the Apron Improvement Project.

DISCUSSION: This project is to replace apron area already existing from the original Naval base in 1945. The city has already replaced 2 sections of this area the past two years. The two bids came in much higher than previous projects and the estimated cost from Kirkham Michael. The staff and the Airport Advisory Board recommend rejecting the bids and rebidding this project next spring. Grant funding from the IDOT will still be available next year.

Source of Funds: 85% IDOT and 15% Airport Fund Balance Budgeted Item: Budget Amendment Needed:

CompanyName	EntryDate	DocType	Designation	Bus. Types	Contact	Line1	Line2	City	State	Zip	Phone	Fax	Email
County Materials - Iowa City	7/1/2020	eBidDoc	Supplier		Leslie Shall	270 Izaak V	270 Izaak V	Iowa City	IA		52246 319-371-78	877-445-8	leslie.shalla@countymaterials.com
Jones Contracting Corp	7/23/2020	eBidDoc	Prime Bidder		Patrick Jon	1956 West	PO Box 156	West Point	IA		52656 319-837-81	319-837-6	pjones@jonescontractingcorp.com
Peterson Contractors Inc	7/1/2020	eBidDoc	Unknown		estimating	PO Box A		Reinbeck	IA		50669 319-345-2		bids@pcius.com
Iowa Civil Contracting, Inc	7/2/2020	eBidDoc	Prime Bidder		Missy Rhin	1106 3rd St	P.O. Box Q	Victor	IA		52347 319-647-3	319-647-2	missyr@iowacivil.com
Lejas Corporation	7/1/2020	eBidDoc	Prime Bidder	SBE	Randy H. R	6202 S. Ma	Suite 127	Tempe	AZ		85283 480-775-11	480-775-11	rringleb@lejascorp.com
Master Builders Of Iowa	6/29/2020	eBidDoc	Plan Room		Cindy Adar	221 Park Street		Des Moines	IA		50309 515-288-7	515-288-8	mbiplanroom-dsm@mbionline.com
Cedar Falls Construction Co., Inc	7/7/2020	eBidDoc	Prime Bidder		Luke Budke	PO Box 366	PO Box 366	Cedar Falls	IA		50613 319-235-6		luke@cedarfallsconstruction.com
Phoenix Corp	7/10/2020	eBidDoc	Prime Bidder		Brian Conn	506 E. Maii	PO Box 236	Spring Grove	MN		55974 507-498-5	507-498-5	bconnell@phxbridge.com
Select Signing	7/27/2020	eBidDoc	Subcontractor		Wes Pudil	3164 122 St		Amana	IA		52203 319-440-0		selectsigninginc@gmail.com
Logan Contractors Supply	6/29/2020	eBidDoc	Supplier		T.J. Daley	4101 106th Street		Urbandale	IA		50322 515-253-9	515-253-9	tj@logancontractors.com
DeLong Construction, Inc.	7/24/2020	eBidDoc	Subcontractor	WBE	Dana DeLo	1320 N 8th	PO Box 486	Washington	IA		52353 319-653-3	319-653-3	ddpatterson@iowatelecom.net
Dodge Data & AnalyticsNext Me	6/30/2020	eBidDoc	Plan Room	DBE	Adam Boui	4300 Beltw	Suite 150	Arlington	TX		76018 513.666.33	800-768-5	dodge.docs@construction.com
TK Concrete	7/2/2020	eBidDoc	Prime Bidder	SBE	Billie Stout	1608 Fifield RD		Pella	IA		50219 641-628-4	6.42E+09	Billie@vermeergroup.com
Kirkham Michael	7/2/2020	eBidDoc	A/E Consultant		Cindy Sierz	12700 West Dodge Ro		Omaha	NE		68154 402-393-5		csierzant@kirkham.com
Construction Products Marketin	7/9/2020	eBidDoc	Supplier		Landon We	7111 James Avenue		Richfield	MN		55423 612-242-8		lwallace@cpmgroup.net

BID TABULATION

PROJECT:
 Ottumwa Regional Airport, Iowa
 Apron Improvements
 Iowa DOT Project Number: 9I200OTM100
 Iowa DOT Contract Number: 21631
KM PROJECT NO.:
 1912230

ENGINEER:
 Kirkham Michael
 4390 114th Street
 Urbandale, Iowa 50322

DATE OF BID OPENING: July 28, 2PM

Description	Quantities	Units	Engineer's Opinion		Iowa Civil Contracting, Victor, IA		TK Concrete, Pella, Iowa	
			Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
BASE BID (Items 1 thru 17)								
1	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 51,000.00	\$ 51,000.00	\$ 34,500.00	\$ 34,500.00
2	3,375	SY	\$ 10.00	\$ 33,750.00	\$ 10.00	\$ 33,750.00	\$ 15.00	\$ 50,625.00
3	3,375	SY	\$ 6.00	\$ 20,250.00	\$ 2.00	\$ 6,750.00	\$ 3.20	\$ 10,800.00
4	3,375	SY	\$ 10.00	\$ 33,750.00	\$ 3.00	\$ 10,125.00	\$ 10.00	\$ 33,750.00
5	3,375	SY	\$ 54.00	\$ 182,250.00	\$ 67.00	\$ 226,125.00	\$ 70.00	\$ 236,250.00
6	21	EA	\$ 300.00	\$ 6,300.00	\$ 150.00	\$ 3,150.00	\$ 500.00	\$ 10,500.00
Total Base Bid (Items 1 thru 6)				\$296,300.00		\$330,900.00		\$376,425.00

**Ottumwa Regional Airport (OTM)
2020 Apron Improvements**

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
1	Safety Plan, Traffic Control & Mobilization	1	LS	\$ 51,000.00	\$ 51,000.00
2	12" Pavement Removal	3,375	SY	\$ 10.00	\$ 33,750.00
3	12" Subgrade Preparation	3,375	SY	\$ 2.00	\$ 6,750.00
4	5" Modified Subbase	3,375	SY	\$ 3.00	\$ 10,125.00
5	7" PCC	3,375	SY	\$ 67.00	\$ 226,125.00
6	Tie-Down Anchors	21	EA	\$ 150.00	\$ 3,150.00
BASE BID					\$ 330,900.00

Item No.	Description	Estimated Quantity	Amount
A	Engineering, Testing, & Administration	LS	\$ 51,500.00
TOTAL			\$ 51,500.00

Estimated Construction Cost

Item No.	Description	Estimated Quantity	Amount
Base	Bid Bid Items 1 thru 6		\$ 330,900.00

TOTAL PROJECT COSTS:	
BASE BID PLUS CONSTRUCTION ENGINEERING	\$ 382,400.00

TOTAL PROJECT (BASE)=	\$382,400.00
Iowa DOT Share (85%)=	\$297,500.00
Local share =	\$84,900.00

Max. Grant=\$297,500

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 18, 2020

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seals

Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Award the Contract for the 2020 RFP #3 Sewer Lateral Connection 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 Drish Construction of Fairfield, Iowa in the amount of \$14,850.00 and authorized the Mayor to sign the Contract.

DISCUSSION: This project will consist of saw cutting, removal and disposal of approximately 45 SY of pavement (PCC and HMA), excavating and locating existing sewer lateral, installing a drop connection in an existing concrete manhole, re-routing and connecting new 6" PVC lateral to manhole, placing and finishing approximately 45 SY of 8" PCC Patch on 6" of compacted road stone, control joint saw cutting, control joint sealing and restoration of site.

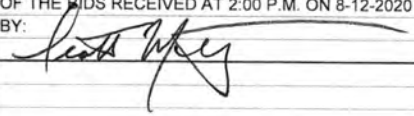
Bids were received and opened by the City of Ottumwa on August 12, 2020 at 2:00 p.m. Five (5) sets of plans were distributed and three (3) bids were received. The low bidder is Drish Construction of Fairfield, Iowa in the amount of \$14,850.00.

Bid Tab and Plan Holders List are attached.

Source of Funds: Road Use Fund Balance

Budgeted Item:

Budget Amendment Needed:

RFP #3 Sewer Lateral Connection												
8/12/2020												
ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE				Drish Construction		DP Plumbing		Boitnott Enterprises	
			QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
1	Pavement Removal	SY	45	\$ 35.00	\$1,575.00	\$ 40.00	\$1,800.00	\$90.00	\$4,050.00	\$ 62.50	\$2,812.50	
2	Sewer Lateral Installation	LF	35	\$ 250.00	\$8,750.00	\$ 150.00	\$5,250.00	\$254.29	\$8,900.00	\$ 710.72	\$24,875.20	
3	Internal Drop Connection	EA	1	\$ 2,500.00	\$2,500.00	\$ 1,500.00	\$1,500.00	\$2,300.00	\$2,300.00	\$ 2,500.00	\$2,500.00	
4	8" PCC Pavement	SY	45	\$ 125.00	\$5,625.00	\$ 140.00	\$6,300.00	\$180.00	\$8,100.00	\$ 62.50	\$2,812.50	
TOTAL					\$18,450.00		\$14,850.00		\$23,350.00		\$33,000.20	
BID TABULATION FOR ALTERNATE OR SEPARATE WORK												
5	6" Sewer Lateral, Bore	LF	25	\$ 150.00	\$3,750.00	\$ -	\$0.00	\$ -	\$0.00	\$ -	\$0.00	
TOTAL					\$3,750.00		\$0.00		\$0.00		\$0.00	
GRAND TOTAL					\$22,200.00		\$14,850.00		\$23,350.00		\$33,000.20	
<p>I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION OF THE BIDS RECEIVED AT 2:00 P.M. ON 8-12-2020 BY: </p>												

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 18th day of **August, 2020** by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and **Drish Construction of Fairfield, Iowa**. Hereinafter called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: **SEWER LATERAL CONNECTION** as stated in the attached RFP #3. RFP #3 and signed proposal included as part of this contract.

In the following location to wit; Sewer Lateral for 522 Richmond, located on the corner of Richmond Ave, and Webster Street, in Ottumwa, Iowa.

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

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

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

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

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

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in RFP #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

Tom. Lazio
Thomas X. Lazio, Mayor



ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk

Roger DeWitt
Contractor
1701 S main
Address
Fairfield, IA 52556
City, State, Zip

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 18, 2020

Park & Recreation
Department

Gene Rathje
Prepared By
Gene Rathje
Department Head



City Administrator Approval

AGENDA TITLE: Grant Application for the Wapello County Foundation

Public hearing required if this box is checked.

RECOMMENDATION: Approve the Grant Application for the Wapello County Foundation

DISCUSSION: The Ottumwa Parks Advisory Board has requested that a grant application should be submitted to the Wapello County Foundation to partially fund a new showerhouse and office building for the Ottumwa Park Campground. This grant application was approved by the Park Board at their meeting on August 11, 2020. The Wapello County Foundation has stated that all grant applications from the City of Ottumwa must be approved by the City Council.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

WAPELLO COUNTY FOUNDATION APPLICATION FOR COMMUNITY AWARDS

1. GUIDELINES:

- A. The City of Ottumwa is an IRS approved, non-profit organization that serves the citizens of Ottumwa and Wapello County.
- B. This is an application for a Recreational Facility.

2. APPLICATIONS:

- 1. Contact name is: Gene Rathje, Parks Director, City of Ottumwa, 105 East 3rd Street, Ottumwa, Iowa 52501.
- 2. The federal employer I.D Number is 42-600-5094.
- 3. The IRS non- profit determination letter is attached.
- 4. This project was approved by both the Ottumwa Parks Advisory Board and the Ottumwa City Council in August, 2020.
- 5. This project will involve the construction of a new, high quality ADA handicapped accessible showerhouse and office in the Ottumwa Park Campground.
- 6. The objective of this project is to construct a new showerhouse and office facility in the Ottumwa Park Campground that will serve campers of all ages from the entire United States.
- 7. This project will have a positive impact on Ottumwa by creating more high quality recreational opportunities for Ottumwa area residents of all ages. It will also generate more revenue for the Ottumwa Park Campground by attracting more campers to the campground.
- 8. The profile of people to be served by this project are campers of all ages in Ottumwa and the entire United States.
- 9. The budget for this project is approximately \$400,000.
- 10. The total amount of the grant requested is \$50,000.
- 11. This project will be completed by December 30, 2022.
- 12. A profit/loss statement for the Ottumwa Parks Department is attached.
- 13. There is no organization in this area that provides recreational services similar to Ottumwa Parks and Recreation.

3. FOLLOW-UP:

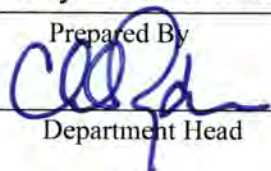
- A. A report on the project will be submitted when the project is complete. We will also publish recognition of the project in the Ottumwa Courier and GOTV.

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 18, 2020

Police
Department

Mary Lou Donaldson
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Consideration of application to the Iowa Department of Public Safety for the UCR Technical Specification Subaward Solicitation funding.

Public hearing required if this box is checked.

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

RECOMMENDATION: To authorize the submission of the application over the Internet and authorize the Mayor or Chief of Police to sign any related documents as may be required.

DISCUSSION: The FBI requires all states to be NIBRS (National Incident Based Reporting System) certified. In order for the state to receive certification, it must receive "good" data from agencies. Agency certification helps ensure the quality and integrity of data at the state and national level. The police department reports its data through the in-house computer system. This software is licensed and maintained by Computer Information Systems, Inc. (CIS). For agencies that report via a records management system (RMS), software changes are mandatory. The quote from CIS to make these changes is \$14,100.00. This is an unexpected and unbudgeted expense for the department. This application is for reimbursement for this expense.

Source of Funds: 001-1-110-6340

Budgeted Item: Budget Amendment Needed: Yes

Subaward funds are limited, this is a competitive application. The number and dollar amount of subawards made will be dependent upon the volume of applications received.

Important: This document is provided for informational purposes only. All responses must be submitted via the electronic application form available at [UCR Technical Specification Subaward Application](#).

Subaward Application

The Iowa Department of Public Safety is seeking applications for funding to support efforts of local law enforcement agencies to report incident-based crime data to Iowa's Uniform Crime Reporting (UCR) program. Under this solicitation, funding will be provided to update local records management systems to comply with the new Iowa UCR technical specification.

Please note that while all eligible agencies are encouraged to apply, this is a competitive application. The deadline to apply is 11:59 pm Central on August 31, 2020.

Agency Name

____ Ottumwa Iowa Police Department _____

Subrecipient Contact Information

Name _____ Thomas Millikin _____

Phone _____ 641-683-0628 _____

Email _____ millikint@ottumwa.us _____

Provide a brief statement detailing why your agency is applying for funding.

____ The Ottumwa Police Department is applying for this award to help alleviate the costs associated with the upgrade of our records management system. This upgrade will cover the required software changes to our RMS to satisfy the new technical specifications required by the State of Iowa's UCR program updates. These changes are mandated by the State of Iowa's UCR program, and is an unexpected and unbudgeted expense for the department. _____

Indicate your Records Management System (RMS) Vendor.

- All Points
- Central Square (Interbadge, Sunguard, Tri-Tech, Zuercher)
- Computer Information Systems (CIS)**
- Global Public Safety (Sleuth, TAC10)
- In-Synch
- Intergraph/Hexagon
- New World/Tyler
- Shieldware
- Other, please specify _____

Provide the dollar amount quoted by your RMS vendor to comply with the new Iowa UCR technical specification. Supporting documentation may be requested at a later date.

_____ 14,100 _____

Provide the dollar amount of funds requested. Note that subawards may only be used to update local records management systems to comply with the new Iowa UCR technical specification. Other uses are expressly prohibited.

_____ 14,100 _____

Provide a timeline of the work to be completed, including the start and end date for programming changes within the RMS. As part of the timeline, please include plans for agency

certification. Note that vendors have been provided with a compliance deadline of December 31, 2020, and that agencies will be certified when they achieve an error rate of less than four percent (4%) over three consecutive months. All work related to the subaward, including agency certification, must be completed no later than September 30, 2021.

Changes to our RMS software are scheduled to be completed by our vendor Computer Information Systems (CIS) by December 31, 2020. To ensure agency certification, records staff will undergo training by CIS in January 2021 to develop an understanding of the changes to reporting crime data. The software will be implemented department wide shortly thereafter, allowing plenty of time to achieve agency certification. Records staff will continue close supervision of record submissions to ensure three consecutive months of data with an error rate of less than 4%, as required. Officers will receive training by the records staff to achieve an understanding of the new requirements.

If awarded funds, does your agency agree to a sign written agreement with the Iowa Department of Public Safety?

Yes

No

Does your agency have an active Dun & Bradstreet (DUNS) number?

Yes

No

Uncertain

Display This Question:

If Does your agency have an active Dun & Bradstreet (DUNS) number? = Yes

Provide your agency DUNS number.

73490542



July 16, 2020

Lynn Diveley
Ottumwa Police Department
330 W 2nd Street
Ottumwa, IA 52501

Subject: NIBRS Implementation

Dear Lynn,

The cost to fully transition to a NIBRS-only data collection implementation is as follows:

NIBRS Preparation and Implementation	\$	10,500.00
Production System Records Conversion	\$	3,600.00
Orientation for Records Personnel	\$	0.00
Total	\$	14,100.00

Please call me directly at 877-673-7800 with any questions.

Very truly yours,

Computer Information Systems, Inc.

Agnes Rygula

Agnes Rygula
Vice President

CITY OF OTTUMWA
Staff Summary

File
AUG 15 4:29 PM

**** ACTION ITEM ****

Council Meeting of : Aug 18, 2020

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 180-2020 - Approving a three-year Lease Agreement with the Ottumwa Community School District for the use of the Beach Ottumwa facilities.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 180-2020.

DISCUSSION: The current Lease Agreement with the Ottumwa School District for the use of the Beach Ottumwa facilities expired on June 30, 2020. City staff negotiated with Ottumwa School District staff and reached a tentative agreement regarding fees and use of the facility. Attached is a three-year agreement with a sliding annual fee structure for each of the three years. The annual fee includes 400 hours of usage. Any hours above the first 400 will be paid at a rate of \$150.00 per hour. The Parks Advisory Board has approved the proposed agreement. A copy of the proposed Lease Agreement is attached.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 180-2020

**RESOLUTION APPROVING LEASE AGREEMENT BETWEEN
THE CITY OF OTTUMWA, IOWA AND THE OTTUMWA SCHOOL DISTRICT**

WHEREAS, the City of Ottumwa, Iowa desires to approve a three-year Lease Agreement with the Ottumwa School District for the annual use of the Beach Ottumwa facility for District educational activities; and

WHEREAS, the City of Ottumwa desires to approve the Lease Agreement with the Ottumwa School District effective upon execution and through June 30, 2023 for the use of the Beach Ottumwa facility for compensation as outlined in stated Agreement.

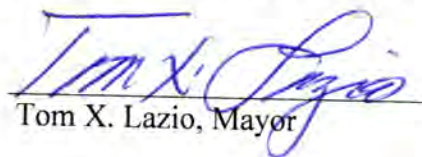
**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF
THE CITY OF OTTUMWA, IOWA:**

That the proposed Lease Agreement between the City of Ottumwa and the Ottumwa School District is hereby approved; and

That the Mayor and the City Clerk of the city of Ottumwa, Iowa, are hereby authorized and directed to execute said renewal on behalf of the City.

APPROVED, PASSED AND ADOPTED, this 18th day of August, 2020.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


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

Notice of Public Hearing

City of Ottumwa

_____ hereto attached was published in said newspaper for 1 consecutive weeks to-wit: 8/06/2020 Subscribed and sworn to before me, and in my presence, by the said 6th day of August, 2020



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 11.29

CO

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN: Notice is hereby given that the City Council of the City of Ottumwa, Iowa, will hold a public hearing on Tuesday, August 18, 2020 at 5:30 P.M. at City Hall in the City of Ottumwa, Iowa on its intent to approve a three-year Lease Agreement with the Ottumwa Community School District for the use of the Beach Ottumwa facilities. All persons interested in the intent to approve the three-year Lease

SMENT

Agreement are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the approval of the three-year Lease Agreement. Statements can also be given to the City Clerk up to 4:30 P.M. on Tuesday, August 18, 2020. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

**BEACH OTTUMWA USAGE AGREEMENT
BETWEEN
THE CITY OF OTTUMWA, IOWA
AND
THE OTTUMWA COMMUNITY SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into this 18 day of August, 2020, by and between the City of Ottumwa, hereinafter referred to as "City", and the Ottumwa Community School District, hereinafter referred to as "District", pursuant to the provisions of Chapter 28E of the Code of Iowa.

WITNESSETH:

WHEREAS, City is a municipal corporation of the State of Iowa located in Wapello County, Iowa and, as such, is the owner and operator of a water recreational facility which contains an indoor standard swimming pool and an indoor minimum depth instructional pool.

WHEREAS, District is a school corporation and independent school district organized under the school laws of the State of Iowa and is located in Wapello County, Iowa; and

WHEREAS, the City and District entered into an Agreement dated April 2, 1991 regarding the construction and rental of a water recreational facility in Ottumwa known as Beach Ottumwa; and

WHEREAS, the Agreement dated April 2, 1991 was modified on June 21, 2016 and is further amended to meet the current needs of the City and the District; and

WHEREAS, the current facility is more than 25 years of age and is currently undergoing capital improvements to ensure the present Beach Ottumwa facilities are up to date and adequate to meet the District's needs for swimming facilities; and

WHEREAS, the District is authorized by law to enter into a rental agreement for the long term use of said facilities.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the City and the District as follows:

1. District does rent from the City its indoor water recreational facility, including the indoor standard swimming pool, the indoor minimum depth instructional swimming pool, dressing rooms, equipment, parking areas, and occasionally the outdoor facility and all easements and appurtenances thereto belonging, incidental or necessary to the

use hereof, all for the periods of time and for the rent hereinafter set forth and upon all of the terms and conditions herein contained.

2. That said rental shall be for the use of the facilities. During said rental times, the use of said indoor pools shall be exclusive unless hereinafter set out. The use of the outdoor pool areas shall not be exclusive unless prior arrangements are made. The use of dressing rooms, appurtenances, areas, equipment, and parking lots shall be non-exclusive but priority thereto shall be afforded to the District. That the City shall make the demised premises available to the District for at least 400 hours during the District's school year as established by the District (which school year will commence in approximately August of one calendar year and terminate in May or June of the succeeding calendar year; that said minimum number of hours shall be guaranteed to the District; that the District shall not be required to utilize the entire amount of said hours, but may do so if it desires. That, in addition to said minimum number of hours as aforesaid, the District may utilize said demised facility for such additional hours as the District and the City may agree upon. If the District desires additional hours of use it shall be given priority over all other proposed users of the City's facility as it pertains to those hours not already scheduled for use by others at the time District's request is made. No right shall exist to require the city to reschedule events or cancel the same as to any request for additional hours of use.

3. The District shall, on or before thirty (30) days prior to the commencement of the school year each year, give notice to the City Parks Director of a tentative schedule of hours that it desires to utilize said facility for the school year, including a tentative schedule of practices and meets before the first practice of the season for each sport. Notice of deviations to the schedule will also be provided to the Parks Director. The giving of such notice is to assist the City in planning the operation of said facility and failure to designate a specific time or date shall not deprive the District of its rights to utilize its minimum hours. In the utilization thereof, the District shall have priority over all other users for those hours so designated. Providing, however, that when any events are scheduled during the District's school year, the District shall be promptly notified of their scheduling which term shall mean within ten (10) days except in the case of an emergency. In the event that the District desires to utilize said facility in excess of the minimum hours aforesaid and does not believe the City has used reasonable steps to assure the District priority for said additional hours, then the matter shall be resolved by consideration of a panel which shall serve for the term of this Agreement and any renewal thereof, and which shall consist of three (3) persons, one (1) appointed by the Superintendent of Schools of the District, one (1) appointed by the City Administrator of the City, and one (1) appointed jointly by the Mayor of the City and the President of the School Board.

4. Rental shall be paid as follows:
 - (a) The District shall pay during the term hereof and any subsequent renewal hereof an annual rental fee of \$48,600 for the school year commencing in August of 2020. The annual rental fee may be paid in quarterly installments to be paid on or before the first day of August, October, January, and April of each year for the respective school term beginning in August. Commencing on July 1, 2021, the rent shall be adjusted to an annual fee of \$52,488. Commencing on July 1, 2022, the rent shall be adjusted to an annual fee of \$56,687.
 - (b) The District shall pay during the term and any subsequent renewal hereof an hourly rental fee for each hour that exceeds 400 hours annually the sum of \$150 per hour.
 - (c) That the City shall include with said billing a full statement of the CPI and CIP calculations made and utilized in connection therewith. In the event the District shall disagree with said calculations, the District shall pay the undisputed amount, and the matter shall be submitted to binding arbitration, the same to be conducted by an arbitrator chosen from a list of three provided by the Public Employees Relations Board (PERB). City and District shall each strike one from the list and the person so remaining shall conduct the arbitration in the manner agreed upon by the City and the District, or determined by the arbitrator if they cannot agree. The decision of the arbitrator shall be final and binding upon the parties and judgment may be entered thereon, if necessary, in the Wapello County, Iowa District Court. No interest shall be required to be paid on the disputed portion until judgment, if necessary, if entered and only thereafter shall interest accrue.
 - (d) In the event students wish to utilize the pool for individualized practices during non-exclusive times, each student shall be charged the sum of \$4.00. Students and/or school coaching staff will obtain pre-approval from school administration and provide the authorization to City staff before usage. City will bill for said usage on a monthly basis.
 - (e) Students utilizing the pool for the PTYC program, the Migrant Summer School Program or school sponsored swim parties; each student will be charged the sum of \$3.00 each. The school district will be billed separately on a monthly basis.
 - (f) City will provide a report monthly to school administration indicating the number of hours utilized toward the annual cap of 400 hours for exclusive pool usage.
5. The term of this rental agreement shall be for a period of three (3) years, commencing on July 1, 2020 and terminating on June 30, 2023.

6. The District may utilize the demised premises for such purposes as are consistent with such facility and as the District may determine are within the District's powers and duties and in furtherance of the District's goals and objectives. By way of specification but not limitation, the District may utilize said facilities for physical educational classes, practices and conditioning for athletic teams, intramural activities, interscholastic activities and meets, and community recreation.
7. During the use of the facilities by the District, the City shall provide such maintenance, as may be necessary to effect the efficient operation of the facility and the exclusive use thereof by the District. Providing, however, that at all times the District shall utilize said facility, the District shall provide its own coaches, and such other personnel, including security personnel and life guards for special events, as may be necessary to properly supervise students, parents of students, employees, families of employees, and guests of District utilizing said facilities.
8. Maintenance in connection with the demised premises shall be the sole responsibility of the City, provided the maintenance is NOT related to damage caused by District use of the facility. Basic repairs and maintenance costs are built into the rental fees set out above. District will be billed separately for maintenance required to repair damage as a result of District use of the facility.
9. All utilities and services of any nature whatsoever shall be the sole responsibility of City.
10. The District shall, during the times it utilizes the demised premises, maintain in full force and effect a policy of liability insurance with limits of liability at a minimum of One Million Dollars (\$1,000,000.00) insuring the District against liability for all District activities at the facility; that the District shall cause the City of Ottumwa to be named as an additional named insured on said policy. The District shall hold the City of Ottumwa harmless from any liability resulting from the District's exclusive usage of said facility.
11. That if by reason of fire, wind, storm or any other natural casualty or disaster which shall destroy the demised premises or render it useless for the purposes of the District, and shall make it impossible for the District to exercise its rights under this Agreement, then the District shall be reimbursed that prorated portion of the rent for the school year that the District was unable to utilize the facilities.

12. The City shall further procure and maintain liability insurance with limits of liability not less than One Million Dollars (\$1,000,000.00) covering liability for the operation of said premises, which said policy shall name the District as an additional named insured for claims and causes of actions brought against the District by reason of its rental of the premises, which claims are not founded on the negligence of the District but the negligence of the city.
13. In the event of a partial damage or destruction of the demised premises, which is interference, that is, which prevents the normal use of the district of said facility and which is repairable within sixty (60) days, then the City shall repair such damage within sixty (60) days of its occurrence.
14. If default shall be made by either party in the performance or compliance with any of the terms, covenants, or conditions of this agreement, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the person aggrieved, in addition to all other remedies now or hereafter provided by law, may but need not perform such term, covenant or condition and make good such default and the amount advanced shall be repaid forthwith on demand, together with interest at a rate of eleven percent (11%) per annum.
15. The District shall have the right and privilege of attaching, affixing, painting or exhibiting signs on the leased premises, provided that such signs shall comply with the ordinances of the City and the laws of the State of Iowa, and that such signs shall not change the structure of the building, or damage the same when taken down. Such signs are subject to the written approval of the City, which approval shall not be unreasonably withheld.
16. The various rights, powers, options, elections and remedies of either party provided in this lease shall be construed as cumulative and no one of them is exclusive of the other or exclusive of any rights, remedies, or priorities allowed either party by law and shall, in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied, or discharged.
17. Notices, as provided for in this agreement, shall be given to the respective parties hereto, at their respective addresses, as hereinafter designated unless either party notifies the other in writing of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent addressed as designated, postage prepaid, by registered or certified mail, return receipt

requested, by the United State Mail, and so deposited in the United States mail box. Said designation of addresses shall be as follows:

DISTRICT:

C/O Superintendent of Schools
Ottumwa Community School District
1112 North Van Buren Avenue
Ottumwa, IA 52501

CITY:

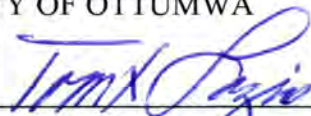
C/O City Administrator
City Hall
105 East Third Street
Ottumwa, IA 52501

18. Each and every covenant and agreement hereto shall extend to and be binding upon the respective successors, heirs, administrators, executors, and assigns of the parties hereto. That this agreement and rights and obligations hereunder may not be assigned by either party without the prior express written consent of the other; said consent not to be unreasonably withheld.
19. None of the covenants, provisions, terms or conditions of this agreement to be kept or performed shall be in any manner modified, waived or abandoned, except by written instrument duly signed by the parties and delivered to each. This lease contains the whole agreement of the parties.
20. Words and phrases herein, including acknowledgment hereof, shall be construed in the singular or plural number and as masculine, feminine, or neuter gender according to the context.

Signed and dated in Ottumwa, Iowa on the date first above written.

CITY OF OTTUMWA

By



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk



OTTUMWA COMMUNITY SCHOOL DISTRICT

DJ Wa
By _____ President

[Signature]
By _____ Secretary

STATE OF IOWA)
) SS.
COUNTY OF WAPELLO)

Subscribed and sworn to before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared Tom X. Lazio and Christina Reinhard, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Ottumwa, Iowa, executing the above and foregoing to which this is attached; that said instrument was signed on behalf of the City of Ottumwa, Iowa and that the said Tom X. Lazio and Christina Reinhard, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of the City of Ottumwa, Iowa, by it and by them voluntarily executed.

Katy King

Notary Public in and for said County and State

STATE OF IOWA)
) SS.
COUNTY OF WAPELLO)



Subscribed and sworn to before me, the undersigned, a Notary Public, in and for the State of Iowa, personally appeared David Weilbrenner and John Berg, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary of the Board of Directors of Ottumwa Community School District, executing the above and foregoing to which this is attached; that said instrument was signed on behalf of the Board of Directors of the Ottumwa Community School District and that the said President and Secretary, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of the Board of Directors of the Ottumwa Community School District, by it and by them voluntarily executed.



Kelly L. Coulter

Notary Public in and for said County and State

Wapello Co Iowa

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 18, 2020

Planning & Development
Department

Zach Simonson
Prepared By
Kevin C. Flanagan
Department Head

PK Rut
City Administrator Approval

AGENDA TITLE: RES. 183-2020, A RESOLUTION ADOPTING THE OUR OTTUMWA COMPREHENSIVE PLAN AND FUTURE LAND USE MAP.

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 183-2020.

DISCUSSION: The City hired Confluence, a consulting firm based in Des Moines, IA, to assist in developing a new comprehensive plan. This plan is meant to guide growth, investment and development in the community in a responsible and efficient way. The plan includes a clear set of goals with measurable action steps and policy considerations. It also includes a new future land use map to guide priorities for zoning, development and growth.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

The plan was developed with oversight from the Comprehensive Plan Advisory Committee as well as public input at a variety of public events, public hearings, stakeholder interviews and surveys. This public input guided planners toward a vision statement with four key elements: housing, growth, community character and celebrating diversity.

The Plan and Zoning Commission considered the Our Ottumwa plan at their August 3, 2020 meeting and held a public hearing at that time. The Commission forwarded a unanimous recommendation to adopt the plan.

The latest additions and corrections to the plan include the completed matrix which assigns priority, timeframe and responsibility for each action item in the implementation chapter, expanded diversity and equity goals and action items and new information about arts and culture.

RESOLUTION NO. 183-2020

A RESOLUTION ADOPTING THE OUR OTTUMWA COMPREHENSIVE PLAN AND
FUTURE LAND USE MAP

WHEREAS, the City of Ottumwa, Iowa, has commissioned a consultant to assist the City with the creation of a new Comprehensive Plan (titled: *Our Ottumwa*) with the primary goal to guide and manage the future growth, investment, and redevelopment of the community in a responsible and efficient manner by establishing goals, action steps, policy considerations, and a preferred future land use plan; and,

WHEREAS, the *Our Ottumwa* plan includes a future land use map to guide priorities for growth, zoning and development; and

WHEREAS, the creation of this new Comprehensive Plan was overseen by an Advisory Committee comprised of representatives from the Ottumwa Regional Legacy Foundation, City Council, Planning Commission, City Staff, and other community stakeholders who regularly met throughout the planning process and collectively provided guidance as to the manner of community input, evaluation and analysis of community data and alternatives, and final direction and content of the Comprehensive Plan; and,

WHEREAS, community stakeholder and general public input for this Comprehensive Plan was obtained throughout the planning process including through stakeholder interviews, a box city kids event, public workshops, and a community survey; and,

WHEREAS, the Ottumwa City Council has received the unanimous recommendation of the Planning and Zoning Commission that the City Council should adopt this Comprehensive Plan as presented to the Commission at its meeting held on August 3, 2020, subject to the minor changes as requested by the Commission; and,

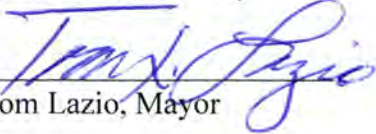
WHEREAS, the Ottumwa City Council has held a public hearing at its meeting on August 18th, 2020, to review and consider this Comprehensive Plan.

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

That the *Our Ottumwa Comprehensive Plan* and future land use map as presented be hereby adopted as the City's Comprehensive Plan and future land use map and become effective as of the date of this resolution.

Passed and approved this 18th day of August, 2020.

CITY OF OTTUMWA, IOWA

BY 
Tom Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

Motion made to pass Resolution No. 183-2020 contingent upon changes to be presented at the next regular City Council Meeting (September 1, 2020).

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

8/18 Public Hearing
City of Ottumwa hereto attached was
published in said newspaper for 1 consecutive weeks to-wit: 8/04/2020 Subscribed and sworn to
before me, and in my presence, by the said 4th day of August, 2020



Traci Counterman

Notary Public

In and for Wapello County

Printer's fee \$ 17.97

COPY NOTICE OF PUBLIC HEARING

The City Council of the City of Ottumwa, Iowa, will hold a public hearing at 5:30 p.m. on Tuesday, August 18, 2020 at City Hall of the City of Ottumwa, Iowa for the purpose of passing and adopting Our Ottumwa Comprehensive Plan. Our Ottumwa plan is a new comprehensive plan that will be used to help guide growth and development within our community. Public meetings and planning workshops have been held over the past year. Participants within several work sessions helped assess the current state of the City and identify issues that will be most important to Ottumwa in the future. The plan was developed using ideas and suggestions from citizens. The planning sessions helped to determine the recommendations contained in Our Ottumwa

plan. The plan outlines different ways for the City to grow and expand in the coming years. Anyone who would like to review Our Ottumwa plan visit OurOttumwa.com. Any and all persons wishing to comment on Our Ottumwa plan are invited to be present at the above-listed time and place to present their comments, or contact Zach Simonson at simonsonz@ottumwa.us; 641-683-0606. City of Ottumwa, Iowa By: Tom X. Lazio, Mayor
ATTEST: Christina Reinhard, City Clerk

71-approve Comp Plan

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 18, 2020

Planning & Development
Department

Zach Simonson
Prepared By
Kevin C. Flanagan
Department Head


City Administrator Approval

AGENDA TITLE: RES. 186-2020, A RESOLUTION APPROVING MATCHING FUNDS FOR THE MAIN STREET IOWA CHALLENGE GRANT APPLICATION.

 Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 186-2020.

DISCUSSION: Main Street Ottumwa is submitting a Main Street Iowa Challenge Grant application on behalf of RG Property, LLC in the amount of \$75,000 to help pay the cost to rehabilitate 307 E Main Street. The Challenge Grant is a one-to-one cash match grant and the grant committee gives a strong preference to applications that include matching funds from the city.

The City already approved development incentives as part of the

Source of Funds:

Budgeted Item: Budget Amendment Needed:

development agreement dated November 5, 2019. Those incentives included a \$40,000 Community Development grant to reimburse costs of actual renovation and blight remediation and a further \$10,000 for a downtown development roof grant, \$10,000 for a downtown development whitebox grant and \$10,000 for a downtown development facade grant.

These incentives that we have already committed to are qualifying match for the grant application. This resolution affirms the incentives included in the development agreement. The resolution also authorizes the Mayor to sign a letter of support for the project that will be included in the grant application.

RESOLUTION NO. 186-2020

A RESOLUTION APPROVING MATCHING FUNDS FOR THE MAIN STREET IOWA
CHALLENGE GRANT APPLICATION

WHEREAS, the City of Ottumwa entered into a development agreement with R.G. Property, LLC dated November 5th, 2019 for the rehabilitation and redevelopment of the dilapidated and abandoned property at 307 E. Main Street; and

WHEREAS, that development agreement included a \$40,000 Community Development grant to reimburse costs of actual renovation and blight remediation including a new roof, razing the back portion of the building, cleaning out the building or completing other structural improvements; and

WHEREAS, that development agreement included a further \$10,000 for a downtown development roof grant, \$10,000 for a downtown development whitebox grant and \$10,000 for a downtown development facade grant; and

WHEREAS, Main Street Ottumwa will be submitting a Main Street Iowa Challenge Grant, on behalf of R.G. Property, LLC, in the amount of \$75,000 to help pay the cost to rehabilitate 307 E. Main Street; and

WHEREAS, the Challenge Grant is a one-to-one cash match grant; and

WHEREAS, the development incentives included in the development agreement with R.G. Property, LLC qualify as matching funds for the Challenge Grant; and

WHEREAS, R.G. Property, LLC is committing the remaining balance of matching funds to the project.

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

That the City affirms the development incentives included in the development agreement with R.G. Property LLC including the \$40,000 Community Development grant and the \$30,000 downtown development grants and will provide these funds as a match with the funds to be used for rehabilitation of 307 E. Main Street; and

That the Mayor be authorized to sign a letter of support for the Challenge Grant.

Passed and approved this 18th day of August, 2020.

CITY OF OTTUMWA, IOWA

BY *Tom Lazio*
Tom Lazio, Mayor

ATTEST:
Chris Reinhard
Chris Reinhard, City Clerk

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 18, 2020

Engineering
Department

Alicia Bankson
Prepared By
Darryl Seal
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #187-2020. Award the Contract for the 2020 RFP #4 K Avenue 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: Pass and adopt Resolution #187-2020. Award the Contract to Christy Construction of Ottumwa, Iowa in the amount of \$28,610.50 and authorized the Mayor to sign the Contract.

DISCUSSION: K-Ave was in part funded with a RISE grant which requires the City to maintain the Street for at least 20 years from the roadway opening date (9/4/2008). As part of the RISE grant program the State DOT completes periodic monitoring inspection throughout the 20 year period and makes recommendation for repairs. To address the noted deficiency an RFP was developed and let.

This project will consist of removal and replacement of approximately 230 SY of 9" PCC pavement on 6" of compacted road stone. Additional work includes intake inserts and joint sealing as needed. Another item mentioned by the State is the desire or goal to continue to actively market the areas for development in the original grant application.

Bids were received and opened by the City of Ottumwa on August 12, 2020 at 2:00 p.m. Seven (7) sets of plans were distributed and four (4) bids were received. The low bidder is Christy Construction of Ottumwa, Iowa in the amount of \$28,610.50.

Bid Tab and Plan Holders List are attached.

RESOLUTION #187-2020

A RESOLUTION AWARDING THE 2020 RFP #4 K AVENUE REPAIRS PROJECT

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

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsible bidder, Christy Construction of Ottumwa, Iowa in the amount of \$28,610.50.

APPROVED, PASSED, AND ADOPTED, this 18th day of August, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 18th day of August 2020 by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and Christy Construction hereinafter called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: K AVENUE REPAIRS as stated in the attached RFP #4. RFP #4 and signed proposal included as part of this contract.

In the following location to wit; On K Avenue, located between Iowa Avenue and May Street.

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

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

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

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

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

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in RFP #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

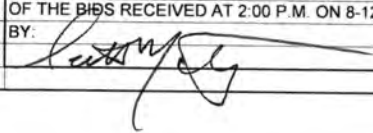
ATTEST:

Chris Reinhard
Chris Reinhard, City Clerk

Christy Construction
Contractor

PO - Box 96
Address

Ottumwa Iowa 52501
City, State, Zip

BID TABULATION FOR														
RFP #4 K Avenue Repairs														
8/12/2020														
ITEM	DESCRIPTION	UNIT	CONSTRUCTION ESTIMATE				Christy Construction		DC Construction		TK Concrete		Drish Construction	
			QTY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	
1	Intake Adjustment, Minor SW-501 Reuse Frame and Grate	EA	9	\$ 1,250.00	\$11,250.00	\$ 475.00	\$4,275.00	\$1,000.00	\$9,000.00	\$ 1,500.00	\$13,500.00	\$ 2,800.00	\$25,200.00	
2	Full Depth Patch	SY	230	\$ 75.00	\$17,250.00	\$ 89.35	\$20,550.50	\$113.00	\$25,990.00	\$ 95.00	\$21,850.00	\$ 110.00	\$25,300.00	
3	Removal Of Pavement	SY	230	\$ 12.00	\$2,760.00	\$ 11.00	\$2,530.00	\$9.00	\$2,070.00	\$ 15.00	\$3,450.00	\$ 22.00	\$5,060.00	
4	Traffic Control	LS	1	\$ 2,500.00	\$2,500.00	\$ 1,255.00	\$1,255.00	\$4,900.00	\$4,900.00	\$ 10,000.00	\$10,000.00	\$ 3,500.00	\$3,500.00	
5	Mobilization	LS	1	\$ 3,500.00	\$3,500.00									
TOTAL					\$37,260.00		\$28,610.50		\$41,960.00		\$48,800.00		\$59,060.00	
I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION														
OF THE BIDS RECEIVED AT 2:00 P.M. ON 8-12-2020														
BY: 														

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 18, 2020

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 188-2020 - Resolution Providing for the Financial Support of the Regional Planning Affiliation (RPA 15).

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution 188-2020.

DISCUSSION:

Regional Planning Affiliation for Region 15 (RPA 15) has been designated to provide transportation planning to its members, which includes the City of Ottumwa. The City is estimated to receive \$526,417 in financial support. In return, the City is requested to contribute a proportional share (\$4,659) of the local match for the planning grant. The local match is 20% or \$21,205.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION NO. 188-2020

**RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
REGIONAL PLANNING AFFILIATION (RPA 15)**

WHEREAS, the state of Iowa has designated the counties of Jefferson, Keokuk, Mahaska, Van Buren, Wapello along with the cities of Fairfield, Oskaloosa and Ottumwa as the Regional Planning Affiliation for Region 15 (RPA 15); and

WHEREAS, RPA 15 Articles of Agreement, signed on December 22, 1994, and amended on January 23, 2014 designate the Area 15 Regional Planning Commission (Area 15 RPC) as the Regional Planning Affiliation for Region 15; and

WHEREAS, the Iowa Department of Transportation (IDOT) requires each RPA to provide transportation planning to member jurisdictions prior to receiving Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funding from the Iowa Department of Transportation; and

WHEREAS, RPA 15 expects to receive and program an estimated \$2,403,999 in federal highway transportation grant funds for FY21 to be used for road improvements in RPA 15, of which Ottumwa's estimated share is \$526,417; and


WHEREAS, the IDOT requires Area 15 RPC to provide twenty percent (20%) local match toward the annual IDOT planning grant; and the FY21 local match requirement is an estimated \$21,205 and shall be proportionally shared by the member jurisdictions; and

WHEREAS, the governing body of Ottumwa is a member of RPA 15 and whose apportioned share of FY21 local match equals \$4,659.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that Ottumwa has agreed to contribute \$4,659 to the Area 15 Regional Planning Commission to serve as FY21 local match.

APPROVED, PASSED AND ADOPTED, this 18th day of August, 2020.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, City Clerk

Please return this copy to the RPC

RESOLUTION #

**RESOLUTION PROVIDING FOR THE FINANCIAL SUPPORT OF THE
REGIONAL PLANNING AFFILIATION (RPA 15)**

WHEREAS, the state of Iowa has designated the counties of Jefferson, Keokuk, Mahaska, Van Buren, Wapello along with the cities of Fairfield, Oskaloosa and Ottumwa as the Regional Planning Affiliation for Region 15 (RPA 15), and;

WHEREAS, RPA 15 Articles of Agreement, signed on December 22, 1994, and amended on January 23, 2014 designate the Area 15 Regional Planning Commission (Area 15 RPC) as the Regional Planning Affiliation for Region 15; and

WHEREAS, the Iowa Department of Transportation (IDOT) requires each RPA to provide transportation planning to member jurisdictions prior to receiving Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funding from the Iowa Department of Transportation; and

WHEREAS, RPA 15 expects to receive and program an estimated **\$2,403,999** in federal highway transportation grant funds for FY21 to be used for road improvements in RPA 15, of which Ottumwa's estimated share is **\$526,417**; and

WHEREAS, the IDOT requires Area 15 RPC to provide twenty percent (20%) local match toward the annual IDOT planning grant; and the FY21 local match requirement is an estimated \$21,205 and shall be proportionally shared by the member jurisdictions, and

WHEREAS, the governing body of **Ottumwa** is a member of RPA 15 and whose apportioned share of FY21 local match equals **\$4,659**

NOW, THEREFORE BE IT RESOLVED that **Ottumwa** has agreed to contribute **\$4,659** to the Area 15 Regional Planning Commission to serve as FY21 local match.

AGREED TO THIS 18th DAY OF August, 2020



Mayor/City Administrator

ATTEST:



City Clerk