



[CITY OF]
OTTUMWA

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 23
Council Chambers, City Hall

August 3, 2021
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Dalbey, Roe, Meyers, Berg and Mayor Lazio.
One Council Seat Vacant.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 22 on July 20, 2021 as presented.
2. Recommend appointment of LeAnn Lemberger to the Library Board of Trustees, term to expire 7/1/2024 due to a vacancy.
3. Approve the appointment of Jerica Ingle to the position of Police Officer effective on or about August 23, 2021.
4. Civil Service Commission Eligibility List for July 28, 2021: WPCF Pre-Treatment Coordinator Promotional.
5. Canvasser/Solicitor application for Knights of Columbus for the Annual Tootsie Roll Drive at various businesses on August 27-28, 2021.
6. Approve a three- year lease Agreement with Indian Hills Community College for the use of a hangar at the Ottumwa Regional Airport.
7. Approve a one-year lease agreement for the use of a rental aircraft for flight instruction at the Ottumwa Regional Airport.
8. Approve a maintenance agreement between the City of Ottumwa and Indian Hills Community College to provide maintenance services for their aircraft.
9. Approve the MOU between the City of Ottumwa and Southern Iowa Mental Health for a pilot program scheduled to launch August 1, 2021, in the Police Department.
10. Acceptance of grant in the amount of \$8,633 from the Iowa State Fire Marshal's Office to purchase a Thermal Imaging Camera for the Ottumwa Fire Department.
11. Approve the purchase of a Biochemical Oxygen Demand (BOD) incubator from USA Bluebook for WPCF in the amount of \$4,360.50.
12. Resolution No. 158-2021, approving the contract, bond, and certificate of insurance for the Rehabilitate Runway 4/22 project at the Ottumwa Regional Airport.
13. Resolution No. 159-2021, approve the purchase of a 2022 F-350 Regular Cab with dump body and inverter option for the Sewer Maintenance Dept., from Stivers Ford of Waukee, Iowa, in the amount of \$58,533 and rescinding Resolution No. 151-2021, from the July 20, 2021 meeting.
14. Beer and/or liquor applications for: Elks – Ottumwa Lodge #347, 413 South Iowa Ave; Ottumwa Golf & Social Club, 304 East Golf Ave.; Wal-Mart Supercenter #1285, 1940 Venture Drive; Owl's Nest, Temporary OSA on the following dates: 8/7-8/2021; 8/28-29/2021; 9/18-19/2021; 9/30-10/1/2021; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

1. Town Hall Style Gathering on August 5, 2021 at 5:30 P.M., location Bridge View Center.
2. Downtown Streetscape Project

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 and contract award for the demolition, clean-up and disposal of asbestos contaminated materials at 120 S. Van Buren, Ottumwa, Iowa.

RECOMMENDATION: Accept bid and award contract to Dan Laursen for the sum of \$24,000.

2. Consideration of appointment to fill the City Council vacancy resulting from the resignation of Council Member Stevens.

RECOMMENDATION: Review the applications received and consider appointment to the City Council.

3. Replacing Permeable Paver system with PCC concrete Ottumwa Main Street Project (Downtown Streetscape).

RECOMMENDATION: Approve proposed material changes on Ottumwa Main Street Project (Downtown Streetscape).

4. Consideration of request for public support of an application for funds from the American Rescue Plan Act (ARPA) to establish a Rural Resilience Recovery Office.

RECOMMENDATION: Consider the request from South Central Iowa Workforce.

G. PUBLIC HEARING:

1. This is the time, place and date set for a public hearing on the disposal of city owned property located at 215 North Benton in the City of Ottumwa, Wapello County, Iowa.

A. Open the public hearing.

B. Close the public hearing.

C. Resolution No. 140-2021, accepting the bid and approving the sale of City owned property in the City of Ottumwa, Wapello County, Iowa known as 215 North Benton to Kevin Mogle for the sum of \$2,220.

RECOMMENDATION: Pass and adopt Resolution No. 140-2021.

H. RESOLUTIONS:

1. Resolution No. 160-2021, award the Biosolids Hauling Contract to Midwest Injection, Inc. from Cascade, Iowa and Authorize the Mayor to sign.

RECOMMENDATION: Pass and adopt Resolution No. 160-2021.

2. Resolution No. 161-2021, releasing a request for qualifications for architects, landscape architects, recreation planners and engineers to develop a master plan for Greater Ottumwa Park.

RECOMMENDATION: Pass and adopt Resolution No. 161-2021.

I. ORDINANCES:

1. Ordinance No. 3186-2021, amending the Municipal Code of the City of Ottumwa, Iowa by Repealing Section 2-270, Duties and responsibilities of the City Clerk and enacting a substitute in lieu thereof.

RECOMMENDATION: Pass third consideration and adopt Ordinance No. 3186-2021.

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: 7/30/21 TIME: 10:30 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 Regular City Council Meeting #23 to be held on 8/3/2021 at 5:30 P.M.

*** FAX MULTI TX REPORT ***

JOB NO. 3947
DEPT. ID 4717
PGS. 4

TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
ERROR 96828482

Ottumwa Courier
KTVO
Tom FM



CITY OF
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 7/30/21 TIME: 10:30 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 Regular City Council Meeting #23 to be held on 8/3/2021 at 5:30 P.M.

*** TX REPORT ***

JOB NO. 3947
DEPT. ID 4717
ST. TIME 07/30 10:26
SHEETS 4
FILE NAME
TX INCOMPLETE -----
TRANSACTION OK 96847834
916606271885
ERROR 96828482

Ottumwa Courier
KTVO
Tom FM



CITY OF
OTTUMWA

FAX COVER SHEET

City of Ottumwa

DATE: 7/30/21 TIME: 10:30 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 Regular City Council Meeting #23 to be held on 8/3/2021 at 5:30 P.M.

REGULAR MEETING NO. 22
Council Chambers, City Hall

July 20, 2021
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Roe moved, seconded by Dalbey to approve the following consent agenda items: Mins from Special Mtg. No. 20 on June 29, 2021 and Regular Mtg. No. 21 on July 6, 2021 as presented; Recommend appointment of Robert Swanson to the Historic Preservation Commission, term to expire 1/1/2022 due to a vacancy; Approve a three-yr. lease agt. and auth. Mayor to sign lease with YOUNiversal Products, LLC for the rental of Bldg. No. 34 at 14521 Second Ave. at Ottumwa Reg. Airport; Res. No. 139-2021, setting Aug. 3, 2021 as the date of a public hearing on the disposition of City owned property located at 215 N. Benton; Res. No. 151-2021, approve purchase of 2022 F-350 Reg. Cab with dump body for Sewer Maint. Dept., from Dewey Ford of Ankeny in the amount of \$56,149; Res. No. 152-2021, approve purchase of a 2021 O'Halloran International 2 ½ Ton Truck for PW Dept., for \$170,457 from the IA State Bid; Res. No. 153-2021, approve purchase of a 2022 F-150 Ext. Cab Truck for PW Streets Dept., from Dewey Ford of Ankeny in the amount of \$30,899.84; Beer and/or liquor applications for: Morgan's Corner Bar & Grill, 436 W. Second St.; all applications pending final inspections. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Dalbey moved, seconded by Meyers to approve the agenda as presented. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

City Admin. Rath reported we will hold a town hall style gathering on Aug. 5, 2021, at 5:30 P.M. at Bridge View Center. He also provided an update on the reestablishment of a civil rights commission; still collaborating with Monica Stone who is creating a guidebook for communities like Ottumwa.

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

Meyers moved, seconded by Dalbey to receive program update and have mayor present cert. of completion to Ibeth Rivera and Kadie Kinsler for Refugee RISE AmeriCorps program. This project was funded by Legacy Foundation and JBS with the City providing office space. Twenty-four individuals were served.

Roe moved, seconded by Dalbey to approve a Conflict of Interest Waiver for Ahlers & Cooney, P.C. between the City of Ottumwa and the Ottumwa Community School District in order to draft an Agt. between the partners. City Admin. Rath reported the Parks Foundation and Parks Brd. have discussed the addition of a tree nursery in Ottumwa, with the recommended site on Ottumwa Community School District's property. A structured agt. between the City and the School would help define expectations related to the project and ongoing maint. reqs. of each party. If both parties approve the waiver, A&C may proceed with drafting agt. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Meyers moved, seconded by Roe to approve the application to the Wapello County Foundation for grant funding for a new shower house. Park & Rec Dir. Rathje reported this grant application for \$50,000 to help fund a new shower house at the Ottumwa Park Campground. Approved by the Ottumwa Parks Adv. Brd. July 13, 2021. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Dalbey moved, seconded by Roe to accept the resignation of Council Member Stevens and proceed with filing the vacancy by appointment. Stevens submitted a letter of resignation on July 12, 2021, effective Aug. 1, 2021. His term is scheduled to end Jan. 2022, with elections being held this Nov. City Admin. Rath recommended to proceed with appointing an individual to fill the balance of the term, due to the limited time remaining in the current term and elections for the following term occurring in Nov. Council agrees that it would be better to appoint relatively soon. If council decides to hold a special election, it could cost tax payers approx. \$12,000 per candidate placed on the ballot. Interested applicants submitted by July 30, 2021. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Dalbey moved, seconded by Roe to approve the agt. between the City of Ottumwa and Allender Butzke Engineers, Inc. for Geotechnical Engineering Services in connection with CSO, Ph. VIII, Div. 1, Blake's Branch and the 2021 Levee Improvements and auth. the Mayor to sign. PW Dir. Seals reported \$6,100 for Ph. VIII, Div. 1 will come from TIF, RU, LOST and \$4,800 for 2021 Levee Improvements will come from CIP funding. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Meyers moved, seconded by Dalbey to accept bid and award contract for 2021 RFP#9 – Winbco Cantilever Gate Project to Pierce Fence Co. of Ottumwa, IA, for \$5,600 and auth. Mayor to sign the contract. PW Dir. Seals reported two bids were rec'd. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Roe moved, seconded by Dalbey to approve the purchase of the updated Fuel Master System for \$15,124. PW Dir. Seals reported the last available software update to our current system was in 2014. The actual cabinet at the pumps were installed 2005. Though Fuel Master will continue to offer what software support they can, this model of cabinet is no longer serviceable. The initial purchase price for the updated program, new fuel farm cabinet, installation, data migration, annual support plan and training is \$15,124; annual support after \$2,628. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Dalbey moved, seconded by Roe to approve the purchase of the updated RTA Fleet Mgmt. System software totaling \$9,926. PW Dir. Seals reported the last available software update to the current RTA software was in 2013. As of July 1, 2021, the current software pkg. is no longer supported. To continue use of RTA Fleet Mgmt. System, a program upgrade is required. Initial purchase price for updated program, installation, program customization, data migration annual support plan and training is \$9,926; annual support after \$3,326. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

This was the time, place and date set for a public hearing on the disposal of city owned property described as the SE 50 ft. of the NW 150 ft. of Lot 34 in Summer's Addition to the City of Ottumwa, Wapello County, IA commonly known as 922 Russell. Comm. Dev. Dir. Simonson reported two bids were rec'd. No objections were rec'd. Roe moved, seconded by Dalbey to close the public hearing. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Dalbey moved, seconded by Roe that Res. No. 113-2021, accepting the bid and approving the sale of City owned property at 922 Russell to Fred or Cindy Ver Schuure for \$6,789, be passed and adopted. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

This was the time, place and date set for a public hearing on the disposal of city owned property described as R20147, Lot 1 and the South Half of Lot 2 and the West 6 ft. of the North Half of Lot 2 in Block 27 in R.S. Smith's Fourth Addition to the City of Ottumwa, Wapello County, IA commonly known as 202 S. Ransom. Comm. Dev. Dir. Simonson reported four bids were rec'd. No objections were rec'd. Meyers

moved, seconded by Roe to close the public hearing. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Meyers moved, seconded by Dalbey that Res. No. 135-2021, accepting the bid and approving the sale of City owned property at 202 S. Ransom to Henry Lopez for \$16,500, be passed and adopted. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

This was the time, place and date set for a public hearing on the disposal of City owned property described as Lot 77 of Blake Park Heights, a Subdivision of Part of the SW Quarter of Sec. 26, Township 72, Range 14 West in the City of Ottumwa, Wapello County, IA commonly known as 313 Allison Ave. Comm. Dev. Dir. Simonson reported Daniel and Joanne Smith offered the City \$250 for the vacant lot to construct a new addition to their existing home. No objections were rec'd. Dalbey moved, seconded by Roe to close the public hearing. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Roe moved, seconded by Meyers that Res. No. 138-2021, accepting the bid and approving the sale of City owned property at 313 Allison Ave. to Daniel and Joanna Smith for \$250, be passed and adopted. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

This was the time, place and date set for a public hearing on the proposal to permanently transfer an interest in real property located at 915 E. Division which is not being utilized by the City and is not suitable for development. Comm. Dev. Dir. Simonson reported OWW will use the site for fill and soil excavated during emergency repairs. No objections were rec'd. Dalbey moved, seconded by Roe to close the public hearing. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Roe moved, seconded by Meyers that Res. No. 146-2021, permanently transferring an interest in real property located at 915 E. Division to the Brd. of Trustees of the Ottumwa Water Works, be passed and adopted. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Dalbey moved, seconded by Roe that Res. No. 147-2021, accepting the work as complete and approving release of retained funds for the Ottumwa Main Street (Downtown Streetscape) project be passed and adopted. PW Dir. Seals reported the Design Engineer has reviewed the Geotechnical reports and material cert. and determined that the contractor met the contract requirements as specified in the SUDAS for aggregate gradation, installation compaction and testing requirements and funds retained should be released. Recommend leaving the contract open at this time pending a final design solution. We are currently looking at solutions to limit how much of the grant funding we may be required to return (up to 60% or \$480,000). Currently, the Architectural Design firm is working directly with IDAL/IEDA to determine the impact for various possible solutions and a strategy to maintain the specific requirements of the calculated treatment volumes and catchment areas. A future presentation will cover possible features and opinions of probable cost and cover impacts on the grant funding levels and identify funding streams to complete any additional work required. Final pymt due to contractor \$190,900.34. Total contract sum \$5,302,787.23. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Dalbey moved, seconded by Roe that Res. No. 148-2021, approving Chg. Order No. 1 and accepting the work as final and complete and approving the final pay request for the 2020 Asphalt Street Repair Program, be passed and adopted. PW Dir. Seals reported CO#1 decreases the contract sum by \$806,496.32 for qty. adj., new contract amt. \$347,303.13. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Roe moved, seconded by Meyers that Res. No. 149-2021, accepting the work as final and complete and approving the final pay request for the 2021 RFP#1, City Hall Light Court Tuck-pointing Project, be passed and adopted. PW Dir. Seals reported E & H Restoration, LLC completed this project according to plans & specs and authorization to make final pymt in the amount of \$36,292 is approved; total contract sum \$73,234. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Meyers moved, seconded by Roe that Res. No. 150-2021, approving pymt. to Drish Construction in the amount of \$28,396 for the completion of an emergency Force Main Connection, be passed and adopted. PW Dir. Seals reported defects were discovered in the existing force main from the Richmond Pump Station to the Finley Box Sewer and concurrent construction on Milner Street and Finley Ave. necessitated an accelerated installation timeline. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Dalbey moved, seconded by Roe that Res. No. 154-2021, accepting partial funding for a Historic Resource Development Program (HRDP) Grant to develop a historic structure report for 131 E. Main and auth. the Comm. Dev. Dir. to complete the project, be passed and adopted. Comm. Dev. Dir. Simonson reported total cost of project is \$18,400 and grant award is \$7,350. The historic structure report will be used to prepare a development agt. with a future developer for the property. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Dalbey moved, seconded by Roe that Res. No. 155-2021, auth. the transfer of \$25,793.59 from the Wildwood Hwy 34 URA Fund to General Fund for partial repayment of monies advanced, be passed and adopted. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Meyers moved, seconded by Roe that Res. No. 156-2021, approval of Transportation Safety Improvement Program (TSIP) Grant Application for Improvements of the Albia Road/Quincy Intersection by installation of a Roundabout within the City of Ottumwa and authorize the Mayor to sign, be passed and adopted. PW Dir. Seals introduced Justin Campbell of Shive-Hattery to present roundabout education in correlation to how installation of these will affect the City. Installation of the current roundabouts eliminated conflict points – from 32 to 8; they also take the top 3 reasons for accidents to occur at an intersection (driving too fast, failing to yield, elimination of a left turn). Seals reported that each intersection is a standalone project with a max cap of \$500,000, with TSIP funds; Albia Rd/Quincy Ave. est. at \$520,000 – TSF \$500,000; current system needs include upgraded controller and detection system; pavement improvement est. at \$483,000 for Albia Rd. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Roe moved, seconded by Dalbey that Res. No. 157-2021, approving Change Order No. 1 and accepting the work as final and complete and approving the Final Pay Request for the 2021 RFP#7 Gray Eagle Trail Curb Project, be passed and adopted. PW Dir. Seals reported CO#1 increased the contract by \$217.50; new contract sum \$23,997.50. Motion carried 3-0 vote. Council Member Berg and Stevens were absent. Roe moved, seconded by Meyers to pass third consideration and adopt Ord. No. 3184-2021, amending Chapter 31 ½ of the City Code of the City of Ottumwa, IA to allow privately owned or leased trash dumpsters or receptacles in city parking lots to add a new Section 31 ½ - 45. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

Meyers moved, seconded by Roe to pass third consideration and adopt Ord. No. 3185-2021, amending Section 32-73 of the City Code of the City of Ottumwa, IA for the purpose of addressing adjacent property owner liability for sidewalks. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

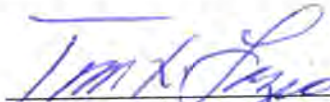
Roe moved, seconded by Dalbey to pass the second consideration of Ord. No. 3186-2021, amending the Municipal Code of the City of Ottumwa, IA by Repealing Section 2-270, Duties and responsibilities of the City Clerk and enacting a substitute in lieu thereof. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.

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

There being no further business, Roe moved, seconded by Dalbey that the meeting adjourn. Motion carried 3-0 vote. Council Member Berg and Stevens were absent.



Adjournment was at 6:46 P.M.

CITY OF OTTUMWA, IOWA



Tom X. Lazio, Mayor

ATTEST:



Christina Reinhard, CMC, City Clerk



August 3, 2021

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Library Board of Trustees, term to expire 07/01/2024 due to a vacancy.

LeAnn Lemberger
12 Birchwood Heights Drive

received
7-19-21

CITY OF OTTUMWA
Biographical Data for Appointment to City Advisory Board

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

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

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

Ottumwa Public Library Board

Name: LeAnn Lemberger Telephone: 641 455 1763

Address: 12 Birchwood Heights Drive Email: (optional) leighmichaels
PO Box 935 Ottumwa ZIP: 52501 @hotmail.com

Business: SUF employed Telephone: same

Address: same ZIP: same

Date Available for Appointment Open - immediate Email: _____

Present occupation: SUF employed writer & publisher

Previous Employment: Librarian

Answer the following: (Use additional sheets if necessary)

Community Service:

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

Chair - Advancement Council University of Iowa Libraries, Iowa City

Member - Board of Ottumwa Public Library

Member - Board of Ottumwa Public Library Foundation
Library Friends

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

Award-winning author
leighmichaels.com

Personal:

(Have you ever worked for the City of Ottumwa?
(If yes, please list dates and names of departments)

Yes No

Ottumwa Public Library 1976-1983
Reference Librarian

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

Yes No

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

Yes No

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

Yes No

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

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

*My career as a writer makes me uniquely
suited to understand the value of public libraries.*


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

*Helping to maintain free access to ideas and
materials in our community.*

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

*Attention to detail, prior understanding of
issues, ability to serve as a public face
when advocacy is required or advisable.*

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


Signature

7/19/2021
Date

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

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

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

The following information is desirable but not required for appointment.

Year of Birth 1954 Male _____ Female

Number of years a city resident 47 yrs - since 1974

**YOUTH BOARD
MEMBER APPLICANT ONLY**

Name of School

Year

11 JUL 29 10:10

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 3, 2021

Police
Department

Lt. Mickey Hucks

Prepared By

W. Jasm Bell
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Approve the Police Department appointment of Jerica Ingle as Police Officer.

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

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

RECOMMENDATION: Approve the appointment of Jerica Ingle to the position of Police Officer effective on or about Aug. 23, 2021.

DISCUSSION: The appointment of Jerica Ingle will be filling the position of retiring Ofc. Scott Carlson. Ingle will be attending the Iowa Law Enforcement Academy beginning Aug. 30, 2021. This appointment is pending background and test results.

Ingle is on the current civil service list and this position is included in the 2021/2022 Police Department budget.

Source of Funds: 001-110-6010

Budgeted Item: Budget Amendment Needed: No

OTTUMWA CIVIL SERVICE COMMISSION

**WPCF – Pre-Treatment Coordinator
Promotional Eligibility List**

1. Troy Fadiga
2. Steve Graham

Certified July 28, 2021

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman
Ann Youngman
Amy Gardner

CANVASSER & SOLICITORS REGISTRATION & APPLICATION

Name of Individual completing this application: Jim Cutsforth Jr.

And Residing address: 243 S. Moore Ottumwa IA 52501 Date of Birth 6-26-47
Street City State Zip

Organization represented, if applicable: Knights of Columbus

Organization's address: PO Box 512 Ottumwa IA 52501
No. Street City State Zip

Applicant's/Organization's phone number: 641-682-5695

Names, addresses and position of the officers of the organization:

| | | |
|-----------------------------|--------------------|---|
| <u>Ed Wilson</u> Name | <u></u> Address | <u>Grand Knight</u> Officer Position |
| <u>Steve Rohach</u> Name | <u></u> Address | <u>Trustee</u> Officer Position |
| <u>Mike Heffner</u> Name | <u></u> Address | <u>Treasurer</u> Officer Position |

Estimated number of persons who will be directly soliciting: 50-75

Nature and purpose of your solicitation activities: Mentally & Physically Challenged

What method will you be using to solicit funds? (Example: direct monetary donations, sale of tags, decals, etc.) Donations

Where do you plan to canvass or solicit in Ottumwa? throughout the city

Date(s) when you wish to conduct your activities in Ottumwa: 8/27-8/28/2021 9AM-7pm

NOTE TO APPLICANT: Canvassing and soliciting shall be no earlier than 8:00 A.M. and no later than 9:00 P.M. and shall be no more than 90 days as determined by the City Council.

I do hereby certify that the above statements are true and correct. Signed this 26 day of July, 2021.
[Signature]
Applicant

Staff recommendation to Council: August 3, 2021
Approved Denied by City Council on August 3, 2021
Restrictions set by Council: _____
Number of days set by Council for applicant: 2 days - August 27-28
License Number 3437 Receipt No. N/A.

Canvasser & Solicitors Permit



[CITY OF]
OTTUMWA

Ottumwa

105 E 3rd St. Room 203

Ottumwa, IA 52501

(641) 683-0650

| |
|--|
| Owner: |
| KNIGHTS OF COLUMBUS PO Box 512 Ottumwa, IA 52501 |

| |
|---|
| Address |
| Address: 123 W THIRD City/State/Zip: OTTUMWA, IA 52501-0000 Parcel No.: 7413760109000 Tract No.: Block No.: Lot No.: Section: |

| |
|---|
| Permit: |
| Permit No.: 3437 Permit Type: Canvasser & Solicitors |

| |
|---|
| Project: |
| Issue Date: 08/04/2021 Expires: 08/28/2021 Valuation: \$0 |

| |
|------------------------------|
| Construction Details: |
| Tootsie Roll Drive |

| | |
|-------------------|--------------|
| Contractor | Phone |
|-------------------|--------------|

| Item | GL Code | Amount |
|------|--------------|---------------|
| | Total | \$0.00 |

| Date | Paid By | Payment Type | Amount |
|------|---------|-------------------|---------------|
| | | Total Paid | \$0.00 |

**KNIGHTS OF COLUMBUS
COUNCIL 888
123 W. 3rd Street
Ottumwa, IA 52501**

Date: July 25, 2025

To: Fareway
North Hy-Vee
South Hy-Vee
Hy-Vee Drugtown
Wal-Mart

Re: Ottumwa Knights of Columbus 2021 Tootsie Roll Campaign

The Ottumwa Knights of Columbus is again requesting permission for our members to hand out tootsie rolls at the front entrance to your store. This year our campaign is Friday, August 27, 2021, from 9:00 am to 7:00 pm, and Saturday, August 28, 2021, from 9:00 am to 7:00 pm.

The Knights of Columbus have done this in past years, and would like to continue. This is an annual fundraiser for the Knights of Columbus with 90% of all donations staying in Wapello County and going to various local service groups helping the intellectually and physically challenged: Special Olympics, Challengers, Tenco, Crest Group Home to name a few. In past years, we have raised thousands of dollars each year to help these organizations.

Please contact me on my cell phone: 641-954-1946 with any questions you may have, or procedures we should follow.

Thank you for your assistance,

Jim Cutsforth, Co-Chairman
Ottumwa Knights of Columbus
2021 Tootsie Roll Campaign

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 3, 2021

Philip Rath

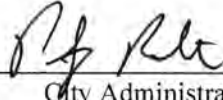
Prepared By

Duke Ball

Department Head

Airport

Department



City Administrator Approval

AGENDA TITLE: Approve a lease agreement with Indian Hills for the use of a hangar at the Ottumwa Regional Airport.

Public hearing required if this box is checked.

RECOMMENDATION: Approve and authorize the Mayor to sign the Lease Agreement.

DISCUSSION:

Indian Hills Community College has six aircraft which are stored in the barn hangar at the airport. This lease identifies the rate and terms to continue to store the aircraft in this hangar. The rent will be \$85.00 per month per aircraft stored in the barn hangar. The lease will begin upon execution of the Agreement for a three-year period. The lease was reviewed by the City Attorney and approved by the Airport Board at their meeting on July 27.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

**OTTUMWA REGIONAL AIRPORT
LEASE AGREEMENT**

This Lease Agreement made and entered into this ___ day of August, 2021 by and between the CITY OF OTTUMWA, IOWA, a municipal corporation, situated in Wapello County, Iowa, hereinafter referred to as LESSOR, and Indian Hills Community College, hereinafter referred to as LESSEE.

WITNESSETH:

WHEREAS, the Ottumwa Regional Airport, hereinafter referred to as "Airport" is owned by the LESSOR, and subject to the management and control of the LESSOR; and

WHEREAS, LESSEE has agreed to rent non-exclusive hangar space in the building known as the Barn at the OTTUMWA REGIONAL AIRPORT.

NOW, THEREFORE, in consideration of the mutual terms, agreements, and covenants herein contained, and other valuable considerations, LESSOR does hereby lease unto LESSEE, and LESSEE does hereby take from LESSOR, certain premises and facilities, rights, services and privileges in connection with and at the Airport as follows:

ARTICLE I – PREMISES

A. The LESSOR, in consideration of the rents herein reserved and of the terms, covenants and conditions herein contained and expressed on the part of the LESSEE, to be kept and performed, leases and rents unto the LESSEE, and the LESSEE hereby leases and takes of and from the LESSOR, the following described premises to-wit:

Non-exclusive hangar space in the building known as the Barn. LESSEE's rental rate is calculated based on the number of aircraft being stored in the hangar, not the square footage occupied. The number of aircraft may fluctuate from time to time.

B. That LESSEE will use the leased premises to store aircraft and operate a flight instruction program, and shall be used by the LESSEE for that purpose, except by written consent of the LESSOR. That LESSEE will not permit any person to use the same for any activity or purpose tending to injure the reputation of the City of Ottumwa, nor for any unlawful purpose, nor for any activity deemed extra-hazardous on account of fire, nor commit any act which will invalidate any policy of insurance on said premises or increase the cost thereof.

C. LESSEE will not, without the express written approval of the LESSOR, place any sign or decorations on the leased premises, either by attaching the same to the building or placing them on the adjacent grounds. The LESSEE will be allowed to erect a sign for the express purpose of business identification. The size and location will be determined by mutual consent of the LESSEE and LESSOR.

D. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent LESSEE from erecting or permitting to be erected, any building or other structure at the Airport which in the opinion of LESSOR would limit the usefulness of the Airport or constitute a hazard to aircraft.

E. LESSEE shall suffer no waste or injury to the premises nor obstruct the streets or sidewalks adjacent thereto.

ARTICLE II – TERM

A. LESSEE shall have and hold all the privileges herein described on a month-to-month basis beginning July 1, 2021 and ending no later than June 30, 2024.

B. Each party has the right to terminate said Lease Agreement with a 30-day written notice to the other party.

ARTICLE III – RENTAL AND FEES

A. LESSEE agrees to pay LESSOR the sum of \$85.00 (Eighty Five Dollars) per month, per airplane being stored in the Leased Premises, together with interest at the rate of 12% per annum on all delinquent installments. Rental fees shall be rounded to the next highest dollar increment.

ARTICLE IV – TERMINATION OF LEASE

A. TERMINATION UPON EXPIRATION OR UPON NOTICE OF DEFAULTS. This lease shall terminate upon the expiration of the lease term, or upon default in payment of rent herein, or upon any other default by LESSEE in accordance with the terms and provisions of this lease.

B. In the event of default of any material term herein, this lease may, at the option of the LESSOR, be canceled and forfeited, provided however, before any such cancellation and forfeiture except as provided in (C) below, LESSOR shall give LESSEE a written notice specifying the default, or defaults, and stating that the lease will be canceled and forfeited thirty (30) days after the giving of such notice, unless such default, or defaults, are remedied within the thirty (30) day period.

C. BANKRUPTCY OR INSOLVENCY OF LESSEE. In the event LESSEE is adjudicated bankrupt, or in the event of a judicial sale or other transfer of LESSEE's leasehold interest by reason of any bankruptcy or insolvency proceedings or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days written notice thereof by LESSOR to LESSEE, then and in any such events, LESSOR may, at its option, immediately terminate this lease and reenter said premises, upon giving of ten (10) days written notice by LESSOR to LESSEE all to the extent permitted by applicable law.

D. In (B) and (C) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

E. Acceptance of keys, advertising and re-renting by the LESSOR upon the LESSEE's default shall be construed as an effort to mitigate damages by the LESSOR and not as an agreement to terminate this lease.

F. RIGHT OF EITHER PARTY TO MAKE GOOD ANY DEFAULT OF THE OTHER. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this lease, 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, or make good such default and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of 12% per annum, from date of advance.

ARTICLE V – MAINTENANCE OF PROPERTY AND UTILITIES

A. LESSEE shall operate, maintain and keep in good repair, all appurtenances, facilities and services.

B. LESSEE will, at its own expense, repair and replace glass, locks, hinges, doors, windows or any other part of the leased premises, if such damage is caused by the negligent actions of the LESSEE, its employees, agents, invitees, or licensees, or for normal wear and tear on said premises. LESSOR shall not be required to make the repairs to the building nor decorate the premises during the term of this lease. In the event LESSEE shall fail to make repairs as necessary following written notice by LESSOR, LESSOR at its option and after thirty (30) days written notice of its intention to do so, may complete said repairs; the costs thereof shall be repayable to the LESSOR by the LESSEE on demand and may be recovered as rent in arrears. LESSEE shall be responsible for mowing the premises and for snow removal on the premises.

C. LESSEE will do nothing which will cause structural injury to the building. LESSEE will make no structural changes to the premises without prior written consent of LESSOR.

D. LESSEE will make no unlawful use of said premises and agrees to comply with all valid regulations of any applicable local law, the laws of the State of Iowa, and the Federal Government. However, this provision shall not be construed as creating any duty by LESSEE to members of the general public. LESSEE will not allow trash of any kind to accumulate on said premises and will remove the same from the premises at its own expense.

E. LESSEE agrees to use the premises leased to it hereunder in a proper manner, consistent with the purposes for which said premises are leased to it.

F. HAZARDOUS WASTE.

(1) LESSEE shall strictly comply with, and obey, all environmental laws, including but not limited to those laws, with respect to the creation, storage and disposal of hazardous materials. LESSEE is strictly prohibited from creating, utilizing, storing or disposing of any material or substance, which may be hazardous without prior notice to, and written

consent from, the LESSOR except for those FDA approved substances reasonably related to LESSEE's business.

(2) LESSEE shall defend, hold harmless and indemnify LESSOR from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage as has been caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, resulting from the creation, utilization, storage or disposal of any material or substance. This indemnification is intended to operate as indemnity under 42 U.S.C. 9607(e)(1). LESSOR shall defend, hold harmless and indemnify LESSEE from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense or any injury or such injury or damage, caused by the act, neglect, fault or omission of LESSOR or its agents, predecessors, servants, employees, or invitees, resulting from the creation, utilization, storage, or disposal of any material or substance.

(3) These indemnifications are intended to survive the termination or expiration of this lease. Said indemnification shall operate as indemnity for any injury or damage set forth above, from and against all claims, losses, costs, damages, expenses or liabilities, including reasonable attorney's fees and costs of defense incurred after the termination or expiration of the lease caused by the act, neglect, fault or omission of LESSEE or its agents, servants, employees or invitees, during the term of the lease.

G. LESSEE shall allow all Public Utility companies unrestricted access to the property for the maintenance of all Public Utility facilities which are on, over, above, or below the described property.

ARTICLE VI – RULES AND REGULATIONS

A. LESSEE agrees to observe and obey all reasonable rules and regulations which may from time to time during their term hereof be promulgated by LESSOR for the conduct and operation of the Airport, consistent with safety and with the rules, regulations and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport; and provided further that such rules and regulations shall not be inconsistent with provisions of the Lease Agreement.

ARTICLE VII – SURRENDER OF PREMISES AT END OF TERM

A. LESSEE agrees that upon the termination of this lease, it will surrender, yield up and deliver the leased premises in a good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from the lapse of time, or damage without fault or liability of LESSEE.

ARTICLE VIII – INSURANCE

A. LESSOR and LESSEE will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties, that is fire and those items usually covered by extended coverage. LESSEE

will procure and deliver to the LESSOR a Certificate of Insurance to that effect. Any and all proceeds from the insurance policies shall be payable to the parties hereto, as their respective interests may appear. LESSOR will provide casualty insurance on the building. LESSEE will provide casualty insurance on the contents of said building.

B. LESSEE will not do or omit the doing of any act, which would vitiate any insurance or increase the insurance rates in force upon the real estate improvements on the premises or upon any personal property of the LESSEE upon which the LESSOR, by law or by the terms of this lease, has or shall have a lien.

C. LESSEE further agrees to comply with recommendation of Iowa Insurance Service Bureau and to be liable for and promptly pay, as if current rental, any increase in insurance rates on said premises due to increase risks or hazards resulting from LESSEE's use of the premises otherwise than as herein contemplated and agreed.

D. LESSOR shall settle and adjust any claim against any insurance company under its said policies of insurance for the premises and said insurance monies shall be paid to and held by the LESSOR to be used in the payment for cost of repairs or restoration of damaged building, if the destruction is only partial.

E. It is understood and agreed that the City of Ottumwa, Iowa is named as "Additional Insured" in respect of the insured's occupancy of the premises and building at the Ottumwa Regional Airport and the use of any part of the Airport which this Lease Agreement permits, and such policy of insurance which shall bear the following endorsement in words or substance:

"It is understood and agreed that the City of Ottumwa is named as "Additional Insured" in respect to the insured's occupancy of the premises and building at the Ottumwa Regional Airport six (6) miles north of Ottumwa in Wapello County, Iowa."

F. The LESSEE further covenants and agrees that it will, at its own expense, procure and maintain liability insurance from a responsible insurance company or companies insuring against such claim, damages, costs, or expenses on account of injury to any person, or persons, including death, by reason of any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the demised premises during the term thereof. LESSEE shall provide to LESSOR a Certificate of Insurance for liability coverage with coverage limits in the amount of \$100,000, including an endorsement adding LESSOR as an additional insured. Certificates shall be provided to LESSOR prior to the signing of this lease or the beginning of the term of this lease. The minimum liability insurance requirements will be evaluated prior to each subsequent renewal option.

ARTICLE IX – INDEMNITY

A. LESSEE agrees to indemnify and hold LESSOR harmless from and against all liability for injuries to any person or persons, including death, or damage to property caused by LESSEE'S use or occupancy of the demised premises; provided, however, that LESSEE shall not be liable for any injury, damage or loss occasioned by the negligence of LESSOR, its agents or employees and

provided further that LESSOR shall give LESSEE prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect LESSEE. LESSEE shall have the right to compromise and defend the same to the extent of its own interest, only upon prior written consent of LESSOR.

B. Except as to any negligence of the LESSOR, arising out of roof and structural parts of the building, LESSEE will protect, indemnify and save harmless the LESSOR from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury and/or damage to any personal property, happening or done in, upon or about the leased premises, or due indirectly to the tenancy, use or occupancy thereof, or any part thereof by the LESSEE or any person claiming through or under the LESSEE.

ARTICLE X – FAA PROVISIONS

A. General Civil Rights Provisions

The LESSEE and any transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the LESSEE or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

B. Nondiscrimination

A. The LESSEE, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

B. The LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued.

C. Inclusion of Discrimination Provisions in LESSEE Agreements

LESSEE agrees to include the above Sections (Nondiscrimination) and (General Civil Rights) in any subsequent agreements, relating to its operations at the Airport, that it enters into and cause those businesses to similarly include the statements in further agreements.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the LESSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

E. Airport Protection

It shall be a condition of this lease, that the LESSOR reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. LESSOR reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of LESSEE, and without interference or hindrance.

That the LESSEE expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the LESSEE expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

F. Existing Rights Reserved

This Agreement is subject and subordinate to the provisions of any existing or future agreements between the LESSOR and the United States or the State of Iowa relative to the operation, maintenance, development, or administration of the Airport, the execution of which is or has been required as a condition precedent to the transfer of Federal rights or property to the LESSOR for Airport purposes, or to the expenditure of Federal or State of Iowa funds or passenger facility charges for the improvement or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as the act may be amended from time to time. LESSEE shall abide by requirements of agreements entered into between the LESSOR and the United States, and shall consent to amendments and modifications of this Agreement if required by any such agreements or if required as a condition of the LESSOR's entry into such agreements.

G. Exclusive Rights

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the LESSOR herein reserves the right to grant similar privileges to another LESSEE or other LESSEES on other parts of the airport.

H. Compliance with Federal Aviation and Transportation Security Regulations

A. LESSEE agrees to comply at all times with Federal Aviation Regulations (FAR) Part 139, and Transportation Security Regulations (TSR) Parts 1500, 1520, 1540 and 1542, LESSOR's policies, regulations and ordinances, LESSOR's Transportation Security Administration approved Airport Security Program, and any other applicable laws, regulations and rules as such currently exist and are amended from time to time. LESSEE further agrees that any fines levied upon LESSOR, its officers, employees, agents, and members of LESSOR's boards and commissions and employees, agents or officers of LESSOR's boards and commissions pursuant to enforcement of FAR Part 139 and TSR Parts 1500, 1520, 1540, and 1542 due to acts or omissions by LESSEE, LESSEE's agents, servants, officers, employees, independent contractors, or patrons shall be borne by LESSEE. LESSEE further agrees to indemnify and hold harmless LESSOR, its officers, employees, agents, and members of LESSOR's boards and commissions, and employees, agents, or officers of LESSOR's boards and commissions from any and all fines so levied and from any and all claims, demands, liabilities, or expenses of every kind or nature related to such levy or defense to such levy (including, but not limited to, salary of attorneys employed by LESSOR) which LESSOR or any of its officers, employees, or other persons set out above shall or may at

any time sustain or incur by reason of or in consequence of such acts or omissions by LESSEE. LESSEE further agrees to indemnify and hold harmless LESSOR, its officers, employees, agents, and members of LESSOR's boards and commissions, and employees, agents, or officers of LESSOR's boards and commissions from any and all claims, demands and or lawsuits arising out of LESSEE's or LESSEE's employees' failure to comply with FAR Part 139 and TSR Parts 1500, 1520, 1540 and 1542, the Airport Security Program or any other applicable law, regulation or rule.

B. LESSEE agrees to control all persons and vehicles entering any airport restricted area (including aircraft movement area) through its leased space in accordance with the Airport's Security Program and in compliance with TSR Parts 1500, 1520, 1540, and 1542 as such currently exist and are amended from time to time.

I. War or National Emergency

During the time of war or national emergency, LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

J. Americans with Disabilities Act (1990)

LESSEE agrees to comply with the Americans with Disabilities Act (1990) and any amendments and regulations thereto with regard to LESSEE's operations on the Leased Premises.

K. Right to Amend

In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions or any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will LESSEE be required, pursuant to this paragraph, to agree to an increase in the fees and charges provided for herein or to a change in the use, provided it is an authorized use, to which LESSEE has put the Leased Premises.

L. Just Services

LESSEE further covenants and agrees, with respect to any service furnished to the public at the Ottumwa Regional Airport, LESSEE will furnish the same on a fair, equal and not unjustly discriminatory basis to all users thereof and will charge a fair, reasonable and not unjustly discriminatory price for each unit or service, provided however, that LESSEE may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reduction to volume purchasers.

ARTICLE XI- ASSIGNMENT

A. LESSEE shall not, at any time, assign this Lease Agreement or any part thereof without the express written approval of the LESSOR. Provided; however, that this shall not prevent the assignment of this Lease Agreement to a corporation or limited liability company with which LESSEE owns, or may merge or consolidate with or which may succeed to the business or assets of LESSEE or a substantial part thereof. LESSEE shall not at any time sub-let space in any premises now or hereafter leased exclusively to LESSEE without the express written consent of the LESSOR in advance. LESSOR shall not unreasonably withhold consent.

ARTICLE XII – NOTICES

A. Notices to LESSOR provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed as follows:

City of Ottumwa
c/o Phil Rath, City Administrator
105 East Third Street
Ottumwa, IA 52501

and notices to LESSEE, if sent by registered mail, postage prepaid, addressed as follows:

Indian Hills Community College
c/o Michael Lee, Chief Financial Officer
525 Grandview Avenue
Ottumwa, IA 52501

Or such other respective addresses as the parties may designate to each in writing from time to time.

ARTICLE XIII – GENERAL CONDITIONS

A. That LESSEE and LESSOR are not relying on any statement or representations of each other or of any other party in entering into this lease and that all of the negotiations between the parties are merged into this agreement and that there are no understandings, terms or agreements of any kind or nature that are not set out herein and that this Lease Agreement and the provisions herein contained are the only agreements and understandings between the parties hereto.

B. All the covenants, stipulations and agreements in this Lease Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

C. Neither the LESSEE nor anyone claiming by, through or under the LESSEE shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon said premises or upon any building or improvement hereon, or upon the leasehold interest of the LESSEE therein, and notice is hereby given that no contractor, sub-contractor or anyone else may furnish any material, service or labor.

ARTICLE XIV – SAVINGS CLAUSE

Should any part or provision of the Lease Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of the Lease Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Lease Agreement to be executed by their proper officers.

August 3, 2021
Date

Tom X. Lazio
Tom X. Lazio
Mayor, City of Ottumwa

ATTEST:
Christina Reinhard
Christina Reinhard
City Clerk

Indian Hills Community College

Date

By _____

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 3, 2021

Airport
Department

Philip Rath
Prepared By
Duke Ball
Department Head



City Administrator Approval

AGENDA TITLE: Approve a lease agreement for the use of a rental aircraft at the Ottumwa Regional Airport.

Public hearing required if this box is checked.

RECOMMENDATION: Approve the lease to form and authorize the Director of Airport Operations to sign the Lease Agreement upon completion.

DISCUSSION: Director of Airport Operations Ball was able to locate and negotiate terms for use of a rental aircraft for flight instruction at the Airport. The owner of the plane is considering an LLC to hold the aircraft. This leaves a few blanks in the lease, however, does not change the terms. The rent will be \$50.00 per flight hour plus other considerations. The lease will begin upon execution of the Agreement for successive one-year periods. The lease was reviewed by the City Attorney and approved by the Airport Board at their meeting on July 27. Staff is requesting City Council to approve the lease to form and authorize the Director of Airport Ops to proceed with completing these lines and signing the rental agreement.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

AIRCRAFT LEASE AGREEMENT

ARTICLE 1 - PARTIES:

This aircraft lease agreement is entered into effective this ____ day of August, 2021, by and between _____, hereafter referred to as the "Lessor," and the City of Ottumwa, hereafter referred to as the "City."

The Lessor is a [SELECT APPROPRIATE DESIGNATION---CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF _____/LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE STATE OF _____/UNINCORPORATED ASSOCIATION /INDIVIDUAL]. Lessor's address is _____.

The City is a municipal corporation, created pursuant to the laws of the State of Iowa. The City's address is 105 East Third Street, Ottumwa, IA 52501.

ARTICLE 2 - AIRCRAFT, TITLE:

Lessor hereby leases to the City one Piper PA 28-140 with FAA registration number____, hereinafter called the "aircraft." The City shall have non-exclusive possession of the aircraft for use at its discretion, but Lessor shall retain title at all times.

Manufacturer of Aircraft: _____

Model: Serial number: _____

FAA Registration No.: _____

Engine Make: _____

Equipment and Accessories: _____

ARTICLE 3 - INITIAL AIRCRAFT LOCATION AND CONDITION:

The Lessor will provide the above listed aircraft to the City at the Ottumwa Regional Airport in an airworthy condition, with a current inspection, and in compliance with all current airworthiness directives. Upon delivery of the aircraft by Lessor to City, the City shall have the right to conduct an inspection of the aircraft to determine its condition, including non-standard equipment. The results shall be noted on Appendix A which shall be attached to and incorporated into this agreement by reference.

ARTICLE 4 - TERM:

This agreement shall commence on the ____ day of August, 2021 and end one year after the date of commencement. Subject to termination rights set out in this agreement, this agreement shall renew automatically for successive one-year terms.

ARTICLE 5 - PAYMENTS:

City shall pay to Lessor as rental for the use of the Aircraft fifty dollars (\$50.00) per flight hour as recorded on the Aircraft Hobbs meter.

Payments shall be due to Lessor within thirty (30) days after the conclusion of each monthly period. The City shall be responsible for providing Lessor with monthly reports of the use of the Aircraft with the monthly payments without waiting for an invoice from Lessor.

ARTICLE 6 - MAINTENANCE:

1. The City, at its own cost and expense, shall service, repair, maintain, test or cause the same to be done to the Aircraft during the term of this Agreement (i) to keep the Aircraft in good operating condition and appearance and (ii) to keep the Aircraft in such operating condition as may be necessary to enable the airworthiness certification of the Aircraft to be maintained in good standing at all times under all applicable governmental rules and regulations, except for those items listed in subparagraph 2 below. The City shall maintain all records, logs and other materials required by the United States Department of Transportation or the Federal Aviation Administration to be maintained in respect to the Aircraft and shall promptly furnish to Lessor, upon Lessor's request, such information as may be required to enable Lessor to file any reports required to be filed with any governmental authority because of Lessor's interest in the Aircraft.
2. Lessor, at its own cost and expense, shall provide parts, outside labor (parts overhaul/radio & instrument repairs), outside inspections (2 year transponder checks, etc.), oil at oil changes, and major engine work (overhaul) necessary to keep the Aircraft in good operating condition.

ARTICLE 7 - INSURANCE:

The City will purchase and maintain during the term of this agreement an insurance policy with at least the following coverages: (a.) total bodily injury/property damage liability of _____ /incident, with sub-limits of no less than _____ per person, and _____ Hull Coverage (the "City Insurance"). The City Insurance shall cover the uses intended by this agreement and shall also name the Lessor as additional insured parties. The City will pay any insurance deductible resulting from a claim against the City Insurance and if a loss is not covered by City Insurance, the City will take reasonable efforts to collect the repair costs from the party at fault. The exception to this is if the Lessor is determined at fault for the accident, in which case the Lessor shall be responsible for any resulting costs or expenses.

ARTICLE 8 - RENEGOTIATION OF RATES:

Each year during the month of December the Lessor and the City will have an opportunity to renegotiate the lease rates and such agreement will be included as amendments to this lease. The new rate will take effect on January 1st of the following year. In the event the parties have not agreed upon rates prior to December 15 of each year, then this agreement shall automatically terminate on December 31 of that year and the aircraft shall be returned to Lessor as provided in Article 11 – Return.

ARTICLE 9 - TERMINATION FOR CONVENIENCE:

Either party may submit a notification of termination for convenience by giving sixty (60) day prior written notice of termination to the other party. In order to terminate for convenience with less than sixty (60) days notice, both parties must agree in writing to a different time period. After this time period, all use of the aircraft will be stopped by the City and the City has thirty (30) days to pay all agreed upon costs to the Lessor, and this lease will be terminated. Upon the effective date of termination, all rights and obligations specified herein shall cease and be of no further force or effect.

ARTICLE 10 - TERMINATION FOR CAUSE:

Either party may submit a notification of termination for cause if they feel that this contract has been breached. The notification must list the contract item or item(s) that have been breached, the reason the party feels they have been breached, whether or not immediate use of the aircraft must cease, and why they feel that an agreeable solution cannot be reached. The City has thirty (30) days to pay all agreed upon costs to the Lessor. The effective date of the termination will be at the end of this thirty (30) days. Upon the effective date of termination, all rights and obligations specified herein shall cease and be of no further force or effect.

ARTICLE 11 - RETURN:

Upon termination of this Agreement for any reason, the City shall return the Aircraft to the Lessor at the same location where it was received with all of the equipment listed in Appendix A unless that equipment was replaced due to maintenance or at the direction of the Lessor or was removed at the direction of the Lessor. The Aircraft shall be returned in the same condition in which it was received from Lessor, ordinary wear and tear excepted.

ARTICLE 12 - NOTICE:

- 1) Any notice in connection with this Agreement shall be in writing and delivered personally to the appropriate party or
 - a) Sent via a nationally recognized overnight courier service, or
 - b) Mailed to the appropriate party by registered or certified mail, postage prepaid, return receipt requested, at the address set forth in the introduction to this Agreement. Notices shall be sent to:

To Lessor: _____

[Address]: _____

To City: City of Ottumwa
c/o Phil Rath, City Administrator
105 East Third Street
Ottumwa, IA 52501

- 2) Notice shall be deemed effectively given when: (a) Delivered personally to the other party for whom intended; (b) one (1) day following the deposit of a nationally recognized overnight courier; or (c) five (5) days following deposit of the same into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such party at the address set forth herein. Either party may designate a different address by notice to the other given in accordance herewith.

ARTICLE 13 - ASSIGNMENT:

This Agreement may not be transferred or assigned by either party without prior written approval signed by the other party.

ARTICLE 14 - ATTORNEY FEES:

In the event any action is filed in relation to this Agreement, each party shall be responsible for its own attorney's fees.

ARTICLE 15 - WAIVER:

Either party's failure to enforce any provision of this Agreement against the other party shall not be construed as a waiver thereof so as to excuse the other party from future performance of that provision or any other provision.

ARTICLE 16 - SEVERABILITY:

The invalidity of any portion of the Agreement shall not affect the validity of the remaining portions thereof.

ARTICLE 17 - PARAGRAPH HEADINGS:

The headings to the paragraphs to this Agreement are solely for convenience and have no substantive effect on the Agreement nor are they to aid in the interpretation of the Agreement.

ARTICLE 18 - ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. No statements, promises, or inducements made by any party to this Agreement, or any agent or employees of either party, which are not contained in this written contract shall be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by the parties. This lease agreement, along with Appendix A has been reviewed by the undersigned, who are or represent the parties of the agreement, and has been found acceptable and thus executed on the _____ day of August, 2021.

CITY:

LESSOR:

BY: Duke Ball
ITS: Director of Airport Ops

BY: [PRINTED NAME]
ITS: [TITLE]

APPENDIX A

List of Non-Standard Equipment and Logs in Aircraft at Time of Lease Signing and Condition

Date of inspection: _____

City representative(s) present:

Radios and condition:

Navigation equipment and condition:

Other:

Additional condition notes:

Logs/dates turned over:

Interior/paint/glass/seals condition:

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 3, 2021

Airport
Department

Philip Rath
Prepared By
Duke Ball
Department Head



City Administrator Approval

AGENDA TITLE: Approve a maintenance agreement with Indian Hills to provide maintenance services for their aircraft.

Public hearing required if this box is checked.

RECOMMENDATION: Approve and authorize the Mayor to sign the maintenance agreement.

DISCUSSION: Indian Hills Community College has six aircraft which are stored at the airport. Based upon the amount of hours required to provide maintenance for these aircraft, this Agreement provides for a discounted hourly maintenance rate in exchange for minimum guaranteed hours. The rate will be \$75.00 per hour for the first 400 hours annually. The College agrees to provide guaranteed income for the first 350 hours each year. The Agreement will begin effective March 1, 2021 and expire on June 30, 2023. The Agreement was reviewed by the City Attorney and approved by the Airport Board at their meeting on July 27.

Source of Funds:

Budgeted Item: Budget Amendment Needed:

MAINTENANCE SERVICES AGREEMENT

INDIAN HILLS COMMUNITY COLLEGE

OTTUMWA REGIONAL AIRPORT

OTTUMWA, IOWA

This Maintenance Services Agreement (the "Agreement") is entered into between the City of Ottumwa ("City"), as the owner of the Ottumwa Regional Airport, and Indian Hills Community College ("IHCC"), a community college located in Ottumwa, Iowa.

ARTICLE 1
TERM OF AGREEMENT

1.01 Term

This Agreement shall be effective on a month-to-month basis beginning March 1, 2021 and ending no later than June 30, 2023. IHCC or the City may cancel this Agreement at any time by providing thirty (30) days' prior written notice to the other party.

1.02 Prior Agreements

As of the commencement date, this Agreement supersedes any and all prior agreements between the parties pertaining to Maintenance Services at the Airport.

ARTICLE 2
FEES

2.01 Fees

IHCC shall pay the City \$75.00 per hour for maintenance services, up to a maximum of 400 hours per year. Should IHCC utilize more than 400 hours of maintenance services in any one fiscal year, IHCC shall pay maintenance fees and charges in the amount and manner as adopted by the Airport Advisory Board for any such hours in excess of 400. IHCC agrees to pay City for a minimum of 350 hours of maintenance services annually equating to twenty-six thousand two hundred and fifty dollars (\$26,250.00). Payments shall be made monthly.

The maintenance fees and charges may at any time be adjusted by the Airport Advisory Board and the adjusted fees and charges will become part of this Agreement. The Airport Advisory Board will inform IHCC of any adjustments to the fees and charges and IHCC shall pay the fees and charges as adjusted. IHCC shall be invoiced monthly for maintenance fees. IHCC shall be solely responsible for the costs associated with any aircraft parts that are required as part of aircraft maintenance.

2.02 Late Payments

Any payment not received by the due date accrues interest at the rate of one and one-half (1.5) percent per month from the due date until paid in full.

ARTICLE 3 MAINTENANCE SERVICES TO BE PROVIDED BY CITY

3.01 Fueling

City shall provide and deliver aircraft fuel to IHCC for use in IHCC's owned or leased aircraft. IHCC shall pay fuel fees and charges in the amount and manner as adopted by the Airport Advisory Board. The fees and charges may at any time be adjusted by the Airport Advisory Board and the adjusted fees and charges will become part of this Agreement. The Airport Advisory Board will inform IHCC of any adjustments to the fees and charges and IHCC shall pay the fees and charges as adjusted. IHCC shall be invoiced monthly for fuel fees.

3.02 Aircraft Maintenance

City shall provide general maintenance services for IHCC's aircraft. General maintenance services shall include but not be limited to maintenance on the aircraft themselves, annual inspections, de-icing services, and pull-out services.

ARTICLE 4 INDEMNITY

With regard to activities conducted on or within the Airport, IHCC agrees to the fullest extent permitted by law, to indemnify, defend, pay on behalf of, and hold harmless City, its officials, agents, employees and volunteers and others working on behalf of City from and against any and all claims, demands, suits, damage or losses, together with any and all outlay and expense connected therewith, including but not limited to reasonable attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, and property damage, including loss of use thereof, and economic damages arising out of IHCC's operations on or use of the Airport, excepting claims arising solely out of negligent acts of, or inaction by, City or its officials, agents, employees, volunteers, or others acting or working on behalf of or at the direction of City.

ARTICLE 5 FAA PROVISIONS

A. EXCLUSIVE RIGHTS

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, and as said act may be amended from time to time.

B. SUBORDINATION TO AGREEMENTS

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between the City and the United States of America or the state of Iowa relative to the operation, maintenance, development, or administration of the Ottumwa Regional Airport (the "Airport"), the execution of which has been required as a condition precedent to the transfer of federal rights or property to the City for Airport purposes, or to the expenditure of federal or state of Iowa funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, and as said act may be amended from time to time.

C. GENERAL CIVIL RIGHTS PROVISIONS

IHCC agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds IHCC and sub-tier Contractors through the completion of this Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

D. CIVIL RIGHTS – TITLE VI ASSURANCES

a. Compliance with Nondiscrimination Requirements

During the performance of this contract, IHCC, for itself, its assignees, and successors in interest (hereinafter referred to collectively as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

E. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, IHCC, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- The FAA's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

F. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force

and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

IHCC has full responsibility to monitor compliance to the referenced statute or regulation. IHCC must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

G. OCCUPATIONAL SAFETY AND HEALTH ACT

This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. IHCC must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. IHCC retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). IHCC must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

ARTICLE 6 GENERAL PROVISIONS

6.01 Rules, Regulations, and Ordinances

IHCC shall observe and obey all Rules and Regulations. IHCC shall not violate, or knowingly permit its agents, contractors, or employees acting on IHCC's behalf to violate any Rules and Regulations of the Airport.

6.02 Governing Law

This Agreement and all claims or disputes arising out of or relating to this Agreement or its subject matter are governed by the laws of the State of Iowa, without regard to its conflict of laws provisions, and any action, claim or proceeding arising out of or relating to this Agreement must be brought only in Wapello County, Iowa. Each party hereby waives any objection, including any objection based upon improper venue or *forum non conveniens*, that it may have, now or in the future, to the bringing of any action, claim or proceeding in Wapello County, Iowa.

6.03 Nonwaiver of Rights

No waiver of default by either party of any of the terms, covenants, and conditions in this Agreement to be performed, kept, and observed by the other party will be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions to be performed, kept, and observed by the other party.

6.04 Force Majeure

Neither IHCC nor City will be liable for delays in performance caused by acts of God or government regulatory authority, war, riot, sabotage, storm, flood, inclement weather, strike or work stoppage, or other cause beyond the reasonable control of IHCC or City.

6.05 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties, and all other representations or statements heretofore made, verbal, or written, are merged in this Agreement. IHCC acknowledges that this Agreement supersedes and cancels any and all previous agreements and understandings on this matter between IHCC and City.

6.06 Co-partnership Disclaimer

Nothing in this Agreement is intended or should be construed as in any way creating or establishing the relationship of copartners between the parties, or as constituting IHCC as an agent or representative of City for any purpose or in any manner whatsoever.

6.07 Amendments

Any and all changes or amendments to this Agreement shall be in writing and duly executed by all parties.

6.08 Licenses and Permits

IHCC shall obtain all applicable licenses and permits required by federal, state, or local law.

6.09 Agreement Construction

Words and phrases used in this Agreement will be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, and as disjunctive or conjunctive, according to the context. Any rule to the effect that ambiguities are to be resolved against the drafting party does not apply to the interpretation of this Agreement or any of its amendments or exhibits.

6.10 Representations of Parties

City and IHCC represent that each has the full power and proper authority to make and execute this Agreement, to exercise its rights, powers and privileges as described in this Agreement, and to perform the agreements and covenants set forth in this Agreement. IHCC further warrants that it has the authority to enter into and be bound by the terms of this Agreement and no order of any bankruptcy or other court, and no agreement with others, prohibits or limits that authority.

6.11 No Third Party Beneficiaries

It is not the intention of the parties by entering into this Agreement to create any rights in any person not a party to this Agreement.

Wherefore, the parties are executing this Agreement on the date set forth next to their signatures.

CITY OF OTTUMWA

BY:



Mayor

ATTEST:



City Clerk

Date: August 3, 2021

IHCC

By: _____

Name: _____
(Type or Print)

CITY OF OTTUMWA
Staff Summary

JUL 20 11 AM

**** ACTION ITEM ****

Council Meeting of : Aug 3, 2021

Police
Department

Chad Farrington
Prepared By

Department Head


City Administrator Approval

AGENDA TITLE: Memorandum of Understanding - City of Ottumwa and Southern Iowa Mental Health

 Public hearing required if this box is checked. **The Point of Publication for each PDSR Meeting must be after 10:00 AM Staff Summary. If the Point of Publication is not attached, the item will not be placed on the agenda.**

RECOMMENDATION: Approve the MOU between the City of Ottumwa and Southern Iowa Mental Health for a pilot program.

DISCUSSION: The South Central Behavioral Health Region (SCBHR), Southern Iowa Mental Health (SIMH) and the Ottumwa Police Department have been working toward a pilot program that will launch August 1st, 2021. The SCBHR has secured 100% funding for this pilot program currently scheduled to last for three years. A mental health professional who is the employee of SIMH will be stationed and office at the police department. This person will respond with law enforcement directly to assist with incidents involving mental health, substance abuse or a combination of both. This is a collaborative effort to provide the best response and resources for our citizens. This MOU outlines the legal responsibilities of all parties involved.

Source of Funds:

Budgeted Item: Budget Amendment Needed: No



Memorandum of Understanding

Between:

Southern Iowa Mental Health Center (SIMHC)

And

City of Ottumwa (City)

WHEREAS, both SIMHC and City desire, by means of this understanding, to cooperate with one another to ensure continuity of care and treatment appropriate to the mental health needs of individuals in the community. Staff will utilize the knowledge and resources of both entities in a coordinated and cooperative manner to improve the professional health care of clients. SIMHC in a Community Mental Health Center located in Ottumwa, Iowa and staff provides mental health treatment; City desires to incorporate this treatment into Law Enforcement's interactions with the community; when Law Enforcement staff deem appropriate. SIMHC will embed a Mobile Crisis Liaison (MCL) staff member at the Wapello County Law Center for the purpose of working in connection with Law Enforcement staff when requested.

The terms and conditions of any future agreement will supersede any terms and conditions contained in this memorandum of agreement. Both parties are not prevented from entering into negotiations with other third parties with regard to the subject matter of this understanding.

This document is to establish a cooperative working agreement between both parties. Both parties collectively agree to the goals of the program as outlined in this agreement. This understanding between the entities includes but is not limited to:

- Provide accessible crisis intervention utilizing the MCL when appropriately identified.
- Building community relationships.
- Provide coordination of care
- SIMHC is a Health Insurance Portability and Accountability Act (HIPAA) covered entity. Protected Health Information (PHI) will not be used in any manner that violates either the Privacy or Security Regulations of HIPAA (reference: www.hhs.gov/hipaa).

Nothing in this agreement shall be construed as limiting the right of either party to affiliate or contract with any other entity while this understanding is in effect. Neither party shall use the name of the other in any promotional or advertising materials without prior approval.

Employees or volunteers of either party acting pursuant to this agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such party. Under no circumstances are employees or volunteers of one party to be considered employees or volunteers of the other party.

Each party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its officers, employees, volunteers, or agents as consequence of the performance of this agreement. Each party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its officers, employees, volunteers, or agents, occurring as a consequence of the performance of this agreement.

Except as provided herein, each party shall be responsible for the acts or omissions of its own employees or volunteers, and shall indemnify, defend and hold harmless the other party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this agreement.

Nothing in this agreement shall prevent or limit either party to this agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The parties to this agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this agreement including, but not limited to asserting defenses of

immunities available under applicable law.

This agreement may be modified or amended from time to time by mutual agreement of the parties, or any such modification or amendment shall be attached to and become part of this understanding.

This agreement may be terminated at any time by providing ten days' written notice to the other party.

As a step to move forward with this needed Community service we are asking for documentation from your organization in an agreement to collaborate with SIMHC to continue our mission to provide quality mental health and substance abuse treatment to individuals at their time of need. Please indicate your willingness to collaborate by executing this MOU.

Signed:



Southern Iowa Mental Health Center

Executive Director

Date: July 2, 2021

Signed:



City of Ottumwa

Title: Chief of Police

Date: 07/27/2021

10/23/21

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 3, 2021

Fire
Department

Tony Miller

Prepared By

Tony Miller
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Acceptance from the Iowa State Fire Marshal Office to purchase a Thermal Imaging Camera.

Public hearing required if this box is checked.

RECOMMENDATION: To accept the grant award in the amount of \$8,633.00 from the Iowa State Fire Marshal's Office.

DISCUSSION: The Iowa State Fire Marshal's Office under the Local Fire Protection and Emergency Medical Services Grant Program has awarded the Ottumwa Fire Department a grant in the amount of \$8,633.00. This will assist the OFD when responding to a structure fire getting civilians out of danger. Deputy Chief Cory Bengel has been very successful in receiving two grants in the last two years through this program.

Source of Funds:

Budgeted Item: Budget Amendment Needed:



Quote

EST-009411

Sandry Fire Supply LLC

618 6th Street
DeWitt, Iowa 52742
U.S.A
5636592357

Estimate Date : 06/08/21

Expiry Date : 08/06/21

Reference# : 6000 TIC

Sales person : John Crouch

Bill To

Ottumwa, IA FD
201 N Wapello
Ottumwa, IA 52501

| # | Item & Description | Qty | Rate | Amount |
|---|--|--------------|----------|----------|
| 1 | msa10218424(TIKO) E6000+ with Laser Range Finder complete with a Truck Kit (consists of truck charger, two rechargeable batteries, retractable lanyard and user instructions). Includes 3-year warranty on camera.-TIKO Promo | 1.00 Each | 8,633.00 | 8,633.00 |

Sub Total 8,633.00

Total \$8,633.00

Notes

Looking forward to earning your business.

Terms & Conditions

Shipping will be charged in addition when incurred.



**Iowa Department of Public Safety - State Fire Marshal Division
Local Fire Protection & Emergency Medical Services Grant Program
Application**

Clearly print or type and email completed form to sfmfireworks@dps.state.ia.us by June 30.

Clear Form

Name of Agency:

Ottumwa Fire Department

Agency Address:

201 N. Wapello St.

Agency Contact Name:

Deputy Chief Cory Bengé

Agency Contact Phone Number:

(641) 683-0666

Agency Contact Email Address:

bengec@ottumwa.us

Signature of owner or person authorized to sign for the agency:

Tony Miller

Printed name of owner or person authorized to sign for the agency:

Fire Chief, Tony Miller

What grant request are you applying for?

- Safety education programming request (complete page 3)
- Firefighting turnout gear washer-extractor grant request (submit required documentation as indicated on page 4)
- Equipment request (complete page 5)

EQUIPMENT REQUEST:

Detailed description of equipment:

MSA - EVOLUTION 6000 Plus Thermal Imaging Camera

Company or entity from which the purchase will be made:

Sandry Fire Supply

Is the equipment request related to consumer fireworks safety? Yes No

If the equipment request is related to consumer fireworks, provide justification as to how the equipment purchase fits the purpose of the grant program:

Thermal imaging allows firefighters to determine where heat is being emitted and differences in heat on objects. This is critical in smokey conditions when searching for victims and when searching for fire in concealed spaces.

Total amount requested for equipment purchase:

\$8,633.00

Item No. B.-11.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 3, 2021

Public Works - WPCF
Department

Ron Jacobsen
Prepared By

Larry Seals *Larry Seals*
Department Head

Ry Rth
City Administrator Approval

AGENDA TITLE: Approve the purchase of a Biochemical Oxygen Demand (BOD) incubator

****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 purchase of a BOD incubator from USA Blue Book for the price of \$4360.50

DISCUSSION:

The current BOD incubator was purchased in 8-2006 and does not provide uniform temperature anymore. This piece of equipment is critical for the analysis of BOD required by Iowa Department of Nature Resources. This is designed to use 78% less power than outdated models and reduces the air conditioning loads in the unit by 75%. This comes with a 2 year warranty.

The WPCF budgeted \$7000 for this in account 610-8-815-6727 and this will be taken out of it.

QUOTATION
 HDSFM
 D/B/A USABLUBOOK
 PO Box 9004
 Gurnee, IL 60031-9004
 Toll free: 1-800-548-1234
 Fax: (847) 689-3030

NO. 304816

Page 1

07/20/21

Ship-to: 2
 OTTUMWA, CITY OF
 WASTEWATER TREATMENT FACILITY
 2222 S EMMA ST
 OTTUMWA IA 52501-3508
 USA

Bill-to: 15933
 OTTUMWA CITY OF
 2222 S EMMA ST
 OTTUMWA IA 52501
 USA

REFERENCE # | EXPIRES | SLSP | TERMS | WH | FREIGHT | SHIP VIA
 INCUBATOR | 08/19/21 | MAH | NET 30 | 50 | FXD/PPD | LTL
 QUOTED BY: MAH | QUOTED TO: JULAINE OLSON

| ITEM | DESCRIPTION | QUANTITY | UM | PRICE | UM | EXTENSION |
|-------|---|----------|----|---------|----|-----------|
| 48304 | Incubator Refrig 19.3cf 120V BOD Peltier FREE SHIPPING PER VENDOR | 1 | EA | 4360.50 | EA | 4360.50 |

Please note that your order may be subject to applicable taxes based on current rates at the time your order is completed.

TO ORDER --

For your convenience, you may simply sign below and return via fax to 847-689-3030. We will process your order promptly and fax a confirmation so you know we have it. If you prefer to call your order in or have additional questions or concerns, you may contact our Customer Service Department @ 800-548-1234. Please note any changes to the quantities or shipping address. Thanks for choosing USABlueBook.

Authorization Signature

PO Number (if required)

| MERCHANDISE | MISC | TAX | FREIGHT | TOTAL |
|-------------|------|-----|---------|---------|
| 4360.50 | .00 | .00 | .00 | 4360.50 |

USE THIS QUOTE # ON PO's!



NORTH CENTRAL LABORATORIES

Quotation #35251 JUL21

July 21, 2021

Page 1 of 1

To: Ottumwa WPCF
Attn: Julaine Olson
Email: olsonj@ci.ottumwa.ia.us

Dear Julaine,

Thank you for the opportunity to provide this quotation.

| QTY | Description | List Price | Quote Price |
|------|--|------------|-------------|
| 1 ea | SL-20P, Floor model BOD incubator, Peltier, 19.3 cu ft (#SRI20P) | \$6,679.00 | \$5,225.00 |
| | | Total = | \$5,225.00 |

The above price includes shipping to your facility.

This incubator is in stock in our warehouse for immediate shipment at the time of this quote.

The quoted price is valid until December 31, 2021.

Please call me at 800-648-7836 if you have any questions or need any other information.

Sincerely,
Paul
North Central Laboratories, Inc.

QUOTATION

THE LAB DEPOT
 469 LUMPKIN CAMPGROUND RD S
 DAWSONVILLE, GA 30534
 706-265-2320

| | |
|--------------------|--------|
| Order Number | |
| 388875 | |
| Order Date | Page |
| 7/20/2021 11:41:20 | 1 of 1 |

Quote Expires On 10/18/2021

Bill To:

CITY OF OTTUMWA WATER POLLUTION FACILIT
 ATTN: ACCOUNTS PAYABLE
 2222 EMMA STREET
 OTTUMWA, IA 52501

Ship To:

CITY OF OTTUMWA WATER POLLUTION FACILIT
 ATTN: JULAINE OLSON
 2222 EMMA STREET
 OTTUMWA, IA 52501

Requested By: JULAINE OLSON

Customer ID: 168028

| | | |
|------------------|-------------------|--------------|
| <i>PO Number</i> | <i>Ship Route</i> | <i>Taker</i> |
| QUOTE 7/20 | | SHAY_HAMRICK |

| <i>Quantities</i> | | | | <i>Item ID</i> | <i>Item Description</i> | <i>Pricing UOM</i> | <i>Unit Price</i> | <i>Extended Price</i> |
|-------------------|------------------|------------------|----------------------|----------------|-------------------------|--------------------|-------------------|-----------------------|
| <i>Ordered</i> | <i>Allocated</i> | <i>Remaining</i> | <i>UOM Unit Size</i> | | | | | |

| | | | | | | | | |
|--------|--------|--------|----|--------|--|----|----------|----------|
| 1.0000 | 0.0000 | 1.0000 | EA | SRI20P | | EA | 5,164.00 | 5,164.00 |
|--------|--------|--------|----|--------|--|----|----------|----------|

1.0 BOD THERMO COOLED INCUBATOR, 19.3 CU FT
 BOD THERMOELECTRIC COOLED INCUBATOR, 19.3 CU FT

Order Line Notes: PLEASE NOTE THIS UNIT IS MADE TO ORDER AND WILL HAVE AN APPROX 4-5 WEEK LEAD TIME - SHIPPING FROM OR

Total Lines: 1

SUB-TOTAL: 5,164.00
TAX: 0.00
FR SHIPPING CHARGE: 240.00
AMOUNT DUE: 5,404.00

U.S. Dollars

CITY OF OTTUMWA
Staff Summary

JUNE 25 2021

**** ACTION ITEM ****

Council Meeting of: Aug 3, 2021

Airport
Department

Chris Cobler
Prepared By
Duke Ball
Department Head



City Administrator Approval

AGENDA TITLE: Resolution # 158-2021 Approving the contract, bond, and certificate of insurance for Rehabilitate Runway 4/22 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 the Staff Summary. If the Proof of Publication is not attached, the item cannot be placed on the agenda.

RECOMMENDATION: Pass and adopt resolution # 158-2021

DISCUSSION: These are the bonds, certificate of insurance and signed contract with Struck & Irwin, Paving Inc. from Deforest, Wisconsin for the above referenced project and are now on file with the city clerk. This project was awarded at the May 4, 2021 city council meeting in the amount of \$319,084.37.

Source of Funds: 100% FAA

Budgeted Item: Budget Amendment Needed:

RESOLUTION # 158 - 2021

A RESOLUTION APPROVING CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE OTTUMWA REGIONAL AIRPORT REHABILITATE RUNWAY 4/22 PROJECT.

WHEREAS, The city council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to Struck & Irwin, Paving Inc. of Deforest, Wisconsin in the amount of \$319,084.37.

WHEREAS, All proper bonds and a certificate of insurance have been filed with the City Clerk and 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 Struck & Irwin, Paving Inc. of Deforest, Wisconsin for the referenced project are hereby approved.


PASSED AND ADOPTED this August 3, 2021

CITY OF OTTUMWA, IOWA

ATTEST:



Christina Reinhard, City Clerk


Tom Lazio, Mayor

July 9, 2021

Chris Cobler
City of Ottumwa
105 E. Third Street
Ottumwa, Iowa 52501

RE: Contract Documents
Rehabilitate Runway 4/22
Ottumwa Regional Airport (OTM), Ottumwa, Iowa
AIP Project No. 3-19-0073-023
KM Project No. 2012240

Dear Mr. Cobler:

Enclosed are four (4) copies of the Contract Agreement, Payment Bond, and Performance Bond for the above referenced project. Please review and sign all the forms as shown below and return to our office for further processing.

- Contract Agreement – date, sign, and attest on page 4.
- Performance Bond – date, sign, and attest on page 2 under Owner Acceptance.
- Payment Bond – date, sign, and attest on page 2 under Owner Acceptance.

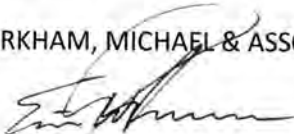
A copy of the Certificate of Insurance is for your review only.

Please note that we will need to have original signatures on all four (4) copies of the forms and all four (4) copies of your bonds. Photocopies cannot be made for this project.

If you have any questions or need any additional information, please contact us at (402) 858-8852. Thank you.

Sincerely,

KIRKHAM, MICHAEL & ASSOCIATES, INC.



Eric W. Johnson
Project Manager

EWJ

Enclosures

**Form of
CONTRACT AGREEMENT**

THIS AGREEMENT, made as of August 3, 2021 is

BY AND BETWEEN
the OWNER:

**City of Ottumwa
105 E. Third Street
Ottumwa, Iowa 52501**

And the CONTRACTOR:

**Struck & Irwin Paving, LLC
7219 Gene Street
DeForest, Wisconsin 53532**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at Ottumwa Regional Airport generally described as follows;

**Rehabilitate Runway 4/22
Ottumwa Regional Airport (OTM)
Ottumwa, Iowa
AIP Project Number 3-19-0073-023**

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions, and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Three Hundred Nineteen Thousand Eighty-Four Dollars and Thirty-Seven Cents

(Amount in Written Words)

\$ 319,084.37

(Amount in Numerals)

subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to commence said work within 20 working days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

- a. The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and

expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$2,000.00** per day for each working day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.
- b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm, or corporation without prior written consent of both parties;

- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

Kirkham Michael
4390 114th Street
Urbandale, Iowa 50322

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

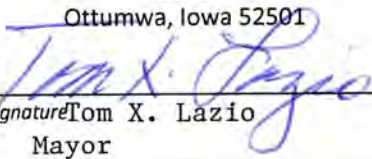
OWNER

Name: City of Ottumwa, Iowa

Address: 105 E. Third Street

Ottumwa, Iowa 52501

By:


Signature Tom X. Lazio

Mayor

Title of Representative

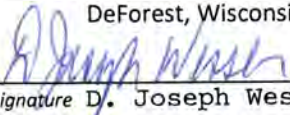
CONTRACTOR

Name: Struck and Irwin Paving, Inc.

Address: 7219 Gene Street

DeForest, Wisconsin 53532

By:


Signature D. Joseph Wessley

President

Title of Representative

ATTEST

By:

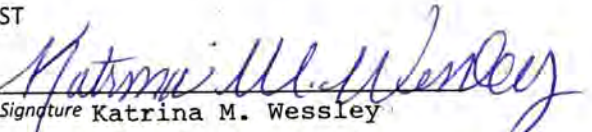

Signature Christina Reinhard

City Clerk

Title

ATTEST

By:


Signature Katrina M. Wessley

Secretary-Treasurer

Title

PERFORMANCE BOND

| |
|-------------------------------|
| Bond Number 2488004 |
|-------------------------------|

PRINCIPAL (Legal Name and Business Address)

Struck & Irwin Paving, Inc.
7219 Gene Street
DeForest, Wisconsin, 53532

STATE OF INCORPORATION

Wisconsin

SURETY (Legal Name and Business Address)

West Bend Mutual Insurance Company
P.O. Box 620976
Middleton, Wisconsin 53562

CONTRACT NO.

AIP No. 3-19-0073-023

CONTRACT DATE

June 23, 2021

PENAL SUM OF BOND (Expressed in words and numerals)

Three Hundred Nineteen Thousand Eighty-Four Dollars and Thirty-Seven Cents (\$ 319,084.37)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto, **City of Ottumwa, 105 E. Third Street, Ottumwa, Iowa 52501**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: Rehabilitate Runway 4/22

Project Location: Ottumwa Regional Airport (OTM), Ottumwa, Iowa

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the 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 Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to

pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.

- d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
- 3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
- 4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the 23rd day of June, 2021.

INDIVIDUAL PRINCIPAL:

Company Name: _____
Signature: _____
Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Signature: *Katrina M. Wesley* Corporate Name: Struck & Irwin Paving, Inc.
Name and Title: Katrina M. Wesley, Secretary Signature: *D. Joseph Wesley*
Name and Title: D. Joseph Wesley, President
(Affix Corporate Seal)

SURETY:

ATTEST:

Signature: *David Zenobi* Surety Name: West Bend Mutual Insurance Company
Name and Title: David Zenobi, witness Signature: *Eliabeth Mosca*
Name and Title: Eliabeth Mosca, Attorney-in-Fact
(Affix Seal) (Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: 9/3/2021 Signature: *Tom X. Lazio*
Name and Title: Tom X. Lazio, Mayor

ATTEST:

Signature: *Christina Reinhard*
Name and Title: Christina Reinhard, City Clerk
(Affix Seal)

PAYMENT BOND

| |
|----------------------------|
| Bond Number 2488004 |
|----------------------------|

PRINCIPAL *(Legal Name and Business Address)*

Struck & Irwin Paving, Inc.
7219 Gene Street
DeForest, Wisconsin, 53532

STATE OF INCORPORATION

Wisconsin

SURETY *(Legal Name and Business Address)*

West Bend Mutual Insurance Company
P.O. Box 620976
Middleton, Wisconsin 53562

CONTRACT NO.

AIP No. 3-19-0073-023

CONTRACT DATE

June 23, 2021

PENAL SUM OF BOND *(Expressed in words and numerals)*

Three Hundred Nineteen Thousand Eighty-Four Dollars and Thirty-Seven Cents (\$ 319,084.37)

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above-named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above-named SURETY hereby bind themselves unto, **City of Ottumwa, 105 E. Third Street, Ottumwa, Iowa 52501**, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: Rehabilitate Runway 4/22

Project Location: Ottumwa Regional Airport (OTM), Ottumwa, Iowa

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms, or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract.
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any 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 Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

WITNESS

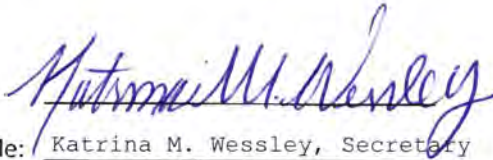
In witness whereof, this instrument is executed this the 23rd day of June, 2021.

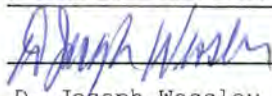
INDIVIDUAL PRINCIPAL:

Company Name: _____
Signature: _____
Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

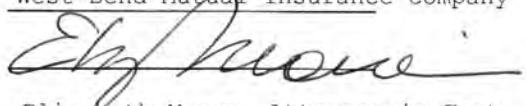
Signature: 
Name and Title: Katrina M. Wessley, Secretary
(Affix Corporate Seal)

Corporate Name: Struck & Irwin Paving, Inc.
Signature: 
Name and Title: D. Joseph Wessley, President

SURETY:

ATTEST:


Signature: 
Name and Title: David Zerobi, witness
(Affix Seal)

Surety Name: West Bend Mutual Insurance Company
Signature: 
Name and Title: Elizabeth Mosca, Attorney-in-Fact
(Attach Power of Attorney)


OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: 8/3/2021

Signature: 
Name and Title: Tom X. Lazio, Mayor

ATTEST:

Signature: 
Name and Title: Christina Reinhard, City Clerk
(Affix Seal)

POWER OF ATTORNEY

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

Elizabeth Mosca

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

Ten Million Dollars (\$10,000,000)

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

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

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

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

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



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

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

Signed and sealed at West Bend, Wisconsin this 23rd day of June, 2021



Heather A. Dunn
Heather Dunn
Vice President – Chief Financial Officer

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|--|
| | |

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|--|-----------------------------------|
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SUPPLEMENT TO
CERTIFICATE OF INSURANCE
(Liability Policies)

This is to certify that the endorsements described below have been issued by the named insurance companies. This supplement does not extend coverage shown on any attached endorsements.

PROJECT: Rehabilitate Runway 4/22, Ottumwa Regional Airport (OTM), AIP No. 3-19-0073-023
OWNER: City of Ottumwa, 105 E. Third Street, Ottumwa, Iowa 52501
ENGINEER: Kirkham, Michael & Associates, Inc., 4390 114th Street, Urbandale, Iowa 50322
NAMED INSURED - CONTRACTOR: Struck and Irwin Paving, Inc., 7219 Gene Street, DeForest, Wisconsin 53532

COMMERCIAL GENERAL LIABILITY INSURANCE

Insuring Company: Middlesex (Sentry) Address: 1800 North Park Dr., Stevens Point, WI 54481
Policy No.: A0077465004 Inception Date: 4/1/21 Expiration Date: 4/1/22

UMBRELLA EXCESS LIABILITY

Insuring Company: Middlesex (Sentry) Address: as above
Policy No.: A0077465006 Inception Date: 4/1/21 Expiration Date: 4/1/22

AUTOMOBILE LIABILITY INSURANCE

Insuring Company: Middlesex (Sentry) Address: as above
Policy No.: A0077465001 Inception Date: 4/1/21 Expiration Date: 4/1/22

The policy or policies have been endorsed to name the Owner and Engineer as Additional Insured as respects to above named project only and as regards Contractors work only.

Endorsement [is] [is not] attached. Yes No

The policy or policies listed herein have been endorsed to provide that thirty (30) days prior notice by Registered Mail from the insuring Company (ies) shall be given to the Owner and Engineer named in this certificate (and to _____) in the event of cancellation, non-renewal, reduction of limits or deletion of coverage of the policy (ies) by the insurer and that immediate notice to the same parties by Registered Mail shall be given in the event of cancellation, non-renewal, reduction of limits or deletion of coverage of the policies by the insured.

Endorsement [is] [is not] attached. Yes No

Are any of the above liability policies "claims made" type policies?
 Yes No

If yes, list policy Nos. _____

| COVERAGE PROVIDED: (mark appropriate box) | Yes | No |
|---|-------------------------------------|--------------------------|
| (1) <u>Operations of Contractor</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (2) <u>Operations of Sub-Contractor (Contingent)</u> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (3) <u>Elevators, if any</u> | N/A <input type="checkbox"/> | <input type="checkbox"/> |
| (4) <u>Contractual Liability</u> to include coverage for Hold Harmless Agreement if such agreement is contained in the contract documents or a sub-contract (in addition to coverage afforded for incidental contract as defined in policy) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

| PROPERTY DAMAGE INCLUDES: (mark appropriate box) | Yes | No |
|---|-------------------------------------|--------------------------|
| (1) Coverage for damage due to blasting | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (2) Coverage for damage due to collapse | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (3) Coverage for damage to underground facilities | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (4) Broad Form Property Damage | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Special limitations or conditions as respects entire policy: _____

(IF ENTRY IS MADE ON ABOVE 3 LINES, ATTACH A COPY OF POLICY EXCLUSIONS TO CERTIFICATE)

Dated at Madison, WI on 7/1/21 by:

| Insuring Company (ies) | *Signature of Authorized Agent(s) | Printed Name of Agent(s) |
|------------------------|---|--------------------------|
| <u>Sentry</u> |  | <u>Alex Bauer</u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Telephone No. Of Agency: 608-257-3795
 Area Code: _____

Name and Address of Agency:
Hausmann - Johnson Insurance, Inc.
740 Regent St #200
Madison, WI 53715

THIS SUPPLEMENT MUST BE SIGNED BY THE AGENT OR AGENTS - FACSIMILE NOT ACCEPTABLE

Item No. B.-13.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: August 3, 2021

City Garage
Department

Chad Carlson
Prepared By

Larry Seals *Larry Seals*
Department Head

RJ Rtl

City Administrator Approval

AGENDA TITLE: Resolution #159-2021. Approve the purchase of a 2022 F-350 Regular cab with dump body and inverter option in the amount of \$58,533.00 from Stivers Ford of Waukee, Iowa and rescinding Resolution 151-2021.

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 #159-2021.

DISCUSSION: At the July 20th, 2021 City Council meeting, the purchase of a 2022 F-350 regular cab with dump box was approved for \$56,149.00. As part of the original bid packet, an optional bid item for the installation of an inverter was included. The cost for this option was omitted from the previous council approval. Adding this inverter option increases the total bid price by \$2,384.00, making the total bid \$58,533.00.

Inverters are included with most City work trucks. They allow the use of power tools without the need for a generator and can be used to power traffic signals in times of need when power is down.

This truck purchase is to replace an existing 2010 F-350. The Fleet Committee agreed with the recommendation at its meeting held on November 18, 2020. Specs and costs were later approved at the Fleet Committee Meeting held on May 21, 2021. Through Fund 840, there has been over \$66,000 escrowed for this vehicle replacement.

Source of Funds: 817

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #159-2021

A RESOLUTION APPROVING THE PURCHASE OF A 2022 F-350 REGULAR CAB WITH DUMP BODY AND INVERTER OPTION IN THE AMOUNT OF \$58,533.00 FROM STIVERS FORD OF WAUKEE, IOWA AND RESCINDING RESOLUTION 151-2021.

WHEREAS, At the July 20, 2021 City Council Meeting, the purchase of a 2022 F-350 Regular cab with Dump Box was approved for \$56,149.00; and

WHEREAS, An optional bid item for the installation of an inverter for this truck was omitted from the previous Resolution. Adding this inverter increased the bid by \$2,384.00, making the total purchase price \$58,533.00; and

WHEREAS, The Fleet Committee recommended its replacement at the November 18, 2020 meeting and approved specifications for the purchase at the Fleet Committee held on May 21, 2021; and

WHEREAS, Resolution 159-2021 rescinds Resolution 151-2021.


NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The purchase of a 2022 F-350 Regular cab with Dump Bed and inverter option in the amount of \$58,533.00 from Stivers Ford of Waukee, Iowa is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 3rd day of August 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

CITY OF OTTUMWA
SEWER MAINTENANCE DEPARTMENT

SPECIFICATIONS FOR A ONE-TON SUPER DUTY TRUCK WITH DUMP BODY

The dump body and toolbox is to be installed on the truck and the unit is to be fully operational.

Minimum specifications for bid of a One Ton Super Duty Truck with Dump Body and Toolbox. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The City reserves the right to reject any or all bids.

Brand of equipment FORD / Crystal / Knapheide

Model Number F350

Manufacturer Location USA

Dealer Bidding Stivers Fuel

Authorized Dealer for product bid: Yes () No () If no, who are you bidding with

| | CHECK ONE | |
|---|-------------------------------------|--------------------------|
| | YES | NO |
| <u>CAB AND BODY</u> | | |
| 60/40 Split bench seat with vinyl upholstery | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Heater and defroster and air conditioning | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Sun visors, driver and passenger side | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Ignition switch with accessory position | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Paint: White | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Left and right outside camper style mirrors with power Remote | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Dome Light | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

BID PRICE \$56,149-

SPECIFICATIONS FOR A ONE-TON SUPER DUTY TRUCK with DUMP BODY

Page 2 of 6

| | | |
|--|-----|-----|
| Day time running lights | (✓) | () |
| Intermittent wipers with electric washers | (✓) | () |
| Gauges: Oil pressure, engine, temperature, ammeter, and fuel | (✓) | () |
| Electric horn | (✓) | () |
| AM/FM Radio | (✓) | () |
| 30 gallon fuel tank, minimum | (✓) | () |
| 2 piece rubber floor mats | (✓) | () |
| Factory installed running boards | (✓) | () |
| <u>CHASSIS/ENGINE/DRIVE</u> | | |
| GVWR – 13,000 lbs minimum | (✓) | () |
| Gross axle weight minimum rating: Front 4,500 lbs – Rear 8,500 lbs | (✓) | () |
| Wheelbase – 165" | (✓) | () |
| Cab to axle – 84" | (✓) | () |
| Power steering | (✓) | () |
| Power brakes, front disc, self-adjusting rear | (✓) | () |
| Heavy duty front and rear shock absorbers | (✓) | () |
| Standard front bumper | (✓) | () |
| Dual rear wheels | (✓) | () |
| Tires – 10 ply radial, conventional front, Goodyear Wrangler Duratrac or equivalent rear FACTORY ALL TERRAIN | (✓) | () |
| Heavy duty rear springs with overloads | (✓) | () |

SPECIFICATIONS FOR A ONE-TON SUPER DUTY TRUCK with DUMP BODY

Page 3 of 6

| | | |
|--|-----|-----|
| 6.0 liter cu. in. engine, minimum | (✓) | () |
| Magnetic drain plugs | (✓) | () |
| 12 volt alternator, 100 amp. minimum | (✓) | () |
| Battery: 625 CCA minimum, maintenance free, long life | (✓) | () |
| Engine oil filter, spin on throw away type | (✓) | () |
| Radiator, heavy duty with overflow recovery system | (✓) | () |
| Transmission: Automatic – w/automatic trans cooler | (✓) | () |
| Rear end – 4:88 gear ratio, limited slip | (✓) | () |
| Factory rust-proofing | (✓) | () |
| Back-up alarm, 97 DB minimum | (✓) | () |
| Federal Standard 108 clearance and identification lights | (✓) | () |

4:30 LS

LIGHTS

| | | |
|---|-----|-----|
| Shall be provided to meet the D.O.T. Federal Standard | (✓) | () |
| L.E.D. brake and tail lights | (✓) | () |
| 5 Strobe light system – headache rack mounted to be seen 360 degrees, front strobes integrated must be amber in color | (✓) | () |
| Rear strobes to be mounted in rear inside upright box posts and to be LED type | (✓) | () |

DUMP BODY

| | | | |
|----------------------------|---------------|-----|-----|
| Paint: Black (powder coat) | PAINTEO BLACK | () | (✓) |
| Body length – 9' floor | | (✓) | () |

SPECIFICATIONS FOR A ONE-TON SUPER DUTY TRUCK with DUMP BODY

Page 4 of 6

| | | |
|---|-----|-----|
| Outside width not to exceed 96" | (✓) | () |
| Cab to axle – 84" | (✓) | () |
| Side height – 12" minimum; 14" maximum | (✓) | () |
| Tailgate chains must hook to chain hooks, no metal straps Or slots, mounted in city approved location | (✓) | () |
| Tailgate height – 20" minimum | (✓) | () |
| Front and sides to be 10 gauge high strength steel | (✓) | () |
| Floor – 8 gauge high tensile steel | (✓) | () |
| One piece, rigid front bulk head, quarter cab protector | (✓) | () |
| One piece sides with full depth boxed front and rear corner post | (✓) | () |
| Two vertical box braces per side | (✓) | () |
| Tailgate to be heavy duty box braced with 5/8" hinge plate and latch | (✓) | () |
| Slope rub-rails | (✓) | () |
| 5" structural channel cross members (5) cross members <i>cross member less</i> | () | (✓) |
| 6" structural channel long members <i>7"</i> | (✓) | () |
| Full width heavy duty rear apron and pintle hook 10,000 lb. maximum gross trailer weight installed, height 22" from ground minimum | (✓) | () |
| Electric brake controller to be installed and to be wired to rear of truck w/6 pin round connector and 7 pin RV style for trailer service | (✓) | () |
| Sideboard pocket extensions | (✓) | () |

SPECIFICATIONS FOR A ONE-TON SUPER DUTY TRUCK with DUMP BODY

Page 5 of 6

- Body props with capacity to hold dump body up during maintenance (✓) ()
- Front and rear anti-sail mud guards to be installed on rear axle (✓) ()
- One Knapheide Knap Pack Model KP-82E or equivalent
Includes 2 shelves 1-17 1/2" down from top and 1-30" down from top
4 material hooks at curbside top of Knap Pack-2 at front and 2 at rear. Also vented.
Painted to match dump body.
Installed between cab and dump body
Paddle handle rotary latches and spring over center door retainers (✓) ()

HOIST

- Low profile scissor hoist (✓) ()
- Full length high-strength steel sub-frames (✓) ()
- Integral rear hinges (✓) ()
- Double acting – power up and down (✓) ()
- Precision engineered cylinders (✓) ()
- Lubricated bearing points (✓) ()
- Engine mounted, belt drive P.T.O. pump (✓) ()
- On and Off Switch mounted in cab for hydraulic hoist (✓) ()
- 8 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filling & checking with 10 micron filter, 10 gal. per minute flow (✓) ()
- Heavy duty sub-frame-to-truck frame attachment plates (✓) ()
- Minimum 45 degree dumping angle (✓) ()

SPECIFICATIONS FOR A ONE-TON SUPER DUTY TRUCK with DUMP BODY
Page 6 of 6

Hydraulic hoist system to be capable of lifting or dumping 13,000 lbs. ()

The combined weights of truck body, tool box, hoist and load must not exceed the GVW rating of the truck.

Price separately:

OPTION #1: Price separately: 1800 watt continuous Pure Sine Power Inverter with jell cell batteries and proper cables mounted in City approved location. **ADD \$ 2,384 -**

One (1) copy of service, parts, operators, body manuals, books, CD's

WARRANTY: (specify) books, service CD ONLY
INCLUDED

The City will sign for delivery but no acceptance until we have had sufficient time to properly inspect the equipment. Please set up an appointment for delivery.

VARIATIONS: If the equipment offered differs from the provisions contained in this specification, such differences must be explained on a separate sheet attached to the bid and labeled as such. All such bids will receive considerations if such deviations do not depart from the intent of the specifications and are in the best interests to the purchaser.

It is not our intent to disqualify any quality equipment if your equipment does not meet these qualifications.

Ron Reese

Printed name

[Signature]

Authorized Signature

6-21-21

Date

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 3, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson *ZS*
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Bid report and contract award for the demolition, clean - up and disposal of asbestos contaminated materials at 120 S. Van Buren

 ****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: Accept bid and award contract to Dan Laursen for the sum of \$24,000.00

DISCUSSION: Bids were accepted until 2:00 P.M. July 27, 2021 for this project. One bid was received from Dan Laursen for the sum of \$24,000.00. This is the second time bids were requested for this project. No bids were received the first time. Staff recommends awarding Mr. Laursen the contract.



REQUEST FOR BID FOR DEMOLITION AND CLEAN UP AND DISPOSAL OF ASBESTOS CONTAMINATED DEBRIS AT 120 SOUTH VAN BUREN OTTUMWA, IOWA

BID FORM

| TASKS | BID AMOUNT |
|--|------------------------|
| Demolition of remaining structure and clean-up and disposal of building debris at 120 S. Van Buren. Only asbestos contractors may bid this project | \$24,000 ⁰⁰ |
| | \$24,000 ⁰⁰ |

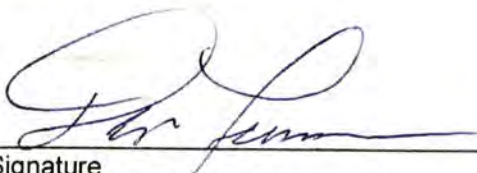
It is understood that the City reserves the right to accept or reject any or all proposals, to disregard any formality in connection therewith, or to accept any proposal, which in its opinion, is in the best interest of the City.

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

The Successful Bidder shall then provide a performance bond with corporate surety to one hundred percent (100%) of the bid price on all projects. A cashier's check, a certified share draft, as described above, or cash may be used. An irrevocable letter of credit stating the amount of the project for an amount equal to 100% of the bid price may be substituted for the performance bond.

The Bid Form and Work Required document automatically become part of the final contract should this proposal be accepted. **All of the debris from this property is declared to be asbestos contaminated and must be removed and disposed of by a licensed asbestos contractor.**

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



Signature

DAN LAURSON
Printed Name

510 Marrell Dr.
Address

641-799-3818
Telephone Number

OTtermus, IA-52501
City, State, Zip

July 27th 2021
Date

DAN LAURSON 44 @ yahoo.com
E-mail Address

THIS DOCUMENT HAS VISIBLE FIBERS, INVISIBLE FLUORESCENT FIBERS, CHEMICAL REACTANT STAINS, AND A WATERMARK ON BACK



MAIN OFFICE:
235 RICHMOND
OTTUMWA, IOWA 52501
866.360.5370



No. 0000643195
72-7572/2739

Community 1st Credit Union

CASHIER'S CHECK

*** TWO THOUSAND FOUR HUNDRED DOLLARS AND 00 CENTS ***

07/27/21

\$2,400.00

PAY

EXACTLY **2,400 Dollars 00 Cents**

TO THE
ORDER
OF

CITY OF OTTUMWA

VOID AFTER 90 DAYS

James M. Hille

DAN LAURSEN

AUTHORIZED SIGNATURE



DAN LAURSEN Executive,
Simmons DR.

Ottumwa, IA
92501

BID For city of Ottumwa -
120 S. VAN BUREN Street

JUN 27 PM 1:00

① Bid 24,000.

PROOF OF PUBLICATION

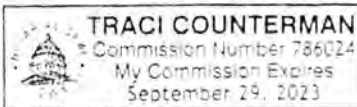
STATE OF IOWA
WAPELLO COUNTY

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 Letting – 120 S. Van Buren

City of Ottumwa

hereto attached was published in said newspaper for 1 consecutive week's to-wit: 07/10/2021 Subscribed and sworn to before me, and in my presence, by the said 10th day of July, 2021



Notary Public

In and for Wapello County

Printer's fee \$ 19.23

COPY OF ADVERTISEMENT

NOTICE OF LETTING

The City of Ottumwa, IA will accept sealed bids until 2:00 P. M. on July 27, 2021 for the demolition, clean up and disposal of asbestos contaminated structure and debris of the following structure located within the City of Ottumwa, IA:
Location Address: 120 S. Van Buren, Ottumwa, Iowa
NOTE: All removal and disposal of asbestos containing materials must comply with all existing Iowa Department of Natural Resources and U. S. Environmental Protection Agency guidelines and regulations. Due to this structure and debris being declared asbestos contaminated only licensed asbestos contractors will be permitted to submit bids. Proposals must be addressed to: City Clerk, 105 East Third Street, Ottumwa, Iowa 52501 and plainly marked: **120 S. Van Buren Project – July 27, 2021.** The request for proposal and contract conditions may be obtained from the Building and Code Enforcement Department, Room 204, City Hall, 105 East Third Street, Ottumwa, IA 52501 or online at www.cityofottumwa.com Bid security deposit required. (See bid form). A 100% performance bond or irrevocable letter of credit stating the total cost of the project bid is required from the successful bidder on all removal projects. For additional information concerning this project, contact Jody Gates, at 641-683-0650 or gatesj@ottumwa.us.



July 28, 2021

City of Ottumwa
Wapello County

Property Address: 120 S. Van Buren, Ottumwa, IA

This letter is to confirm that South Ottumwa Savings Bank will advance funds on an Irrevocable Letter of Credit for \$24,000 in the event that Dan Laursen is unable to meet the requirements set forth on the above mentioned property.

Should you have any questions, please feel free to contact me at the bank.

Sincerely,

A handwritten signature in blue ink that reads "Becky Davis-Dimmitt". The signature is fluid and cursive, written over the printed name.

Becky Davis-Dimmitt
Vice President

SOUTH OTTUMWA SAVINGS BANK
Main Office
320 Church Street
PO Box 516
Ottumwa, IA 52501-0516
Phone 641-682-7541
1-800-653-2080
Fax 641-682-1846

NORTH COURT BANK
2525 North Court
PO Box 516
Ottumwa, IA 52501-0516
Phone 641-682-7541

WEST LIBERTY STATE BANK
Office of
South Ottumwa Saving Bank
101 East 4th Street
P.O. Box 78
West Liberty, IA 52776-1408
Phone 319-627-2191

HEDRICK BANK
Office of
South Ottumwa Saving Bank
101 Main Street
P.O. Box 200
Hedrick, IA 52563-7720
Phone 641-653-4422

DEMOLITION, CLEAN UP, AND DISPOSAL CONTRACT
120 SOUTH VAN BUREN OTTUMWA, IOWA

This contract made and entered into, in duplicate, at Ottumwa, IA this 3rd day of August 2021 by and between the **City of Ottumwa, IA**, hereinafter called the “OWNER” and **DAN LAURSEN**, hereinafter called the “CONTRACTORS”.

WITNESSETH:

The contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of:

Demolition, clean-up and disposal of asbestos contaminated building debris is to be completed within **thirty (30) working days** of the date on the “Notice to Proceed” in accordance with the bid documents at the following locations to wit:

Location Address: 120 S. Van Buren - \$24,000.00

It is understood and agreed:

The Contractor shall commence removal within such time and work continuously as to be completed by the date indicated in this contract. The Contractor shall forfeit **\$250.00 per working day** required to complete the contract after the aforesaid completion date. A working day as used herein, shall be defined as any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, or on which weather or other conditions (not under the control of the Contractor) will permit the removal operations to proceed for not less $\frac{3}{4}$ of a normal work day in the performance of a controlling item of work.

An extension of the contract period may be granted by the Director for additional work requiring additional removal time. An extension may also be granted by the Director for inclement weather or Acts of God that interfere with the Contractor’s ability to work.

The Certificate of Insurance and the Performance Bond, cashier’s check, cash or Irrevocable Letter of Credit MUST be on file with the City Clerk within five (5) working days of the awarding of the contract and BEFORE the “Notice to Proceed” will be issued.

The work under the proposed contract shall be commenced within **fifteen (15) days after the issuance of the “Notice to Proceed”** and shall be completed as stated in the Notice to Proceed and in this contract.

The owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due, or to become due, to said Contractor or to sue for and recover compensation for damages for 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.

A certificate of insurance for liability, bodily injury, and property damage satisfactory to the City, in the amount of \$1,000,000.00 combined single limit, must be furnished to the City. The City of Ottumwa must be included as an additional insured to, and be so stated on, the certificate of insurance. Also, Worker’s Compensation coverage in accordance with the State of Iowa statutes must be provided.

The Contractor hereby agrees to and shall defend, indemnify and save harmless the City of Ottumwa, IA, and any other jurisdiction or agency issuing permits for any work in the improvement, their officers,

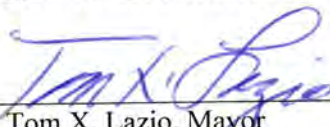
agents and representatives from all suits, actions, loss, damage, expense, costs or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to any person or damage to property are due or claim to be due to any negligence of the City, 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 from or recovered under Worker's Compensation laws or any other law, bylaws, ordinance or order of decree.

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


Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in the bid document, which is a part of this contract. Said payment is to be made after inspection of the work and upon presentation of an invoice for aforesaid demolition/removal.

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

CITY OF OTTUMWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

 DAN LAURSEN
Contractor Signature and Printed Name

510 MORRELL DR. OTTUMWA IA 52501
Address, City, State, Zip

641-799-3818 July 28TH 2021
Phone and Date

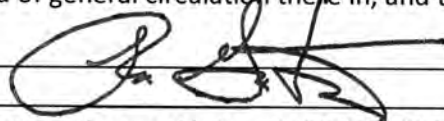
PROOF OF PUBLICATION

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 Letting

City of Ottumwa



hereto attached was published in

said newspaper for 1 consecutive week's to-wit: 06/10 2021 Subscribed and sworn to before me, and in my presence, by the said 10th day of June, 2021



Notary Public

In and for Wapello County

Printer's fee \$ 19.23

COPY OF ADVERTISEMENT

NOTICE OF LETTING
The City of Ottumwa, IA will accept sealed bids until **2:00 P. M. on June 29, 2021** for the demolition, clean up and disposal of asbestos contaminated structure and debris of the following structure located within the City of Ottumwa, IA:
Location Address: 120 S. Van Buren, Ottumwa, Iowa
NOTE: All removal and disposal of asbestos containing materials must comply with all existing Iowa Department of Natural Resources and U. S. Environmental Protection Agency guidelines and regulations. Due to this structure and debris being declared asbestos contaminated only licensed asbestos contractors will be permitted to submit bids. Proposals must be addressed to: City Clerk, 105 East Third Street, Ottumwa, Iowa 52501 and plainly marked: **120 S. Van Buren Project - June 29, 2021**. The request for proposal and contract conditions may be obtained from the Building and Code Enforcement Department, Room 204, City Hall, 105 East Third Street, Ottumwa, IA 52501 or online at www.cityofottumwa.com Bid security deposit required. **(See bid form)**. A 100% performance bond or irrevocable letter of credit stating the total cost of the project bid is required from the successful bidder on all removal projects. For additional information concerning this project, contact Jody Gates, at 641-683-0650 or gatesj@ottumwa.us.

Demo/Abatement
120 S. Van Buren

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 3, 2021

Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of appointment to fill the City Council vacancy resulting from the resignation of Council Member Stevens.

Public hearing required if this box is checked.

RECOMMENDATION: Review the applications received and consider appointment to the City Council.

DISCUSSION: On July 12, Council Member Stevens submitted a letter of resignation to be effective August 1, 2021. Stevens was in the last year of his term, scheduled to end in January 2022 with the election this November. At the July 20 meeting the City Council approved a process to fill the balance of his term by appointment and proceeded to collect applications from interested, qualified electors through July 30. The City Council may appoint an individual to fill the vacancy through the end of the current term. A new four-year term would be on the ballot this November with candidates able to qualify for the ballot beginning Aug. 9 and running through Aug. 26.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

FILE
2021 JUL 30 AM 2:00

Council Meeting of: August 3, 2021

Engineering Department
Department

Larry Seals
Prepared By
Larry Seals
Department Head

Rly Rtt
City Administrator Approval

AGENDA TITLE: Replacing Permeable Paver system with PCC concrete Ottumwa Main Street Project (Downtown Streetscape).

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 proposed material changes on Ottumwa Main Street Project.

DISCUSSION: Since substantial project completion in the fall of 2020 we have been evaluating settlement issues that have occurred with the permeable paver system. Early spring we pulled several areas to allow a sample of the bedding coarse and had a gradation performed. The results indicate that the lime stone has deteriorated allowing settlement and the total functional loss of permeability.

The Design Engineer has reviewed the Geotechnical reports and material certification and determined that the contractor met the contract requirements as specified in the SUDAS (Statewide Urban Design Standards) for aggregate gradation, installation compaction and testing requirements and funds retained should be released. We are recommending that we leave the contract open at this time pending a final design solution.

Currently the Architectural Design firm is working directly with IDAL/IEDA to determine the impact for various possible solutions and a strategy to maintain the specific requirements of the calculated treatment volumes and catchment areas. A future presentation will cover possible features and opinions of probable cost and cover impacts on the grant funding levels and identify funding streams to complete any additional work required.

Staff recommendation is to move forward with the replacement of the permeable pavers with PCC at intersection and midblock cross areas. At designated crosswalks we would use red colored brick stamped PCC. This work would be completed under the current Portzen contract. If approved Portzen intends to mobilize the following Monday.

| <u>Funding:</u> | <u>Grants</u> |
|------------------------------|----------------------------------|
| CDBG | \$ 800,000 50/50 City and Legacy |
| Water Quality | \$ 55,000 |
| Legacy | \$1,946,000 |
| City of Ottumwa | \$2,670,000 |
| OWW | \$ 511,665 |
| Ottumwa Area Arts Council | <u>\$ 12,800</u> |
| Total | \$5,995,465 |

| | |
|-------------------|---|
| Base bid | \$5,096,359.30 |
| CO 1 | \$ 30,194.36 |
| CO 2 | \$ 3,987.50 |
| CO 3 | \$ 8,139.72 |
| CO 4 | \$ 11,885.50 |
| CO 5 | \$ (5,123.05) |
| CO 6 | \$ 62,995.96 |
| CO 7 | \$ 2,490.42 |
| CO 8 | \$ 12,804.48 |
| CO 9 | \$ 17,440.00 |
| CO 10 | <u>\$ 61,613.04</u> |
| New Contract Sum | \$5,302,787.23 Portzen Contract |
| Resident Engineer | \$ 300,000.00 Garden & Associates Contract. |

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 3, 2021

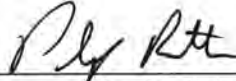
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Consideration of request for public support of an application for funds from the American Rescue Plan Act (ARPA) to establish a Rural Resilience Recovery Office.

Public hearing required if this box is checked.

RECOMMENDATION: Consider the request from South Central Iowa Workforce.

DISCUSSION: The City of Ottumwa was contacted to provide support to an application for funding from the South Central Iowa Local Workforce. The request will be made for consideration of utilizing funds from the American Rescue Plan Act (ARPA) for the establishment of a rural resilience recovery office. Staff was advised that this funding is money coming to the State of Iowa and is separate from the dollars the City will receive as part the ARPA funding.

Source of Funds:

Budgeted Item:

Budget Amendment Needed: Yes

8/4/2021

Governor Kim Reynolds
1007 E. Grand Avenue
Des Moines, Iowa 50319
Re: American Rescue Plan: Rural Resilience Recovery Office

Dear Governor Reynolds,

The City of Ottumwa is pleased to endorse the South Central Iowa Local Workforce Development Board proposal for a Rural Resilience Recovery Office. The office will lead a regional cross-sector consortium to support rural communities, provide technical assistance, and implementation support for the American Rescue Plan Act funds local areas are receiving. In August of 2020 the City of Ottumwa a vision statement indicating our goal to “work to grow [our] population and workforce by improving the community’s quality of life through expanded housing opportunities, improved connection to the Des Moines River, and a strong community character that includes a celebration of the growing diversity of the community.”

The South Central Iowa Local Workforce Development Board is designed to meet the employment and training needs of employers and job seekers, as well as the unemployed and under-employed, in the South Central Iowa Workforce Area. We strive to look ahead to issues of workforce supply and demand, to see a system that takes a leading and influential role within a network of systems. We envision a workforce that is adequate in numbers and equipped with work ethic, employability skills, foundational academic skills, and specific occupational skills that fit the needs of local and regional employers that will prepare our workforce with the portable skills needed to compete in a global economy. We see a diverse workforce with equal access to employment and training resources and a prosperous job market where there is equal opportunity for all.

The South Central Iowa Local Workforce Development Board has taken a leadership role helping accelerate awareness of the funding available to Non-Government Entitled Units (towns with a population of less than 50,000) to ensure all rural Iowa communities are able to rapidly recover from the pandemic. We support this effort because we believe that the Rural Resilience Recovery Office can serve as a scalable model for strengthening, upskilling, and diversifying Iowa’s rural workforce. Successfully aligning funds and ensuring a strong economic recovery requires an employer-driven approach to informing innovation and alignment with workforce, economic development, and educational systems. We believe that South Central Iowa has assembled a strong consortium representing the breadth and depth of experience needed to catalyze necessary strategic partnerships to drive alignment in our region’s recovery efforts focused on the six areas listed below.

| Essential Needs | Education & Early Childhood Education | Economic & Workforce Revitalization | Behavioral Health | Connectivity | Government Operations |
|--|---|---|---|---|---|
| <ul style="list-style-type: none"> > Housing & Utilities > Food & Nutrition > Transportation > Premium Pay & Direct Assistance | <ul style="list-style-type: none"> > Accessibility & Affordability > Supportive Family Services > Early Childhood Health > Early Childhood Education & School Readiness > Work Based Learning/Apprenticeships > Microcredentials > K-12 Student 10-Year Career Plan > Seamless College Transfer | <ul style="list-style-type: none"> > Workforce (Rehiring, retraining) > Talent Retention & Recruitment > Business Development > Business Innovation > Supporting Infrastructure | <ul style="list-style-type: none"> > Community-based Treatment > Workforce Development > Healthcare Integration and System Navigation | <ul style="list-style-type: none"> > Broadband Infrastructure > Devices & Equipment > Digital Literacy > Supporting Tools | <ul style="list-style-type: none"> > Modernization of Key Facilities > Equipment Upgrades > Investments In Cybersecurity > IT Network Modernization |

If awarded, the City of Ottumwa is committed to working with the South-Central Iowa Local Workforce Development-led consortium by:

- > Assisting with convening industry, education, and workforce stakeholders
- > Disseminating materials via newsletters, social media posts, and webinar links to our network and beyond
- > Providing peer-to-peer training and mentoring to industry, workforce development or education entities as they develop and deploy funding initiatives
- > Participating in reporting and research
- > Sustaining the Rural Resilience Recovery Office impact
- > Supporting the development of pipelines to expand diversity, equity, and inclusion within our region
- > Facilitating integrated service delivery including leveraging appropriate sources of federal, state, and local funds to enhance the region's recovery
- > Participating in efforts led by the Rural Resilience Recovery Office

If you have any questions, please contact me by email at laziot@ottumwa.us.

Sincerely,

Tom X. Lazio
Mayor
City of Ottumwa

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 3, 2021

Planning & Development
Department

Jody Gates
Prepared By
Zach Simonson *ZS*
Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution No. 140 - 2021, a resolution accepting the bid and approving the sale of 215 N. Benton to Kevin Mogle for the sum of \$2,220.00



****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 No. 140 - 2021

DISCUSSION: The City accepted bids on this property until 2:00 PM July 27, 2021. One bid was received from Kevin Mogle in the amount of \$2,220.00. Staff recommends accepting the bid. A copy of the bid is attached.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

RESOLUTION No. 140 - 2021

A RESOLUTION ACCEPTING THE BID AND APPROVING THE SALE OF CITY OWNED PROPERTY LOCATED AT 215 N. BENTON TO KEVIN MOGLE FOR THE SUM OF \$2,220.00

WHEREAS, the City of Ottumwa, is the present title holder to the property legally described as a Part of Lot 17 and the Northeast 4 feet of Lot 16 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa beginning at the South corner of Lot 17, thence Northeast along North Benton Street 28.7 feet; thence Northwest parallel to the Northeast line of said Lot 17, a distance of 140 feet to the alley in the rear; thence Southwest along said alley 32.7 feet to a point 4 feet Southwest from the North corner of said Lot 16; thence Southeast parallel to the Northeast line of said Lot 16; thence Southeast parallel to the Northeast line of said Lot 16; a distance of 140 feet to North Benton Street; thence Northeast 4 feet to the place of beginning and the Northeast Half of Lot 17 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa, being the Northeast 30 feet thereof, except the following part thereof; Beginning at the North Corner of said Lot; thence Southwest along the Northwest line of said lot, 3 feet; thence Southeast parallel with the Northeast line of said lot, 52 ½ feet; thence Northeast 3 feet to the Northeast line of said lot; thence Northwest along the Northeast line of said lot to the place of beginning (215 N. Benton); and

WHEREAS, pursuant to Resolution No. 139 - 2021 approved, passed and adopted July 20, 2021 the City Council authorized and directed the City Clerk to publish notice regarding the sale of said property to the successful bidder; and

WHEREAS, the City accepted sealed bids for the above mentioned property; and

WHEREAS, the City received one bid; and

WHEREAS, Kevin Mogle submitted the best bid in the amount of \$2,220.00; and

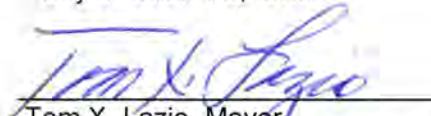
WHEREAS, the property will be transferred by quit claim deed, with no abstract, and the buyer shall pay all costs associated with the conveyance of the property including any property taxes owed; and

WHEREAS, the buyer will repair the property in conformance with applicable City Codes and submit a six-month repair plan to the Building and Code Enforcement Department no later than thirty days after the property is transferred.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA, that the bid received from Kevin Mogle, in the amount of \$2,220.00 be and it is hereby accepted and the sale of said property is approved and the Mayor and City Clerk are hereby authorized to sign the appropriate deed on behalf of the city conveying said property.

PASSED AND ADOPTED this 3rd day of August 2021.

City of Ottumwa, Iowa


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

**PURCHASE AGREEMENT BID FORM
FOR
215 N. BENTON, OTTUMWA, IOWA**

This proposal is for a City owned property located at 215 N. Benton, Ottumwa, Iowa legally known as a Part of Lot 17 and the Northeast 4 feet of Lot 16 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa beginning at the South corner of Lot 17, thence Northeast along North Benton Street 28.7 feet; thence Northwest parallel to the Northeast line of said Lot 17, a distance of 140 feet to the alley in the rear; thence Southwest along said alley 32.7 feet to a point 4 feet Southwest from the North corner of said Lot 16; thence Southeast parallel to the Northeast line of said Lot 16; thence Southeast parallel to the Northeast line of said Lot 16; a distance of 140 feet to North Benton Street; thence Northeast 4 feet to the place of beginning and the Northeast Half of Lot 17 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa, being the Northeast 30 feet thereof, except the following part thereof; Beginning at the North Corner of said Lot; thence Southwest along the Northwest line of said lot, 3 feet; thence Southeast parallel with the Northeast line of said lot, 52 ½ feet; thence Northeast 3 feet to the Northeast line of said lot; thence Northwest along the Northeast line of said lot to the place of beginning (215 N. Benton). The property is located in an R-2 zoning district and must be used in that regard.

The property is offered for sale subject to the following conditions:

A bid security in the form of a certified check or cash in the amount of 10% of the bid price is required to be submitted with the proposal. The property will be transferred by **Quit Claim Deed with no abstract** and the buyer will pay the costs of conveyance as well as any property taxes owed.

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

Bidders also understand that the costs of conveyance (publishing the public hearing notice, recording fees and preparation of the deed) and any property taxes owed are costs that are in addition to the total purchase price offered for the property.

It is understood and agreed that a Purchase Agreement Form, once submitted and opened, cannot be withdrawn without the consent of the City of Ottumwa.

\$ 2220.00

TOTAL PURCHASE PRICE OFFERED FOR THIS PROPERTY

If my proposal is accepted, I the undersigned further agree to keep the property free of any and all nuisances and to keep the grass cut below 10" in height.

Kevin Magle

NAME OF BIDDER (PRINTED)

575-803-2703

641-417-8528

TELEPHONE NUMBER

211 N E ST oshkosh, IA

MAILING ADDRESS

7-22-24

DATE

Kevin Magle

SIGNATURE

EMAIL ADDRESS

215 N. Benton,

1-27-27

① Bid 2,220. ~~CASH~~ \$222

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 Tuesday, August 3, 2021 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described a Part of Lot 17 and the Northeast 4 feet of Lot 16 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa beginning at the South corner of Lot 17, thence Northeast along North Benton Street 28.7 feet; thence Northwest parallel to the Northeast line of said Lot 17, a distance of 140 feet to the alley in the rear; thence Southwest along said alley 32.7 feet to a point 4 feet Southwest from the North corner of said Lot 16; thence Southeast parallel to the Northeast line of said Lot 16; thence Southeast parallel to the Northeast line of said Lot 16; a distance of 140 feet to North Benton Street; thence Northeast 4 feet to the place of beginning and the Northeast Half of Lot 17 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa, being the Northeast 30 feet thereof, except the following part thereof; Beginning at the North Corner of said Lot; thence Southwest along the Northwest line of said lot, 3 feet; thence Southeast parallel with the Northeast line of said lot, 52 ½ feet; thence Northeast 3 feet to the Northeast line of said lot; thence Northwest along the Northeast line of said lot to the place of beginning, also known as 215 N. Benton, to the successful bidder by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property.

FOR THE CITY OF OTTUMWA:
Christina Reinhard, City Clerk

Please publish on July 24, 2021.

PROOF OF PUBLICATION

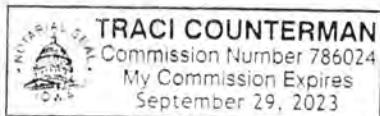
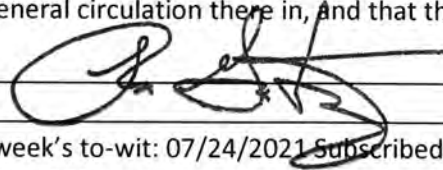
STATE OF IOWA
WAPELLO COUNTY

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 week's to-wit: 07/24/2021 Subscribed and sworn to before me, and in my presence, by the said 24th day of July, 2021



Notary Public

In and for Wapello County

Printer's fee \$ 25.92

COPY OF ADVERTISEMENT

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 Tuesday, August 3, 2021 at 5:30 P.M. in City Hall in the City of Ottumwa, Iowa on its intent to dispose of real property legally described a Part of Lot 17 and the Northeast 4 feet of Lot 16 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa beginning at the South corner of Lot 17, thence Northeast along North Benton Street 28.7 feet; thence Northwest parallel to the Northeast line of said Lot 17, a distance of 140 feet to the alley in the rear; thence Southwest along said alley 32.7 feet to a point 4 feet Southwest from the North corner of said Lot 16; thence Southeast parallel to the Northeast line of said Lot 16; thence Southeast parallel to the Northeast line of said Lot 16; a distance of 140 feet to North Benton Street; thence Northeast 4 feet to the place of beginning and the Northeast Half of Lot 17 in Summer's Addition to the City of Ottumwa, Wapello County, Iowa, being the Northeast 30 feet thereof, except the following part thereof; Beginning at the North Corner of said Lot; thence Southwest along the Northwest line of said lot, 3 feet; thence Southeast parallel with the Northeast line of said lot, 52 1/2 feet; thence Northeast 3 feet to the Northeast line of said lot; thence Northwest along the Northeast line of said lot to the place of beginning, also known as 215 N. Benton, to the suc-

cessful bidder by quit claim deed, with no abstract and the buyer paying all costs of conveyance. All persons interested in the intent to dispose of said property are invited to be present at the above time and place on the date mentioned to present their objections to, or arguments for the intent to dispose of said property. FOR THE CITY OF OTTUMWA: Christina Reinhard, City Clerk

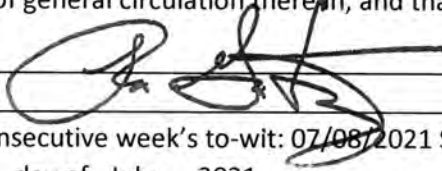
PH-Disposal
215 N. Benton

PROOF OF PUBLICATION

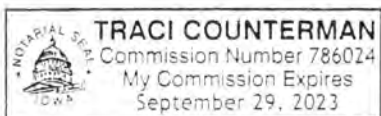
STATE OF IOWA
WAPELLO COUNTY

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 therein, and that the advertisement

Invitation to Bidders



City of Ottumwa _____ hereto attached was published in said newspaper for 1 consecutive week's to-wit: 07/08/2021 Subscribed and sworn to before me, and in my presence, by the said 8th day of July, 2021



Notary Public

In and for Wapello County

Printer's fee \$ 28.42

COPY OF ADVERTISEMENT

INVITATION TO BIDDERS

The City of Ottumwa will accept sealed bids until **2:00 P.M. on the 27th day of July 2021** in the office of the City Clerk located on the first floor of City Hall, 105 East Third Street, Ottumwa, IA 52501 for the real property known as 215 N. Benton, Ottumwa, Iowa. This property consists of two lots with a placarded house, located on Ottumwa's north side in an R-2 Two-family residential district. The City is selling this property to be repaired to at least the minimum standards of the City's Housing, Building, Electrical, HVAC and Plumbing codes, as applicable or the house may be demolished. The placarded house cannot be occupied until repaired and released. A complete copy of the deficiency list is available from the City's Building and Code Enforcement Department or in the bid packet. The property is offered for sale subject to the following conditions: **A bid security in the form of a certified check or cash in the amount of 10% of the bid price is required to be submitted with the bid.** The successful bidder is required to submit a repair plan to the Building and Code Enforcement Department with a six month time line to repair the house or submit a statement that the house will be demolished within 90 days. The property will be transferred by Quit Claim deed, and the buyer will pay the costs of conveyance. **All bid securities will be held until the property has been paid for in full by the winning bidder.** Bids shall be mailed or delivered to the City Clerk's office located on the first

floor of City Hall, 105 East Third Street, Ottumwa, IA 52501 in a sealed envelope and plainly marked **Bid for 215 N. Benton before to 2:00 P.M. on July 27, 2021.** Bids will be opened at that time. A bid report, with a recommendation, will be presented to the City Council at the regular meeting on **August 3, 2021.** The house will be open for inspection from **3:00 pm-4:00 pm on July 15, 2021.** Bid packets can be obtained by going online to <http://www.city-ofottumwa.org/property>.

Invite to Bidders
215 N. Benton

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

File
2011 JUN 30 10:28 AM

Council Meeting of: August 3, 2021

Public Works - WPCF
Department

Ron Jacobsen
Prepared By

Larry Seals *Larry Seals*
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #160-2021. Award the Biosolids Hauling Contract, and Authorize Mayor to Sign.

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 #160-2021.

Award the biosolids hauling contract to Midwest Injection from Cascade, Iowa.

DISCUSSION:

The original 5 year term of the WPCFs current biosolids hauling contract is over and our current service provider did not wish to extend the contract at the current hauling rates of \$0.0255 / liquid gallon and \$27.00 / pressed ton. The City of Ottumwa advertised for proposals to haul for a three year contract and received four proposals back. Two of the proposals did not include a price for hauling liquid sludge and were not accepted. The responsive bids are summarized in the table below.

| Bidder | YEAR 1 | | YEAR 2 | | YEAR 3 | |
|------------------------|---------------|------------|---------------|------------|---------------|------------|
| | LIQUID | PRESSED | LIQUID | PRESSED | LIQUID | PRESSED |
| | (\$ / GALLON) | (\$ / TON) | (\$ / GALLON) | (\$ / TON) | (\$ / GALLON) | (\$ / TON) |
| Midwest Injection Inc. | \$ 0.0375 | \$ 28.50 | \$ 0.0380 | \$ 29.00 | \$ 0.0385 | \$ 29.50 |
| Ecosystems Inc. | \$ 0.0380 | \$ 36.00 | \$ 0.03875 | \$ 36.75 | \$ 0.0395 | \$ 37.50 |

WPCF recommends awarding the contract to Midwest Injection.

Source of Funds: Sewer Fund

Budgeted Item: YES

Budget Amendment Needed: Yes

RESOLUTION #160-2021

A RESOLUTION AWARDING THE BIOSOIDS HAULING CONTRACT AND AUTHORIZING THE
MAYOR TO SIGN

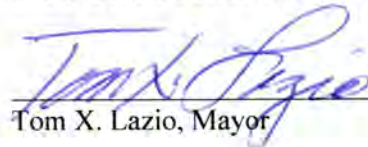
WHEREAS, The City Council of the City of Ottumwa, Iowa did advertise and accept bids for the above referenced contract; and,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of the three year contract is made to the lowest responsible bidder, Midwest Injection, Inc. of Cascade, Iowa.

APPROVED, PASSED, AND ADOPTED, this 3rd day of August, 2021.

CITY OF OTTUMWA, IOWA


Tom X. Lazio, Mayor

ATTEST:


Christina Reinhard, City Clerk

REQUEST FOR PROPOSAL

BIOSOLIDS HAULING FROM THE CITY OF OTTUMWA, IA WPCF

The City of Ottumwa, Iowa is accepting sealed proposals for the hauling of Biosolids from its Water Pollution Control Facility located at 2222 South Emma St, Ottumwa, Iowa. Sealed proposals shall be submitted to the City Clerk 105 E. 3rd Street, Ottumwa, Iowa 52501, by 2:00 p.m. on July 12, 2021 and clearly labeled BIOSOLIDS HAULING FROM CITY OF OTTUMWA WPCF. Proposal opening to be held at 2:00 p.m. on July 12, 2021 with award recommendations at the July 20, 2021 city council meeting.

This project consist of hauling all of the City's Biosolids. If in liquid form approx. 5.7 million gallons with 2 to 4% solids or solid form approx. 5000 wet tons per year at 15 to 20% solids for land application on land approved by Iowa DNR. These volumes are estimates only and not to be used as exact numbers. This contract will be for three (3) years. After three (3) years it may be extended by mutual consent of both parties or cancelled by either party with a thirty (30) day written notice.

The Contractor hereby agrees to furnish all labor, tools, transportation and equipment necessary to fulfill the contract consisting of: transporting and spreading stabilized Biosolids, liquid or solid form, from the Ottumwa Water Pollution Facility, at 2222 South Emma Street, Ottumwa, Iowa, to farm fields as designated by the Farm Owner. Said Biosolids shall be spread by the Contractor in accordance with the Department of Natural Resources, Rule 567-67 (455B) Iowa Administrative Code, 40 CFR 503 Federal Code of Regulations, and at the direction of the WPCF Superintendent in charge of said facilities.

IT IS UNDERSTOOD AND AGREED:

That it is mutually understood and agreed by and between the parties of this proposal that conditions exist which control the activities of said proposal. Weather, field conditions, season of year, and departmental functions are some limiting factors most likely to occur.

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.

The cost per gallon will include all costs associated with the transport and application of the biosolids, including fuel costs and or fuel surcharge costs.

The Contractor is responsible for obtaining all IDNR approved land for Biosolids application sites and permits for all Biosolids disposal sites.

When the City's Biosolids are ready to land apply, the Contractor must be available to begin hauling the Biosolids within two (2) days or when field conditions are acceptable.

The Contractor must furnish the WPCF with legal descriptions, crop information and any other information required to meet the regulations and for IDNR required annual reports. The Contractor must maintain and provide to the City all reports regarding field application rates per disposal sites.

A certificate of insurance for liability, bodily injury, and property damage satisfactory to the City 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 City must be included as an additional insured to the certificate of insurance. Proof of insurance will be submitted to the City of Ottumwa annually. Also, Worker's Compensation coverage in accordance with State of Iowa statutes must be provided.

If you have any question call Ron Jacobsen, Ottumwa's Water Pollution Control Facility Superintendent at 641-683-0641

This contract will require City Council action. Council action is anticipated on July 20, 2021.

Interested parties are ***strongly urged*** to view the details of this project and visit the plant to be aware of the work involved.

PROPOSAL FOR: BIOSOLIDS HAULING FROM THE CITY OF OTTUMWA, IA WPCF

July 12, 2021
Date

Bid items: Hauling and applying

1st year
Price for hauling liquid \$0.0375 /gallon
Price for hauling pressed solids \$28.50 /per wet ton

2nd year
Price for hauling liquid \$.038 /gallon
Price for hauling pressed solids \$29.00 /per wet ton

3rd year
Price for hauling liquid \$.0385 /gallon
Price for hauling pressed solids \$29.50 /per wet ton

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

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

TO WHOM IT MAY CONCERN:


The undersigned has examined the request for proposal bid for hauling services and agrees to furnish said services in accordance RFP.

Midwest Injection Inc.

Name of Company

563-852-7125

Phone Number

By 

Authorized Signature
Jake McAllister, President

July 12, 2021

Date

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 29 day July, **2021** by and between the CITY OF OTTUMWA, IA herein after called the "OWNER" and Midwest Injection Inc. of Cascade, Iowa herein after called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL FOR THE BIOSOLIDS HAULING as stated above and the signed proposal are included as part of this contract.

In the following location to wit: 2222 South Emma, Ottumwa, IA

It is understood and agreed: The Contract will be paid upon satisfactory completion of each hauling event and acceptance as directed by City of Ottumwa WPCF Superintendent.

In the conduct of the services contemplated hereunder, Contractor shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the Owner and other governmental authorities with jurisdiction over the work. Contractor must qualify for and obtain any required licenses or permits prior to commencement of work.

Services provided by Contractor under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Contractor shall indemnify and hold the Owner harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that the Owner may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by Contractor. If a suit, action, arbitration or other proceeding is instituted by the Owner in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the Owner, as the prevailing party, shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the Owner, including those incurred on appeal.

This Agreement shall begin 60 days after council approval and shall continue in effect for three (3) years unless terminated by either party in accordance with this Agreement.

This Agreement may be terminated by either party upon fourteen (14) days written notice, without penalty, should the other party fail to perform or otherwise breach its obligations under the Agreement. This Agreement may be terminated by the Owner, without cause and for its convenience upon thirty (30) days written notice to the Contractor. Additionally, this Agreement may be terminated at any time upon mutual written agreement of the parties. Upon termination, Contractor shall be compensated for all services performed prior to the date of termination.

Contractor may not assign Contractor's rights or delegate Contractor's duties or obligations under this Agreement without the prior written consent of the Owner.

This Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

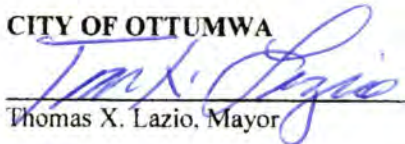
If any provisions of this Agreement are determined to be invalid by a court of competent jurisdiction, then such provisions shall be deemed null and void, but without invalidating the remaining provisions hereof.

Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement, nor shall any charges or payments be made in respect thereof, if prevented from doing so by reason of a contingency beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.


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, Mayor

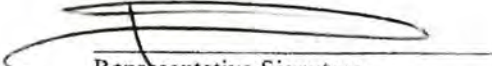
ATTEST:


Chris Reinhard, City Clerk

CONTRACTOR

Midwest Injection Inc.

Company Name


Representative Signature

1621 McCabe Lane

Company Address

Cascade, IA 52033

City, State, Zip

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Aug 3, 2021

Planning & Development
Department

Zach Simonson
Prepared By
Zach Simonson
Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 161-2021: A RESOLUTION RELEASING A REQUEST FOR QUALIFIATIONS FOR ARCHITECTS, LANDSCAPE ARCHITECTS, RECREATION PLANNERS AND ENGINEERS TO DEVELOP A MASTER PLAN FOR GREATER OTTUWMA PARK

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt Resolution No. 161-2021

DISCUSSION: Greater Ottumwa Park is excellent resource for the community. Few communities have access to such a large and centrally-located park. However, the park is also underutilized. As plans for an indoor recreation center come together, we have momentum to pursue improvements to the broader Greater Ottumwa Park. This resolution will release a Request for Qualifications for architects, landscape architects, recreation planners and

Source of Funds:

Budgeted Item: Budget Amendment Needed:

engineers to create a master plan for Greater Ottumwa Park.

This plan will start with the Ottumwa Park Reimagined Map that was created by Confluence and included in the Comprehensive Plan. After a planning process that involves feedback with stakeholders and the public, the selected team would create a shovel-ready plan complete with designs, phasing priorities and estimates that will bring the best version of that concept into a reality. The goal of this plan will be to improve quality of life and park amenities for citizens and to generate an economic benefit from improving our position as a magnet for sports tourism and by improving connection to the Quincy Place and Oxbow Business Districts.

Releasing the RFQ and reviewing the responses does not commit the City to developing a plan. RFQ responses will be evaluated by a committee which will consider cost as a factor. We will look at available funding opportunities before bringing a resolution to the Council that would enter into an agreement.

RESOLUTION NO. 161-2021

A RESOLUTION RELEASING A REQUEST FOR QUALIFICATIONS FOR ARCHITECTS, LANDSCAPE ARCHITECTS, RECREATION PLANNERS AND ENGINEERS TO DEVELOP A MASTER PLAN FOR GREATER OTTUMWA PARK

WHEREAS, Greater Ottumwa Park is the jewel of the Ottumwa parks system but remains underutilized; and

WHEREAS, the *Our Ottumwa 2040 Comprehensive Plan* included a concept map for Ottumwa Park Reimagined as well as goals and action items for improving parks services; and

WHEREAS, a Greater Ottumwa Park Master Plan would be developed by architects, landscape architects, recreation planners and/or engineers to bring the Ottumwa Park Reimagined map from concept to a shovel-ready project; and

WHEREAS, Greater Ottumwa Park improvements would benefit quality of life for residents and produce an economic development benefit by improving Ottumwa's position as a magnet for sports tourism and improving connection to the Oxbow and Quincy Place Business Districts;

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

The Request for Qualifications for Architects, Landscape Architects, Recreation Planners and Engineers to Develop a Master Plan for Greater Ottumwa Park be released for responses.

Approved, passed and adopted this 3rd of August 2021.

CITY OF OTTUMWA, IOWA

BY 
Tom Lazio, Mayor

ATTEST:


Chris Reinhard, City Clerk

City of Ottumwa, Iowa

Request for Qualifications:

**Architects, Landscape Architects, Recreation Planners and Engineers to
Develop a Master Plan for Greater Ottumwa Park**

Date: August 4, 2021

I. Project Introduction

The City of Ottumwa seeks qualified landscape architects, architects and engineers to develop a comprehensive plan for Greater Ottumwa Park and the surrounding recreation and amenities.

II. Project Location and Current Initiatives

Greater Ottumwa Park is the jewel of the Ottumwa parks system. A community park covering over 300 acres in the center of our community, Greater Ottumwa Park boasts excellent connection to our network of trails, location at the crossroads of Highways 34 and 63 and proximity to the Bridge View events center, the Beach Ottumwa, the Quincy Place Mall and shopping district, the Church St. and Richmond Ave. Oxbow Business District and downtown Ottumwa.

However, Greater Ottumwa Park's size leaves large parts of the park underutilized. This presents a significant opportunity to make improvements that can deliver on needs identified in the comprehensive plan. This summer, Ottumwa will once again host the Babe Ruth World Series. We believe that major improvements to Greater Ottumwa Park will help make Ottumwa destination for similar sports tourism events and tournaments. Ongoing community-driven efforts to develop an indoor sports complex and a convention center hotel at Bridge View Center are a catalyst for improvements to the broader park area. The City is also seeking to leverage federal funding to provide even greater trails access to the park and the wider area. These new trails will provide a level of connection that will facilitate increased traffic to new park amenities.

As part of developing the *Our Ottumwa 2040 Comprehensive Plan*, Confluence developed an Ottumwa Park Reimagined map. This map was heavily influenced by the 2015 Riverfront Renaissance concept plan created by the Ottumwa Regional Legacy Foundation. This map was a thought exercise in designing a layout for Greater Ottumwa Park that brought the quality of amenities and level of service that the community hoped to obtain. We see this planning project as the next step, moving from imagination to an action-ready plan we can start implementing.

The complete project scope includes Greater Ottumwa Park itself, Sycamore Park, Troeger Park, Bark Park, a portion of the Ottumwa/Wapello County Trail System and the area south of the Oxbow which provides connection to the Oxbow and Quincy Business Districts. The proposed project area is shown on the following page.



III. Project Description

The selected firm or team will work with City staff to develop an action-ready plan to transform Greater Ottumwa Park. The Ottumwa Park Reimagined Map and Riverfront Renaissance Plan should be the starting point for developing the Master Plan. This planning process should include:

1. Facilitating meetings, surveys and other feedback opportunities with stakeholders including the school district; youth and adult sports leagues; campground customers; employers and business owners; arts, culture and tourism organizations; economic development partners; the Department of Transportation and the general public.
 - a. The selected firm or team should facilitate at least one round-table meeting or open forum with each of the following groups: Youth and adult sports leagues; government units including the school district, City staff and elected officials; Wapello County staff and elected officials; arts, culture and tourism

- organizations; Oxbow and Quincy Business District property/business owners and other economic development partners.
- b. The selected firm or team should facilitate at least one online poll of the general public as well as at least one public forum.
 - c. The selected firm should work with the Parks Department staff to identify the best strategy to collect feedback from campground customers.
 - d. The selected firm should seek direct collaboration with the Department of Transportation to ensure the Master Plan is compatible with planned improvements to Highway 34.
 - e. The selected firm should seek to leverage consulting assistance offered by the United States Tennis Association and similar organizations in order to ensure the Master Plan is compatible with grant funding opportunities.
2. Designing, drawing, engineering and developing cost estimates and recommendations for a construction timeline and construction phasing that includes, but is not necessarily limited to the following:
- a. A major expansion of the baseball fields, soccer fields and new tennis courts that ensure adequate service levels for tournament play.
 - b. Campground improvements.
 - c. Roadway and trail enhancements that improve connections between each quadrant as well as improve access to the Quincy and Oxbow Business Districts.
 - d. Relocation of the Skate Park into the project area.
 - e. Suitable relocation of the Bark Park within the project area.
 - f. Basketball and volleyball courts.
 - g. Playground improvements.
 - h. Restroom, shower, concession, shelter/pavilion and maintenance facilities with considerations to electric, water, sanitary sewer connections.
 - i. Oxbow and Lagoon improvements with considerations for boat access, fishing, and other water amenities.
 - j. A landscape and stormwater management plan that incorporates native trees, plants and grasses which reduces the amount of resources spent on mowing.
3. Coordination with ongoing efforts to develop an indoor sports complex in the northeast quadrant of the park including developing outdoor programming that would be mutually beneficial to and with the sports complex, integrating the complex into the design, mapping and rendering of the project and accounting for the complex in designing parking and other elements.
4. Recommendations for other improvements not described in the plan. The City trusts that the selected firm or team will have expertise in the field of recreation planning. The City seeks to maintain open communication throughout the planning process and to collaborate to include other recommendations in the Master Plan.

IV. Submission Requirements

All respondents wishing to receive consideration must submit, in writing, the following information:

1. A **detailed description of the project team**, which includes descriptions and resume/background information for all principals and their proposed level of involvement.
2. **Demonstrated experience in delivering park planning, engineering and architectural work product**, especially in the context of community park projects in communities or parks of similar size.
3. An **estimate of project cost** for the scope of work described in Section III.
4. A **project timeline** that provides for the opportunity to open Phase 1 projects for bids in early spring.
5. Firms should **identify any relevant sub-consultants** they propose to engage for this project and describe the experience of those consultants.
6. A statement or section that **articulates the respondent's understanding of the nature of the project**.
7. Description of **any special conditions** the respondent proposes to include in the professional services agreement.

V. Selection Process

An evaluation committee comprised of City staff and stakeholders from community organizations involved in recreation planning and economic development will review all applications. The committee will factor both cost and quality of demonstrated experience and qualification. The committee will select one RFQ response and bring that proposal to the City Council for consideration.

VI. Timetable

- **August 4, 2021:** RFQ Released.
- **August 16, 2021 4:30PM CDT:** Email Questions Due to Zach Simonson.
- **August 18, 2021 5:30PM CDT:** City Hall Meeting for Prospective Respondents. All questions emailed in advance will be answered at this meeting. Virtual participation will be available for this meeting using Microsoft Teams. All prospective respondents will be able to ask questions at this meeting.
- **August 20, 2021 4:30PM CDT:** Complete list of questions and answers from the meeting and received by email will be sent to prospective respondents and attached to the RFQ posting on the City website.
- **September 10, 2021 4:30PM CDT:** RFQ responses due.
- **September 10-17, 2021:** RFQ responses evaluated. Evaluation committee may schedule interviews with some or all respondents.
- **September 17, 2021:** Evaluation committee will announce selection.
- **September 21, 2021:** City Council will consider agreement with selected firm or team.

VII. Contact Information and Questions

Please contact Zach Simonson with any questions prior to August 16, 2021. Any substantive questions and answers will be distributed to all RFQ respondents along with questions from the August 18, 2021 meeting on August 20, 2021.

Zach Simonson, Community Development Director
Phone: (641) 683-0694
Email: simonsonz@ottumwa.us

VIII. Attachments

- Ottumwa Park Reimagined Map
- 2015 Riverfront Renaissance Plan



- Existing Elements**
- 1 Dog Park
 - 2 Existing Campground
 - 3 Veteran Memorial
 - 4 Playground
 - 5 Ball Parks
 - 6 Bridge View Center
 - 7 Hydro-Electric Dam
 - 8 Oxbow Trails
- Proposed Elements**
- 9 Amphitheater
 - 10 Pedestrian Bridge
 - 11 Medium Density Residential
 - 12 Basketball Courts
 - 13 Soccer Fields
 - 14 Tennis Courts
 - 15 Campground
 - 16 Skate Park
 - 17 Playground
 - 18 Boat Launch
 - 19 One (1) Story Retail
 - 20 Row Houses
 - 21 Convenience Store
 - 22 Indoor Recreation Expansion (~71,000 SF)
 - 23 Dog Park
 - 24 Concession Stands
 - 25 Sand Volleyball Courts
 - 26 New Hotel
- ▶ New Parking

FILE
2021 JUL 20 11 18:00

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Aug 3, 2021

Administration
Department

Barbara Codjoe
Prepared By
Barbara Codjoe
Department Head



City Administrator Approval

AGENDA TITLE: Ordinance No. 3186-2021 - Adopt and update current City Code Sec. 2-270.

Public hearing required if this box is checked.

RECOMMENDATION: Pass the third consideration and Adopt Ordinance 3186-2021.

DISCUSSION: Update current City Code Sec. 2-270 #7

Current code shows as "Perform such other duties as required by law, the city council and the mayor".

Under advisement from our lawyer, we will change this to "Perform such other duties as required by law, his/her/their supervisor, in addition to the city council and the mayor".

This aligns with the updated job description for the City Clerk.

Source of Funds: N/A

Budgeted Item: Budget Amendment Needed:

ORDINANCE 3186-2021

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF OTTUMWA,
IOWA BY REPEALING SECTION 2-270 AND ENACTING A SUBSTITUTE IN LIEU
THEREOF

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA:

The Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) is hereby amended by repealing Section 2-270 and enacting the following in lieu thereof:

Sec. 2-270. - Duties and responsibilities of city clerk.

The city clerk shall:

- (1) Be the recording and recordkeeping officer of the city and in such capacity shall take and preserve the minutes of all official meetings of the city council and such other sub-bodies of the city as required by the mayor or the city council;
- (2) Preserve all city records and documents entrusted to his care including any accurate reproduction, which documents and records shall be kept for a period of at least five years, except that ordinances, resolutions, council proceedings and records and documents relating to real property transactions or bond issues shall be maintained permanently;
- (3) Cause the minutes of any regular or special meeting of the city council including the total expenditures from each city fund to be published in the Ottumwa Courier and also cause the posting and/or publishing of all other notices as required by law or the city;
- (4) Receive applications for and issue such permits and licenses as required or authorized by law and/or the city council and collect such fees as enacted for the same, and to institute and initial such action or assert in the same, to enforce such permits and licenses;
- (5) Receive such petitions of the citizens as filed with the city;
- (6) Preserve and affix the city seal as required by law and attest to all documents and contracts executed upon the behalf of the city where required by law or by provisions of the documents or contracts or the parties executing the same;
- (7) Perform such other duties as required by law, his or her immediate supervisor, in addition to the city council and the mayor;
- (8) Supervise the office of the city clerk.

Passed on its first consideration on the 6 day of July, 2021.

Passed on its second consideration on the 20 day of July, 2021.

Final passage and adoption the 3rd day of August, 2021.

CITY OF OTTUMWA

Tom X. Lazio
Tom X. Lazio, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2021.

By: _____
Tom X. Lazio, Mayor

_____ Repassed and adopted over the veto the ___ day of _____, 2021.

_____ Veto affirmed this ___ day of _____, 2021.

_____ Veto affirmed, no timely vote taken to repass over veto.

ATTEST:

By: Christina Reinhard
Christina Reinhard, City Clerk