

TENTATIVE AGENDA
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 10
Council Chambers, City Hall

March 17, 2020
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 9 on March 3, 2020 as presented.
2. Acknowledgement of February financial report and payment of bills as submitted by the Finance Department.
3. Re-appointment of Ann Youngman to the Civil Service Commission, term to expire 4/5/24 and Donald Krieger to the Planning and Zoning Commission, term to expire 4/1/25.
4. Proclamation of Kiwanis Day to be observed on March 25, 2020.
5. Proclamation of Arbor Day on April 24, 2020.
6. Civil Service Commission Eligibility Lists of March 4, 2020: Fire Captain Promotional and Master Fire Fighter Promotional and March 11, 2020: Equipment Operator Entrance.
7. Consideration of Acknowledgement/Settlement Agreement between the City of Ottumwa and Elliott Oil Company d/b/a BP Station (1147 N. Jefferson St.).
8. Approve Salvage Dealer's License renewals for the following: Courtney's Car Crushing & Scrap, 825 Hayne St.; Alter Metal Recycling, 404 N. Forest Ave.; Hill's Garage, 1002 Harvey; KARZ Salvage LLC, 430 N. Forest Ave.; and Rosenman's Inc., 902 E. Main St; all applications pending final inspections.
9. Setting April 21, 2020 as the date of a public hearing on Ottumwa Transit's Consolidated Funding Application.
10. Authorize and approve writing a 2019 Assistance to Firefighters Grant (AFG) for a new fire apparatus.
11. Authorize the City Clerk to submit Scope of Work to OPG-3 as ongoing capture and filing process for documents managed by the City Clerk totaling \$1,480, upon completion.
12. Authorize the replacement of an over-head garage door on the east side of the Public Works Garage to Klodt Door Service for the best bid of \$7,158.
13. Resolution No. 46-2020, authorizing payment for renewal of the City liability and property insurance for March 17, 2020 until March 15, 2021 in the amount of \$449,710.36.
14. Resolution No. 50-2020, approve the purchase of a new 2019 John Deere Compact Tractor from Sinclair Tractor in Ottumwa, Iowa, for the Government State bid price of \$43,595 for the Ottumwa Airport.
15. Resolution No. 51-2020, approving the contract, bond and certificate of insurance for the 2020 Ottumwa Street Reconstruction Project.
16. Beer and/or liquor applications for: Brenda's Bar & Grill, 618 Church St., 6 month seasonal license; Main Street Ottumwa, temporary license 4/18/2020 at the Ottumwa Theatre, 229 E. Main St.; all applications pending final inspections.

C. APPROVAL OF AGENDA

D. ADMINISTRATORS REPORT TO COUNCIL AND CITIZENS:

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

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

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

F. DEPARTMENTAL RECOMMENDATIONS/REPORTS:

1. Authorize the City Admin. to draft a letter of support for Iowa Mission Of Mercy (IMOM) through the Iowa Dental Center to include with the RFP to bring their services to Ottumwa.

RECOMMENDATION: Authorize the City Admin. to draft a letter of support.

G. PUBLIC HEARING:

1. This is the time, place, and date set for a public hearing on the proposed adoption of the 2021 City Budget.

- A. Open the public hearing.
- B. Close the public hearing.
- C. Resolution No. 45-2020, adopting the annual budget for the fiscal year ending June 30, 2021.

RECOMMENDATION: Pass and adopt Resolution No. 45-2020.

H. RESOLUTIONS:

1. Resolution No. 43-2020, removing a special assessment applied to a vacant lot located at 1744 Mable Street, Parcel No. 007411000061000 on Resolution No. 286-2016.

RECOMMENDATION: Pass and adopt Resolution No. 43-2020.

2. Resolution No. 44-2020, fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, Iowa, totaling \$18,621.56.

RECOMMENDATION: Pass and adopt Resolution No. 44-2020.

3. Resolution No. 47-2020, award reroofing building No. 34 at the Ottumwa Airport to T&K Roofing & Sheet Metal, Inc., of Ely, Iowa, in the amount of \$30,575.52.

RECOMMENDATION: Pass and adopt Resolution No. 47-2020.

4. Resolution No. 49-2020, award CSO, Phase 8, Blake's Branch, Division I Project to Langman Construction, Inc. of Rock Island, IL in the amount of \$11,742,070.

RECOMMENDATION: Pass and adopt Resolution No. 49-2020.

5. Resolution No. 55-2020, award Milner Street Reconstruction Project to Iowa Civil Contracting, Inc., of Victor, Iowa, in the amount of \$2,492,052.72.

RECOMMENDATION: Pass and adopt Resolution No. 55-2020.

I. ORDINANCES:

1. Ordinance No. 3172-2020, Amending Chapter 2, by deleting Section 2-79, entitled Conditions of employment for City Administrator and Inserting New Section 2-79 of the Municipal Code of the

City of Ottumwa, Iowa.

RECOMMENDATION: A) Pass the first consideration of Ordinance No. 3172-2020.
 B) Waive the second and third considerations and pass and adopt
 Ordinance No. 3172-2020.

2. Ordinance No. 3173-2020, Repealing and Replacing the Sidewalk Café Ordinance No. 3143-2018 of the City of Ottumwa, Iowa and as set forth in Chapter 32 of the Municipal Code – City of Ottumwa, Iowa by Repealing and Replacing Sections 32-275.

RECOMMENDATION: A) Pass the first consideration of Ordinance No. 3173-2020.
 B) Waive the second and third considerations and pass and adopt
 Ordinance No. 3173-2020.

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. *****



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FAX COVER SHEET

City of Ottumwa

DATE: 3/13/2020 TIME: 11:15 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: Corrected Agenda for the Regular City Council Meeting #10 to be held on 3/17/2020
Items were numbered incorrectly under Section H – no additions or alterations to original
submission.

*** FAX MULTI TX REPORT ***

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Ottumwa Courier
KTVO
Tom FM



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MEMO: Corrected Agenda for the Regular City Council Meeting #10 to be held on 3/17/2020
Items were numbered incorrectly under Section H – no additions or alterations to original
submission.

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

REGULAR MEETING NO. 9
Council Chambers, City Hall

March 3, 2020
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

Roe moved, seconded by Dalbey to approve the following consent agenda: Mins. from Regular Mtg. No. 8 on Feb. 18, 2020 as presented; Approve the purchase of a new Gorman Rupp pump for the grit system at the WPCF from D.J. Gongol & Assoc. for the price of \$5,927.60; Res. No. 38-2020, setting March 17, 2020 as the date of a public hearing on the Proposed Adoption of the FY 20/21 City Budget; Res. No. 39-2020, accepting the work as final and complete and approving the final pay request for the Waste Gas Burner Replacement and Relocation Project; Beer and/or liquor applications for: Hy-Vee Drugstore, 1140 N. Jefferson St.; Noe's Bar & Grill, 101 S. Madison; MAD Ave. Quick Shop, 405 S. Madison; Pizza Hut 1, 1247 Theater Dr.; all applications pending final inspections. All ayes.

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

City Admin. Rath introduced Scott Hallgren, Exec. Dir. VenuWorks/Bridge View Center presented the 2019 BVC Annual Rpt. Dennis Hunger, Vice Chair for BVC, Inc. along with Mr. Hallgren presented a check to the City for \$150,000, used to help offset operation costs at BVC.

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 Roe to award the contract to Ottumwa Wash Express, 2512 N. Court, for 70% off face value of any car wash purchased for a period of twenty-four (24) months for the Ottumwa Police Dept. Chief McAndrew reported two bids were received. All ayes.

Informational Update on Woodland Ave. Reconstruction Project presented by PW Dir. Seals. He reported the scope of the project has changed due to a water main break that was discovered; this will come back to Council for approval with new scope and est. cost when it is determined.

Informational Update on IDOT owned Ottumwa St. Pedestrian Bridge. PW Dir. Seals reported on the status of removal of the IDOT owned Ottumwa St. Pedestrian Bridge. This pedestrian bridge was damaged when it was struck by an over height load on Jan. 25, 2020. IDOT has inspected and determined that extensive damage has occurred. During damage review, it was determined the bridge needs addtl. approach repairs to meet ADA reqs. When reviewing the pedestrian traffic, it was determined that the main pedestrian generator (school) was closed and the foot traffic does not support the reconstruction. PW does not object to the removal. Bridge removal will be performed through an extra work order with a nearby bridge replacement project.

Roe moved, seconded by Berg to authorize the Mayor to sign the Certified Local Government Annual Rpt. for 2019 and submit to the State Historic Preservation Office for the Ottumwa Historic Preservation Commission. Dennis Willhoit, Chair of Ottumwa Historic Preservation Commission, reported hosting mtgs. in each of the 4 residential historic districts to help residents understand the opportunities of residing within a historic district. This can be a catalyst for developing greater neighborhoods and keeping them all connected. These districts are also great for our tourism. Proud to support our first south side nomination of the old Agassiz school bldg. Working on a new strategic plan for the Commission and are eager to be a part of the City's large comp plan and the role that the Historic Preservation Commission

plays within that plan. It is suggested by the state historical society to include a line item (with a min contribution of \$750) on the city budget to help with our efforts. All of our money is raised through trolley tours and any projects that we take on. All ayes.

This was the time, place and date set for a public hearing approving the plans, specifications, form of contract and est. cost for the Ward St. Bridge Replacement Project. PW Dir. Seals reported the City was awarded an 80/20 HBP Grant not to exceed \$352,160 with CIP as the local match for this project. Est. cost \$408,505.40. Bids will be opened on March 18, 2020. No objections were received. Dalbey moved, seconded by Stevens to close the public hearing. All ayes.

Meyers moved, seconded by Dalbey that Res. No. 42-2020, approving the plans, specifications, form of contract and est. cost for the Ward St. Bridge Replacement Project, be passed and adopted. All ayes.

Dalbey moved, seconded by Roe that Res. No. 36-2020, approve a 2 yr. agt. with Heartland Humane Society to provide animal care services for the stray dogs and cats the City's Police Dept. picks up and authorize the Mayor to sign the agt. on behalf of the City, be passed and adopted. City Attorney Keith reported the City and Heartland have been cooperating together for the past two and a half years to work through any potential problems as the City's Shelter. The City will continue to work with Pipestone Veterinary Services for the care of those animals which are injured, deemed aggressive or designated as dangerous under the City Code. Daily care fees will increase \$1, the assessment, a Parvo Vaccination and flea treatment will increase by \$5 and the Rabies Vaccination will increase by \$5. The owner claiming the animal would pay those fees directly to Heartland. If no owner claims the animal during the impoundment period, the animal would then be released to Heartland with no fees paid by the City for animal care services. All ayes.

Meyers moved, seconded by Roe that Res. No. 37-2020, authorize the City of Ottumwa to apply for a USDA Rural Business Development Grant through Area 15 RPC for the development of ROW at 2858 N. Court St., in Ottumwa, IA, be passed and adopted. City Attorney Keith reported council approved the donation of approx.034 acres of real estate at the last mtg. and submission of this application will work on improving the maneuverability at this intersection into the industrial park. When this item was presented at the last mtg., we didn't have much notice; the deadline to submit the application was March 2. Sharon Stroh added there was never a local match requirement on this application. This is part of the finishing touches to the Helgerson Flats. Total grant money being sought is \$142,347. Councilman Roe believes in this project; however, has an issue with this being a retroactive approval. Council person Berg abstained from voting on this item as she is employed by Area 15 RPC. Ayes: Meyers, Dalbey, Stevens. Nays: Roe. Abstain: Berg. Motion carried.

Roe moved, seconded by Dalbey that Res. No. 40-2020, award Ottumwa St. Reconstruction Project to DC Concrete & Construction LLC, of Douds, IA, in the amount of \$249,410, be passed and adopted. PW Dir. Seals reported three bids were received. The developer for Washington Apartments (TWG Development) has contributed \$45,000 for reconstruction and OWW will reimburse the City for the costs of water main installation. All ayes.

Roe moved, seconded by Dalbey that Res. No. 41-2020, authorizing the Mayor to execute IA DOT Precon. Agt. No. 2020-6-094, for PCC Pavement, grade and new at the US Hwy 34 and IA 149 intersection in Ottumwa, be passed and adopted. PW Dir. Seals reported this project adds an acceleration lane on Hwy 34 eastbound from 149 intersection. It will also pave the southeast quadrant shoulder area and install edge rut widening along start of taper lane southbound 149 right turn lane. All ayes.

Mayor Lazio inquired if anyone from the audience wished to address an item not on the agenda. Mr. Sid Kooyman, 716 E. Highland Ave. requested to speak.

Mr. Kooyman wished to speak on behalf of the Police and Fire Dept. Based on my age, I get very little back from my taxes; my street's a mess and there's a sink hole in Elm St. Two things that stand out in my mind for Ottumwa are the Police Dept. and the Fire Dept. On two separate occasions they have come to my home during very difficult times in my life and both times, these employees acted extremely professional. Of all the things you have to spend money on, the Police and Fire Dept. are the two most important things in this city.

Mayor Lazio reminded everyone of the Family Fun Fest this Saturday at BVC, starting at 10:00 AM.

Our Airport received an award from the IA Pavement Assoc. for our recently completed runway reconstruction project.

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

Adjournment was at 6:28 P.M.

CITY OF OTTUMWA, IOWA

ATTEST:

Tom X. Lazio, Mayor

Christina Reinhard, City Clerk

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BEG. PERIOD BALANCE	CASH DEBITS	CASH CREDITS	END PERIOD BALANCE	OUTSTANDING CHECKS	TREASURY BALANCE
TOTALS FOR FUND 001	GENERAL OPER	2899542.76	1033772.83	1147921.80	2785393.79	26282.22	2811676.01
TOTALS FOR FUND 002	PARKING RAMP	33728.38		1332.17	32396.21	617.35	33013.56
TOTALS FOR FUND 110	ROAD USE TAX	6314905.20	415893.33	670496.11	6060302.42	4818.69	6065121.11
TOTALS FOR FUND 112	EMPLOYEE BEN	164864.72	45694.03	475743.00	-265184.25		-265184.25
TOTALS FOR FUND 119	EMERGENCY FU		1031.40	1031.40			
TOTALS FOR FUND 121	SALES TAX 1%	2014566.35	230535.57	26723.00	2218378.92		2218378.92
TOTALS FOR FUND 122	SSMID DISTRI						
TOTALS FOR FUND 123	AGASSI TIF D						
TOTALS FOR FUND 124	VOGEL URBAN						
TOTALS FOR FUND 125	WESTGATE TIF	177113.43	2379.92		179493.35		179493.35
TOTALS FOR FUND 126	AIRPORT TIF	46225.18			46225.18		46225.18
TOTALS FOR FUND 127	PENNSYLVANIA						
TOTALS FOR FUND 128	WILDWOOD HWY	58788.31			58788.31		58788.31
TOTALS FOR FUND 129	RISK MANAGEM	1152484.81	25231.96	7154.29	1170562.48		1170562.48
TOTALS FOR FUND 131	AIRPORT FUND	129799.32	170971.77	44931.40	255839.69	849.49	256689.18
TOTALS FOR FUND 133	LIBRARY FUND	273528.88	51885.69	60068.39	265346.18	773.41	266119.59
TOTALS FOR FUND 135	CEMETERY FUN	-49285.84	9443.96	18889.70	-58731.58	92.00	-58639.58
TOTALS FOR FUND 137	HAZ-MAT FUND	137920.05	1973.27	5917.02	133976.30	194.48	134170.78
TOTALS FOR FUND 141	2018 UPPER S	7928.12	150.00		8078.12		8078.12
TOTALS FOR FUND 142	HOAP/HILP ES						
TOTALS FOR FUND 143	EPA BROWNIE						
TOTALS FOR FUND 144	2013 CDBG HO						
TOTALS FOR FUND 145	DOWNTOWN REV						
TOTALS FOR FUND 146	DOWNTOWN STR	1712036.61	30627.17	12038.36	1730625.42		1730625.42
TOTALS FOR FUND 147	CDBG P-2 MAS	17628.32			17628.32		17628.32
TOTALS FOR FUND 148	2016 OWW CDB						
TOTALS FOR FUND 151	OTHER BOND P	742607.24	9370.75	31174.18	720803.81	25071.65	745875.46
TOTALS FOR FUND 167	FIRE BEQUEST	17937.93			17937.93		17937.93
TOTALS FOR FUND 169	START UP FUN						
TOTALS FOR FUND 171	RETIREE HEAL	977188.20	100726.00	121737.05	956177.15	97.92	956275.07
TOTALS FOR FUND 173	LIBRARY BEQU	145335.76	477.00	8141.44	137671.32	1293.80	138965.12
TOTALS FOR FUND 174	COMMUNITY DE	131875.28	980.00	5575.00	127280.28		127280.28
TOTALS FOR FUND 175	POLICE BEQUE	78938.78	1700.00	926.72	79712.06	742.72	80454.78
TOTALS FOR FUND 177	HISTORIC PRE	1674.64			1674.64		1674.64
TOTALS FOR FUND 200	DEBT SERVICE	1829257.36	15184.80		1844442.16		1844442.16
TOTALS FOR FUND 301	STREET PROJE	715897.92		17744.39	698153.53	2605.00	700758.53
TOTALS FOR FUND 303	AIRPORT PROJ	38426.70		63007.49	-24580.79	35482.40	10901.61
TOTALS FOR FUND 307	SIDEWALK & C	55269.23		5292.45	49976.78		49976.78
TOTALS FOR FUND 309	PARK PROJECT	238416.55		4848.42	233568.13		233568.13
TOTALS FOR FUND 311	LEVEE PROJEC	182405.29			182405.29		182405.29
TOTALS FOR FUND 313	EVENT CENTER	49764.16		171.30	49592.86		49592.86
TOTALS FOR FUND 315	SEWER CONSTR	1608929.30		7350.40	1601578.90	2766.00	1604344.90
TOTALS FOR FUND 320	WEST END FLO						
TOTALS FOR FUND 501	CEMETERY MEM						
TOTALS FOR FUND 503	CEMETERY PER		230.00		230.00		230.00
TOTALS FOR FUND 610	SEWER UTILIT	2370756.83	463387.65	509309.99	2324834.49	29984.84	2354819.33
TOTALS FOR FUND 611	SEWER SINKIN	842859.00	106837.00		949696.00		949696.00
TOTALS FOR FUND 612	STORM WATER						
TOTALS FOR FUND 613	SEWER IMPROV	2841669.00	41667.00		2883336.00		2883336.00
TOTALS FOR FUND 670	LANDFILL FUN	2130378.95	139223.84	193979.70	2075623.09	106119.78	2181742.87
TOTALS FOR FUND 671	LANDFILL RES	1114976.00			1114976.00		1114976.00
TOTALS FOR FUND 673	RECYCLING	85453.57	42976.90	37794.74	90635.73	2928.12	93563.85
TOTALS FOR FUND 690	TRANSIT FUND	736058.31	129007.26	85318.73	779746.84	1237.46	780984.30
TOTALS FOR FUND 695	1015 TRANSIT						
TOTALS FOR FUND 720	BRIDGEVIEW E	25334.16			25334.16		25334.16
TOTALS FOR FUND 750	GOLF COURSE	15663.62			15663.62		15663.62
TOTALS FOR FUND 810	POOLED INVES	-35274731.03	233339.89		-35041391.14		-35041391.14
TOTALS FOR FUND 820	PAYROLL CLEA	106466.69	1083766.64	1082281.03	107952.30	128923.80	236876.10
TOTALS FOR FUND 840	EQUIPMENT PU	1520640.78			1520640.78		1520640.78
TOTALS FOR FUND 860	GROUP HEALTH	4036402.57	328067.84	430080.45	3934389.96	4345.57	3938735.53
TOTALS FOR ALL LISTED FUNDS		2457627.39	4716533.47	5076980.12	2097180.74	375226.70	2472407.44

REPORT DATE 02/29/2020
SYSTEM DATE 03/09/2020
FILES ID 0

CITY OF OTTUMWA
STATEMENT OF CHANGES IN CASH BALANCE
AS OF 02/29/2020

PAGE 2
TIME 13:47:28
USER SC

SUMMARY PAGE INFORMATION

ERRORS DETECTED: 0

END OF REPORT

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
00198	ABC PEST CONTROL INC.	205409	02/14/2020	42.95	BLDG MAINT & REPAIR
00460	ACTERRA GROUP, INC.	205563	02/28/2020	759.62	GROUNDS MAINT & REPAIR
00688	AFSCME/IA COUNCIL 61	205491	02/21/2020	208.40	LIBRARY UNION DUES PAYABL
00690	AFLAC	205302	02/07/2020	2,178.92	AFLAC DEDUCTION PAYABLE
00800	AHLERS & COONEY P.C.	205303	02/07/2020	4,749.40	LEGAL FEES
00855	AIRGAS USA LLC	205304	02/07/2020	283.01	OPERATING SUPPLIES
01297	NOAH ALJETS	205305	02/07/2020	168.00	TRAVEL & CONFERENCE
01700	ALLIANT ENERGY/IPL	205306	02/07/2020	87,937.85	ELECTRIC
02025	ALTEC INDUSTRIES INC	205565	02/28/2020	173.31	VHCL MTCE SUPPLIES
02080	ALTORFER INC.	205566	02/28/2020	2,969.28	VHCL MTCE SUPPLIES
03643	AMERICAN TEST CENTER	205412	02/14/2020	1,500.00	OTHER MAINT & REPAIR
05116	ARAMARK	205494	02/21/2020	309.38	JANITORIAL
05117	ARAMARK	205413	02/14/2020	600.39	SUSTENANCE SUPPLIES
05124	ARCHANGEL SERVICES, LLC	205309	02/07/2020	3,100.00	MISC CONTRACT WORK
05450A	ARNOLD MOTOR SUPPLY, LLP	205414	02/14/2020	81.08	VHCL MTCE SUPPLIES
05670	ATHENS TECHNICAL SPECIAL	205496	02/21/2020	10,680.00	OTHER CAPITAL EQUIP
05700	ATOMIC TERMITE & PEST	205415	02/14/2020	185.00	GROUNDS MAINT & REPAIR
05860	AUTOZONE INC	205567	02/28/2020	207.95	VHCL MTCE SUPPLIES
05874	AVENU	205416	02/14/2020	1,400.00	CONTRACTUAL SERVICES
06006	BP	205568	02/28/2020	162.31	VHCL-FUEL
06009A	BNSF RAILWAY COMPANY	205312	02/07/2020	2,766.00	MISCELLANEOUS
06481	BAILEY OFFICE OUTFITTERS	205314	02/07/2020	1,294.45	OFFICE SUPPLIES
07016	BARKER LEMAR ENGINEERING	205497	02/21/2020	18,892.02	ENGINEERING
07879	CORY BENGE	205498	02/21/2020	8.00	TRAVEL & CONFERENCE
08482	CHRISTOPHER BETTIN	205417	02/14/2020	367.79	TRAINING
09360	BLACK'S TIRE COMPANY LLC	205315	02/07/2020	2,332.12	VHCL MTCE SUPPLIES
09522	WELLMARK BC & BS OF IOWA	205500	02/21/2020	22,884.60	MEDICARE PREMIUMS
09528	BLUETARP CREDIT SERVICES	205316	02/07/2020	213.36	VHCL MTCE SUPPLIES
09680	GEORGE BOITNOTT	205501	02/21/2020	1,855.17	OTHER MAINT & REPAIR
11495	BRIDGE CITY TRUCK REPAIR	205571	02/28/2020	147.13	VHCL MTCE SUPPLIES
11496	BRIDGE CITY SANITATION LL	205502	02/21/2020	137,790.35	SANITATION
11506	BRIDGE VIEW CENTER	205503	02/21/2020	1,233.58	TRAVEL & CONFERENCE
12328	BROWN SUPPLY CO	205317	02/07/2020	650.00	VHCL MTCE SUPPLIES
12500	BUB'S TREE CARE	205420	02/14/2020	7,850.00	TREE TRIMMING
12971	PHILLIP BURGMEIER	205505	02/21/2020	20.00	TRAVEL & CONFERENCE
13579	C&C MANUFACTURING LLC	205573	02/28/2020	553.60	VHCL MTCE SUPPLIES
13609	CIT	205506	02/21/2020	281.95	PHOTOCOPIES
13653	CALIBRE PRESS	205574	02/28/2020	199.00	TRAINING
14315	CAPITAL CITY BOILER &	205319	02/07/2020	8,478.00	OPERATING SUPPLIES
16265	CENTER POINT LARGE PRINT	205575	02/28/2020	85.08	LIBRARY MAT.-JAMES ESTATE
16300	CENTRAL IOWA FASTENERS	205422	02/14/2020	281.78	OPERATING SUPPLIES
16312	CENTRAL SALT LLC	205508	02/21/2020	27,298.90	STREET MAINT SUPPLIES
16402	CENTURYLINK	205320	02/07/2020	682.92	TELEPHONE/IT
16403	CENTURYLINK	205512	02/21/2020	204.84	TELEPHONE/IT
17520	CHRISTY CONSTRUCTION CO	205424	02/14/2020	1,343.30	MISCELLANEOUS
17620	CINTAS CORPORATION	205576	02/28/2020	223.65	SUSTENANCE SUPPLIES
17621	CINTAS	205577	02/28/2020	157.10	BLDG MAINT & REPAIR
17690	CITYBLUE TECHNOLOGIES LLC	205321	02/07/2020	87.87	OFFICE SUPPLIES
18379A	CLEMONS INC.	205513	02/21/2020	29,976.81	AUTOMOTIVE EQUIPMENT
18502	CLUB SENTRY SOFTWARE	205323	02/07/2020	32.95	TECHNOLOGY SERVICES
18740	COBAN TECHNOLOGIES, INC	205324	02/07/2020	2,875.00	TECHNOLOGY SERVICES
18825	CHRIS COBLER	205578	02/28/2020	89.87	SUSTENANCE SUPPLIES
18980	COLLECTION SERVICES	205514	02/21/2020	4,085.44	CHILD SUPPORT PAYABLE
20085	COMPUTER INFORMATION	205426	02/14/2020	19,831.00	OFFICE/COMP. EQUIP MAINT.

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
20329A	RICHARD CONLEY	205427	02/14/2020	320.00	JANITORIAL
20332	CONFLUENCE, INC	205579	02/28/2020	10,565.19	CONTRACTUAL SERVICES
21825	CREDIT UNION	205326	02/07/2020	39,121.28	CREDIT UNION PAYABLE
22457	DC CONCRETE & CONST. LLC	205580	02/28/2020	15,406.54	CONTRACTUAL SERVICES
22467A	DLT SOLUTIONS, LLC	205581	02/28/2020	963.34	OFFICE/COMP. EQUIP MAINT.
22479	D P PLUMBING PLUS	205516	02/21/2020	1,100.00	CONTRACTUAL SERVICES
22608	DANI'S AUTO SUPPLY LLC	205330	02/07/2020	6,052.43	VHCL MTCE SUPPLIES
22706	D.A.R.E. IOWA	205331	02/07/2020	200.00	TRAINING
23032	JO ANNE DAVIS	205332	02/07/2020	23.45	OPERATING SUPPLIES
23930	DEARBORN ROOFING INC.	205428	02/14/2020	110.00	BLDG MAINT & REPAIR
23958	DELL MARKETING LP	205582	02/28/2020	8,217.75	OTHER CAPITAL EQUIPMENT
23962A	DELONG CONSTRUCTION, INC.	205583	02/28/2020	77,197.63	CELL DEVELOPMENT
24330	DERANS TOWING SERVICE	205333	02/07/2020	170.00	STATE TOWING/STORAGE FEES
24341	KYLE DERONDE	205334	02/07/2020	168.00	TRAVEL & CONFERENCE
25390	R. D. DRENKOW & CO INC	205518	02/21/2020	4,616.46	R.D. DRENKOW/FLEX PAY
25593	DXP ENTERPRISES, INC.	205429	02/14/2020	4.53	VHCL MTCE SUPPLIES
26640	ECOSYSTEMS INC	205336	02/07/2020	7,191.00	SLUDGE HAULING
27005	ELECTRIC PUMP, INC.	205430	02/14/2020	52,028.71	OTHER MAINT & REPAIR
27010	ELECTRICAL ENGINEERING &	205337	02/07/2020	190.88	TOOLS & SMALL EQUIP
27272	ELLIOTT BULK SERVICES LLC	205431	02/14/2020	12,868.41	VHCL-FUEL
27280	ELLIOTT OIL COMPANY	205338	02/07/2020	12,650.13	VHCL-FUEL
27504	EMBASSY SUITES BY HILTON	205339	02/07/2020	1,064.34	TRAVEL & CONFERENCE
27518	EMERGENCY MEDICAL PRODUCT	205340	02/07/2020	259.98	TOOLS & SMALL EQUIP
27786	ENVIRONMENTAL PRODUCTS &	205433	02/14/2020	972.13	VHCL MTCE SUPPLIES
27789	ENVIRONMENTAL EDGE	205434	02/14/2020	4,700.00	CONTRACTUAL SERVICES
28208A	EUROFINS TESTAMERICA	205584	02/28/2020	2,375.09	ENGINEERING
29200	FANE SEPTIC & EXCAVATION,	205341	02/07/2020	11,890.00	CONTRACTUAL SERVICES
29300	FASTENAL COMPANY	205435	02/14/2020	506.40	OPERATING SUPPLIES
29829	FIDELITY SECURITY LIFE	205586	02/28/2020	1,534.05	AVESIS PAYABLE
30119	FIRESTONE COMPLETE AUTO C	205436	02/14/2020	480.18	VHCL MTCE SUPPLIES
30120	FIRE SERVICE TRAINING	205587	02/28/2020	50.00	TRAINING
30148	FIREMANS ASSC	205520	02/21/2020	1,801.20	FIRE UNION DUES PAYABLE
30560	FISHER SCIENTIFIC	205588	02/28/2020	273.80	LAB SUPPLIES
31449	JOE GAA	205344	02/07/2020	589.55	OTHER PROF SERV
31459	GRP & ASSOCIATES	205437	02/14/2020	52.00	HAZARDOUS WASTE DISPOSAL
31682	GALLS LLC-DBA CARPENTER	205589	02/28/2020	613.74	SUSTENANCE SUPPLIES
32653	THE GETTINGS GROUP	205438	02/14/2020	5,575.00	CAPITAL IMPROVEMENTS
32950	D J GONGOL & ASSOC INC	205346	02/07/2020	1,489.53	OPERATING SUPPLIES
33390	GRAINGER	205521	02/21/2020	77.24	OPERATING SUPPLIES
33635	GREAT WESTERN SUPPLY CO	205347	02/07/2020	497.95	SUSTENANCE SUPPLIES
34662	PAM HALL	205522	02/21/2020	212.75	TRAVEL & CONFERENCE
34900	HAMILTON PRODUCE COMPANY	205439	02/14/2020	2,295.53	PROPANE GAS
34966	HARDY DIAGNOSTICS	205440	02/14/2020	50.78	LAB SUPPLIES
35430	HARRISON MORELAND WEBBER	205348	02/07/2020	87.50	LEGAL FEES
36074	HAWKEYE ENVIRONMENTAL	205349	02/07/2020	725.00	CONTRACTUAL SERVICES
36359	HEARTLAND TACTICAL	205350	02/07/2020	300.00	TRAINING
37476	HILL PRODUCTIONS & MEDIA	205351	02/07/2020	74.00	ADVERT/LEGAL PUBL
39125	MICKEY HUCKS	205524	02/21/2020	78.00	TRAVEL & CONFERENCE
39438	HY-VEE ACCOUNTS RECEIVABL	205525	02/21/2020	579.74	MISCELLANEOUS
40024A	IAWEA & CITY OF AMES	205562	02/24/2020	130.00	TRAVEL & CONFERENCE
41480	ICMA RETIREMENT TRUST 457	205526	02/21/2020	4,067.52	ICMA DEF COMP PAYABLE
41504C	IMPOA	205353	02/07/2020	70.00	DUES & MEMBERSHIPS
41920A	INDUSTRIAL CHEMICAL	205354	02/07/2020	168.00	OPERATING SUPPLIES
41925	INDUSTRIAL MEDICINE	205441	02/14/2020	510.00	EMPLOYEE PHYSICALS/TESTS

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
42090	INFOMAX OFF SYSTEMS INC	205592	02/28/2020	2,110.93	PHOTOCOPIES
42160	INGRAM LIBRARY SERVICES	205357	02/07/2020	5,561.64	LIBRARY MAT.-JAMES ESTATE
43265	INTERSTATE BATTERY	205443	02/14/2020	102.95	VHCL MTCE SUPPLIES
43290	IAMU	205444	02/14/2020	400.00	DUES & MEMBERSHIPS
43460	IOWA COMM ASSURANCE POOL	205358	02/07/2020	2,021.68	INSURANCE CLAIMS
43509	IOWA DEPT NATURAL RESOURC	205445	02/14/2020	20.00	TRAINING
43901	IOWA LEAGUE OF CITIES	205359	02/07/2020	150.00	DUES & MEMBERSHIPS
43999	IOWA ONE CALL	205594	02/28/2020	139.50	TELEPHONE/IT
44055	IOWA RURAL WATER ASSC	205446	02/14/2020	360.00	TRAINING
45221	J & S ELECTRONIC BUSINESS	205360	02/07/2020	260.51	OFFICE SUPPLIES
45613	JEO CONSULTING GROUP INC	205595	02/28/2020	2,605.00	ENGINEERING
45974	JOHN DEERE FINANCIAL	205528	02/21/2020	439.44	VHCL MTCE SUPPLIES
46159	CHASE JOHNSON	205529	02/21/2020	183.96	SUSTENANCE SUPPLIES
48767	LAURA F KEYES	205361	02/07/2020	306.00	PROGRAM SUPPLIES
49039	KIRKHAM MICHAEL	205447	02/14/2020	35,025.09	INFRASTRUCTURE
49206	KLODT DOOR SERVICE LLC	205362	02/07/2020	480.00	BLDG MAINT & REPAIR
49500	KNIGHTS OF COLUMBUS	205530	02/21/2020	100.00	PROGRAM SUPPLIES
52254	LISCO	205449	02/14/2020	270.00	TECHNOLOGY SERVICES
52990	LOKTRONICS SECURITY CORP	205450	02/14/2020	564.42	OPERATING SUPPLIES
53691A	MACQUEEN EQUIPMENT, LLC	205531	02/21/2020	52.60	VHCL MTCE SUPPLIES
54396	MANATTS INC.	205598	02/28/2020	35,482.40	INFRASTRUCTURE
55311	MASSMUTUAL RETIREMENT SER	205532	02/21/2020	500.00	HARTFORD DEF COMP PAYABLE
56642	MCGOWEN, HURST, CLARK &	205365	02/07/2020	3,000.00	OTHER PROF SERV
57195	MCMASTER-CARR	205533	02/21/2020	1,066.91	OPERATING SUPPLIES
57385	MENARDS	205454	02/14/2020	2,671.62	OPERATING SUPPLIES
57386	MENARDS	205367	02/07/2020	75.43	OPERATING SUPPLIES
57388	MENKE PROFESSIONAL AUTO P	205368	02/07/2020	357.36	VHCL MTCE SUPPLIES
57518	SYMETRA LIFE INSURANCE CO	205600	02/28/2020	4,443.49	GROUP LIFE PREMIUMS
57954A	MESSERSCHMITT ICE SER INC	205455	02/14/2020	56.25	OPERATING SUPPLIES
58500	MIDAMERICAN ENERGY CO	205370	02/07/2020	2,930.77	NATURAL GAS
59382	MIDWEST TAPE	205536	02/21/2020	236.14	LIBRARY MAT.-JAMES ESTATE
60780	MOBILE LOCKSMITH & ALARM,	205602	02/28/2020	104.00	OPERATING SUPPLIES
61603	DOYLE MOORE	205371	02/07/2020	180.00	SUSTENANCE SUPPLIES
61682	ANDREW MORRIS	205457	02/14/2020	2,165.00	GROUP HEALTH INSURANCE
61702	MOSE LEVY COMPANY INC	205372	02/07/2020	137.21	VHCL MTCE SUPPLIES
61785	MOTION INDUSTRIES	205603	02/28/2020	101.81	OPERATING SUPPLIES
62368	MOULDER AND ASSOCIATES LL	205604	02/28/2020	6,314.76	OTHER PROF SERV
62560	MUNICIPAL CODE CORP	205538	02/21/2020	18.03	ADVERT/LEGAL PUBL
62575	MUNICIPAL FIRE & POLICE	205605	02/28/2020	125,310.15	FIRE RETIREMENT
62580	MUNICIPAL PIPE TOOL CO LL	205606	02/28/2020	1,426.41	VHCL MTCE SUPPLIES
63032	NCL OF WISCONSIN INC	205373	02/07/2020	191.96	LAB SUPPLIES
64400	NATIONWIDE RETIREMENT SOL	205539	02/21/2020	3,290.00	NRS-NATION RETIRE SOL
64565	NAVIAANT	205375	02/07/2020	800.00	CONTRACTUAL SERVICES
66001	NORRIS ASPHALT PAVING INC	205376	02/07/2020	364,069.45	STREET MAINT
66485	NSI LAB SOLUTIONS	205607	02/28/2020	625.00	LAB SUPPLIES
66561	OFFICIAL PEST CONTROL	205377	02/07/2020	55.00	SUSTENANCE SUPPLIES
67098	O'REILLY AUTOMOTIVE	205378	02/07/2020	93.35	VHCL MTCE SUPPLIES
67101	OTC BRANDS INC	205608	02/28/2020	883.93	PROGRAM SUPPLIES
67752	OTTUMWA CHIROPRACTIC CLIN	205380	02/07/2020	255.00	EMPLOYEE PHYSICALS/TESTS
67760	OTTUMWA COMMUNITY SCHOOL	205459	02/14/2020	31.48	OFFICE SUPPLIES
68000	OTTUMWA COURIER	205460	02/14/2020	2,396.32	MISCELLANEOUS
68001	OTTUMWA COURIER	205381	02/07/2020	195.12	OPERATING SUPPLIES
68556	OTTUMWA NAPA	205383	02/07/2020	1,063.49	VHCL MTCE SUPPLIES
68560	OTTUMWA PRINTING, INC.	205461	02/14/2020	1,328.00	PRINTING

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
68576	OTTUMWA RADIO	205462	02/14/2020	2,511.40	EMPLOYEE RECRUITMENT
68640	OTTUMWA SEAT & TOP	205609	02/28/2020	150.00	VHCL MTCE SUPPLIES
69040	OTTUMWA WATER AND HYDRO	205384	02/07/2020	11,061.20	BILLING FEES-WW
69258	DR NATHAN OVERTURF	205610	02/28/2020	36.00	RENTAL PERMITS-UNITS
69688	DIXIE L PARKER	205611	02/28/2020	2,800.00	JANITORIAL
70610	PAYMENT REMITTANCE CENTER	205548	02/21/2020	12,463.18	TRAINING
71595	PETTY CASH/LANDFILL	205386	02/07/2020	46.37	OFFICE SUPPLIES
71955	DOUG PILCHER	205463	02/14/2020	134.50	TRAVEL & CONFERENCE
71969	MARGA PILCHER	205464	02/14/2020	72.70	SUSTENANCE SUPPLIES
72035	PIPESTONE VET CLINIC OF	205387	02/07/2020	388.36	OTHER PROF SERV
72250	PITNEY BOWES GLOBAL	205549	02/21/2020	181.53	CONTRACTUAL SERVICES
72561	PLUMB SUPPLY COMPANY-OT	205388	02/07/2020	654.23	EQUIP REPAIR
72986	PORTZEN CONSTRUCTION INC	205389	02/07/2020	11,520.86	CONTRACTUAL SERVICES
73289	POWERPHONE, INC.	205390	02/07/2020	687.00	TRAINING
73960	PROFESSIONAL COMPUTER	205465	02/14/2020	99.99	TECHNOLOGY SERVICES
73971	PROFESSIONAL JANITORIAL	205391	02/07/2020	2,000.00	JANITORIAL
74405	PYRAMID GRAPHICS & SPORTS	205612	02/28/2020	1,080.00	SUSTENANCE SUPPLIES
74626	QUALITY SERVICES CORP	205466	02/14/2020	3,487.84	VHCL MTCE SUPPLIES
74952	RADIO ENGINEERING INDUSTR	205467	02/14/2020	157.61	OPERATING SUPPLIES
74955	RACOM CORPORATION	205468	02/14/2020	320.50	TOOLS & SMALL EQUIP
75152	PHILLIP RATH	205393	02/07/2020	274.85	OTHER PROF SERV
75901	RECORDED BOOKS INC	205469	02/14/2020	503.86	LIBRARY MAT.-JAMES ESTATE
75902	RECREONICS CORPORATION	205615	02/28/2020	81.66	EQUIP REPAIR
76291	REHRIG PACIFIC COMPANY	205470	02/14/2020	6,006.00	TRASH TAGS & STICKERS
77975	ROTO-ROOTER	205394	02/07/2020	303.00	BUILDING MAINTENANCE REPA
78718	SANDRY FIRE SUPPLY LLC	205551	02/21/2020	67.95	TOOLS & SMALL EQUIP
79281	MIKE SCHNEIDER	205552	02/21/2020	70.00	PROGRAM SUPPLIES
79358	SCHUMACHER ELEVATOR CO	205471	02/14/2020	484.18	BUILDING MAINTENANCE REPA
79970	LARRY SEALS	205553	02/21/2020	20.00	TRAVEL & CONFERENCE
80816	DEREK SHAW	205554	02/21/2020	86.00	TRAVEL & CONFERENCE
81449A	SHOTTENKIRK	205396	02/07/2020	106.67	VHCL MTCE SUPPLIES
81507	SHRED-IT USA	205617	02/28/2020	87.36	CONTRACTUAL SERVICES
81599	MIKE SIEREN	205555	02/21/2020	78.00	TRAVEL & CONFERENCE
82135	SINCLAIR TRACTOR	205473	02/14/2020	359.33	TOOLS & SMALL EQUIP
82416	SMITH AND SON	205556	02/21/2020	260.00	VHCL MTCE SUPPLIES
83100A	SNAP-ON-TOOLS	205618	02/28/2020	998.71	TOOLS & SMALL EQUIP
83428	SE IA CITY CLERKS ASSOC	205474	02/14/2020	20.00	DUES & MEMBERSHIPS
83880	SOUTHERN IOWA DIESEL, INC	205475	02/14/2020	137.93	VHCL MTCE SUPPLIES
83920	SOUTHERN IOWA ELECTRIC	205476	02/14/2020	82.28	ELECTRIC
85290	STATE UNIVERSITY OF IOWA	205398	02/07/2020	90.00	EMPLOYEE PHYSICALS/TESTS
86704	SUMMIT FIRE PROTECTION CO	205619	02/28/2020	33.00	VHCL MTCE SUPPLIES
86970	SUPREME STAFFING INC	205477	02/14/2020	7,787.10	CONTRACTUAL SERVICES
88000	TEAMSTER LOCAL UNION 238	205557	02/21/2020	2,985.12	PUBLIC WKS UNION DUE PAYA
88697	THUMBS UP GIFTS & AWARDS	205399	02/07/2020	450.00	CAPITAL IMPROVEMENTS
88858	TIFCO INDUSTRIES	205478	02/14/2020	41.81	TOOLS & SMALL EQUIP
89462A	TREASURER STATE OF IOWA	205400	02/07/2020	1,591.00	SALES TAX PAYABLE
89855	TRUITT ABSTRACT COMPANY	205621	02/28/2020	250.00	CONTRACTUAL SERVICES
90846	UPS	205402	02/07/2020	154.59	POSTAGE & SHIPPING
90885	UNITYPOINT CLINIC	205480	02/14/2020	84.00	EMPLOYEE PHYSICALS/TESTS
91835	USA BLUE BOOK	205623	02/28/2020	1,573.35	LAB SUPPLIES
92555	THE VAN METER COMPANY	205482	02/14/2020	1,060.02	SUSTENANCE SUPPLIES
92679	VERIZON WIRELESS	205484	02/14/2020	1,092.60	TELEPHONE/IT
94000	WALMART COMMUNITY/SYNCB	205624	02/28/2020	1,089.51	TOOLS & SMALL EQUIP
94150	WAPELLO CO AUDITOR	205404	02/07/2020	17,509.70	ELECTION COSTS

Vendor #	Vendor Name	Check Number	Check Date	Amount	Reason
94704	WAPELLO COUNTY RECORDER	205485	02/14/2020	383.00	RECORDING & COURT FEES
95000	WAPELLO COUNTY UNITED WAY	205559	02/21/2020	70.00	UNITED WAY DED PAYABLE
95120	WAPELLO RURAL WATER ASSC	205486	02/14/2020	43.93	WATER
95304	WATER ENVIRONMENT FEDERAT	205405	02/07/2020	95.00	BOOKS FILMS RECORDING/ART
95368	WAYNE'S TIRE	205406	02/07/2020	1,000.00	VHCL MTCE SUPPLIES
95611	WELLMARK BC & BS OF IOWA	205488	02/14/2020	501,820.76	GROUP HEALTH CLAIMS
96525A	JAY WHEATON	205627	02/28/2020	175.00	VHCL MTCE SUPPLIES
97305	WINDSTREAM	205628	02/28/2020	491.85	TELEPHONE/IT
97320	WINGER COMPANIES	205489	02/14/2020	3,526.00	CAPITAL IMPROVEMENTS
97332	WINN CORP	205490	02/14/2020	2,988.38	STREET MAINT SUPPLIES
97334	WINN CORP	205560	02/21/2020	16,538.97	STREET MAINT SUPPLIES
97577	WOODRIVER ENERGY LLC	205408	02/07/2020	11,426.28	NATURAL GAS
98319	DEVIN YEAGER	205561	02/21/2020	78.00	TRAVEL & CONFERENCE

TOTAL NUMBER OF CHECKS 478 WRITTEN TO 229 VENDORS FOR 1,953,406.79

US TREASURY	122,626.65	Fed/FICA W/H
US Treasury	43,299.00	PR/TAX
Treasurer StofZA	41,895.00	St/W/H
IPERS	32,069.86	IPERS W/H
IPERS	46,130.43	City Share
	<u>2,241,427.73</u>	



March 17, 2020

TO: Ottumwa City Council Members

FROM: Tom X. Lazio, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend re-appointment to the Civil service Commission, term to expire 04/05/2024.

Ann Youngman
2641 Clearview

Recommend re-appointment to the Planning and Zoning Commission, term to expire 04/01/2025.

Donald Krieger
444 Appanoose

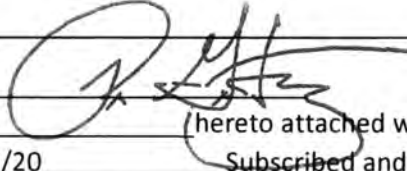
PROOF OF PUBLICATION

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

APP OF CIVIL SERVICE COMMISSION APPOINTMENT

CITY OF OTTUMWA



newspaper for 1 consecutive week's to-wit: 2/7/20 hereto attached was published in said newspaper and in my presence, by the said 7TH day of FEBRUARY, 2020 ~~Subscribed~~ and sworn to before me,



Notary Public

In and for Wapello County

Printer's fee \$9.41

COPY OF ADVERTISEMENT

CITY OF OTTUMWA CIVIL SERVICE COMMISSION APPOINTMENT NOTICE
Posted February 7, 2020 In accordance with Section 400.1, Subsection 1 of the Code of Iowa, this serves as notice of the person's name selected for Mayoral appointment to the City of Ottumwa Civil Service Commission. Per Iowa Code, the Mayor is required to publish the name no less than 30 days prior to a vote by the City Council. The Mayor's recommended appointment of Ann Youngman is scheduled to be voted on by the Ottumwa City Council at the March 17, 2020 City Council meeting.

Civil Service
Appointment
A. Youngman



**PROCLAMATION
Kiwanis Day
March 25, 2020**

WHEREAS: The Kiwanis International Service Organization was established in 1915 in Detroit, Michigan; and

WHEREAS: The Kiwanis Club of Ottumwa was established in 1920 as one of the first clubs in the United States; and

WHEREAS: The local Kiwanis Club is celebrating its 100th year of existence and has been faithful to the motto “serving the children of the world.”

WHEREAS: The local Kiwanis Club’s mission has been to serve the needs of children in Ottumwa and throughout the world; and

WHEREAS: The Kiwanis Club through their sales of funnel cakes has contributed thousands of dollars to local, national and international children’s projects; such as the YMCA Day Care, Komen’s Children Race for the Cure, School back pack project, Elementary Playground Project, The Children’s Library, the Agency Shelter and many other community projects; and

WHEREAS: The club invite women to join their clubs in 1987 and has been a co-ed organization; and

WHEREAS: The local club has been in Ottumwa for 100 years to improve the community

NOW, THEREFORE, I, TOM X. LAZIO, MAYOR do hereby proclaim this date March 25th, 2020 as Kiwanis Day in Ottumwa and recognize all the volunteers who have serve this club and the community by their good works.

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 17, 2020

Park & Recreation
Department

Gene Rathje

Prepared By

Gene Rathje

Department Head



City Administrator Approval

AGENDA TITLE: **Arbor Day Proclamation 2020**

****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 Arbor Day 2020 for April 24 and authorize the Mayor to sign.

DISCUSSION: Arbor Day is set for April 24, 2020. This proclamation was approved by the Ottumwa Parks Advisory Board at their meeting on March 10, 2020. The Arbor Day proclamation is required for the Tree City USA application that is submitted in each year in December.

Source of Funds:

Budgeted Item:



Budget Amendment Needed: No



ARBOR DAY PROCLAMATION

WHEREAS; Trees are a most valuable resource in Ottumwa and the State of Iowa by purifying our air and water, helping to conserve our soil and energy, creating jobs for our people, providing critical wildlife habitat, and yielding bountiful recreation; and

WHEREAS; Disease, insects, and pollutants have damaged and continue to threaten our trees, creating the need for reforestation programs and concerted public action toward ensuring the future of our city's urban forest; and

WHEREAS; This year on April 24, 2020, Arbor Day, the people of Ottumwa pay special attention to the wonderful gift that our trees represent and dedicate themselves to the continued health of our City's urban forest.

NOW, THEREFORE, I, Tom X. Lazio, Mayor, City of Ottumwa, do hereby proclaim April 24, 2020 as Arbor Day in Ottumwa, Iowa.

FURTHER, I urge the citizens of Ottumwa, Iowa, to become aware of the importance of trees to our community's well being and to participate in tree planting programs, which ensure a green environment in the decades to come.

Tom X. Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk

OTTUMWA CIVIL SERVICE COMMISSION

FIRE CAPTAIN – Promotional Eligibility List

1. Josh Chance
2. Ron Klein
3. Gary Doud
4. Derek Fye
5. Rodney Long
6. Nathan West

Certified March 4, 2020

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman
Ed Wilson
Ann Youngman

OTTUMWA CIVIL SERVICE COMMISSION

MASTER FIREFIGHTER – Promotional Eligibility List

1. Nathan Wilson
2. Robert Vaughn
3. Gary Doud
4. Derek Fye
4. Andrew Ewing
6. Will Munley
7. Raymond Covert
7. Cole Owens

Certified March 4, 2020

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman
Ed Wilson
Ann Youngman

OTTUMWA CIVIL SERVICE COMMISSION

Equipment Operator – Entrance Eligibility List

1. Tyler Phillips
2. Blaise Rupe
2. Colton Millard
4. Kevin McDaniel
5. Nathan Williams
6. Casey McCarty

Certified March 11, 2020

OTTUMWA CIVIL SERVICE COMMISSION

Larry Jarvis, Chairman
Ed Wilson
Ann Youngman

CITY OF OTTUMWA
Staff Summary


FILE
2020 MAR 15 PM 1:15
CITY OF OTTUMWA

**** ACTION ITEM ****

Council Meeting of: Mar 17, 2020

Mary Lou Donaldson

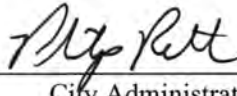
Prepared By



Department Head

Police

Department



City Administrator Approval

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

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

DISCUSSION: On February 5, 2020, an employee at a local tobacco retailer sold a tobacco product to a person under the age of eighteen. The business was:

BP Station
1147 N. Jefferson St.
Ottumwa, Iowa

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

Source of Funds: N/A

Budgeted Item:

Budget Amendment Needed:

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

OTTUMWA CITY COUNCIL

BP Station
1147 N. Jefferson St.
Ottumwa, IA 52501

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

On this 17th day of March 2020, in lieu of a public hearing on the matter, the Ottumwa City Council approves the affirmative defense of the above-captioned permittee's cigarette permit pursuant to Iowa Code section 453A.22 resulting from a violation of Iowa Code section 453A.2(1) dated February 5, 2020.

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

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

MAYOR

ATTEST:


City Clerk Chris Reinhard

OTTUMWA CITY COUNCIL

IN RE:
ELLIOTT OIL COMPANY
1147 NORTH JEFFERSON STREET
OTTUMWA, IA 52501

ACKNOWLEDGMENT / SETTLEMENT AGREEMENT

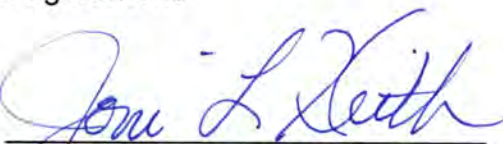
I (we) hereby knowingly and voluntarily acknowledge that I (we) have received the Complaint in the above case. I (we) hereby knowingly and voluntarily acknowledge the facts and allegations contained in the complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. I (we) hereby knowingly and voluntarily admit that Erica R. Mamlock sold tobacco to a minor on February 5, 2020. I (we) have submitted the required documents to show that the employee charged with the violation stated in the complaint completed the tobacco compliance employee training program pursuant to section 453A.5 at the time of the violation. I (we) hereby assert an affirmative defense under Iowa Code sections 453A.22(3). I (we) understand that the affirmative defense asserted for the violation dated February 5, 2020, may only be used once in a four-year period to bar prosecution of the legal owner. I (We) understand that in order to conclude this matter the Ottumwa City Council must approve this settlement agreement.



Signature
President & COO

Title
2/28/2020

Date



Joni L. Keith
City Attorney

Title

FIL

2020 MAR 12 11:10:25

0111

CITY OF OTTUMWA Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 17, 2020

JR
Jake Rusch

Prepared By

Kevin Flanagan *KF*

Department Head

Health & Inspections

Department

[Signature]

City Administrator Approval

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

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

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

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

DISCUSSION:

Ottumwa Municipal Code provides for the annual licensing of Salvage Dealers in the City. Licenses expire on March 31st of each year; therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation. Based upon the last inspection conducted Tuesday, March 3, 2020, staff recommends approving the license. Attached is a copy of the application.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:



[CITY OF]
O T T U M W A

MEMORANDUM

DATE: March 3, 2020
TO: Health & Inspections Dept.
FROM: Sherrie Jones, City Clerk's Office
SUBJECT: Salvage Dealer – Courtney Car Crushing and Scrap

Attached you will find an application for a Salvage Dealer from Courtney Car Crushing and Scrap at 825 Hayne.

As designee, please assign an inspection in iWorQ's, Permit #2016.



[CITY OF]

OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

Name of Salvage Dealer: Courtney Car Crushing and Scrap
 Address of Salvage Dealer: 825 Hayne
 Telephone Number of Salvage Dealer: Jed Hill 641-980-6100 Leonard 641-777-1895
 Business Title: Courtney Car Crushing and Scrap
 Business Address: 825 Hayne St
 Individual Responsible for Operation of said Business if other than Salvage Dealer:
 Name: Jed Hill
 Address: 641-980-6100
 Telephone Number: _____

Type of material bought and sold or processed:
Vehicles and Tin non ferrous

Legal description of area to be licensed:
PTSW Sec 30-72-13 (PTALI) com W Core
Lot 3 Block 1 Blakes Second Addition /N SW 536W
Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year:
5,000 Ton a Year

Give a detailed description of the process and disposal methods to be used:
Materials are Baled as they come in and the Loaded for the end user

List the equipment to be used, its design, capacities, and expected loads:
Loaders, Excavator, Baler, Scale.

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

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 3rd day of March, 20 20

Leonard Courtney
 Signature of Applicant

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

Date filed: 3/3/2020 Date submitted to Council: 3/17/2020
 License No.: _____ Receipt No.: 92

**Hazardous Material
Contingency Plan
For
Courtney Car Crushing & Scrap**

Issued:

February 20, 2013

HAZARDOUS MATERIAL EMERGENCY TEAM ORGANIZATION AND RESPONSIBILITIES

ORGANIZATION

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

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

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

Spill Response Team Members

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

RESPONSIBILITIES

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

Additional responsibilities under this Plan are detailed below.

1. Secondary Hazardous Material Emergency Coordinator.

The Division Safety Engineer is the designated Secondary Hazardous Material

Emergency Coordinator.

The responsibilities of the Secondary Hazardous Material Emergency Coordinator are:

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

2. Alternate Hazardous Material Emergency Coordinator

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

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

HAZARDOUS MATERIAL EMERGENCY ACTIONS

A. SPILL RESPONSE TEAM NOTIFICATION

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

B. SPILL RESPONSE TEAM ACTIONS

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

C. FIRE EMERGENCY

Fire emergency procedures consist of dialing 911.

D. BUILDING EVACUATION

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

GOVERNMENT NOTIFICATION

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

HAZARDOUS MATERIAL EMERGENCY EQUIPMENT

SPILL

CONTROL EQUIPMENT/SUPPLIES

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

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

FIRE FIGHTING EQUIPMENT

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

CONTRACTOR ARRANGEMENT

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

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

HOSPITAL/MEDICAL ARRANGEMENTS

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

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

TABLE -1
HAZARDOUS MATERIAL EMERGENCY CONTACTS

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

Secondary Hazardous Material Emergency Coordinator

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

Alternate Hazardous Material Emergency Coordinators

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

National Response Center

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

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

CONTINGENCY PLAN DISTRIBUTION

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

Outside Agencies

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

TABLE 2

MINIMUM STOCKING REQUIREMENTS FOR SPILL RESPONSE EQUIPMENT

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

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

Protective Equipment

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

ATTACHMENT A

SPILL RESPONSE TEAM NOTIFICATION

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

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

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

ATTACHMENT B

COMMAND ORGANIZATION FOR CCC&S EMERGENCY ACTION PLAN

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

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

ATTACHMENT C

PERSONAL ASSIGNMENTS AND RESPONSIBILITIES

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

A. DIRECTING AUTHORITY

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

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

B. HAZARDOUS MATERIAL EMERGENCY COORDINATOR

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

The responsibilities of the Hazardous Material Emergency Coordinator are:

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

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

C. EMERGENCY ACTION TEAM

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

FIRST AID UNIT

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

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

COMMUNICATIONS UNIT

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

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

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

G. INVESTIGATION UNIT

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

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

GUARD UNIT

1. SPILL RESPONSE TEAM LEADER

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

The responsibilities of the Spill Response Team Leader are:

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

SPILL RESPONSE TEAM

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

The responsibilities of the Spill Response Team Members are:

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

ATTACHMENT D

GOVERNMENT NOTIFICATION

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

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

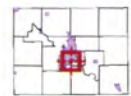
Within 15 days of any incident that required implementation of the contingency plan, a written report on the incident must be submitted to the DNR. The report must include:

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

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



Overview




Legend

-  Corporate Limits
-  Section Center
-  Sections
-  Quarter Lines
-  Quarter Quarter Lines
-  LotCarto
-  RoadDimCarto
-  MiscCarto
-  ParcelDim_HookC.
-  Subdivisions
-  ROW Lines
-  Parcels
-  Lots
-  Easements

Parcel ID	007411610044010	Alternate ID	n/a	Owner Address	Courtney's Fire Crusher Inc
Sec/Twp/Rng	30-72-13	Class	C		1010 Hayne
Property Address	825 HAYNE	Acreage	n/a		Ottumwa, IA 52501-3617
	OTTUMWA				
District	n/a				
Brief Tax Description	PT SW SEC30-72-13(P AL 1) COM W COR LT3 BLK1 BLAKES 2ND/N51 W 53.6/W AS FOLL; <i>(Note: Not to be used on legal documents)</i>				

Date created: 3/8/2017
Last Data Uploaded: 3/3/2017 9:12:08 PM

 Developed by
The Schneider Corporation



Courtney Car Crushing and Scrap 3-3-2020

CITY OF OTTUMWA
Staff Summary

2020 MAR 12 AM 10:25

OTTUMWA

**** ACTION ITEM ****

Council Meeting of: Mar 17, 2020

JR
Jake Rusch

Prepared By

Kevin Flanagan

Department Head

Health & Inspections

Department

[Signature]

City Administrator Approval

AGENDA TITLE: Salvage Dealer's License for Alter Metal Recycling, 404 N. Forest

****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 Salvage Dealers License for Alter Metal Recycling, 404 N Forest.

DISCUSSION:

Ottumwa Municipal Code provides for the annual licensing of Salvage Dealers in the City. Licenses expire on March 31st of each year; therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation. Based upon the last inspection conducted Tuesday, March 3, 2020, staff recommends approving the license. Attached is a copy of the application.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:



[CITY OF]

OTTUMWA

MEMORANDUM

DATE: February 18, 2020
TO: Health & Inspections Dept.
FROM: Sherrie Jones, City Clerk's Office
SUBJECT: Salvage Dealer – Alter Metal Recycling

Attached you will find an application for a Salvage Dealer from Alter Metal Recycling, 404 N. Forest..

As designee, please review the premises for compliance and make a recommendation for the Council's consideration for approval or denial.



[CITY OF]

OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

Name of Salvage Dealer: Alter Trading Corporation
Address of Salvage Dealer: 700 Office Parkway St. Louis, MO 63141
Telephone Number of Salvage Dealer: 314-872-2400

Business Title: Alter Metal Recycling

Business Address: 404 North Forest

Individual Responsible for Operation of said Business if other than Salvage Dealer:
Name: Jason Woods- Senior Regional Director of Operations
Address: Alter Metal Recycling 1810 E. Hull Ave. Des Moines, Iowa
Telephone Number: 515-262-0764

Type of material bought and sold or processed:
Nonferrous and ferrous scrap metal; including appliances and vehicles

Legal description of area to be licensed:
See Attachment 1

Attach a plat of the proposed area to be licensed.
See Attachment 2

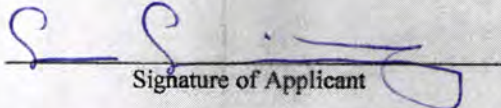
Type, source, and expected volume or weight of materials to be handled per day, week, year:
40 Gross Tons/Day, 200 Gross Tons/Week, and 9,600 Gross Tons/Year of ferrous and nonferrous derived from households, peddlers and industrial accounts

Give a detailed description of the process and disposal methods to be used:
Scrap metal is to be weighed on either a truck scale or platform scale, then unloaded indoors, according to grade. Sorted material is to be loaded indoors into trucks and shipped.

List the equipment to be used, its design, capacities, and expected loads:
Aljon Baler and Trucks, 2-3 per day

Attach a contingency plan detailing specific procedures to be followed in case of equipment breakdown, maintenance downtime, or fire in equipment or vehicles, including methods to be used to remove or dispose of toxic, hazardous, and general waste.
See Attachment 3

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 14th day of February, 2020


Signature of Applicant

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

Date filed: 2/18/2020

Date submitted to Council: _____

License No.: _____

Receipt No.: 84855



Fidelity National Title

Insurance Company

SCHEDULE A - continued

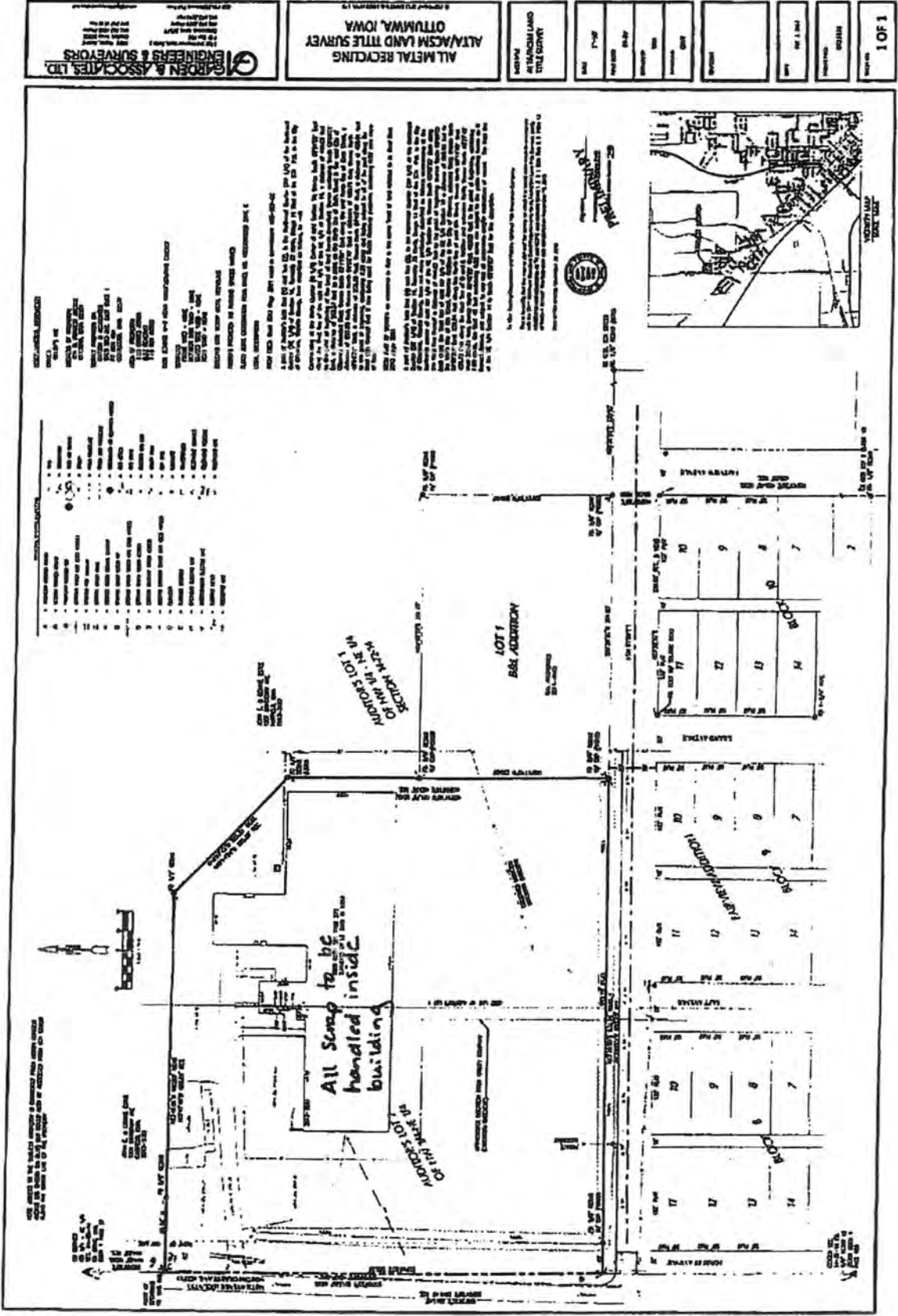
Case No. N90-589-OC

4. LEGAL DESCRIPTION

A part of Auditor's Lots One (1) and Two (2), in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 14, Township 72 North, Range 14 West of the 5th P.M., in the City of Ottumwa, Wapello County, Iowa described as follows, to-wit:

Commencing at the North Quarter (N1/4) Corner of said Section 14; thence South 00° 04' 09" East along the West line of the said NW 1/4 of the NE 1/4 of Section 14, a distance of 444.03 feet to the point of beginning of the tract of land herein described; thence continuing South 00° 04' 09" East, a distance of 568.97 feet to a point on the North line of Sixth Street in the said City of Ottumwa extended West; thence North 88° 41' 01" East along the said North line of Sixth Street, a distance of 632.83 feet; thence North 00° 06' 16" East a distance of 420.79 feet; thence North 45° 14' 24" West, a distance of 205.28 feet; thence North 89° 40' 49" West, a distance of 486.01 feet to the point of beginning, subject to all of the part along the West side thereof that is now being used for Public Roadway purposes.

which has the apparent address of 404 N. Forrest, Ottumwa, IA 52501



GARDEN & ASSOCIATES LTD.
ENGINEERS & SURVEYORS
 1000 ...
 ...
 ...

ALL METAL RECYCLING
ATM/ACSM LAND TITLE SURVEY
 OTTAWA, IOWA

DATE	10/11/2011
PROJECT	ATM/ACSM LAND TITLE SURVEY
CLIENT	ALL METAL RECYCLING
SCALE	AS SHOWN
BY	[Signature]
CHECKED BY	[Signature]
DATE	10/11/2011
PROJECT	ATM/ACSM LAND TITLE SURVEY
CLIENT	ALL METAL RECYCLING
SCALE	AS SHOWN
BY	[Signature]
CHECKED BY	[Signature]
DATE	10/11/2011



NOTES:
 1. THE SURVEY IS BASED ON THE ...
 2. THE ...
 3. THE ...
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- 50. ...

APPROX. LOT 1
APPROX. LOT 2
APPROX. LOT 3
APPROX. LOT 4
APPROX. LOT 5



SALVAGE DEALER LICENSE CONTINGENCY PLAN

ALTER METAL RECYCLING
404 N. FORREST AVE. - OTTUMWA, IA

Equipment Breakdowns/Maintenance Downtime

Essential operational equipment to operation includes scales, material handlers, and haul trucks. The following procedures are to be followed in the event essential operational equipment is not available:

- Material handlers and haul trucks are to be borrowed from another Alter operation or rented in the event breakdown or planned maintenance causes material capacity to exceed limits of indoor storage area.
- Scale maintenance which requires the scale to not be in use is to be planned during off scale hours.

Equipment Fires

The following procedures are to be followed in the event fire occurs in equipment or vehicles:

- Operation is to maintain appropriate fire extinguishers in each operating equipment and in warehouse
- Employees are to be trained by Safety Department staff in use of fire extinguishers
- Fire extinguishers are to be inspected and services according to manufacturer's recommendations and/or OSHA requirements
- In the event a fire cannot be contained through use of onsite response equipment, personnel shall contact local fire department for response

Disposal of Wastes

The following procedures are to be followed for removal and disposal of toxic, hazardous, and general waste:

- A covered dumpster is to be maintained under a storm resistant shelter for collection of non-hazardous solid waste, such as office general debris, rubbish, office, and break-room trash. Solid waste is to be hauled to Wapello County Landfill by a contract service provider or Alter vehicle.
- A covered plastic-lined Gaylord (or equivalent container) is to be maintained for collection of non-hazardous industrial special waste, including routine oil spill cleanup absorbents and floor sweepings. Prior to disposal, accumulated special wastes are to be sampled for waste characterization. Special wastes approvals are to be sought prior to disposal at Wapello County Landfill.

- Universal and toxic wastes generated during appliance demanufacturing activities are to be stored and handled in accordance with operation's IA Department of Natural Resources Appliance Demanufacturing Permit Operational Plan. Containerized wastes are to be disposed and/or recycled at a minimum once a year with an Alter approved waste vendor.
- Unauthorized materials (materials that cannot be safely recycled as scrap metal) that are dumped and that cannot be returned to supplier are to be characterized by Alter's Environmental Manager for proper disposal determination.
- Equipment fluids generated during maintenance are to be recycled and managed by offsite third party service provider. In the event maintenance is performed onsite, recovered fluids are to be placed in a DOT-approved drum, labeled as to contents, and recycled with Alter approved waste vendor.



Sales Receipt

Date	Sale No.
2/18/2020	84855

Sold To
Alter Metal Recycling 404 N. Forrest Ave. Ottumwa, IA 52501

City of Ottumwa
105 E Third St
Ottumwa, IA 52501

Check No.	Payment Method	Project
2340595	Check	

Item	Description	Amount
001-000-4165 (Salv)	INV.#1118 - 2020-21 Salvage Dealer	100.00

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



Alter Metal Recycling 3-3-2020

FILE

2020 MAR 19
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 17, 2020

Health & Inspections
Department

Jake Rusch *JR*
Prepared By
Kevin Flanagan *KF*
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Salvage Dealer's License for Karz Salvage, LLC 430 N Forrest Ave.

 ****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 document will be placed on the agenda.***

RECOMMENDATION: Approve the Salvage Dealers License for Karz Salvage, LLC , 430 N Forest Ave.

DISCUSSION: Ottumwa Municipal Code provides for the annual licensing of Salvage Dealers in the City. Licenses expire on March 31st of each year; therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation. Based upon the last inspection conducted Monday, March 10, 2014, staff recommends approving the license. Attached is a copy of the application.

Source of Funds:

Budgeted Item: Budget Amendment Needed:



[CITY OF]
O T T U M W A

MEMORANDUM

DATE: March 9, 2020
TO: Health & Inspections Dept.
FROM: Sherrie Jones, City Clerk's Office
SUBJECT: Salvage Dealer – Karz Salvage, LLC

Attached you will find an application for a Salvage Dealer from Karz Salvage LLC 430
N. Forrest Ave.

As designee, please assign an inspection in iWorQ's, Permit #2032.



[CITY OF]

OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

Name of Salvage Dealer: hasz auto salvage
Address of Salvage Dealer: 430 W Forrest Ave
Telephone Number of Salvage Dealer: 641-688-4161

Business Title: Auto Recycling

Business Address: 430 W Forrest Ave

Individual Responsible for Operation of said Business if other than Salvage Dealer:
Name: Brennan Elder / Harry Paulas
Address: 122 W Main St Agency IA
Telephone Number: (641) 682-4161 - 641-226-3807

Type of material bought and sold or processed:
Recycled auto parts

Legal description of area to be licensed:
PT SW SE 320' X 120' SEC 11-72-14, PT SW SW SE 363' X 240' SEC 11-72-14. 2A
2 Acres MIL SWSE CM 360'E SW COR SWSE 1/4, 2 Acres MIL SWSE SEC 11 Des AS full CM
A Tract of land IN SEC. 11-72-14 DESC AS, PT SE SEC 11-72-14 BG 480' N of S 1/4 COR
Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year:
Used automobiles, 600 lbs day, 3,000 week, 156,000 lbs year

Give a detailed description of the process and disposal methods to be used:
When vehicle arrives we strip drain all fluids Oils will be burned in waste oil heater,
Antifreeze is Recycled to be Reused

List the equipment to be used, its design, capacities, and expected loads:
Case 324F end loader, 5,600 lb lift capacity, no loads over 4,500 lbs

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

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 5 day of March, 2020

Mike Paulas
Signature of Applicant

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

Date filed: 3/9/2020 Date submitted to Council: _____

License No.: _____ Receipt No.: 170

EQUIPMENT REPAIRED IN HOUSE OR BY BRANDT'S TRUCK
REPAIR SAME FOR PREVENTIVE MAINTENANCE

ABS FIRE EQUIPMENT MAINTAIN OUR FIRE EQUIPMENT

ANTIFREEZE AND FREON IS REUSED IN HOUSE
ENGINE AND TRANSMISSION OIL USED IN WASTED OIL HEATER

NARZ LLC
430 FORREST AVE
OTTUMWA IA
52501

The following described premises situated in Wapello County, Iowa, to-wit: Two acres more or less in the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 11, Township 72 North, Range 14 West, which said land is more particularly described as follows:

The place of beginning is determined by commencing at the Southwest corner of the aforesaid Southwest Quarter of the Southeast Quarter of said Section 11 and running thence due North in the middle of the road a distance of 360 feet and thence due East a distance of 360 feet. Said two acres is bounded by a line running 240 feet due South from said place of beginning; thence due East a distance of 320 feet; thence due North a distance of 240 feet; thence due West 320 feet to the place of beginning; also an Easement of a right of way 40 feet wide on the West side of the above described two acres as said way is laid out to the Public Highway.

Also another two acres of ground in the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 11, Township 72, Range 14, more particularly described as follows: Commencing at the Southwest Corner of said Southwest Quarter of the Southeast Quarter of said Section 11, Township 72, Range 14, thence running 660 feet due East to the place of beginning; thence 240 feet due North; thence 363 feet due East; thence 240 feet due South thence 363 feet West to place of beginning.

A part of the Southwest Quarter of the Southeast Quarter of Section Eleven (11), Township Seventy-two (72) North, Range Fourteen (14) West of the 5th P.M., in Wapello County, Iowa, described as follows, to-wit: Commencing 480 feet North and 360 feet East of the Southwest corner of the Southeast Quarter of said Section 11, for the place of beginning; thence South 120 feet; thence East 320 feet; thence South 120 feet; thence East 363 feet; thence North 240 feet; thence West 683 feet to place of beginning.



CITY OF OTTUMWA
Staff Summary

2020 MAR 12 AM 10:26

071

**** ACTION ITEM ****

Council Meeting of : Mar 17, 2020

JUR
Jake Rusch

Prepared By

Kevin Flanagan *[Signature]*

Department Head

Health & Inspections

Department

[Signature]

City Administrator Approval

AGENDA TITLE: Salvage Dealer's License for Rosenman's Inc. 902 E. Main St.

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

The Field of Public Hearing with Public Hearing requires notice to the Staff Summary in the Field of Public Hearing not attached to the staff without the approval of the Mayor

RECOMMENDATION: Approve the Salvage Dealers License for Rosenman's Inc., 902 E Main St..

DISCUSSION:

Ottumwa Municipal Code provides for the annual licensing of Salvage Dealers in the City. Licenses expire on March 31st of each year; therefore Salvage Dealers re-apply annually and City Staff conducts a compliance inspection of the salvage operation. Based upon the last inspection conducted Tuesday, March 3, 2020, staff recommends approving the license. Attached is a copy of the application.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:



[CITY OF]
O T T U M W A

MEMORANDUM

DATE: February 26, 2020
TO: Health & Inspections Dept.
FROM: Sherrie Jones, City Clerk's Office
SUBJECT: Salvage Dealer – Rosenman's Inc.

Attached you will find an application for a Salvage Dealer from Rosenman's Inc., 902 E.

Main St.

As designee, please assign an inspection in iWorQ's, Permit #1988.



[CITY OF]

OTTUMWA

SALVAGE DEALER LICENSE APPLICATION

Name of Salvage Dealer: Rosenman's Inc.
Address of Salvage Dealer: 902 East Main Street, P.O. Box 1002, Ottumwa, IA 52501
Telephone Number of Salvage Dealer: (641) 683-1871

Business Title: Same

Business Address: Same

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

Type of material bought and sold or processed:
Industrial scrap iron and metal which is bought then manufactured to industry specifications and grades.

Legal description of area to be licensed:
Attached

Attach a plat of the proposed area to be licensed.

Type, source, and expected volume or weight of materials to be handled per day, week, year:
Industrial scrap material from within a 200 mile radius of Ottumwa, Iowa.
Total volume approximately 6000 tons with less than 1% from Ottumwa.

Give a detailed description of the process and disposal methods to be used:
Material is manufactured to specific products for consuming mills. All material is shipped by rail or truck.

List the equipment to be used, its design, capacities, and expected loads:
Balers, shears, material handling equipment of all types.

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

I depose and say that if granted a Salvage Dealer License, I will obey all laws of the State of Iowa, and ordinances of the City of Ottumwa, Iowa, pertaining to said license. All statements made above are true and correct to the best of my knowledge and information. Dated this 24 day of February, 2020



Signature of Applicant

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

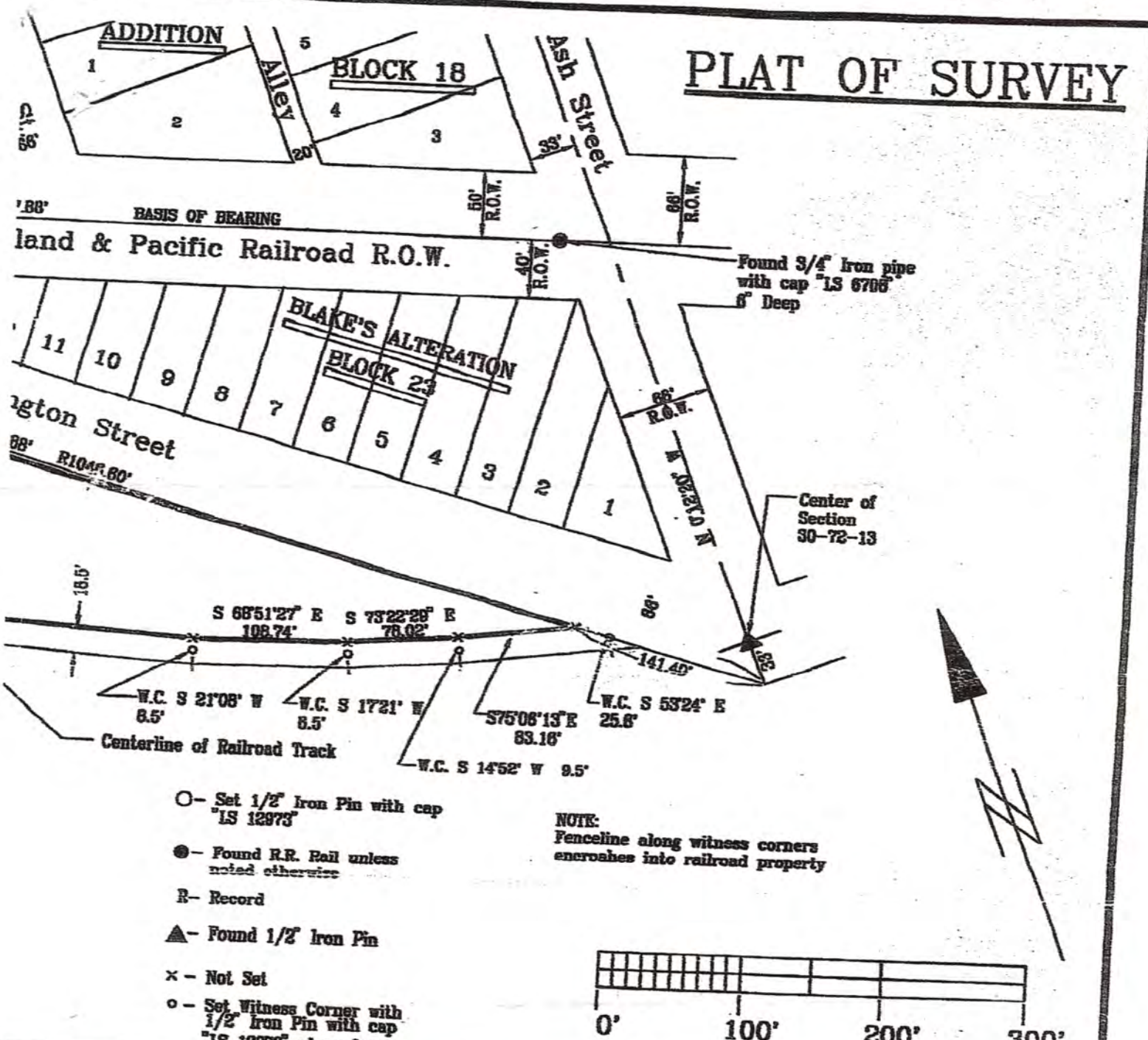
Date filed: 2/26/2020

Date submitted to Council: _____

License No.: 1988 Permit

Receipt No.: 44

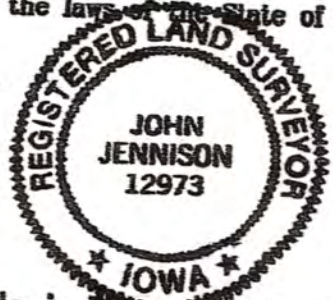
PLAT OF SURVEY



I hereby certify that this surveying document was prepared by me or under my direct personal supervision and that I am a duly registered Land Surveyor under the laws of the State of Iowa.

John Jennison
 Date: 10/10/94

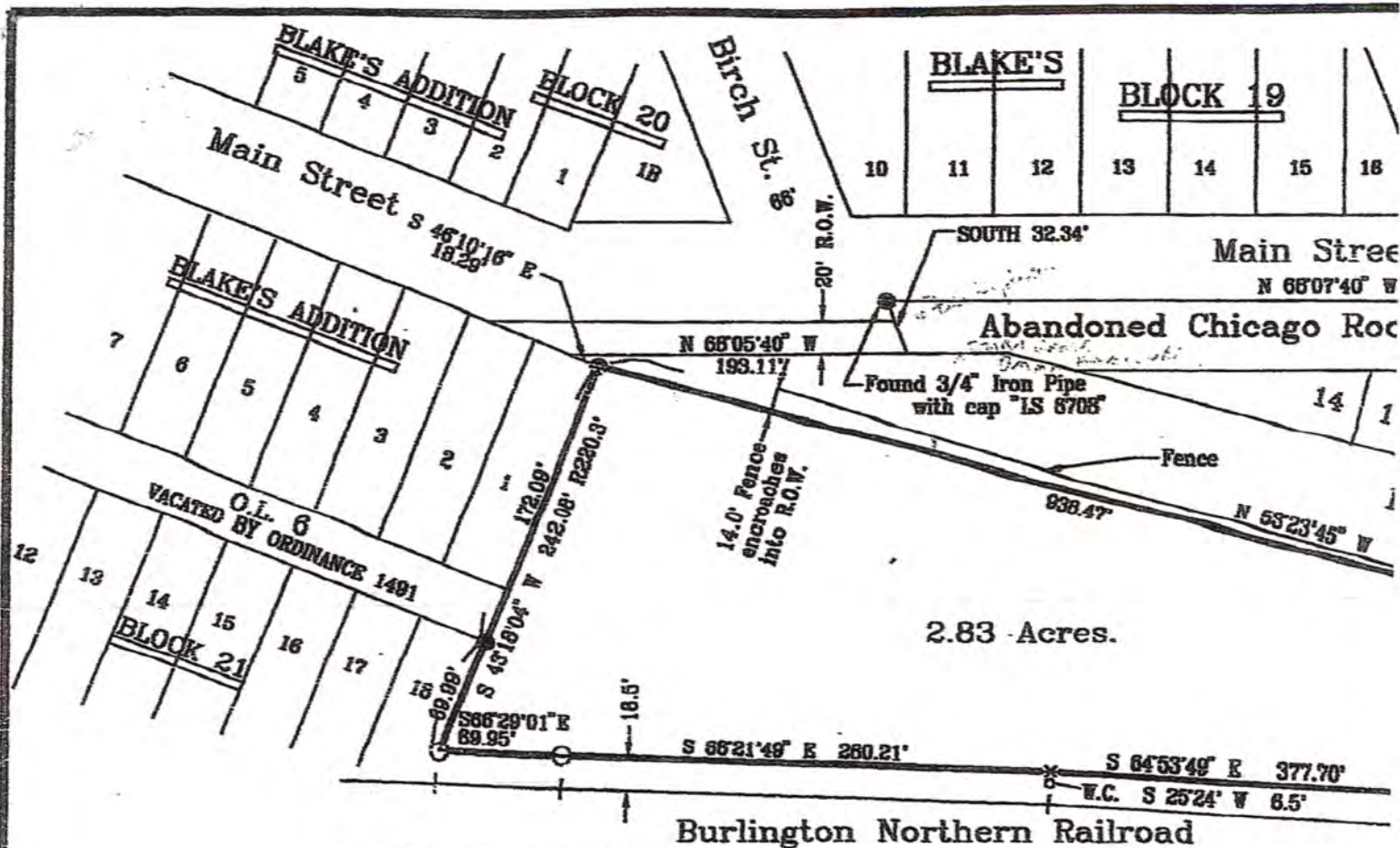
John Jennison
 Reg. No. 12973



Registration renewal date is December 31, 1995

Survey For:
 Eli Rosenman
 904 E. Main Street
 Ottumwa, Iowa 52501

JENNISON / GRAHAM & Associates, Inc.
Engineering and Surveying
 611 Church St. Phone (800)882-2910
 Ottumwa, Iowa 52501 Fax (515)683-1280



LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 72 NORTH, RANGE 13 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF OTTUMWA, WAPELLO COUNTY, IOWA AND DESCRIBED AS FOLLOWS:
 COMMENCING AT THE CENTER OF SAID SECTION 30;
 THENCE SOUTH 0°12'20" EAST, 33.00 FEET TO THE SOUTHERLY RIGHT OF WAY OF BURLINGTON STREET;
 THENCE NORTH 53°23'45" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 1079.88 FEET TO EASTERLY CORNER OF BLOCK 21, BLAKE'S ADDITION, AND THE POINT OF BEGINNING;
 THENCE SOUTH 43°18'04" WEST, ALONG THE EASTERLY LINE OF SAID BLOCK 21, A DISTANCE OF 242.08 FEET TO AN OFFSET LINE WHICH IS 18.5 FEET NORTHERLY OF BURLINGTON NORTHERN RAILROAD COMPANY'S YARD TRACK NUMBER 33 CONSTRUCTED CENTERLINE;
 THENCE SOUTH 66°29'01" EAST, ALONG SAID OFFSET LINE, 69.95 FEET;
 THENCE SOUTH 66°22'49" EAST, ALONG SAID OFFSET LINE, 280.21 FEET;
 THENCE SOUTH 64°53'49" EAST, ALONG SAID OFFSET LINE, 377.70 FEET;
 THENCE SOUTH 68°51'27" EAST, ALONG SAID OFFSET LINE, 108.74 FEET;
 THENCE SOUTH 73°22'29" EAST, ALONG SAID OFFSET LINE, 78.02 FEET;
 THENCE SOUTH 75°06'13" EAST, ALONG SAID OFFSET LINE, 83.16 FEET TO THE SOUTHERLY RIGHT OF WAY OF BURLINGTON STREET;
 THENCE NORTH 53°23'45" WEST, ALONG SAID RIGHT OF WAY, 938.47 FEET TO THE POINT OF BEGINNING;
 SAID PARCEL CONTAINS 2.83 ACRES.
 AND SUBJECT TO ALL EXISTING INTERESTS, INCLUDING BUT NOT LIMITED TO ALL RESERVATIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD OR OTHERWISE;
 AND ALSO, EXCEPTING AND RESERVING UNTO BURLINGTON NORTHERN RAILROAD, ITS SUCCESSORS AND ASSIGNS, ALL COAL, OIL, GAS, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE, INCLUDING SAND AND GRAVEL, UNDERLYING THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE FULL RIGHT, PRIVILEGE AND LICENSE AT ANY AND ALL TIMES TO EXPLORE, OR DRILL FOR AND TO PROTECT, CONSERVE, MINE, TAKE, REMOVE AND MARKET ANY AND ALL SUCH PRODUCTS IN ANY MANNER WHICH WILL NOT DAMAGE STRUCTURES ON THE SURFACE OF THE PREMISES HEREIN CONVEYED, TOGETHER WITH THE RIGHT OF ACCESS AT ALL TIMES TO EXERCISE SAID RIGHTS.

ROSENMAN'S INC.

STEEL SERVICE CENTER

Metals - Ferrous & Non-Ferrous - Recycling
P.O. Box 1002 Ottumwa, Iowa 52501

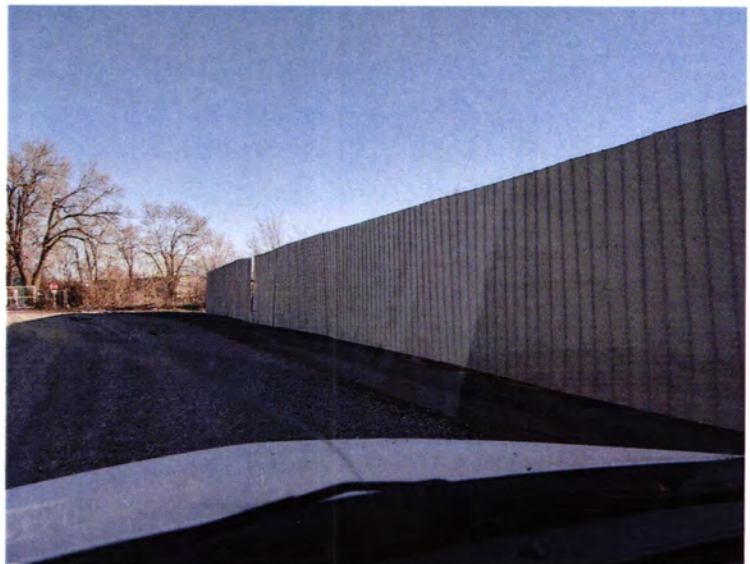
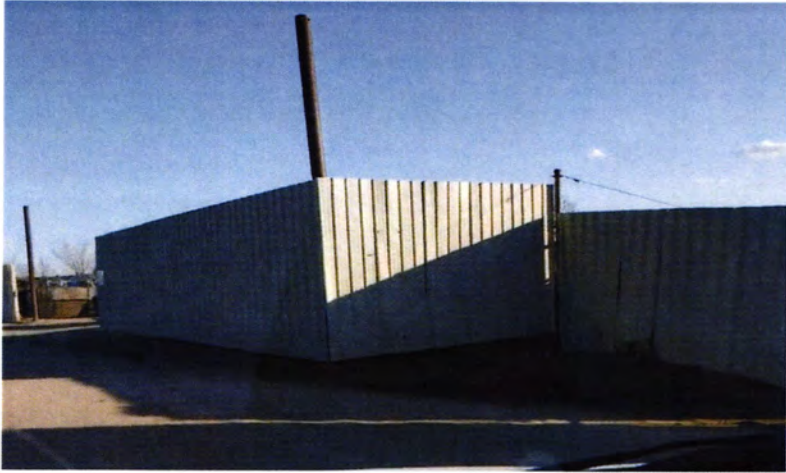
Phone 641-683-1871

Contingency Plan

Equipment breakdown is handled by our own maintenance people and local mechanics, as needed. Normally, maintenance does not create down time as other equipment is available.

Fire extinguishers are checked on a regular basis and located in all pieces of equipment, warehouse, and office.

We do not handle any toxic, hazardous, or general waste.



CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 17, 2020

David Silverio

Prepared By

Transit

Department

Department Head

City Administrator Approval

AGENDA TITLE: Set April 21, 2020 for the Public Hearing on Ottumwa Transit, Consolidated Funding Application.



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: Set hearing.

DISCUSSION: Application is to receive both Federal and State funding

Source of Funds:

Budgeted Item:

Budget Amendment Needed:

FILE
2020 MAR 12 PM 4:36

Item No. _____

CITY OF OTTUMWA
STAFF SUMMARY
ACTION ITEM

Council Meeting of: March 17th, 2020

Tony Miller
Prepared By

Fire Department
Department

Tony Miller
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: To approve writing a 2019 Assistance to Firefighters Grant (AFG) for a new fire apparatus.

.....
PURPOSE: To receive Council approval to write an AFG grant to purchase a new fire apparatus.

Recommendation: Approve the recommendation.

Discussion: The Ottumwa Fire Department has applied for an AFG Grant to replace a twenty-four year old apparatus that failed the ladder test. Under 2019 AFG rules if a city can provide a hardship case the ten percent match can be waived. If awarded a grant and the ten percent match is not waived we can deny acceptance of the grant. The grant for a new apparatus and equipment will be written for \$650,000. The deadline to apply for this grant is March 20 at 4 :00. p.m.

CITY OF OTTUMWA
Staff Summary

2020 MAR 12 AM 10:52
CJ
OT

**** ACTION ITEM ****

Council Meeting of : Mar 17, 2020

Christina Reinhard *CJR*

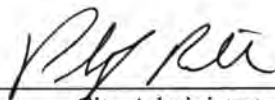
Prepared By

City Admin

Department Head

City Clerk

Department



City Administrator Approval

AGENDA TITLE: Approve submission of Scope of Work to OPG-3 to implement a "day-forward" capture and filing process for documents managed by the City Clerk's office.

RECOMMENDATION: Approve submission of Scope of Work (SOW) to OPG-3 and authorize payment for project once complete for a total price of \$1,480.

DISCUSSION: The City of Ottumwa recently changed providers for our Laserfiche VAR from R&D Computer Systems, LLC to OPG-3 in order to take advantage of ongoing training and future indexing projects. OPG-3 provided the same price for our annual maintenance as R&D, but are able to offer additional indexing services for our paperless transition of all City documents, starting in the Clerk's office.

The Clerk's office would like to implement a "day-forward" capture and filing process for documents managed by the office. This will help streamline the indexing of documents and create a workflow to automatically build and manage the file plan (folder structure, document naming, metadata and retention). This will allow ease of locating documents for staff and FOIA requests. This will be the initial set-up for indexing services that, in the future, will be implemented across all City Hall departments.

Source of Funds: General

Budgeted Item:

Budget Amendment Needed: No

OPG-3 Streamlined SOW

The City of Ottumwa would like to implement a “day-forward” capture and filing process for documents managed by the City Clerk. OPG-3 will utilize dynamic fields wherever possible to streamline the indexing of documents regardless of how they’re captured (scan, import, print (via Laserfiche Snapshot) or saved directly from MS Office applications). A filing workflow will be developed to automatically build and manage the file plan (folder structure, document naming, metadata and retention).

In order to minimize the overhead required for this type of engagement, OPG-3 has developed a streamlined approach for projects of less than 25 hours.

Once we receive email approval to proceed based on the description and activities below, the project will be added to the backlog, and eligible for onboarding during backlog grooming/resource allocation (Thursday morning). Once your project has been onboarded, our ScrumMaster or the assigned engineer will reach out to you to schedule an initial alignment call.

During the alignment call, it’s critical to plan out the activities for the project – especially demos and any User Acceptance Testing that will be completed by your organization. We’re able to minimize the cost and overhead of these projects by completing them efficiently. It’s also important that we received advance notice if someone is not going to be able to make a scheduled appointment because we allocate resources weekly. If a meeting, working session or demo is cancelled (or attendees simply don’t show up) without 24 hours’ notice, OPG-3 will bill 2 hours to the project for time lost.

Customer Name:	City of Ottumwa, IA
Stakeholder:	Chris Reinhard
Project Name:	Clerk Document Capture Filing
Description:	Day forward capture and filing process for Clerk documents
Prerequisites	<input type="checkbox"/> Remote Access (VPN preferred) <input type="checkbox"/> Completed “Document Type” spreadsheet
Activities:	<input type="checkbox"/> Initial alignment call to review scope and discuss design <input type="checkbox"/> System development <input type="checkbox"/> Solution demo and remediation as needed <input type="checkbox"/> User Acceptance Testing and remediation as needed <input type="checkbox"/> Project closeout
Hours Estimate:	8 hours
Payment Method	Fixed bid, \$185/hour = \$1,480 billed upon execution of this document

Public View	Record Type	Parent Folder	Subfolder	Record Owner	Retention	Retention Dependency	Retention Controlled Field Value
Yes	Agendas	Council Boards and Commissions	City Council	City Clerk	Permanent		
Yes	Minutes	Council Boards and Commissions	City Council	City Clerk	Permanent		
Yes	Packets	Council Boards and Commissions	City Council	City Clerk	Permanent		
Yes	Ordinances	Ordinances		City Clerk	Permanent		
Yes	Resolutions	Resolutions		City Clerk	Permanent		
	City Official Bonds	City Official Bonds		City Clerk	5Y	after expiration	Expiration Date
	Annexation	Real Property		City Clerk	Permanent		
	Deeds	Real Property		City Clerk	Permanent		
	Title Opinions	Real Property		City Clerk	Permanent		
	Abstracts and Certificates of Title	Real Property		City Clerk	Permanent		
	Title Insurance	Real Property		City Clerk	Permanent		
	Condemnation Proceedings	Real Property		City Clerk	Permanent		
	Right-of-Way Agreement	Real Property		City Clerk	Permanent		
	Plan	Capital Improvement Projects		City Clerk	Permanent		
	Specifications	Capital Improvement Projects		City Clerk	Permanent		
	Bids	Capital Improvement Projects		City Clerk	10Y		
	Contracts, Bonds, Certificates of Liability Insurance	Capital Improvement Projects		City Clerk	Permanent		
	Legal Counsel Proceedings	Capital Improvement Projects		City Clerk	Permanent		
	Change Orders	Capital Improvement Projects		City Clerk	5Y	after project completion	Completion Date
	Payment Estimates	Capital Improvement Projects		City Clerk	5Y	after project completion	Completion Date
	Certificates of Completion	Capital Improvement Projects		City Clerk	Permanent		
	Quotes	Quotes		City Clerk	10Y		
	28E Agreements	28E Agreements		City Clerk	10Y	after expiration	Expiration Date
	Agreements for Services	Agreements for Services		City Clerk	10Y	after expiration	Expiration Date
	Requests for Proposals	Requests for Proposals		City Clerk	10Y	after project completion	Completion Date
	Bids Received, Awarded	Requests for Proposals		City Clerk	Permanent		
	Bids Received, Not Awarded	Requests for Proposals		City Clerk	10Y	after project completion	Completion Date
	Leases	Leases		City Clerk	7Y	after expiration	Expiration Date
	Legal Actions	Legal Actions		City Clerk	5Y	after closure	Closure Date
	Legal Opinions	Legal Opinions		City Clerk	Permanent		
	Citizen Petitions	Mayor and Council		City Clerk	Permanent		
	Election Records	Mayor and Council		City Clerk	Permanent		

CITY OF OTTUMWA

2020 MAR 12 PM 1:57
Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 17, 2020

Kelly Blankenship

Prepared By

Public Works
Department

Larry Seals *LS*

Department Head

City Administrator Approval

AGENDA TITLE: Approve the replacement of an over-head garage door on the east side of the Public Works Garage.

**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 replacement of an over-head garage door.

DISCUSSION: One of the over-head doors on the east side of the building has areas that are rusted from water leaking through the windows. Replacing the door will help reduce heat loss and reduce heating costs. Bids were received from Klodt Door Service and Frase Company. Klodt Door Service submitted the best bid of \$7,158.00 which includes installing a 20' 2" x 14' commercial door. The door is white with a steel back and insulated. It also has two insulated windows a 3" RAT track, perimeter seals, continuous duty commercial operator and two remotes. Conduit and electricity will be installed by City Electricians.

Source of Funds: Road Use/Sewer

Budgeted Item: Yes

Budget Amendment Needed: No

Item No. B.-13.

CITY OF OTTUMWA

2020 MAR 12 PM 10: 25
Staff Summary

CITY
OTTUMWA

Council Meeting of: March 17, 2020

Item No. 46-2020

Kala Mulder

Prepared By

Finance/Risk Management

Department

Dept. Head

Phil Rath 

City Administrator

Agenda Title: Resolution No. 46-2020 Authorizing Payment for Renewal of the City Liability and Property Insurance for March 17, 2020 until March 15, 2021 in the Amount of \$449,710.36.

.....
Purpose: To pay the renewal of the general liability, auto liability, auto physical damage, public official's liability, police professional liability, municipal property, boiler, computer insurance in the amount of \$449,710.36.

Recommendation: Pass and Adopt Resolution No. 46-2020.

Discussion: The City of Ottumwa has been a member of ICAP for as long as ICAP has been in existence. This year we have adjusted our deductible for the General Liability and Auto Liability from \$2,500 to \$5,000 – for a savings of \$14,275 & \$8,022, respectively. In the past 3 years we have only had one General Liability claim that exceed \$2,500 and two auto liability claims that exceeded \$2,500. We are also increasing our Limit of Coverage from \$2,000,000 to \$5,000,000 on the Liability for General, Auto, Law Enforcement and Public Officials for an increase of \$32,185. The gross premium of \$489,702 minus the member credit of \$39,991.64 for a total of \$449,710.36.

RESOLUTION NO. 46-2020

A RESOLUTION AUTHORIZING PAYMENT FOR RENEWAL OF THE CITY LIABILITY AND PROPERTY INSURANCE FOR MARCH 17, 2020 UNTIL MARCH 15, 2021 IN THE AMOUNT OF \$453,055.36.

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

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

WHEREAS, the premium for March 17, 2020 until March 15, 2021 is \$449,710.36.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA: to authorize payment to the Iowa Communities Assurance Pool in the amount of \$449,710.36.

PASSED AND APPROVED THIS 17th DAY OF MARCH, 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

FILE

CITY OF OTTUMWA
Staff Summary

2020 MAR 12 AM 10:52
CITY
OTT-

**** ACTION ITEM ****

Council Meeting of: Mar 17, 2020

Chris Cobler

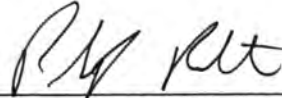
Prepared By

Phillip Rath

Department Head

Airport

Department



City Administrator Approval

AGENDA TITLE: Resolution # 50-2020 Approve the purchase of a new 2019 John Deere 3046R 4x4 Compact Tractor from Sinclair Tractor in Ottumwa, Iowa for the Government State bid price of \$ 43,595.00

Public hearing required if this box is checked.

RECOMMENDATION: Pass and adopt resolution # 50-2020

DISCUSSION: This purchase is to replace # 710 a 2009 Massey Ferguson 4x4 compact tractor and mower deck with over 3800 hrs. It has been approved by central garage and fleet committee to be replaced and will be sold on Gov Deals web site. The new tractor will be similar in size with a 72" grooming mower and loader attached. It will be used to do basic mowing and trimming around air field lights. The loader will be used for landscaping, snow removal, and other misc. items. It is the Ottumwa Airports recommendation to accept the Government State bid from Sinclair Tractor for \$43,595.00.

Source of Funds: Airport Fund Balance

Budgeted Item: Budget Amendment Needed:

RESOLUTION # 50-2020

AUTHORIZE THE MAYOR TO SIGN, AND APPROVE THE PURCHASE OF A NEW 2019 JOHN DEERE 3046R COMPACT TRACTOR FROM SINCLAIR TRACTOR FOR THE BID PRICE OF \$43,595.00

WHEREAS, This purchase is to replace #710 2009 Massey Ferguson 4x4 compact tractor with mower deck.

WHEREAS, This replacement has been approved by Central Garage and Fleet Committee.

WHEREAS, The new replacement Tractor and attachments will be purchased from Sinclair Tractor in Ottumwa, Iowa for the bid price of \$43,595.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT; Authorizing the Mayor to sign, and approve the purchase of a new 2019 John Deere 3046R 4x4 Compact Tractor from Sinclair Tractor in Ottumwa, Iowa for the Government bid price of \$ 43,595.00.

PASSED AND ADOPTED this 17th day of March, 2020

City of Ottumwa, Iowa

Tom Lazio Mayor

ATTEST:

Christina Reinhard, City Clerk

CITY OF OTTUMWA
AIRPORT

SPECIFICATIONS FOR A 4-WHEEL DRIVE COMPACT TRACTOR

This must be a new unit, no used or remanufactured unit will be accepted.

Minimum specifications for the bid of a 4-wheel drive compact tractor. Items bid will be equal to or exceed the written specification. Any deviation to the specifications will be written out and explained. No explanation 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 John Deere

Model Number 3040R

Bid Price \$43,595.00

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

	CHECK ONE	
	YES	NO
<u>ENGINE</u>		
Minimum 35 horsepower diesel engine with a minimum PTO horsepower 31	<input checked="" type="checkbox"/>	()
Liquid cooled engine with water pump	<input checked="" type="checkbox"/>	()
Air cleaner shall be dry filter with safety element	<input checked="" type="checkbox"/>	()
Key switch with engine shut off	<input checked="" type="checkbox"/>	()
<u>ELECTRICAL SYSTEM</u>		
12-volt system with battery and alternator	<input checked="" type="checkbox"/>	()
Alternator shall be a minimum of 50 amps	<input checked="" type="checkbox"/>	()

SPCIFICATIONS FOR A 4-WHEEL COMPACT TRACTOR

Page 2 of 4

FUEL SYSTEM

- | | | |
|---------------------------------------|-------------------------------------|-----|
| Direct injection type | <input checked="" type="checkbox"/> | () |
| 10 gallons minimum fuel tank capacity | <input checked="" type="checkbox"/> | () |

CAB EQUIPMENT

- | | | |
|---|-------------------------------------|-----|
| Doors on both sides | <input checked="" type="checkbox"/> | () |
| Tinted glass Windows | <input checked="" type="checkbox"/> | () |
| Front and Rear Wipers with Washers | <input checked="" type="checkbox"/> | () |
| Interior Rear View Mirror | <input checked="" type="checkbox"/> | () |
| Am -Fm Factory installed Radio | <input checked="" type="checkbox"/> | () |
| Throttle control lever | <input checked="" type="checkbox"/> | () |
| Differential lock pedal | <input checked="" type="checkbox"/> | () |
| PTO switch | <input checked="" type="checkbox"/> | () |
| Front and Rear Lighting Package | <input checked="" type="checkbox"/> | () |
| Rear Fender Extensions | <input checked="" type="checkbox"/> | () |
| Factory installed Heat and Air Conditioning | <input checked="" type="checkbox"/> | () |
| Tachometer with hour meter | <input checked="" type="checkbox"/> | () |
| Oil pressure indicator light | <input checked="" type="checkbox"/> | () |
| Alternator indicator light | <input checked="" type="checkbox"/> | () |
| Deluxe suspension seat with adjustability fore and aft. no tools
Required to adjust seat | <input checked="" type="checkbox"/> | () |

SPECIFICATIONS FOR A 4-WHEEL DRIVE COMPACT TRACTOR

Page 3 of 4

Air cleaner restriction indicator

Slow moving sign

TIRES

Rear Turf type tires

Front Turf type tires

LITERATURE

Successful bidder will supply upon delivery:

One complete parts manual

One service & repair procedure manual

One operator's manual

DRIVE TRAIN

Hydrostatic

Forward and reverse pedals

Power steering required

Emergency Brake System

HYDRAULIC SYSTEM

Open center system

Minimum 2500 PSI working pressure

Minimum 5 GPM pumping capacity

SPECIFICATIONS FOR A 4-WHEEL DRIVE COMPACT TRACTOR

Page 4 of 4

72" Mid Mount Grooming Mower Deck	Installed	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hinged Discharged Chute		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Auto Connect deck system		<input checked="" type="checkbox"/>	<input type="checkbox"/>
1 Extra Set of Blades		<input checked="" type="checkbox"/>	<input type="checkbox"/>

LOADER

Quick Detach and Attach system		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Standard Size Loader Bucket		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Category 1, 3 point hitch required

Auxiliary hydraulic couplers in rear

PTO

Live independent type

Mid and rear PTO required

Five hundred dollars (\$500.00) will be withheld until manuals are delivered. If not please explain we will deliver the operator manual with the tractor. It includes service information as well as trouble shooting. No other manuals are available.

WARRANTY:

(Specify): Tractor has a 6 year warranty. Loader & Deck have a 2 year warranty.

It is not intent to disqualify any quality equipment, if your tractor does not meet these qualifications. Please note any variances and we will give those variances consideration.

Signature Tony Hammer

Date 3-6-20

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

2020 MAR 12 PM 1:58
OTTUMWA

Council Meeting of: March 17, 2020

Engineering Department
Department

Alicia Bankson
Prepared By
Larry Sead
Department Head

[Signature]
City Administrator Approval

AGENDA TITLE: Resolution #51-2020. Approving the contract, bond, and certificate of insurance for the Ottumwa Street Reconstruction Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #51-2020.

DISCUSSION: These are the required bonds, certificate of insurance and signed contract with DC Concrete & Construction of Douds, Iowa for the above referenced project and are now on file with the City Clerk. This project was awarded at the March 3, 2020 City Council Meeting in the amount of \$249,410.00.

The planned start date is mid June 2020.

Bid Amount \$249,410.00

Engineers estimate: \$276,617.25

Source of Funds: CIP/ESRP

Budgeted Item: Yes

Budget Amendment Needed: Yes

RESOLUTION #51-2020

A RESOLUTION APPROVING THE CONTRACT, BOND, AND CERTIFICATE OF INSURANCE FOR THE OTTUMWA STREET RECONSTRUCTION PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa accepted bids for the above referenced project and awarded the contract to DC Concrete & Construction of Douds, Iowa in the amount of \$249,410.00 based on total unit price and estimated quantities; and,

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

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

APPROVED, PASSED, AND ADOPTED, this 17th day of March 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

SECTION 00500
CONTRACT

THIS AGREEMENT, made and entered into this **March 18, 2020**, by and between the **City of Ottumwa, Wapello County, Iowa**, the party of the first part, hereinafter called the OWNER and **DC Concrete and Construction, LLC of Douds, Iowa** the party of the second part, hereinafter called the CONTRACTOR.

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

ARTICLE I

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

ARTICLE II

TIME OF COMPLETION. The work performed under this Contract shall be commenced on or before the date specified in the "Notice to Proceed and shall be completed in 35 working days and in accordance with any special timeframes as indicated on construction documents. The time of commencing and completing said work is the essence of this Contract.

ARTICLE III

THE CONTRACT SUM. The Owner shall pay the Contractor the sum of **\$249,410.00** payable as set forth in Article IV below, for the performance of the Contract subject to increases or decreases as provided in the Specifications.

ARTICLE IV

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

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

ARTICLE VII

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

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

CITY OF OTTUMWA, IOWA

By _____

Title Mayor

ATTEST:

Title City Clerk

DC Concrete & Construction, LLC
Contractor

By Budget Coffey

Title Co - Owner

Address 15476 Emerald RD

City, State, Zip Dows, IA 52551

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.


PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 11 day of March, 2020.

ATTEST:

(Principal) Secretary

(SEAL)

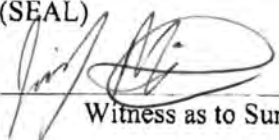

(Witness as to Principal)

(Address)

ATTEST:

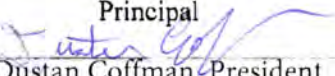
(Surety) Secretary

(SEAL)


Witness as to Surety

(Address)

DC Concrete & Construction LLC

Principal
By  (s)
Dustan Coffman, President

15476 Emerald Road

Douds, Iowa 52551-8104

(Address)

West Bend Mutual Insurance Company(s)
Surety

By 
Attorney-in-Fact Patrick C. Doyle

PO Box 71

Fairfield, Iowa 52556

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.



THE SILVER LINING®

Bond No. 2431318

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:

PATRICK C DOYLE

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

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 it 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 1st day of April, 2020.



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.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 11 day of March, 2020.

ATTEST:

(Principal) Secretary

(SEAL)



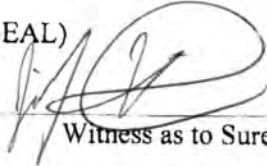
(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

(SEAL)



Witness as to Surety

(Address)

DC Concrete & Construction LLC

By Dustan Coffman Principal (s)
Dustan Coffman, President

15476 Emerald Road

Douds, Iowa 52551-8104

(Address)

West Bend Mutual Insurance Company(s)

Surety

By Patrick C. Doyle
Attorney-in-Fact Patrick C. Doyle

PO Box 71

Fairfield, Iowa 52556

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.



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:

PATRICK C DOYLE

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

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 it 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 1st day of April, 2020.



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.

2020 MAR 12 PM 2:58
OTT.

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 17, 2020

Chris Reinhard *CR*

Prepared By

Administration

Department

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Authorize the City Administrator to draft a letter of support for the Iowa Mission of Mercy (IMOM)

Public hearing required if this box is checked.

RECOMMENDATION: Authorize the City Administrator to draft a letter of support for the Iowa Mission of Mercy through the Iowa Dental Center to include with the RFP to bring services to Ottumwa.

DISCUSSION: The Iowa Mission of Mercy is a large scale, two-day community dental clinic where dental professionals and general volunteers donate their time to provide free oral health care to individuals who face barriers to receiving dental care. A full-service field dental clinic with 100 dental operatories is set up and patients are treated on a first come, first served basis. Since the first Iowa MOM in 2008, over 15,000 patients from all areas of the state and beyond have received free dental care totaling over \$10 million.

Source of Funds:

Budgeted Item:

Budget Amendment Needed:



Request for Proposal

ORGANIZATION NAME: Iowa Dental Foundation
Meeting Name: 2021 Iowa Mission of Mercy

GROUP CONTACTS: Stacy Hilsabeck, Events and Operations Manager
Email: Stacy@iowadental.org
Phone: 515-331-2298
Cell: 773-206-0067

Laurie Traetow, Executive Director
Email: Laurie@iowadental.org

Address: Iowa Dental Foundation
666 Grand Ave., Ste. 901
Des Moines, IA 50309

GROUP PROFILE:

The Iowa Dental Foundation was established in 1994 as a nonprofit foundation to benefit the general public. The IDF's vision is to improve the oral health of low-income Iowans and the primary program of the IDF is the highly successful Iowa Mission of Mercy (IMOM). The Iowa Mission of Mercy is a large scale, two-day community dental clinic where dental professionals and general volunteers donate their time to provide free oral health care to individuals who face barriers to receiving dental care. A full-service field dental clinic with 100 dental operatories is set up and patients are treated on a first come, first served basis. Since the first IMOM in 2008, over 15,000 patients from all areas of the state and beyond have received free dental care totaling in excess of \$10 million.

The Mission of Mercy program serves two purposes. To address the patients' most pressing dental problems and relieve them of their pain; and, to bring awareness to the increasing problem of access to oral health care and the government's responsibility to address the situation so residents have a long-term solution.

The IMOM program will provide care to the un-insured, the under-insured or those who otherwise have difficulty getting to a dentist on an annual basis. Anyone who attends and does not have any medically compromising condition that would prohibit them from receiving care, will be seen on a first-come, first-served basis. Children and adults alike are welcome. Treatment being offered will include diagnosis by a dentist, fillings, extractions, limited partial dentures and cleanings. Everyone will be educated on the importance of dental health care and how to take care of their teeth.

Our goal is to provide dental care to approximately 1,000 patients for a total of \$750,000 in free dental care. It will take 1,000-plus volunteers and roughly \$300,000 in funding plus in-kind contributions to make it happen. We know that we can provide a successful service to the residents of Iowa with the support of both the local and state-wide communities.

This program is run solely by volunteers. No one is being paid to provide care or reimbursed for their time.

The Iowa Dental Foundation is currently looking for sites for our 14th annual IMOM in 2021 and are excited about the possibility of bringing this event to Ottumwa for the first time!



BASIC EVENT AGENDA:

- Thursday: Set-up 7 a.m. – 6 p.m.
- Friday: Clinic Open 6 a.m. – 5:30 p.m. (The first volunteers will arrive around 4:30 a.m.)
- Saturday: Clinic Open 6 a.m. – 5:30 p.m. (The first volunteers will arrive around 4:30 a.m.)
Tear-down 5:30 p.m. – 10:00 p.m.

FACILITY REQUIREMENTS:

- 30,000– 35,000 square feet for Clinic Space
 - 25,000+ square feet for clinical space (ideally one space but it is possible to break this into two smaller sections)
 - 5,000 – 7,500 square feet for patient registration and waiting areas
 - Access to water (a simple garden hose from a restroom to the lab and another to sterilization is all that is needed; the dental units utilize a self-contained system of distilled water)
 - Access to sewer drainage (contaminated water will go into here from sterilization and from the dental unit suction system after it goes through an amalgam separator)
 - 3-phase electrical access (we can bring in generators if need be)
 - Either in house compressed air or the ability to utilize air compressors
 - Ability to use fork lifts throughout the space; can make due with pallet jacks if need be
 - Ability for patients to wait outside overnight — we will bring in security and portable toilets
- Large room/area for volunteer meals (seating for 200 at a time plus buffet lines)
- Central Office/Command Center which will require electricity for 6-8 computers, copier and Wired Internet connection (close proximity to clinic floor is best and room must be able to be secured).
- Large room for Childcare area (approximately 1,000+ square feet), ideally next to restrooms and able to be secured.
- 800 parking spaces

Additionally, we will need approximately **(175) 8-foot tables** as well as folding chairs/other **seating for 1,000 people**. Basic pipe and draping will also be needed (if facility can't provide, IDF does have a contact for pipe and drape).

FOOD AND BEVERAGES:

Meals and snacks are provided to our many volunteers, during set-up, tear-down, and throughout the days of the clinic. Additionally, we provide patients with snacks as many are there for extended hours without access to other food or beverage. With so many volunteers and patients this is a big expense and we need to be able to bring in outside food and beverage rather than purchasing it all from the venue or receive it at a greatly reduced cost. In the past we have always been granted special permission to bring in donated food and beverage from licensed vendors (McDonald's, Hy-Vee, local pizza places, other restaurants/catering facilities, and student culinary programs as well as pre-packaged foods from Sam's Club, Walmart, etc.). We have hospitality volunteers that are specifically tasked with receiving, setting up and serving these items. We have also been granted access to the facility's food storage and prep areas as needed when available on site.



OTHER CONSIDERATIONS:

- On-site and overnight security may be covered by volunteers or hired through the facility.
- Ability to place portable toilets outside the venue will be necessary for patients waiting in line.
- Use of audio visual equipment on clinic floor and volunteer lounge as required.
- Loading dock off or near the clinic floor to unload equipment from a semi-truck.

Bio-waste, including anything with blood on it and/or extracted teeth or bone fragments, will be disposed of properly.

PREFERRED DATES: Thursday – Saturday date patterns listed in order of preference:
September 30 – October 2, 2021
November 4 – 6, 2021

HISTORICAL SITES:

- 2019 – RiverCenter, Davenport, Iowa
- 2018 – Tyson Events Center, Sioux City, Iowa
- 2017 – US Cellular Center, Cedar Rapids, Iowa
- 2016 - Five Flags Center, Dubuque, Iowa
- 2015 – Mid-American Center, Council Bluffs, Iowa
- 2014 – Sullivan Brothers Convention Center, Waterloo, Iowa
- 2013 – Varied Industries Building, Iowa State Fairgrounds
Des Moines, Iowa
- 2012 – River Center, Davenport, Iowa
- 2011 – Tyson Events Center, Sioux City, Iowa
- 2010 – US Cellular Center, Cedar Rapids, Iowa
- 2009 – Iowa Speedway, Newton, Iowa
- 2008 – Sullivan Brothers Convention Center, Waterloo, Iowa

FUTURE SITES: 2020 – Varied Industries Building, Iowa State Fairgrounds,
Des Moines, Iowa

ANTICIPATED ATTENDANCE:
Approximately 500+ Volunteers each day of the clinic plus
approximately 1,000 – 1,200 two-day total of patients.



VOLUNTEER GROUP ROOM BLOCK NEEDS:

DAY	STAFF	STANDARD	TOTAL ROOMS
WED	5	15	20
THU	5	70	75
FRI	5	70	75
SAT	5	15	20

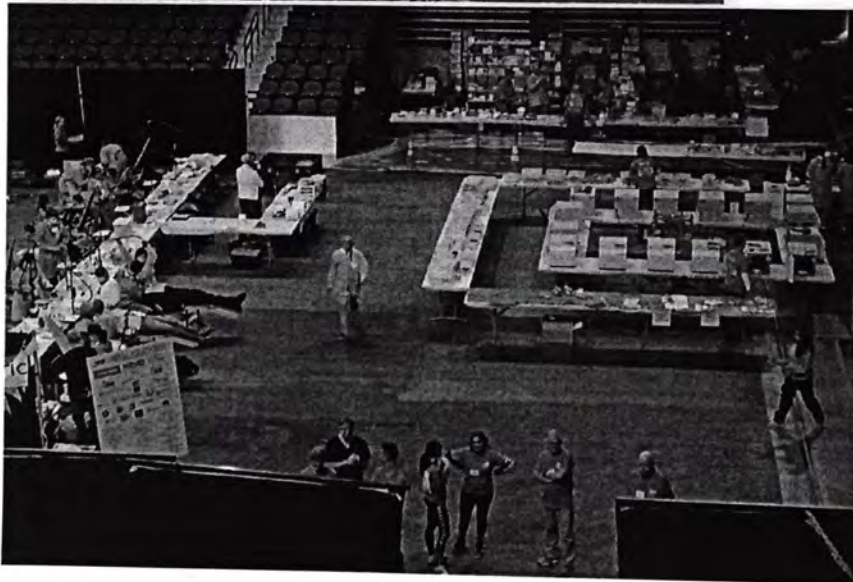
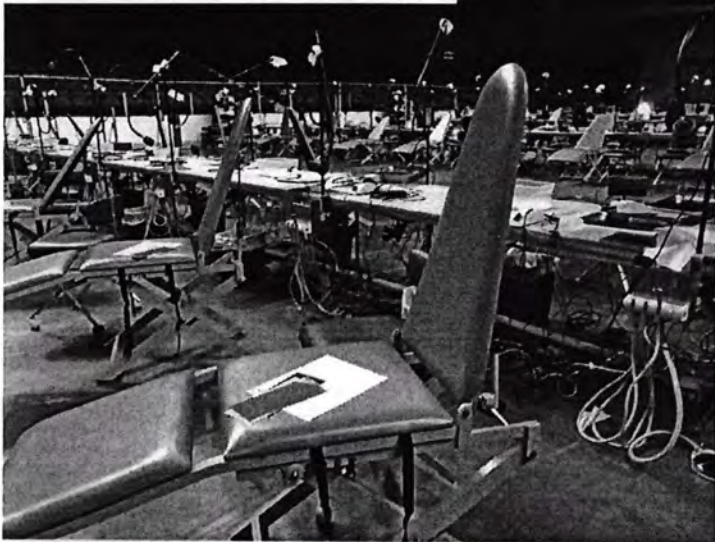
- Hotel(s) in close proximity to event venue to house volunteers – walkable to event venue ideal
- Volunteers pay for their own housing costs, therefore lowest rate possible preferred
- On site banquet facility to hold Friday evening awards dinner for approximately 125 people

\ \$4K - \$5K

Additional information can be found at www.iowadentalfoundation.org and www.iowamom.org.

*paid by
IMOM*

Photos from 2018 Iowa MOM - Tyson Events Center, Sioux City, IA



City of Ottumwa

Staff Summary

FILED
2020 MAR 12 PM 1:57
CITY OF OTTUMWA

Council Meeting of: March 17, 2020

Item No. 45-2020

Finance
Department

Kala Mulder
Prepared By
[Signature]
Dept. Head

Phil Rath *FR*
City Administrator

Agenda Title: Resolution 45-2020 Adopting the Annual Budget for the Fiscal Year Ending June 30, 2021.

.....
 If this box is checked a public hearing is required.

Recommendation:

- A. Open the public hearing.
- B. Presentation by City Staff & Receive comments, Call for written and oral objections.
- C. Close public hearing.
- D. Pass and adopt Resolution No. 45-2020

Discussion: A public hearing has been conducted for citizen comments prior to consideration of this resolution. The City decreased the Transit and Trust & Agency levy and increased the Debt Service levy. The total tax levy will stay the same at \$22.4565 on non-agricultural property and \$3.00375 on agricultural property.

RESOLUTION NO. 45-2020

**A RESOLUTION ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR ENDING
JUNE 30, 2021.**

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

The annual budget for fiscal year ending June 30, 2021, as set forth in the Budget Summary Certificate and in the detailed budget in support thereof showing the revenue estimates and appropriation expenditures and allocations to functions and activities for said fiscal year is adopted, and the Director of Finance is directed to make the filings required by law and set up the books in accordance with the summary and details as adopted.

APPROVED, PASSED, AND ADOPTED this 17th day of March 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

90-868

Adoption of Budget and Certification of City Taxes

FISCAL YEAR BEGINNING JULY 1, 2020 - ENDING JUNE 30, 2021

Resolution No.: _____

The City of: OTTUMWA

County Name: WAPELLO

Date Budget Adopted: _____

(Date xxxxxx)

The below signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages. Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

County Auditor Date Stamp		Telephone Number		Signature		
<div style="border: 1px solid black; width: 100%; height: 100%;"></div>		January 1, 2019 Property Valuations				Last Official Census <div style="border: 1px solid black; padding: 5px; width: 100px; text-align: center;">25,023</div>
		With Gas & Electric		Without Gas & Electric		
		2a	613,813,137	2b	595,773,936	
		3a	624,047,660	3b	606,008,459	
		4a	958,220			

Code		Dollar	Purpose	(A)	(B)	(C)
Sec.	Limit			Request with Utility Replacement	Property Taxes Levied	Rate
384.1	8.10000		Regular General levy	5 4,971,886	4,825,769	43 8.10000
Non-Voted Other Permissible Levies						
12(8)	0.67500		Contract for use of Bridge	6	0	44 0
12(10)	0.95000		Opr & Maint publicly owned Transit	7 457,290	443,852	45 0.74500
12(11)	Amt Nec		Rent, Ins. Maint of Civic Center	8	0	46 0
12(12)	0.13500		Opr & Maint of City owned Civic Center	9 82,865	80,429	47 0.13500
12(13)	0.06750		Planning a Sanitary Disposal Project	10	0	48 0
12(14)	0.27000		Aviation Authority (under sec.330A.15)	11	0	49 0
12(15)	0.06750		Levee Impr. fund in special charter city	13	0	51 0
12(17)	Amt Nec		Liability, property & self insurance costs	14 349,873	339,591	52 0.57000
12(21)	Amt Nec		Support of a Local Emerg.Mgmt.Comm.	462	0	465 0
Voted Other Permissible Levies						
12(1)	0.13500		Instrumental/Vocal Music Groups	15	0	53 0
12(2)	0.81000		Memorial Building	16	0	54 0
12(3)	0.13500		Symphony Orchestra	17	0	55 0
12(4)	0.27000		Cultural & Scientific Facilities	18	0	56 0
12(5)	As Voted		County Bridge	19	0	57 0
12(6)	1.35000		Missi or Missouri River Bridge Const.	20	0	58 0
12(9)	0.03375		Aid to a Transit Company	21	0	59 0
12(16)	0.20500		Maintain Institution received by gift/devise	22	0	60 0
12(18)	1.00000		City Emergency Medical District	463	0	466 0
12(20)	0.27000		Support Public Library	23 165,730	160,859	61 0.27000
28E.22	1.50000		Unified Law Enforcement	24	0	62 0
Total General Fund Regular Levies (5 thru 24)				25 6,027,644	5,850,500	
384.1	3.00375		Ag Land	26 2,878	2,878	63 3.00375
Total General Fund Tax Levies (25 + 26)				27 6,030,522	5,853,378	Do Not Add
Special Revenue Levies						
384.8	0.27000		Emergency (if general fund at levy limit)	28 128,901	125,113	64 0.21000
384.6	Amt Nec		Police & Fire Retirement	29 1,161,789	1,127,645	1.89274
	Amt Nec		FICA & IPERS (if general fund at levy limit)	30 770,589	747,941	1.25541
Rules	Amt Nec		Other Employee Benefits	31 3,629,107	3,522,454	5.91240
Total Employee Benefit Levies (29,30,31)				32 5,561,485	5,398,040	9.06055
Sub Total Special Revenue Levies (28+32)				33 5,690,386	5,523,153	
Valuation						
386	As Req					
			With Gas & Elec	Without Gas & Elec		
SSMID 1	(A)	3,583,673	(B)	3,583,673	34 3,584	3,584
SSMID 2	(A)	6,006,414	(B)	6,006,414	35 12,013	12,013
SSMID 3	(A)	3,530,723	(B)	3,530,723	36 10,593	10,593
SSMID 4	(A)		(B)		37 0	0
SSMID 5	(A)		(B)		555 0	0
SSMID 6	(A)		(B)		556 0	0
SSMID 7	(A)		(B)		1177 0	0
SSMID 8	(A)		(B)		1185 0	0
Total Special Revenue Levies				39 5,716,576	5,549,343	
384.4	Amt Nec		Debt Service Levy 76.10(6)	40 2,100,513	2,039,794	70 3.36595
384.7	0.67500		Capital Projects (Capital Improv. Reserve)	41	0	71 0
Total Property Taxes (27+39+40+41)				42 13,847,611	13,442,515	72 22.45650

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following:
 Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

- 1) The prescribed Notice of Public Hearing Budget Estimate (Form 531.1) was lawfully published, or posted if applicable, filed proof was evidenced.
- 2) Budget hearing notices were published or posted not less than 10 days, nor more than 20 days, prior to the budget hearing.
- 3) Adopted property taxes do not exceed published or posted amounts.
- 4) Adopted expenditures do not exceed published or posted amounts in each of the nine program areas, or in total.
- 5) Number of the resolution adopting the budget has been included at the top of this form.
- 6) The budget file uploaded to the SUBMIT Area matched the paper copy certified by the city to this office.
- 7) The long term debt schedule (Form 703) shows sufficient payment amounts to pay the G.O. debt certified by the city to this office.

PROOF OF PUBLICATION

STATE OF IOWA
 WAPELLO COUNTY

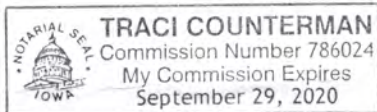
I, Ron Gutierrez, being duly sworn on my oath, say I am the Publisher of the Ottumwa Courier, a newspaper printed in said Wapello County, Iowa and of general circulation there in, and that the advertisement

BUDGET

CITY OF OTTUMWA

hereto attached was published in said
 newspaper for 1 consecutive week's to-wit: 3/6/20 Subscribed and sworn to before me,

and in my presence, by the said 6TH day of MARCH, 2020



Notary Public

In and for Wapello County

Printer's fee \$124.99

COPY OF ADVERTISEMENT

Form 631.1

NOTICE OF PUBLIC HEARING
BUDGET ESTIMATE
 FISCAL YEAR BEGINNING JULY 1, 2020 - ENDING JUNE 30, 2021

City of OTTUMWA, Iowa

The City Council will conduct a public hearing on the proposed Budget at CITY HALL
 on 3/17/2020 at 5:30PM

The Budget Estimate Summary of proposed receipts and expenditures is shown below.
 Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor,
 City Clerk, and at the Library.
 The estimated Total tax levy rate per \$1000 valuation on regular property ... 22.45650
 The estimated tax levy rate per \$1000 valuation on Agricultural land is ... 3.00375
 At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of,
 any part of the proposed budget. The city budget is subject to protest. More information on protest can
 be found at <https://dom.iowa.gov/local-gov-appeals>

641-683-0622 KALA MULDER, DIRECTOR OF FINANCE
 phone number City Clerk/Finance Officer's NAME

		Budget FY 2021 (a)	Re-est. FY 2020 (b)	Actual FY 2019 (c)
Revenues & Other Financing Sources				
Taxes Levied on Property	1	13,442,515	13,454,303	13,199,853
Less: Uncollected Property Taxes-Levy Year	2	10,000	10,000	0
Net Current Property Taxes	3	13,432,515	13,444,303	13,199,853
Delinquent Property Taxes	4	0	0	10,688
TIF Revenues	5	606,275	801,032	622,062
Other City Taxes	6	4,358,339	4,276,699	4,298,255
Licenses & Permits	7	350,266	353,846	290,344
Use of Money and Property	8	1,151,973	1,176,766	1,024,194
Intergovernmental	9	6,397,986	13,121,765	9,148,661
Charges for Services	10	17,919,345	17,194,072	17,033,767
Special Assessments	11	44,000	42,000	36,734
Miscellaneous	12	1,391,484	4,049,600	3,101,190
Other Financing Sources	13	2,600,000	2,200,000	7,765,038
Transfers In	14	14,990,726	13,934,512	13,358,424
Total Revenues and Other Sources	15	63,242,909	70,594,595	70,091,210
Expenditures & Other Financing Uses				
Public Safety	16	9,248,785	9,675,936	9,178,880
Public Works	17	7,632,731	7,602,908	6,904,428
Health and Social Services	18	687,287	967,755	870,806
Culture and Recreation	19	2,409,341	2,908,499	2,485,057
Community and Economic Development	20	444,503	872,935	1,991,404
General Government	21	3,111,127	3,216,224	2,981,453
Debt Service	22	3,769,551	4,180,475	3,933,276
Capital Projects	23	8,873,394	15,631,172	9,054,552
Total Government Activities Expenditures	24	36,176,719	45,065,904	37,399,856
Business Type / Enterprises	25	14,605,518	15,652,381	14,126,132
Total ALL Expenditures	26	50,782,237	60,708,285	51,525,988
Transfers Out	27	14,990,726	13,934,512	13,358,424
Total Expenditures/Transfers Out	28	65,772,963	74,642,797	64,884,412
Excess Revenues & Other Sources Over				
(Under) Expenditures/Transfers Out	29	-2,530,054	-4,048,202	5,206,798
Beginning Fund Balance July 1	30	37,350,825	41,399,027	36,192,229
Ending Fund Balance June 30	31	34,820,771	37,350,825	41,399,027

PH
 Approve FY 21 Budget

FILED
2020 MAR 12 AM 10:25
CITY OF OTTUMWA

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 17, 2020

Health & Inspections
Department

Jody Gates
Prepared By
Kevin C Flanagan *KCF*
Department Head *3-9-20*

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution No. 43 - 2020, a resolution removing a special assessment applied to vacant lot 1744 Mable Street Parcel #00711000061000 on Resolution No. 286 - 2016

****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. 43 - 2020

DISCUSSION: The City mowed property at 1744 Mable Street in 2016 and subsequently assessed the mowing costs to the property taxes. At the time of this action the property was owned by Larry Wiseman. In 2017 the City obtained title to 1744 Mable Street via 657A action, removed the derelict house and then offered the vacant lot for sale. In 2019 Lorenzo Silva purchased 1744 Mable Street along with 3 adjacent properties with plans to construct a vehicle repair shop. Some time after purchasing the properties, Mr. Silva found there were past taxes and a special assessment owed on the properties. Mr. Silva approached Wapello County to compromise the past taxes and it's the City's understanding

Source of Funds:

Budgeted Item: Budget Amendment Needed:

the County will do this; however Wapello County needs the City to agree to the removal of the special weed mowing assessment, presently in the amount of \$154. This resolution will remove that assessment.

RESOLUTION NO. 43 – 2020

A RESOLUTION REMOVING A SPECIAL ASSESSMENT APPLIED TO VACANT LOT 1744 MABLE STREET PARCEL NUMBER 007411000061000 ON RESOLUTION NO. 286 - 2016

WHEREAS, the City of Ottumwa mowed grass and weeds on the above referenced property parcel in 2016; and

WHEREAS, the Code of Iowa, Section 364. 12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax; and

WHEREAS, the City assessed \$ 100.00 in mowing fees on Resolution No. 286 — 2016, which has accrued penalty in the amount of \$49. 00 plus a \$ 5.00 county administration fee; and

WHEREAS, the City took title to the above referenced property via the 657A process and the City subsequently demolished the derelict house on the property; and

WHEREAS, in 2019 the above referenced property along, with 3 other pieces of property on Mable Street, was sold to Lorenzo Silva for the purpose of constructing a vehicle repair shop; and

WHEREAS, at the time of the sale the City did not remove the weed assessment as it was presumed that the weed assessment was removed as a result of the 657A action, and

WHEREAS, Mr. Silva has approached the County to compromise all of the past due taxes on the lots he purchased, including the special assessment; and

WHEREAS, the City must approve removing the special assessment before the County can proceed with that action.

NOW, THEREFORE BE IT RESOLVED THAT, the special assessment for the vacant lot 1744 Mable Street, Parcel No. 007411000061000, in the amount of \$ 100. 00 plus penalty and administration fees be removed from Resolution No. 286 — 2016.

Passed and adopted this 17th day of March 2020.

CITY OF OTTUMWA, IOWA

Tom X Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

STATEMENT OF TAXES

Laurie L. Fountain
 Wapello County Treasurer
 101 W Fourth St
 Ottumwa, IA 52501-2518 (641) 683-0040
 wapcotreas@wapellocounty.org

Date 03/01/2020

Entity#: 129560
 Name: City Of Ottumwa
 Address: 105 E Third
 City: Ottumwa, IA 52501

Statement amounts reflect calculation through end of 3/2020

Receipt Key Dist Parcel/V.I.N.	1st Tax 2nd Due	Interest Due	Drainage INT Due	Cost	Total Due
2017/2018-10-27717-01	100.00	45.00		4.00	
400- 1 00741-100-0061-000 1744 MABLE OTTUMWA	100.00	36.00			285.00
2017/2018-90-00079-01	100.00	45.00		9.00	
400- 1 00741-100-0061-000 1744 MABLE OTTUMWA - OTTUMWA WEED RES#286-2016					154.00
2016/2017-10-17070-01	62.00	39.00		4.00	
400- 1 00741-100-0061-000 1744 MABLE OTTUMWA	62.00	33.00			200.00

Spec-100.00 Real-324.00
 Acre: .00

Tax Due:	424.00
Interest Due:	198.00
Drainage Interest Due:	
Cost/Admin. Due:	17.00
Grand Total Due:	639.00
Total Consolidated Tax:	639.00

FILED

2020 MAR 19

CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of: Mar 17, 2020

Jody Gates

Prepared By

Kevin C Flanagan *KCF*
Department Head *3-9-20*

Health & Inspections
Department

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution No. 44 - 2020, a resolution by the Ottumwa City Council fixing an amount for abating a nuisance against certain lots in the City of Ottumwa, Iowa

****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. 44 - 2020

DISCUSSION:

The City removed a dead ^{tree} from the property at 1022 Plum and the cost was billed to the owner. The invoice remains unpaid therefore this resolution will assess the cost of \$18,621.56 to the real estate taxes.

RESOLUTION NO. 44 – 2020

A RESOLUTION BY THE OTTUMWA CITY COUNCIL FIXING AN AMOUNT FOR ABATING A NUISANCE AGAINST CERTAIN LOTS IN THE CITY OF OTTUMWA, IOWA

WHEREAS, the nuisances existing on properties located at 1022 Plum and 137 S. Van Buren were abated by the City of Ottumwa; and

WHEREAS, the Code of Iowa, Section 364.12, allows the City Council to assess costs of abating nuisances against real estate taxes in the same manner as the property tax; and

WHEREAS, said costs are as follows:

1. 1022 Plum – legal description – the North one-half of Lot 1 Block 11 in Blake's Addition to the City of Ottumwa, Wapello County, Iowa – owners Larry Stroud and Beth Luke and the nuisance abatement costs are \$1,810.00 – Parcel #007410120091000
2. 137 S. Van Buren – legal description – Lot 12 Block 1 in Manning's Second Addition to the City of Ottumwa, Wapello County, Iowa, owners Thomas Rimmer and Donna Mendoza and the nuisance abatement costs are \$16,811.56 – Parcel #007411010010000

NOW, THEREFORE BE IT RESOLVED THAT the foregoing amounts are assessed against the respective properties as set forth hereinabove.

Passed and adopted this 17th day of March 2020

City of Ottumwa, Iowa

ATTEST:

Tom X. Lazio, Mayor

Christina Reinhard, City Clerk

FILE
2020 MAR 12 PM 3:20
CITY OF OTTUMWA
CITY OF OTTUMWA
Staff Summary

**** ACTION ITEM ****

Council Meeting of : Mar 17, 2020

Airport
Department

Chris Cobler
Prepared By
Phillip Rath
Department Head


City Administrator Approval

AGENDA TITLE: **Resolution # 47-2020**

 ****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 # 47-2020 A resolution awarding T&K Roofing & Sheet Metal, Inc. from Ely, Iowa for the Building #34 reroofing project at the Ottumwa Regional Airport.**

DISCUSSION: A severe wind storm in October of 2019 created some damage to the main roof of Bldg #34 at the airport. After inspection by the insurance company, they determined the roof needed to be replaced. The airport received a claim check for \$37,376.85 after deductible. Eight bids were received on April 4 to replace the roof. This resolution awards the bid from T&K Roofing & Sheet Metal, Inc. of Ely, Iowa in the amount of \$30,575.52. This was presented and approved by the Airport Advisory Board on 3-10-2020.

Source of Funds: Airport Fund Balance

Budgeted Item: Budget Amendment Needed:

RESOLUTION NO. 47-2020

A RESOLUTION AWARDING THE CONTRACT AND APPROVING THE CONTRACT, BONDS AND CERTIFICATE OF INSURANCE FOR BUILDING #34 REROOFING PROJECT AT THE OTTUMWA REGIONAL AIRPORT

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

WHEREAS, bids were received proper and mathematically correct; and,

WHEREAS, the City Council of the City of Ottumwa, Iowa awarded the contract to T&K Roofing & Sheet Metal, Inc. of Ely, Iowa, in the amount of \$30,575.52 based on total unit price and estimated quantities; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the Ottumwa City Council of the City of Ottumwa, Iowa, that: The contract, bonds and certificate of insurance with T&K Roofing & Sheet Metal, Inc. of Ely, Iowa, for the above referenced project are hereby approved.

APPROVED, PASSED AND ADOPTED, this 17th day of March, 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk

BID TABULATION FOR

Ottumwa Airport - Reroofing Bldg #34

Bid Opening: March 4, 2020 2:00 PM

	Contractor	Lower North Roof		Main Upper Roof		Total
		SIZE	EXTENSION	SIZE	EXTENSION	
1	T & K Roofing	536 SF	\$2,186.88	6958 SF	\$28,388.64	\$ 30,575.52
2	For Sure Roofing and Sheetmetal		\$4,560.00		\$26,880.00	\$ 31,440.00
3	JR Roofing, LLC		\$2,584.00		\$30,616.00	\$ 33,200.00
4	Dearborn Roofing, Inc.		\$5,000.00		\$30,700.00	\$ 35,700.00
5	Rubel Roofing Company		\$3,740.00		\$34,730.00	\$ 38,470.00
6	Heartland Roof Solutions LLC		\$42,026.00		\$3,294.00	\$ 45,320.00
7	Black Hawk Roof Company		\$4,700.00		\$44,400.00	\$ 49,100.00
8	Frank Millard & Company		\$12,000.00		\$55,500.00	\$ 67,500.00
	Engineer's Opinion of Cost					\$ 45,000.00

I HEREBY CERTIFY THAT THIS IS A TRUE TABULATION
 OF THE BIDS RECEIVED AT 2:00 P.M. ON DATE OF BID OPENING
 BY: Dwight L. Dohlman, P.E.

ENGINEERING DEPARTMENT
CITY OF OTTUMWA, IOWA

PROPOSAL FOR REROOFING BLDG #34 AT THE OTTUMWA AIRPORT.

MARCH 3, 2020

Date

TO WHOM IT MAY CONCERN:

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

Bid Items:

<u>Bldg #34 Reroofing</u>	QTY	UNIT	PRICE	EXTENSION
Bid Items:				
1. Lower North Roof (App.536 sf)	1	LS	\$ <u>4.08</u>	\$ <u>2,186.88</u>
2. Main Upper Roof (App. 6958 sf)	1	LS	\$ <u>4.08</u>	\$ <u>28,388.64</u>
			TOTAL	\$ <u>30,575.52</u>

April 20, 2020

APPROXIMATE START DATE

15-Year No Dollar Limit Watertightness Manufacturer's Warranty
WARRANTY, (Specify)

June 1, 2020 Completion

TIME REQUIRED (Or Specify)

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

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

T&K ROOFING & SHEET METAL, INC. 319.848.4191

Name of Company

Phone Number

By [Signature]

Authorized Signature

MARCH 3, 2020

Date

T&K ROOFING & SHEET METAL INC.

EXPERIENCE THE DIFFERENCE

Ely Office: 101 T & K Drive, PO Box 279
Ely, Iowa 52227-0279
PHONE (319) 848-4191 FAX (319) 848-4448

PROPOSAL & AGREEMENT

Customer:	City of Ottumwa	Proposal #:	490094
Address:	105 E. 3 rd Street Ottumwa, IA 52501	Proposal Date:	March 3, 2020
Contact:	Dwight Dohlman	Project:	Building 34 Ottumwa Airport
Phone:	641-683-0680	Approx. Sq.Ft.:	7,494 s.f.

Scope of Work:

- 1 Provide Performance Payment Bond.
- 2 Obsolete equipment & supports to be removed by other prior to roof construction.
- 3 Patch resulting holes in deck with ¾" plywood.
- 4 Remove & dispose of obsolete pitched roof & structure at north end of low roof.
- 5 Leave existing roof system, edge metal, gutters, and downspouts in place.
- 6 Slice existing membrane. Every square foot of membrane must have at least one slice.
- 7 Furnish and install Firestone ½" Isogaurd mechanically fastened in place utilizing TPO coated Invisiweld plates.
- 8 Furnish and install ½" x 3 1/2" plywood at perimeter.
- 9 Furnish and install Firestone Building Product's 45 mil white TPO single ply membrane induction welded to the TPO coated Invisiweld plates.
- 10 Furnish and install 24-ga kynar coated steel edge metal.
- 11 Furnish and install aluminum termination bar at low roof wall.
- 12 Upon completion deliver Firestone Building Product's 15-year labor and material warranty against leaks.

Total Project Price: **\$30,575.52**



Jim Agne, T & K Roofing & Sheet Metal, Inc.

MARCH 3, 2020
Date

Ely Office: 101 T & K Drive PO Box 279
 Ely, Iowa 52227
 PHONE(319)-848-4191 FAX(319)-848-4448

Letter Transmittal

To: City of Ottumwa
 105 E Third St
 Ottumwa, IA 52501

Attention: Dwight Dohlman

Re: Ottumwa Airport Bldg 34 Roof

From: Krista Nelson
 319-848-4191
 knelson@tkroofing.com

We are sending you			
<input checked="" type="checkbox"/> Attached			
<input checked="" type="checkbox"/> Subcontract	<input type="checkbox"/> Warranty	<input type="checkbox"/> Lien Waivers	<input type="checkbox"/> Davis Bacon Reports
<input checked="" type="checkbox"/> Certificate of Insurance	<input type="checkbox"/> Change Order	<input type="checkbox"/> Samples	<input type="checkbox"/> Statement of Compliance
<input checked="" type="checkbox"/> Bonds	<input type="checkbox"/> Schedule of Values	<input type="checkbox"/> Specification	<input type="checkbox"/> Other: Important Roof Information

Document Type	Copies	Date	Description
Performance & Payment Bonds	2	03/09/2020	
COI	1	03/09/2020	
Contract	1	03/09/2020	

These are transmitted as checked below			
<input checked="" type="checkbox"/> For Approval	<input type="checkbox"/> Approved as Submitted	<input type="checkbox"/> Resubmit copies for approval	
<input checked="" type="checkbox"/> For Your Use	<input type="checkbox"/> Approved as Noted	<input type="checkbox"/> Submit ___copies for distribution	
<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned for Corrections	<input type="checkbox"/> Return ___copy to T & K Roofing	

CONTRACT

This contract made and entered into in duplicate at Ottumwa, IA this 17 day of MAR 2020 by and between the CITY OF OTTUMWA, IA hereinafter called the "OWNER" and T+K ROOFING hereinafter called the "CONTRACTOR."

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, transportation and equipment necessary to fulfill the contract consisting of: PROPOSAL FOR REROOFING BLDG #34 AT THE OTTUMWA AIRPORT as stated in the attached RFP. RFP and signed proposal included as part of this contract.

In the following location to wit; BLDG #34, SOUTH TRUMAN STREET, AIRPORT, OTTUMWA, IA.

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

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

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

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

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

Upon completion of said work, the Owner agrees to pay to the Contractor therefore, the prices as set out in RFP #5X said payment to be made upon presentation of an invoice for aforesaid improvement.

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

Contractor hereby agrees to and shall defend, indemnify and save harmless the Owner and any jurisdiction or agency issuing permits for any work included in the improvement, their officers, agent and representatives from all suits, actions, loss, damage, expense, cost, or claims of any character or any nature brought on account of any injuries including death or damage sustained by any person or property arising out of the work done, whether such injuries to person or damage to property are due or claim to be due to any negligence of the Owner, it's employees or agents or any other person, in fulfillment of the Contract under the terms of this agreement, or on account of any act or omission by the Contractor or his agents, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, by-laws, ordinance or order of decree.

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

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

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

CITY OF OTTUMWA

Tom X. Lazio, Mayor

ATTEST:

Chris Reinhard, City Clerk



Contractor

T&K ROOFING & SHEET METAL, INC.

Address
101 T&K DRIVE, ELY, IA 52227
City, State, Zip

SECTION 00510
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

T & K Roofing Company dba T & K Roofing & Sheet Metal Co.

(Name of Contractor)

101 T & K Drive, Ely, IA 52227

(Address of Contractor)

a Corporation

(Corporation, Partnership, or Individual)

, hereinafter called Principal, and

United Fire & Casualty Company

(Name of Surety)

P.O. Box 73909, Cedar Rapids, IA 52407-3909

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Thirty Thousand, Five Hundred Seventy Five Dollars and Fifty Two Cents (\$ 30,575.52) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 17 day of March, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

AIRPORT BUILDING #34 REROOFING


Ottumwa, Iowa

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the two (2) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.


PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 26 day of March, 2020.

ATTEST:


(Principal) Secretary

(SEAL) 



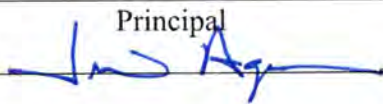
(Witness as to Principal)

101 T & K Drive

Ely, IA 52227

(Address)

T & K Roofing Company dba T & K Roofing & Sheet Metal Co.

Principal
By  (s)

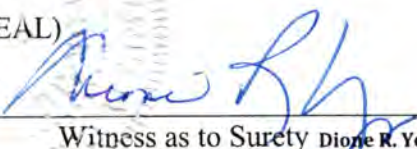
101 T & K Drive

Ely, IA 52227

(Address)

ATTEST:


(Surety) Secretary Stacie Christensen

(SEAL) 

Witness as to Surety Dione R. Young

Holmes, Murphy and Associates, LLC

2727 Grand Prairie Parkway, Waukee, IA 50263

(Address)

United Fire & Casualty Company (s)

Surety

By 

Attorney-in-Fact Anne Crowner

Holmes, Murphy and Associates, LLC

2727 Grand Prairie Parkway, Waukee, IA 50263

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

SECTION 00520
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

T & K Roofing Company dba T & K Roofing & Sheet Metal Co.

(Name of Contractor)

101 T & K Drive, Ely, IA 52227

(Address of Contractor)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

United Fire & Casualty Company

(Name of Surety)

P.O. Box 73909, Cedar Rapids, IA 52407-3909

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

City of Ottumwa, Iowa

(Name of Owner)

105 East Third Street, Ottumwa, Iowa 52501

(Address of Owner)

hereinafter called OWNER, in the penal sum of Thirty Thousand Five Hundred Seventy Five Dollars and Fifty Two Cents
(\$ 30,575.52) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this 17 day of March, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

AIRPORT BUILDING #34 REROOFING


Ottumwa, Iowa

Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

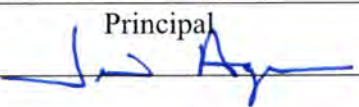
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 26 day of March, 2020.

ATTEST:


(Principal) Secretary

T & K Roofing Company dba T & K Roofing & Sheet Metal Co.

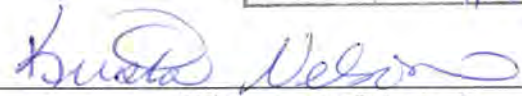
By  (s)
Principal

(SEAL)  KRISTA NELSON
Commission Number 766455
My Commission Expires 1/27/23

101 T & K Drive

Ely, IA 52227

(Address)



(Witness as to Principal)
101 T & K Drive

Ely, IA 52227

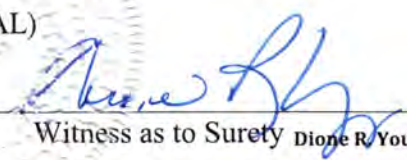
(Address)

ATTEST:

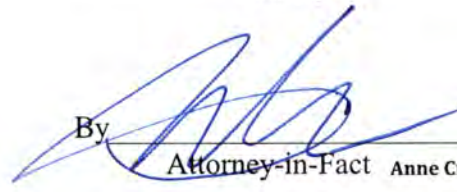

(Surety) Secretary Stacie Christensen

United Fire & Casualty Company (s)

Surety

(SEAL) 

Witness as to Surety Dione R. Young

By 

Attorney-in-Fact Anne Crowner

Holmes, Murphy and Associates, LLC

2727 Grand Prairie Parkway, Waukee, IA 50263

(Address)

Holmes, Murphy and Associates, LLC

2727 Grand Prairie Parkway, Waukee, IA 50263

(Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint **CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, STACY VENN, SHIRLEY BARTENHAGEN, DIONE R. YOUNG, KEVIN J. KNUTSON, MICHELLE GRUIS, KATHLEEN BREWER, SETH D. ROOKER, SYDNEY BURNETT, EACH INDIVIDUALLY**

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed **\$100,000,000.00** and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.


This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2. Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of January, 2014

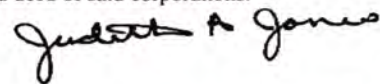
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: 
 Vice President

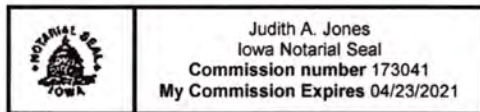


State of Iowa, County of Linn, ss:

On 15th day of January, 2014, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

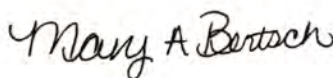


Notary Public
 My commission expires: 04/23/2021



I, Mary A. Bertsch, Assistant Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, _____.

By: 

Assistant Secretary,
 UF&C & UF&I & FPIC



EARLIER NOTICE OF CANCELLATION AND/OR NONRENEWAL

Notice of Cancellation and/or Nonrenewal to other Person(s) or Organization(s)

SCHEDULE

Name of Person(s) or Organization(s):

Blanket as required by written contract

Notice of Cancellation Other Than Nonpayment	Number of Days Notice	<u>30</u>
Notice of Cancellation Nonpayment of Premium	Number of Days Notice	<u>30</u>
Notice of Nonrenewal	Number of Days Notice	<u>30</u>

As indicated in the Schedule above, we will mail or deliver written Notice of Cancellation for a statutorily permitted reason and/or Notice of Nonrenewal to the person(s) or organization(s) shown.

Unless a specified "Number of Days Notice" is shown above, the Notice of Cancellation and/or Notice of Nonrenewal will be mailed or delivered as indicated within the policy.

Chad Peterson

Argent

E-mail Form



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
- A. unless paragraph B. below applies,
 - 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 - 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 - 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 - 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written**

4002009860123538985462





CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

TABLE OF CONTENTS

1. Additional Insureds
2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance
3. Bodily Injury – Expanded Definition
4. Broad Knowledge of Occurrence/ Notice of Occurrence
5. Broad Named Insured
6. Broadened Liability Coverage For Damage To Your Product And Your Work
7. Contractual Liability - Railroads
8. Electronic Data Liability
9. Estates, Legal Representatives and Spouses
10. Expected Or Intended Injury – Exception for Reasonable Force
11. General Aggregate Limits of Insurance – Per Project
12. In Rem Actions
13. Incidental Health Care Malpractice Coverage
14. Joint Ventures/Partnership/Limited Liability Companies
15. Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control
16. Liquor Liability
17. Medical Payments
18. Non-owned Aircraft Coverage
19. Non-owned Watercraft
20. Personal And Advertising Injury – Discrimination or Humiliation
21. Personal And Advertising Injury - Contractual Liability
22. Property Damage - Elevators
23. Supplementary Payments
24. Unintentional Failure To Disclose Hazards
25. Waiver of Subrogation – Blanket
26. Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs

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**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:





Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or



Contractors' General Liability Extension Endorsement

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
- b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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Page 6 of 17

Nat'l Fire Ins Co of Hartford

Insured Name: T & K ROOFING & SHEET METAL CO.

Policy No: 6012353898

Endorsement No:

Effective Date: 04/01/2019



Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



Contractors' General Liability Extension Endorsement

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
 - b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and
- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:
 - i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).
 - ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.
 - iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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**Contractors' General Liability Extension Endorsement**

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



Contractors' General Liability Extension Endorsement

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage or personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. **LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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Contractors' General Liability Extension Endorsement

j. **Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



Contractors' General Liability Extension Endorsement

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
(2) the amount shown in the Declarations for Medical Expense Limit.

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**Contractors' General Liability Extension Endorsement**

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:



Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- 1. Paragraph **2.d.** is replaced by the following:
 - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
- 2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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**Contractors' General Liability Extension Endorsement**

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

**Contractors' General Liability Extension Endorsement**

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



CNA PARAMOUNT

Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.



or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom a **claim** is made.

U. Transfer of Interest

Form No: CNA75504XX (03-2015)

Policy Page: 21 of 32

Underwriting Company: Continental Ins. Co, 333 S Wabash Ave, Chicago, IL 60604

Policy No: 6012353920

Policy Effective Date: 04/01/2019

Policy Page: 33 of 53



Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the **policy period**; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. **suit**; or

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

IA-Any party with whom the Insured agrees to waive subrogation-WC000313 applies

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

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

Endorsement Effective 04-01-2019
Insured
T&K Roofing Company, Inc
Insurance Company

Policy No.
2070467 06

Endorsement No.
Premium Included

Countersigned by _____

CITY OF OTTUMWA

Staff Summary

**** ACTION ITEM ****

Council Meeting of: March 17, 2020

2020 MAR 12 PM 1:58
OTTUMWA

Alicia Bankson

Prepared By

Larry Seal
Department Head

Engineering

Department

Ally Rtr

City Administrator Approval

AGENDA TITLE: Resolution #49-2020. Awarding CSO, Phase 8, Blake's Branch, Division I Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #49-2020.

DISCUSSION: Phase VIII Division I is the first of four planned Divisions. Phase VIII will install a 36" sanitary truck line from the Elm Street Pump Station north to Main Street, then west on Main Street to Birch Street, then north on Birch Street to Plum Street. New sanitary sewer lines will be installed on Hayne Street and Orchard Street. A separate storm line will be installed on Main Street to pick up previously separated sewer systems starting at Vine Street east to Van Buren Street. Major street reconstruction includes full width full depth PCC reconstruction of Main Street (Vine St to Van Buren), Hayne Street from Iowa Ave to Cherry, Birch St from Main Street to Plum. Work will include a new 8' sidewalk along Main Street. Water mains will be installed while the PCC surface is removed and increased in size for additional flow to the industrial park area. The main transmission line is an extension of the mains previously installed starting at Court Street to Vine Street. Ottumwa Water Works will reimburse the City for the cost of the water mains.

Bids were received and opened by Veenstra & Kimm at the City of Ottumwa on March 10, 2020 at 2:00 p.m. Twenty-one (21) sets of plans were either sent out or downloaded from either the City website or through Veenstra and Kimm, and three (3) bids were received. The low bidder is Langman Construction, Inc. of Rock Island, Illinois in the amount of \$11,742,070.00.

Bid Amount: \$11,742,070.00
Engineers estimate: \$12,100,000.00

Plan Holders' list and bid tab are attached.

Blake's Branch \$5,414,099 (in TIF district) Main Street
Blake's Branch \$1,568,433 (outside TIF) Birch Street
Blake's Branch \$2,502,669 (in TIF district) South of Main Street
OWW \$1,957,173

Source of Funds: TIF, LOST, RU and Sewer Funds

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #49-2020

A RESOLUTION AWARDING THE CSO, PHASE 8, BLAKE'S BRANCH, DIVISION 1 PROJECT

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

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of the above referenced project is made to the lowest responsible bidder, Langman Construction, Inc. of Rock Island, Illinois, in the amount of \$11,742,070.00.

APPROVED, PASSED, AND ADOPTED, this 17th day of March, 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848(FAX) • 800-241-8000 (WATS)

PLAN HOLDERS FOR:

Ottumwa, Iowa
Blake's Branch Sewer Separation, Phase 8, Division 1

Last Update: March 9, 2020

Engineer's Estimate: \$12,100,000

Bids Received: 2:00 P.M., Tues. March 10, 2020

CONTRACTORS

Portzen Construction, Inc.
205 Stone Valley Drive
Dubuque, Iowa 52003
563-557-7642 Phone
563-557-9048 Fax
kmcauliffe@pci-dbq.com

County Materials Corporation
270 Izaak Walton Road
Iowa City, IA 52246
319-358-6960 Phone
tara.odonnell@countymaterials.com

Langman Construction, Inc.
220 34th Avenue
Rock Island, IL 61201
309-786-8944 Phone
309-786-2107 Fax
brian@langmanco.com

Sternquist Construction
1110 N 14th Street
Indianola, IA 50125
515-961-8127 Phone
515-961-8922 Fax
bfreeman@sternquistconstruction.com

LL Pelling
1425 West Penn Street
P.O. Box 230
North Liberty, IA 52317
319-626-4600 Phone
319-626-4605 Fax
brettf@llpelling.com

McAninch Corp.
4001 Delaware Avenue
Des Moines, IA 50313
515-267-2500 Phone
ckinzie@mcaninchcorp.com

Reilly Construction Co., Inc.
110 E Main Street
P.O. Box 99
Ossian, IA 52161
563-532-9211 Phone
563-532-9759 Fax
jkipper@reilly-construction.com

Vanderpool Construction
1100 North 14th Street
Indianola, Iowa 50125
515-961-4682 Phone
515-961-8813 Fax
jamie@vanderpoolinc.com

Iowa Trenchless
222 SE 12th Street
Panora, IA 50216
641-755-4692 Phone
641-755-4361 Fax
jasonk@iowatrenchless.com

J&K Contracting
10703 Justin Drive
Urbandale, IA 50322
515-233-5500 Phone
515-278-2351 Fax
jbouska@jandkcontracting-ia.com

S.M. Hentges & Sons, Inc.
650 Quaker Ave
Jordan, MN 55352
952-492-5700 Phone
952-492-5705 Fax
admin@smhentges.com

Jasper Construction
928 N 19th Avenue E
Newton, IA 50208
641-792-8650 Phone
cliff@jasperco.com

DC Concrete & Construction,
LLC
15479 Emerald RD
Douds, IA 52551-8104
641-919-0636 Phone
dcconstruction.ia@gmail.com

Drish Construction, Inc.
1701 S Main St
Fairfield, IA 52556
641-472-9506 Phone
dayle.drish@gmail.com

Service Signing, LC
3533 W Airline Highway
Waterloo, IA 50703
319-235-9356 Phone
cristi@servicesigning.com

The Driller LLC
5125 East University Ave
Pleasant Hill, IA 50327
515-266-2261 Phone
suebush@thedrillerllc.com

Horizontal Boring & Tunneling
505 South River Avenue
Exeter, NE 68351
402-266-5347 Phone
402-266-5591 Fax
brentm@hbtrenchless.com

EJM Pipe Services, Inc.
14461 Lake Drive
Columbus, MN 55025
651-786-8041 Phone
651-786-9289 Fax
brady@ejmpipe.com

Wanner's Excavation
201 N Maddison Ave.
Ottumwa, IA 52501
641-266-2618 Phone
wannersexcavating@gmail.com

J Pettiecord Inc.
1200 Prairie Dr SW
Bondurant, IA 50035
515-263-8900 Phone
laramie@jpettiecord.com

French Reneker Associates Inc.
1501 S Main Street
Fairfield, IA 52556
641-472-5145 Phone
jasonh@french-reneker.com

ASSOCIATION/PLAN ROOMS

Master Builders of Iowa
221 Park Street
Des Moines, Iowa 50309
515-288-7339 Phone
515-288-8718 Fax
mbiplanroom-dsm@mbionline.com

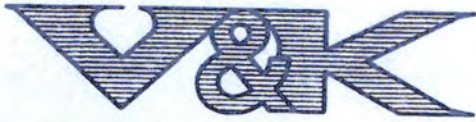
Iowa League of Cities
500 SW 7th Street, Suite 101
Des Moines, IA 50309
515-244-7282 Phone
978-367-9733 Fax
mailbox@iowaleague.org

SUPPLIERS

Thompson Pipe Group
4416 Prairie Hill Road
South Beloit, IL 61080
989-272-3722 Phone
dustin.griesing@thompsonpipegroup.com

HOBAS Pipe
12701 West 129th
Overland Park, KS 66213
Cell: 515/306-6000
Email:
jmahony@hobaspipes.com

Utility Equipment Company
3739 State Street
Bettendorf, IA 52722
563-355-5376 Phone
563-355-7423 Fax
jweber@utilityequipmentco.com



March 11, 2020

Larry Seals
Public Works Director
City of Ottumwa
City Hall
Attn: Engineering Dept.
105 E. Third Street
Ottumwa, Iowa 52501

OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 1
RECOMMENDATION TO AWARD CONTRACT

The City of Ottumwa received bids until 2:00 P.M. on Tuesday, March 10, 2020 for the Blake's Branch Sewer Separation, Phase 8, Division 1 project. A total of three bids were received. The bids are summarized as follows:

Contractor	Total Bid
Langman Construction, Inc.	\$11,742,070.00
S.M. Hentges & Sons, Inc.	\$13,337,883.00
Portzen Construction, Inc.	\$13,706,838.33

The low bid for the Blake's Branch Sewer Separation, Phase 8, Division 1 project was submitted by Langman Construction, Inc. of Rock Island, Illinois in the amount of \$11,742,070.

The Engineer's Estimate of Cost was \$12,100,000. The low bid received by Langman Construction, Inc. was \$357,930 or approximately 3% below the Engineer's Estimate of Cost.

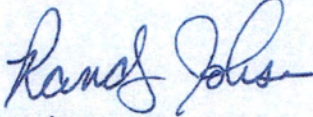
We would recommend the City of Ottumwa award the contract for Blake's Branch Sewer Separation, Phase 8, Division 1 project to Langman Construction, Inc. based on their total bid amount of \$11,742,070.

A copy of our bid tabulation is enclosed.

Larry Seals
March 11, 2020
Page 2

If you have any questions or comments, please contact us at 800-241-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink that reads "Randy Johnson". The signature is written in a cursive style with a large initial "R" and "J".

Randy M. Johnson, P.E.

RMJ:kld
40976
Enclosure

**BID TABULATION
OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 1**

1. Construct Blake's Branch Sewer Separation, Phase 8, Division 1 and associated work for the following unit and lump sum prices:				Langman Construction, Inc. 220 34th Avenue Rock Island, Illinois 61201		S.M. Hentges & Sons, Inc. 650 Quaker Avenue Jordan, Minnesota 55352		Portzen Construction, Inc. 205 Stone Valley Drive Dubuque, Iowa 52003	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.1	Construction Staking	LS	1	\$ xxxxx	\$ 47,000.00	\$ xxxxx	\$ 38,750.00	\$ xxxxx	\$ 100,000.00
1.2	Traffic Control	LS	1	xxxxx	77,000.00	xxxxx	167,100.00	xxxxx	85,000.00
1.3	Mobilization	LS	1	xxxxx	2,230,000.00	xxxxx	1,800,000.00	xxxxx	1,974,360.00
1.4	Maintenance of Postal Service	LS	1	xxxxx	1,000.00	xxxxx	13,850.00	xxxxx	20,000.00
1.5	Maintenance of Solid Waste Collection	LS	1	xxxxx	1,000.00	xxxxx	13,350.00	xxxxx	45,000.00
1.6	Unclassified Excavation	LS	1	xxxxx	275,000.00	xxxxx	500,000.00	xxxxx	225,000.00
1.7	Stabilizing Material	CY	5,000	30.00	150,000.00	35.50	177,500.00	48.00	240,000.00
1.8	Clearing and Grubbing	LS	1	xxxxx	10,000.00	xxxxx	40,800.00	xxxxx	35,000.00
1.9	Surfacing Removal	SY	39,000	15.00	585,000.00	3.60	140,400.00	11.00	429,000.00
1.10	Granular Surfacing	Tons	1,500	25.00	37,500.00	32.00	48,000.00	22.00	33,000.00
1.11	Temporary Granular Surface	Tons	1,000	25.00	25,000.00	23.00	23,000.00	26.00	26,000.00
1.12	Seeding	Acre	8	2,000.00	16,000.00	4,440.00	35,520.00	4,800.00	38,400.00
1.13	Manhole Removal	EA	43	600.00	25,800.00	900.00	38,700.00	900.00	38,700.00
1.14	Intake Removal	EA	85	600.00	51,000.00	750.00	63,750.00	600.00	51,000.00
1.15	Silt Fence and Pollution Prevention Plan	LS	1	xxxxx	10,000.00	xxxxx	130,000.00	xxxxx	140,000.00
1.16	Storm Sewer in Place								
1.16.1	5" Class 5 RCP	LF	3,300	69.00	227,700.00	82.00	270,600.00	87.07	287,331.00
1.16.2	15" Class 5 RCP Gasketed Joint	LF	100	71.00	7,100.00	85.00	8,500.00	162.28	16,228.00
1.16.3	18" Class 5 RCP	LF	1,350	74.00	99,900.00	87.00	117,450.00	98.95	133,582.50
1.16.4	18" Class 5 RCP Gasketed Joint	LF	220	76.00	16,720.00	91.00	20,020.00	163.46	35,961.20
1.16.5	21" Class 5 RCP	LF	230	87.00	20,010.00	95.00	21,850.00	162.95	37,478.50
1.16.6	24" Class 5 RCP	LF	1,000	97.00	97,000.00	102.00	102,000.00	122.08	122,080.00
1.16.7	24" Class 5 RCP Gasketed Joint	LF	140	100.00	14,000.00	104.00	14,560.00	199.41	27,917.40
1.16.8	27" Class 5 RCP Gasketed Joint	LF	155	116.00	17,980.00	122.00	18,910.00	183.22	28,399.10
1.16.9	30" Class 4 RCP	LF	450	116.00	52,200.00	124.00	55,800.00	168.39	75,775.50
1.16.10	36" Class 4 RCP	LF	450	174.00	78,300.00	150.00	67,500.00	182.39	82,075.50
1.16.11	42" Class 4 RCP	LF	500	210.00	105,000.00	180.00	90,000.00	256.16	128,080.00
1.16.12	48" Class 4 RCP	LF	600	261.00	156,600.00	227.00	136,200.00	316.52	189,912.00
1.16.13	54" Class 4 RCP	LF	680	309.00	210,120.00	273.00	185,640.00	677.99	461,033.20
1.16.14	60" Class 4 RCP	LF	600	374.00	224,400.00	309.00	185,400.00	706.15	423,690.00
	Storm Sewer, 36" DI, Class 52 Trenchless with Casing								
1.17	Pipe	LF	93	1,100.00	102,300.00	1,160.00	107,880.00	848.40	78,901.20
1.18	Connect 60" Storm Sewer at Existing Box	EA	1	16,000.00	16,000.00	8,250.00	8,250.00	32,740.00	32,740.00
	Connect Storm Sewer at Existing Pipe Penetration								
1.19	Location to Box	EA	7	1,000.00	7,000.00	7,700.00	53,900.00	2,680.00	18,760.00

BID TABULATION
OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 1

1. Construct Blake's Branch Sewer Separation, Phase 8, Division 1 and associated work for the following unit and lump sum prices:				Langman Construction, Inc. 220 34th Avenue Rock Island, Illinois 61201		S.M. Hentges & Sons, Inc. 650 Quaker Avenue Jordan, Minnesota 55352		Portzen Construction, Inc. 205 Stone Valley Drive Dubuque, Iowa 52003	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.20	Connect Storm at Existing Manhole	EA	1	1,000.00	1,000.00	8,000.00	8,000.00	1,448.00	1,448.00
1.21	Storm Sewer Pipe, CMP, 12" with Pipe Aprons	LF	700	60.00	42,000.00	47.00	32,900.00	55.64	38,948.00
1.22	Storm Manholes								
1.22.1	SW-401, 48"	EA	10	3,800.00	38,000.00	3,800.00	38,000.00	5,764.70	57,647.00
1.22.2	SW-401, 60"	EA	7	5,200.00	36,400.00	5,200.00	36,400.00	8,254.00	57,778.00
1.22.3	SW-401, 72"	EA	8	7,100.00	56,800.00	6,850.00	54,800.00	11,128.77	89,030.16
1.22.4	SW-401, 84"	EA	3	10,500.00	31,500.00	9,300.00	27,900.00	11,355.00	34,065.00
1.22.5	SW-401, 96"	EA	8	16,600.00	132,800.00	13,650.00	109,200.00	17,890.00	143,120.00
1.23	Storm Sewer Intakes								
1.23.1	SW-501	EA	9	2,900.00	26,100.00	2,900.00	26,100.00	2,762.56	24,863.04
1.23.2	SW-501, Adjustment	EA	1	1,400.00	1,400.00	620.00	620.00	1,222.00	1,222.00
1.23.3	SW-503	EA	5	5,800.00	29,000.00	4,100.00	20,500.00	4,559.20	22,796.00
1.23.4	SW-505	EA	31	4,900.00	151,900.00	3,400.00	105,400.00	4,083.33	126,583.23
1.23.5	SW-506	EA	35	8,200.00	287,000.00	4,950.00	173,250.00	6,963.75	243,731.25
1.23.6	SW-511	EA	2	2,800.00	5,600.00	4,350.00	8,700.00	3,106.00	6,212.00
1.23.7	SW-512, 24" Dia.	EA	8	1,300.00	10,400.00	2,500.00	20,000.00	1,634.11	13,072.88
1.23.8	SW-513, 3'x3' ID	EA	15	3,500.00	52,500.00	4,000.00	60,000.00	3,514.00	52,710.00
1.24	Sanitary Sewer in Place								
1.24.1	8" PVC	LF	1,400	93.00	130,200.00	76.00	106,400.00	86.18	120,652.00
1.24.2	12" PVC	LF	950	97.00	92,150.00	84.00	79,800.00	91.38	86,811.00
1.24.3	15" PVC	LF	520	105.00	54,600.00	92.00	47,840.00	108.06	56,191.20
1.24.4	18" PVC	LF	750	114.00	85,500.00	108.00	81,000.00	140.11	105,082.50
1.24.5	30" PVC, C900, DR18 with Nitrile Gaskets	LF	35	348.00	12,180.00	450.00	15,750.00	399.96	13,998.60
1.24.6	30" PVC	LF	1,190	178.00	211,820.00	300.00	357,000.00	301.86	359,213.40
1.24.7	36" PVC	LF	3,750	200.00	750,000.00	322.00	1,207,500.00	380.83	1,428,112.50
1.25	Sanitary Sewer, 30" DI, Class 52 Trenchless with Casing Pipe	LF	120	1,000.00	120,000.00	1,070.00	128,400.00	759.63	91,155.60
1.26	Sanitary Manholes								
1.26.1	SW-301, 48" Dia.	EA	15	5,000.00	75,000.00	4,100.00	61,500.00	5,783.41	86,751.15
1.26.2	SW-301, 60" Dia.	EA	17	8,200.00	139,400.00	8,000.00	136,000.00	8,265.00	140,505.00
1.26.3	SW-301, 72" Dia.	EA	11	11,000.00	121,000.00	9,600.00	105,600.00	10,267.00	112,937.00
1.26.4	SW-301, 84" Dia.	EA	2	15,400.00	30,800.00	7,900.00	15,800.00	14,834.00	29,668.00
1.26.5	SW-303, 48" Dia.	EA	10	5,000.00	50,000.00	4,000.00	40,000.00	5,848.41	58,484.10
1.27	Sanitary Sewer Manhole Special Structure, SW-302, 72" Dia.	EA	1	11,000.00	11,000.00	8,100.00	8,100.00	13,737.00	13,737.00

**BID TABULATION
OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 1**

1. Construct Blake's Branch Sewer Separation, Phase 8, Division 1 and associated work for the following unit and lump sum prices:				Langman Construction, Inc. 220 34th Avenue Rock Island, Illinois 61201		S.M. Hentges & Sons, Inc. 650 Quaker Avenue Jordan, Minnesota 55352		Portzen Construction, Inc. 205 Stone Valley Drive Dubuque, Iowa 52003	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.28	Sanitary Sewer Manhole Adjustment	EA	7	1,000.00	7,000.00	1,100.00	7,700.00	1,257.00	8,799.00
1.29	Sanitary Sewer 12" External Drop Connection	EA	6	6,000.00	36,000.00	5,400.00	32,400.00	4,328.00	25,968.00
1.30	Sanitary Sewer 15" External Drop Connection	EA	4	8,100.00	32,400.00	6,900.00	27,600.00	6,419.00	25,676.00
1.31	Sanitary Sewer 18" External Drop Connection	EA	3	9,800.00	29,400.00	9,700.00	29,100.00	12,547.00	37,641.00
1.32	Sanitary Sewer Services								
1.32.1	6" PVC Service	LF	1,800	56.00	100,800.00	56.00	100,800.00	51.35	92,430.00
1.32.2	8"x6" Wye	EA	16	80.00	1,280.00	285.00	4,560.00	183.00	2,928.00
1.32.3	12"x6" Wye	EA	10	210.00	2,100.00	450.00	4,500.00	274.50	2,745.00
1.32.4	18"x6" Wye	EA	10	700.00	7,000.00	1,060.00	10,600.00	466.00	4,660.00
1.32.5	36"x6" Wye	EA	30	1,900.00	57,000.00	2,110.00	63,300.00	2,589.00	77,670.00
1.33	Connection to Existing Sanitary Structure	EA	1	5,500.00	5,500.00	4,200.00	4,200.00	1,948.00	1,948.00
1.34	4" Subdrain	LF	14,400	8.00	115,200.00	16.00	230,400.00	13.49	194,256.00
1.35	Subdrain Outlets	EA	160	100.00	16,000.00	315.00	50,400.00	440.00	70,400.00
1.36	6" Modified Subbase	SY	34,000	10.00	340,000.00	9.25	314,500.00	9.00	306,000.00
1.37	8" PCC Pavement	SY	5,500	47.00	258,500.00	94.00	517,000.00	58.00	319,000.00
1.38	9" PCC Pavement	SY	18,000	52.00	936,000.00	98.50	1,773,000.00	62.00	1,116,000.00
1.39	Epoxy Coated Pavement Reinforcement	LB	146,500	1.25	183,125.00	1.10	161,150.00	1.25	183,125.00
1.40	Bituminous Seal Coat	SY	6,000	7.50	45,000.00	7.50	45,000.00	7.70	46,200.00
1.41	7" PCC Drives or Parking	SY	500	70.00	35,000.00	83.00	41,500.00	63.00	31,500.00
1.42	8" PCC Drives or Parking	SY	400	73.00	29,200.00	90.00	36,000.00	80.00	32,000.00
1.43	4" PCC Sidewalk	SY	2,000	65.00	130,000.00	63.50	127,000.00	45.00	90,000.00
1.44	6" PCC Driveway or Sidewalk	SY	4,200	70.00	294,000.00	76.00	319,200.00	54.00	226,800.00
1.45	Detectable Warning Panel	SF	440	50.00	22,000.00	59.00	25,960.00	40.00	17,600.00
1.46	Pavement Markings	LS	1	xxxxx	12,500.00	xxxxx	15,200.00	xxxxx	15,000.00
1.47	Water Main								
1.47.1	4" DI	LF	220	75.00	16,500.00	106.00	23,320.00	101.38	22,303.60
1.47.2	4" PVC	LF	10	53.00	530.00	83.00	830.00	229.73	2,297.30
1.47.3	6" DI	LF	1,900	70.00	133,000.00	100.00	190,000.00	83.24	158,156.00
1.47.4	6" PVC	LF	430	53.00	22,790.00	84.00	36,120.00	65.03	27,962.90
1.47.5	8" DI	LF	2,660	77.00	204,820.00	107.00	284,620.00	90.47	240,650.20
1.47.6	8" PVC	LF	160	57.00	9,120.00	87.00	13,920.00	80.60	12,896.00
1.47.7	12" PVC	LF	40	64.00	2,560.00	99.00	3,960.00	113.34	4,533.60
1.47.8	16" PVC	LF	1,850	76.00	140,600.00	105.00	194,250.00	99.36	183,816.00
1.47.9	16" DI	LF	830	116.00	96,280.00	148.00	122,840.00	144.78	120,167.40
1.48	Water Main 8" DI Trenchless with Casing Pipe	LF	60	600.00	36,000.00	885.00	53,100.00	619.10	37,146.00

**BID TABULATION
OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 1**

1. Construct Blake's Branch Sewer Separation, Phase 8, Division 1 and associated work for the following unit and lump sum prices:				Langman Construction, Inc. 220 34th Avenue Rock Island, Illinois 61201		S.M. Hentges & Sons, Inc. 650 Quaker Avenue Jordan, Minnesota 55352		Portzen Construction, Inc. 205 Stone Valley Drive Dubuque, Iowa 52003	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.49	Water Main Fittings								
1.49.1	16" 45° Bend	EA	4	950.00	3,800.00	950.00	3,800.00	1,891.00	7,564.00
1.49.2	16" 22-1/2° Bend	EA	2	930.00	1,860.00	920.00	1,840.00	1,850.00	3,700.00
1.49.3	12" 45° Bend	EA	2	570.00	1,140.00	400.00	800.00	1,026.00	2,052.00
1.49.4	8" 90° Bend	EA	1	340.00	340.00	336.00	336.00	719.00	719.00
1.49.5	8" 45° Bend	EA	16	320.00	5,120.00	354.00	5,664.00	679.00	10,864.00
1.49.6	6" 45° Bend	EA	22	180.00	3,960.00	268.00	5,896.00	472.00	10,384.00
1.49.7	6" 22-1/2° Bend	EA	4	175.00	700.00	257.00	1,028.00	459.00	1,836.00
1.49.8	4" 45° Bend	EA	3	140.00	420.00	234.00	702.00	401.00	1,203.00
1.49.9	4" 22-1/2° Bend	EA	1	140.00	140.00	241.00	241.00	396.00	396.00
1.49.10	16"x16" Tee	EA	6	1,070.00	6,420.00	1,131.00	6,786.00	2,445.00	14,670.00
1.49.11	16"x12" Tee	EA	2	1,300.00	2,600.00	1,400.00	2,800.00	2,825.00	5,650.00
1.49.12	8"x8" Tee	EA	1	470.00	470.00	454.00	454.00	1,016.00	1,016.00
1.49.13	8"x6" Tee	EA	9	420.00	3,780.00	570.00	5,130.00	951.00	8,559.00
1.49.14	6"x6" Tee	EA	4	290.00	1,160.00	422.00	1,688.00	851.00	3,404.00
1.49.15	16"x12" Reducer	EA	1	630.00	630.00	369.00	369.00	1,500.00	1,500.00
1.49.16	12"x8" Reducer	EA	1	350.00	350.00	784.00	784.00	1,315.00	1,315.00
1.49.17	8"x6" Reducer	EA	3	205.00	615.00	300.00	900.00	514.00	1,542.00
1.49.18	6"x4", 6"x2", 4"x2" Reducer	EA	4	155.00	620.00	230.00	920.00	347.00	1,388.00
1.49.19	4", 6", 8" Cap	EA	8	375.00	3,000.00	500.00	4,000.00	433.00	3,464.00
1.50	16" Gate Valve	EA	9	5,750.00	51,750.00	6,100.00	54,900.00	6,785.00	61,065.00
1.51	12" Gate Valve	EA	2	2,200.00	4,400.00	2,300.00	4,600.00	2,434.00	4,868.00
1.52	8" Gate Valve	EA	20	1,250.00	25,000.00	1,525.00	30,500.00	1,774.00	35,480.00
1.53	6" Gate Valve	EA	20	900.00	18,000.00	1,125.00	22,500.00	1,434.00	28,680.00
1.54	8"x6" Tapping Valve and Sleeve	EA	1	3,000.00	3,000.00	4,750.00	4,750.00	5,905.00	5,905.00
1.55	Hydrant Assembly	EA	17	4,200.00	71,400.00	4,500.00	76,500.00	4,430.00	75,310.00
1.56	Hydrant Removal	EA	16	550.00	8,800.00	550.00	8,800.00	880.00	14,080.00
1.57	Copper Water Services								
1.57.1	3/4" Water Service	LF	2,500	27.00	67,500.00	40.00	100,000.00	39.42	98,550.00
1.57.2	1" Water Service	LF	50	28.00	1,400.00	42.00	2,100.00	58.40	2,920.00
1.57.3	2" Water Service	LF	300	57.00	17,100.00	63.00	18,900.00	63.95	19,185.00
1.58	Curb Stop								
1.58.1	3/4"	EA	75	520.00	39,000.00	500.00	37,500.00	462.20	34,665.00
1.58.2	1"	EA	2	540.00	1,080.00	525.00	1,050.00	485.20	970.40
1.58.3	2"	EA	3	1,020.00	3,060.00	825.00	2,475.00	736.20	2,208.60

**BID TABULATION
OTTUMWA, IOWA
BLAKE'S BRANCH SEWER SEPARATION, PHASE 8, DIVISION 1**

1. Construct Blake's Branch Sewer Separation, Phase 8, Division 1 and associated work for the following unit and lump sum prices:				Langman Construction, Inc. 220 34th Avenue Rock Island, Illinois 61201		S.M. Hentges & Sons, Inc. 650 Quaker Avenue Jordan, Minnesota 55352		Portzen Construction, Inc. 205 Stone Valley Drive Dubuque, Iowa 52003	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.59	Water Service Transfers								
	1.59.1 3/4"	EA	75	500.00	37,500.00	975.00	73,125.00	614.55	46,091.25
	1.59.2 1"	EA	2	550.00	1,100.00	990.00	1,980.00	496.25	992.50
	1.59.3 2"	EA	3	1,190.00	3,570.00	1,115.00	3,345.00	667.25	2,001.75
1.60	Water Main Reconnections	EA	22	2,800.00	61,600.00	6,550.00	144,100.00	3,047.96	67,055.12
1.61	Air Release Valve Assembly	EA	1	2,800.00	2,800.00	4,950.00	4,950.00	379.00	379.00
1.62	Off-Site Borrow Material	CY	5,000	30.00	150,000.00	6.00	30,000.00	22.00	110,000.00
TOTAL BID ITEMS (Items 1.1 - 1.62)				\$11,742,070.00		\$13,337,883.00		\$13,706,838.33	

I hereby certify that this is a true tabulation of bids received on March 10, 2020 by the City of Ottumwa, Iowa.



Randy M. Johnson

Randy M. Johnson, P.E.
Iowa License No. 22407
My license renewal date is December 31, 2021

FILE

CITY OF OTTUMWA

Staff Summary

2020 MAR 12 PM 1:57

**** ACTION ITEM ****

Council Meeting of: March 17, 2019

Engineering
Department

Alicia Bankson
Prepared By
Larry Seals

Department Head

[Signature]

City Administrator Approval

AGENDA TITLE: Resolution #55-2020. Awarding Milner Street Reconstruction Project.

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

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

RECOMMENDATION: Pass and adopt Resolution #55-2020.

DISCUSSION: The proposed project will consist of full-depth, full-width reconstruction of Milner Street from Mary to Burrhus. This project includes replacement of ADA sidewalks at intersections as required, storm and sanitary sewer improvements, water main replacement and grade work for a future multi-use trail corridor on the east side from Mary Street to Richmond Ave.

Bids were received and opened by the Iowa Department of Transportation on February 18, 2020. Four (4) bids were received, and the low bidder is Iowa Civil Contracting, Inc. of Victor, Iowa, in the amount of \$2,492,052.72.

Funding:
City of Ottumwa: \$1,979,057.82
Ottumwa Water Works: \$ 512,994.90
\$2,492,052.72

<u>Budgeted</u>	
Funding Sources-Entire Project	Funding Amount
Estimated Construction Cost	\$ 2,750,000
STBG/SWAP	\$ 1,629,508
ESRP	\$ 407,377
City Budgeted	\$ 2,036,885
Ottumwa Water	\$ 512,995

Source of Funds: STBG/SWAP, ESRP Budgeted Item: Yes Budget Amendment Needed: No

RESOLUTION #55-2020

A RESOLUTION AWARDING THE MILNER STREET RECONSTRUCTION PROJECT

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

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of the above referenced project is made to the lowest responsible bidder, Iowa Civil Contracting, Inc. of Victor, Iowa, in the amount of \$2,492,052.72.

APPROVED, PASSED, AND ADOPTED, this 17th day of March, 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

ATTEST:

Christina Reinhard, City Clerk



March 2, 2020

Larry Seals
Director of Public Works
City of Ottumwa
105 E Third St
Ottumwa, IA 52501

RE: Milner St Reconstruction
Recommendation to Award
STP-SWAP-5825(644)—SG-90

Dear Mr. Seals:

On February 18, 2020 the Iowa DOT on behalf of the City of Ottumwa received four (4) bids for the above referenced project.

The engineering opinion of cost was \$2,750,000.00. The low bidder is Iowa Civil Contracting Inc. submitting a total price of \$2,492,052.72. or \$257,947.28 under the opinion of cost.

I recommend the City of Ottumwa award to Iowa Civil Contracting in the amount of \$2,492,052.72.

Ottumwa Waterworks portion of the contract is \$512,994.90 and the City of Ottumwa portion of the contract is \$1,979,057.82.

If you have any questions about the enclosed, please feel free to contact me.

Sincerely,

Daniel Sturm, P.E.
JEO Consulting Group

Cc: Christy VanBuskirk, P.E.
Local Systems Project Development Engineer

CITY OF OTTUMWA

STAFF SUMMARY

2020 MAR -5 AM 9:45

FILED

CITY
OTTUMWA

Council Meeting of: March 17, 2020

ITEM NO. _____

Joni Keith
Prepared By

Philip Rath
Department Head

Administration
Department

AGENDA TITLE: Discuss Ordinance #3172-2020 Amending Chapter 2, by deleting Section 2-79, entitled Conditions of employment for city administrator and Inserting New Section 2-79 of the Municipal Code of the City of Ottumwa, Iowa.

PURPOSE: This proposed Amended City Ordinance changes the requirements to dismiss a City Administrator from a majority vote of the full council to a two-thirds vote of the full council.

RECOMMENDATION: Pass the first consideration of Ordinance No. 3172-2020.
Waive second and third considerations and pass and adopt Ordinance No. 3172-2020.

DISCUSSION: Currently, the city administrator may be removed from his position by a majority vote of the full council. This proposal simply amends the City ordinance requiring a two-thirds vote or a super majority (4 votes) of the full council to remove the city administrator. This will provide more stability within the city's administration.

ORDINANCE NO. 3172-2020

**AN ORDINANCE AMENDING CHAPTER 2, ENTITLED ADMINISTRATION, BY
DELETING SECTION 2-79, AND INSERTING NEW SECTION 2-79 OF THE
MUNICIPAL CODE OF THE CITY OF OTTUMWA, IOWA,
AS SET FORTH HEREAFTER**

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

SECTION ONE: The Municipal Code of the City of Ottumwa, Iowa is hereby amended by deleting Section 2-79 and inserting new Section 2-79, entitled Conditions of Employment for city administrator.

Section 2-79. Conditions of Employment for City Administrator.

(a) The City council by resolution shall establish those procedures which prescribe the conditions of application, evaluation, selection and employment of a city administrator. The city council, or a committee thereof, shall initiate the hiring process, receive applications, and conduct interviews for the position of city administrator.

(b) The city administrator shall be appointed by a majority vote of the city council upon such terms and conditions as determined by the city council. **The city administrator may be removed from his/her position by a super majority two-thirds vote of the full city council.**

SECTION TWO: All ordinances or parts of ordinances or provisions in the Code of Ordinances (Municipal Code of the City of Ottumwa, Iowa) in conflict herewith are hereby repealed.

Passed on its first consideration on the _____ day of _____, 2020.

Passed on its second consideration on the _____ day of _____, 2020.

Requirement of consideration and vote at two prior council meetings suspended on the _____ day of _____, 2020.

Final passage and adoption on the _____ day of _____, 2020.

CITY OF OTTUMWA, IOWA

Tom X. Lazio, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2020.

By: _____
Tom X. Lazio, Mayor

_____ Repassed and adopted over the veto the _____ day of _____, 2020.

_____ Veto affirmed this _____ day of _____, 2020.

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

ATTEST:

By: _____
Christina Reinhard, City Clerk


CITY OF OTTUMWA

Staff Summary

****ACTION ITEM****

2/28/2020 12:11:10 PM
OTT

Council Meeting of: March 17, 2020

Zach Simonson 
Prepared by

Planning & Development
Department

Kevin Flanagan 
Department Head



City Administrator Approval

AGENDA TITLE: SIDEWALK CAFE ORDINANCE NO 3173-2020: REPEALING AND REPLACING THE SIDEWALK CAFE ORDINANCE #3143-2018 OF THE CITY OF OTTUMWA, IOWA, AND AS SET FORTH IN CHAPTER 32 OF THE MUNICIPAL CODE - CITY OF OTTUMWA, IOWA, BY REPEALING AND REPLACING SECTIONS 32-275

RECOMMENDATION: Waive readings, pass and approve Ord. 3173-2020.

DISCUSSION: This ordinance change was motivated by the progress we have made on our streetscape projects. The ordinance broadens the ways in which restaurants can share the sidewalk with pedestrian traffic and it also tightens up language about what the City expects from business owners using the sidewalk.

The current ordinance only allows sidewalk cafes to operate directly alongside the building frontage of the restaurant they serve. The new ordinance still requires a minimum of five feet of clear space for pedestrian travel, but it allows the sidewalk cafes to operate next to building or along the curb but with a minimum five-foot corridor for pedestrian travel between the building and the cafe. Streetscape has opened up new opportunities for restauranteurs to share the sidewalk

in different configurations. This new approach would allow restaurants to utilize the beautiful space between planters for expanded outdoor seating while preserving space for pedestrians to enjoy downtown sidewalks.

The ordinance will also set clear expectations for restauranteurs regarding hours of operation, service of alcohol, prohibition of smoking, cleanliness and maintenance of the space and the suitability of furniture and other parts of the cafe. These standards will ensure that sidewalk cafes are harmonious additions to our commercial neighborhoods.

Finally, the ordinance sets requirements for insurance and indemnity that ensure the business owners using our public sidewalk to operate sidewalk cafes will be responsible for their patrons and for how they use the space. This ordinance was written with attention to how other Iowa communities administer their sidewalk cafe ordinances to balance the interests of restauranteurs, pedestrians and neighboring businesses.

ORDINANCE NO. 3173-2020

AN ORDINANCE REPEALING AND REPLACING THE SIDEWALK CAFE ORDINANCE #3143-2018 OF THE CITY OF OTTUMWA, IOWA, AND AS SET FORTH IN CHAPTER 32 OF THE MUNICIPAL CODE - CITY OF OTTUMWA, IOWA, BY REPEALING AND REPLACING SECTION 32-275 CITY OF OTTUMWA, WAPELLO COUNTY, IOWA.

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

Sidewalk Cafe Ordinance #3143-2018 of the City of Ottumwa, Iowa, and as set forth in Chapter 32 of the Municipal Code City of Ottumwa, Iowa be and the same is hereby repealed and replaced as follows:

SECTION ONE

Section 32-275 is hereby amended by repealing Section 32-275 in its entirety and enacting the following in lieu thereof:

Sec. 32-275. – Sidewalk Cafes.

The purpose of this subsection is to set forth the conditions and requirements under which a sidewalk cafe, as defined, may be permitted to operate by Sidewalk Cafe Permit on a public sidewalk within the City of Ottumwa.

- (1) **Definition.** A sidewalk cafe is any group of tables and/or chairs, and its authorized decorative and accessory devices, situated and maintained upon the public sidewalk for use in connection with ordering, purchasing and consuming food and beverages sold to the public from, or in, an adjoining indoor restaurant. For the purposes of this section, an indoor business selling food for consumption on the premises shall be considered an adjoining indoor restaurant.
- (2) **Where permissible.** A sidewalk cafe shall be permitted as follows:
 - a. In C-1, C-2, C-4, I-1 and I-2 zones, and
 - b. Adjacent to an indoor restaurant, which shall be construed as either
 - i. Being immediately contiguous to and abutting the indoor restaurant on the public sidewalk, or
 - ii. Being offset from the indoor restaurant, where at least a five (5) foot clear path of pedestrian travel exists between the indoor restaurant and the sidewalk cafe, and
 - c. Where the cafe's operation is incidental to and a part of the operation of its adjacent indoor restaurant, and
 - d. Provided the area in which the sidewalk cafe is located extends no farther along the sidewalk's length than the actual sidewalk frontage of the operating indoor restaurant, and all other applicable provisions of this subsection are fulfilled.
- (3) **Restrictions on Smoking and Alcoholic Beverages.** Permittees shall enforce the following prohibitions or restrictions:
 - a. Smoking tobacco or using an electronic smoking device at a sidewalk cafe is prohibited.
 - b. Alcoholic beverages may be served at sidewalk cafes pursuant to a valid liquor control license, and in accordance with state and local alcoholic beverage control laws, provided the following additional requirements are met:
 - i. Patron entrance to and egress from the sidewalk cafe shall be controlled by staff of the establishment, who shall continuously monitor the sidewalk cafe during times alcoholic beverages are being sold or consumed, and

- ii. No alcoholic beverages may be sold or served to outside patrons later than 11pm
 - iii. Patrons shall not be permitted to consume any alcoholic beverages within the sidewalk cafe that were not purchased on the premises, and
 - iv. If the sidewalk cafe is an offset sidewalk cafe per Sec. 32-275(2)(b)(ii), the establishment shall ensure that no patron loiters in the clear path of pedestrian travel while in possession of an alcoholic beverage. Patrons may be in possession of an alcoholic beverage in the clear path of pedestrian travel only for the purpose of moving to the sidewalk cafe from the adjoining indoor restaurant or vice versa, and
 - v. Alcoholic beverages shall not be served or dispensed at the sidewalk cafe of any establishment where minors are prohibited, except that establishments permitted to have minors on the premises only during certain hours of the day may serve alcohol at their sidewalk cafe only during those hours. An establishment which is not permitted to have minors on the premises at any time may request, and the City Council may grant, an exception to this requirement on a case-by-case basis. The City Council shall consider the site conditions, the compliance history of the establishment and its staff, staff training, and any other factors it deems relevant to ensuring the safe and responsible use of City sidewalks. The City Council may impose special conditions in addition to those indicated in this Section on any sidewalk cafe granted an exception to dispense alcohol.
- (4) **Number of Sidewalk Cafes.** An indoor restaurant shall be permitted to operate only one sidewalk cafe, and each sidewalk cafe shall be confined to a single location on the sidewalk. The City may limit the number of permits issued for sidewalk cafes if necessary to maintain adequate pedestrian flow and access to buildings, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the surrounding area, or for any other valid public purpose.
- (5) **Sidewalk Clearances.** There shall be a minimum of five (5) feet of sidewalk width clear of obstructions. No part of the sidewalk cafe or its accessory elements shall obstruct any entrance to or exit from any adjacent structure. No sidewalk cafe shall be situated within eight (8) feet of any designated bus stop, or within twenty (20) feet of a street intersection, or within eight (8) feet of a fire hydrant or fire sprinkler post indicator valve.
- (6) **Tables and Chairs, Location and Requirements of Furniture.** All tables and chairs comprising a sidewalk cafe shall be set within the area designated on the sidewalk cafe permit application and it shall be the responsibility of the permit holder to ensure tables, chairs, and other sidewalk cafe furniture do not encroach upon any part of the sidewalk not designated on the permit holder's sidewalk cafe permit.

All outdoor dining furniture, including tables, chairs, umbrellas, barriers, and authorized accessory items, shall be readily movable. "Readily movable" shall mean that no object as stated above, which is part of the sidewalk cafe, shall be cemented, nailed, bolted, power riveted, screwed-in or affixed, even in a temporary manner, to either the sidewalk on which the sidewalk cafe is placed, to the building, or to any other structure which the sidewalk cafe abuts. Umbrellas must be secured with a minimum base of not less than 60 pounds.

Accessory devices for the comfort of patrons, such as air conditioners or fans may be used at a sidewalk cafe, provided, however, that any such devices, cables, or wiring are installed and operated in a safe and responsible manner in compliance with applicable codes. Devices with a heating element may be permitted with the approval of the Fire Inspector.

Sidewalk cafe components, such as tables and chairs, shall be constructed of commercial quality materials marketed for the use(s) in which they are employed in the sidewalk cafe. No components of a sidewalk cafe may be constructed primarily of plastic, plastic resin, or fabric; however, sidewalk cafe components made of dimensional pieces of high-density polyethylene (HDPE), and umbrellas made of fabric are acceptable.

Within one hour of the close of the sidewalk cafe for the night, and on days when the sidewalk cafe is not in operation, tables, chairs, barriers, accessory devices, and all other elements used in the operation of an outdoor cafe shall be either:

- a. Removed from the sidewalk and stored indoors, or
- b. Orderly secured by means of chains or cables and locks, or other secure means in a manner that prevents the use of the sidewalk cafe elements to cause injury to persons or property. Secured elements shall be arranged in such a manner as to not obstruct maintenance of the sidewalk.

Signs shall not be allowed at any outdoor cafe, except for the name of the establishment on an awning or umbrella fringe. Notwithstanding any provision of the Code to the contrary, temporary portable signs may be permitted at any outdoor cafe pursuant to Sec. 38-966(h).

- (7) **Maximum Occupancy.** The maximum occupancy of a sidewalk cafe shall be the lesser of the number of seating places available to patrons within the sidewalk cafe area or the occupancy limit of the sidewalk cafe as established by local building or fire codes adopted by the City.
- (8) **Delineating Sidewalk Cafe Area.** The sidewalk cafe shall be delineated by barriers at least thirty-six (36) inches in height separating patrons from the pedestrian traffic on the sidewalk and, if applicable, roadway traffic. Barriers may consist of ropes, chains, planters, fencing, or other sturdy material that physically separates the sidewalk cafe from the adjoining right-of-way. Barriers separating a sidewalk cafe from roadway traffic must be secured to other barriers or weighted to prevent their encroachment into driving or parking lanes. Barriers shall comply with detectability requirements as set forth in the current version of the Americans with Disabilities Act Accessibility Guidelines. Barriers shall be set within area designated for the sidewalk cafe, to ensure a minimum of five (5) feet of sidewalk width clear of obstructions.
- (9) **Food and Beverages.** A sidewalk cafe shall serve only food and beverages prepared, or stocked for sale, at the adjoining indoor restaurant.
- (10) **Service Requirements.** The outdoor preparation of food is prohibited at sidewalk cafes. Sidewalk cafe patrons may obtain food and beverages from within the adjoining indoor restaurant, or staff from the adjoining indoor restaurant may provide table service. The presetting of sidewalk cafe tables with utensils, glasses, napkins, condiments, and the like is prohibited. All tables shall be bused promptly, and soiled tableware shall be taken inside for cleaning. No soiled tableware shall be kept in an outdoor busing station. Public street furniture and waste receptacles shall not be used in the operation of a sidewalk cafe. Restrooms for the cafe shall be provided in the adjoining indoor restaurant, and the cafe seating shall be counted in determining the restroom requirements of the indoor restaurant. Trash and refuse storage for the sidewalk cafe shall not be permitted within the outdoor dining area, or on adjacent sidewalk areas, and the permittee shall remove all trash and litter as they accumulate. All exterior surfaces within the sidewalk cafe, including tables, chairs, barriers, and the sidewalk surface, shall consist of materials that are easily cleaned, and shall at all times be kept in a clean and safe condition.
- (11) **Days and Hours of Operation.** Sidewalk cafes may operate on days whenever fair weather would enhance outdoor dining during said given year that the Sidewalk Cafe Permit was issued. The hours of operation are limited to between 7:00 a.m. and 11:00 p.m. No sidewalk cafe shall be in operation during times when the kitchen of the adjoining restaurant is closed. The City Administrator or designee, and any duly sworn peace officer shall have the power to prohibit the operation of a sidewalk cafe or require the service of alcohol to cease at any time because of anticipated or actual problems or conflicts in the use of the sidewalk area. Such problems and conflicts may arise from, but are not limited to, scheduled festivals and similar events, parades or marches, repairs to the street or sidewalk, or from demonstrations or emergencies occurring in the area. To the extent possible, the permittee shall be given prior written notice of any time period during which the operation of the sidewalk cafe will be prohibited by the City, but any failure to give prior written notice shall not affect the right and power of the City to prohibit the cafe's operation at any particular time.

- (12) **Findings and Conditions.** In connection with granting approval for any Sidewalk Cafe Permit, the City Administrator shall make findings that the proposed operation meets the limitations of this subsection, and the City Administrator may impose such conditions in granting approval as are needed to assure that the proposed operation will meet the operating requirements and conditions set forth in this article, and to assure that the public safety and welfare will be protected.
- (13) **Term and Renewal.** A Sidewalk Cafe Permit shall be approved by the City Administrator or designee for a maximum period of one year. Thereafter, the City Administrator or designee, if an extension application is filed prior to any expiration date of the Sidewalk Cafe Permit, may extend the permit for additional periods, not to exceed one year each, following review and approval of the cafe's operations. The City Administrator or designee may make any renewal of a Sidewalk Cafe Permit subject to additional and revised conditions and requirements. Any renewal granted by the City Administrator shall not exceed a period of one year. All applications shall be filed with the City Clerk, who shall refer them to the City Administrator or designee. The City Clerk shall maintain the records of permits issued, denied, or revoked.
- (14) **Fee.** The permit fee shall be set by resolution of the city council.
- (15) **Insurance.** An insurance certificate naming the City of Ottumwa, its officers, and employees as an additional insured with comprehensive general liability limits in the amount of \$500,000 combined single limit shall be in full force and effect during the life of a Sidewalk Cafe Permit. The coverage shall be at least as broad as the ISO Form Number CG000 1 covering commercial general liability written on an occurrence basis only. A copy of the current insurance certificate shall be maintained on file with the City Clerk. Each sidewalk cafe permit holder shall be required to indemnify, defend and hold harmless the city, its officers, agents, attorneys and employees from and against any claim of loss, liability or damage by any person arising as a result of the applicant's operation of the sidewalk cafe.
- (16) **Revocation.** The City Administrator may revoke or deny a Sidewalk Cafe Permit at any time, without advance notice, for any of the following reasons:
- a. It is determined by the Chief of Police or Fire Chief that public safety requires such revocation or denial;
 - b. The application is incomplete;
 - c. The application is determined to be fraudulent, to include a misrepresentation, or to contain a false statement;
 - d. The applicant has had a license or permit revoked by the City for any reason within the preceding two (2) years;
 - e. The permittee has an outstanding arrest warrant in this or any other jurisdiction or is a fugitive from this or any other jurisdiction;
 - f. The permittee's insurance has been canceled;
 - g. The permittee violates any administrative rules or policies authorized by this division;
 - h. The permittee violates any provision of this ordinance, other City of Ottumwa ordinances, or State or federal laws
 - i. It is determined that a need exists to evaluate or ensure the safety of the community as it pertains to sidewalk cafes.
- (17) **Appeal Process.** Any party aggrieved by the City Administrator's decision to deny, revoke, suspend, or issue a Sidewalk Cafe Permit may appeal the determination to the City Council if, within twenty (20) working days after the decision, the party files a written notice of appeal with the City Clerk. In such event, a hearing shall be held by the City Council no later than its next regularly scheduled meeting, assuming the appeal is filed in time to allow notice of said appeal in accordance with Chapter 21 of the Iowa Code. Upon such hearing, the City Council may, based upon the standards enumerated herein, reverse, affirm or modify in any regard the City Administrator's decision. The City Council's decision is the final decision.

SECTION TWO

This ordinance shall be in full force and effect, from and after its passage, adoption, and approval and publication as required by law, unless a subsequent effective date is set out hereinabove.

SECTION THREE

When this ordinance is in effect, it shall automatically supplement, amend, and become a part of the said Code of Ordinance (Municipal Code) of the City of Ottumwa, Iowa.

PASSED on its first consideration the _____ day of _____, 2020.

PASSED on its second consideration the _____ day of _____, 2020.

Requirement of consideration and vote at two (2) prior Council meetings suspended the _____ day of _____, 2020.

APPROVED this _____ day of _____, 2020.

CITY OF OTTUMWA, IOWA

By: _____
Tom Lazio, Mayor

_____ No action taken by Mayor.

_____ Vetoed this _____ day of _____, 2020

Tom Lazio, Mayor

_____ Repassed and adopted over the veto this _____ day of _____, 2020.

_____ Veto affirmed this _____ day of _____, 2020 by failure of vote taken to repass.

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

ATTEST:

Chris Reinhard, City Clerk