



TENATIVE AGENDA  
OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 33  
Council Chambers, City Hall

December 6, 2022  
5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

A. ROLL CALL: Council Member Galloway, McAntire, Hull, Pope, Roe and Mayor Johnson.

B. CONSENT AGENDA:

1. Minutes from Regular Meeting No. 31 on November 15, 2022 and Special Meeting No. 32 on November 29, 2022 as presented.
2. Recommend re-appointments of Dennis Willhoit and Wes Olson to the Historic Preservation Commission, terms to expire 1/1/2026 and Mark Merringer to the Inspection Board of Review, term to expire 1/18/2028.
3. Civil Service Eligibility Lists for November 30, 2022: WPCF – Operator Entrance.
4. Beer and/or liquor applications for: Reds Pub LLC, 618 Church St.; Cerro Grande Meats & Market, 311 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. PUBLIC HEARING:

G. ORDINANCES:

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

1. Purchase a Sokkia GRx3 GNSS from Transit Works for the Engineering Department.

RECOMMENDATION: Approve the purchase of a Sokkia GRx3 GNSS from Transit Works for the sum of \$23,024.

2. Repair of Elm Street Pump No. 3.

RECOMMENDATION: Approve the repair of a Flygt Model Wastewater Pump for WPCF in the amount of \$10,296.

I. RESOLUTIONS:

1. Resolution No. 277-2022, approving Professional Services Agreement between the City of

Ottumwa and HDR Inc. for the WPCF Aeration System Improvements Project and authorizing the Mayor to sign the Agreement.

RECOMMENDATION: Pass and adopt Resolution No. 277-2022.

2. Resolution No. 278-2022, approving and authorizing the execution of a Real Estate Purchase Agreement with Lorenzo Silva and Sebastian Silva-Zuniga for 1726, 1732, 1736 and 1744 Mable.

RECOMMENDATION: Pass and adopt Resolution No. 278-2022.

3. Resolution No. 279-2022, accepting the proposal from Hopkins & Huebner, PC for the provision of legal services related to prosecution for the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 279-2022.

4. Resolution No. 280-2022, accepting the work as final and complete and approving the final pay request for the Apron 2022 Improvement Project for the Ottumwa Airport.

RECOMMENDATION: Pass and adopt Resolution No. 280-2022.

5. Resolution No. 281-2022, approving Change Order No. 1 for the Pawnee Drive Reconstruction Project.

RECOMMENDATION: Pass and adopt Resolution No. 281-2022.

6. Resolution No. 282-2022, approving the annual budget of the Ottumwa Water Works Board of Trustees for calendar year 2023.

RECOMMENDATION: Pass and adopt Resolution No. 282-2022.

7. Resolution No. 283-2022, approving and authorizing the execution of an Addendum to Real Estate Purchase Agreement by and between the City of Ottumwa and U.S. Bank, National Association, related to the property locally known as 809 Glenwood Avenue, Ottumwa, Iowa.

RECOMMENDATION: Pass and adopt Resolution No. 283-2022.

#### J. PUBLIC FORUM:

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

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

#### ADJOURN

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

\*Items on the Table:

1. Authorization of capital purchase of furnishings and equipment for use at Bridge View Center.

RECOMMENDATION: Consideration of request from VenuWorks to purchase barricades and tables for events held at Bridge View Center.



[ CITY OF ]  
O T T U M W A

### FAX COVER SHEET

City of Ottumwa

DATE: 12/2/2022 TIME: 9:20 AM NO. OF PAGES 4  
(Including Cover Sheet)

TO: News Media CO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

FROM: Christina Reinhard

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

MEMO: Tentative Agenda for the Regular City Council Meeting #33 to be held on  
12/6/2022 at 5:30 P.M. (immediately following BOH Meeting)

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\*\*\* FAX MULTI TX REPORT \*\*\*  
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JOB NO. 2524  
DEPT. ID 4717  
PGS. 4  
TX INCOMPLETE -----  
TRANSACTION OK 916606271885  
916416823269  
ERROR 916416847834  
916416828482

KTVO  
Ottumwa Waterworks  
Ottumwa Courier  
Tom FM



[ CITY OF ]  
O T T U M W A

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\*\*\* TX REPORT \*\*\*  
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JOB NO.	2524	
DEPT. ID	4717	
ST. TIME	12/02 09:20	
SHEETS	4	
FILE NAME		
TX INCOMPLETE	-----	
TRANSACTION OK	916606271885	KTVO
	916416823269	Ottumwa Waterworks
ERROR	916416847834	Ottumwa Courier
	916416828482	Tom FM



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FAX NO: \_\_\_\_\_

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

REGULAR MEETING NO. 31  
Council Chambers, City Hall

November 15, 2022  
5:30 O'Clock P.M.

The meeting convened at 5:51 P.M.

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

Roe moved, seconded by Pope to approve consent agenda items: Mins. from Regular Mtg. No. 30 on Nov. 1, 2022 as presented; Recommend appointment of Dan Roberts to Airport Adv. Brd., term to exp. 10/1/2027 due to a vacancy; Allison Miller to Public Safety Adv. Committee, term to exp. 10/1/2024 due to a vacancy; re-appointment of Ann Youngman to Ottumwa Housing Auth., term to expire 11/11/24 and re-appointment of Mike Sammons to Ottumwa Housing Auth., term to expire 11/22/24; approving purchase of Case MAXXUM 135 Tractor from Greiner Implement for Ottumwa Reg. Airport total purchase price \$129,284 secured through state bid pricing; Auth. Mayor to sign lease agts. with Ottumwa Little League, Girls Softball, Babe Ruth, Adult Soccer, Adult Softball and YMCA at Sycamore Park for use of facilities effective Jan. 1, 2023 through Dec. 31, 2024; Beer and/or liquor applications for: Godfrey's Ale House, 2513 Northgate; Ross Tobacco Shop, LLC, 129 E. Second St.; all applications pending final inspections. All ayes.

Galloway moved, seconded by Roe to approve the Agenda as presented and tabling Item H-1, authorization of capital purchase of furnishings and equip. for use at Bridge View Center. All ayes.

City Admin. Rath introduced Fred Zesiger, Exec. Dir. Main Street Ottumwa, to provide Main Street Ottumwa update. Claudia Gates also provided an update on SSMID and projects the group are sponsoring/funding for the yr. Rath reported franchise fees paperwork has been submitted to both utilities and will be routed to Iowa utility brd. for final review; should have everything finalized to take effect after the first of the yr. Last Wed., we were able to resolve all items concerning the train depot and clubhouse properties.

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

Airport Mgr. Wheaton presented Ottumwa Reg. Airport Operations overview and update to Council. HR Dir. Codjoe also helped present the potential restructure of personnel at the Airport due to increases duties taken on in absence of FBO. Proposed airport restructure creates an Aviation Services Supervisor for the current timeframe. With future growth, would like to add an aviation maintenance worker and part-time airport secretary. Galloway asked if we will have to come back to this after results of the wage study and increase wages; Codjoe stated the national average for this sort of position is \$90-120,000 so it's a possibility. Roe added, we are creating a new position here and maybe you have good reason to do so, but why would we look at the adjustment now when we are going to do it after the wage survey? We do not have a point of comparability now for this new position and are we premature in making this adjustment.? Codjoe responded, we want to accurately reflect what services each position provides and we have a healthy balance in the airport fund to incorporate the first restructure change.

Hull moved, seconded by Galloway that Res. No. 268-2022, removing special assessment applied to 316 Gara on Res. No. 209-2021, be passed and adopted. Comm. Dev. Dir. Simonson reported the contractor mistakenly billed for this property so we want to remove the assessment amt. \$288 from the taxes. All ayes.

Hull moved, seconded by McAntire that Res. No. 269-2022, approving Professional Services Agt. for Engineering Services between JEO Consulting Group and City of Ottumwa for Mary St. from Ferry St. to Shaul Ave. Reconstruction Project, be passed and adopted. PW Dir. Seals reported this will allow evaluation and design for a full reconstruction of Mary St. from Ferry to Shaul Ave. along with pavement widening for turn lanes at Liberty Elementary, storm sewer design including a drainage report, sanitary sewer design, water main design and sidewalk design meeting ADA requirements. This project is programmed for FY24 construction season. This is a \$225,000 lump sum contract. All ayes.

Roe moved, seconded by Galloway that Res. No. 270-2022, approving the Final Plat of Carroll's Seventh Addition in the City of Ottumwa, Wapello County, IA, be passed and adopted. All ayes.

Pope moved, seconded by Hull that Res. No. 271-2022, approving one-time retention bonus for eligible employees through specified ARPA Funding, be passed and adopted. All ayes.

Pope moved, seconded by Galloway that Res. No. 272-2022, approving staffing restructure at the Ottumwa Reg. Airport, be passed and adopted. All ayes.

Roe moved, seconded by McAntire that Res. No. 273-2022, approving Change Order No. 1 to the Contract for Asbestos Abatement and Demolition of 153 S. Fellows, be passed and adopted. Simonson reported after work began on this project, the contractor identified duct wrap material suspected to contain asbestos. Testing confirmed it contained asbestos and this material was found throughout the house and significantly increased the amount of abatement required. CO#1 increases the contract by \$6,680, new contract sum \$37,980. All ayes.

Mayor Johnson inquired if anyone from the audience wished to address an item not on the agenda. Peggy Umlauf and Katie Keith mentioned the Link Up Ottumwa event this Sat., Nov. 19, from 10 A.M. – 3 P.M. at the First Church of the Open Bible on Albia Rd. This event provides services to those who are home insecure or homeless.

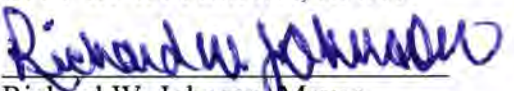
There being no further business, Pope moved, seconded by McAntire that the mtg. adjourn. All ayes.

Adjournment was at 7:06 P.M.

ATTEST:

  
Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

Published in the Ottumwa Courier on 11/22/2022.



## OTTUMWA CITY COUNCIL MINUTES

SPECIAL MEETING NO. 32  
Council Chambers, City Hall

November 29, 2022  
5:30 O'Clock P.M.

The meeting convened at 5:30 P.M.

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

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

Mayor Johnson inquired if there was anyone from the audience who wished to address an item on the agenda. Garrett Ross (Item No. 5); Lisa McConnell and Steve Edgington (Item No. 6).

Roe moved, seconded by McAntire that Res. No. 274-2022, approving Surface and Overhead Avigation Easement for Lot 1 of Ottumwa Airport Subdivision 5, be passed and adopted. Comm. Dev. Dir. Simonson reported the City auth. purchase agt. for this lot through Res. No. 147-2022. This res. approves the avigation easement which protects the function of the airport as a condition of the sale. Completion of this Easement allows the sale of the property to close. Motion carried 4-1. Absent: Pope.

McAntire moved, seconded by Hull that Res. No. 275-2022, auth. Mayor to execute a Public Utility Easement for a portion of a vacated alley in the City of Ottumwa, be passed and adopted. Simonson reported Res. No. 213-2022 auth. disposal of a section of vacated alley to Elliott Oil for the rebuild of W. Second station. This res. approves any public utility easement which advances that sale toward closing. Motion carried 4-1. Absent: Pope.

Roe moved, seconded by Galloway that Res. No. 276-2022, approving CO No. 5 for N. Market Façade Improvements Project (CDBG 20-CVN-024), be passed and adopted. Simonson reported CO No. 5 addresses the loose parapet wall at 105-107 N. Market. The adjustment is \$13,365.51 which uses the remaining project contingency for this bldg. of \$2,201.70 and increases contract sum by \$11,163.81. The original contract sum was significantly less than architects opinion of cost. The City's share of the change order would be 25% and the City's contribution does not exceed the budgeted contribution under the Downtown Development Program. New contract sum \$288,940.81. Motion carried 4-1. Absent: Pope.

Simonson reported Dan Laursen was already mobilized to the N. Court area (awarded contract to demolish 437 N. Court), and anticipated a cost savings to provide a bid below the typical rate to also demolish the condemned property at 510 N. Court. Laursen offered to complete the job for \$9,400 (asbestos abatement \$4,900 and demo \$4,500). According to processes outlined in the City's purchasing policy, this was approved by legal to proceed.

City Admin. Rath started the Heartland Humane discussion. The current agt. expires in Dec.; Heartland Humane currently provides animal housing for any dogs/cats that are picked up by OPD. Looked at language revisions and cleaned up procedures/expectations within the contract; strengthened our public purpose statement as these services are beneficial to all citizens in Ottumwa. Base Fee has been added to the contract; \$10 per day/per animal times 365 days per yr. averages \$36,500 for the yr. that is paid in quarterly installments. Clarification as the contract should state seven calendar days for the hold period. Galloway asked if when an owner comes to OPD to claim his/her animal, do they pay a license fee at that time if not already held. Officer Williams confirmed the animal must be licensed and vaccinated before

being released to the owner. Galloway also asked if a license fee can be built into the adoption fee charged by Heartland.

Garrett Ross spoke for Heartland Humane. Most of the agt. looks good to staff; request to increase the per day fee to \$15 which is closer to the market ave. in this area (\$18-\$20); which would put the base contract amt. \$54,750.

Mayor Johnson inquired if other cities/entities in Wapello County provide any assistance to Heartland. Currently, Wapello County Bd. of Supervisors provide \$1,000 annually. Heartland is also presenting to three city councils to try and secure more funding. Roughly, about 70% of strays picked up come from within city limits; leaving 30% from county and other cities. Current capacity at the shelter - up to 52 dogs and 46 cats. Pitbulls are currently being taken to Heartland even though they are located within city limits; trying to communicate with other veterinary clinics to see if they can take them or they get transported out of the city. Galloway stated page four of the Agt. still references the City's website and should be changed to reflect Animal Control Facebook page.

Council consensus is make the changes discussed – facebook page reference, hold period seven calendar days; and see the \$15 per day/per animal cost break-down before adjusting the daily rate from 10 to 15. Would like to get this approved before the end of 2022. Rath will work with the Heartland Humane Bd. and legal to incorporate changes. Garrett will provide break-down of costs.

Rath reported after the state passed HF2130 in June, there was an impact on UTV/ATV usage across the state. Municipalities still have authorization/jurisdiction to regulate where these can/can't be driven in the City. Our current ordinance allows for ATVs, motorcycles and dirt bikes to be operated on designated frozen ponds within the Greater Ottumwa Park when specifically auth. by the parks director. §26-20. From researching what other communities have done, they make distinction between different types of vehicles (ATV, UTV, Golfcart, Snowmobile).

Steve Edgington thinks allowing UTVs to operate on city streets is a great idea. He was instrumental in creating the ordinance for Wapello County. UTVs are required to have the same safety devices that you would see in a car (lights, seatbelts, brakes, etc.) You could require that anyone wanting to operate inside city limits would need to complete a safety course first. Proof of insurance also required.

Lisa McConnell also shared her agreement in allowing UTVs on city streets. Other communities are finding ways to make this work and hope that Ottumwa can too.

Sherry Sylvester and Joshua Luke agree; would like to see UTVs allowed in Ottumwa.

Rath continued, sounds like council wants to see a draft version of an ordinance that allows UTVs on certain city streets and ATVs for some exceptions (weather, snow) with vehicle types being clearly defined. Will work together with legal to draft an ordinance for your review. Likely hold another work session to discuss before officially adopting sometime in 2023.

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

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

Adjournment was at 6:47 P.M.



ATTEST:

*Christina Reinhard*  
Christina Reinhard, CMC, City Clerk

CITY OF OTTUMWA, IOWA

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

Published in the Ottumwa Courier on 12/10/2022.



December 6, 2022

TO: Ottumwa City Council Members

FROM: Richard W. Johnson, Mayor

**SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS**

Recommend re-appointments to the Historic Preservation Commission, terms to expire 01/01/2026.

Dennis Willhoit  
P.O. Box 1205

Wes Olson  
547 Leighton

Recommend re-appointment to the Inspection Board of Review, term to expire 01/18/2028.

Mark Merringer  
132 W. Alta Vista Ave.

**OTTUMWA CIVIL SERVICE COMMISSION**

**WPCF – Operator  
Entrance Eligibility List**

1. Benjamin Billings
2. Travis Hancock

Certified November 30, 2022

OTTUMWA CIVIL SERVICE COMMISSION

Ed Wilson, Chairman  
Ann Youngman  
Amy Gardner

CITY OF  
O T T U M W A

**Date:** December 6, 2022  
**To:** City Council (Meeting Packet)  
**From:** Philp Rath, City Administrator  
**Re:** Report to City Council and Citizens

*In addition to providing a verbal report of issues and topics of interest in and around the City of Ottumwa, this memo has been prepared for inclusion in the council packet. This should serve as a reference for those who are not able to attend the meeting in person and may not have an opportunity to view it later.*

**Agreements:** Heartland Humane Society: As stated in last month's report, the contract expires at the end of the year. A revised / updated agreement has been drafted and presented to the City Council and Heartland at a work session held last week. The majority of the agreement was acceptable to both entities. There was a question regarding the annual base contribution and Heartland was requested to provide support related to their request. A revised agreement is anticipated to be ready for consideration by the City Council for the December 20 meeting. Bridge City Sanitation: Staff met with the owners of BCS to discuss any pending service issues. We discussed concerns regarding equipment, timing of operations, customer service, and requested they come before the City Council to report on the service. No date / time has been established, but staff will continue to meet and address items of concern.

**Projects / Pending Legislation:** Depot Acquisition: the issues with property titling have been resolved and the City is now the owner of the depot and clubhouse. City staff is currently handling the cleaning and maintenance of the properties and will look into future public uses. Transfer of Transit Building: The city is still awaiting the federal notice of required funds to present to city council for approval. Once that has been received staff will proceed with a request to purchase the obligation and be in a position to officially sell the property to Wapello County Emergency Management. Comprehensive Parks Plan / Tennis Development: Design Workshop is finalizing the comprehensive park plan for Greater Ottumwa Park and is anticipating a presentation to the City after the first of the year. They were also working on the construction plans for the tennis center to be located in Sycamore Park, which should be presented around the same time. ATV / UTV Usage on City Streets: At the work session held last week, staff was directed to work with the city attorney to develop draft legislation to allow for the usage of UTV's on some city streets. Other types of vehicles, such as ATVs would continue to be illegal except for specific exemptions. This legislation would be presented at a future work session ahead of official action by City Council.

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: December 6, 2022

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Larry Seals  
Prepared By  
*Larry Seals*  
\_\_\_\_\_  
Department Head

*[Signature]*  
\_\_\_\_\_  
City Administrator Approval

AGENDA TITLE: Purchase a Sokkia GRx3 GNSS from Transit Works for the sum of \$23,024.00.

\*\*\*\*\*

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

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

RECOMMENDATION: Approve the purchase of a Sokkia GRx3 GNSS from Transit Works for the sum of \$23,024.

DISCUSSION: The Engineering Department performs various land surveying functions including topographic surveys, as-built surveys and construction stake outs. We use this piece of equipment to set control for topographical surveys for all in-house project design, geolocation of various city infrastructure assets: i.e. sewer manholes, underground utilities, etc., shoot construction project as built data.

This same equipment is used to gather base information for our Graphical Information Map System. The GIS mapping is used for Development projects and for mandated 24/7 location services.

The existing TopCon survey grade GPS being used was purchased in 2012. This current unit requires a cellular phone signal to operate, this data signal will no longer transmit after January 1, 2023 rendering this unit functional obsolete.

Quotes were solicited. Transit Works of Lincoln, NE returned the low base bid of \$23,024.00 and \$4,259 for the extended range Tablet Controller. This item has been budgeted through CIP for \$21,250. From the time of budget preparations, prices for this system have increased.

Budgeted      \$21,250  
Bid              \$23,024

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: Yes

### Additional Background Information

The use of a survey grade GPS (now widely accepted as a GNSS) will have additional benefits including establishment of surveys on widely accepted coordinate systems, ability to work without line of sight restraints and is a more time efficient means of gathering survey data. In 10 years time, technology has grown significantly, largely the accessibility to satellites. Until recent years, GPS (Global Positioning Systems) units have had access only to satellites operated by the US and Russia. New GNSS (Global Navigation Satellites System) units have access to satellites operated by the US, Russia, the European Union, China, India and Japan. The result of these changes have led to more than double the usable satellites resulting in quicker fix times and higher accuracy.

Source of Funds: CIP

Budgeted Item: Yes

Budget Amendment Needed: Yes



**TRANSIT WORKS**  
**6000 S 58th St Suite A, Lincoln, NE 68516 402.421.6100**  
**10540 Hickman Rd Suite E1, Des Moines, IA 50325 515.270.1156**  
**Email: transitworks@windstream.net**

**Name:** Chad Carlson  
**Company:** City of Ottumwa-Public Works  
**Address:** 105 E 3rd  
 Ottumwa, IA 52501

**Phone:** 641-684-2180  
**Email:** carlsonc@ottumwa.us

**Subject:** Sokkia GRX3 Rover Kit w/SHC6000 Tablet

Date	11/15/2022
Availability	
Terms	
Shipped Via	
Quoted By	David Hoffart

*We are pleased to offer the following quotation for your consideration:*

Item	Qty	Stock #	Description	Unit	Price	Ext Price
1	1	1030632-01 & 1030774-01	Sokkia GRX3 Rover Kit GGD Digital UHF 440-470 GNSS w/OAF L1+ L2 Glonass Option	Ea	\$ 18,320.00	
2	1	1034976-01	Sokkia SHC6000 Geo Cell Tablet Controller	Ea	\$ 3,420.00	
3	1	61065	Magnet Field Controller Software 12 Month Subscription	Ea	\$ 795.00	
4	1	5200-35	Cradle, FC6000/SHC6000 w/Pole Clamp	Ea	\$ 249.00	
5	1	22-050908-01	Rover Rod, 2m Fixed Height	Ea	Included	
6	1	SETUP	Set Up & Configure with Existing Equipment	Ea	\$ 240.00	
<b>Total Price</b>						<b>\$ 23,024.00</b>
<b>Other Options:</b>						
7	1	5217-04-FLY	Bipod, Thumb Release Seco	Ea	\$ 169.00	
8	1	1035025-01	Sokkia SHC6000 Geo Cell Extended Range Tablet Controller	Ea	\$ 4,090.00	

**Note:** Pricing Reflects Current Pricing and is Subject to Change.

Sub-Total	
Shipping	
Sales Tax	
Total	

*Thank you for this opportunity to provide a quotation. If you have any questions, please let us know.*

Prepared By: David Hoffart

11/15/2022

Accepted By: Richard W. Johnson

12/6/22

received Item No. H.-2.  
11-29-22 8:10 AM

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: December 6, 2022

John Lloyd WPCF Superintendent

Prepared By

Public Works - WPCF  
Department

Larry Seals  
Department Head

[Signature]  
City Administrator Approval

AGENDA TITLE: Repair of Elm Street Pump #3

\*\*\*\*\*

\*\*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 repair of a Flygt Model 3140.180-6456 Wastewater Pump in the amount of \$10,296.00.

DISCUSSION: This is to repair a recently pulled unit used for pumping to the Wastewater Plant Headworks. This keeps a spare on hand to use in the future. The cost of a new unit is estimated at exceeding \$90,000. A pump repair kit would be \$10,296. Due to a difference in prices of more than \$80,000 we recommend repairing the pump rather than replacement.

WPCF budgeted \$140,000 in 610-8-815-6399 for maintenance and repairs and the cost will be taken out of this line item. With an expense of \$10,296 and a previous balance of \$119,112 there would be a remaining balance of \$108,816.

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

Source of Funds: Sewer Fund

Budgeted Item: YES

Budget Amendment Needed: NO



# QUOTATION

4280 E 14th Street  
 Des Moines IA 50313-2604 USA  
 Telephone: (515) 265-2222 / FAX (515) 265-8079  
 Toll Free 1-800-383-PUMP

www.electricpump.com

QUOTE NUMBER: 0149980  
 QUOTE DATE: 11/9/2022  
 EXPIRE DATE: 12/9/2022

SALESPERSON: CHAD SPARKS  
 CUSTOMER NO: 6830641  
 QUOTED BY: jar

FLYGT 3140.180-6156 5

QUOTED TO:  
 OTTUMWA WATER POLLCONTROL  
 2222 SOUTH EMMA  
 OTTUMWA, IA 52501

JOB LOCATION:  
 OTTUMWA WATER POLLCONTROL  
 2222 SOUTH EMMA  
 OTTUMWA, IA 52501

CONFIRM TO:

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

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS			
	OURTRK	ORIGIN	Net 30 Days			
ITEM NUMBER	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
LOCATION: STORM WATER						
PUMP: FLYGT 3140.180-6156 SN: 9620139						
CAUSE OF FAILURE: WORN IMPELLER CAUSING VIBRATION LEADING TO SEAL FAILURE						
000006018931	EACH	1.00	0.00	0.00	4,009.00	4,009.00
000003193800	EACH	1.00	0.00	0.00	687.00	687.00
000003811800	EACH	1.00	0.00	0.00	4,365.00	4,365.00
/MISC	EACH	1.00	0.00	0.00	35.00	35.00
/ENVI	EACH	1.00	0.00	0.00	80.00	80.00
/PSMD	HOUR	8.00	0.00	0.00	140.00	1,120.00

THE PRICING IN THIS QUOTE DOES NOT INCLUDE FREIGHT, INSTALLATION AND STARTUP

THANK YOU, JULIE ROKES  
 jrokes@electricpump.com  
 CC: CHAD SPARKS (515) 707-1929

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

Net Order: 10,296.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 10,296.00**

received  
11-29-22 8:10AM

Item No. I.-1.

RECEIVED

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: December 6, 2022

\_\_\_\_\_  
Engineering  
Department

\_\_\_\_\_  
Phillip Burgmeier  
Prepared By  
*Darryl Seals*  
\_\_\_\_\_  
Department Head

\_\_\_\_\_  
*Phyllis*  
City Administrator Approval

AGENDA TITLE: Resolution #277-2022. Approving Professional Services Agreement between the City of Ottumwa and HDR Inc. for the WPCF Aeration System Improvements Project and authorizing the Mayor to sign the agreement.

\*\*\*\*\*

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

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

RECOMMENDATION: Pass and adopt Resolution #277-2022.

DISCUSSION: Aeration demand in the activated sludge process utilized at the WPCF will vary from day to day and hour to hour depending on the amount of waste flowing to the plant at that moment. Over the years demand has dropped so far that most of the time the blowers are turned all the way down and still provide too much air. This project will modify the existing blowers to better align with the current aeration needs. It will also install automation equipment so the aeration demand will be constantly adjusted to the actual demand. This will prevent under aeration as demand increases and over aeration as demand decreases.

HDR Engineering has been the Plant Engineer since 2016 and have a thorough understanding of the operations of the plant. Under this agreement HDR will prepare construction documents and provide bidding and construction administration.

Total cost of design as outlined in the agreement is not to exceed \$80,102. WPCF budgeted \$632,000 for engineering and construction of the aeration improvements. Funds for engineering will come from this amount

Funding: \$632,000 - Capital Improvements Fund (6799)

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION NO. 277-2022

A RESOLUTION APPROVING THE PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE CITY OF OTTUMWA AND HDR, INC. FOR THE WPCF  
AERATION SYSTEM IMPROVEMENTS PROJECT

WHEREAS, This agreement will provide for professional services for the design of the WPCF Aeration System Improvements Project and,

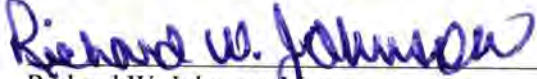
WHEREAS, HDR Engineering is the designated Plant Engineer for the Water Pollution Control Facility and will provide the following services; preparation of construction documents, bidding administration, and construction administration; as described in the agreement; and

WHEREAS, Total not to exceed contract amount is \$80,102.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The Agreement between the City of Ottumwa and HDR, Inc. for the above referenced project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6<sup>th</sup> day of December, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk



**TASK ORDER**

This Task Order pertains to an Agreement by and between the Ottumwa, Iowa (City) Wastewater Treatment Plant, ("OWNER or CITY"), and HDR Engineering, Inc. ("ENGINEER or HDR"), dated January 19, 2016, ("the Agreement"). ENGINEER shall perform project services as provided in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

**TASK ORDER NUMBER: 9.0**

**PROJECT NAME:** Water Pollution Control Facility Aeration System Control Improvements

**PART 1.0 PROJECT DESCRIPTION:** The City of Ottumwa has decided to implement several aeration system control improvements at the WPCF that were recommended in the 2021 Aeration System Control Study and further considered during a design scoping meeting on Friday, October 28, 2022.

**PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:** See Exhibit A.

**PART 3.0 OWNERS RESPONSIBILITIES:**

Owner will provide the requested information on the WPCF operations, attend and host workshops, and provide timely comments on all deliverables.

**PART 4.0 PERIOD OF SERVICE:**

The Period of Service is based on HDR's receipt of the OWNER's authorization to proceed by December 1, 2022.

Activity	Task Completed By
Task Series 100, 200, 300, 400	December 31, 2023

**PART 5.0 ENGINEER'S FEE:**

The total not to exceed fee for completion of ENGINEER's scope of service is \$80,102 to be invoiced on an hourly basis plus direct expenses per the 2023 HDR Rate Schedule. If a change is required, a modification describing the revised scope, fee, and project deliverables will be prepared and submitted to OWNER for approval.

**PART 6.0 OTHER:** None

This Task Order is executed this 6 day of December, 2022.

**CITY OF OTTUMWA, IA WATER POLLUTION CONTROL FACILITY**

"OWNER"

BY: Richard W. Johnson

NAME: Richard W. Johnson

TITLE: Mayor

ADDRESS: 2222 South Emma Street  
Ottumwa, Iowa 52501

**HDR ENGINEERING, INC**

"ENGINEER"

BY: \_\_\_\_\_

NAME: Ronald J Sova, PE.

TITLE: Sr. Vice President

ADDRESS: 1917 S. 67<sup>th</sup> St.  
Omaha, NE, 68106

## General

The City of Ottumwa Water Pollution Control Facility (WPCF) utilizes a four-pass Vertical Loop Reactor (VLR), which is an aerobic suspended growth activated sludge system, to provide secondary treatment. Aerobic digester tanks are used to reduce volatile solids in the waste activated sludge from the VLR activated sludge system. Air is supplied by a dual aeration system consisting of coarse bubble diffused air beneath the horizontal baffle and disc aerators at the surface of the aeration tank. Two 400 horsepower (HP) Turblex blowers each with variable frequency drives (VFDs) provide oxygen to the VLR aeration basins through the coarse bubble diffusers. These blowers are also used to provide oxygen to the aerobic digester tanks through coarse bubble diffusers.

An Aeration System Control Study was completed in 2021 to evaluate potential aeration system improvements that would:

1. Reduce operator attention to maintain required airflow and/or dissolved oxygen concentrations.
2. Improved ability of aeration system to match actual aeration requirements through instrumentation feedback and reducing the amount of overaerating and under-aerating.
3. Reduced annual energy costs.
4. Improvement treatment performance.

Recommendations from the Aeration System Control Study that are proposed for implementation include the following:

1. Aeration System Controls Including:
  - a. Air flow meters and transmitters on the 8-inch air laterals to each VLR Basin. Install meters and transmitters only on the two VLR Basins that are being used.
  - b. Air flow control valves on the 8-inch air laterals to each VLR Basin. Install control valves only on the two VLR Basins that are being used.
  - c. Modify the piping on the other two VLR Basins, so that meters/transmitters and control valves can be added later.
    - 1) Run conduit to these basins for future use in pulling control wiring to the meters and control valves.
    - 2) Include I/O and PLC modifications to add the meters and controls valves in the future.
  - d. Evaluate the existing DO Probes and Transmitters in each VLR Basin for compatibility with the new control system. If not compatible, replace each of the existing DO Probes and Transmitters.
  - e. Flow meter and transmitter and manually operated flow control valve on the 10-inch air piping to the Primary Clarifier Pre-Aeration Tanks.
  - f. Programming modifications to integrate the additional instrumentation and control valves into the existing SCADA and Master Control Panel, so airflow control to the VLR Basins can be adjusted automatically.
2. Modify both of the existing Turblex Blowers by replacing the impellers with smaller impellers to deliver lower airflow demands than the existing Turblex Blowers. Include Class II Servicing on the Turblex Blowers at the same time to impellers are modified.

Refer to Exhibit B Man-hours and Cost and Project Schedule for related information.



## Scope of Services

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The scope of services for the Aeration System Control Improvements includes the following:

- Project Management/Initiation and Background Information Review
- Preparation of Construction Documents
- Bidding Administration
- Construction Administration

The following work plan task descriptions address these items.

## Work Plan Tasks

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HDR will work with the city staff throughout the project to get input regarding operational considerations, consensus, issues and objectives for the project. Specific tasks include:

### *TASK SERIES 100 - PROJECT INITIATION/BACKGROUND DATA*

#### **Task 110 – Management Plan/Initiation Meeting**

- Project Manual - A project manual will be developed to present procedures, contacts and responsibilities for the project.
- Initiation - A meeting will be held with key HDR personnel and city staff to discuss the scope, goals and proposed schedule, and brainstorm the issues to clarify and establish direction for the individual tasks.

#### **Task 120 – Background Data**

HDR will review background information provided by the City, including such items as:

- City Construction Standards
- Existing Drawings

#### **Task 130 - QA/QC Program**

HDR will institute and maintain a QA/QC program for the work performed on this project. To ensure objectivity, senior technical staff, not involved in the project, will perform internal QA/QC upon completion of preliminary design and construction documents before they are submitted to the City

#### **Task 140 – Progress Meetings**

HDR will conduct monthly progress meetings. The meetings will be conducted either face to face or remotely via Webex.

#### **Task 150 – Preliminary Estimate of Construction Costs**

HDR will review and update the estimated cost of the proposed improvements included in the 2021 Aeration System Control Study:

- Equipment manufacturers will be contacted to request current budget pricing.
- Recent bid prices of projects with similar scope will be reviewed.
- Turblex Blower Representative will be contacted to get updated pricing and schedule to provide new impellers for each blower and perform the Class II Servicing.

The updated estimate of construction cost will be used to determine if the scope of work needs to be adjusted to match the budget.

### **Deliverables**

- Meeting agenda and minute
- Action item summary
- Monthly status reports, Monthly status reports address additional scope items and schedule impacts.
- Preliminary estimate of construction cost.

### **TASK SERIES 200 – PREPARATION OF DESIGN DOCUMENTS**

This task series will include development and review of bidding documents (Drawings and Specifications) for Construction and Implementation of the Aeration System Control Improvements included in the Recommendations listed General Section.

#### **Task 210 – Preliminary Drawings and Specifications Preparation**

- Drawings will be prepared in AutoCAD to the 90 percent design level and will incorporate City standards. Design plans will be developed utilized industry standard scales, in English engineering units.
- Specifications will be prepared to the 90 percent design level in Construction Specifications Institute (CSI) format using Microsoft Word, and will incorporate City standards. It is assumed that the EJCDC general conditions and special provisions, bid form, agreement and other "front-end" sections will be used in the construction documents, and that HDR's master specifications will be used as a basis for the technical provisions.
- Perform QC of the 90 percent complete Drawings and Specifications

#### **Task 220 – Engineer's Opinion of Probable Construction Cost**

- An engineer's cost estimate will be provided based on the 90 percent Drawings and Specifications.

#### **Task 230 – Review of Preliminary Documents with City Staff**

- Submit the 90 Percent Drawings and Specifications to the City for review and comment.
- Meet with City Staff to discuss and resolve comments.

#### **Task 240 – Final Drawings and Specifications Preparation**

- Incorporate City's comments into the Drawings and Specifications from the 90 percent review.
- Finalize bidding documents and issue to regulatory agency (Iowa Department of Natural Resources [IDNR])
  - Include a letter to the IDNR explaining that reducing the impeller size and capacity of the Turblex Blowers will not reduce the WPCF rated capacity.
    - ✓ There were errors in the original design of the Turblex Blowers. Not enough credit was given for air supply from the disc aerators, which led to the Turblex Blowers being oversized.
    - ✓ Point out that the full impellers will be kept onsite and available for reinstallation if needed at a later date.

- Respond to regulatory agency comments.
- Incorporate comments from regulatory agency into bidding documents.
- Equipment Pre-procurement documents will be prepared to request proposals from manufacturers to expedite the delivery of the equipment. HDR will assist the City in requesting proposals for equipment and preparing pre-procurement agreements. Pre-procurement of the following equipment is anticipated:
  - 1) Air Flow Control Valves and Electric Actuators
  - 2) Air flow meters and transmitters
  - 3) DO Meters and Probes (if required).
- A price will be requested from Automatic Systems to do the Programming and Integration. This price will be provided to Contractors to include in their bid.

### **Deliverables**

- Three sets of drawings and specifications for IDNR Review.
- Two sets of preliminary drawings and specifications for City review
- Two sets of final drawings and specifications for City review and acceptance
- Engineer's Opinion of Probably Construction Cost.
- Minutes from preliminary design review meeting.
- Letter to IDNR to include with drawings and specifications.
- Response to IDNR review comments.
- Final Bidding Documents.

## **TASK SERIES 300 – BIDDING**

### **Task 310 – Bidding Assistance**

Following receipt of Authorization to Construct (approval) from IDNR and authorization from the City, HDR will assist the City in obtaining bids for Construction of the Aeration System Control Improvements Project:

- Interpretation/Addenda Preparation
- Review and evaluate bids and make recommendation for award.
- Prepare Notice of Award and contract documents for execution by the contractor.

### **Deliverables**

- Addendum documenting changes to the bidding documents.

## **TASK SERIES 400 – CONSTRUCTION ADMINISTRATION**

### **Task 410 – Construction Administration**

- Conduct Preconstruction Meeting
- Review and approve shop drawings and O&M Manual.
- Perform periodic site visits twice/month to review progress during construction. Four (4) Site Visits are anticipated. Site visits will be incorporated with monthly construction progress meetings.

- Manage and respond to Request for Information (RFIs) and issue Field Orders. No more than five (5) RFIs and no more than two (2) Field Orders are anticipated.
- Review Substantial Completion Submittal, provide a punch list of work remaining, and perform Final Completion Inspection.
- Perform close out activities for IDNR documentation.

### **Deliverables**

- As-recorded documents.

### **Assumptions**

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The Scope of Work defined above and outlined in this Exhibit does not include the following:

1. Initial design survey. Drawings will be prepared based on existing drawings and aerial photo background information.
2. Full-time construction observation. Only periodic construction observation will be conducted. Four (4) site visits are included in the scope.

received  
12-1-22 815A

Item No. I.-2.

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Dec 6, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 278-2022: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A REAL ESTATE PURCHASE AGREEMENT WITH LORENZO SILVA AND SEBASTIAN SILVA-ZUNIGA

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 278-2022.

DISCUSSION: In August of 2019, the City approved a development agreement with Lorzeno Silva and Sebastian Silva-Zuniga which transferred city-owned property on Mable to the buyers in order to complete an automotive garage in the I-1 zone within 3 years. The buyers were not able to complete the project. This resolution returns their purchase price and allows the city to recover the lots for other use.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

December 6, 2022

5:30 p.m.

- Resolution approving and authorizing the execution of a Real Estate Purchase Agreement with Lorenzo Silva and Sebastian Silva-Zuniga

### IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

RESOLUTION NO. 278-2022

RESOLUTION APPROVING AND AUTHORIZING THE  
EXECUTION OF A REAL ESTATE PURCHASE AGREEMENT  
WITH LORENZO SILVA AND SEBASTIAN SILVA-ZUNIGA

WHEREAS, the City of Ottumwa (the "City") previously sold certain real property to Lorenzo Silva and Sebastian Silva-Zuniga (together, the "Seller") for \$1,250, pursuant to a development agreement that obligated the Seller to construct a mechanic workshop on the property within three years, which real property is described as follows:

Lots 51, 52, 53 and the West One-Half of Lot 54, Block 4, all in Manning's First Addition to the City of Ottumwa, Wapello County, Iowa.

Commonly known as 1726, 1732, 1736 and 1744 Mable.

WHEREAS, the Seller has determined that they will not complete construction of the mechanic workshop on the property, and has offered to sell the property back to the City for \$1,250, provided that all costs of the transaction would be deducted from this purchase price before the Seller received any proceeds, pursuant to the terms and conditions of a proposed Real Estate Purchase Agreement (the "Agreement").

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

Section 1. That the City shall offer to purchase the real property described herein, for \$1,250 less all costs of the transaction, under the terms and conditions of the Agreement.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things as may be necessary to complete the above-described transaction, including execution of ancillary documents.

PASSED AND APPROVED this 6th day of December, 2022.

By: Richard W. Johnson  
Richard W. Johnson, Mayor

ATTEST:

By: Christina Reinhard  
Christina Reinhard, City Clerk

## Real Estate Purchase Agreement

**WHEREAS**, on August 5, 2019, the City of Ottumwa conveyed property by quit claim deed to Lorenzo Silva and Sebastian Silva-Zuniga as tenants in common; and

**WHEREAS**, on August 2, 2019, a Development Agreement was approved between the City of Ottumwa and Lorenzo Silva and Sebastian Silva- Zuniga for redevelopment of the property; and

**WHEREAS**, in the Development Agreement, Lorenzo Silva and Sebastian Silva-Zuniga agreed to construct a mechanic workshop on the property within three years; and

**WHEREAS**, the Development Agreement established a \$1,250 purchase price for the property; and

**WHEREAS**, Lorenzo Silva and Sebastian Silva- Zuniga have contacted the City of Ottumwa and indicated that they no longer plan to construct the mechanic workshop on the property, and they are willing to return the property to the City of Ottumwa; and

**WHEREAS**, the City of Ottumwa has agreed to pay Lorenzo Silva and Sebastian Silva-Zuniga \$1,250, minus the City's costs to complete the transaction, for the property.

**NOW, THEREFORE**, the parties agree as follows:

This Real Estate Purchase Agreement is dated December 6, 2022 and is between Lorenzo Silva and Sebastian Silva-Zuniga (the "Seller") and the City of Ottumwa, Iowa (the "Buyer").

The parties agree as follows:

1. **Purchase and Sale of Property.** The Seller shall convey to the Buyer the real property legally described on Exhibit A attached hereto and made a part hereof, together with any easements and servient estates appurtenant thereto and subject to any (i) zoning restrictions, (ii) easements of record, and (iii) restrictive covenants of record (the "Property").

2. **Purchase Price.** The Purchase Price shall be \$1,250.00 (the "Purchase Price"). The Buyer shall pay the Purchase Price in cash on the Closing Date with adjustments as provided in this agreement.

3. **Real Estate Taxes and Special Assessments.**

- a. Seller shall pay all real estate taxes that are due and payable as of the Closing Date and constitute a lien against the Property, including any unpaid real estate taxes for any prior years. Seller shall pay in full all special assessments that are certified as liens against the Property on the public record as of the Closing Date.
- b. Seller shall also pay the prorated share of real estate taxes, based upon the Closing Date, for the fiscal year in which possession is given (due and payable in the subsequent fiscal year). Buyer shall be given a credit for such proration at Closing based upon the last known actual net real estate taxes payable according to public



- c. Buyer shall pay all subsequent real estate taxes.
4. **Closing and Possession.**
- a. Closing shall occur on a date mutually agreed to between the parties on or before February 15, 2023 (the "Closing Date").
  - b. Seller shall give Buyer possession of the Property on the Closing Date.
  - c. This transaction shall be considered closed upon (i) the filing of all title transfer documents (including a declaration of value and groundwater hazard statement), and (ii) Seller's receipt of all funds due from Buyer under this agreement ("Closing").
5. **Closing Costs.**
- a. At or before Closing, Seller shall pay: (i) the cost of ordering a title certificate under section 8(a) of this agreement; (ii) transfer taxes; (iii) real estate taxes under section 3(a) and (b) of this agreement; (iv) Seller's attorney's fees; and (v) other professional fees incurred by Seller in connection with this transaction.
  - b. At or before Closing, Buyer shall pay the Purchase Price under section I of this agreement.
  - c. Further, Seller agrees that the Purchase Price proceeds paid by the City at Closing shall first be used to pay the amount of: (i) all recording fees, (ii) any closing or settlement fee charged by a closing or title agent; (iii) Buyer's attorney's fees related to this transaction; and (iv) all other costs incurred by Buyer in connection with this transaction.
6. **Fixtures.** Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the real estate, whether attached or detached.
7. **Condition of Property.**
- a. The Property as of the date of this agreement, including buildings, grounds, and all improvements, will be preserved by the Seller in its present condition until possession, ordinary wear and tear excepted.
  - b. At any time prior to the Closing Date ("Buyer Acquisition Study Period"), Buyer may, at Buyer's expense, perform an acquisition study to determine the suitability of the Property for Buyer's intended use, which study may include, but not be limited to, a physical inspection of the Property by persons of Buyer's choice; Buyer's evaluation of the area of the Property and availability to the Property of sufficient sanitary and storm sewer, gas, water, communication, and electrical utility services; Buyer's evaluation of parking availability, traffic flow, and ingress and egress to and from the Property; Buyer's evaluation of the zoning classification of the Property; Buyer's inspection and review of all agreements, leases, conveyances, encumbrances, restrictive covenants, contracts, or easements affecting the Property in any manner whatsoever; preparation, review, and approval of the Buyer's site and development

restrictive covenants, contracts, or easements affecting the Property in any manner whatsoever; preparation, review, and approval of the Buyer's site and development plans for the Property, if any, by all governing agencies and necessary third parties; and other aspects of the Property pertaining to its use for Buyer's purposes. In the event Buyer is not satisfied for any reason whatsoever with the results of its acquisition study of the Property, then on or before the expiration of the Buyer Acquisition Study Period, Buyer may, in its sole discretion, terminate this agreement by providing written notice to Seller.

- c. The parties acknowledge that Buyer is acquiring the Property as an innocent landowner or bona fide prospective purchaser as the applicable term is used in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et. seq., and Seller shall freely cooperate with Buyer in sustaining that status. This Section shall survive the Closing.

**8. Title.**

- a. After execution of this agreement, Buyer shall promptly obtain a title certificate for the Property continued through the date of this agreement and deliver it to Buyer's attorney for examination. The Seller shall pay the cost of the title certificate order at Closing.
- b. The title certificate shall show marketable title in Seller in conformity with this agreement, Iowa law, and the title standards of the Iowa State Bar Association. Seller shall make every reasonable effort to promptly perfect title. If Closing is delayed due to Seller's inability to provide marketable title, either party may terminate this agreement by written notice to the other party.

9. **Survey.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, the Seller shall pay the costs thereof. Buyer may, at Buyer's expense prior to Closing, have the Property surveyed and certified by a Registered Land Surveyor. If any survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, then the encroachment(s) shall be treated as a title defect.

10. **Deed.** Seller shall convey the Property to Buyer by warranty deed, free and clear of all liens, restrictions, and encumbrances except as permitted by this agreement.

11. **Use of Purchase Price.** Seller agrees that at time of settlement, funds of the Purchase Price may be used to pay taxes, other liens, and to acquire outstanding interests, if any, in addition to paying other costs as described in section 5, prior to the proceeds being paid to Seller.

12. **No Assumption of Liabilities.** Buyer does not assume any liabilities of any kind or nature whatsoever of Seller.

13. **Lease Agreements.** Seller represents and warrants to Buyer that there are no lease or occupancy agreements concerning the Property, except as disclosed to Buyer in writing as of the date Seller executes this agreement. At Closing, Seller shall assign and Buyer shall assume any lease or occupancy agreements concerning the Property acceptable to Buyer, in its sole and absolute discretion. Any lease or occupancy agreements not approved by Buyer shall be terminated by Seller

prior to Closing.

14. **Joint Tenancy.** If, immediately preceding acceptance of the offer, the Property is held in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Seller, then the proceeds of this sale, and any continuing or recaptured rights of Seller in the Property, shall belong to Seller and Seller's joint tenant as joint tenants with full rights of survivorship and not as tenants in common; and Buyer, in the event of death of Seller or Seller's joint tenant, agrees to pay any balance of the price due Seller under this Agreement to the surviving joint tenant and to accept a deed from the surviving joint tenant.

15. **Joinder by Seller's Spouse.** Seller's spouse, if not a title holder immediately preceding acceptance, executes this agreement only to relinquish any rights of dower, homestead, and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed for this purpose.

16. **Approval of Court.** If the Property is an asset of an estate, trust, or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa State Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this agreement for such approval. If this Agreement is not so approved by thirty (30) calendar days prior to the Closing Date, either party may declare this agreement null and void, and all payments made hereunder shall be made to Buyer.

17. **Remedies.**

- a. If Buyer breaches, repudiates, or otherwise fails to timely perform this agreement, Seller may, as its sole remedy, terminate this agreement by written notice to Buyer and recover Seller's actual, documented expenses associated with this transaction.
- b. If Seller breaches, repudiates, or otherwise fails to timely perform this agreement, Buyer may elect, as its sole remedy, to (i) terminate this agreement by written notice to Seller, or (ii) to enforce this agreement by specific performance.
- c. The prevailing party in any dispute arising out of this agreement shall be entitled to obtain judgment for its reasonable costs and attorney fees.

18. **Notice.** For a notice under this agreement to be valid, it must be in writing and must be delivered either (i) in person, (ii) via certified mail to the address noted below, or (iii) via email if the receiving party consents to receiving notice via email. All notices shall be effective upon receipt.

**If to the Sellers:**

Lorenzo Silva and Sebastian Silva-Zuniga  
239 East Manning  
Ottumwa, IA 52501

**If to the Buyer:**

City of Ottumwa, Iowa  
Attn: City Administrator  
105 E. Third Street  
Ottumwa, IA 52501

19. **Time of the Essence.** In the performance of each part of this agreement, time shall be of the essence.

20. **Choice of Law.** All claims relating to this agreement shall be governed by the laws

of the State of Iowa without regard to principles of conflicts of law.

21. **Forum.** The sole and exclusive jurisdiction for any action arising from or relating to this agreement shall be in the state courts located in Wapello County, Iowa.

22. **Assignment.** Neither party may transfer to any other person (i) any discretion granted under this agreement, (ii) any right under this agreement, (iii) any remedy under this agreement, or (iv) any obligation imposed under this agreement.

23. **Survival; Further Assurances.** This agreement shall survive the Closing. At or after Closing, the parties shall prepare, execute and deliver, at their respective expense, such additional instruments and other documents and shall take or cause to be taken such other action as is reasonably requested by the other party at any time or from time to time in order to effectuate and comply with all the terms of this Agreement and the transactions contemplated hereby.

24. **Entire Agreement.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

25. **Modification and Waiver.** No amendment of this agreement will be effective unless it is in writing and signed by both parties. No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

26. **Severability.** The parties agree that if a dispute between the parties arises out of this agreement, they would want the court to interpret this agreement as follows:

- a. With respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
- b. If an unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of this agreement will remain in effect;
- c. By holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
- d. If modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.

27. **Counterpart and Electronic Signatures.** This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and PDF signatures are as effective as original signatures.

*[The parties have signed this agreement on the following page]*

The parties are signing this agreement as of the date stated in the introductory clause.

**Seller: Lorenzo Silva and Sebastian Silva-Zuniga**

**Buyer: City of Ottumwa, Iowa**

By: Lorenzo Silva  
Lorenzo Silva

By: Richard W. Johnson  
Mayor

By: Sebastian Silva-Zuniga  
Sebastian Silva-Zuniga

(641) 680-7206

ATTEST:

By: Christa Burkhard  
City Clerk



**EXHIBIT A**

*Lots 51, 52, 53 and the West One-Half of Lot 54, Block 4, all in Manning's First Addition to the City of Ottumwa, Wapello County, Iowa.*

*Said lots as commonly known as 1726, 1732, 1736 and 1744 Mable.*

*[Legal description to be confirmed by title certificate]*

02051401-1\10981-1000

**received**  
12-1-22 815A

# CITY OF OTTUMWA

## Staff Summary

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

Council Meeting of: Dec 6, 2022

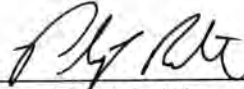
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Resolution No. 279-2022 - a resolution to accept the proposal from Hopkins & Huebner, PC for the provision of legal services related to prosecution

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution 279-2022

DISCUSSION: Due to staffing changes at Ahlers and Cooney, the city administrator has been contacted by the firm to identify if the prosecution services might be addressed by another individual / law firm. City council approved a Request For Proposal process to select an attorney/firm to address prosecution for the City. The process produced Hopkins & Huebner, P.C. to provide prosecution services on behalf of the City. A copy of the engagement letter is attached.

Source of Funds: N/A

Budgeted Item:  Budget Amendment Needed:

**RESOLUTION NO. 279-2022**

**RESOLUTION ACCEPTING THE ENGAGEMENT AGREEMENT  
FROM HOPKINS & HUEBNER, PC  
FOR THE PROVISION OF LEGAL SERVICES RELATED TO PROSECUTION**

**WHEREAS**, on January 18, 2022 the City of Ottumwa adopted Resolution 9-2022 a “Resolution Accepting the Engagement Agreement From Ahlers & Cooney, P.C. for the Provision of General Legal Services” addressing the years 2022-2023; and

**WHEREAS**, a request was made to identify an alternate source for prosecution services related to the City, which launched a Request For Proposal process identifying Hopkins & Huebner, PC as a qualified firm capable of providing such service; and

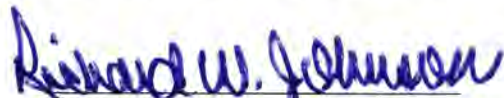
**WHEREAS**, an Engagement Letter addressing prosecution matters related to the City has been prepared by Hopkins & Huebner, PC.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA**, that approval of the attached Engagement Letter for prosecutorial services is granted and that the City Administrator of the city of Ottumwa, Iowa, is hereby authorized and directed to execute said Agreement on behalf of the City.

**BE IT FURTHER RESOLVED**, the City Council provides the City Administrator with discretion to utilize alternative law firms to resolve potential conflicts of interest as may arise related to specific cases.

APPROVED, PASSED AND ADOPTED, this 6<sup>th</sup> day of December, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk





LAW OFFICES OF  
**HOPKINS  
& HUEBNER, P.C.**

Des Moines Office  
2700 Grand Avenue, Suite 111  
Des Moines, Iowa 50312-5215  
Phone: 515-244-0111  
Fax: 515-244-8935

E. J. Giovannetti  
Jeff H. Jeffries  
R. Ronald Pogge ◦  
Lorraine J. May  
E. J. Kelly +  
Jeff M. Margolin \*  
Matthew A. Grotnes  
Jane V. Lorentzen  
Hugh J. Cain  
Barbara A. Hering  
Apryl M. DeLange  
Brent L. Hinders  
Jeffrey D. Ewoldt  
Robin G. Maxon #  
Chandler M. Surrency #  
Eric M. Updegraff  
Alex E. Grasso  
Jessica A. Eglseder  
Alex S. Dornacker  
Meghan C. O'Meara  
Adam L. Kiel  
James J. Theobald

Quad Cities Office  
Northwest Bank Tower  
100 E. Kimberly Road, Suite 400  
Davenport, Iowa 52806-5943  
Phone: 563-445-2264  
Fax: 563-445-2267

M. Anne McAtee \*  
Michael C. Walker \*  
Glenn F. Ruud\*  
Paul L. Macek  
Amanda R. Motto\*  
Kylie K. Franklin\*

Adel Office  
1009 Main Street  
Adel, Iowa 50003-1454  
Phone: 515-993-4545  
Fax: 515-993-5214

James E. Van Werden  
Adam Doll  
Edward S. Fishman

Terrence A. Hopkins (Retired)  
Fred D. Huebner (1919-1996)

\* Also admitted in Illinois  
+ Also admitted in Nebraska  
◦ Also admitted in Arizona  
# Also admitted in Kansas

www.hhlawpc.com

November 30, 2022

Phillip Rath  
City Administrator  
105 E. Third Street  
Ottumwa, IA 52501  
[rathp@ottumwa.us](mailto:rathp@ottumwa.us)

City Council  
105 E. Third Street  
Ottumwa, IA 52501

RE: City of Ottumwa

Dear Phillip and Members of the City Council:

This letter is to confirm that Hopkins & Huebner, PC. ("Attorney") has been retained to represent the City of Ottumwa ("Client") in prosecutorial matters. This contract is an hourly fee agreement. Attorney will provide legal services to Client as set forth by the below terms:

1. Scope of Services. Attorney is being hired to represent Client in prosecutorial matters. Attorney will provide all legal services reasonably required to represent Client and will take all reasonable steps to keep Client informed of Attorney's progress.
2. Consent to Communicate via Email and Fax. As part of attorney representation, Client understands that communication may include email and/or other electronic fashion with Attorney. Confidential information may be transmitted in this matter.
3. Retention to File. At the conclusion of this matter, Attorney will store the file concerning this matter in its archives, either electronically or in physical form for a period of six (6) years. During that time, Client may request any or all of the documents from the file. At the end of that period of time, the file will be destroyed with no further notice to Client.
4. Fees and Expenses. Attorney will charge \$175.00 an hour. Paralegals are billed at \$100.00 an hour and any expenses necessary for the representation of the Client. These rates will be maintained for two (2) years.
5. Discharge and Withdrawal. Client may discharge Attorney at any time. If client terminates Attorney's employment, Client shall pay Attorney a fee based on the reasonable value of Attorney's services performed prior to termination. Attorney may withdraw with Client's consent (i.e. breach of this agreement, refusal to

November 30, 2022

. cooperate or when Client takes an action redarning continuing representation unlawful or unethical).  
When services are concluded, all unpaid charges immediately become due and payable.

6. Effective Date. This agreement takes effect upon date Client signs and returns copy to Attorney.

Sincerely,

**HOPKINS & HUEBNER, P.C.**



Brent L. Hinders

**Des Moines Office**

Direct dial: 515-697-4232

Direct fax: 515-697-4233

Email: bhinders@hhlawpc.com

11/30/22

Date

  
Attorney

I, Phillip Rath, on behalf of the City of Ottumwa, have read and understood the foregoing terms and agree to them.

Date

\\HHLAWPC\DSM Shared\BLH\City of Ottumwa\Corres\22-11-30 Rath and Council Members.docx

Phillip Rath, City Administrator



**CITY OF OTTUMWA**  
**Staff Summary**

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

Council Meeting of: Dec 6, 2022

JAY WHEATON

Prepared By

DUKE BALL

Department Head

Airport

Department

City Administrator Approval

AGENDA TITLE: Resolution # 280-2022 Accepting the work as final and complete and approving the final pay request for the Apron 2022 Improvement Project.

\*\*\*\*\*

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

This field is hidden. Do not check this box. If you are a user of the system, you must have the appropriate permissions to view this field.

RECOMMENDATION: Pass and adopt Resolution # 280-2022

DISCUSSION: Winger Companies of Ottumwa Iowa was awarded the contract for the Apron 2022 Improvement Project on April 5th 2022 in the amount of \$228,853.25. Work has been completed and approve final payment.

Original Contract Amount	\$228,853.25
Less Previous Payments	\$195,713.78
Final Amount Due	\$33,197.47

Source of Funds: 85% IDOT 15% Airport Fund

Budgeted Item:

Budget Amendment Needed: No

**RESOLUTION # 280-2022**

**A RESOLUTION APPROVING AND ACCEPTING THE WORK AS FINAL AND COMPLETE AND APPROVING FINAL PAY REQUEST FOR THE APRON 2022 IMPROVEMENT PROJECT AT THE OTTUMWA REGIONAL AIRPORT**

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into contract on April 5<sup>th</sup> 2022. Resolution # 92-2022

WHEREAS, The project is now completed in accordance with the contract and the plans and specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA. THAT: The Apron 2022 Improvement Project is hereby accepted as complete, and authorization to make final payment to Winger Companies in the amount of \$33,139.47

APPROVED, PASSED AND ADOPTED this 6th day of December, 2022.

CITY OF OTTUMWA, IOWA

ATTEST:

  
  
Christina Reinhard, City Clerk

  
Richard W. Johnson Mayor

**PROGRESS ESTIMATE**

Sponsor: City of Ottumwa  
105 E Third Street  
Ottumwa, Iowa 52501

Contractor: Winger Contracting  
918 Hayne Street  
Ottumwa, Iowa 52501

Estimate No. 2 Date: 11/21/2022  
 Project No.: 2111230  
 Ia DOT Project No. 9I220OTM100  
 Name of Project: Apron Improvements

CONTRACT QUANTITIES	ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES TO DATE	UNIT	UNIT PRICE	AMOUNT
1	1	Traffic Control, Mobilization and Safety Plan	1	LS	\$ 17,400.00	\$ 17,400.00
2,905	2	Pavement Removal	2,905	SY	\$ 7.00	\$ 20,335.00
2,645	3	Subgrade Preparation, 12-Inch	2,645	SY	\$ 2.40	\$ 6,348.00
2,645	4	5-Inch Subbase-Asphalt Millings	2,645	SY	\$ 2.30	\$ 6,083.50
2,645	5	5-Inch Modified Subbase	2,645	SY	\$ 6.15	\$ 16,266.75
2,645	6	7-Inch PCC Apron Paving	2,645	SY	\$ 56.00	\$ 148,120.00
260	7	5-Inch PCC Terminal Paving	260	SY	\$ 55.00	\$ 14,300.00

Grand Total	\$ 228,853.25
Less Retained	\$ -
Less Previous Estimates	\$ 195,713.78
Due Contractor This Estimate	\$ 33,139.47

Kerley Jackson 12/1/22  
 Contractor/ Date

Robert John 11/21/2022  
 Project Engineer Date

Jay White 12-1-22  
 Airport Sponsor Date

CITY OF OTTUMWA

Staff Summary

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

Council Meeting of: December 6, 2022

\_\_\_\_\_ Phillip Burgmeier  
 Prepared By  
 \_\_\_\_\_ *Danny Seal* \_\_\_\_\_  
 Department Head  
 \_\_\_\_\_  
 Engineering Department  
 Department  
 \_\_\_\_\_  
*Ply Rte*  
 \_\_\_\_\_  
 City Administrator Approval

AGENDA TITLE: Resolution #281-2022. Approve Change Order #1 for the Pawnee Drive 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 # 281-2022.

DISCUSSION: Change Order #1 will provide compensation to the Contractor for replacing two 18" diameter culverts at Pawnee's intersection with Osage Drive. Also, settlement of one of the old culverts had cracked a sewer passing 1 foot under it. The sewer was repaired and a pipe support added to prevent this from reoccurring.

Additionally, 2 sewer laterals under Pawnee were backfilled with an unsuitable material. This was replaced with suitable fill trucked from off site.

Change Order #1 increases the contract amount by \$62,734.00.

Original Contract Amount	\$1,176,777.00
Change Order #1	\$ 62,734.00
New Contract Amount	\$1,239,511.00

Source of Funds: FY-20/21 CIP

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION #281-2022

A RESOLUTION APPROVING CHANGE ORDER #1  
FOR THE PAWNEE DRIVE RECONSTRUCTION PROJECT

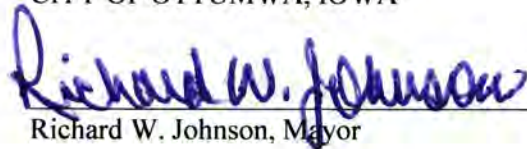
WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Jones Contracting of West Point, Iowa on March 15, 2022 for the above referenced project; and

WHEREAS, Change Order #1 increases the contract amount by \$62,734.00 resulting in a new contract sum of \$1,239,511.00;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The above mentioned change order for this project is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6<sup>th</sup> day of December, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
Christina Reinhard, City Clerk

**Section 640  
CHANGE ORDER**

Project: Pawnee Reconstruction To Contractor: Jones Contracting

Change Order Number: 1

The Contract is changed as follows:

22-Nov-22

Suitalbe Cl. 10 for Lateral Backfill: \$2200 ea.	2	<u>\$4,400.00</u>
Storm Sewer, 18" RCP: \$214 per LF	152	<u>\$32,528.00</u>
Storm Sewer, Removal, 18" RCP: \$71.50 per LF	144	<u>\$10,296.00</u>
Pipe Apron, 18" RCP \$2420 EA.	4	<u>\$9,680.00</u>
Pipe Apron Footing, 18": \$1677.50	2	<u>\$3,355.00</u>
Pipe Support over Exist San Sewer	1	<u>\$2,475.00</u>

Total: \$62,734.00

**Base bid amount** \$1,176,777.00

**NEW PROJECT TOTAL** \$1,239,511.00

**NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR**

The Original Contract Sum was	<u>\$1,176,777.00</u>
Net change by previously authorized Change Orders	<u>\$0.00</u>
The Contract Sum prior to this change order	<u>\$1,176,777.00</u>
The Contract Sum will be <u>increased</u> by this change order in the amount of	<u>\$62,734.00</u>
The new Contract Sum including this change order	<u>\$1,239,511.00</u>
The Contract Time will be <u>increased</u> by	<u>8</u> days

The date of Substantial Completion as of the date of this Change Order is in accordance with contract documents.

*[Signature]*  
ENGINEER/  
DIRECTOR OF PUBLIC WORKS

11-28-2022  
DATE

Jones Contracting  
CONTRACTOR

Nov. 23, 2022  
DATE

*[Signature]*  
BY

President  
TITLE

~~PAYMENT AUTHORIZATION~~

<del>DATE</del>	<del>AMOUNT</del>	<del>DESCRIPTION</del>	<del>APPROVED BY</del>



**SECTION 630  
PAY ESTIMATE**

**CITY OF OTTUMWA**

**APPLICATION FOR PAYMENT**

TO OWNER: City of Ottumwa

PROJECT: Pawnee Reconstruction

PAY REQUEST NO. 3

FROM CONTRACTOR: Jones Contracting

PAY PERIOD: 22-Nov-22

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application for payment is made as follows:

1. Original Contract Sum	\$1,176,777.00
2. Net change by Change Orders	\$62,734.00
3. Contract Sum to Date (Line 1+ Line 2)	\$1,239,511.00
4. Total Completed and Stored to Date	\$238,283.49
5. Retainage: <u>5</u> % of Completed work	\$11,914.17
6. Total Earned Less Retainage Amount	\$226,369.32
7. Less Previous Payments	\$154,695.14
8. Current Payment Due	\$71,674.18

The undersigned Contractor certifies that to the best of their knowledge, the Work covered by this Application has been completed in accordance with the Contract Documents, that the Contractor has paid for all Work which previous Applications for Payment were issued and payments received from the Owner, and that current payment (Line 8) is now due.

CONTRACTOR: Jones Contracting Corp.

DATE: Nov. 23, 2023

BY: [Signature]

TITLE: President

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the contract documents, based on on-site observations and the information contained in this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge the Work has progressed as indicated, the quality of the Work is in accordance with the contract Documents, and the Contract entitled to payment of the AMOUNT CERTIFIED.

[Signature]  
ENGINEER

AMOUNT CERTIFIED: \$71,674.18

DATE: 11-28-2022


DATE: \_\_\_\_\_

FILE	PROJECT/ACTIVITY	AMOUNT	DATE
301	7-739	6499	\$71,674.18
Larry Seal			11-29-22

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of : 12/6/22

Christina Reinhard   
Prepared By

Finance  
Department

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

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

AGENDA TITLE: Resolution No. 282-2022, approving the annual budget of the Ottumwa Water Works Board of Trustees for calendar year 2023.

\*\*\*\*\*

RECOMMENDATION: Pass and adopt Resolution No. 282-2022.  
Section 384.2 of the Code of Iowa requires the City Council to adopt the budget of any municipal utility under the control of an independent board by resolution. The Ottumwa Water Works Board of Trustees adopted this budget after a public hearing held on November 15, 2022.

DISCUSSION: The adoption of this budget is required by state code according to Section 384.2 of the Code of Iowa and will be forwarded along with the approving resolution to the County Auditor.

\*\*\* NOTE: Staff Summaries will not be accepted for inclusion on the agenda without prior approval from the City Administrator. \*\*\*

RESOLUTION NO. 282-2022

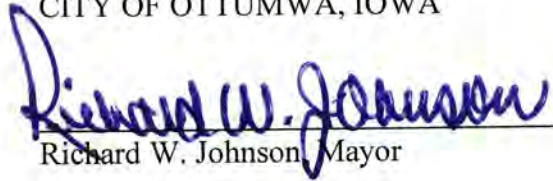
A RESOLUTION APPROVING THE ANNUAL BUDGET OF THE OTTUMWA WATER WORKS BOARD OF TRUSTEES FOR CALENDAR YEAR 2023

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

In accordance with Section 384.2 of the Code of Iowa, that the annual budget for the calendar year 2023 as adopted by the Ottumwa Water Works Board of Trustees on November 15, 2022 as attached and made part of this resolution by reference, is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 6th day of December, 2022.

CITY OF OTTUMWA, IOWA

  
Richard W. Johnson, Mayor

ATTEST:

  
  
Christina Reinhard, City Clerk

# OTTUMWA WATER & HYDRO

230 TURNER DRIVE  
P.O. BOX 20  
OTTUMWA, IOWA 52501  
TELEPHONE (641) 684-4606  
FAX # (641) 682-3269

## 2023 Budget Information

**Overall Observations**- The revised estimate for the current year (2022) still shows a deficit (-\$580,496). The original budget showed a deficit of (-\$811,616). The city did not start the Green St project, but we did do other projects on the south side that were not originally budgeted for. The city sewer separation project continues to have water main work and that continues to be the lion's share of our deficit for 2023. This budget will have a projected deficit of (-\$740,496)

### Revenue

The 2023 water sales revenue was projected with a 5% rate increase in January, with a 8% increase in July. This is simply to offset the massive inflationary pressure that our nation is experiencing. Other revenue is expected to remain relatively stable.

### Operating Expenses

Overall expenses are projected to increase 6.3% over the 2022 budgeted amount. We have included sick payouts for 3 retiring individuals. Production expenses are projected to increase 6.3%. Chemical costs and two new training positions lead this increase. The distribution expenses are projected to only increase by 0.8% due to one Full time position not being replaced do to outsourcing locating services to USIC.

### Debt Service

Debt Service remained relatively flat compared to the previous year.

### Capital Projects

As usual, capital projects dominate the budget. Some of the larger items are \$851,250 for the city east end sewer separation project, \$300,000 for S Green Street, Main to South of Rails.

## NOTICE OF PUBLIC HEARING Budget Estimate

Ottumwa Water Works  
(Name of Enterprise)

The Ottumwa Water Works Board of Trustees will conduct a public hearing on  
(Governing Board)

the proposed Calendar year 2023 budget at Water Works Office  
(specify fiscal or calendar) (XXXX/XXXX)  
on Nov. 15, 22, beginning at 4:00 o'clock. p.m. The Budget Estimate Summary of proposed revenues  
(xx/xx/xx) (xxx) (AM/PM)  
and expenditures is shown below. Copies of the **detailed** proposed budget may be obtained or viewed at the office of the  
City Clerk, and at the city library. At the public hearing, any resident or taxpayer may present objections to, or arguments  
in favor of, any part of the proposed budget.

11/1/2022  
(date)

*Teresa Larkin*  
(signature)

Secretary



	Budget	Re-estimated	Actual
	2023	2022	2021
	<small>(xxxx)</small>	<small>(xxxx)</small>	<small>(xxxx)</small>
<b>Revenues &amp; Other Financing Sources</b>			
Use of money and property	26,035	25,138	38,842
Charges for services	9,475,787	8,859,673	9,172,955
Miscellaneous	0	1,020,000	
Other Financing Sources	0	2,000,000	2,857,654
<b>Total Revenues &amp; Financing Sources</b>	<b>9,501,822</b>	<b>11,904,811</b>	<b>12,069,451</b>
<b>Expenditures &amp; Transfers Out</b>			
Expenditures	10,242,318	12,465,307	12,033,690
Transfers Out			
<b>Total Expenditures &amp; Transfers Out</b>	<b>10,242,318</b>	<b>12,465,307</b>	<b>12,033,690</b>
Excess of Revenues & Other Sources (+) (-) Expenditures & Transfers Out	-740,496	-580,496	35,761
<b>Beginning Fund Balance</b> <u>Jan, 2023</u>	4,665,422	5,245,918	5,210,157
<small>(month/year)</small>			
<b>Ending Fund Balance</b> <u>Dec, 2023</u>	3,924,926	4,665,422	5,245,918
<small>(month/year)</small>			

### ADOPTED BUDGET CERTIFICATE

To: Ottumwa City Council

At a meeting of the Ottumwa Water Works Board of Trustees, held after public hearing as  
(Governing Board)  
required by law, on Nov 15, 22, the proposed budget for Calendar 2023  
(xx/xx/xx) (specify fiscal or calendar and year)  
was adopted as summarized and attached hereto.

Telephone  
Area Code 641-684-4606

Teresa Parker Board Secretary  
(signature)

Address 230 Turner Drive  
Ottumwa, Iowa

**Record of Public Hearing and Adoption of Budget:**

On Nov 15, 22, the Ottumwa Water Works Board of Trustees met for the purpose  
(xx/xx/xx)  
of conducting a public hearing on the proposed Calendar 2023 budget as published. Notice of time and place of  
(specify fiscal or calendar and year)  
hearing had been published on Nov. 1, 22 in the Ottumwa Courier and the affidavit of publication  
(xx/xx/xx) (newspaper)  
was available to file with the City Council.  
The budget estimate was considered and taxpayers and residents heard for and against said estimate were as follows:

After giving opportunity for all desiring to be heard, the Board adopted the following budget resolution:  
A RESOLUTION ADOPTING THE BUDGET FOR Calendar YEAR ENDING Dec. 31, 23  
(specify fiscal or calendar) (xx/xx/xx)

BE IT RESOLVED by the Ottumwa Water Works Board of Trustees: The budget for Calendar  
(specify fiscal or calendar)  
ending Dec. 31, 23 as set forth in the Adopted Budget Summary and in the detailed budget in  
(xx/xx/xx)  
support thereof showing the estimated revenues and expenditures for said budget year in accordance with the summary  
and detail as adopted.

Passed and approved on, Nov 15, 22 by the following vote: *(list names)*  
(xx/xx/xx)

Ayes: Keith Caviness  
Bill Hoffman  
Madonna Fisher

Nays: \_\_\_\_\_  
Absent: Ed Wilson

Chuck Hanson Chairperson  
(signature)  
Teresa Parker Secretary  
(signature)

## ADOPTED BUDGET SUMMARY

NAME OF ENTERPRISE		Calendar		YEAR			
		<u>2023</u>		<u>2023</u>			
		<i>(specify fiscal or calendar year budget)</i>					
		Budget	Re-Estimated	Actual			
		2023	2022	2021			
		<i>(specify budget years)</i>					
<b>REVENUES &amp; OTHER FINANCING SOURCES</b>							
Use of Money and Property	(line 398)	241	26,035	271	25,138	301	38,842
Charges for Services	(line 414)	243	9,475,787	273	8,859,673	303	9,172,955
Miscellaneous	(line 416)	245	0	275	1,020,000	305	0
Operating Transfers In	(line 417)	247		277		307	
Proceeds of Long Term Debt	(line 418)	248	0	278	2,000,000	308	2,857,654
Proceeds of Fixed Asset Sales	(line 419)	249		279		309	
<b>Total Revenues &amp; Other Financing Sources</b>		<b>250</b>	<b>9,501,822</b>	<b>280</b>	<b>11,904,811</b>	<b>310</b>	<b>12,069,451</b>
<b>EXPENDITURES &amp; TRANSFERS OUT</b>							
Expenditures	(line 386)	255	10,242,318	285	12,465,307	315	12,033,690
Transfers Out	(line 387)	259		289		319	
<b>Total Expenditures &amp; Transfers Out</b>		<b>260</b>	<b>10,242,318</b>	<b>290</b>	<b>12,465,307</b>	<b>320</b>	<b>12,033,690</b>
<b>Excess of Revenues &amp; Other Sources</b>							
<b>Over (Under) Expenditures &amp; Transfers Out</b>		<b>261</b>	<b>-740,496</b>	<b>291</b>	<b>-580,496</b>	<b>321</b>	<b>35,761</b>
<b>BEGINNING Fund Balance</b>	(line 390)	<b>262</b>	<b>4,665,422</b>	<b>292</b>	<b>5,245,918</b>	<b>322</b>	<b>5,210,157</b>
<b>ENDING Fund Balance</b>	(line 388)	<b>263</b>	<b>3,924,926</b>	<b>293</b>	<b>4,665,422</b>	<b>323</b>	<b>5,245,918</b>

**RESOURCES DETAIL**

**Calendar**

*(specify if budget is fiscal or calendar year)*

		Budget 2023	Re-Estimated 2022	Actual 2021
	<i>(specify budget years)</i>			
<b>Beginning Fund Balance</b>	390	4,665,422	5,245,918	5,210,157
<b>Use of Money &amp; Property</b>	398	26,035	25,138	38,842
<b>Charges for Services:</b>				
Hospital	411			
Water	404	9,025,787	8,459,673	8,702,150
Sewer	405			
Electric	406	450,000	400,000	470,805
Gas	407			
<b>Total Charges for Services</b>	414	9,475,787	8,859,673	9,172,955
<b>Miscellaneous</b>	416		1,000,000	
<b>Other Financing Sources:</b>				
Operating Transfers In	417			
Proceeds of Long Term Debt	418	0	\$ 2,000,000	2,857,654
Proceeds of Fixed Asset Sales	419			
<b>Total Resources</b>	421	14,167,244	\$ 17,130,729	\$ 17,279,608

**REQUIREMENTS DETAIL**

		Budget 2023	Re-Estimated 2022	Actual 2021
	<i>(specify budget years)</i>			
<b>Expenditures:</b>				
Hospital	338			
Water	360	9,800,183	12,095,513	11,728,254
Sewer	357			
Electric	361	442,135	369,794	305,436
Gas	362			
<b>Total Expenditures:</b>	386	10,242,318	\$ 12,465,307	\$ 12,033,690
<b>Transfers Out</b>	387			
<b>Ending Fund Balance</b>	388	3,924,926	4,665,422	5,245,918
<b>Total Requirements</b>	389	14,167,244	\$ 17,130,729	\$ 17,279,608



**OTTUMWA WATER WORKS  
2023 BUDGET PRESENTATION**

**REVENUES**

ACCT #	ACCOUNT NAME	2021 ACTUAL	2022 BUDGET	2022 9 MONTH	2022 PROJECTED	2023 BUDGET	% Change
4600	Metered Net Water Sales	7,940,043	7,657,600	5,839,934	7,786,579	8,362,099	9.2%
4610	Electrical Power Production	470,805	450,000	327,874	400,000	450,000	0.0%
4620	Private Fire Protection	258,952	257,000	194,031	258,708	257,000	0.0%
4630	Rents & Royalties	6,035	6,035	6,035	6,035	6,035	0.0%
4700	Late Fees	25,207	25,000	20,191	26,921	25,000	0.0%
4720	Delinquent Service Fee	63,967	60,000	55,835	74,447	60,000	0.0%
4730	Disconnect Fees	115,725	120,000	95,508	127,344	120,000	0.0%
4750	Interest Income	32,807	20,000	14,327	19,103	20,000	0.0%
4760	Misc. General Receipts	154,751	38,965	60,592	38,965	45,000	15.5%
4770	Customer Service Charge Rev.	10,785	10,000	8,996	10,000	10,000	0.0%
4780	Sewer Billing - Admin. Fee	87,066	89,682	66,672	89,682	96,228	7.3%
4781	Refuse Billing - Admin. Fee	<u>45,654</u>	<u>47,028</u>	<u>34,962</u>	<u>47,028</u>	<u>50,460</u>	7.3%
<b>TOTAL</b>		<b>9,211,797</b>	<b>8,781,310</b>	<b>6,724,957</b>	<b>8,884,811</b>	<b>9,501,822</b>	<b>8.2%</b>

**OTTUMWA WATER WORKS  
2023 BUDGET PRESENTATION**

ACCT #	EXPENSES PRODUCTION	2021	2022	2022	2022	2023	%
		ACTUAL	BUDGET	9 Month	PROJECTED	BUDGET	Change
50-600	Supervision Labor	89,039	96,938	65,508	87,344	79,442	
50-601	Maintenance Labor	140,100	176,371	110,634	147,512	175,394	
50-602	Operations Labor	280,223	301,710	241,239	321,652	325,489	
50-603	Overtime	38,161	57,533	36,406	48,541	36,950	
50-604	Longevity	3,464	3,960	5,295	7,060	12,959	
50-605	Holiday	36,705	38,322	20,938	27,917	43,684	
50-606	Vacation	40,281	39,795	35,394	47,192	36,521	
50-607	Casual	14,094	12,838	6,611	8,815	13,173	
50-608	Sick	39,346	28,528	30,510	36,000	27,054	
50-609	Other Pay	5,527	6,900	4,463	5,951	6,900	
50-610	FICA	54,756	57,531	43,146	58,000	57,954	
50-612	IPERS	66,624	70,992	53,244	70,992	71,514	
50-614	Workers Comp	14,655	19,133	11,886	15,848	19,133	EST
50-616	Health Insurance	165,722	179,508	134,722	179,629	187,277	
50-618	Life Insurance	905	900	619	826	900	
50-619	Safety Program	3,542	6,304	2,000	2,667	6,304	
50-620	Chemicals/Carbon	473,801	450,000	427,582	570,110	600,000	
50-621	Laboratory Supplies	26,368	23,000	29,537	39,383	35,000	
50-622	Sludge Supplies	56,199	50,000	62,091	65,000	50,000	
50-623	Maint. Suppries	4,539	20,000	7,744	10,326	20,000	
50-625	Vehicle Fuel	6,070	6,000	6,212	8,283	8,750	
50-626	Vehicle Supplies	1,644	1,000	1,975	2,633	2,000	
50-628	Miscellaneous	-	1,000	-	0	1,000	
50-630	Lime Residual Hauling	188,325	195,000	155,025	206,700	200,000	
50-631	Other Contractual	28,324	25,000	21,700	28,934	25,000	
50-632	Testing / Shipping	11,127	25,000	9,956	13,274	30,000	
50-634	Engineering / Prof. Fees	10,408	25,000	7,347	9,796	30,000	
50-635	Repairs / Maintenance	66,734	80,000	57,935	77,246	90,000	
50-636	Training	3,180	4,000	3,435	4,580	4,000	
50-637	Dues / Subsc. / Permits	1,353	1,200	486	648	1,200	
50-639	Generator Maintenance	-	8,000	-	0	8,000	
50-640	Electricity	230,648	260,000	204,406	272,541	283,250	
50-641	Natural Gas / Water	20,818	30,000	21,303	28,404	32,960	
	<b>Totals</b>	<b>2,122,683</b>	<b>\$2,301,462.42</b>	<b>1,819,349</b>	<b>2,403,802</b>	<b>2,521,809</b>	<b>9.6%</b>

**OTTUMWA WATER WORKS  
2023 BUDGET PRESENTATION**

ACCT #	<u>DISTRIBUTION</u>	2021 ACTUAL	2022 BUDGET	2022 9 MONTH	2022 PROJECTED	2023 BUDGET	% Change
51-650	Supervision Labor	76,298	75,949	57,286	76,381	77,848	
51-651	Maintenance Labor	342,791	396,773	248,534	331,379	344,283	
51-652	Distribution Meter Labor	49,400	50,678	30,184	40,245	51,825	
51-653	Overtime	34,225	40,000	25,934	34,579	35,500	
51-654	Longevity	3,415	3,480	5,160	6,880	12,960	
51-655	Holiday	24,255	23,739	11,019	14,692	21,743	
51-656	Vacation	32,412	33,088	26,227	34,970	30,436	
51-657	Casual	11,091	10,790	5,321	7,095	9,883	
51-658	Sick	9,861	24,365	22,925	30,567	9,883	
51-659	Other Pay	1,323	1,800	1,435	1,913	1,800	
51-660	FICA	47,916	50,137	37,602	50,136	45,606	
51-662	IPERS	60,060	60,587	45,441	60,588	56,278	
51-664	Workers Comp	14,127	21,000	10,587	14,116	21,000	EST
51-666	Health Insurance	143,108	164,989	113,552	151,402	135,389	
51-668	Life Insurance	814	1,500	515	687	1,500	
51-669	Safety Program	3,382	4,000	1,650	2,200	4,000	
51-670	Maintenance Materials/Clamps	161,469	150,000	90,317	120,422	175,000	
51-671	Tank Maintenance	133,081	140,000	105,283	140,378	165,000	
51-673	Maint. Supplies/Rock/Sand	39,168	45,000	36,999	49,332	50,000	
51-675	Vehicle Fuel	22,650	30,000	18,425	24,567	30,000	
51-676	Vehicle Supplies	28,131	20,000	17,480	23,306	20,000	
51-678	Miscellaneous	2,101	2,000	1,489	1,986	2,000	
51-680	Contract Street Repair	220,471	250,000	139,258	225,000	250,000	
51-682	Other Contractual	13,455	50,000	10,446	13,928	50,000	
51-685	Repairs / Maintenance	8,181	10,000	7,953	10,604	15,000	
51-686	Training	4,497	1,000	700	934	1,000	
51-687	Ferguson/Neptune Maintenance	12,222	10,000	10,778	14,370	13,000	
51-689	Generator Maintenance	8,460	7,500	2,112	2,817	7,500	
51-692	Booster Station Maintenance	23,546	10,000	6,849	9,133	20,000	
51-690	Electricity	165,209	160,000	147,147	196,197	200,850	
51-691	Natural Gas	4,070	6,000	6,337	8,449	10,300	
51-695	Equipment Charge - PROJECT	(22,581)	-	-	-	-	
	<b>Totals</b>	<b>1,678,606</b>	<b>1,854,374</b>	<b>1,244,947</b>	<b>1,699,252</b>	<b>1,869,584</b>	<b>0.8%</b>

**OTTUMWA WATER WORKS  
2023 BUDGET PRESENTATION**

ACCT #	HYDRO	2021 ACTUAL	2022 BUDGET	2022 9 MONTH	2022 PROJECTED	2023 BUDGET	% Change
52-701	Operations Labor	91,072	103,043	80,855	107,807	105,382	
52-703	Overtime	3,560	12,000	2,720	3,627	4,000	
52-704	Longevity	1,809	1,920	3,028	4,037	7,680	
52-705	Holiday	5,097	5,232	2,833	3,778	5,351	
52-706	Vacation	10,413	10,645	4,214	5,619	10,886	
52-707	Casual	2,239	2,378	2,228	2,971	2,432	
52-708	Sick	2,326	14,822	2,744	3,658	16,314	
52-709	Other Pay	744	1,500	642	856	1,500	
52-710	FICA	10,176	11,331	8,496	11,328	11,746	
52-712	IPERS	12,552	13,983	10,485	13,980	14,495	
52-714	Workers Comp	1,830	4,253	1,449	1,932	4,253	EST
52-716	Health Insurance	37,851	44,303	29,905	39,873	43,200	
52-718	Life Insurance	181	270	125	167	270	
52-719	Safety Program	400	1,000	400	533	1,000	
52-723	Supplies	80	2,500	145	194	2,500	
52-725	Vehicle Fuel	3,139	3,000	904	1,206	3,000	
52-726	Vehicle Supplies	44	1,000	136	181	1,000	
52-728	Miscellaneous	-	100	-	0	100	
52-730	Contract Labor	5,739	5,000	6,038	8,050	5,000	
52-731	FERC Adm / Headwater Fee	7,146	8,000	7,466	7,466	8,000	
52-733	Laundry / Uniforms	-	600	-	0	600	
52-734	Engineering / Prof. Fees	27,781	5,000	-	10,000	10,000	
52-735	Repairs / Maintenance	13,872	10,000	18,389	24,518	10,000	
52-736	Training	300	100	103	137	100	
52-740	Electricity	15,804	15,000	-	0	15,450	
52-741	Facility Charge	7,874	7,874	5,906	7,874	7,874	
	<b>Totals</b>	<b>262,031</b>	<b>284,854</b>	<b>189,212</b>	<b>259,794</b>	<b>292,135</b>	<b>2.6%</b>

**OTTUMWA WATER WORKS  
2023**

ACCT #		2021 ACTUAL	2022 BUDGET	2022 9 MONTH	2022 PROJECTED	2023 BUDGET	% Change
	<b>FINANCIAL SERVICES</b>						
53-800	Supervision Labor	71,391	65,612	61,341	81,789	77,848	
53-801	General Labor	144,790	169,416	109,231	145,641	187,024	
53-803	Overtime	-	-	-	0	-	
53-804	Longevity	1,295	1,350	2,446	3,261	6,719	
53-805	Holiday	9,011	11,899	5,715	7,620	13,000	
53-806	Vacation	14,713	15,969	7,977	10,636	17,576	
53-807	Casual	4,975	5,409	3,367	4,490	5,909	
53-808	Sick	12,795	5,409	21,723	28,964	5,909	
53-809	Other Pay	288	360	384	512	360	
53-810	FICA	18,684	20,939	15,705	20,940	24,047	
53-812	IPERS	23,052	25,839	19,377	25,836	29,674	
53-814	Workers Comp	372	550	327	436	550	EST
53-816	Health Insurance	59,549	60,228	45,171	58,000	63,963	
53-818	Life Insurance	452	400	299	399	400	
53-819	Safety Program	1,100	1,500	1,175	1,567	1,500	
53-820	Office Supplies	15,048	14,000	8,460	15,000	15,000	
53-821	Software Maintenance	32,847	36,000	35,397	35,000	39,000	
53-822	Legal Publications	1,919	2,000	110	147	2,000	
53-824	Statement / Bill Processing	16,073	17,000	11,221	14,962	17,000	
53-825	Postage	62,455	60,000	39,336	52,448	66,000	
53-828	Miscellaneous	-	200	-	0	200	
53-832	Other Contractual	-	500	-	0	500	
53-834	Audit / Prof. Fees	11,000	11,500	11,000	11,500	12,000	
53-835	Repairs / Maint.	-	1,000	-	-	1,000	
53-836	Training	-	5,000	-	-	5,000	
53-837	Dues / Subsc. / Permits	-	-	-	-	-	
53-860	Non-Collectible Account	5,325	6,000	4,731	6,000	6,000	
	<b>Totals</b>	<b>507,134</b>	<b>538,079</b>	<b>404,494</b>	<b>525,147</b>	<b>598,179</b>	<b>11.2%</b>

**OTTUMWA WATER WORKS  
2023 BUDGET PRESENTATION**

ACCT #		2021 ACTUAL	2022 BUDGET	2022 9 MONTH	2022 PROJECTED	2023 BUDGET	% Change
	<b>ADMINISTRATIVE EXPENSE</b>						
54-900	Executive Salary	109,318	110,674	83,361	111,148.61	106,401	
54-901	Board Salaries	1,575	2,200	900	1,200	2,200	
54-904	Longevity	529	480	1,243	1,657	3,360	
54-905	Holiday	5,415	5,559	2,442	3,256	5,344	
54-906	Vacation	9,883	10,107	23,724	24,000	9,717	
54-907	Casual	2,718	2,527	490	653	2,429	
54-908	Sick Pay	4,942	30,322	33,038	34,000	2,429	
54-910	FICA	4,096	12,178	1,668	9,614	9,921	
54-911	Payroll Taxes/Employee Benefits	-	-	-	-	-	
54-912	IPERS	11,600	15,027	1,105	15,000	12,242	
54-915	Disability	-	-	-	-	-	EST
54-916	Admin Health Insurance	7,715	8,098	6,331	8,442	24,775	
54-923	Maintenance Supplies	-	-	-	-	-	
54-926	Vehicle Supplies	-	-	130	173	-	
54-932	Other Contractual	-	-	-	-	-	
54-933	Laundry - Uniforms	-	-	-	-	-	
54-934	Business Expense	808	5,000	897	4,000	5,000	
54-936	Training	-	2,500	1,021	2,250	2,500	
54-937	Subscriptions / Memberships	5,432	5,000	6,422	5,000	6,000	
54-944	Legal Services	8,311	10,000	5,624	7,499	10,000	
	<b>Totals</b>	<b>172,344</b>	<b>219,672</b>	<b>168,396</b>	<b>227,892</b>	<b>202,319</b>	<b>-7.9%</b>

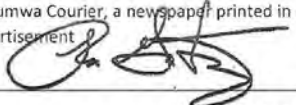
**OTTUMWA WATER WORKS  
2023 BUDGET PRESENTATION**

ACCT #	GENERAL EXPENSE	2021 ACTUAL	2022 BUDGET	2022 9 MONTH	2022 PROJECTED	2023 BUDGET	% Change
55-914	Workmens Comp. Insurance	2,229	2,000	1,560	2,080	2,000	
55-916	Group Health Insurance (Active)	17,387	-	24,591	0	-	
55-915	COVID-19 Expenses	-	-	-	0	-	
55-918	Group Life Insurance (Active)	(6,039)	1,000	(991)	0	1,000	
55-919	Safety Program	-	2,000	-	0	2,000	
55-923	Plant Maint. Supplies	23	1,000	-	0	1,000	
55-925	Gas & Oil	6,058	10,000	10,198	13,597	10,000	
55-928	Employees Misc. Expense	20,322	22,000	15,239	20,318	22,000	
55-932	Contract Labor	31,235	40,000	25,345	33,794	40,000	
55-933	Towel / Rug Service / Janitorial	17,364	18,000	13,023	17,364	20,000	
55-935	General Property Maint.	26,250	40,000	25,506	34,009	40,000	
55-936	Sanitation Services	3,980	3,000	3,180	4,240	4,000	
55-940	Electricity	533	2,000	905	1,206	2,060	
55-942	Telephone / Communications	11,701	10,000	11,080	14,773	16,000	
55-945	Comm. Package Insurance	140,940	135,000	133,814	188,687	190,000	
55-946	Health Insurance (Retirees)	59,437	70,000	44,458	70,000	70,000	
55-947	General Services / Contingency	39,310	20,000	18,681	30,000	20,000	
	<b>Totals</b>	<u>370,730</u>	<u>376,000</u>	<u>326,589</u>	<u>430,068</u>	<u>440,060</u>	17.0%
	<b>TOTAL O &amp; M EXPENSE</b>	5,113,527	5,574,442	4,152,987	5,545,955	5,924,086	6.3%
	Debt Service - SRF	973,643	1,227,780	1,098,452	1,227,780	1,233,779	
	Debt Service - City	196,504	43,204	43,204	43,204	43,203	
	Capital Expenses	<u>5,750,016</u>	<u>5,767,500</u>	<u>3,138,501</u>	<u>5,648,368</u>	<u>3,041,250</u>	
	<b>TOTAL EXPENDITURES</b>	12,033,690	12,612,926	8,433,144	12,465,307	10,242,318	
	<b>REVENUE</b>	<u>9,211,797</u>	<u>8,781,310</u>	<u>6,724,957</u>	<u>8,884,811</u>	<u>9,501,822</u>	
	<b>GRANT/LOAN PROCEEDS</b>	<u>2,857,654</u>	<u>3,020,000</u>	<u>2,676,099</u>	<u>3,000,000</u>	-	
	<b>NET SURPLUS (DEFICIT)</b>	35,761	(811,616)	967,912	(580,496)	(740,496)	
	<b>BEGINNING BALANCE</b>	5,210,157	5,245,918	5,245,918	5,245,918	4,665,422	
	<b>ENDING FUND BALANCE</b>	5,245,918	4,434,301	6,213,830	4,665,422	3,924,926	

# 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 Estimate  
Ottumwa Water Works hereto attached

was published in said newspaper for 1 consecutive week's to-wit: 11/1/22  
Subscribed and sworn to before me, and in my presence, by the said 1st day of November, 2022




Notary Public

In and for Wapello County

Printer's fee \$114.32

## COPY OF ADVERTISEMENT

### NOTICE OF PUBLIC HEARING Budget Estimate

Ottumwa Water Works  
(Name of Enterprise)

The Ottumwa Water Works Board of Trustees will conduct a public hearing on  
(Governing Board)

the proposed Calendar year 2023 budget at Water Works Office  
(Specify fiscal or calendar) (Year)  
on Nov. 15, 22, beginning at 4:00 o'clock p.m. The Budget Estimate Summary of proposed revenues  
(Date) (Time) (AM/PM)  
and expenditures is shown below. Copies of the **detailed** proposed budget may be obtained or viewed at the office of the, City Clerk, and at the city library. At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

11/1/2022  
(Date)

Teressa Larkin  
(Signature)

Secretary

	Budget	Re-estimated	Actual
	2023	2022	2021
	<small>(0000)</small>	<small>(0000)</small>	<small>(0000)</small>
<b>Revenues &amp; Other Financing Sources</b>			
Use of money and property	26,035	25,138	38,842
Charges for services	9,475,787	8,859,673	9,172,955
Miscellaneous	0	1,020,000	
Other Financing Sources	0	2,000,000	2,857,654
<b>Total Revenues &amp; Financing Sources</b>	<b>9,501,822</b>	<b>11,904,811</b>	<b>12,069,451</b>
<b>Expenditures &amp; Transfers Out</b>			
Expenditures	10,242,318	12,465,307	12,033,690
Transfers Out			
<b>Total Expenditures &amp; Transfers Out</b>	<b>10,242,318</b>	<b>12,465,307</b>	<b>12,033,690</b>
Excess of Revenues & Other Sources (+) (-) Expenditures & Transfers Out	-740,496	-580,496	35,761
<b>Beginning Fund Balance</b> Jan, 2023	4,665,422	5,245,918	5,210,157
<small>(month/year)</small>			
<b>Ending Fund Balance</b> Dec, 2023	3,924,926	4,665,422	5,245,918
<small>(month/year)</small>			



Item No. I.-7.  
**received**  
12-2-2022 850 AM

**CITY OF OTTUMWA**  
Staff Summary

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

Council Meeting of: Dec 6, 2022

Planning & Development  
Department

Zach Simonson  
Prepared By  
Zach Simonson  
Department Head

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

AGENDA TITLE: RESOLUTION NO. 283-2022: RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT BY AND BETWEEN CITY OF OTTUMWA AND U.S. BANK, NATIONAL ASSOCIATION, RELATED TO THE PROPERTY LOCALLY KNOWN AS 809 GLENWOOD AVENUE, OTTUMWA, IOWA

\*\*\*\*\*

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

RECOMMENDATION: Pass and adopt Resolution No. 283-2022.

DISCUSSION: Resolution No. 256-2022 approved a purchase agreement to dispose of 809 Glenwood. That agreement set closing for Dec. 6. There is a delay with the purchaser's review of the abstract necessitating a later closing. This addendum pushes closing back to on or before January 3.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:

## ITEM TO INCLUDE ON AGENDA

### CITY OF OTTUMWA, IOWA

December 6, 2022

5:30 p.m.

- Resolution approving and authorizing the execution of an Addendum to Real Estate Purchase Agreement by and between City of Ottumwa and U.S. Bank, National Association, related to the property locally known as 809 Glenwood Avenue, Ottumwa, Iowa

### IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE  
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

RESOLUTION NO. 283-2022

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT BY AND BETWEEN CITY OF OTTUMWA AND U.S. BANK, NATIONAL ASSOCIATION, RELATED TO THE PROPERTY LOCALLY KNOWN AS 809 GLENWOOD AVENUE, OTTUMWA, IOWA

WHEREAS, the City of Ottumwa, Iowa (the "City") and U.S. Bank, National Association, as Indenture Trustee for the AFC Mortgage Loan Asset Backed Notes, Series 2000-3 (the "Buyer") have entered into a Real Estate Purchase Agreement dated November 1, 2022 (the "Agreement"), pursuant to which the City agreed to sell certain real property to the Buyer, pursuant to the terms and conditions set forth in the Agreement, which real property is locally known as 809 Glenwood Avenue, Ottumwa, Iowa; and

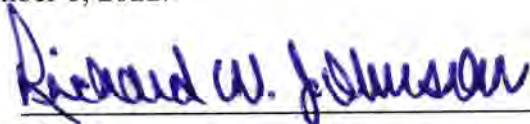
WHEREAS, due to a delay outside their control, the Buyer has requested a delay in the Closing Date, pursuant to a proposed First Addendum to Real Estate Purchase Agreement (the "Addendum"), which would provide for Closing to occur on or before January 3, 2023; and

WHEREAS, the City is agreeable to the proposed delay and therefore desires to authorize execution of the Addendum.

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

Section 1. That the Addendum, the provisions of which are incorporated herein by reference, is hereby in all respects authorized and approved, and the Mayor and the City Clerk are authorized, empowered and directed to execute, attest, seal and deliver the Addendum for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Addendum, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement and Addendum as executed.

PASSED AND APPROVED this December 6, 2022.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WAPELLO

)

I, the undersigned City Clerk of the City of Ottumwa, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this 6 day of December, 2022.

Christina Runhard

City Clerk, City of Ottumwa, State of Iowa



**FIRST ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT  
BY AND BETWEEN  
CITY OF OTTUMWA  
AND**

**U.S. BANK, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR THE AFC  
MORTGAGE LOAN ASSET BACKED NOTES, SERIES 2000-3**

THIS FIRST ADDENDUM TO REAL ESTATE PURCHASE AGREEMENT (the "Addendum") is made by and between the CITY OF OTTUMWA, IOWA (the "City") and U.S. BANK, NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR THE AFC MORTGAGE LOAN ASSET BACKED NOTES, SERIES 2000-3 (the "Buyer"). The City and the Buyer previously entered into a Real Estate Purchase Agreement dated as of November 1, 2022 (the "Agreement") regarding the Buyer's purchase of real property located at 809 Glenwood Avenue, Ottumwa, Iowa from the City, under the terms and conditions set out in the Agreement.


WHEREAS, the Agreement provided that Closing would occur on or before December 6, 2022 (the "Closing Date"), however, the Buyer has requested additional time to complete abstract and title review; and

WHEREAS, the parties are willing to agree to provide for a delay in the Closing Date pursuant to the terms and conditions stated herein.

NOW, THEREFORE, City and Buyer hereby agree to amend the Agreement, by the terms of this Addendum, which shall be incorporated fully therein.

1. The Closing Date provided for in Section 8 of the Agreement is hereby extended to January 3, 2023. Following execution of this Addendum, all references to the "Closing Date" in the Agreement shall mean January 3, 2023.

**CITY:** City of Ottumwa, Iowa

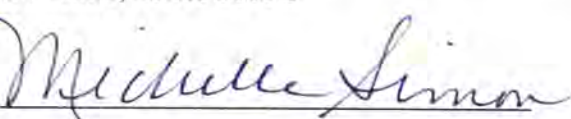
By:   
Richard W. Johnson, Mayor

Attest By:   
Christina Reinhard, City Clerk

Date: Dec. 6, 2022

Date: Dec. 6, 2022

**BUYER:** U.S. Bank, National Association, as Indenture Trustee for the AFC Mortgage Loan Asset Backed Notes, Series 2000-3

By: 

Date: December 1, 2022

Print Name: Michelle Simon

received  
12-1-22 815A

# CITY OF OTTUMWA Staff Summary

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

Council Meeting of: Dec 6, 2022

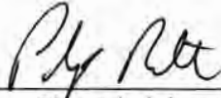
Philip Rath

Prepared By

Administration

Department

Department Head



City Administrator Approval

AGENDA TITLE: Authorization of capital purchase of furnishings and equipment for use at Bridge View Center

\*\*\*\*\*

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

RECOMMENDATION: Consideration of request from Venu Works to purchase barricades and tables for events held at Bridge View Center

DISCUSSION: On October 3, 2022 city staff received a message requesting a purchase of additional barricades (\$17,035) per the request of the Jake Owen tour. Earlier in the year Venu Works had purchased barricades (\$25,844) for use at the Buckcherry concert. Additionally, Venu Works has requested the purchase of additional tables and carts (\$18,029.65) for use at various events hosted by the Bridge View Center. These tables are being requested to supplement the current inventory on stock. According to Scott Hallgren there have been a number of events where it became necessary to rent tables because the quantity of current stock was insufficient to host multiple events. It is anticipated the venue will see more events upon completion of the hotel.

Source of Funds:

Budgeted Item:  Budget Amendment Needed:



495 Pioneer Parkway  
 Clare, MI 48617  
 Phone: 800-438-4499  
 Fax: 989-386-3500  
 www.stageright.com

**QUOTE FORM for Bridge View Center**  
 Quote: SQ-221003-0061319  
 Offer Valid Through: 10/30/2022  
 Proposed by: Amy Whitney  
 Phone: (800) 438-4499  
 Email: awhitney@stageright.com

**Quote Form**

Quote Reference Number: 0061319

**Address Information**

**Bill To:**  
 Bridge View Center  
 102 Church Street PO Box 1673  
 Ottumwa, Iowa 52501  
 United States

**Ship To:**  
 Bridge View Center  
 102 Church Street PO Box 1673  
 Ottumwa, Iowa 52501  
 United States

**Contact Buying:** Scott Hallgren  
**Phone:** (641) 682-0828  
**Email:** shallgren@bridgeviewcenter.com

**Contact Shipping:** Scott Hallgren

**Terms and Conditions**

**Payment Method:** Check  
**Payment Terms:** Net 30 - No Retention

**Delivery Terms:** FOB Source  
**Billing Method:** Email

**REVISED Barricade with Thrust Sections**

**Product Lines**

Product	Product Code	Quantity	Sales Price	Amount
CC500 Barricade Thrust Assembly, Inside Corner	360137	2.0 Each	\$1,339.00	\$2,678.00
CC500 Barricade Thrust Assembly, Outside Corner Right	360138	2.0 Each	\$1,246.00	\$2,492.00
CC500 Barricade Thrust Assembly, Outside Corner Left	360139	2.0 Each	\$1,246.00	\$2,492.00
CC500 Barricade Corner Wedge Plate	360140	2.0 Each	\$380.00	\$760.00
CC-500 Barricade, 4' Wide	320600	6.0 Each	\$1,086.00	\$6,516.00
Transport, CC500 Barricade, with Strap (8)	340114	1.0 Each	\$1,097.00	\$1,097.00

**Additional Charges/Credits**

Additional Charge/Credit	Quantity	Sales Price	Amount
Shipping	1.0	\$1,000.00	\$1,000.00

Products Total: \$16,035.00  
 Additional Charges/Credits Total: \$1,000.00  
**Net Amount: \$17,035.00**

## Specific Terms

Quoted price does not include any State and/or Local Taxes unless specified in the quotation

Within five business days from receipt of order, an order acknowledgement will be sent to confirm your order and provide a scheduled ship date. It will also contain important information regarding the processing and delivery of your order. Contact StageRight immediately if you do not receive your order confirmation.

Lead time is estimated and varies based on manufacturing capacity. Actual ship date will be determined at placement of order. Shipping rates are subject to change. Freight Terms: FOB Clare - MI

StageRight collects tax in the following states: AL AZ CA CO DC FL GA HI IN MA MI MN NE NJ NM NV NY PA TX WA WI

A tax exempt certificate must be provided at time of order placement or sales tax will be added to the order.

These can be forwarded to the following email address: [taxexemptions@rogersgrp.com](mailto:taxexemptions@rogersgrp.com)

All Labor and costs associated with docking, unloading, transferring or set up of the equipment and removal of debris are not included unless specified in the quotation

Visa - Mastercard - American Express and Discover Accepted

All products quoted are per StageRight specifications

Quoted Price Does NOT Include Off Loading OR Inside Delivery

Quoted Price Includes Shipping

---

**Order Authorization**

---

**Date**

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StageRight  
 528 Pioneer Parkway  
 Clare, MI 48617  
 United States of America



# STAGERIGHT

## INVOICE

Invoice No: **295584**

Invoice Date	Print Date	Page
08/09/22	08/10/22	1 of 1

**Bill To: Z52501S**

Bridge View Center  
 102 Church Street  
 Ottumwa, IA 52501  
 UNITED STATES OF AMERICA

**Ship To: Z52501S**

Bridge View Center  
 102 Church Street  
 Ottumwa, IA 52501  
 UNITED STATES OF AMERICA

Customer PO	Credit Terms	Salesperson	Sales Order	Ship Date
Signed Qto/S Hallgren	Net 30 Days	023	A193381	08/09/22
Ship Via	FOB	BOL	Remarks	
DAYTON	CLARE, MI	00037247305	See Amy w/?? Ship Early If Possible!	

Item Number/Description	UM	Qty Invoiced	Qty Back Ord	Tax	Unit Price	Extended Amt
<b>320600</b> CC500 BARRICADE F-ASSY	EA	9.0	0.0	Yes	1,068.00	9,612.00
<b>340114</b> TRANSPORT CC-500 V2 (8 per)	EA	3.0	0.0	Yes	1,078.00	3,234.00
<b>340086</b> SR 1 YEAR WARRANTY (FS)	EA	1.0	0.0	Yes	0.00	0.00
<b>PIP</b> Product Instructions CC-500	EA	1.0	0.0	Yes	0.00	0.00

**Please Remit Payments To:**

528 Pioneer Parkway  
 Clare, MI 48617

Line Total	12,846.00
0.00% Discount	0.00
FREIGHT FR	675.00
INSTALLATION CHARGES 20	0.00
ENGINEERING CHARGES 30	0.00
Total Tax	0.00
<b>USD Invoice Total</b>	<b>13,521.00</b>



# STAGERIGHT

495 Pioneer Parkway  
Clare, MI 48617  
Phone: 800-438-4499  
Fax: 989-386-3500  
www.stageright.com

**QUOTE FORM for Bridge View Center**  
Quote: SQ-220706-0057233  
Offer Valid Through: 8/5/2022  
Proposed by: Amy Whitney  
Phone: (800) 438-4499  
Email: awhitney@stageright.com

## Quote Form

Quote Reference Number: 0057233

### Address Information

**Bill To:**  
Bridge View Center  
102 Church Street PO Box 1673  
Ottumwa, Iowa 52501  
United States

**Ship To:**  
Bridge View Center  
102 Church Street PO Box 1673  
Ottumwa, Iowa 52501  
United States

**Contact Buying:** Scott Hallgren  
**Phone:** (641) 682-0828  
**Email:** shallgren@bridgeviewcenter.com

**Contact Shipping:** Scott Hallgren

### Terms and Conditions

**Payment Method:** Check  
**Payment Terms:** Net 30 - No Retention

**Delivery Terms:** FOB Source  
**Billing Method:** Email

### 44' CC500 Barricade

#### Product Lines

Product	Product Code	Quantity	Sales Price	Amount
CC-500 Barricade, 4' Wide	320600	11.0 Each	\$1,068.00	\$11,748.00

#### Additional Charges/Credits

Additional Charge/Credit	Quantity	Sales Price	Amount
Shipping	1.0	\$575.00	\$575.00

*Man A. Kunch*

Products Total: \$11,748.00  
Additional Charges/Credits Total: \$575.00  
**Net Amount: \$12,323.00**

## Specific Terms

Quoted price does not include any State and/or Local Taxes unless specified in the quotation

Within five business days from receipt of order, an order acknowledgement will be sent to confirm your order and provide a scheduled ship date. It will also contain important information regarding the processing and delivery of your order. Contact StageRight immediately if you do not receive your order confirmation.

Lead time is estimated and varies based on manufacturing capacity. Actual ship date will be determined at placement of order. Shipping rates are subject to change. Freight Terms: FOB Clare - MI

StageRight collects tax in the following states: AL AZ CA CO DC FL GA HI IN MA MI MN NE NJ NM NV NY PA TX WA WI

A tax exempt certificate must be provided at time of order placement or sales tax will be added to the order.

These can be forwarded to the following email address: [taxexemptions@rogersgrp.com](mailto:taxexemptions@rogersgrp.com)

All Labor and costs associated with docking, unloading, transferring or set up of the equipment and removal of debris are not included unless specified in the quotation

Visa - Mastercard - American Express and Discover Accepted

All products quoted are per StageRight specifications

Quoted Price Does NOT Include Off Loading OR Inside Delivery

Quoted Price Includes Shipping

\_\_\_\_\_  
Order Authorization

\_\_\_\_\_  
Date

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# QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE



**MITYLITE** holsag

**BERTOLINI** XpressPort

Created On: 11/8/2022

Sales Quote Number: SQ36936

Mity Customer Number: 637815

Page: 1 Of 2

**Deposit required. Amount subject to credit approval.**

**Bill**

To: BRIDGE VIEW CENTER  
Scott Hallgren  
102 Church Street  
Ottumwa, IA 52501  
United States

**Sell**

To: BRIDGE VIEW CENTER  
Scott Hallgren  
102 Church Street  
Ottumwa, IA 52501  
United States

**Ship**

To: BRIDGE VIEW CENTER  
Scott Hallgren  
102 Church Street  
Ottumwa, IA 52501  
United States

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Payment Terms Pending	Jeremy Spencer

Item No.	Description	UOM	QTY	Unit Price	Total Price
RT3096GRB0200060000	RT 3096 GRB W29BLK ABS RECTANGLE TABLE 30" X 96" Top: Grey Bottom: Black Trim ABS Black Leg: Wishbone Leg/Base Color: Black Sand Height: 29in. Tall	Each	30	\$309.00	\$9,270.00
CRT3096FBLK2	CART;HOLDS 3096 RECTANGULAR TABLE;FLAT;BLK FRAME;NON MARRING 5" CASTERS CART;HOLDS 3096 RECTANGULAR TABLE;FLAT; BLK FRAME;NON MARRING 5" CASTERS	Each	3	\$363.00	\$1,089.00
RT1896GRB0204060000	RT 1896 GRB OC29BLK ABS RECTANGLE TABLE 18" X 96" Top: Grey Bottom: Black	Each	20	\$275.00	\$5,500.00

Subtotal \$18,029.65

Sales Tax \$0.00

**Quote Total \$18,029.65**

**THANK YOU FOR CHOOSING MITY!**

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

**Date:** \_\_\_\_\_

\* NET Pricing Applied. \* Quotes are valid for 30-days. \* Delivery is Dock-to-Dock. \* Sales Tax may be applicable.

\* Customer is responsible for offloading order at delivery time unless otherwise prearranged.

\*Freight Quotes are estimates. The Freight charge on your order, will reflect the current freight cost the day the order is placed.

\* Mity, Inc. charges a 3% processing fee for all credit card payments.



MityLite Inc. P.O. BOX 732698, Dallas, TX, 75373-2698 US | PHONE 801-224-0589 ext 4200 FAX 801-224-6191

# QUOTE ACKNOWLEDGEMENT

THIS IS NOT AN INVOICE



MITYLITE

holsag

Created On: 11/8/2022

Sales Quote Number: SQ36936

Mity Customer Number: 637815

Page: 2 Of 2

BERTOLINI™

XpressPart

Deposit required. Amount subject to credit approval.

**Bill**

To: BRIDGE VIEW CENTER  
Scott Hallgren  
102 Church Street  
Ottumwa, IA 52501  
United States

**Sell**

To: BRIDGE VIEW CENTER  
Scott Hallgren  
102 Church Street  
Ottumwa, IA 52501  
United States

**Ship**

To: BRIDGE VIEW CENTER  
Scott Hallgren  
102 Church Street  
Ottumwa, IA 52501  
United States

Ship Via	Payment Terms	Sales Person
ORIGIN, Freight Prepaid	Payment Terms Pending	Jeremy Spencer

Item No.	Description	UOM	QTY	Unit Price	Total Price
CRT3696FBLK2	Trim ABS Black Leg: Offset Conference Leg/Base Color: Black Sand Height: 29in. Tall CART;HOLDS 3696 RECTANGULAR TABLE;FLAT;BLK FRAME;NON MARRING 5" CASTERS	Each	2	\$376.00	\$752.00
	CART;HOLDS 3696 RECTANGULAR TABLE;FLAT; BLK FRAME;NON MARRING 5" CASTERS Freight Estimate #124287		1	\$1,418.65	\$1,418.65

Subtotal \$18,029.65

Sales Tax \$0.00

Quote Total **\$18,029.65**

THANK YOU FOR CHOOSING MITY!

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

Date: \_\_\_\_\_

\* NET Pricing Applied. \* Quotes are valid for 30-days. \* Delivery is Dock-to-Dock. \* Sales Tax may be applicable.

\* Customer is responsible for offloading order at delivery time unless otherwise prearranged.

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