

TENATIVE AGENDA OTTUMWA CITY COUNCIL

REGULAR MEETING NO. 25 Council Chambers, City Hall

September 19, 2023 5:30 O'Clock P.M.

PLEDGE OF ALLEGIANCE

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

B. CONSENT AGENDA:

- 1. Minutes from Regular Meeting No. 23 on September 5, 2023 as presented.
- 2. Recommend Appointment of Cindy Kurtz Hopkins to the Ottumwa Housing Authority, term to expire 11/11/2024 due to a vacancy.
- 3. Beer and/or liquor applications for: West Second & McPherson BP, 1049 West Second; Alpine Inn, 1804 Albia Rd. with outdoor service area; Bubba-Q's, 1110 N. Quincy Ave.; Mimi's Taqueria, 707 Church St., with outdoor service area; Warehouse Barbeque, 2818 N. Court, with outdoor service area; 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:

- 1. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the 2023 Greater Ottumwa Park Soccer Complex Project.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 144-2023, approving the plans, specifications, form of contract and estimated cost for the 2023 Greater Ottumwa Park Soccer Complex Project.

RECOMMENDATION: Pass and adopt Resolution No. 144-2023.

- 2. This is the time, place and date set for a public hearing approving the plans, specifications, form of contract and estimated cost for the Asbestos Abatement City Hall, Ottumwa, Iowa Project.
 - A. Open the public hearing.
 - B. Close the public hearing.
 - C. Resolution No. 146-2023, approving the plans, specifications, form of contract and estimated cost for the Asbestos Abatement City Hall, Ottumwa, Iowa Project.

RECOMMENDATION: Pass and adopt Resolution No. 146-2023.

G. ORDINANCES:

- H. DEPARTMENTAL, BOARD, OR COMMISSION RECOMMENDATIONS/REPORTS:
- I. RESOLUTIONS:
 - 1. Resolution No. 107-2023, approving Change Order No. 1 and accepting the work as final and complete and approving the final pay request for the Troeger Parking Lot Project.

RECOMMENDATION: Pass and adopt Resolution No. 107-2023.

2. Resolution No. 135-2023, awarding the Contract for City Hall Renovations Rebid Project to RG Construction in the amount of \$3,782,232.

RECOMMENDATION: Pass and adopt Resolution No. 135-2023.

3. Resolution No. 138-2023, authorize the Mayor to sign the Letter of Engagement with Bergan KDV, Ltd. for Audit Services for the City of Ottumwa.

RECOMMENDATION: Pass and adopt Resolution No. 138-2023.

4. Resolution No. 143-2023, approve resolution authorizing Leadership training for City Leaders.

RECOMMENDATION: Pass and adopt Resolution No. 143-2023.

5. Resolution No. 147-2023, approving purchase of equipment and services from Howden, Inc. for the WPCF Aeration System Improvements Project and authorizing the Mayor to sign the agreement.

RECOMMENDATION: Pass and adopt Resolution No. 147-2023.

6. Resolution No. 148-2023, Adopting the 2023 Downtown Strategic Vision Report.

RECOMMENDATION: Pass and adopt Resolution No. 148-2023.

7. Resolution No. 150-2023, approving the purchase of a Half-Ton 4WD Pickup Truck and a 1 Ton Pickup with dump flatbed and snowplow for the Water Pollution Control Facility, for total price \$126,985.

RECOMMENDATION: Pass and adopt Resolution No. 150-2023.

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. ***



NOTICE OF POSSIBLE QUORUM OF THE CITY OF OTTUMWA MAYOR AND COUNCIL

September 20-22, 2023

Public notice is hereby given that THREE (3) or more members of the Mayor and City Council may be present at the following events or functions:

Iowa League of Cities 2023 Annual Conference & Exhibit being held in Cedar Rapids, Iowa.

This will be informational and for educational purposes only. No legislative action will occur during these tours.

Minutes will not be transcribed nor published for this event.

Posted on this day, September 15, 2023.

Christina Reinhard

City Clerk



FAX COVER SHEET

City of Ottu	ımwa					
DATE:	9/15/2023	_TIME:	11:20 AM	NO. OF PAC	SES 5 (Including	Cover Sheet)
ТО:	News Media	a	CO:			_
FAX NO:_						
FROM:	Christina Re	einhard				
FAX NO:	641-683-06	13	PHONE	NO: <u>641-68</u>	33-0620	
			ne Regular City Co			ld on

JOB NO.

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City of Ottumwa

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Ottumwa Courier

KTVO

Ottumwa Waterworks

Tom FM



OTTUMWA

FAX COVER SHEET

DATE:	9/15/2023 TIME: 11:2	NO. OF PAGES 5 (Including Cover Sheet)
ТО:	News Media	CO:
FAX NO:_		
FROM:	Christina Reinhard	
FAX NO:	641-683-0613	PHONE NO: 641-683-0620
		gular City Council Meeting #25 to be held on sible Quorum for 9/20-9/22/2023.

JOB NO.

3762

DEPT. ID

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ST. TIME

09/15 11:17

SHEETS

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Ottumwa Courier

KTVO

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City of Ottu	ımwa			
DATE:	9/15/2023 TIME: 11:2	20 AM		cluding Cover Sheet)
ТО:	News Media	CO:		
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FROM:	Christina Reinhard	and the same of th		
FAX NO: _	641-683-0613	PHONE N	O:641-683-0	0620
	Tentative Agenda for the Reg			

Item No. B.-1.

OTTUMWA CITY COUNCIL MINUTES

REGULAR MEETING NO. 23 Council Chambers, City Hall

September 5, 2023 5:30 O'Clock P.M.

The meeting convened at 5:37 P.M.

Present were Council Member Galloway, Hull, Pope, and Roe as Mayor Pro Tem. Council Member McAntire and Mayor Johnson were absent.

Hull moved, seconded by Pope to approve consent agenda items: Mins. from Reg. Mtg. No. 22 on Aug. 15, 2023 as presented; Recommend appointment of Ryan Mitchell to Brd. of Library Trustees, term to expire 07/01/2027 due to a vacancy; Civil Service Comm. Eligibility Lists for Aug. 23, 2023: WPCF – Maintenance Tech Entrance; Engineering Aide Entrance; Canvasser/Solicitor application for Knights of Columbus for Annual Tootsie Roll Drive Sept. 29-30, 2023; Fixing Sept. 19, 2023 as date for public hearing approving plans, specs., form of contract and est. cost for Soccer Field/Complex Project; Beer and/or liquor applications for: Aldi, 940 Quincy Ave.; Bridge View Center/VenuWorks, 102 Church, with OSA; Ottumwa Oktoberfest Committee, temp. OSA, Jimmy Jones Shelter, 10/3-10/7/2023; Morgan's Corner Bar & Grill, 436 W. Second, temp. OSA on 9/16/2023; all applications pending final inspections. Motion carried 4-1. Absent: McAntire

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

City Admin. Rath introduced Legacy Youth Alliance.

Galloway moved, seconded by Pope to approve the Proclamation of Sept. 19, 2023 to be recognized as Youth Mental Health Day. Motion carried 4-1. Absent: McAntire.

Mayor Pro Tem Roe inquired if anyone from the audience wished to address an item on the agenda. There were none.

This was the time, place and date set for a public hearing approving plans, specs., form of contract and est. cost for 2023 Asphalt Street Repair Program. City Engineer Burgmeier presented. No objections rec'd. Galloway moved, seconded by Pope to close public hearing. Motion carried 4-1. Absent: McAntire.

Hull moved, seconded by Galloway that Res. No. 133-2023, approving plans, specs., form of contract and est. cost for 2023 Asphalt Street Repair Program, be passed and adopted. Motion carried 4-1. Absent: McAntire.

This was the time, place and date set for a public hearing approving plans, specs., form of contract and est. cost for 2023 Street Crack Repair Program. Burgmeier presented. No objections rec'd. Pope moved, seconded by Hull to close public hearing. Motion carried 4-1. Absent: McAntire.

Hull moved, seconded by Pope that Res. No. 134-2023, approving plans, specs., form of contract and est. cost for 2023 Street Crack Repair Program, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Hull moved, seconded by Galloway to pass third consideration and adopt Ord. No. 3215-2023, amending Municipal Code of City of Ottumwa, by repealing and replacing Sections 2-30 and 2-58 of Ch. 2 for the

purpose of increasing compensation of Mayor and City Council Members. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Hull to pass first consideration of Ord. No. 3217-2023, adding youth representative to Human Rights Commission. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Hull to waive second and third considerations, pass and adopt Ord. No. 3217-2023. Motion carried 4-1. Absent: McAntire.

Hull moved, seconded by Galloway to pass first consideration of Ord. No. 3218-2023, amending Sections 23-171 and 25-113 of Municipal Code of the City of Ottumwa, by establishing restrictions related to motor vehicle noise in residential areas. Motion carried 4-1. Absent: McAntire.

Pope moved, seconded by Galloway to waive second and third considerations, pass and adopt Ord. No. 3218-2023. Motion carried 4-1. Absent: McAntire.

Hull moved, seconded by Pope to approve Terminal Leave of Absence, Resignation of Employment and Release Agt. between City of Ottumwa and Larry Seals. Motion carried 4-1. Absent: McAntire.

Hull moved, seconded by Pope approve an agt. and sponsorship of a display up to \$500 for the 2023 holiday season. Ayes: Pope, Hull. Nays: Galloway. Absent: McAntire. Abstain: Roe, as Exec. Dir. GoPIP. Motion carried 2-1.

Galloway moved, seconded by Pope that Res. No. 132-2023, approving Change Order No. 7 for Blake's Branch Sewer Separation Ph. 8, Div. 1 Project, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Hull that Res. No. 136-2023, approving updates to Personnel Policy, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Hull moved, seconded by Galloway that Res. No. 137-2023, approving updates to Leave of Absence Policy, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Pope that Res. No. 139-2023, accepting work as final and complete and approving final pay request for Campground Shower House Parking Lot and Sewer Dump Station Project, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Galloway moved, seconded by Pope that Res. No. 140-2023, auth. execution of Termination Agt. by and between City of Ottumwa and 312 E. Alta Vista Partnership, LLLP terminating Agt. for Private Development by and between City of Ottumwa and 312 E. Alta Vista Partnership, LLLP, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Pope moved, seconded by Galloway that Res. No. 141-2023, approving Real Estate Gift Agt. with Betty McConaughey for property located at 625 Morris, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Hull moved, seconded by Pope that Res. No. 142-2023, approving Change Order No. 3 and accepting project as final and complete and approving final pay request for Pawnee Dr. Reconstruction Project, be passed and adopted. Motion carried 4-1. Absent: McAntire.

Roe inquired if anyone from the audience wished to address an item not on the agenda; there were none.

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

Adjournment was at 6:22 P.M.

CITY OF OTTUMWA, IOWA

Marc Roe, Mayor Pro Tem

ATTEST:

Sherrie Jones, Acting City Clerk

Published in the Ottumwa Courier on 9/14/2023.



September 19, 2023

TO:

Ottumwa City Council Members

FROM:

Richard W. Johnson, Mayor

SUBJECT: APPOINTMENT TO CITY BOARDS AND/OR COMMISSIONS

Recommend appointment to the Ottumwa Housing Authority, term to expire 11/11/2024 due to a vacancy.

Cindy Kurtz Hopkins 711 Edwards Drive



FISCAL YEAR 2022-23 IN REVIEW

Hotel/Motel Tax

Partners

Marketing

Arrivalist Data

How can you help?



FY22-23 HOTEL/MOTEL TAX

- The State of Iowa sends the distribution to the City of Ottumwa 6 weeks after the quarter ends. The April-June disbursement was announced in mid-September.
- For FY22-23, Meet Ottumwa received a combined \$191,000 from Hotel/Motel Tax and the Wapello County contribution.



OUR PARTNERS

- City of Ottumwa
- Wapello County
- Ottumwa Legacy Foundation
- JBS
- Bridge View Center
- Ottumwa Community Schools
- AmericInn
- American Gothic House
- Wapello County Conservation
- · GOPIP
- Local Businesses & Restaurants

- Iowa Heartland History Connection
- Cobblestone Hotel & Suites
- Antique Airplane Association
- Mayflower Tours
- Ottumwa Leadership Academy
- Wayfinding Signage Committee
- Ottumwa Riverfront Planning Committee
- Greater Ottumwa Rodeo
- Ottumwa SportsPlex



MARKETING

- Iowa Travel Industry Partners
- Central Iowa Tourism Region
- Midwest Travel Network
- KTVO
- KYOU
- Ottumwa Radio

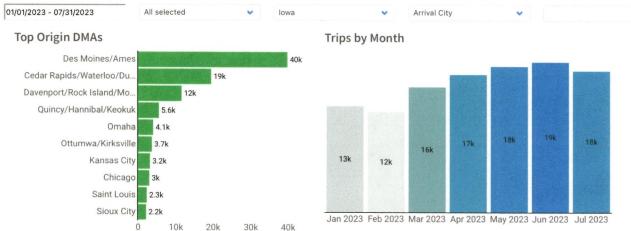
Travel Iowa - IEDA

- Sponsored content on their website
- Dedicated email and email ads
- Dedicated social media
- Streaming ads
- Midwest Living ad
- South Dakota Living ad
- Influencer coming next summer
- Digital billboard in Kansas City
- Tinybeans app ads
- Traveliowa.com leads

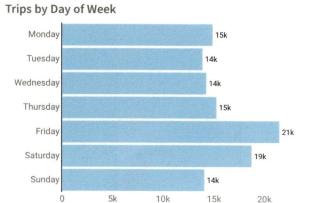


Dates

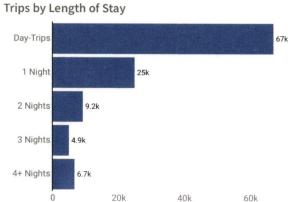




Primary Destination



Origin Region

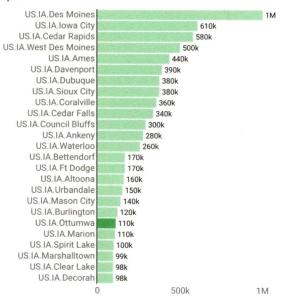


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Top Destinations

Manage Dates

Smart Date Select





Charts and graphs are dynamic.

A selection in one module will update metrics in the other modules.



HOW CAN YOU HELP?





TALK TO ME!

Laura Carrell, Executive Director Monday through Friday, 9 a.m. to 4 p.m. 102 Church St., Bridge View Center Lobby 641-684-4303

Icarrell@meetottumwa.org



CITY OF OTTUMWA

Staff Summary



** ACTION ITEM **

Council Meeting	g of: Sep 19, 2023	
		Gene Rathje
	-	Prepared By
Park & Rec	reation	Gene Rathje
Depar	tment	Department Head
	- By Rt	
	City Administrator Approval	
AGENDA TITL	E: Resolution #144-2023. A Public Hearing to Ap Specifications, Form of Contract, and Estimate Ottumwa Park Soccer Complex Project.	•
********	****************	******
Public he	earing required if this box is checked.	
RECOMMEND	ATION: Pass and Adopt Resolution #144-2023	
DISCUSSION:	Attached are plans, specifications, and form of construction of 3 high quality soccer fields in Gr fields will be constructed between the dog park fields. The cost estimate for this project is \$2.7 provided by the Ottumwa Regional Legacy Foundanation from JBS Corporation. This project is provided by the Ottumwa Regional Legacy Foundanation from JBS Corporation.	eater Ottumwa Park. The and the adult softball million. Funding will be ndation and a \$1 million

Master Plan. This project was approved by the Ottumwa Parks Advisory

Source of Funds: ORLF, JBS Budgeted Item:

Board at their meeting on September 12, 2023.



RESOLUTION # 144-2023

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE GREATER OTTUMWA PARK SOCCER COMPLEX PROJECT

WHEREAS, The City of Ottumwa is in need of high quality soccer fields to serve all age groups; and

WHEREAS, Funding for these fields is available through the Ottumwa Regional Legacy Foundation and JBS Corporation; and

WHEREAS, Constructing new soccer fields in Ottumwa Park is part of the Ottumwa Park Master Plan.

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

The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 19th day of September, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA

WAPELLO COUNTY I, Kyle Ocker, being duly sworn on my oath, say I am the General Manager of the Ottumwa Courier, a newspaper printed in said Wapello County, lowa and of general circulation there in, and that the advertisement Soccer Complex Project City of Ottumwa hereto attached was published in said newspaper for \(\) consecutive week's to-wit: Subscribed and sworn to before me, and in my presence, by the said 9th day of September, 2023 TRACI COUNTERMAN 2 Commission Number 786024 My Commission Expires September 29, 2023 **Notary Public** In and for Wapello County

Printer's fee \$27.79

COPY OF ADVERTISMENT SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa,

will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the con-struction of said improvements described in general as "Greater Ottumwa Park Soccer Complex Project, Ottumwa, Iowa" at 5:30 o'clock p.m. on September 19, 2023, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following Contract. construct the following: Con-struction of three (3) natural turf soccer fields and associated equipment, restroom facility, field lighting and utilities, irriga tion, parking lot, parking lot lighting and utilities, stormwamanagement fencing and sidewalks in Central Addition Park in Ottumwa, lowa. All work and materials are to be in strict compliance with the Plans and Specifications prepared by Design Workshop of Raleigh, North Carolina which together with the proposed form of contract and estimate of cost have estimate of cost have heretofore been approved by the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein. CITY OF OTTUMWA, IOWA By: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk

received Item No. <u>F.-2.</u>

CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of: September 19, 2023
Engineering Department Engineering Department City Administrator Approval
AGENDA TITLE: Resolution #146-2023. Approving the Plans, Specifications, Form of Contract and Estimated Cost for the Asbestos Abatement – City Hall, Ottumwa, Iowa Project.
************************************ X **Public hearing required if this box is checked. ** X **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 #146-2023.
DISCUSSION: There is asbestos containing drywall and tile throughout City Hall and asbestos containing insulation around the boiler, pipework, and within air ducts. The asbestos must be removed before the existing heating and cooling systems can be replaced and before renovations can begin. The proposed project will remove this asbestos so the City Hall Improvements Project can proceed.
Bids will be received and opened by the City of Ottumwa on October 4, 2023 at 2:00 p.m. The bid report and bid award recommendation will be presented at the City Council meeting on October 17, 2023, or at a later date as determined by staff.
Funding:
CIP \$ 80,000

Source of Funds: CIP

RESOLUTION #146-2023

A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE ASBESTOS ABATEMENT – CITY HALL BUILDING, OTTUMWA, IOWA PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa has conducted a public hearing on the plans, specifications, form of contract, and estimated cost for the above referenced project; and,

WHEREAS, No objections to the said plans, specifications, form of contract and estimated cost were received.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The plans, specifications, form of contract, and estimated cost for the above referenced project are hereby approved and adopted.

APPROVED, PASSED, AND ADOPTED, this 19th day of September, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Maxor

ATTEST:

Christina Reinhard, City Clerk

PROOF OF PUBLICATION

STATE OF IOWA WAPELLO COUNTY

I, Kyle Ocker, being duly sworn on my oath, say I am the General Manager of the Ottumwa Courier, a newspaper printed

in said Wapello County, Iowa and of general circulation there in, and that the advertisement

Asbestos Abatement Notice

itu of Ottumwa was published in said newspaper for \ consecutive week's to-wit:

hereto attached

Subscribed and sworn to before me, and in my presence, by the said 9th day of September, 2023

TRACI COUNTERMAN Commission Number 786024 My Commission Expires September 29, 2023

Notary Public

In and for Wapello County

Printer's fee <u>\$32.25</u>

COPY OF ADVERTISMENT

SECTION 00010 NOTICE OF PUBLIC HEARING The City Council of Ottumwa, Iowa, City Council of Ottumwa, Iowa, will hold a public hearing on the proposed Plans and Specifications, form of contract and estimate of cost for the construction of said improvements described in general as "Asbestos Abatement - City Hall Building, Ottumwa, Iowa" at 5:30 o'clock p.m. on the 19th day of September, 2023, in the Council Chambers, City Hall, Ottumwa, Iowa. At said hearing any interested person may ing any interested person may appear and file objections thereto or to the cost of the improvements. At the hearing, the City will receive and consider the control of the cost of the improvements. the City will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed form of Contract, and the estimate of cost for the project. The work to be done is as follows: Furnish all labor, materials and equipment to construct the following: The work includes the removal and work includes the removal and disposal of friable and non-fri-able materials containing asbestos indicated and speci fied herein and the incidental procedures and equipment reprocedures and equipment required to protect workers from contact with airborne asbestos fibers. The Contractor shall furnish all labor, materials, services, insurance and equipment required for the removal and disposal of asbestos-containing materials in accordance with the guidelines or regulations of the responsible state agency, the local agency, EPA or OSHA. The work is the City Hall Building, 105 E. 3rd St., Ottumwa, IA 52501. All work and materials are to be in strict compliance with the Plans and compliance with the Plans and Specifications prepared by the City of Ottumwa which together with the proposed form of contract and estimate of cost have heretofore been approved by the City and are now on file for the City and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and in-corporated herein. CITY OF OTTUMWA, IOWA By: Richard W. Johnson, Mayor ATTEST: Christina Reinhard, City Clerk

Item No. I.-1.

CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

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Council Meeting of: September 19, 2023	
	Phillip Burgmeier
	Prepared By
Engineering	Alil burnerin
Department	Department Head
City Administrator Approx	val
AGENDA TITLE: Resolution #107-2023. Approving Change O and complete and approving the Final Pay Request for the Troego	
attached	************* of of Publication for each Public Hearing must be d to this Staff Summary. If the Proof of Publication is ched, the item will not be placed on the agenda.**
RECOMMENDATION: Pass and adopt Resolution #107-2023.	
DISCUSSION: This project consisted of constructing a 5180 S Park. The work included grading, hauling sub base, and storm s new sidewalk along Church Street, crosswalk improvements and completed project has added an additional 136 parking spaces.	sewer improvements. Work also included
Change Order #1 includes quantity adjustments and additional increases the contract sum by \$44,480.49.	l pavement for the Beach Driveway. It
Original Contract Amount \$	6608,859.25
	5 44,480.49
_	6653,339.74
	5584,788.00
	6 68,551.74
The contractor has completed the work according to the Plans are	

 Bid
 Budgeted

 Troeger Parking Lot
 \$ 608,859.25
 \$ 569,377.50

 Bridgeview Parking Lot Expansion
 \$ 473,143.50
 \$ 574,256.00

 Gravel Overflow East of Jefferson
 \$ 40,000.00

 \$1,098,904.03
 \$1,183,633.00

 Source of Funds: CIP
 Budgeted Item: Yes
 Budget Amendment Needed: No

Fairfield, Iowa.

RESOLUTION #107-2023

A RESOLUTION APPROVING CHANGE ORDER #1 AND ACCEPTING THE WORK AS FINAL AND COMPLETE AND APPROVING THE FINAL PAY REQUEST FOR THE TROEGER PARKING LOT PROJECT

WHEREAS, The City Council of the City of Ottumwa, Iowa entered into a contract with Drish Construction, Inc. of Fairfield, Iowa on August 16, 2022 for the above referenced project; and,

WHEREAS, Change Order #1 increased the contract amount by \$44,480.49. The total new contract sum is \$653,339.74. The project is now completed in accordance with the plans and specifications

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. The Troeger Parking Lot Project is hereby accepted as complete and authorization to make final payment to Drish Construction, Inc. of Fairfield, Iowa in the amount of \$68,551.14 is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 19th day of September, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayo

ATTEST:

Christina Reinhard, City Clerk

Section 640 CHANGE ORDER

Project:	Troeger Parking Lot		To Contractor:	Drish Construction
Change O	Order Number: 1			
The Contr	ract is changed as follows: Quantity Adjustments-See Beach Driveway Improven Price adjust, for CI, 10 Price adjust, for handhole Add Staking and Remob. I	nents: 565.26 SY @ \$64.9 \$-1 / CY For DW	29-Jun-2: \$8,715.12 0/SY \$36,685.37 -\$1,995.00 -\$525.00 \$1,600.00 \$0.00 \$0.00 \$0.00	3
	Base bid amount	\$608,859.25		
		NEW PROJECT TOTAL	\$653,339.74	
	NOT VALID UNTIL SIGNE	D BY THE OWNER AND	CONTRACTOR	
The Origina	al Contract Sum was			\$608,859.25
Net change	e by previously authorized C	hange Orders		\$0.00
The Contra	act Sum prior to this change	order		\$608,859.25
The Contra	act Sum will be increased	by this change order in the	ne amount of	\$44,480.49
The new Co	ontract Sum including this c	hange order		\$653,339.74
The Contra	ct Time will beincreased	by		10days
The date of	Substantial Completion as of the	ne dare of this Change Orde	r is in accordance with	contract documents.
PLA DENGINEER DIRECTOR	OF PUBLIC WORKS		09-67-6 DATE	2023
Orish Const			7/6/23 DATE Project M	enager

SECTION 630 PAY ESTIMATE

CITY OF OTTUMWA

APPLICATION FOR PAYMENT

TO	O OWNER:	City of C	Ottumwa	PROJECT:	Troeger Parking Lot		PAY REQUEST NO. 5
FF	ROM CONTR	RACTOR:	Drish Construction			PAY PERIOD:	
			ICATION FOR PAYME	ENT			
1.	Original Co	ontract Su	ım				\$608,859.25
2.	Net change	e by Char	nge Orders				\$44,480.49
3.	Contract S	ium to Da	te (Line 1 <u>+</u> Line 2)				\$653,339.74
4.	Total Com	pleted and	d Stored to Date				\$653,339.74
5.	Retainage:	0	% of Completed work				\$0.00
6.	Total Earne	ed Less R	etainage Amount				\$653,339.74
7.	Less Previ	ous Paym	ents				\$584,788.00
8.	Current Pa	yment Du	e				\$68,551.74
App	olications for	Payment	dance with the Contract were issued and paym Construct	ents received	d from the Owner, and DATE: TITLE:	9/6/23 Project M	ment (Line 8) is now
appl	In accordation, the	ance with Engineer uality of th	the contract documents certifies to the Owner to e Work is in accordance.	hat to the bes	at of the Engineer's kno	wledge the Wor	k has progressed as
					AMOUNT	CERTIFIED:	\$68,551.74
ENG	SINEER/ØIR	<i>SÚ</i> ECTOR O	DF PUBLIC WORKS		DATE:	09-07	

	8/29/2023	D	rish Cons	truction		46 DIW =			
ITEM	DESCRIPTION	UNIT	QTY	PRICE	EXTENSION	AS BUILT		QUANTITY	
1	Clearing and Grubbing by Units	UNIT	1021.5	510 00	\$10,215 00	QTY	EXTENSION		COV
2	Topsoil, Strip, Salvage and Spread	CY	275	\$70.00	\$19,250 00	922	\$9,220.00	(\$995.00)	90.2
3	Class 10 Excavation	CY	1995	\$35.00	\$69.825.00	275	\$19,250 00	\$0.00	100.00
4	Subbase, Modified, 6" Thickness	TN	1700	\$30.00	\$51,000.00	2086 67	\$73,033.45	\$3,208.45	104 599
CHICAGO CONTRACTOR	Intake, SW-505, Modified	EA	1	\$14,100.00		1791 67	\$53,750.10	\$2,750.10	105.39%
	Pavement, 7" PCC	SY	5180	\$58.80	\$14,100 00	1	\$14,100.00	\$0.00	100.00%
7	Curb and Gutter, 2.5' PCC, 6"	LF	100	description of the second second	\$304,584 00	5180 87	\$304,635.16	\$51 16	100.02%
8	Sidewalk, PCC, 6"	SY	175	\$57 75	\$5,775.00	81.5	\$4,706 63	(\$1,068.37)	81.50%
	Concrete, Colored and Stamped, 6"	SY	100	\$82.43	\$14,425.25	196,06	\$16,161 23	\$1,735.98	112 03%
	Detectable Warnings	SF	36	\$147.00	\$14,700.00	90.5	\$13.303 50	(\$1,396 50)	90 50%
	Removal of Pavement	SY	and the state of t	\$78.75	\$2,835.00	34	\$2,677.50	(\$157.50)	94.44%
or the entropy of	Footing, Light Base	EA	590	\$21.00	\$12,390.00	1005 8	\$21,121.80	\$8,731.80	170.47%
	Hand hole, electrical	EA	5	\$2,500.00	\$12,500.00	5	\$12,500.00	\$0.00	100.00%
manufacture of the last	Traffic Control		1	\$5,250.00	\$5,250.00	1	\$5,250.00	\$0.00	100.00%
	Seeding, Fertilizing & Mulching	LS	-!	\$4,300.00	\$4,300.00	1	\$4,300.00	\$0.00	100.00%
	Silt Fence - Installation	LS	1	\$5,230.00	\$5,230.00	1	\$5,230.00	SO 00	100.00%
	Silt Fence - Removal	LF	400	\$5,00	\$2,000.00	420	\$2,100.00	\$100.00	105.00%
	Construction Survey	LF	400	\$3.00	\$1,200.00	420	\$1,260.00	\$60,00	105.00%
amenda harrisona a	Mobilization	LS	1	\$10,500.00	\$10,500 00	1	\$10,500.00	\$0.00	100 00%
man material	Concrete Washout	LS	1	\$32,000.00	\$32,000 00	1	\$32,000.00	\$0.00	100.00%
Andrew Property	Conduit, PVC, 1"	LS	1	\$2,500.00	\$2,500.00	1	\$2,500.00	\$0.00	100.00%
21	Conduit, PVC, T	LF	680	\$21.00	\$14,280.00	475	\$9,975.00	(\$4,305.00)	69 85%
	01				THE STREET STREET, STREET STREET				
	Change Order #1		1	\$44,480.49	\$44,480.49		\$35,765.37	\$8,715 12	
				TOTAL	\$653,339.74				
		1	ASB	UILT TOTAL	\$450,005.14		\$653,339,74		
			room to the region becomes				4000,435,74	\$8,715.12	

Item No. I.-2.

CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of: September 19, 2023				
Engineering Department	Phillip Burgmeier Prepared By Department Head			
City Administra	tor Approval			
AGENDA TITLE: Resolution #135-2023. Awarding the contract for the City Hall Renovations Rebid Project.				
**************************************	*********** **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 #135-2023.

DISCUSSION: This project will replace the existing heating and cooling system currently utilized in City Hall and redesign the first floor to better accommodate the public and our employees. The current boiler was manufactured in 1956, has been repaired numerous times, and is in need of replacement. The new HVAC system will include natural gas fueled hot water heating, VRF cooling with the ability for zone separation control, and the ability to introduce fresh air into the building as make up air.

The first floor remodeling will restore much of the original look and feel of the building. It will redefine the original public corridor which allows for flow and acoustical separation needed for professional development environments. The renovation will also address Code requirements for accessible means of egress by providing areas of refuge off of 2nd and 3rd floors for use in an emergency.

For the rebid any work that wasn't necessary to remodel first floor or to install the new HVAC system was removed from the scope of work. The number of control zones were reduced and pipes rerouted to streamline construction. Bathroom remodels for 2nd and 3rd floors were taken out of the project.

A Notice of Project was posted on the City of Ottumwa website and Plans for the project were handled through Willett Hofmann & Associates who submitted them to Master Builders of Iowa for publication and posted on the Willett Hofmann & Associates website. An announcement was published in the Ottumwa Courier notifying the public of the project.

Bids were received and opened by the City of Ottumwa on August 30, 2023 at 2:00 p.m. two (2) bids were received. The lowest responsive bidder is RG Construction of Ottumwa, Iowa in the amount of \$3,782,232.00.

Bid Tab and Plan Holders List are attached.

Funding:

2022 Bond	\$ 700,000
ARPA Yr1	809,000
ARPA Yr2	1,321,788
General Fund	290,669
Franchise Fee	660,775

Total \$3,782,232

RESOLUTION #135-2023

A RESOLUTION AWARDING THE CONTRACT FOR THE CITY HALL RENOVATIONS REBID

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

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: The award of contract for the above referenced project is made to the lowest responsive bidder, RG Construction LLC of Ottumwa, Iowa in the amount of \$3,782,232.00.

APPROVED, PASSED, AND ADOPTED, this 19th day of September, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk



September 13, 2023

City of Ottumwa 105 3rd St E Ottumwa, Iowa 52501

ATTN: Mr. Phillip Burgmeier

City Engineer

Re:

Ottumwa City Hall Remodeling

Award Recommendation

WHA #1194C21

Dear Phillip:

Proposals for the Ottumwa City Hall Remodeling Project were opened in the 1st Level Conference Room at 2:00 PM on Wednesday, August 30, 2023. The project was publicly advertised on August 2, 2023 and posted on the online bidding platforms called QUEST and the MBI electronic Plan Room. Ten (10) General Contractors and numerous sub-contractors downloaded plans. A pre-bid meeting was conducted on August 10, 2023 and two (2) general contractors attended. Two (2) bid proposals were received, opened and read aloud and a summary of the bids received is attached herewith. One bid was under the project budget and one bid exceeded the project budget.

RECOMMENDATION

It is the recommendation of Willett, Hofmann & Associates, Inc. that the City of Ottumwa accept the bid provided by RG Construction for the amount of \$3,782,232.

If you have questions or require further information, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY

Paul E. Newman, AIA, PE, LEED AP BD+C

Architect

BID TAB FOR:	ОТТИ	OTTUMWA CITY HALL - REMODELING							
OTTUMWA CITY HALL REMODELING Ottumwa, lowa									
Bids received at Ottumwa City Hall Council Chambers Date: August 30, 2023-2 PM WILLETT HOFMANN & ASSOCIATES									
Bidder Name	Bidder Address and Phone	Bid Bond- 10%	Addendum(s)	Base Bid					
Christner Contracting, Inc	17587 Hwy 34, Ottumwa, IA 641-684-0648	YES	YES	\$4,167,350.00					
RG Construction	215 E 4th St, Ottumwa, IA 641-954-9898	YES	YES	\$3,782,232.00					
			<u> </u>						

Plan Holder Report as of 09/13/2023 02:49 PM CDT Ottumwa City Hall Remodeling - Rebid

Quest eBidDoc" Number: 8613114

Closing Date: Wed, 08/30/2023 02:00 PM CDT Posting Type: Construction Project Owner Name: City of Ottumwa Solicitor Name: Willett, Hofmann & Associates Contact: Paul Newman Phone: 319-378-1401 Email: pnewman@willetthofmann.com

Company Name & Address	Contact Name/Email Address	Phone/Fax	Bus. Cert	Bus. Desig	Entry Date	Doc Type	Comments
Minnesota Builders Exchange 1123 Glenwood Ave, Minneapolis, MN-55405	David Siegel addenda@mbex.org	612-381-2625		Plan Room	08/02/2023	eBidDoc	
Dodge Data & Analytics 2860 S State Hwy 161, Grand Prairie, TX-75052	Daedri Cavuoto daedri.cavuoto@construction.com	513.666.3354 800-768-5594		Plan Room	08/04/2023	eBidDoc	
RG Construction, LLC 215 East 4th Street, Ottumwa, IA-52501	Rod Grooms rod@rgconstructioncompany.com	6419549898 641-684-5457		Prime Bidder	08/04/2023	eBidDoc	
ConstructConnect 3825 Edwards Rd, Cincinnati, OH-45209	Eric Mills content@constructconnect.com	800-364-2059 866-570-8187		Plan Room	08/04/2023	eBidDoc	
Christner Contracting Inc 17587 Hwy 34 west, Ottumwa, IA-52501	BRAD FISHER brad@christnercontracting.com	6412261791		Prime Bidder	08/15/2023	eBidDoc	
TRON Insulation LLC 2725 Harrison Rd, Ames, IA-50010	Carlos Troncoso troninsulation@gmail.com	515-451-3317		Subcontractor	08/30/2023	eBidDoc	



CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of: 9/19/2023

Waseem Nisar Prepared By

Finance Department Waseem Nisar Department Head

Philip Rath City Administrator Approval

AGENDA TITLE: Financial Audit Engagement Letter

RECOMMENDATION:

Pass and adopt Resolution # 138-2023 to have Mr. Mayor to sign the audit engagement letter for FY23 financial audit.

DISCUSSION:

Resolution # 104-2023 was passed and adopted on June 20, 2023 to approve RFP for financial audit. Current resolution is to have mayor sign the engagement letter for FY23 financial audit. The engagement letter is with Bergan KDV Ltd., the sole bidder for the RFP. Engagement letter is attached.

Source of Funds: N/A Budgeted Item

Budget Amendment Needed: N/A

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

RESOLUTION NO. 138-2023

RESOLUTION (Engagement Letter for FY23 Financial Audit)

WHEREAS, the City of Ottumwa, Iowa awarded a five-year agreement to Bergan KDV, Ltd. for its financial audits.

WHEREAS, an engagement letter was received from Bergan KDV, Ltd. for FY23 financial audit.

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

The engagement letter from Bergan KDV, Ltd. is received for FY23 financial audit, according to the agreement and the mayor is approved to sign the said engagement letter.

PASSED, ADOPTED and APPROVED this 19 day of September, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson Mayor

ATTEST:

Christina Reinhard, CMC, City Clerk

bergankov

Sent via electronic mail.

August 4, 2023

City of Ottumwa City Council 105 East Third St Ottumwa, IA 52501

Dear:

This letter is to confirm and summarize our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

Summary of Engagement Terms:

Level of Attest Service: Audit in accordance with *Government Auditing Standards* (Government Yellow Book Audit) and Federal Single Audit

Financial Statements: Governmental activities, business-type activities, the aggregate descretely component unit, each major fund, and the aggregate remaining fund information

Financial Reporting Framework: Accounting principles generally accepted in the United States of America **Period:** As of and for the Year Ended June 30, 2023

Required Supplementary Information: Management's Discussion and Analysis (MD&A), Schedules related to Other Post Employement Benefits. Schedules related to Pension plans.

Supplementary Information:

- Combining and Individual Fund Financial Statements and Schedules/Supplemental Schedules: Opinion in relation to the financial statements as a whole
- Introductory Section and Statistical Section of the Annual Comprehensive Financial Report: Introductory Section and Statistical Section

Attest Engagement Partner: Nancy Schulzetenberg

Fees: Our fees for services will be \$42,900 for the audit of the Financial Statements, \$4,000 for the preparation of the ACFR and \$4,000 per program for the single audit as applicable. Additional assistance related to GASB 96 if needed, will be negotiated and billed separately.

Non-attest Services: Preparation of the financial statements

We appreciate the opportunity to be of service to you and believe this letter and the attached **audit engagement agreement** accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter and as further detailed in the attached **audit engagement agreement**, please acknowledge your acceptance by signing and returning it to us.

I have read, and I agree to the summary of engagement terms listed above and the terms in the attached audit engagement agreement.

Sincerely,

Nancy Schulzetenberg

Nancy Schulzetenberg, Certified Public Accountant BerganKDV

Acknowledged by:

Title: Richard W. Johnson, Mayor

This agreement is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we are to provide.

AUDIT SCOPE AND OBJECTIVES

We will audit the financial statements as identified in the summary of engagement terms, including the related notes to the financial statements, which collectively comprise the basic financial statements of the governmental entity. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the governmental entity's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the governmental entity's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The required RSI is identified in the summary of engagement terms and will be subjected to certain limited procedures but will not be audited.

We may also be engaged to report on supplementary information other than RSI, including the schedule of expenditures of federal awards, that accompanies the governmental entity's financial statements. If we opine on the supplementary information, accompanying the financial statements as identified in the summary of engagement terms, we will subject the supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

If we do not provide an opinion or any assurance on the supplementary information other than RSI as identified in the summary of engagement terms, the other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information. We will read the other supplementary information and consider whether a material inconsistency exists between the other supplementary information and the basic financial statements, or the other supplementary information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other supplementary information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the financial reporting framework identified in the summary of engagement terms and report on the fairness of the supplementary information for which we opine on as identified in the summary of engagement terms when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award
 agreements, noncompliance with which could have a material effect on the financial statements in accordance with
 Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS AND SINGLE AUDIT

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

We will identify significant risks of material misstatement as part of our audit planning. Audit planning and plan modifications continue throughout the course of the audit, as such, identified risks will include those identified and communicated to you previously, including during the prior year, modified for additional significant risks identified and prior risks no longer considered significant. These significant risks and modifications will be communicated to you throughout the audit process. A complete summary of significant risks identified will be included in our communications letter, required communications to those charged with governance.

Our audit of the financial statements does not relieve you of your responsibilities.

THIRD-PARTY SERVICE PROVIDERS

We may, from time to time and depending on the circumstances, use third-party service providers, some of whom may be in the cloud, in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality terms with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure appropriate confidentiality terms, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely

secure system for electronic data transfer exists. As such, by your signature on this agreement, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

AUDIT PROCEDURES - INTERNAL CONTROL

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the governmental entity's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the governmental entity's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the governmental entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

OTHER SERVICES

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the governmental entity in conformity with the financial reporting framework identified in the summary of engagement terms and the Uniform Guidance based on information provided by you. These non-attest services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We may provide other non-attest services, as identified in the summary of engagement terms. These services may not be fully covered under this engagement agreement and may be billed separately under other agreements with you.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS AND SINGLE AUDIT

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the financial reporting framework identified in the summary of engagement terms and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of

measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the financial reporting framework identified in the summary of engagement terms. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the financial reporting framework identified in the summary of engagement terms; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the financial reporting framework identified in the summary of engagement terms; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this agreement. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

INDEPENDENCE

Professional and certain regulatory standards require us to be independent in the performance of our services in both fact and appearance. As such, we will not perform any management functions, make any management decisions, or perform any services or activities, without the appropriate safeguards, that would impair our independence.

You agree to assume all management responsibilities for the non-attest services, as identified in the summary of engagement terms, financial statements, schedule of expenditures of federal awards, and related notes, and any other non-attest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-attest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

To ensure that our independence is not impaired under professional and regulatory standards, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. In addition, because we incur significant time and expense in hiring and training our personnel, if you hire any of our personnel who provided services to you in the preceding 12 months you agree to pay us a fee of 50% of that individual's annualized compensation.

REPORTING

We will issue written reports upon completion of our Single Audit. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and

(2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the governmental entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The attest engagement partner, as identified in the summary of engagement terms, is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

FEES AND INVOICING

Our fees for these services are detailed in the summary of engagement terms. The fee estimate is based on anticipated cooperation from your personnel, the assumption that all requested information will be provided timely and accurately, and we will not encounter any significant or unusual circumstances which will affect the scope of our engagement, including unforeseen changes in operations or federal awards, or disruptions in providing our services. If significant additional time is necessary, our fees will be adjusted accordingly. Additional time incurred for assistance with implementation of new accounting or other regulatory standards will be billed separately and will be based in part upon the amount of time required at our standard billing rates, plus out-of-pocket expenses.

We commit staff and resources to your engagement at the time scheduled with you and your team. Failure to provide the required documentation and engagement support by the agreed upon due dates may result in an inconvenience fee of 25% of the base fee noted in the summary of engagement terms.

Our invoices for these services will be billed with up to a 50% advance retainer due when work commences, and the remaining amounts rendered as work progresses. All invoices are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of termination. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

Should any litigation or adverse action (such as audits by outside organizations and/or threatened litigation, etc.), by third parties arise against the governmental entity or its officers subsequent to this engagement, which results in the subpoena of documents from our firm and/or requires additional assistance from us to provide information, depositions or testimony, the governmental entity hereby agrees to compensate our firm (at our standard hourly rates then in effect) for additional time charges and other costs (copies, travel, etc.), and to indemnify us for any attorney's fees we may incur.

You may request that we perform additional services not contemplated by this engagement agreement or summary of engagement terms. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fee. We also may issue a separate engagement agreement and summary of engagement terms covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement agreement and summary of engagement terms.

ENGAGEMENT ADMINISTRATION AND OTHER

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of BerganKDV and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight, regulatory, state agencies or their designees pursuant to authority given to them by law or regulation, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BerganKDV personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight, regulatory or state agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data will be so reflected. Accordingly, you understand that our firm does not accept responsibility for hosting client information; therefore, you have the sole responsibility for ensuring you retain and maintain in your possession all your financial and non-financial information, data and records.

This engagement agreement and summary of engagement terms includes your authorization for us to supply you with electronically formatted financial statements or drafts of financial statements, financially sensitive information, spreadsheets, trial balances or other financial data from our files, upon your request.

If you intend to publish or otherwise reproduce the financial statements and make reference to our Firm name, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. Additionally, if you include our report or a reference to our Firm name in an electronic format, you agree to provide the complete electronic communication using or referring to our name to us for our review and approval prior to distribution.

Our role is strictly limited to the engagement described in this agreement and summary of engagement terms, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based upon our communications with, or our reports to you. Your entity will be solely responsible for making all decisions concerning the contents of our communications and reports, for the adoption of any plans and for implementing any plans you may develop, including any that we may discuss with you.

MANAGEMENT WRITTEN REPRESENTATIONS

During the course of our engagement, we will request information and explanations from management regarding the entity's operations, internal controls, future plans, specific transactions, and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The procedures we will perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. Accordingly, false representations could cause us to expend unnecessary efforts or could cause a material error or a fraud to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management.

DISPUTE RESOLUTION

Any disputes between us that arise under this agreement, or for a breach of this agreement, or that arise out of any other services performed by us for you, must be submitted to nonbinding mediation before either of us can start a lawsuit against the other. To conduct mediation, each of us shall designate a representative with authority to fully resolve any and all disputes, and those representatives shall meet and attempt to negotiate a resolution of the dispute. If that effort fails, then a competent and impartial third party acceptable to each side shall be appointed to hold and conduct a nonbinding mediation proceeding. You and we will equally share in the expenses of the mediator and each of us will pay for our own attorneys' fees, if any. No lawsuit or legal process shall be commenced until at least 60 days after the mediator's first meeting with the parties.

The nature of our engagement makes it inherently difficult, with the passage of time, to present evidence in a lawsuit that fully and fairly establishes the facts underlying any dispute that may arise between us. We both agree that notwithstanding any statute of limitation that might otherwise apply to a claim or dispute, including one arising out of this agreement or the services performed under this agreement, or for breach of contract, fraud or misrepresentation, a lawsuit must be commenced within 24 months after the date of our report. This 24-month period applies and starts to run on the date of each report, even if we continue to perform services in later periods and even if you or we have not become aware of the existence of a claim or the basis for a possible claim. In the event that a claim or dispute is not asserted at least 60 days before the expiration of this 24-month period, then the period of limitation shall be extended by 60 days, to allow the parties of conduct nonbinding mediation.

LIMITATION OF LIABILITY

You agree that it is appropriate to limit the liability of BerganKDV, its shareholders, directors, officers, employees and agents to the fullest extent permitted by applicable law.

You further agree that you will not hold us liable for any claim, cost or damage, whether based on warranty, tort, contract or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to you for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs or attorney's fees. Because of the importance of oral and written management representations to the effective performance of our services, you agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement.

PREVAILING TERMS

In the event of any conflicts or inconsistencies between the terms of this engagement agreement and summary of engagement terms, and any other contract or agreement, the terms and conditions of this agreement prevail.

SEVERABILITY

If any portion of this engagement agreement and summary of engagement terms is held to be void, invalid, or otherwise unenforceable in whole or in part, for any reason whatsoever, such portion of this engagement agreement and summary of engagement terms shall be amended to the minimum extent required to make the provision enforceable and the remaining portions of the engagement agreement and summary of engagement terms shall remain in full force and effect.

POWER AND AUTHORITY

Each of the parties hereto has all requisite power and authority to execute and deliver this engagement agreement and summary of engagement terms and to carry out and perform its respective obligations hereunder. This agreement constitutes the legal, valid and binding obligations of each party, enforceable against such party in accordance with its terms.

PEER REVIEW REPORT

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of contract. Our peer review report can be downloaded from our website at www.BerganKDV.com or will be provided in alternate formats upon request.

RESOLUTION NO. 104-2023

RESOLUTION AWARDING A FIVE-YEAR AGREEMENT TO BERGAN KDV, LTD, FOR AUDIT SERVICES

WHEREAS, the City of Ottumwa, Iowa did advertise and accept proposals for the above referenced service; and

WHEREAS, a proposal was received from Bergan KDV, Ltd. to provide the stated service.

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

The award of agreement for the above referenced service is made and an engagement letter between the City of Ottumwa and Bergan KDV, Ltd. will be drafted and presented before the City Council of the City Ottumwa in the near future.

APPROVED, PASSED AND ADOPTED, this 20th day of June, 2023.

CITY OF OTTUMWA, IOWA

Schard W Johnson Mayor

ATTEST:

Christina Reinhard, City Clerk





CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting	g of: Sep 19, 2023	
		Barbara Codjoe
		Prepared By
Administrat	on	Barbara Codjoe
Depar	tment	Department Head
	City Administrate	or Approval
AGENDA TITL	E: Resolution #143-2023 - Appro training for City Leaders	ve resolution authorizing Leadership
Public he	earing required if this box is checked.	************
RECOMMEND	ATION: Pass and adopt resolution	n #143-2023
DISCUSSION:	See attached	

In FY2023 (Sept. 2022), the City partnered with trainer David Harris to deliver Leadership Communication to Improve Teamwork modules. We had 40 leaders (and high-potential employees) attend this week-long training. The training focused on 10 different modules to help not only become a better leader but how to better function within a team.

The consistent feedback regarding the training was that it was worthwhile and our staff got a lot out of it. We have developed the City's Values and have worked to live those daily. Our staff have put a number of items learned from the training into practice. It has helped to have crucial conversations and work through every day occurrences.

We took an Employee Opinion Survey last year to give us a baseline regarding employee feedback. We are planning on continuing this survey annually and incorporating this feedback into this training as well.

We would like new leaders to go through the week long training. We expect to have a full class in October '24 for that training. We did not want to pull leaders for a full week in July so we elected to schedule that later in the year since we are not able to get that earlier.

We will also offer two new classes this year.

- 3-day non-supervisory training this is the first 6 modules of the training. Again, constant feedback from our leaders was that this would be great for our employees to go through.
- 2-day refresher and difficult conversations this would be a one day refresh for those leaders that have been through the week long training. The other day would focus on having difficult conversations. It will allow for learning and role-playing on having those conversations.

We have \$28,000 budgeted for leadership training for our staff for FY2024 from Risk Management. We will budget accordingly for the training for FY2025.

Training dates will be as follows:

- February 27th through 29th 3-day non-supervisory training 20 people maximum o Approximately \$9,400 (\$7,000 for course + food expenses)
- May 21st and 22nd 2-day refresher and difficult conversations 16 people maximum o Approximately \$6,600 (\$5,250 for course + food expenses)
- July 22nd and 23rd 2-day refresher and difficult conversations 16 people maximum o Approximately \$6,300 (\$5,000 for course + food expenses)
- July 24th and 25th 2-day refresher and difficult conversations 16 people maximum o Approximately \$6,300 (\$5,000 for course + food expenses)
- October 21st and 25th 5-day supervisory session 16 people maximum o Approximately \$15,000 (\$11,500 for course + food expenses)

Total of \$43,600 for 84 people maximum. This would be approximately \$520 invested per employee for training. We do believe that we will have the maximum number of employees in each class.

RESOLUTION NO. 143-2023

RESOLUTION APPROVE LEADERSHIP COMMUNICATION TRAINING FOR CITY LEADERS

WHEREAS, the City of Ottumwa, Iowa desires to provide leadership communication training to our city leaders; and

WHEREAS, the City provided leadership training in FY2023 that received good feedback and had positive outcomes and:

WHEREAS, the City of Ottumwa has reviewed the "Leadership Communication to Improve Teamwork" submitted by David Harris and finds that approval of said proposal, would be in the best interest of the City and the employees of the City and;

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

Authorize the City Administrator to sign the contract associated with the said Leadership Communication to Improve Teamwork program allowing David Harris to administer the training starting in February 2024.

PASSED, ADOPTED and APPROVED this 19th day of September, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

LEADERSHIP COMMUNICATION to IMPROVE TEAMWORK



FIXED-PRICE PROPOSAL

PRODUCT / SERVICE: Deliver (Facilitate) Communication Training for up to twenty (20) City of Ottumwa Participants in one (1) session.

DELIVERABLES:

1. Facilitation: one (1) session each of six (6) each half-day (four-hour) modules as follows:

Session 1:

•	Leadership and Standards	27 Feb 2024 m
•	Explaining Ideas and Standards	27 Feb 2024pm
•	Providing Effective Constructive Feedback	28 Feb 2024am
•	Defusing Disruptive Emotional Behavior	28 Feb 2024 pm
•	Active Listening to Improve Communication	29 Feb 2024 am
•	Providing Effective Positive Recognition	29 Feb 2024 pm

NOTES:

- 1. Facilitation includes providing a Participant Guide (Workbook) for each of the above six (6) modules for each Participant.
- 2. In addition to the four-hours required facilitating each module, there is also a time commitment for daily one-hour room set-up before, and cleanup after, each day's facilitation. There is no cost / payment requirement for this additional set-up or cleanup time.
- 2. Training will be delivered at a site to be determined by the City of Ottumwa. The room will be conducive to the training with computer projection capability, a whiteboard, and a flipchart stand. The cost for any room rental will be borne by the City of Ottumwa.

DATE SERVICE REQUESTED/APPROVED: 11 September 2023

COST OF DELIVERY: The fixed-price cost for delivery of the above one (1) session of six (6) modules each for up to twenty (20) City of Ottumwa Participants will be \$7,000.00. This cost is predicated on the following three conditions:

- 1. Training for this session will be completed as outlined above.
- 2. All twenty (20) sets of workbooks for this session and other sessions requested by the City of Ottumwa will be printed at one time to take advantage of printing cost savings. This savings is passed onto, and incorporated into, the Cost of Delivery.
- 3. Workbooks must be ordered from the printer no later than 1 December 2023.

INVOICE SCHEDULE: Invoice for payment will be submitted upon completion of the last module of the session 29 February 2024.

Signature

INDIVIDUAL INVOICE AMOUNT: \$7,000.00
IRS Employer Identification Number: 86-2455091

INVOICE PAYABLE TO: David Harris
PO Box 927
Pompano Beach, FL 33062
(563) 343-2017
DAHTrainer@aol.com

APPROVAL:

Stephanie Romagnoli

Date

to IMPROVE TEAMWORK



FIXED-PRICE PROPOSAL – Follow-on Training – 21-22 May 2024, 22-23 July 2024, & 24-25 July 2024

PRODUCT / SERVICE: Deliver (Facilitate) Communication Training for up to forty-eight (48) City of Ottumwa Participants in allocated among three (3) separate sessions of sixteen (16) Participants in each session.

DELIVERABLES:

Facilitation: three (3) sessions each of two (2) each full-day (eight-hour) modules as follows:
 Session 1

 Review of Modules 1 - 10 Navigating Difficult Conversations 	21 May 2024 22 May 2024	
 Session 2 Review of Modules 1 - 10 Navigating Difficult Conversations 	22 Jul 2024 23 Jul 2024	
Session 3		

•	Review of Modules 1 - 10	24 Jul 2024
•	Navigating Difficult Conversations	25 Jul 2024
NI	OTES.	

NOTES:

- 1. Participants will use their ten module workbooks from the previous training.
- 2. Facilitation includes providing a Participant Guide (Workbook) for Navigating Difficult Conversations.
- 3. Navigating Difficult Conversations requires Participant homework and Role Playing. There are no exceptions for Participants from these two module requirements.
- 4. In addition to the eight hours required facilitating each module, there is also a time commitment for daily one-hour room set-up before, and cleanup after, each day's facilitation. There is no cost / payment requirement for this additional set-up or cleanup time.

2. Training will be delivered at a site to be determined by the City of Ottumwa. The room will be conducive to the training with computer projection capability, a whiteboard, and a flipchart stand. The cost for any room rental will be borne by the City of Ottumwa.

DATE SERVICE REQUESTED/APPROVED: 11 September 2023

COST OF DELIVERY: The fixed-price cost for delivery of the above three (3) sessions of two days of training for up forty-eight (48) Participants allocated among three (3) separate sessions of sixteen (16) Participants in each session will be \$15,250.00. This cost is predicated on the following three conditions:

1. Training for the session will be completed as outlined above.

INDIVIDUAL INVOICE AMOUNT:

- 2. All forty-eight (48) sets of workbooks for this session and other sessions requested by the City of Ottumwa will be printed at one time to take advantage of printing cost savings. This savings is passed onto, and incorporated into, the Cost of Delivery.
- 3. Workbooks must be ordered from the printer no later than 1 December 2023.

INVOICE SCHEDULE: Invoices for payment for the three separate sessions will be submitted upon completion of the last module the of each session – 22 May 2024, 23 July 2024, and 25 July 2024.

\$5,250.00 (22 May 2024) \$5,000.00 (23 July 2024)

	Signature	Date
Stephanie Romagnoli	Landa and the second	
APPROVAL:		
	PO Box 927 Pompano Beach, FL 33062 (563) 343-2017 DAHTrainer@aol.com	
INVOICE PAYABLE TO:	David Harris	
IRS	\$5,000.00 (25 July S Employer Identification Number	,

to IMPROVE TEAMWORK



FIXED-PRICE PROPOSAL

PRODUCT / SERVICE: Deliver (Facilitate) Communication Training for City of Ottumwa up to sixteen (16) City of Ottumwa Participants in one (1) session.

DELIVERABLES:

1. Facilitation: two sessions each of ten (10) each half-day (four-hour) modules as follows:

1104	aloc do follows:	
•	Leadership and Standards	21 Oct 2024 am
•	Explaining Ideas and Standards	21 Oct 2024 pm
•	Providing Effective Constructive Feedback	22 Oct 2024 am
•	Defusing Disruptive Emotional Behavior	22 Oct 2024 pm
•	Active Listening to Improve Communication	23 Oct 2024 am
•	Providing Effective Positive Recognition	23 Oct 2024 pm
•	Employee Orientation: Roles, Responsibilities and	
	Expectations	24 Oct 2024 am
•	Improving Meeting Outcomes	24 oct 2024 pm
•	Effective Conflict Resolution	25 Oct 2024 am
•	Effective Periodic Performance Discussions	25 Oct 2024 pm

NOTES:

- 1. Facilitation includes providing a Participant Guide (Workbook) for each of the above modules for each Participant.
- 2. In addition to the four-hours required facilitating each module, there is also a time commitment for daily one-hour room set-up before, and cleanup after, each day's facilitation. There is no cost / payment requirement for this additional set-up or cleanup time.
- 2. Training will be delivered at a site to be determined by the City of Ottumwa. The room will be conducive to the training with computer projection capability, a whiteboard, and a flipchart stand. The cost for any room rental will be borne by the City of Ottumwa.

DATE SERVICE REQUESTED: 11 September 2023

COST OF DELIVERY: The fixed-price cost for delivery of the one (1) session of ten (10) modules for up to sixteen (16)) City of Ottumwa Participants will be \$11,500.00. This cost is predicated on the following three conditions:

- 1. Training will be completed in accordance with the above schedule.
- 2. All sixteen (16) sets of workbooks for this session and other sessions requested by the City of Ottumwa will be printed at one time to take advantage of printing cost savings. This savings is passed onto, and incorporated into, the Cost of Delivery.
- 3. Workbooks must be ordered from the printer no later than 1 December 2023.

INVOICE SCHEDULE: An invoice for payment will be submitted upon completion of the last module on 25 October 2024.

INDIVIDUAL INVOICE AMOUNT: \$11,500.00
IRS Employer Identification Number: 86-2455091

INVOICE PAYABLE TO: David Harris
PO Box 927
Pompano Beach, FL 33062
(563) 343-2017
DAHTrainer@aol.com

APPROVAL:
Barb Codjoe

Date

Signature

Item No. I.-5.



CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of: September 19, 2023		
	Phillip Burgmeier Prepared By	
Engineering Department	Department Head	
City Administrator Approx	val	
AGENDA TITLE: Resolution 147-2023. Approving Purchase of equipment and services from Howden 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 147-2023.		
DISCUSSION: The WPCF Aeration Project will modify the existing blowers to better align		

DISCUSSION: The WPCF Aeration 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.

Howden Inc. manufactured the current blowers installed in 2007. The attached contract provides for Howden to retrofit new impellers, service the blowers, and integrate new sensors and valves into the control panel. Howden is the sole source provider for the above items. Another procurement contract is being prepared for needed valves and sensors that can be sourced from multiple manufacturers. These items are being procured by the city because the estimated lead times are 30-40 weeks from approval of the purchase agreement. It makes sense to let a construction contract later when the items are closer to being delivered.

This contract is for \$227,921. WPCF budgeted \$232,000 for the line items included under this contract and \$632,000 for the entire project. Including the \$80,102 engineering contract there is \$323,977 remaining in the budget for further procurement and construction of the improvements.

Source of Funds: Sewer Fund

Budgeted Item: Yes

Budget Amendment Needed: No

RESOLUTION NO. 147-2023

A RESOLUTION APPROVING THE PURCHASE OF EQUIPMEMT AND SERVICES FROM HOWDEN INC. FOR THE WPCF AERATION SYSTEM IMPROVEMENTS PROJECT

WHEREAS, This agreement will provide for the purchase of equipment and services from Howden, Inc. for the WPCF Aeration System Improvements Project and,

WHEREAS, Howden Inc. manufactured the current blowers installed in 2007. The contract provides for Howden to retrofit new impellers, service the blowers, and integrate new sensors and valves into the control panel. Howden is the sole source provider for the above items; and

WHEREAS, The contract is for \$227,921.

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

APPROVED, PASSED, AND ADOPTED, this 19th day of September, 2023.

CITY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk



September 13, 2023

Phillip Burgmeier, P.E. City Engineer City of Ottumwa 105 E. Third Street Ottumwa, IA 52501

RE:

Recommendation to Approve Procurement Contract for Howden

WPCF Aeration System Control Improvements

Dear Mr. Burgmeier:

On August 24, 2023, the City of Ottumwa, IA received a price proposal from Howden to furnish Goods and Special Services related to the Aeration System Control Improvements at the City's Water Pollution Control Facility (WPCF). Howden submitted detailed pricing for Base Bid work and Add Alternates 1 and 2. Following review of pricing of the items included in both the Base Bid and Add Alternate Bids, a recommendation was made to award a Procurement Contractor with Howden for the Base Bid Work and Add Alternate 1, but with the furnishing of the electric actuated valves, airflow sensors, and DO Analyzers not included in their Contract. These items do not include in Howden's Procurement Contract will be bid as separate materials and equipment procurement contracts.

The Agreement between the City of Ottumwa IA and Howden for Procurement of Goods and Special Services related to the WPCF Aeration System Control Improvements, signed by Howden is attached. The Goods and Special Services by Howden will generally include modifications of the existing aeration blowers and integration of additional instrumentation to be provided by others for the Vertical Loop Reactor (VLR) basins and primary clarifier pre-aeration basins. HDR recommends approval of the Agreement between the City of Ottumwa, IA and Howden.

If you have any questions, please do not hesitate to contact me at (605) 977-7760 or via email at kevin.newman@hdrinc.com

Sincerely,

HDR ENGINEERING, INC

Kevin F. Neuman

Kevin F. Newman, P.E.

Senior Process Engineer

Cc: Adam A. Smith, P.E. Project Manager – HDR Engineering, Inc.

hdrinc.com

AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

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AGREEMENT BETWEEN BUYER AND SELLER FOR PROCUREMENT CONTRACT

This Procurement Agreement is by and between City of Ottumwa, Iowa, 105 E. Third St. Ottumwa, IA 52501 ("Buyer") and Howden USA Company, 900 West Mount Street, Connersville, IN 47331 ("Seller").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 Goods and Special Services

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows:
 - 1. Base Bid Work to be performed under this Contract includes, but is not limited to:
 - a. 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 including I/O and PLC modifications to add the future meters and controls valves.
 - b. Modify both existing Turblex Blowers by replacing the impellers with smaller impellers to deliver lower airflow demands.
 - c. Manufacturer's Class I (40,000 hours) Servicing on the Turblex Blowers.
 - 2. Programming modifications to integrate the additional instrumentation and control valves for VLR Basins 3 and 4 into the existing SCADA and Master Control Panel, so airflow control to VLR Basins 3 and 4 can be adjusted automatically.

1.02 The Project

A. The Project, of which the Goods and Special Services are a part, is generally described as follows: City of Ottumwa, IA, WPCF Aeration System Control Improvements.

1.03 Engineer

A. Buyer has retained **HDR Engineering** ("Engineer"), to prepare Procurement Contract Documents and act as Buyer's representative. Engineer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.

1.04 Point of Destination

A. The Point of Destination is designated as: Water Pollution Control Facility Address: 2222 Emma St, Ottumwa, IA 52501.

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 Time of the Essence

A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

2.02 Schedule of Procurement Contract Times

A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings	10-18 Weeks	Delivery of Submittal after Mutually Agreed Purchase Agreement.
Deliver acceptable Goods to Point of Destination	TBD*	Delivery may be made in the 15- day period before delivery date
Commence Special Services for Goods	TBD*	If commencement is linked to delivery, "delivery" means date of Buyer's acknowledgment of receipt
Complete Special Services for Goods	TBD*	
Readiness for Final Inspection and Acceptance of Goods and Special Services	TBD*	

^{*}Delivery times for parts defined on attached Proposal HUSAAJYM.AFM.001408/A. Parts will be ordered after approved Submittal received by Howden-Turblex. Delivery Time TBD after Submittal Approval and Parts order.

2.03 Shop Drawings and Samples

- A. Submittal of Shop Drawings and Samples: Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. Engineer's Review: It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 10 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.

2.04 Liquidated Damages

A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the

delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$450.00 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods. (Howden-Turblex Liquidated Damages shall be limited to and shall not exceed 4.7% of Total Howden-Turblex Order Value.)

ARTICLE 3—PROCUREMENT CONTRACT PRICE

- 3.01 Procurement Contract Price and Total Price: \$227,921 Based on Attached Bid as edited.
 - A. For furnishing the Goods and Special Services in accordance with the Procurement Contract Documents, Buyer shall pay Seller the prices stated in Seller's Bid, attached hereto as an exhibit

ARTICLE 4—PAYMENT PROCEDURES

- 4.01 Submittal and Processing of Applications for Payment
 - A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.
- 4.02 Progress Payments; Final Payment
 - A. Seller may submit an Application for Payment requesting the stated percentage of the Materials and Equipment Cost associated with the Procurement Contract Price upon attainment of each of the following Payment Line Items:

		Percentage of
	Payment Line Item (Materials and Equipment)	Materials and
		Equipment Cost
1.	Issuance of Submittal Drawings	20
2.	Purchase of Materials	40
3.	With Shipment of Materials	30
4.	Commission holdback, not to exceed 90 days from delivery	10
Total Materials and Equipment Price		100

- B. Buyer shall pay Seller for Special Services when Special Services are completed in accordance with Procurement Contract Documents.
- C. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 Interest

A. All amounts not paid when due will bear interest at the statutory rate.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT

5.01 Assignment of Contract

- A. Buyer has the right to assign this Procurement Contract for furnishing Goods and Special Services, but only to a person or entity with sufficient apparent ability to satisfy all of Buyer's obligations under this Procurement Contract, and Seller hereby consents to such assignment. Forms documenting the assignment of the Procurement Contract, and consent of Seller's surety to the assignment, have been executed by Buyer, Seller, and Seller's surety, and are attached as exhibits to this Procurement Agreement. If so, assigned the following provisions apply:
 - 1. The Procurement Contract is initially executed in the name of the entity identified herein as Buyer, and will be assigned by such Buyer (as assignor) to a construction contractor (Contractor/Assignee) designated by such Buyer. The assignment will occur on the effective date of the construction contract between such Buyer (Project Owner) and the Contractor/Assignee, which is expected to occur on or about **December 31**, 2023. Commencing on the date of acceptance of assignment by the Contractor/Assignee, all references in the Procurement Contract to "Buyer" shall mean the designated Contractor/Assignee.
 - 2. The assignment of this Procurement Contract relieves the assignor from all further obligations and liabilities under this Procurement Contract. After assignment, Seller shall become a subcontractor or supplier to the Contractor/Assignee and, except as noted herein, all rights, duties, and obligations of Buyer under the Procurement Contract become the rights, duties, and obligations of the Contractor/Assignee.

3. After assignment:

- a. The Procurement Drawings and Procurement Specifications, and any modifying Addenda will become "Contract Documents" under the construction contract.
- b. If the Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, are duly modified under such construction contract, then Seller and Contractor/Assignee shall enter into a corresponding Change Order under the applicable provisions of this Procurement Contract.
- c. The Procurement Drawings and Procurement Specifications may not be modified by Seller or Contractor/Assignee, singly or in tandem, except as such Procurement Drawings or Procurement Specifications, as "Contract Documents" under the construction contract, have been duly modified under such construction contract.
- d. All performance warranties, guarantees, and indemnifications required by the Procurement Contract will continue to run for the benefit of assignor (Project Owner) and, in addition, for the benefit of the Contractor/Assignee. However, if assignor (Project Owner) and Contractor/Assignee make the same warranty or guarantee claim, then Seller shall only be liable once for such claim. Other than its remedies under such warranties, guarantees, and indemnifications, assignor will not retain direct rights under this Procurement Contract, but will have rights and remedies as a party to the construction contract, whose scope of work will encompass the Procurement Drawings, Procurement Specifications, and modifying

Addenda; provided, however, that any limitations on Seller's liability in this Procurement Contract will continue to bind the original Buyer (assignor) after assignment.

- e. The Contractor/Assignee shall have all the rights of the Buyer under the Performance Bond and Payment Bond.
- f. Seller shall submit all Applications for Payment directly to Contractor/Assignee.
 - Contractor/Assignee shall review each Application for Payment promptly, determine the amount that Contractor/Assignee approves for payment, and then include the amount approved in the next application for payment submitted to Project Owner (or Engineer) under the construction contract.
 - 2) Contractor/Assignee shall pay Seller within **30** days of receipt of payment from the Project Owner under the construction contract.
 - 3) After assignment Engineer will review, approve, or deny the content of Applications for Payment under the Procurement Contract only to the extent that Contractor/Assignee, as construction contractor, has incorporated such content into payment applications that Engineer reviews under the construction contract.
- g. The Contractor/Assignee shall have all the rights of the Buyer under any pending Claim by Buyer.
- h. All Claims and supporting documentation will be submitted directly by the claimant party (either Buyer or Seller), to the other party, without submittal to Engineer.
 - 1) The other party will render a response in writing within 30 days of receipt of the last submittal of claimant.
 - 2) If the other party does not render a written response to a Claim within 30 days after receipt of the last submittal of the claimant, the other party shall be deemed to have approved the Claim in its entirety.
 - The other party's written response to a Claim, or the approval of the Claim in its entirety as a function of failure to respond within 30 days, will be final and binding upon Buyer and Seller 30 days after it is issued, unless within such 30 days of issuance either Buyer or Seller appeals the result by initiating the mediation of the Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02 of the General Conditions.
 - 4) Any Claim by Seller that Contractor/Assignee may choose to submit, present, or forward to Project Owner must be submitted to Buyer within sufficient time for Contractor/Assignee to preserve its rights under the construction contract, notwithstanding any procedures or time limits in this Procurement Contract.
- i. Seller's recovery of additional cost, time, or both cost and time for any Claim attributable to the Project Owner will be limited to the proportionate recovery by Contractor/Assignee against Project Owner for such Claim. Seller will cooperate and assist Contractor/Assignee in pursuing any Claim by Contractor/Assignee against Project Owner on behalf of Seller, including the timely preparation and delivery of supporting documentation.

- j. If the pursuit of any claim by Contractor/Assignee against Project Owner on Seller's behalf requires the expenditure by Contractor/Assignee of legal or consulting fees, or results in litigation, arbitration, or any dispute resolution procedures, Seller agrees to pay for a proportionate share of attorneys' fees, consultant fees, and litigation, arbitration, and other resolution costs incurred by Contractor/Assignee in pursuing the claim on behalf of Seller, based upon the amount claimed by Seller as compared to the total value of the claim pursued by the Contractor/Assignee.
- k. All rights, duties, and obligations of Engineer to Contractor/Assignee and Seller under this Procurement Contract will cease.
- Subject to the foregoing provisions, all references in the Procurement Contract to submitting items to Engineer, or to Engineer having tasks or obligations, will be read after such an assignment as requiring submittal to Contractor/Assignee, or as Contractor/Assignee having such tasks or obligations (which Contractor/Assignee may delegate when appropriate).
- m. If the Procurement Contract includes a Buyer's Contingency Allowance, upon assignment such allowance will be automatically reduced to the amount previously authorized by Buyer (Project Owner), and cease to be operational.
- B. No other assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

- 6.01 List of Procurement Contract Documents
 - A. The Procurement Contract Documents consist of the following:
 - 1. This Procurement Agreement.
 - 2. General Conditions of the Procurement Contract.
 - 3. Supplementary Conditions of the Procurement Contract.
 - 4. Procurement Specifications as listed in the Procurement Specifications table of contents as listed in the Project Manual.
 - 5. Drawings (not attached but incorporated by reference):
 - consisting of a cover sheet and sheets numbered 00G00 through 00Y601, inclusive, with each sheet bearing the following general title: City of Ottumwa, Iowa, Water Pollution Control Facility (WPCF). Aeration System Control Improvements
 - 6. Addenda Numbers <u>1</u> to <u>2</u> inclusive.
 - 7. Exhibits to this Procurement Agreement (enumerated as follows):

- Exhibit A, Assignment of Contract, Consent to Assignment, and Acceptance of Assignment.
- b. Exhibit B, Surety's Consent to Assignment.
- c. Documentation submitted by Seller; and
- d. Howden's Bid Form for Procurement Contract (ADD #2) and Bid Proposal Documents.
- 8. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 Seller's Representations

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
 - 1. Seller has examined and carefully studied the Procurement Contract Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 - 3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - 4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
 - Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.

- 6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
- 7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 Seller's Certifications

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 - "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.

ARTICLE 8—RESERVED

ARTICLE 9—MUTUAL WAIVER

9.01 Mutual Waiver of Consequential Damages

A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification, (b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

IN WITNESS WHEREOF, Buyer and Seller have signed this Procurement Agreement. Counterparts have been delivered to Buyer and Seller.

The Effective Date of the Procurement Contract is **September 19, 2023**.

Buyer City of Ottumwa, Iowa	Howden USA Campany
By: (individual's signature)	By: Commission Expires Dec 15, 2025
Date: September 19, 2023 (date signed)	Date: No September 8083
Name: Richard W. Johnson (typed or printed)	Name:
Title: Mayor (typed or printed)	Title: (typed or proted)
Attest: City Clerk (typed or printed) Address for giving notices:	(If Seller is a corporation, a partnership, or a joint venture, attach evidence of authority to sign) Attest: Peresh Peres (typed or printed) Address for giving notices:
Designated Representative:	Designated Representative:
Name:(typed or printed)	Name: (typed or printed)
Title:(typed or printed) Address:	Títle: (typed or printed) Address:
Phone:	Phone:
Email: (If Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of authority to sign and resolution or other documents	Email:

authorizing execution of this Agreement.)

EXHIBIT A—ASSIGNMENT OF PROCUREMENT CONTRACT, CONSENT TO ASSIGNMENT, AND ACCEPTANCE OF ASSIGNMENT

This assignment will be effective on the effective date of the construction contract between Buyer (as "Owner") and Contractor/Assignee (as "Contractor").

The Procurement Contract between City of Ottumwa, Iowa, 105 E. Third St. Ottumwa, IA 52501 ("Buyer") and Howden USA Company, 900 West Mount Street, Connersville, IN 47331 ("Seller") for furnishing Goods and Special Services entitled City of Ottumwa, IA, WPCF Aeration System Control Improvements, Blowers, Control Valves, and Instrumentation Procurement (Procurement Contract) is hereby assigned, transferred, and set over to Contractor/Assignee, as assignee, by Buyer, as assignor. Upon assignment the Contractor/Assignee shall have the duties, rights, and obligations of Buyer under the terms of the Procurement Contract, and will be responsible to Owner under the construction contract for the performance of obligations by Seller, which will become a Subcontractor or Supplier to Contractor/Assignee. Buyer, Seller, and Contractor/Assignee hereby acknowledge and agree to be bound by the terms and conditions of assignment set forth in Article 5 of the Agreement Between Buyer and Seller for Procurement Contract.

Assignment Made by Buyer

	e of organization)			
By:	Date:			
(individual's signature)		(date signed)		
Name:	Title:			
(typed or printed)		(typed or printed)		
f Buyer is a corporation, attach evidence of authority to sign. If Buyer is a public body, attach evidence of				
authority to sign and resolution or other documents author	uthority to sign and resolution or other documents authorizing execution of Buyer-Seller Agreement.			
Assignment Acknowledged and Accepted by Seller				
(typed or printed name	e of organization)			
	Date:			
By:(individual's signature)	Date.	(date signed)		
	T'	(date signea)		
Name:	Title:	(typed or printed)		
(typed or printed)		(typed of printed)		
(typed or printed) If Seller is a corporation, attach evidence of authority to sig	n.	(typed of printed)		
If Seller is a corporation, attach evidence of authority to sig	n.	(typed of printed)		
	n.	(typed of printed)		
If Seller is a corporation, attach evidence of authority to sig	-	(турей от рттеси)		
If Seller is a corporation, attach evidence of authority to sig Assignment Accepted by Contractor/Assignee (typed or printed name)	e of organization)	(typed of printed)		
If Seller is a corporation, attach evidence of authority to sig Assignment Accepted by Contractor/Assignee (typed or printed nam By:	-			
Assignment Accepted by Contractor/Assignee (typed or printed name) (individual's signature)	e of organization) Date:	(date signed)		
If Seller is a corporation, attach evidence of authority to sig Assignment Accepted by Contractor/Assignee (typed or printed nam By:	e of organization)			

EXHIBIT B—SURETY'S CONSENT TO ASSIGNMENT

Surety hereby acknowledges, agrees, and consents	that the Procurement Contract for furnishing Goods
and Special Services entitled City of Ottumwa, I	A, WPCF Aeration System Control Improvements,
	ocurement by and between City of Ottumwa, Iowa
	e assigned, transferred, and set over to
("Contractor/Assign	nee"), in accordance with Article 5 and Exhibit A of the
Agreement between Buyer and Seller for Procureme	
	Procurement Contract, the Contractor/Assignee shall ment Performance Bond and Procurement Payment repted by Surety
(typed or printed n	ame of organization)
Ву:	Date:
(individual's signature)	(date signed)
Name:	Title:
(typed or printed)	(typed or printed)
Attach Power of Attorney.	

BID FORM FOR PROCUREMENT CONTRACT (ADD #2)

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BID FORM FOR PROCUREMENT CONTRACT (ADD #2)

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

ARTICLE 1—BUYER AND BIDDER

1.01 This Bid is submitted to:

City of Ottumwa, Iowa City Hall 105 E. Third St. Ottumwa, IA 52501

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Procurement Contract with Buyer in the form included in the Procurement Bidding Documents, and to furnish the Goods and Special Services as specified or indicated in the Procurement Bidding Documents, for the prices and within the times indicated in this Bid, and in accordance with the other terms and conditions of the Procurement Bidding Documents.

ARTICLE 2—BASIS OF BID

- 2.01 Lump Sum Base Bid with Alternate Bid
 - A. Bidder will furnish the Goods and Special Services in accordance with the Procurement Contract Documents for the following Procurement Contract Price(s):
 - 1. Lump Sum Bid Price (Base Bid and Alternates)

 \$156,803

 Lump Sum Bid Price for Base Bid (Note: Installation and wiring of valves and Mass Flow Meters By Others.)

 #1-20 and #24

 \$338,079 (Items #1-24 on attached HUSAAJYM.AFM.001408/A Proposal)
 Plus \$43,000 (Item #1 on attached HUSAJYM.AFM.001407/A Proposal)

Add Alternate Bid

Bidders are notified that supply of add alternate Goods and Special Services will be considered as identified below. It is mandatory that the Add Alternative Bid be completed. If any bidder does not complete the Add Alternate Bid, then their lump sum base bid will not be considered.

It is understood that the Owner retains the right to include or not include the Add Alternates Bid.

Add Alternate #1 Bid – Supply of Goods and Special Services related to mass airflow sensors, electric modulating butterfly valves, and dissolved oxygen sensors and analyzers for VLR Basins 3 and 4, including	\$153,738 (Items #25-27 on attached HUSAAJYM.AFM.001408/A
programming modifications, and integration as specified. (Note: Installation and wiring of valves and Mass Flow Meters By Others.)	Plus \$28,118 (Item #2 on attached HUSAJYM.AFM.001407/A Proposal)
Total of Base Bid Plus Add Alternate #1 Bid	<u>\$560,935</u> \$227,921

Add Alternate #2 Bid – Upgrade Local Blower Control Panels AND EXISTING MCP PANEL with new I/O, PLC, and HMI.	\$105,350(Items #28-29 on attached HUSAAYM.AFM.001408/A Proposal) Plus \$84,354 (Item #3 on attached HUSAJYM.AFM.001407/A Proposal)
Total Base Bid Plus Add Alternates #1 and #2 Bid	\$750,639

ARTICLE 3—TIME OF COMPLETION

3.01 Bidder agrees to the furnishing of Goods and Special Services in accordance with the Procurement Contract Documents for the following Proposed Times set forth below (Bidder to fill in proposed date or days):

Milestone	Date or Days	Notes
Submit Shop Drawings	10-18 Weeks	Delivery of Submittal after Mutually Agreed Purchase Agreement.
Deliver acceptable Goods to Point of Destination	TBD*	Delivery may be made in the 15- day period before delivery date
Commence Special Services for Goods	TBD*	If commencement is linked to delivery, "delivery" means date of Buyer's acknowledgment of receipt
Complete Special Services for Goods	TBD*	
Readiness for Final Inspection and Acceptance of Goods and Special Services	TBD*	

- *Delivery times for parts defined on attached Proposal HUSAAJYM.AFM.001408/A. Parts will be ordered after approved Submittal received by Howden-Turblex. Delivery Time TBD after Submittal Approval and Parts order.
- 3.02 Bidder accepts the provisions of the Procurement Agreement as to liquidated damages. (Howden-Turblex Liquidated Damages shall be limited to and shall not exceed 4.7% of Total Howden-Turblex Order Value.)

ARTICLE 4—ATTACHMENTS TO THIS BID

- 4.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form prescribed in the Instructions to Bidders. (Attached)
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids. *
 - C. Equipment Data Sheets. *
 - D. Required Bidder Qualification Statement with supporting data. *
 - *Items B,C,D shall be supplied with Submittals or at time of Need. Also, attached Proposals HUSAAJYM.AFM.001408/A and HUSAJYM.AFM.001407/A.

ARTICLE 5—BIDDER'S ACKNOWLEDGMENTS

- 5.01 Bidder accepts all terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period that Bidder may agree to in writing upon request of Buyer. (NOTE: Terms and Conditions shall be mutually agreed on or after issuance of order to Howden USA Company.)
- 5.02 Bidder has examined and carefully studied the Procurement Bidding Documents, the related data identified in the Procurement Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
#1	18 August 2023
#2	22 August 2023

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
 - A. In submitting this Bid, Bidder represents that:
 - 1. Bidder has examined and carefully studied the Procurement Contract Documents.
 - 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Bidder's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Bidder has visited the Point of Destination and site where the Goods are to be installed or Special Services will be

- provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
- 3. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.
- 4. Bidder has carefully studied, considered, and correlated the information known to Bidder with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
- 5. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Bidder.
- 6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
- 7. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bidding Requirements, that without exception the Bid (including all Bid prices) is premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

6.02 Bidder's Certifications

A. Bidder certifies that:

- This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- 3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Procurement Contract. For the purposes of this Paragraph 6.02.A.4:
 - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Buyer, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 - c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process.



Web: www.howden.com

From:

Calvin Kelly

Direct Tel:

+14173805699

Email:

Calvin.Kelly@howden.com

Your Sales Contact:

David Roskowic - David.Roskowic@howden.com

To:

Ref:

City of Ottumwa, IA; Kevin Newman

Date:

08/17/2023

Company:

City of Ottumwa, IA; HDR Engineering, Inc.
Water Pollution Control Facility - Ottumwa,IA

Page No:

Page 1 of 4

Quote No:

HUSAJYM.AFM.001407/A

Regarding:

SITE 332 OTTUMWA WPCF KA10SV-GK200

Thank you for your enquiry submitted to Howden Aftermarket.

We are happy to present below quotation for Howden Service & Supervision:

!!! Please carefully review PAYMENT & DELIVERY TERMS that apply to this proposal.

As we look forward to receiving and shipping your order, agreement on terms is important to secure quick and timely processing of your order.

Line	Part No.	Product Description	Delivery time	Qty	Unit Price USD	Total Item USD
2		HOWDEN TO PROVIDE CLASS I SERVICE WITH HIGH SPEED SHAFT BEARING REPLACEMENT, CONTOUR RING, IMPELLER REPLACEMENT AND FITTING OF NEW VD BLADES REQUIRING MACHINE SHOP MILLING ON (2) KA10SV-GK200 BLOWERS SN 7606, 7607 HOWDEN TO PROVIDE PROGRAMMING MODIFICATIONS TO INTEGRATE ADDITIONAL INSTRUMENTATION AND CONTROL VALVES TO VLR BASIN 3 AND 4 INTO EXISTING MCP. SCADA INTEGRATION BY OTHERS.	TBD	1.00	43,000.00 28,118.00	43,000.00 28,118.00
	3	HOWDEN TO PROVIDE INSTALLATION OF NEW PANEL HARDWARE DESCRIBED IN ATTACHED QUOTE: HUSAAJYM.AFM.001408/A WITH OPERATION CHECK OF ONE DAY.	TBD	1.00	84,354.00	84 ,35 4.00

Quote Contains Estimated Time, Expenses & Toolbox Fee for above Services. Parts are Priced Separately and are listed below.

Item 1: (2) 10-hour Travel Days; (10) 10-hour Work Day(s) (Mon-Fri); (2) 8-hour Work Day(s) (Sat); (2) 8-hour Standby Day(s) (Sun)

Item 2: (1) 10-hour Travel Days; (5) 10-hour Work Day(s) (Mon-Fri); (1) 8-hour Work Day(s) (Sat); (1) 8-hour Standby Day(s) (Sun)

Item 3:(3) 10-hour Travel Days; (15) 10-hour Work Day(s) (Mon-Fri); (3) 8-hour Work Day(s) (Sat); (3) 8-hour Standby Day(s) (Sun)

Additional Travel Days shall be charged at Standard Howden Rates.

Contact:Kevin.Newman 605.214.4955 Kevin.Newman@hdrinc.com

Total

43,000.00*

* Total here is for Base Bid Item #1. Items #2, #3 are Add Alternates at the discretion of Ottumwa and HDR.

Any estimates of delivery dates are based on our current backlog of orders and may therefore differ from the achievable delivery dates at the time of the actual order being placed. Howden will seek to consolidate shipments as much as possible.

We ask that you clearly state on your Purchase order, if and when partial delivery is desired.

Price and estimated delivery schedule is based upon material price and availability and factory loading at the time of the proposal, and may be subject to adjustment at the time of order placement and acknowledgement.

For any Service & Supervision offered, an estimation was calculated using current rate sheet as a guide. Cost is approximate and a final invoiced amount will present actual cost based on actual hours as required/requested by site personnel.

Typically, our service advisors will travel with diagnostic equipment only and will advise a mechanic/millwright with tools.

Howden standard inspection, packaging and documentation apply to content of this proposal, unless specified above. Additional requirements will be quoted upon request.

For Service & Supervision – additional Labor charge may apply to base rate, overtime rate and double time rate depending on actual hours on workday(s), weekend(s) and Howden locally observed holiday(s).

Howden will supply equipment from Howden workshops/manufacturing sites and via Howden Supply chain approved suppliers sourced worldwide, optimized to give our customers the best value option.

Non Inventory parts are non returnable; returned inventory parts are subject to restocking fee, and will not be accepted without agreement with Howden.

In the event an account has an overdue balance with Howden, Howden reserves the right to hold shipment until payments are received, and the account is current.

Terms and Conditions:

This offer is made expressly subject to and conditioned upon acceptance of Seller's Standard Terms for Sale of Goods (available at: www.Howden.Com/Terms). Unless otherwise negotiated and agreed to by Seller in writing, no other terms shall apply regardless of any statement on Buyer's documents to the contrary.

Purchase Order Submission:

A purchase order or a letter of acceptance is required as written notification of acceptance of this Proposal. Please ensure that your purchase order clearly states the Proposal number and is issued to:

Howden USA Company

Emailed to: Orderdesk.USA@Howden.com

Howden minimum order value is \$500.

For any failure to pick up or direct shipment of goods within 10 Business days after written notice of availability, Howden will invoice a storage fee of \$500 per week for the duration of the storage.

For Prepay and Charge Orders, there will be a 10% charge of the net selling price applied to the order to cover the standard transportation and handling expenses to the first North American or Canadian destination.

This will be added as a separate item or an invoice will be issued separately to the Buyer. This does not apply to overseas or expedited shipments. In addition, any expenses incurred by Seller because of special delivery arrangements requested by Buyer shall be billed to Buyer. Howden does

not provide copies of freight invoices.

For Credit Card Payments a 2% surcharge will be added onto orders over \$3,000 when a credit card is the method of payment. The order value, including the surcharge, will be payable at the time of order placement and shall not be accepted at any point hereafter. Please note that your purchase order is still required as part of the new policy.

Delivery Terms:

INCOTERMS 2020 EX Works - Origin

Seller is responsible for having the goods packed and made available at the Sellers's premises. The Buyer bears the full risk and cost from there to the destination, including the loading of the

cargo.

Payment Terms:

Payment Terms are Net 30 days from invoice date: Invoice will be issued for the full amount upon

receipt of Order.

Warranty:

Twelve (12) months from installation or eighteen (18) months after date of shipment, which

ever occurs first.

Price Validity:

This proposal expires in 15 days

General:

This Proposal and acceptance of any Purchase Order is subject to credit approval from Coface.

Pricing does not include Federal, State or Export taxes or duties.

In order to schedule a Service or Supervision to your site, your acknowledgement requesting the dispatch of a Service or Supervision technician and a copy of an approved purchase order is

required.

Please note that in case the Steel Price Index changes more than +/- 3% from the time of the proposal to the time of receiving the Purchase Order from Buyer, Howden reserves the right to

adjust the price accordingly.

Upon submittal of orders to Howden, Buyer acknowledges its name will be added to a confidential list of customers that purchased Howden product(s), and agrees that from time to time, Seller, in its discretion, may provide its name as a reference for these products to new customers or to contractors to demonstrate where these products have been sold.

Howden is ISO 9001:2015 Certified.

Regards,

Calvin Kelly

Howden Aftermarket



See how Howden can help you minimise unplanned downtime and maximise efficiencies in your equipment through our Uptime solution.

Tap into remote assistance:

Augmented Reality live annotation technology with real-time communications to connect remote product experts to on-site field technicians.



Aftermarket Proposal



Web: www.howden.com

From:

Jessica Forbus

Direct Tel:

417-380-5756

Email:

Jessica.Forbus@howden.com

Your Sales Contact:

David Roskowic - David.Roskowic@howden.com

To:

Ref:

City of Ottumwa, IA; Kevin Newman

Date:

08/22/2023

Company:

City of Ottumwa, IA; HDR Engineering, Inc.

Page No:

Page 1 of 9

Quote No:

Water Pollution Control Facility - Ottumwa, IA

HUSAJYM.AFM.001408/A

Regarding: WPCF Aeration System Control Improvements Procurement 24 August 2023

Thank you for your enquiry submitted to Howden Aftermarket.

We are happy to present below quotation for Howden Retrofit Solution, based upon your requirements for improved ratings of your equipment:

Howden COVID disclaimer:

Any delays or additional cost, including but not limited to COVID site specific requirements, testing, travel circumstances, or delays caused by overall Supply Chain challenges, are not included.

Additional charges related to Service & Supervision will be invoiced at the rates indicated on the rate sheet.

!!! Please carefully review PAYMENT & DELIVERY TERMS that apply to this proposal.

As we look forward to receiving and shipping your order, agreement on terms is important to secure quick and timely processing of your order.

Line	Part No.	Product Description	Delivery time	Qty	Unit Price USD	Total Item USD
1	KA10R0004	Rotor complete	21 Week(s)	2.00	41,476.00	82,952.00
		Drw.ltem R400 already balanced and assembled				
2	9331013600	Contour ring with inner volute casing Drw.Item H505	21 Week(s)	2.00	17,940.00	35,880.00
3	H-INV	PRC4 data update required for new rotor and contour ring	21 Week(s)	1.00	3,371.00	3,371.00
4	Spec	MCP Modifications per Bid	14 Week(s)	1.00	13,370.00	13,370.00

Please note this for the changes to the MCP per the bid document. We would highly recommend that the site upgrades their MCP / LCPs to the current latest standard PLC / HMIs (CompactLogix). The existing PLC / HMIs are older and obsolete. We have offered the current PLC / HMI standards as alternate. Engineering Documents for customer information will be in 10-12 weeks after acceptance of the order by Howden.

			y Howden.	10-12 weeks after acceptance of the order		
546.00	273.00	2.00	9 Week(s)	Ball bearing Drw.ltem T103	5 GK200T018	5
546.00	273.00	2.00	9 Week(s)	Ball bearing Drw.ltem T106	6 GK200T018	6
5,746.00	2,873.00	2.00	9 Week(s)	Ball bearing Drw.ltem T208	7 GK200T0028	7
5,746.00	2,873.00	2.00	9 Week(s)	Ball bearing Drw.ltem T210	3 GK200T0028	8
354.00	177.00	2.00	9 Week(s)	O-ring Drw.ltem D119	9 89412860	9
16.00	8.00	2.00	9 Week(s)	O-ring Drw.ltem D241	89027262UZ	10
76.00	19.00	4.00	9 Week(s)	O-ring Drw.ltem H110	N17V3020	11
296.00	148.00	2.00	9 Week(s)	O-ring Drw.ltem H194	N17V6440	12
164.00	82.00	2.00	9 Week(s)	O-ring Drw.ltem H503	N17L57350	13
128.00	32.00	4.00	9 Week(s)	O-ring Drw.ltem T112	00080344826UZ	14
44.00	22.00	2.00	9 Week(s)	O-ring Drw.Item T246	N17V3110	15
164.00	41.00	4.00	9 Week(s)	O-ring Drw.ltem T248	00080344869UZ	16
152.00	38.00	4.00	9 Week(s)	O-ring Drw.ltem T280	00080344869UZ	17
272.00	8.00	34.00	9 Week(s)	Hexagon socket head cap screw Drw.ltem D118	N61T05030UZ	18
52.00	13.00	4.00	9 Week(s)	O-ring Drw.ltem H907	00080345122	19
1,096.00	1,096.00	1.00	3 Week(s)	Cleaning Kit A	300031	20

8" Butterfly Valve with electric actuator	23 Week(s)	2.00	33,841.00	67,682.00
	6 SS disc, SS s	haft, SS PTFE	bearings, PTFE	
	anual override h	andwheel		
10" Butterfly Valve with electric actuator	23 Week(s)	1.00	39,264.00	39,264.00
valve: lugged, 316 SS Body, PTFE packing, 31 seat	6 SS dise, SS s	haft, SS PTFE	bearings, PTFE	
actuator: open/close, 480V, manual override ha	andwheel			
Thermal Mass Air Flowmeters per specs	8 Week(s)	3.00	24,110.00	72,330.00
Ronds	32 Week(s)	1.00	5.832.00	5,832.00
	,		-,	-,
Estimated cost. Final cost is determined by line	ai seii price.			
DO Sensors and Analyzer	7 Week(s)	2.00	18,918.00	37,836.00
Alternate; will not include electrical and control	wiring for DO in	strumentation		
Thermal Mass Air Flowmeters per specs	8 Week(s)	3.00	24,110.00	48,220.00
Alternate; will not include electrical and control	wiring for mass	air sensors		
8" Butterfly Valve with electric actuator	23 Week(s)	2.00	33,841.00	67,682.00
valve: lugged, 316 SS Body, PTFE packing, 31	[6 SS disc, SS s	shaft, SS PTFE	bearings, PTFE	
seat				
actuator: modulating, 480V, 4-20mA In/Out, ma	anual override h	andwheel		
Alternate; will not include electrical and control	wiring for butte	rfly valves		
Alternate to Upgrade LCPs(2) to Current	32 Week(s)	2.00	33,280.00	66,560.00
	valve: lugged, 316 SS Body, PTFE packing, 31 seat actuator: modulating, 480V, 4-20mA In/Out, ma 10" Butterfly Valve with electric actuator valve: lugged, 316 SS Body, PTFE packing, 31 seat actuator: open/close, 480V, manual override has actuator: open/close, 480V, manual override has actuator: open/close, 480V, manual override has body actuator. DO Sensors and Analyzer Alternate; will not include electrical and control Thermal Mass Air Flowmeters per specs Alternate; will not include electrical and control 8" Butterfly Valve with electric actuator valve: lugged, 316 SS Body, PTFE packing, 32 seat actuator: modulating, 480V, 4-20mA In/Out, manual control modulating, 480V, 4-20mA In/Out, manual	seat actuator: modulating, 480V, 4-20mA In/Out, manual override h 10" Butterfly Valve with electric actuator 23 Week(s) valve: lugged, 316 SS Body, PTFE packing, 316 SS dise, SS s seat actuator: open/close, 480V, manual override handwheel Thermal Mass Air Flowmeters per specs 8 Week(s) Bonds 32 Week(s) Estimated cost. Final cost is determined by final sell price. DO Sensors and Analyzer 7 Week(s) Alternate; will not include electrical and control wiring for DO in Thermal Mass Air Flowmeters per specs 8 Week(s) Alternate; will not include electrical and control wiring for mass 8" Butterfly Valve with electric actuator 23 Week(s) valve: lugged, 316 SS Body, PTFE packing, 316 SS disc, SS s seat actuator: modulating, 480V, 4-20mA In/Out, manual override h	walve: lugged, 316 SS Body, PTFE packing, 316 SS disc, SS shaft, SS PTFE seat actuator: modulating, 480V, 4-20mA In/Out, manual override handwheel 10" Butterfly Valve with electric actuator 23 Week(s) 1.00 valve: lugged, 316 SS Body, PTFE packing, 316 SS disc, SS shaft, SS PTFE seat actuator: open/close, 480V, manual override handwheel Thermal Mass Air Flowmeters per specs 8 Week(s) 3.00 Bonds 32 Week(s) 1.00 Estimated cost. Final cost is determined by final sell price. DO Sensors and Analyzer 7 Week(s) 2.00 Alternate; will not include electrical and control wiring for DO instrumentation Thermal Mass Air Flowmeters per specs 8 Week(s) 2.00 Alternate; will not include electrical and control wiring for mass air sensors 8" Butterfly Valve with electric actuator 23 Week(s) 2.00 valve: lugged, 316 SS Body PTFE packing, 316 SS disc, SS shaft, SS PTFE	valve: lugged, 316 SS Body, PTFE packing, 316 SS disc, SS shaft, SS PTFE bearings, PTFE seat actuator: modulating, 480V, 4-20mA In/Out, manual override handwheel 10" Butterfly Valve with electric actuator 23 Week(s) 1.00 39,264.00 valve: lugged, 316 SS Body, PTFE packing, 316 SS disc, SS shaft, SS PTFE bearings, PTFE seat actuator: open/close, 480V, manual override handwheel Thermal Mass Air Flowmeters per specs 8 Week(s) 3.00 24,110.00 Bonds 32 Week(s) 1.00 5,832.00 Estimated cost. Final cost is determined by final sell price. DO Sensors and Analyzer 7 Week(s) 2.00 18,918.00 Alternate; will not include electrical and control wiring for DO instrumentation Thermal Mass Air Flowmeters per specs 8 Week(s) 2.00 24,110.00 Alternate; will not include electrical and control wiring for mass air sensors 8" Butterfly Valve with electric actuator 23 Week(s) 2.00 33,841.00 valve: lugged, 316 SS Body, PFFE packing, 316 SS disc, SS shaft, SS PTFE bearings, PTFE seat actuator: modulating, 480V, 4-20mA In/Out, manual override handwheel

Howden is pleased to offer the following proposal for upgrading the blower control systems on the Howden (Turblex) compressors installed at Ottumwa (Model KA10-SV-GK200, S/N: 7606-07). Howden recommends upgrading the Local Control Panels (LCP) and Master Control Panel (MCP) to our latest control standards for continued blower operation performance.

This proposal is based on the panel wiring diagrams from the original project (3796T) performed by Howden. This proposal assumes all other instruments and process equipment integrated with the control panels are in good operating condition.

For firm quotations, please provide pictures of the inside & outside of the panel enclosure, and a picture of the operational transmitter display located on the HMI.

Please notify Howden of any past or future changes that may have occurred regarding electrical components, process changes, system upgrades, etc...

We look forward to our continued relationship and are pleased to offer this quotation for your consideration.

Control Upgrades to the Local Control Panels (LCP)

Programmable Logic Controller (PLC):

Quantity (2) upgrading existing Allen-Bradley SLC 5/04 PLC to Allen-Bradley CompactLogix PLC includes: digital and analog I/O, RTD cards as required, power supplies and circuit breakers as required, wiring as required, and latest PLC functionality including stand-by/ready for start conditions, start sequence, variable diffuser remote/local operation, PRC-4 vane control algorithm, stop sequence, alarm and shutdowns, drive motor high current warning/alarm operation, restart blocking, auxiliary oil pump operation if equipped, "Normal Mode," "Service Mode" or "Test Mode" control modes, automatic vane exercise, loss of signal for analog signals, loss of signal for digital signals, and alarm history with date-time stamp.

Human-Machine Interface (HMI):

Quantity (2) upgrading existing Allen Bradley PanelView Plus 1000 to Allen Bradley 10.4" PanelVIEW Plus 7 includes: adapter plate as required, latest Howden graphics and control screens (actual screens may vary based on individual plant process) including operation screen display, compressor transmitter display, motor transmitter display, compressor device display, ancillary devices display, alarm/trip display, alarm history display, and configuration display

Communications available protocol will be Ethernet based on PLC system.

Software Factory Testing is included and performed prior to shipping.

Documentation includes: updated electrical diagrams included for installation and O&M records, controls philosophy and updated O&M component cutsheets, and complete reference tag database.

Electrical connections between Howden's equipment and the main power source is not included.

Communication cable to be provided and installed by the customer.

Main power supply is required by customer.

Wiring between existing skid components and skid-mounted control panel is provided by Howden.

Rewiring, if required, between remote components and/or remote control panel is provided by the customer.

Engineering Drawings:

Engineering Documents for customer information will be in 10-12 weeks after acceptance of the order by Howden. Estimated shipment will be 16-20 weeks (subject to material availability) after receipt of release of engineering documents by Howden.

Items Not Included: taxes or bonds, special programming, mapping to DCS, disposal of old components, communication cable, hardware (fittings, bolts, nuts, gaskets), additional wiring and any other items not specifically listed above.

29 N/A	Alternate to Upgrade MCP to Current 32 Week	(s) 1.00	38,790.00	38,790.00
	Standards			

Control Upgrades to the Master Control Panel (MCP):

Programmable Logic Controller (PLC):

Quantity (1) upgrading existing Allen Bradley SLC 5/04 PLC to Allen Bradley CompactLogix PLC includes: digital and analog I/O cards as required, power supplies and circuit breakers as required, wiring as required, Edge Gateway compatible with Howden Uptime, basin tuning service required (not included in this proposal), and latest PLC functionality based on individual plant process.

Human Machine Interface (HMI):

Quantity (1) upgrading existing Allen Bradley PanelView Plus 1000 to Allen Bradley 10.4" PanelVIEW Plus 7 includes adapter plate as required, latest Howden graphics and control screens (actual screens may vary based on individual plant) including process overview display, zone tuning display, blower operations display, blower timing display, MOV configuration flow display, MOV configuration pressure display, header blow-off valve display if applicable and signal fault detection display.

Communications available protocol will be Ethernet based on PLC system.

Remote Monitoring with Howden Uptime:

Quantity (1) edge gateway devices for Howden Uptime connectivity

Onsite Uptime installation & configuration at time of start-up & commissioning of MCP (not included in this quote)

Remote user onboarding and training

Uptime Basic subscription for one year, including: high resolution data capture, cloud aggregation and storage, Cloud-based real-time monitoring and trending dashboards, advanced anomaly detection with configurable real-time email alerts, and expert equipment health and recommendation reports.

Documentation includes electrical diagrams included for installation and O&M references, controls philosophy and updated O&M cutsheets and complete reference tag database.

Software Factory Testing is included and performed prior to shipping.

All downstream process control instrumentation will need to be in working order before arrival such that Howden can verify effective and stable process control with the Master Control Panel.

Electrical connections between Howden's equipment and the main power source is not included.

Communication cable to be provided and installed by the customer.

Main power supply is required by customer.

Wiring between existing skid components and skid-mounted control panel is provided by Howden.

Rewiring, if required, between remote components and/or remote control panel is provided by the customer.

Engineering Drawings:

Engineering Documents for customer information will be in 10-12 weeks after acceptance of the order by Howden. Estimated shipment will be 16-20 weeks (subject to material availability) after receipt of release of engineering documents by Howden.

Items Not Included: taxes or bonds, special programming, mapping to DCS, disposal of old components,

communication cable, hardware (fittings, bolts, nuts, gaskets), additional wiring and any other items not specifically listed above.

Total



Any estimates of delivery dates are based on our current backlog of orders and may therefore differ from the achievable delivery dates at the time of the actual order being placed. Howden will seek to consolidate shipments as much as possible.

We ask that you clearly state on your Purchase order, if and when partial delivery is desired.

Price and estimated delivery schedule is based upon material price and availability and factory loading at the time of the proposal, and may be subject to adjustment at the time of order placement and acknowledgement.

For any Service & Supervision offered, an estimation was calculated using current rate sheet as a guide. Cost is approximate and a final invoiced amount will present actual cost based on actual hours as required/requested by site personnel.

Typically, our service advisors will travel with diagnostic equipment only and will advise a mechanic/millwright with tools.

Howden standard inspection, packaging and documentation apply to content of this proposal, unless specified above. Additional requirements will be quoted upon request.

For Service & Supervision – additional Labor charge may apply to base rate, overtime rate and double time rate depending on actual hours on workday(s), weekend(s) and Howden locally observed holiday(s).

Howden will supply equipment from Howden workshops/manufacturing sites and via Howden Supply chain approved suppliers sourced worldwide, optimized to give our customers the best value option.

Non Inventory parts are non returnable; returned inventory parts are subject to restocking fee, and will not be accepted without agreement with Howden.

In the event an account has an overdue balance with Howden, Howden reserves the right to hold shipment until payments are received, and the account is current.

Terms and Conditions:

This offer is made expressly subject to and conditioned upon acceptance of Seller's Standard Terms for Sale of Goods (available at: www.Howden.Com/Terms). Unless otherwise negotiated and agreed to by Seller in writing, no other terms shall apply regardless of any statement on Buyer's documents to the contrary.

Purchase Order Submission:

A purchase order or a letter of acceptance is required as written notification of acceptance of this Proposal. Please ensure that your purchase order clearly states the Proposal number and is issued to:

Howden USA Company

Emailed to: Orderdesk.USA@Howden.com

Howden minimum order value is \$500.

For any failure to pick up or direct shipment of goods within 10 Business days after written notice of availability, Howden will invoice a storage fee of \$500 per week for the duration of the storage.

For Prepay and Charge Orders, there will be a 10% charge of the net selling price applied to the order to cover the standard transportation and handling expenses to the first North American or Canadian destination.

This will be added as a separate item or an invoice will be issued separately to the Buyer. This does not apply to overseas or expedited shipments. In addition, any expenses incurred by Seller because of special delivery arrangements requested by Buyer shall be billed to Buyer. Howden does

not provide copies of freight invoices.

For Credit Card Payments a 2% surcharge will be added onto orders over \$3,000 when a credit card is the method of payment. The order value, including the surcharge, will be payable at the time of order placement and shall not be accepted at any point hereafter. Please note that your purchase order is still required as part of the new policy.

Delivery Terms:

INCOTERMS 2020 EX Works - Origin

Seller is responsible for having the goods packed and made available at the Sellers's premises. The Buyer bears the full risk and cost from there to the destination, including the loading of the

cargo.

Payment Terms:

Progress Billing milestones are:

30% upon receipt of order 30% upon halfway of delivery 40% at readiness to ship made payable 30 Days Net.

Warranty:

Twelve (12) months from installation or eighteen (18) months after date of shipment, which

ever occurs first.

Price Validity:

This proposal expires in 30 days

General:

This Proposal and acceptance of any Purchase Order is subject to credit approval from Coface.

Pricing does not include Federal, State or Export taxes or duties.

In order to schedule a Service or Supervision to your site, your acknowledgement requesting the dispatch of a Service or Supervision technician and a copy of an approved purchase order is

required.

Please note that in case the Steel Price Index changes more than +/- 3% from the time of the proposal to the time of receiving the Purchase Order from Buyer, Howden reserves the right to

adjust the price accordingly.

Upon submittal of orders to Howden, Buyer acknowledges its name will be added to a confidential list of customers that purchased Howden product(s), and agrees that from time to time, Seller, in its discretion, may provide its name as a reference for these products to new customers or to contractors to demonstrate where these products have been sold.

Howden is ISO 9001:2015 Certified.

Regards,

Jessica Forbus

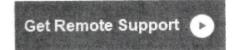
Howden Aftermarket



See how Howden can help you minimise unplanned downtime and maximise efficiencies in your equipment through our Uptime solution.

Tap into remote assistance:

Augmented Reality live annotation technology with real-time communications to connect remote product experts to on-site field technicians



Page 9 of 9

Item No. I.-6.

CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting	of: Sep 19, 2023		
			Zach Simonson
		_	Prepared By
Dianning 9	Dovolonment		Zach Simonson
	Development		
Depar	ment		Department Head
	City deminist	rator Approval	
	City Administ	ator Approvai	
AGENDA TITL	E: Resolution No. 148-2023: A Report	dopting the 2023 Do	owntown Strategic Vision
	**************************************		******
RECOMMEND	ATION: Pass and adopt Resolu	tion No. 148-2023.	
DISCUSSION:	Part of the City's partnership of Downtown Strategic Vision rehas been completed and review	port and implement	ation plan. That report
	The first step in the planning pon January 19, 2023. Downto Street and other stakeholders Church Street districts.	wn Strategies staff	met with City staff, Main
rce of Funds:		Budgeted Item:	Budget Amendment Needed:

While we have undergone a variety of downtown plans, the unique feature of this effort is that it is lead from a real estate perspective rather than an urban planning or economic development approach. This creates a document and vision that compliments our other goals while providing fresh insight. The timing of this approach is key. We have made significant investment in the build environment downtown, from the streetscape to facade and roof projects. This report is meant to help inspire the next step downtown, recruiting the businesses that will fill existing vacancies and bring additional traffic, vibrancy and economic activity downtown.

Leveraging mobile data, Downtown Strategies has identified that the trade area for Downtown Ottumwa is much larger than just the limits of Ottumwa. They've identified a trade area population of over 43,000 from all over Southeast Iowa and Northern Missouri. Key demographic information about that trade area population is included in the report.

Also studied was the walkability of Downtown and Church Street. Walkability scores are measured using the distance between boundaries, the presence of a network of pathways for pedestrians and cyclists and the proximity to needs such as restaurants, retailers and service providers. Downtown scored 80 which is very walkable. A score of 80 indicates that most errands could be accomplished on foot in the Downtown district. Church Street scored 59, which indicates some room to improve.

Recommendations for the report are broken into four focus areas: Path to Redevelopment, Vibrancy, Experience and Activating Vacancies.

The Path to Redevelopment looked at available incentives and enforcement standards. Recommendations in this area include tightening and improving enforcement of design standards and reviewing the outcomes of incentive programs to improve the impact. We have already made changes in that type of review including creating the Restaurant Equipment Grant and revising the formula for facade grants. This part of the report also recommends installing EV charging stations at key locations downtown.

Vibrancy looks at visual any physical connectivity and short-term strategies for vacant storefronts. Recommendations here include using art, graphics, color and light to make vacant storefronts more attractive and to communicate availability of those spaces to prospective entrepreneurs. This section also recommends intersections which could be priorities for treatments using pavers, bumpouts, improved crosswalks and other features.

Experience focuses on place branding and recommendations here focus on better telling the story of what makes Downtown Ottumwa a unique and inviting place to be. Wayfinding signage is also a recommendation of this section, a wayfinding signage program is already underway with signs being printed and soon to be installed. Using public art to mark gateways and invite people to step out of the car and spend time downtown is also a recommendation of this section.

Finally, Activating Vacancies leverages a real estate gap analysis to understand the best targets for new retail downtown. These areas include: clothing, health and personal care, limited-service restaurants, beer, wine and liquor stores and specialty food stores. A few specific vacant buildings are called out as opportunities in the report. These recommendations include recruiting strategies that Staff and Main Street can leverage downtown.

In addition to the report, the recommendations have been complied in an implementation matrix that staff can use to assign projects and measure progress. The partnership between the City of Ottumwa and Retail Strategies is supported by the Legacy Foundation and Greater Ottumwa Partners in Progress.

RESOLUTION NO. 148-2023

A RESOLUTION ADOPTING THE 2023 DOWNTOWN STRATEGIC VISION REPORT

WHEREAS, retail recruitment services provided by Retail Strategies to the City of Ottumwa include preparing a Downtown Strategic Vision; and

WHEREAS, the Downtown Strategic Vision report is a real estate-driven review of the existing conditions of the Downtown and Church Street retail districts with recommendations for improving vibrancy and filling vacancies; and

WHEREAS, community input was obtained during a site visit and visioning workshop with stakeholders in January 2023; and

WHEREAS, the plan includes specific goals for improving downtown in the following key areas:

- 1. Redevelopment,
- 2. Vibrancy,
- 3. Experience,
- 4. Activating Vacancies;

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

That the *Downtown Strategic Vision* as presented be hereby adopted as the City's plan for retail recruitment downtown and become effective as of the date of this resolution.

Approved, passed and adopted this 19th day of September 2023.

TY OF OTTUMWA, IOWA

Richard W. Johnson, Mayor

Chris Reinhard, City Clerk



Downtown Strategic Vision

Prepared for:
OTTUMWA, IOWA





LETTER TO OUR PARTNER



Through our *Downtown Strategic Visioning* process, we assessed the five pillars of Downtown Ottumwa: **Market Analysis, Policy & Administration, Design, Tourism & Promotion, and Economic Vitality**, to provide a true roadmap to revitalization.

For Downtown Ottumwa, we identified and created a tailored strategy to enhance, revitalize, and mobilize your community's efforts. When properly fueled, your Downtown can be a powerful economic, tourism, and quality of life engine and our team of professionals was honored to help you define this potential and empower this community to achieve it.

Downtown Strategies exists to assist communities in taking the next, or first, step in their Downtown's journey.

Downtown Strategies' 5-Year Strategic Visioning process operates on **three key tenets**: utilizing asset-based methodology based on the community's existing strengths and potentials, holistically evaluating the community's Downtown, and creating implementable strategies for continued success.

The holistic approach utilized in our process included varying degrees of emphasis on the five pillars:



 Market Analysis to uncover and define the economic potential in your Downtown area



Policy & Administration to ensure the recommendations of the plan include a road map to turn them into reality by creating a strong foundation for a sustainable revitalization effort



Design to support a **community's transformation** by enhancing the physical and visual assets that set the commercial district apart,



Tourism and Promotion to position your downtown as the center of the community and hub of economic activity,



 Economic Vitality to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies.



Jenn Gregory, President Downtown Strategies Retail Strategies

We appreciate the opportunity to partner with you and your team, and we look forward to continuing a strong and productive relationship as you all embark on this revitalization journey.



Your Team



Jenn Gregory
President
Downtown Strategies

Jenn is the president of Downtown Strategies, where her focus is on community development for our client communities. Through her Downtown Strategic Visioning Workshop process, Jenn advises communities on market analysis, tourism, economic vitality, and design updates for downtown areas. She also directly assists small businesses in client communities with elevating their digital presence, enhancing their omni-channel marketing strategies, and understanding market challenges in a post-COVID world.

jgregory@retailstrategies.com | [662] 617-1711



Jeremy Murdock
Community Development Specialist
Downtown Strategies

As community development specialist, Jeremy will assist Jenn and our clients with writing strategic plans, hosting community workshops, writing content, and managing implementation clients.

Prior to joining our team, Jeremy was a Research Associate III with the John C. Stennis Institute of Government and Community Development at Mississippi State University. He was heavily involved in ground-level community development issues, especially those related to design, planning, and revitalization.

jmurdock@retailstrategies.com| [662] 312-9243



Elliott Cook
Director of Real Estate
Downtown Strategies

As Director of Real Estate, Elliott specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each city's trade area.

elliott@retailstrategies.com | [205] 314-0384



Laura Marinos
Director of Client Services

Downtown Strategies

As the Director of Client Services, Laura specializes and assists in market research, market development plans, project coordination, client communication, event management, and team operations.

laura.marinos@retailstrategies.com | [205] 314-0386



Executive Summary



- 1. Enhance existing city incentives to tighten up requirements and enforcement and more clearly communicate funding opportunities.
- 2. Use the economic impact model accompanying your strategic plan to determine the impact of vacant buildings in Downtown Ottumwa. Utilize these figures as the governing body considers amending or adopting new policies as it relates to vacancy.
- 3. Ensure that all downtown crosswalks are properly striped with basic crosswalk markings.
- 4. Add a white stripe to both sides of the new stamped concrete crosswalks along Main Street to better highlight and define the brick pattern.
- 5. Ensure all street signs and public parking signs within the downtown core follow the custom branded style with the "O!" icon.
- 6. Identify key gateway nodes into the downtown area along major corridors and bridges. Determine which locations are best suited for gateway signage and which locations are key sites for public art installations.
- 7. Identify potential locations for a simple Ottumwa-themed "Selfie Wall" mural. Highly visible locations should be prioritized.
- 8. Work with downtown retailers and restaurants to commit to being open during community events. Select approximately 5 events to serve as pilots. Promote the businesses that are participating in a variety of media (print, web, social media, etc.). Encourage outdoor merchandise displays, signage, and outdoor seating to add vibrancy to the sidewalks.

Executive Summary



- 1. Any business recruitment strategy, effort, or incentive should prioritize the top retail categories identified through the Gap Analysis.
- 2. Create a custom Business Recruitment packet that can be distributed to targeted retailers, restaurants, and other businesses. The packet can be used to personally recruit specific businesses from the region or elsewhere in the community.
- 3. Select 3 intersections for creative crosswalk and/or intersection painting installations.
- 4. Encourage and incentivize the activation of vacant and underutilized storefronts through a variety of strategies outlined in the plan
- 5. Ensure proper traffic markings (on-street parking, lane striping, etc.) are in good condition within the downtown core.
- 6. Install gateway signs or public art at gateway nodes along key corridors which could include S Wapello Street Bridge, Market Street Bridge, N Wapello Street, 2nd Street, and E Main Street. These should be phased in over time starting with the high traffic corridors and intersections.
- 7. Install a temporary "Selfie Station" downtown for 4 weekends during the upcoming year. The 4 stations could be focused on major events such as IHCC orientation or graduation, festivals, or holidays.
- 8. Install a Downtown Ottumwa-themed Selfie Wall mural in a prominent downtown location.
- 9. Identify and map locations for other potential mural or sculpture installations throughout downtown. Use artwork to create a trail loop that connects the downtown core with the river, bridges, parks, and Church Street District.
- 10. Use the existing map of public art to create a promotional guide to public art locations throughout Ottumwa.
- 11. Host pop-up events in city-owned downtown parking lots.

Executive Summary



- 1. Encourage property owners to utilize demising walls to create small footprint retail/start-up spaces. This low-cost strategy can be used to modify a large vacant building, add flexibility to an existing space, or add retail space to an existing office building while generating revenue for the property owner.
- 2. Encourage business and property owners to improve exterior aesthetics detailed in the plan.
- 3. Explore options for activating the street frontage of downtown parking lots by adding semi-permanent micro-retail space.
- 4. Install a dual electric vehicle charging station in Downtown Ottumwa. Add EV icons to future wayfinding signage.
- 5. Organize the Ottumwa Sculpture Trail as an annual event.
- 6. Select additional intersections for creative crosswalk and/or intersection painting installations.
- 7. Continue expanding the streetscape elements used along Main Street to other streets within the downtown core.
- 8. Aggressively implement your brand and brand story, utilizing strategies for each phase of the place branding process.
- 9. Create a city-wide comprehensive directional wayfinding signage system to connect visitors to Downtown Ottumwa and key attractions. Initial phase should focus on key corridors throughout the city.



Through our Downtown Strategic Visioning Workshop, we assess the five pillars of your downtown's mix: Market Analysis, Design, Tourism & Promotion, Economic Vitality, and Policy & Administration to provide a true road map to revitalization.

Strategic Visioning Workshop

January 19, 2023

8:30 AM Downtown Strategies team meets with internal Ottumwa Team

10:00 AM Walking tour of **Downtown study area** with internal **Ottumwa Team**

12:00 AM Downtown Ottumwa Stakeholder Input Session

1:30 PM Meeting debrief with internal **Ottumwa Team**

2:00 PM Meeting Adjourns

Stakeholder Input Session

Welcome & Introductions

- Retail Strategies & Downtown Strategies
- 5 Pillars of Successful Revitalization
- · Roles & Responsibilities
- Timeline

Market Analysis Preview

- · Walkability Assessment
- Demographic & Gap Analysis Overview
- Mobile Insights & Tourism Summary Example

Downtown Stakeholder Input Session

- · What makes you unique?
- What would you do with a magic wand?
- · What are the biggest hurdles to success?
- Imitation is the biggest sign of flattery...

What's Next?

Following evaluation of Market Analysis, Stakeholder Feedback, and Recon from our Boots on the Ground Tour, your Strategic Visioning deliverable will be compiled and submitted within 4-6 weeks.













Stakeholder Input Session

What we heard

- Ottumwa has a network of partners that work well together for the betterment of Downtown, including: The City of Ottumwa, Ottumwa Main Street, Legacy Foundation, Rippling Waters nonprofit, among others. The Legacy Foundation provides needed, and sometimes hard to find, funding and implementation for transformational projects such as upper-floor housing and revitalization opportunities.
- There has been significant improvement in Downtown Ottumwa over the last 5 years, but there are still vacancies, some quite large, and a need to shift perception about the safety and vitality of Downtown. Restaurants and retailers are a priority.
- There is a huge opportunity to revitalize the riverfront area, and to make meaningful connections to
 the river and across the river to the Church Street District. For the purpose of this 5-Year Action Plan,
 we are primarily focused on the inner core of Downtown. There are efforts in place to identify a firm
 to complete design work for the riverfront area.
- There has been significant housing growth in the Downtown area, but there is a desire for more, with a focus on young professionals or those that will add vitality to the district.
- The City has implemented a suite of progressive incentives to assist property owners with
 revitalization of their properties. There is opportunity to make those more well-known and utilized.
 While design standards exist to compliment incentives, they are not strictly enforced as a means of
 being more "business friendly."
- There are a great system of trails around Downtown, but many perceive them to not be interconnected with Downtown.









We begin by assessing your consumers from multiple geographies. Using our advanced analytics and proprietary tools, we uncover and define the economic potential in your Downtown area based on a custom trade area derived from mobile data tracking.





MARKET ANALYSIS

Our Research

Memberships, Subscriptions & Customized Reports

Crittenden Research

















Downtown Strategies is proud to be a member of Main Street America and the International Downtown Association.



A PROUD MEMBER OF



Research Partners & Geographic Information Systems















MARKET ANALYSIS

Our Research

Where does all this information come from?

Here are a few of the demographic data sources used:











































Our Research

CUSTOM TRADE AREA



Ottumwa, IA Custom Trade Area

Population – 43,165

Each retailer has a specific set of site selection criteria they use to determine if they will have a profitable store. Municipal boundaries, radius rings and drive time areas are a start.

A customized trade area is the next step to analyzing a market. A trade area defines a core customer base of consumers highly likely to shop and eat in the market at least once a month.

Your trade area has been created by combining a series of drive times, mobile data analysis, geographic boundaries and proximity to neighboring shopping destinations.

Each retailer will analyze their own trade area based on their existing stores, their competition and site selection criteria.

*The following demographics reflect the Custom Trade Area (CTA) and not geographic community boundaries.



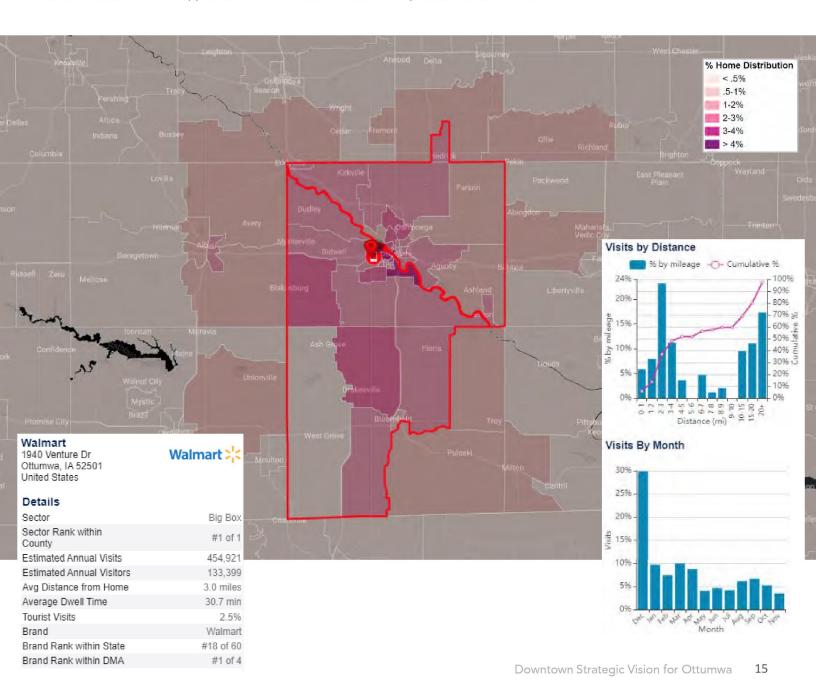


Mobile Data Tracking

Mobile data tracking uses data collected from mobile phone users who have agreed within their apps and phone settings to enable location information. This technology includes mobile phone data with latitude and longitude points that are accurate to approximately 20 feet. Data inputs are updated as quickly as every 24-hours.

The data shown includes shoppers who visited the defined location during a 1-year time period. This tool allows us to identify where consumers are actually coming from to shop in your market (Custom Trade Area) using actual data. This information is used to optimize your trade area, analyze business locations, compare frequency of visitors, and more accurately predict business success.

This data is intended to support the trade area but does not solely define the trade area.





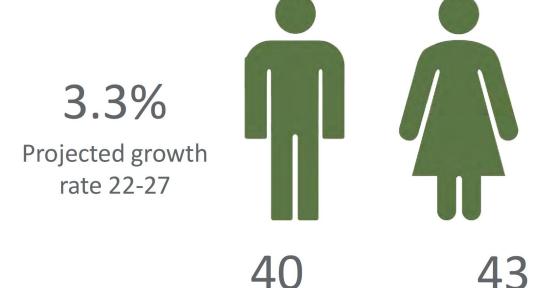




POPULATION

43,165

2022 estimated population



44,600

Projected 2027 population

male avg. age

43

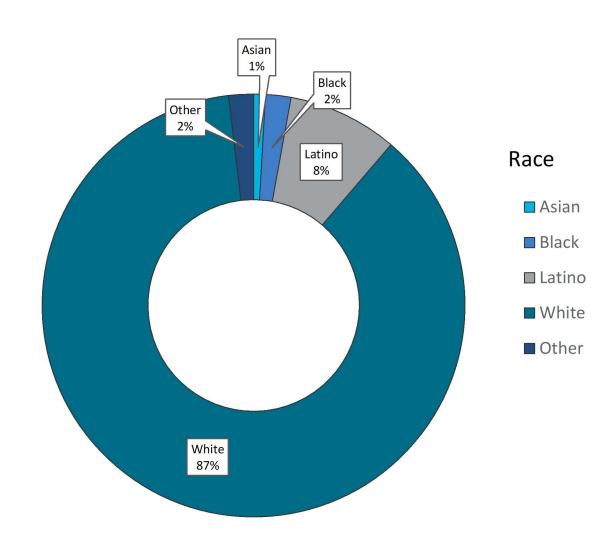
female avg. age







CURRENT YEAR ESTIMATED POPULATION BY RACE









CURRENT YEAR ESTIMATED HOUSEHOLDS BY HOUSEHOLD SIZE







2021 ESTIMATED HOUSING UNITS BY TENURE





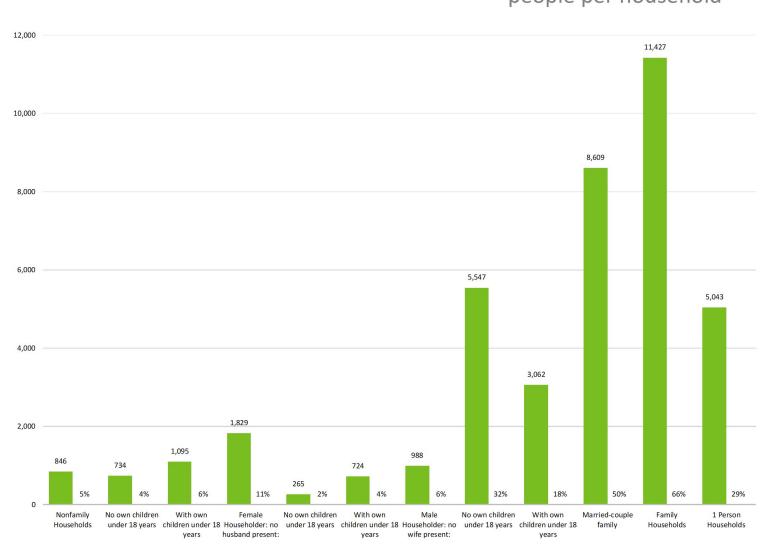


Our Research

CURRENT YEAR ESTIMATED HOUSEHOLD BY TYPE



2.44
people per household





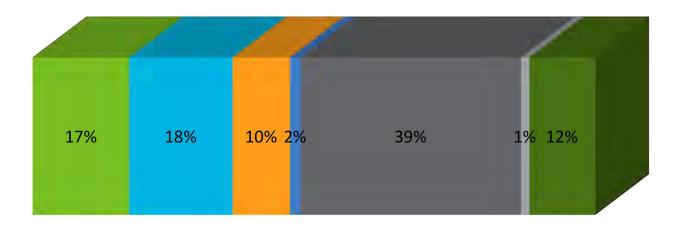


Our Research

DAYTIME POPULATION

43,402 daytime population



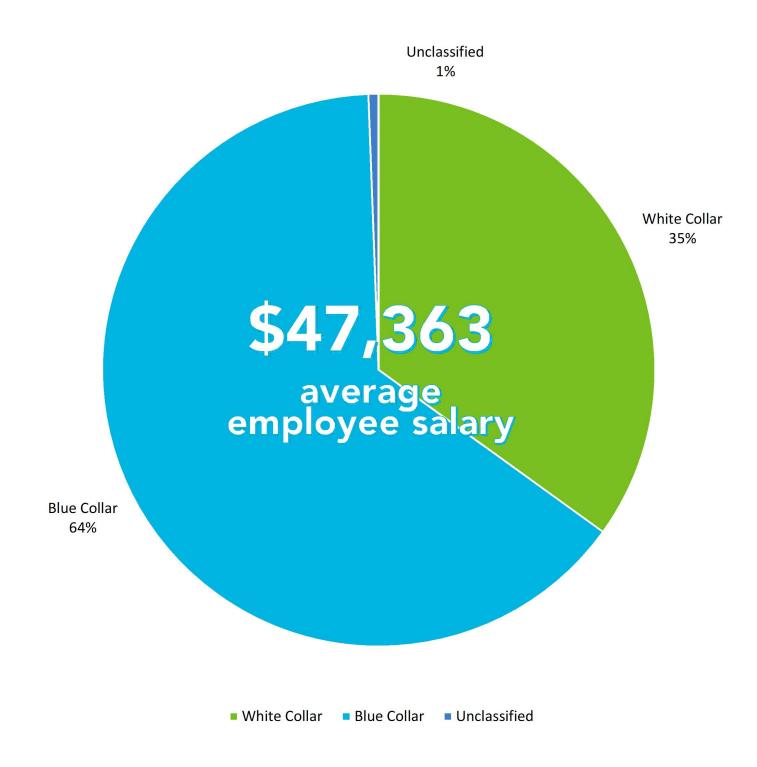






Our Research

EMPLOYMENT TYPE

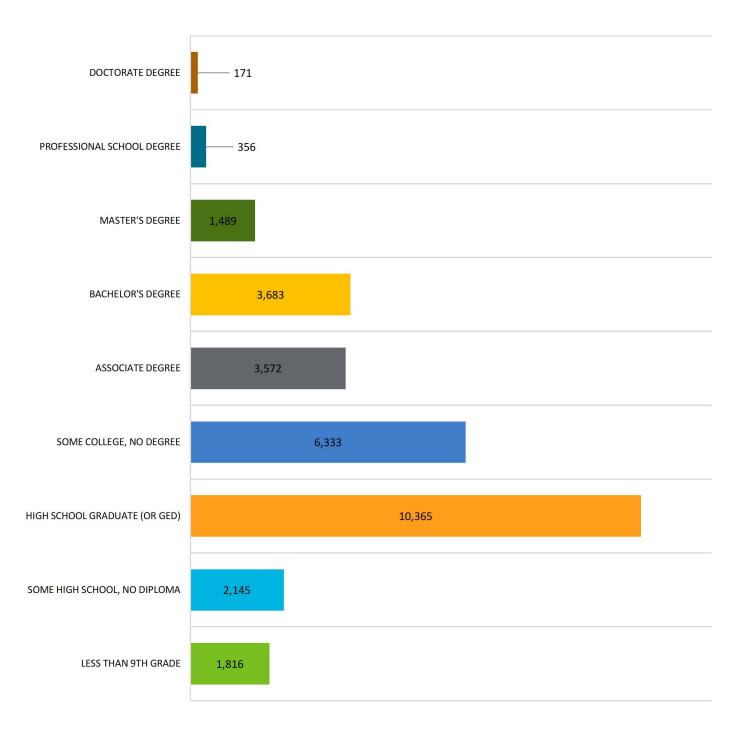


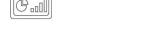




Our Research

CURRENT YEAR ESTIMATED POPULATION AGE 25+ BY EDUCATIONAL ATTAINMENT

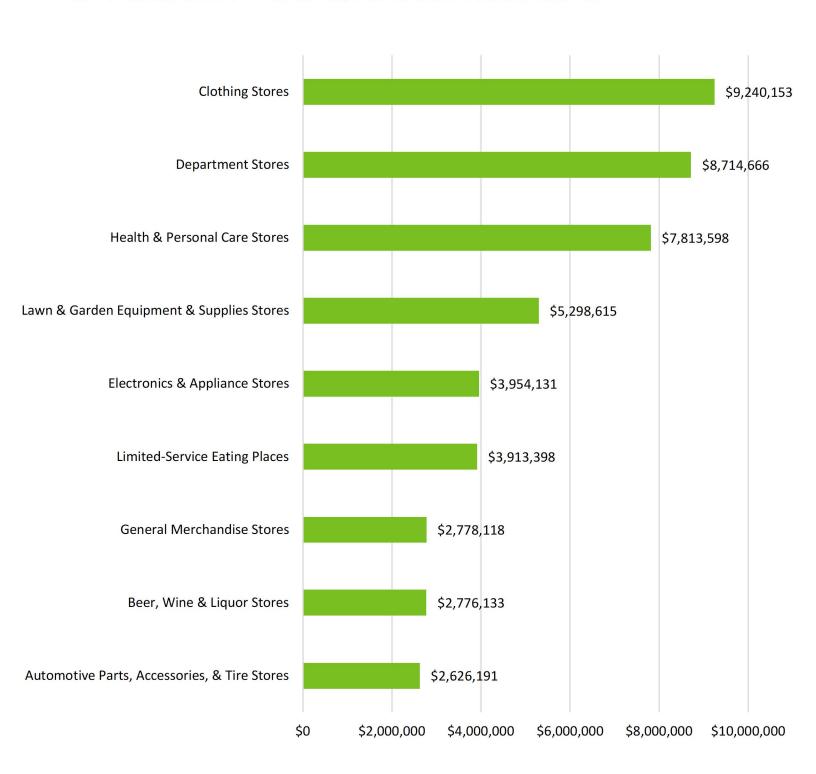






Our Research

OPPORTUNITY GAP & RETAIL PROSPECTS

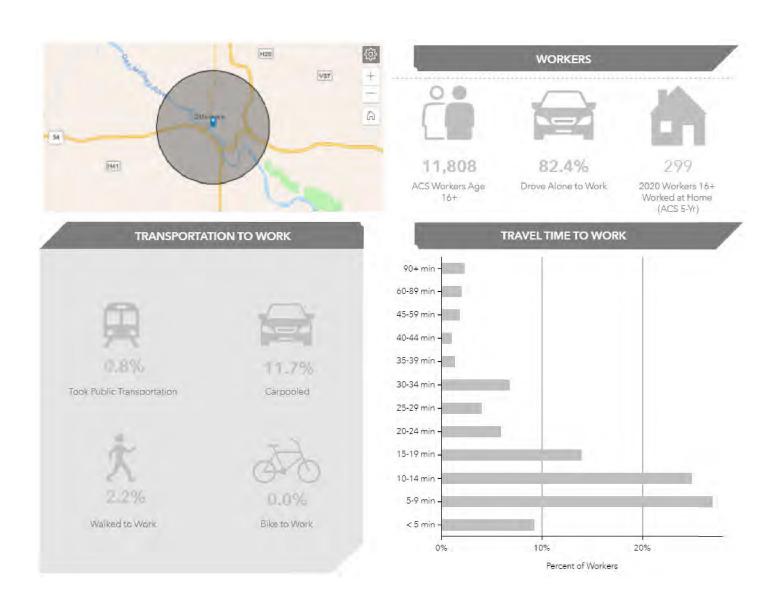








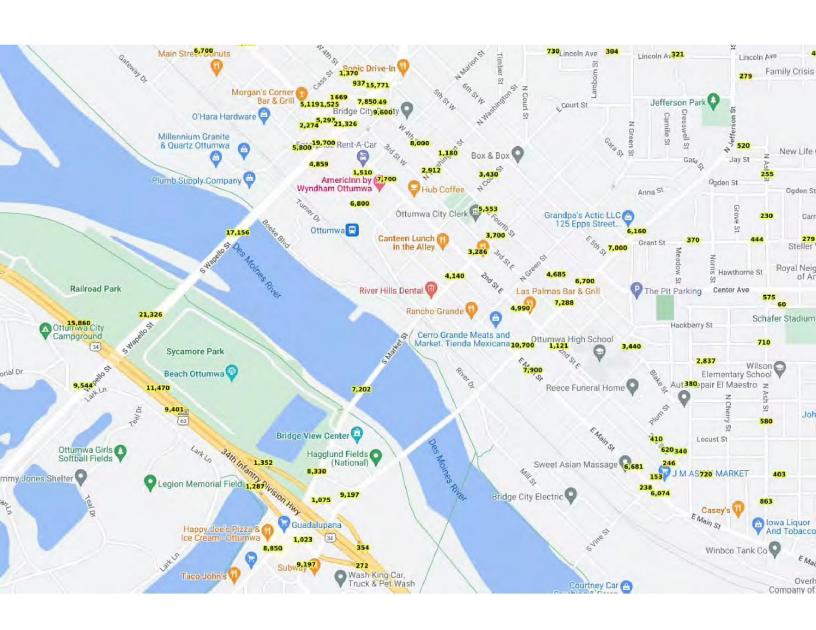
COMMUTE PROFILE: 3 MILES







TRAFFIC COUNTS - MAIN STREET DISTRICT

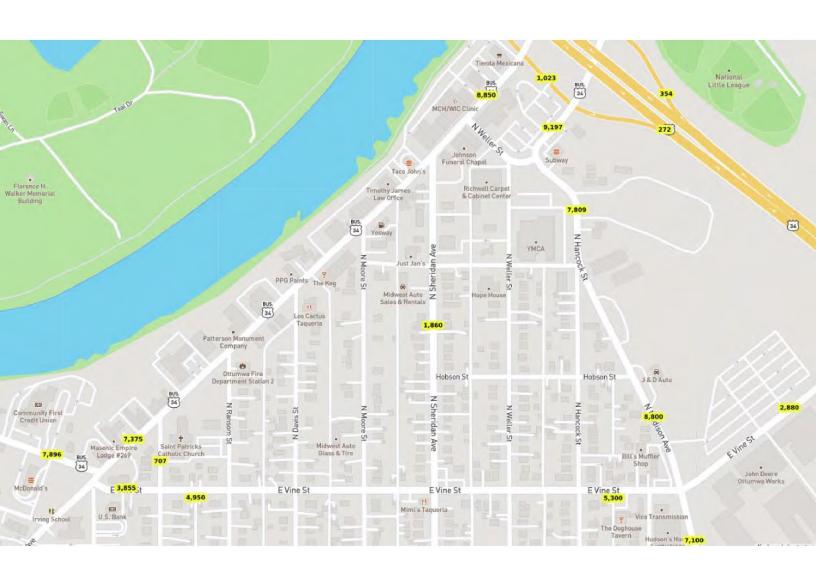






Our Research

TRAFFIC COUNTS - CHURCH STREET



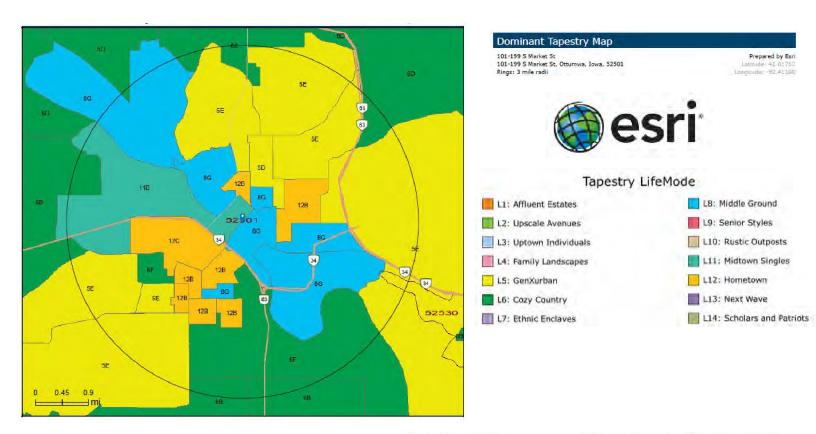




Tapestry Segmentation Profile

Tapestry Segmentation classifies neighborhoods into 67 unique segments based not only on demographics but also socioeconomic characteristics. It describes US neighborhoods in easy-to-visualize terms, ranging from Soccer Moms to Heartland Communities.

Tapestry gives you insights to help you identify your best customers, optimal sites, and underserved markets by understanding customers' lifestyle choices, what they buy, and how they spend their free time.



	Tapestry Segment	2022 Households Cumulative		2022 U.S. Households Cumulative		
Rank		Percent	Percent	Percent	Percent	Index
1	Midlife Constants (5E)	26.1%	26.1%	2.4%	2.4%	1079
2	Traditional Living (12B)	25.7%	51.8%	1.9%	4.3%	1,363
3	Hometown Heritage (8G)	22.7%	74.5%	1.2%	5.5%	1,932
4	Heartland Communities (6F)	10.0%	84.5%	2.2%	7.7%	455
5	Small Town Sincerity (12C)	5.8%	90.3%	1.8%	9.5%	322
	Subtotal	90.3%		9.5%		





Tapestry Segmentation Profile



LifeMode Group: GenXurban

Midlife Constants



Households: 3,068,400

Average Household Size: 2.31

Median Age: 47.0

Median Household Income: \$53,200

WHO ARE WE?

Midlife Constants residents are seniors, at or approaching retirement, with below average labor force participation and above average net worth. Although located in predominantly metropolitan areas, they live outside the central cities, in smaller communities. Their lifestyle is more country than urban. They are generous, but not spendthrifts.

OUR NEIGHBORHOOD

- Older homes (most built before 1980) found in the suburban periphery of smaller metropolitan markets.
- Primarily married couples, with a growing share of singles.
- Settled neighborhoods with slow rates of change and residents that have lived in the same house for years.
- Single-family homes, less than half still mortgaged, with a median home value of \$154,100 (Index 74).

SOCIOECONOMIC TRAITS

- Education: 63% have a high school diploma or some college.
- Unemployment is lower in this market at 4.7% (Index 86), but so is the labor force participation rate (Index 91).
- Almost 42% of households are receiving Social Security (Index 141); 27% also receive retirement income (Index 149).
- Traditional, not trendy; opt for convenience and comfort, not cutting-edge. Technology has its uses, but the bells and whistles are
- Attentive to price, but not at the expense of quality, they prefer to buy American and natural products.
- Radio and newspapers are the media of choice (after television).

Note: The Index represents the rates of the segment rate to the US rate multiplied by 10.

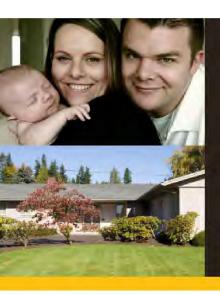
Consumer preferences are estimated from data by SIK MRI.







Tapestry Segmentation Profile



Traditional Living

12B

Households: 2,395,200

Average Household Size: 2.51

Median Age: 35.5

Median Household Income: \$39,300

WHO ARE WE?

Residents in this segment live primarily in low-density, settled neighborhoods in the Midwest. The households are a mix of married-couple families and singles. Many families encompass two generations who have lived and worked in the community; their children are likely to follow suit. The manufacturing, retail trade, and health care sectors are the primary sources of employment for these residents. This is a younger market—beginning householders who are juggling the responsibilities of living on their own or a new marriage, while retaining their youthful interests in style and fun.



OUR NEIGHBORHOOD

- Married couples are the dominant household type, but fewer than expected from the younger age profile and fewer with children (Index 79); however, there are higher proportions of single-parent (Index 146) and single-person households (Index 112).
- Average household size is slightly lower at 2.51.
- Homes are primarily single family or duplexes in older neighborhoods, built before 1940 (Index 228).
- Most neighborhoods are located in lower-density urban clusters of metro areas throughout the Midwest and South.
- Average commuting time to work is very short (Index 22).
- · Households have one or two vehicles.

SOCIOECONOMIC TRAITS

- Over 70% have completed high school or some college.
- Unemployment is higher at 7.3% (Index 134); labor force participation is also a bit higher at 63.4%.
- Almost three quarters of households derive income from wages and salaries, augmented by Supplemental Security Income (Index 139) and public assistance (Index 152).
- Cost-conscious consumers that are comfortable with brand loyalty, unless the price is too high.
- Connected and comfortable with the Internet, they are more likely to participate in online gaming or posting pics on social media.
- . TV is seen as the most trusted media.

Note: The Index represents the ratio of the segment rate to the US rate multiplied by 10 Consumer preferences are estimated from data by GR. MRI.



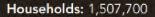


Tapestry Segmentation Profile



LifeMode Group: Middle Ground

Hometown Heritage



Average Household Size: 2.66

Median Age: 32.4

Median Household Income: \$28,200



WHO ARE WE?

Hometown Heritage neighborhoods are in urbanized areas within central cities, with older housing, located mainly in the Midwest and South. This slightly smaller market is primarily a family market, married couples (with and without children) and single parents. They work mainly in service, manufacturing, and retail trade industries. 60% of householders are renters, living primarily in single-family homes, with a higher proportion of dwellings in 2-4 unit buildings.

OUR NEIGHBORHOOD

- · Renters: About three-fifths of households.
- · Primarily family households, married couples with or without children, single parents (Index 203), and multigenerational households (Index 137).
- · Primarily single-family homes (61%), with a higher proportion of dwellings in 2-4 unit buildings (Index 225).
- · Older housing, built before 1960 (59%), with a higher proportion built in the 1940s (Index 215) or earlier (Index 257).
- · Higher percentage of vacant housing units at 18% (Index 155).
- Most households with 1 or 2 vehicles (71%), but 19% have no vehicle (Index 204).

SOCIOECONOMIC TRAITS

- · Education completed: 38% with a high school diploma only (Index 137); 28% with some college or an associate's degree (Index 97).
- · Higher rates of employment in Manufacturing.
- · Labor force participation rate is lower at 57.1%.
- · Wages and salaries are the primary source of income for 70% of households, with contributions from Supplemental Security Income for 12% (Index 232) and public assistance for 7% (Index 254).
- · These cost-conscious consumers purchase sale items in bulk and buy generic over name brands.
- · They tend to save money for a specific purpose.







Tapestry Segmentation Profile



LifeMode Group: Cozy Country Living

Heartland Communities



Households: 2,850,600

Average Household Size: 2.39

Median Age: 42.3

Median Household Income: \$42,400

WHO ARE WE?

Well settled and close-knit, Heartland Communities are semirural and semiretired. These older householders are primarily homeowners, and many have paid off their mortgages. Their children have moved away, but they have no plans to leave their homes. Their hearts are with the country; they embrace the slower pace of life here but actively participate in outdoor activities and community events. Traditional and patriotic, these residents support their local businesses, always buy American, and favor domestic driving vacations over foreign plane trips.



OUR NEIGHBORHOOD

- Rural communities or small towns are concentrated in the Midwest, from older Rustbelt cities to the Great Plains.
- Distribution of household types is comparable to the US, primarily (but not the majority) married couples, more with no children, and a slightly higher proportion of singles (Index 112) that reflects the aging of the population.
- Residents own modest, single-family homes built before 1970.
- They own one or two vehicles; commutes are short (Index 82).

SOCIOECONOMIC TRAITS

- Retirees in this market depress the average labor force participation rate to less than 60% (Index 94), but the unemployment rate is comparable to the US.
- More workers are white collar than blue collar; more skilled than unskilled.
- The rural economy of this market provides employment in the manufacturing, construction, utilities, healthcare, and agriculture industries.
- These are budget savvy consumers; they stick to brands they grew up with and know the price of goods they purchase. Buying American is important.
- Daily life is busy, but routine. Working on the weekends is not uncommon.
- Residents trust TV and newspapers more than any other media.
- Skeptical about their financial future, they stick to community banks and low-risk investments.

Note: The Index represents the ratio of the segment rate to the US rate multiplied by 100.

Communer preferences are estimated from data by GIK MRI.





Tapestry Segmentation Profile



LifeMode Group: Hometown

Small Town Sincerity



Households: 2,305,700

Average Household Size: 2.26

Median Age: 40.8

Median Household Income: \$31,500

WHO ARE WE?

Small Town Sincerity includes young families and senior householders that are bound by community ties. The lifestyle is down-to-earth and semirural, with television for entertainment and news, and emphasis on convenience for both young parents and senior citizens. Residents embark on pursuits including online computer games, renting movies, indoor gardening, and rural activities like hunting and fishing. Residents keep their finances simple—paying bills in person and avoiding debt.

OUR NEIGHBORHOOD

- Reside in small towns or semirural neighborhoods, mostly outside metropolitan areas.
- Homes are a mix of older single-family houses (61%), apartments, and mobile homes.
- Half of all homes are owner occupied (Index 79).
- Median home value of \$92,300 is about half the US median.
- · Average rent is \$639 (Index 62).
- This is an older market, with half of the householders aged 55 years or older and predominantly single-person households (Index 139).

SOCIOECONOMIC TRAITS

- Education: 67% with high school diploma or some college.
- Labor force participation lower at 52% (Index 83), which could result from lack of jobs or retirement.
- Income from wages and salaries (Index 83), Social Security (Index 133) or retirement (Index 106), increased by Supplemental Security Income (Index 183).
- Price-conscious consumers that shop accordingly, with coupons at discount centers.
- Connected, but not to the latest or greatest gadgets; keep their landlines.
- Community-oriented residents; more conservative than middle of the road.
- · Rely on television or newspapers to stay informed.



Note: The Index represents the ratio of the segment rate to the US rate multiplied by 10 Consumer preferences are estimated from data by MR-Simmons.



Walkability Assessment

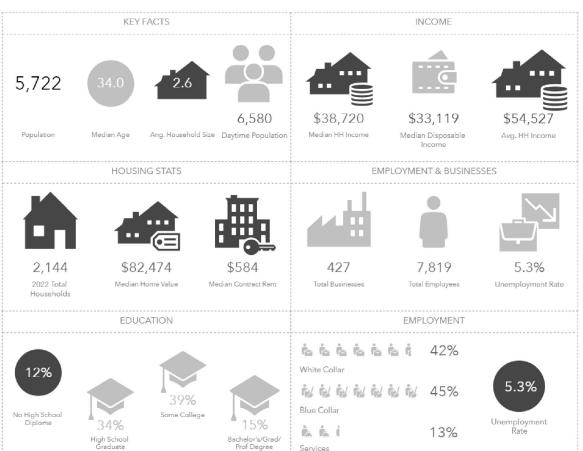
S Market St & E Main St

What's your Community's Walk Score?

A community's walk score is determined by analyzing 3 factors: **walkable distance** between boundaries, presence of a **comprehensive network of pathways** designed for pedestrians and cyclists, and variety of restaurants, retailers, and service providers **necessary for regular life.**

This assessment shows your Downtown with boundaries notating a **5**, **10**, and **20-minute** walk. A walk time from one Downtown boundary to the next that exceeds 20 minutes is not considered walkable.







5 Minute Walk Time

The following demographics represent the **population of residents** within a **20-minute walk time** of the Downtown Study Area.

Almost all errands require a car

Keep these figures in mind when imagining the possible economic impacts of developing your Downtown into a walkable destination.



Walkability Assessment

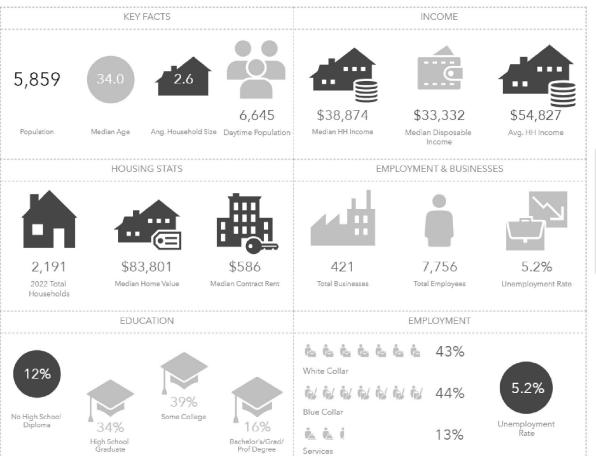
S Market St & E 2nd St

What's your Community's Walk Score?

A community's walk score is determined by analyzing 3 factors: walkable distance between boundaries, presence of a comprehensive network of pathways designed for pedestrians and cyclists, and variety of restaurants, retailers, and service providers necessary for regular life.

This assessment shows your Downtown with boundaries notating a **5**, **10**, and **20-minute** walk. A walk time from one Downtown boundary to the next that exceeds 20 minutes is not considered walkable.





20 Minute Walk Time
Downtown Study Area
Main Street District

90-100 Walker's Paradise
Daily errands do not require a car
Very Walkable
Most errands can be accomplished on foot
50-69 Some errands can be accomplished on foot
25-49 Car-Dependent
Most errands require a car

0-24 Car-Dependent
Almost all errands require a car

5 Minute Walk Time 10 Minute Walk Time

The following demographics represent the **population of residents** within a **20-minute walk time** of the Downtown Study Area.

Keep these figures in mind when imagining the possible economic impacts of developing your Downtown into a walkable destination.



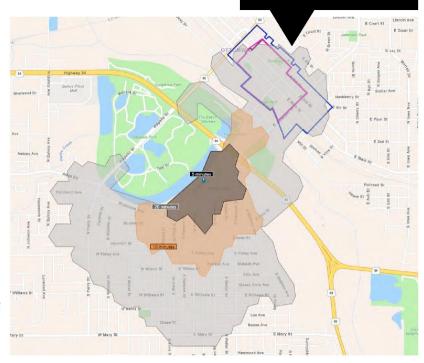
Walkability Assessment

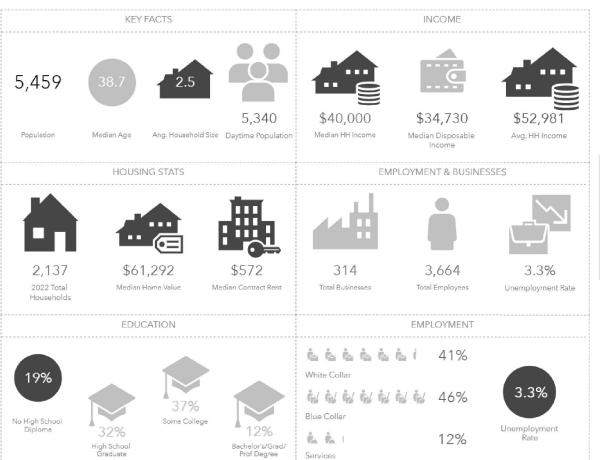
Church Street

What's your Community's Walk Score?

A community's walk score is determined by analyzing 3 factors: walkable distance between boundaries, presence of a comprehensive network of pathways designed for pedestrians and cyclists, and variety of restaurants, retailers, and service providers necessary for regular life.

This assessment shows your Downtown with boundaries notating a **5**, **10**, and **20-minute** walk. A walk time from one Downtown boundary to the next that exceeds 20 minutes is not considered walkable.





5 Minute Walk Time
10 Minute Walk Time
20 Minute Walk Time
Downtown Study Area
Main Street District

90-100	Walker's Paradise
	Daily errands do not require a car
70-89	Very Walkable
	Most errands can be accomplished on foot
50-69	Somewhat Walkable
	Some errands can be accomplished on foot
25-49	Car-Dependent
	Most errands require a car
0-24	Car-Dependent
	Almost all errands require a car

The following demographics represent the **population of residents** within a **20-minute walk time** of the Downtown Study Area.

Keep these figures in mind when imagining the possible economic impacts of developing your Downtown into a walkable destination.





Ottumwa has taken great strides to develop a comprehensive suite of incentives for property owners and developers. Simply enhancing these incentives and promoting them in a one-to-one relational way will provide greater results without having to recreate the wheel.

Training on Development Process and Available Incentives

While City incentives are posted on the City's website and Main Street Ottumwa's website, there is an opportunity to walk through these opportunities, and the development process, with existing property owners, tenants, and developers. Incorporating this training into the Building Business Academy is a great first step, as well as holding Zoom calls, in person meetings, and creating a graphic detailing the steps and opportunities.

Minimum Maintenance Requirement

The City's minimum maintenance ordinance is a great step to detailing the City's expectations for building condition; however, there aren't many "teeth" in the code. Add a fee structure to this policy that also incorporates vacancy. Examples of policy examples are featured in the Appendix.

Greater Enforcement of Design Standards

The City's Downtown Design Guide is an excellent tool that details structure, public space, colors and architectural standards. Enforcing these standards, especially with new construction, will be critical for leveling up the visual experience.



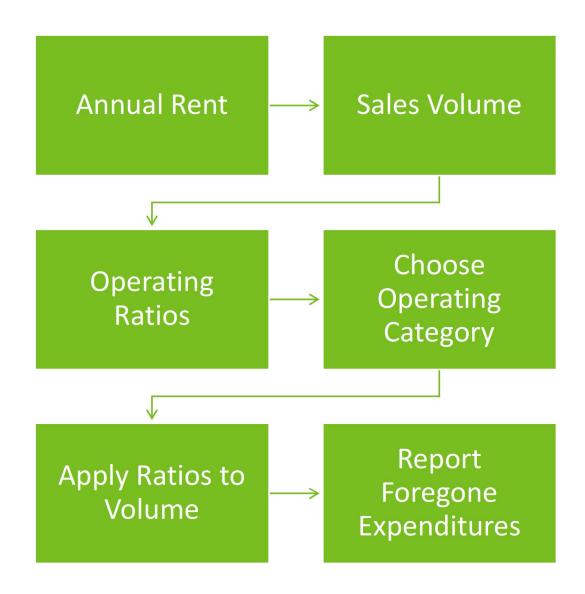
Recommendation

Enhance existing city incentives to tighten up requirements and enforcement and more clearly communicate funding opportunities.



Economic Impact of Vacancy

The following process is utilized to determine the economic impact of a vacant building in a Downtown or small business ecosystem. Vacancy presents challenges for the vacant property owner, the city, adjacent property owners, current or potential tenants, downtown revitalization efforts, and others.



Source: Donovan Rypkema

PATH TO REDEVELOPMENT

Economic Impact of Vacancy



Recommendation

Use the economic impact model accompanying your strategic plan to determine the impact of vacant buildings in Downtown Ottumwa. Utilize these figures as the governing body considers amending or adopting new policies as it relates to vacancy.

Economic Impact Model

RESTAURANT/DELI	
How big is your empty building (s.f.)?	2,000
Based on your market, what should be the monthy rent?	\$2,500.00
Rent per Square Foot per Year	\$15.00
Sales not made	\$500,000
Rent not collected	\$30,000
Dessert purchases from local bakery not made	\$24,795
Wages not paid	\$132,603
Legal, Accounting and Professional Services not used	\$2,493
Insurance premiums not paid	\$4,726
Advertising not purchased	\$3,151
Business fees and licenses not secured	\$362
Interest and bank charges not paid	\$1,575
Office supplies not bought	\$630
Motor vehicle expenses not incurred	\$3,870
Telephone & internet services not used	\$2,363
Utilities not paid	\$4,726
Sales tax not collected	\$34,932

RETAILER	
How big is your empty building (s.f.)?	1,500
Based on your market, what should be the monthy rent?	\$1,875.00
Rent per Square Foot per Year	\$15.00
Sales not made	\$292,137
Rent not collected	\$22,500
Supplies not purchased	\$2,688
Wages not paid	\$40,215
Legal, Accounting and Professional Services not used	\$2,016
Insurance premiums not paid	\$672
Advertising and postage not purchased	\$5,880
Maintenance not performed	\$672
Interest and bank charges not paid	\$2,915
Telephone & internet services not used	\$1,653
Utilities not paid	\$2,016
Sales tax not collected	\$20,450

Source: Donovan Rypkema



Electric Vehicle Charging Stations

As the popularity of electric vehicles grow, public charging stations provide drivers an incentive to visit downtown where they can easily charge up while shopping, sightseeing or dining - and ultimately drive longer distances.

Types of Electric Vehicle Chargers

There are three types of electric vehicle chargers, which are classified by the rate at which the batteries are charged.

KNOW YOUR EV CHARGING STATIONS



VOLTAGE

120v 1-Phase AC

AMPS

12-16 Amps

CHARGING LOADS

1.4 to 1.9 KW

CHARGE TIME FOR VEHICLE

3-5 Miles of Range Per Hour



VOLTAGE

208V or 240V 1-Phase AC

AMPS

12-80 Amps (Typ. 32 Amps)

CHARGING LOADS

2.5 to 19.2 kW (Typ. 7 kW)

CHARGE TIME FOR VEHICLE

10-20 Miles of Range Per Hour



VOLTAGE

208V or 480V 3-Phase AC

AMPS

<125 Amps (Typ. 60 Amps)

CHARGING LOADS

<90 kW (Typ. 50 kW)

CHARGE TIME FOR VEHICLE

80% Charge in 20-30 Minutes

More than 15% of public U.S. charging ports in 2020 were the highest level, commonly referred to as direct-current (DC) fast charging. These can provide between 60 and 80 miles of range with only 20 minutes of charging.



Electric Vehicle Charging Stations

Why Downtown?

Because of limited charging options outside of Metro areas, communities are opting to install electric vehicle charging stations in key points of interest, such as downtowns. Providing a charge opportunity downtown not only gives residents and potential visitors the ability to shop and dine while their vehicle is charging, but it also puts the downtown on the map of electric vehicle charging apps, such as ChargePoint and PlugShare, where travelers identify charging stations near them geographically.





Cost and Incentives

The cost of installing an electric vehicle charging station is approximately \$10,000 - \$50,000, depending on location, charge level, and existing infrastructure.

The State of Iowa offers grant funding through the Iowa Department of Transportation for publicly accessible Level 2 and direct current fast charging (DCFC) stations.

Signage

While listing your newly installed community electric vehicle charging station on popular mapping apps is critical, physical signage in the community is necessary to alert drivers of the location of stations. The universal EV symbol can be added to your wayfinding signage system in addition to installing signs at the charging location.



Recommendation

Install a dual electric vehicle charging station in Downtown Ottumwa. Add EV icons to future wayfinding signage.



downtown strategies

FOCUS AREA 2: VIBRANCY



Connectivity

Connect the Dots Between Assets

Ottumwa, Iowa

Ottumwa is blessed with numerous assets including the Des Moines River, Indian Hills Community College, riverfront parks, walking trails, mountain biking trails, Gray Eagle Wildlife Preserve, Amtrak Depot, and various downtown destinations, among others. Connectivity between these assets is crucial and can have a tremendous impact on the success of downtown.

Physical Connectivity

Physically connecting the various assets with Downtown Ottumwa should be a priority, but the level of connections will be determined by proximity. Assets within a 20-minute walk time of the downtown core should have high quality pedestrian connectivity. Sidewalks, accessible intersections, crosswalks, and other pedestrian amenities should be present within this area. Some barriers, such as the railroad crossing, but should be accommodated safely.

Assets outside of the 20-minute walk time may be connected by other strategies. Bike lanes are an effective strategy for connecting destinations across larger areas. Dedicated bike lanes or separated bike paths are ideal, but not always possible. "Sharrows" or shared travel lanes are a great short-term strategy for creating a network of bike paths throughout the community.

Visual Connectivity

Visual connections between destinations is a key strategy in linking assets. This can be accomplished through proper signage. Wayfinding signage and directional signage will visually link assets throughout the community. Wayfinding signage can direct drivers to destinations throughout the community while directional signs can guide pedestrians throughout the downtown area. Wayfinding signage can provide a key visual connection between assets when physical connections are not possible.

Promotional Connectivity

Connecting the dots between visitors and the various assets can be accomplished through events and promotions. Promoting the various assets of the community through printed and web-based material as well as social media is key in connecting the various assets of the community. It is critical that visitors and locals alike are aware of the various attractions, assets, and destinations available within the area. In addition to marketing material, this could also include promotional activities and events.

Examples could include:

- A trail race that begins and/or ends downtown so the participants and visitors are encouraged to visit local businesses during and after the event.
- A shopping event for new students visiting the community college during summer orientation.
- A homecoming tailgate or parade downtown prior to a high school athletic event.



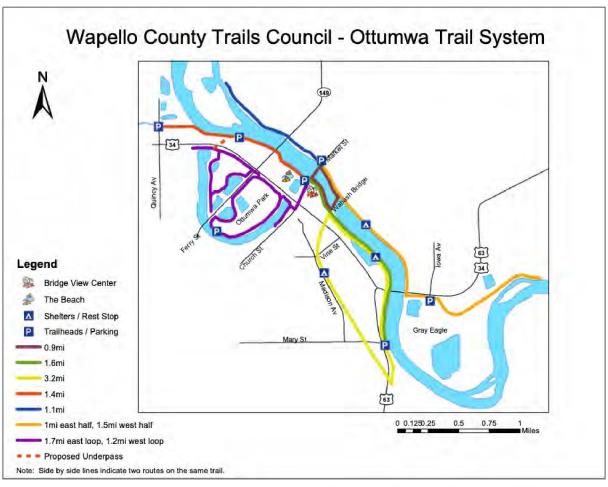
Recommendation

Enhance the connectivity between major assets through physical, visual, and promotional connections.



Connectivity

Connect the Dots Between Assets



Existing trail map for Ottumwa and Wapello County



Vacant and Underutilized Storefronts Displays

Short-term Strategies

Rather than viewing vacant storefronts as a negative, use them as a canvas for public art or other creative displays. These displays can distract visitors from the vacancy, create an attraction, and provide an opportunity to highlight something unique about your community.



Vacant storefronts are an inevitable challenge in every downtown. Some are only vacant for a short period of time while others seem to linger for decades. While storefront vacancies provide a great opportunity for a new business, visually they create challenges for the downtown areas and quickly turn into an eyesore.

It is important for community leaders to take an active role in managing downtown vacancies and working with property owners to ensure

they are constantly attempting to promote and fill their storefronts. In the meantime, however, it is critical for communities to develop short-term strategies for maintaining vacant storefronts so they do not detract from the character of the downtown or negatively impact surrounding properties.

Short-term strategies that can lessen the impact of storefront vacancies could include:

- "Opportunity" listing posters
- Paint Boarded Storefronts and Upper Floor Windows
- Temporary Gallery Displays
- Know the Locals Posters
- Large-scale Banner Displays

Vacant and Underutilized Storefronts Displays

Short-term Strategies

"Opportunity" Listing Posters

Rather than a simple "For Sale" or "For Lease" sign purchased at the local hardware store, a coordinated effort to market the vacant buildings can create a totally different perception of the downtown. Custom, branded posters advertising the vacant properties as "Full of Opportunity" will provide a great alternative to standard sale or lease signs. This message shifts the narrative from a negative empty storefront to a story in the making. What could happen in this space? Who will be the next entrepreneur to start a new adventure here? When visitors see these signs throughout the downtown area, it is apparent that there is an organized effort to generate activity in the downtown area and provides a totally different impression than seeing for sale signs throughout the downtown.



Paint Boarded Storefronts and Upper-floor Windows

Nothing gives the impression of a dying downtown worse than boarded up storefronts and windows. Visitors assume this is indicative of a struggling community with issues related to vandalism and crime. Short-term action can be taken to prevent that type of impression on visitors. Use the plywood as a canvas to create a public art project. Oftentimes local art teachers or artist can be engaged in this short-term strategy. Rather than painting upper floor windows beige, use solid black to mimic an actual window. Light colors often bring attention to the boarded-up or bricked windows while black is not as noticeable. Of course, artwork is welcome on the upper floor windows as well when possible.









Hint: If you do not have access to an artist, use painters' tape, 3-4 paint colors, and a paint-by-number approach to create a geometric mosaic. Add a public engagement component by engaging children who can easily participate in this type of artwork.



Vacant and Underutilized Storefronts Displays

Short-term Strategies

Temporary Gallery Displays

Work with the property owners to use the vacant storefront as a temporary gallery space. Use easels to display artwork from local artists or students. Students will love seeing their artwork displayed and the display may also attract family members to the downtown area.

Another option is to print oversized historic photographs of the town and display them in the storefront. This will allow people to appreciate the beauty of the downtown area and the buildings. Pipe-and-drape systems or simple drop cloths can be used as a backdrop for the displays and screen the rest of the vacant property from view.





Know the Locals Posters

Another creative strategy is to use the vacant storefronts as a canvas for telling the story of your community. What is the history of the building? Who are the interesting characters in your community? Who are the business owners that are an important piece of the downtown fabric? Develop custom posters that tell those stories and display them in the vacant storefront windows. These could feature local residents, business owners, or other interesting stories. The posters should include a photograph and a brief quote.

This type of campaign could utilize a theme of "Did you Know?" or "My Why." A poster could include a historic photograph and tell the story of the building such as,

"Did you know that 100 Main Street was originally a hospital? The Washington County Hospital was located on this site from 1879-1923..."

Another poster could include a portrait and tell the story of why a local business owner chose to locate in your downtown:

"I have been baking since I was a kid and have always dreamed of opening a bakery. My 'why' is because downtown is the heart of this community and I want to be a part of the next chapter of this community's story."





Vacant and Underutilized Storefronts Displays

Short-term Strategies

Professionally Painted Storefront Windows

When done professionally, a storefront window can be transformed into a public art display with window paint like the example from Abilene, Texas (left). Clovis, California employs a creative, fun approach by adding cartoon characters to storefront windows throughout the downtown area to promote the upcoming rodeo (right).





Large-scale Banner Displays

A longer-term strategy is to install custom billboard-type signage across the storefronts. This is particularly useful in situations where the building is in a state of extreme disrepair. Laurel, Mississippi created large display banners celebrating famous members from the community. The banners disguise the dilapidated building and provide an opportunity to create a tourism attraction by promoting the unique stories of the community.







Vacant and Underutilized Storefronts Displays

Short-term Strategies

Downtown Ottumwa

Ottumwa has done an excellent job of restoring and renovating historic properties throughout the downtown. Several examples of restoring storefronts to include historically appropriate materials and attractive color palettes exist throughout the district. These projects serve as an example for other properties in the downtown core as well as the Church Street District.

Although many properties have been renovated, some storefronts remain vacant and other properties are in desperate need of renovation, especially in the Church Street district. Some properties are occupied, but the businesses do not appropriately use the storefront space. Various strategies should be employed to minimize the negative impact of vacancies and activate empty or underutilized storefronts.





Downtown Ottumwa has taken tremendous steps to encourage the renovation and restoration of properties and storefronts throughout the district.





Examples of vacant or underutilized storefronts that could be activated by employing various strategies.





Vacant and Underutilized Storefronts Displays

Short-term Strategies

Downtown Ottumwa is blessed with a great stock of historic buildings with beautiful architectural details. Recent efforts have also included restoring or renovating storefronts with historically appropriate materials and details.

Many buildings have architectural details that provide clues for signage design, proportion, and locations. Business signage should be designed and installed in a manner that highlights or follows these clues. When the façade includes frames or spaces for signage, the signs should be designed to follow the proportions and properly fit within the space provided. These types of details create an attractive and orderly appearance for the business and the downtown as a whole.





The facades of the two buildings shown on the right provided architectural details which could have been used to frame the business signage. Unfortunately, the panel signs were not designed to fit the space appropriately. In contrast, the Black River Café sign in Oberlin, Ohio shown on the right was designed to fit the "clues" provided by the façade details.



Recommendation

Encourage and incentivize the activation of vacant and underutilized storefronts through a variety of strategies which could include:

- Showcase artwork from local and regional artists. Partnering with the
 Ottumwa Arts Council could create an opportunity to match properties with
 artists for rotating seasonal installations. These installations could occur in
 vacant storefronts or underutilized spaces.
- Partner with the local school district to showcase artwork from local students in vacant storefronts as a temporary gallery.
- Install oversized photographs or artwork.
- Partner with artists to create short-term painted storefront window displays.
- Either through policy, guidelines, or incentives, ensure that business signage is installed in a way that honors architectural features and creates a unique sense of place. This could be added to the existing sign guidelines.



Appropriate Storefront Design

Create a Welcoming Front Door

It is important for downtown sidewalks to appear active and vibrant. The activation of the sidewalk is typically the responsibility of the business owners. Adding potted plants, sandwich board signs, merchandise displays, outdoor seating, etc. create an active and vibrant sidewalk.

Another critical component of creating a vibrant and active sidewalk experience are the business storefronts. As visitors walk the sidewalks of downtown, their attention is kept by "window shopping" in the various storefront windows. Every storefront should be transparent allowing visitors to view inside the business. This visibility increases the comfort of visitors, makes them feel safe, and allows them to explore what is inside each building. Being able to view inside the business adds some predictability and trust which works to entice them to enter the building. People want to have a clue as to what is inside before entering.

Solid, mirrored, and tinted windows and closed storefronts do not allow visitors to see inside the businesses which creates a negative experience for pedestrians. Storefronts should have doors and display windows that are transparent and styles that are appropriate for a historic downtown area.

Storefronts should include characteristics such as:

- Utilize historically appropriate design styles, materials, and character
- Transparent windows and doors
- Historically appropriate doors
- Interesting and visually interesting storefront displays
- Identifiable signage and hours of operation



Despite being after hours, this storefront is well lit and creates an inviting atmosphere. The display is simple, but well organized with elements at varying heights.



The stationary store, Merrymaker, in the Carytown neighborhood of Richmond, Virginia, created a simple but attractive storefront display along with a sandwich board sign.



Appropriate Storefront Design

Create a Welcoming Front Door



Even non-retail businesses such as this real estate office provides a well-lit view into the space along with an inviting storefront, potted plants, seasonal decorations, and seating.



This bookstore uses an interesting paint palette on the historically accurate storefront along with a creative window display to attract customers.



The addition of outdoor seating is one of the best ways to activate the sidewalk and create an interesting experience along the storefront.



The storefront of this coffeeshop opens to create an indooroutdoor experience for customers. This also allures people passing by providing a view into the interior space.



Service industries such as a hair salon can also create an interesting window display that adds to the character and appeal of the downtown area.



This storefront is well lit, has an interesting window display, pedestrian scale signage, and added vibrancy to the sidewalk with planters.



Appropriate Storefront Design

Create a Welcoming Front Door



Curtains covering the storefront windows creates an uninviting environment downtown. Moving the curtain back 2-3' could shade the interior but provide a backdrop for a window display.



Solid security doors are not appropriate in downtown storefronts.



Doors and windows should not be blocked with posters or signage in a downtown area. These types of posters do not add to the character of downtown.



Curtains should not block views into the interior space. If curtains are necessary, they should be used as a background for a window display.



Downtown storefront windows should not be tinted. Views into the interior space should be encouraged and highlighted with a window display.



The tremendous amount of merchandise displayed in this storefront appears chaotic and cluttered. Displays should be organized and curated to show a sampling of merchandise.



Appropriate Storefront Design

Create a Welcoming Front Door



This storefront display contains a tremendous amount of merchandise but does not appear cluttered. The well curated display uses seasonally themed elements and colors to unify the display.



This retail storefront creates an interesting display using balloons and merchandise.



Curtains or a temporary wall can create privacy or shade while serving as a backdrop for window displays.



Streamers or ribbon can be an inexpensive strategy for creating a background for window displays and adding separation from the interior space.



Recommendation

Encourage business and property owners to:

- Remove mirrored, reflective, or tinted glass treatments on storefront windows and doors.
- · Remove blinds, shades, or curtains from storefront windows.
- Update storefronts to include historically appropriate windows, doors, and materials.
- Encourage business owners to install creative, interesting, and vibrant window displays. Change displays seasonally to add interest.
- Work with business owners to properly light their storefront displays to create a nighttime atmosphere downtown.



Intersection Treatments

Ottumwa, Iowa

Downtown Ottumwa recently conducted a major streetscape redesign of Main Street. The addition of stamped concrete crosswalks, curb extensions, landscaping, brick paver sidewalks, street trees, decorative streetlights, benches, banners, and other streetscape elements have set an excellent standard for other streets throughout downtown.

The elements from the Main Street streetscape should be expanded to other streets over time. Understandably major infrastructure projects are costly and will likely take years to implement. Therefore, short-term treatments should be utilized to enhance the streetscape and intersections in Downtown Ottumwa.

In the short term, focus should be placed on intersection enhancements. Painted crosswalks and intersections call attention to important nodes, create safer crossings for pedestrians, and create additional opportunities for public art installations.









Intersection Treatments

Priority intersections could include:

- Main Street at Jefferson Street
- Main Street at Market Street
- 2nd Street at Jefferson Street
- 2nd Street at Green Street
- 2nd Street at Market Street

- 2nd Street at Washington Street
- Church Street at Myrtle Street
- · Church Street at Weller Street
- Church Street at Sheridan Street















Intersection Treatments

Crosswalks and Intersections

Given the amount of pedestrian traffic present in a downtown area, it is important that intersections are treated as special spaces since they are where pedestrians and vehicular traffic interact.

A variety of treatments can be installed to ensure that intersections are clearly visible to automobiles, provide a safe crossing area for pedestrians, and create an attractive node for the downtown area. Intersection treatments can range from basic striping to more advanced custom paver designs. All levels of treatments are acceptable and will work to enhance the safety and sense of place of the downtown.

At a minimum, ensure that all intersections in the downtown area are properly striped with crosswalks and signage where necessary. This is important to alert pedestrians and drivers that special attention should be paid to this area.

Basic Striped Crosswalks

A basic crosswalk is completely acceptable. White street paint should be used because it is more aesthetically pleasing than yellow "caution" paint. Basic street paint can be an immediate, low-cost option, but thermoplastic road marking material will have a much longer lifespan.







Intersection Treatments

Crosswalks and Intersections

Painted and Interactive Art Crosswalks

A common trend is to use crosswalks as an opportunity to incorporate public art and creative displays into the downtown area. These can range from a mural-type project to creative 3D optical illusion treatments. Painted crosswalks can have a tremendous impact with a modest budget. The lifespan of painted crosswalks will likely be less than 5 years depending on traffic volume.



Photograph via Hattiesburg (Mississippi) Pocket Museum





Painted crosswalks in Downtown Braselton, Georgia

Stamped Asphalt or Paver Crosswalks

Advancements with stamped asphalt techniques have provide a variety of cost-effective options for crosswalk and intersection treatments. While not a long-term material, this treatment can provide the look of pavers at a fraction of the cost. Be aware that the lifespan for stamped asphalt is likely less than 10 years depending on the volume of traffic.

While paver crosswalks are more costly, they are a long-term material, make a visual impact on the downtown, and create a quaint sense of place. A simple white border painted along the edges provide contrast making the pavers more visible.



The white stripe on either side of the crosswalk adds definition and highlights the pavers.





Intersection Treatments

Crosswalks and Intersections

Raised Crosswalks

In order to clearly signal to drivers that pedestrians are prioritized in the area, raised crosswalks are an appropriate alternative. These crosswalks are raised to the same level as the sidewalk creating a level crossing for pedestrians. This forces automobiles to slowly drive up and over the pedestrian crossing, causing them to slow to a safe speed, rather than pedestrians stepping down into the automobile-focused street.





Painted Intersection

Some communities have used street paint to create bold statements throughout their downtown intersections. Similar to the painted crosswalks, the entire intersection can be used as a canvas for public art. With paint, the possibilities are endless and can range from a simple logo to a large mural. The lifespan of painted intersections will likely be less than 5 years depending on traffic volume.



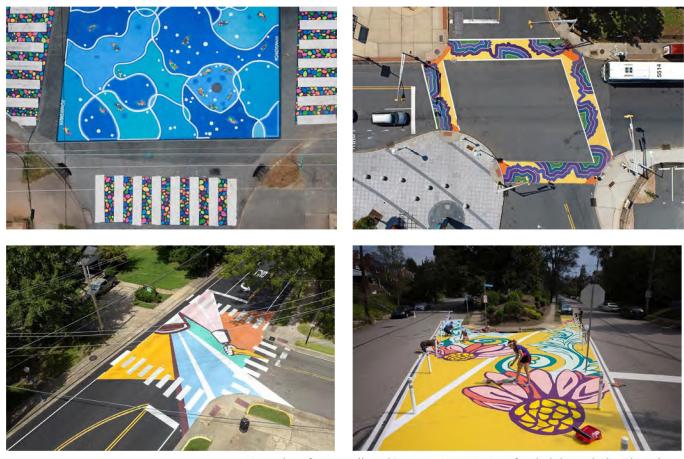


Intersection Treatments

Crosswalks and Intersections



Bloomberg Philanthropies is pleased to support 64 asphalt art projects in U.S. and European cities.



Examples of crosswalk and intersection paintings funded through the Bloomberg Philanthropies's Asphalt Art Program (https://asphaltart.bloomberg.org/projects/)



Intersection Treatments

Crosswalks and Intersections



Recommendation

Install creative crosswalks and intersection paintings along key nodes and intersections within the downtown core.

Now

- Ensure that all downtown crosswalks are properly striped with basic crosswalk markings.
- Add a white stripe to both sides of the new stamped concrete crosswalks along Main Street to better highlight and define the brick pattern.

1-3 Years

- Select 3 intersections for creative crosswalk and/or intersection painting installations.
- Ensure proper traffic markings (on-street parking, lane striping, etc.) are in good condition within the downtown core.

3-5 Years

• Select additional intersections for creative crosswalk and/or intersection painting installations.

On-Going

• Continue expanding the streetscape elements used along Main Street to other streets within the downtown core.

downtown strategies **FOCUS AREA 3: EXPERIENCE**



A place brand is the totality of thoughts, feelings, and expectations that people hold about a location. It's the character, reputation and the enduring essence of the place and represents its distinctive promise of value and sense of place. Most importantly, it's a valued promise that must be grounded in truth and reality. Downtown Ottumwa has improved significantly over the last 5 years; however, perception hasn't caught up with the improvements. Below is Ottumwa's playbook for enhancing existing branding and marketing efforts.

Three Stages of Place Branding

A city's image typically evolves in three sequential stages displayed below. It's easy to underestimate the importance of each stage. For example, the third-party credibility that comes with media coverage in the first stage can make or break a place brand.

Similarly, while some places may skip the second stage, no place can avoid the third. Sustaining a positive organic or marketing induced image, calls for the place to live up to its promises or expectations in the experiential phase.

Organic Image

- General awareness of the place
- Place history
- Natural resources
- Population
- Media coverage

Marketing Induced Image

- Advertisements
- Public Relations
- Websites
- Social Media
- Brochures
- Video

Experiential Image

· First-hand interactions people have with the place, events, stores, people, and the environment





Managing each stage of Place Branding

Organic Image

Managing the organic image of your community, or specifically your downtown, can be the most challenging. Perception equals reality, and many times, the community isn't aware of the great work being done to revitalize your downtown.

- Ensure your downtown is clean. Park in a public parking lot and walk through
 Downtown Ottumwa each workday morning. Are there weeds popping out of
 the sidewalk cracks? Are lights burned out? Is there trash and empty bottles
 lying around? These little things contribute to negative perception that can be
 perpetuated throughout a community and beyond.
- Build relationships with reporters. News reports, articles, and videos live on the internet far beyond the average news cycle. The "We Are Ottumwa" video on Main Street Ottumwa's website and YouTube, as well as news articles regarding downtown improvements are an excellent step. Continuing to build on these relationships with local reporters gives you the opportunity to have more control of the message being portrayed. Give local reporters a heads up when something good happens. Put press releases together, include high resolution photos, and give local reports exclusives when possible. This may help you craft the message when something not so great happens. Upon a quick Google Images search of Downtown Ottumwa, very few high-resolution photos appear that portray the organic image of Downtown.
- Make annual presentations to civic organizations. No one can tell your story better than you. Request to make a presentation to Rotary Club, Kiwanis Club, the Chamber Board, and the City Council annually to share progress, accolades, and results of your revitalization work. Focus on stories, experiences, and anecdotal information, rather than a report of upcoming events. This will keep negativity at bay and will provide positive news coverage for your downtown. Create a leave-behind of bulleted talking points so the memberships will start perpetuating your message. Talking points could include many of the figures from quarterly Main Street America reports, such as dollars invested, jobs retained, jobs created, and bulleted items that display successful implementation of this plan.



Managing each stage of Place Branding

Marketing Induced Image

The marketing induced image phase is when you get to determine the future and brand of your city. This is where Ottumwa has the biggest opportunity. In this phase, city or downtown leadership is in the driver's seat, and an aggressive, strategic and consistent approach to messaging and imagery is created and delivered to start to shift the narrative.

- Determine your brand. A brand is not a logo or a tagline. Those are tools in the toolkit, but an overall brand tells a story of who you are as a community, or who you want to be. Ottumwa's O! brand is strong and well-implemented throughout the city. But what is the image that that logo conveys? What is the story associated with it? Once the brand is created, it must be adopted by multiple entities in the community. Brands can cross entity or organizational lines; in fact, they should.
- Implement the brand across every visual platform. Your brand kit should also include a style guide which lists 2-3 fonts, colors, and brand marks/icons/logos that are acceptable for use. Utilize only these elements. Event promotions can have their own look, while still incorporating the brand fonts. The brand marks should be on every piece of visual collateral that goes out. This includes social media graphics, videos, posters, etc.
- Create a strategic plan for furthering your brand. Every local event that is hosted under your umbrella should strategically further the brand, not just feature the logo. Every dollar spent on advertising should strategically enhance the brand. Sticking to the playbook strengthens the messaging and ultimately ensures that the third phase is another layer of your brand. Content creation is a vital part of furthering your brand. Write articles, blog posts, social media posts with photos and video, and itineraries or "Top 5 Reason to....." pieces and store them on your website. These items are searchable and will appear on a Google search more frequently than a social media post

Case Study: "Starkville, Mississippi's College Town"

Starkville, Mississippi experienced a re-branding with the new image of "Mississippi's College Town." The successful implementation of the brand story into multiple strategic aspects of programming, messaging, and Town and Gown relations, led to a significant revitalization in Downtown Starkville. Since then, more than \$150 million in private investment has been dedicated in new developments, adaptive re-use projects, and businesses.





Managing each stage of Place Branding

Experiential Image

The experiential image phase requires city and community leaders to create opportunities for residents and visitors to experience the aspects of the brand story that the place is touting.

- Plan events that further your brand. If your brand centers around the historic nature of your community, your events should shine a light on the historical assets of your community. If you brand centers around the natural resources present in your community, events should capitalize on those resources and require the visitor to experience them. Events should be strategic marketing tools, not just an opportunity for people to have fun in your downtown.
- Make it easy for the visitor or resident to know remember your brand.
 Messaging is key in the experiential image phase. Tell your visitors what you want them to repeat. Talking points should be tight and memorable. Use them over and over in event promotions, on signage, in advertisements, and in event collateral. It's all about creating an experience that tells your story. Your control the narrative.
- Tie it all together in person and in digital. Live tweet your events using photos
 and video along with your brand talking points. Align with power social media
 users and influencers to amplify your story and talking points. Follow-up events
 or big weekends with a Facebook album of photos. The caption should highlight
 your brand talking points.

Finally, listen to the feedback on social media. Engage positively with users. Perception equals reality, so keeping a pulse on the narrative being portrayed is critical for success.



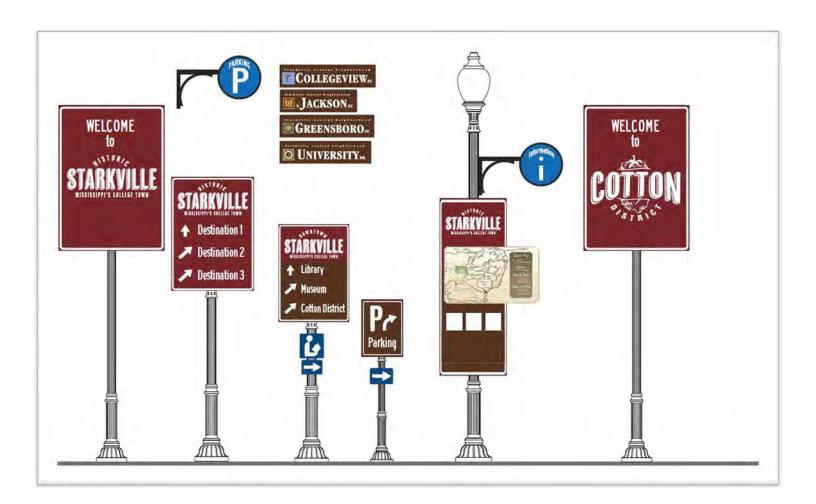
Recommendation

Aggressively implement your brand and brand story, utilizing these strategies for each phase of the place branding process.



Place Branding

Case Study: Starkville, Mississippi's College Town



Visual Representation of the Brand

To fully implement and integrate the brand, begin with visual implementation. In this case, Starkville developed a wayfinding signage system that portrays the visual brand marks and highlights the nature of the college town brand, pointing to the college and other destinations that align.



Place Branding

Case Study: Starkville, Mississippi's College Town







Creating the Experience of the Brand

Next, a redesign occurred of event material, and the event schedule was evaluated. Are all or most events contributing to the brand story? Or are they just fun events that create a crowd? Make sure that all messaging in event promotion points to the brand story.



Place Branding

Case Study: Starkville, Mississippi's College Town











Remind them of the Experience of the Brand

Photography and video are queen and king of place branding. Hire a photographer to take photos at events. Post these high-resolution and high-quality photographs on social media. Create albums, ask attendees to tag themselves, and continue to remind the public about the experience that occurs when visiting Downtown Ottumwa.



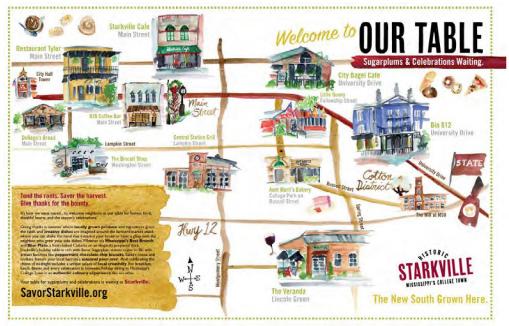
Place Branding

Case Study: Starkville, Mississippi's College Town





Welcome to Starkville @bethmowins! Hope you enjoy the @TheBiscuitLady sweets! #SavorStarkville



Give the Public Talking Points to Repeat your Brand

Visual representation and experiential understanding of the brand will go a long ways. Now you need to partner with influencers and tell them how to repeat your brand. Media kits, social media campaigns, and aligning with power users will spread your brand story further than you could ever imagine.



Wayfinding Signage

Wayfinding in downtown landscapes proves to be critical beyond basic navigation. Identification and information represented in elements such as monuments, directional systems, directories, interpretive and even regulatory signs enrich our experiences with downtown environments.

In order to create a successful wayfinding system, even in an age of smartphones and GPS, physical wayfinding elements and systems strengthen brands by improving the legibility, navigation, understanding, and accessibility of the environment.

Wayfinding Signage Systems

- Reinforce an area's defining history, architecture, and landmarks
- Help the public find parking, improve traffic flow and ease the transition between car, pedestrian and transit use
- Reduce visual clutter with clear and consolidated information.
- Create an opportunity to visually launch the community's brand



Ottumwa, IA existing wayfinding signage prototype.



The existing downtown street signs with the "O!" icon and branded public parking signs are a great example of a wayfinding signage system component.



Wayfinding Signage

Enhancing Downtown Gateways

Gateways define the edge and entryways into a city or downtown and create a theme or signature element to notify travelers that they are entering a special place.

Gateway elements should identify key entries into the downtown, convey a sense of identity for the community, and provide information to the public.

Gateway treatments can be provided in a variety of styles and can vary at each entry point. Large monuments or cross-street structures can be used to indicate entry into the downtown, or treatments can include simple interventions such as signage, streetscape enhancements, or roadway treatments stamped crosswalks or street art.

Landscaping and plantings, structures, or lighting can also be used to provide visual transition points within the Downtown as well as with adjacent or interior districts.









Often the treatments begin with simple elements and then layer additional elements as visitors arrive closer to the downtown core.

A great short-term enhancement is to install banners on existing utility poles. Banners are often seen in the downtown area, but strategically placing them along major corridors can expand the downtown brand and entice visitors to continue along the corridor into downtown.

As visitors arrive into the downtown area, key gateways can be created at major intersections and thresholds in the district. Gateways announce key nodes along the downtown boundary. Short-term treatments can include landscaping, banners, sculpture/public art, murals, and signage. Over time larger investments can be made in roadway enhancements, public art, entry signage, gateway structures, and other treatments.





Wayfinding Signage



Recommendation

Implement a comprehensive wayfinding signage system focused on guiding visitors to Downtown Ottumwa, public parking, and area attractions. The system should include street signs, parking signs, directional signs, and gateways signs. Incorporate the existing brand and color palette into the design concepts.

Now

- Ensure all street signs and public parking signs within the downtown core follow the custom branded style with the "O!" icon.
- Identify key gateway nodes into the downtown area along major corridors and bridges. Determine which locations are best suited for gateway signage and which locations are key sites for public art installations.

1-3 Years

 Install gateway signs or public art at gateway nodes along key corridors which could include S Wapello Street Bridge, Market Street Bridge, N Wapello Street, 2nd Street, and E Main Street. These should be phased in over time starting with the high traffic corridors and intersections.

3-5 Years

- Create a city-wide comprehensive directional wayfinding signage system to connect visitors to Downtown Ottumwa and key attractions. Initial phase should focus on key corridors throughout the city.
 - Key attractions could include the Des Moines River, trail systems, Indian Hills Community College, Amtrak Train Depot, Canteen Alley, and other features.



Public Art Opportunities

Creating Engagement Through Art

Ottumwa, Iowa

Ottumwa has a strong foundation in the arts. The commission of a Herbert Ferber sculpture in the 1970s set the stage for the Ottumwa Sculpture Trail which attracted talented artist from around the region. More recently, the Ottumwa Arts Council and Ottumwa Streetscape partnered to install public art sculptures in Canteen Alley.

Two-dimensional art is an important layer in creating a vibrant downtown, but it is common in downtowns around the country. Ottumwa's use of 3D artwork through the Main Street Sculpture Project creates a unique attraction and should be celebrated.

The Canteen Alley sculptures were created by artist Daniel Miller, a sculpture professor at the University of Iowa. Additional partnerships with the University of Iowa should be explored. Ottumwa is also home to successful metalworks artist Steve Huffman. Highlighting local and regional artists should be a short-term focus of the community. Works from several other artists are featured throughout the downtown area.

Organizing an annual (or other timeframe) sculpture trail promotional program similar to Clayton, North Carolina's Annual Downtown Sculpture Trail should be explored. The framework for this effort has been established through the existing Street Art Self-Guided Tour featured on the city website.

Additionally, initiatives focused on permanent as well as temporary murals should be explored. This could include preserving ghost murals/signs, maintaining existing artwork, adding interactive and engaging murals, or adding murals installed on panels that are changed on a regular basis. This comprehensive approach to public art allows Ottumwa to capitalize on and highlight local artists. Again, a strong foundation has been set through existing installments around Canteen Alley and the downtown area. Ottumwa obviously has strong roots in the arts that should be celebrated and highlighted by continuing to expand opportunities to showcase various forms of artwork.







Examples of existing artwork throughout Downtown Ottumwa.

Public Art Opportunities

Creating Engagement Through Art

Selfie Wall

"Selfie walls" are an exciting trend in communities around the country. Aimed at engaging people, particularly the younger generations, and generating traffic via social media, selfie walls are murals that encourage visitors to take selfie photos. Often, they are very simple in design and display the community or district name or an inspirational message. These installations can generate a buzz on social media and serve as a destination for visitors traveling nearby.

Corinth, Mississippi enlisted the services of a local artist to design an interactive mural in a prominent location downtown in order to attract and encourage engagement from visitors. The mural featured a Coca Cola theme which is a nod to Corinth's history as one of the first bottling locations in Mississippi. The pouring of the bottle encourages visitors to interact with the mural in photographs. The artist also included a hashtag message "#enjoycorinth" which encourages visitors to include that hashtag in their social media posts. This allows community leaders to easily monitor social media traffic related to the mural which gives them insight into the typical audience visiting the location.

Some downtowns feature a "Welcome to Downtown _____ " or "Greetings from _____ " (representing a vintage post card) as the focal point mural in the downtown area. These types of murals present the perfect opportunity to launch a new logo, color palette, or brand.

Many college towns incorporate the community college's logo, rally cry, or slogan into a mural. This creates a visual town/gown connection, but it also generates traffic for downtown. The mural will almost certainly be a popular location for students, fans, and tourist to visit during athletic events, orientations, graduations, and other big events.

Potential inspiration & ideas:

- Ottumwa logo
- "Welcome to Downtown Ottumwa"
- · Outdoor recreation theme
- River theme
- Indian Hills Community College logo









Examples of Selfie Walls or "Welcome" murals in various communities. These types of murals encourage engagement from visitors, evoke community pride, and illustrate that downtown is a special place.





Creating Engagement Through Art

Temporary Selfie Station and Photo Opp



Utilizing a temporary selfie station is a creative, low-cost strategy to engage visitors and encourage social media posts creating the perception of activity and vibrancy. A selfie station is a small display or backdrop designed to encourage visitors to pose and take photographs and selfies. These photographs will likely be posted on social media, which generates web traffic and serves as advertising for the downtown area. Incorporating a hashtag slogan can direct social media traffic toward a specific message allowing organizers to monitor traffic, engagement, and visitors. QR codes can also be added to direct visitors to the downtown website, tourism page, or events calendar. Sponsorships could also be accepted to offset the cost of the station.



- Ottumwa's "O!" icon
- · River and outdoor recreation themes
- Community college theme for orientation, graduation, and events.
- High School theme for homecoming and graduation
- Holiday themes (4th of July, Valentine's Day, Back to School, Christmas holidays, etc.)













Temporary and Small-scale Art Installations

Many downtown areas have encouraged small scale art installations. Painting utility boxes and fire hydrants are often used as a first step. Chalk art, yarn bombing, and other creative expressions can create interesting short-term attractions. Partnering with TSU could identify potential opportunities for art students to lead these efforts.













Public Art Opportunities

Creating Engagement Through Art

Murals

Murals are a typical first step in any downtown area attempting to incorporate public art into the district. Murals add visual interest to a blank wall or key location; add a sense of activity and vibrancy; announce arrival to a special place; highlight key attractions and assets; highlight a new logo or brand; or simply serve as a "Welcome" greeting.

It is important to keep the design of these mural simple. Simple text and imagery with attractive and vibrant color palettes create the most engaging murals. Consider the long-term maintenance of the artwork. Paint-by-number style murals are much easier to maintain than artistic murals with shading and gradients. It is important to enlist the services of a professional artist with large-scale mural experience is needed to design the artwork and the initial installation. Artwork with shading and gradients will always require the skilled hand of a professional artist to maintain and update, which can be expensive. Paint-by-number style artwork can be maintained, touched up, and refreshed over the long term with limited artistic ability since the work involves painting large shapes with a single color.

The cost of murals can range from \$2,500-5,000 for typical sized artwork to over \$10,000 for a large mural the size of a building. Always review the artists portfolio of similar work and ask for references.













Creating Engagement Through Art

Heat Applied Graphics

Advancements in technology have opened the door for a wide range of creative signage and art projects. Heat applied graphics, like heated vinyl, allow a seemingly endless range of possibilities for murals and public art. These graphics are printed on panel rolls similar to wallpaper and applied using a specific heating process so that the material adheres to the brick, block, or other material. The adhesion allows the texture of the material (brick, concrete block, etc.) to show through giving the mural a painted appearance.

Anything from artwork, logos, graphics, or photographs may be printed on the material. The same heat treatment is used to remove the sign without damaging the wall surface. This process can also be used indoors without damaging sheetrock walls. This type of project requires a partnership with a qualified professional installer.

Heat applied graphics allow for murals to be installed without permanently painting the wall surface which may be more appealing to partnering property owners. The semi-permanent nature also allows for a wider variety of artwork and uses. Some communities have used the opportunity to display seasonal events calendars in the downtown area. Something that would not have been practical with traditional mural treatments.











Examples of heat applied graphics. This technology allows for a wide range of artwork to be installed as a semi-permanent mural. The result allows the wall texture to show through making the artwork appear hand-painted. The graphics are easily removed without damaging the wall surface.





Creating Engagement Through Art

Ghost Sign Restoration

Many downtowns have faded murals from the past referred to as "Ghost signs." These are typically business signage or advertisements from the early 1900s. Historic signs from companies like Coca Cola are well known, but signs from local companies and other types of businesses are important chapters in the downtown's history. The patina of these signs adds to the unique character of the downtown and create a sense of place in the downtown area.

These murals/signs should be preserved and restored when appropriate. A qualified artist with restoration experience should be enlisted for this type of work. Preserving and restoring these signs is an important piece of historic restoration and creating an authentic experience in the downtown area.





Sculpture

Many communities utilize two-dimensional artwork to add vibrancy to their downtown but overlook opportunities for 3D art. Sculptures located at key locations throughout the downtown (and community) can create a unique experience for visitors and add visual interest to the district. Partnering with local arts councils and universities can create opportunities for showcasing local artists and create an attraction for downtown.

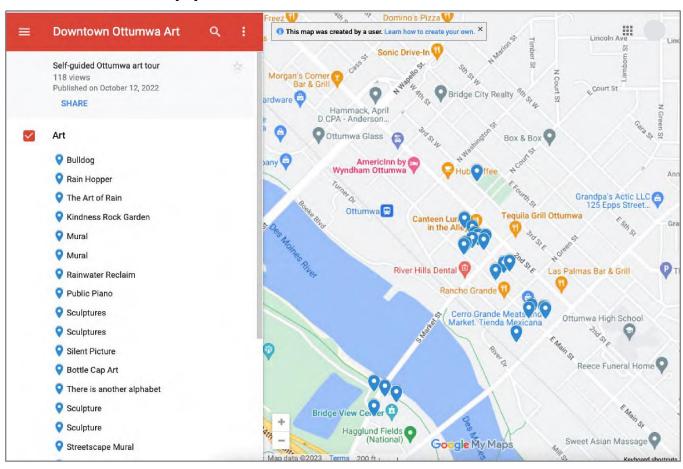
Clayton, North Carolina's Public Art Advisory Board hosts an annual Downtown Sculpture Trail which places sculptures throughout the downtown area. The program started small and has grown to include 12 sculptures by artists from around the country. Artists submit their artwork to the advisory board who selects the artwork for the year. The sculptures are placed in strategic locations throughout the downtown district which encourages visitors to explore the area. A brochure with a map is also created to identify the locations, artists, and artwork.

Cleveland, Mississippi partnered with their local university, Delta State University, to create a similar program. Sculpture installations are placed throughout the downtown area and community to create a seasonal attraction for visitors.





















The existing Street Art Self-Guided Tour map serves as a strong foundation for future promotional material as well as identifying locations for future artwork.





Creating Engagement Through Art



Recommendation

Continue to showcase local and regional artist through public art initiatives. Create additional spaces to house three-dimensional artwork, especially at key intersections and nodes leading into downtown and throughout the downtown core. Continue to expand the use of murals and two-dimensional artwork throughout the downtown core. Strategically located artwork in a manner that creates a trail throughout the downtown core, along the river, and throughout the riverside parks.

Now

- Identify potential locations for a simple Ottumwa-themed "Selfie Wall" mural. Highly visible locations should be prioritized.
- Install a temporary "Selfie Station" downtown for 4 weekends during the upcoming year. The 4 stations could be focused on major events such as IHCC orientation or graduation, festivals, or holidays.

1-3 Years

- Install a Downtown Ottumwa-themed Selfie Wall mural in a prominent downtown location.
- Identify and map locations for other potential mural or sculpture installations throughout downtown. Use artwork to create a trail loop that connects the downtown core with the river, bridges, parks, and Church Street District.
- Use the existing map of public art to create a promotional guide to public art locations throughout Ottumwa.

3-5 years

· Organize the Ottumwa Sculpture Trail as an annual event.

Parking Lots as Event Spaces

Activating Spaces

Parking lots serve an important need in any downtown. Surface lots provide opportunities for downtown employees to park so that vital on-street parking is available for customers. They also provide opportunities for long-term and overflow parking during high traffic time periods.

While parking lots are important, many times they sit empty or vastly underutilized. The large spaces they occupy present a tremendous opportunity for pop up events. These types of events bring activity to downtown while not disrupting the downtown storefronts.

Opportunities for utilizing city-owned downtown parking lots as event spaces should be explored.

Parking lots also provide opportunities for incremental retail development along the street frontage. This activates the street and provides micro-retail opportunities for entrepreneurs. A common example of this type of activity is food trucks but could also include semi-permanent treatments such as shipping containers or cottages. These treatments can line the street frontage of the parking lots to activate the street and connect different areas of downtown.



An example of a surface parking lot in Downtown Ottumwa.



thompsonplacemaking.com

Graphic created by Mike Thompson (thompsonplacemaking.com) illustrating incremental retail growth from temporary vendors to a mixed-use development.



Parking Lots as Event Spaces

Examples of pop-up events





Examples of food truck parks





Examples of shipping container retail spaces







EXPERIENCE

Parking Lots as Event Spaces

Examples of semi-permanent vendor spaces







Recommendation

Host pop-up events in city-owned downtown parking lots.

Explore options for activating the street frontage of downtown parking lots by adding semi-permanent micro-retail space.





Extended Business Hours



Recommendation

Work with downtown retailers and restaurants to commit to being open during community events. Select approximately 5 events to serve as pilots. Promote the businesses that are participating in a variety of media (print, web, social media, etc.). Encourage outdoor merchandise displays, signage, and outdoor seating to add vibrancy to the sidewalks.

A common challenge with many downtowns is that business owners maintain the same hours regardless of local events or additional opportunities. Oftentimes a business closes at 5:00 p.m. even on the day of a community festival or event when additional visitors are in town. When these visitors are welcomed with a downtown full of closed businesses, it presents a negative first impression.

Community leaders must work with local business owners to understand the importance of providing a positive impression on visitors and identify strategies for capitalizing on the increased traffic to the area.

Owners of small businesses often struggle to maintain a work-life balance so time away from the business is important, however, for the overall good of the downtown it is important to reach a compromise.

A short-term strategy is to work with business owners to extend their hours during important community events. This will likely only occur a few time throughout the year, which is a reasonable sacrifice for the business owner. Encourage them to include outdoor signage and merchandise displays on the sidewalk to increase the vibrancy of the downtown area. In return, the organization responsible for downtown initiatives (Main Street Association, Downtown Business Association, etc.) brands, markets, and promotes the event.

One community, a college town, created a "Brunch & Browse" event on Sundays following home football games. This occurred on a day that most businesses were closed despite tens of thousands of visitors being in town. The Main Street Association convinced the retailers and restaurants to commit to being open on the 6 home football game weekends in order to test the concept. The event was a huge success and one of the largest revenue generators for the businesses.



Outdoor merchandise displays, balloons, or a sandwich board sign can alert visitors that the store is open during special events.



downtown strategies

FOCUS AREA 4: ACTIVATING VACANCIES

Targeted Industries for Downtown

TERMS:

Custom Trade Area: Who is currently spending money on general merchandise in the community. Who are they and where do they live?

Gap Analysis: What do the people living within the Custom Trade Area spend money on outside of the Custom Trade Area? Where is money "leaking" out of the community?

Market Analysis

When recruiting national retail to a community, an extensive Market Analysis is used to identify current consumer trends, a profile of current consumers, Custom Trade Area (who is currently shopping in the community), and a Gap Analysis (Leakage Report).

Community leaders should utilize the same data to inform decisions about business growth, development, and recruitment for the downtown area. The Market Analysis chapter of this Strategic Plan identified this information based on the Custom Trade Area from a major general merchandise store within the community.

Customers who are regularly shopping in the community for general merchandise, are a great target audience for downtown businesses. The Gap Analysis identified which retail categories people within the Custom Trade Area are currently leaving the trade area to buy. In other words, what are these people spending money on outside of the community? Since local customers are currently spending money on goods and services outside of the community, it is reasonable that they would spend that money locally if those needs were offered. Below are the top retail categories identified in the Gap Analysis that would be excellent targets for downtown.



clothing



health & personal care



limited-service restaurant



beer, wine and liquor stores



specialty food stores



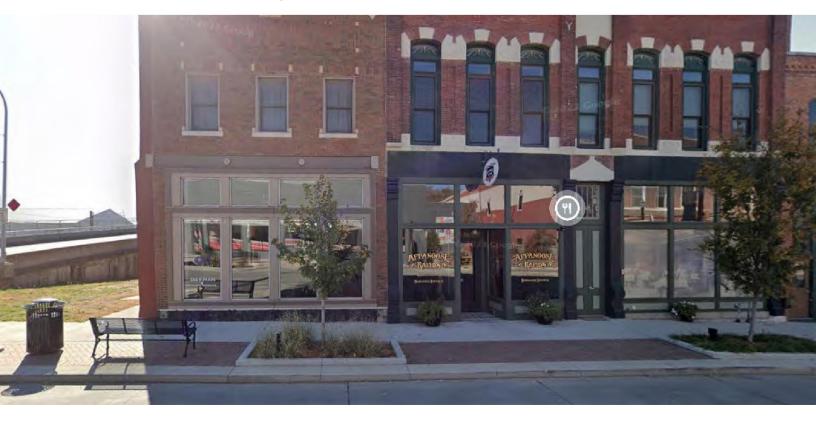
Recommendation

Any business recruitment strategy, effort, or incentive should prioritize the top retail categories identified through the Gap Analysis.





Real Estate Analysis



Former Appanoose Rapids Restaurant

Site Address 334 E MAIN ST OTTUMWA, IA 52501 Parcel No. (APN) 007411240298000

Land Use COMMERCIAL, STORES, RETAIL OUTLET

Buildings None Building Area 3,302 SF

Lot Area 3,278 SF (0.07 ACRES)

Adj. Lots Owned NONE Year Built 1920

Year Built 1920

Owner (Assessor) JENKINS, FRED

Owner Address (Assessor) 420 N 12TH ST CENTERVILLE, IA 52544

Last Market Sale 10/5/10 for \$62,000

Total Assd. Value \$161,090

- Unique turn-key restaurant opportunity.
- Has built out kitchen, with an immaculately maintained restaurant floor and turn of the century wooden bar.
- Has a dedicated entrance in the rear of the property with a large outdoor patio that overlooks the nearby train tracks, trail, Bridge View Center, and Des Moines River.
- Offers ample parking for guests in a city-owned maintained parking lot.
- The parking lot offers a dedicated and covered dumpster enclosure for trash and grease trap removal.
- Excellent frontage to the highest traffic count corner in downtown Ottumwa, with 10,700 cars driving by the space annually.
- Also boats excellent walkability via a recently redone Main Street, and a pedestrian walkway over the Jefferson Street Viaduct to the Church Street District.
- Nearby restaurants service over 38,000 annual visitors pulling frequent customers from over 40 minutes away.
- This is a special space and the most move-in-ready restaurant space in town offering unmatched amenities.

ACTIVATING VACANCIES

Real Estate Analysis



Canteen Alley Adjacent Lofts Ground Floor Retail Space

Site Address 117 E MAIN ST OTTUMWA, IA 52501

Parcel No. (APN) 007411240275000

Land Use COMMERCIAL, STORES, RETAIL OUTLET

Buildings 1 Building

Building Area 19,557 SF

5,940 SF (0.14 ACRES) Lot Area

Adj. Lots Owned 7 (1.03 TOTAL ACRES)

1900 Year Built

PARKVIEW PLAZA INC Owner (Assessor)

Owner Address (Assessor) 107 E 2ND ST OTTUMWA, IA 52501

Last Market Sale 9/20/16 Total Assd. Value \$748,310

- 4,000 square feet of retail space.
- Currently in need of being built-out, but willing to build to suit for quality use.
- High ceilings, historic building.
- Great opportunity to demise the property into two uses, between 1,500 to 2,000 square feet each.
- Next door to a unique amenity in town via Canteen Alley.
- Directly adjacent to the most public art featured in the community.
- Alleyway could be shut down to car traffic for events and opportunities for outdoor dining, or an entertainment/consumption district.
- Has multiple upper-floor residential units which provide a daily customer, as well as being a block away from the Hotel Ottumwa.
- There is ample parking along Main Street, as well as a city-owned parking deck.
- Direct access to the iconic Canteen Alley lunch via the adjacent alleyway.
- Has dedicated parking via an alleyway, and a dedicated area for dumpster Leasing strategy should consider recruiting tenants to address the millions of dollars in retail leakage in categories such as clothing, health & personal care, restaurants, and beverage stores.





Real Estate Analysis



Former McCarroll Brothers- Rippling Waters Owned Property

Site Address 317 E MAIN ST OTTUMWA, IA 52501 Parcel No. (APN) 007411240241000

Land Use COMMERCIAL, STORES, RETAIL OUTLET

Buildings None Building Area 3,663 SF

Lot Area 2,640 SF (0.06 ACRES)

Adj. Lots Owned 3 (0.22 TOTAL ACRES)

Year Built 1890

Owner (Assessor) RIPPLING WATERS PROPERTY DEVELOPMENT LLC
Owner Address (Assessor) PO BOX 634 OTTUMWA, IA 52501

Last Market Sale 11/8/17 for \$10,000

Total Assd. Value \$53,080

- Property that has been stabilized by Rippling Waters Development.
- Offering a white box and build-to-suit opportunity for the right user.
- Excellent storefront windows, with a recessed entry way for showcasing items or bistro tables.
- Direct midblock access from ADA compliant crosswalk and infrastructure improvements.
- The Interior of the space is split level, with a likely 1,000 square foot showroom, and at level restrooms.
- Has a basement for storage or other use.
- Mid story walk up area that could also serve as the back of house, deliveries, or more retail space.
- Has an excellent back area for loading and unloading.
- The upper floors have already been remodeled, and there is al



ACTIVATING VACANCIES

Recruiting Retail Downtown

Retail leads can be broken down into four general categories:



Existing Businesses within or near the business district

Often the best leads are found near home. Leads might include existing businesses seeking more space or a better location in the business district. The district's business owner survey as well as ongoing conversations and personal contacts of the recruitment team, chamber of commerce and other economic development professionals can help identify these leads.



Emerging Entrepreneurs

Downtowns and business districts are often attractive to independent businesses. Accordingly, leads might include home-based or garage-based businesses seeking more fitting space and a convenient location for their customers. These leads might include managers of existing businesses wishing to go into business on their own. Commercial lenders, business schools, Small Business Development Center (SBDC) counselors, Main Street program business specialists, Service Corps of Retired Executives (SCORE), chamber of commerce and other public or private small business professionals should be asked to help identify these leads.



Existing Local or Regional Businesses

Local or regional businesses, particularly those that have branch stores and are ready to expand, are often excellent prospects. These business operators typically have a good knowledge of the market area and may already have multiple stores. They are often interested in expansion as a way to improve their penetration of the market. These leads can be identified through your team's knowledge of the business mix in other communities in the region and information collected from your local consumer research. In addition, realtors, commercial brokers, sales representatives and supplies that work within the region can be helpful. Sometimes ads in regional business, real estate and regional lifestyle periodicals can generate leads.



National Chains

If local or regional businesses are not interested in expanding, larger national chains can be contacted. It is important to be realistic about the kinds of chains that might be interested in a small community as their market, store size and parking requirements may preclude them from considering your district. Leads can be identified through directories and private databases listing chain site selection criteria and contacts. In addition, leads can also come from commercial brokers, trade shows, "deal making forums," and conferences such as those offered by the International Council of Shopping Centers.



Downtown Economic Development

Almost every downtown desires to have more retailers, restaurants, and other businesses. Ideally this growth would happen organically as the perception and reputation of the downtown shifts to become a destination. Building a strong sense of place within the downtown is important. The downtown should be clean, inviting, safe, and attractive. The properties and buildings should be well maintained and ready for tenants. The area should be active and frequently used for events. While all of these elements are important pieces of the puzzle, communities can also take an active role in recruiting businesses to the downtown.

Many communities have successfully targeted specific businesses in nearby cities or regions and recruited them. This could be a relocation, convincing the business to open a second location, or convincing them to open another concept in the new community.

Successfully pitching the community to this business requires a structured and organized presentation of data. The new business doe not just need to hear the feel-good stories about your community, they need to know if their concept can financially survive and thrive in your community. When recruiting national retailers to a community, they focus on the market data including the custom trade area (who is currently spending money in your community), demographics, community profiles, real estate analysis, and available properties. A similar approach can be taken when attempting to recruit a local business to your downtown.

Ottumwa's Business Recruitment Packet should include information relevant to recruiting a potential business in an easy-to-follow format. The packet should include:

- Market analysis data summary
- · Map of the Downtown Ottumwa district
- List of available properties with real estate information
- Guide to necessary approval processes
- Guide to available incentives and programs
- · Point of contact information



Recommendation

Create a custom Business Recruitment packet that can be distributed to targeted retailers. restaurants, and other businesses. The packet can be used to personally recruit specific businesses from the region or elsewhere in the community.

ACTIVATING VACANCIES

Retail Ready Real Estate

White boxing a commercial property's vacant space is beneficial because it creates a neutral space that can be easily customized by potential tenants. It helps to save time and money for both the property owner and potential tenants by preparing the space for occupancy ahead of time. Additionally, white boxing a space increases flexibility, allowing for different types of businesses to use the space, and helps to differentiate the property from others in a competitive market. This information is meant to guide Main Street Ottumwa's effort to connect entrepreneurs and prospects with property owners. Its also meant to guide organizations like the Legacy Foundation and Rippling Waters as they look to renovate ground floor space for the best tenant fit.

Typical Landlord's Expense

- · Roof replacement and repairs
- Structural systems such as columns, beams, rafters, and joists
- · Fire sprinkler system when a change of use
- Exterior doors
- · Electrical and low-voltage service
- Mechanical and plumbing service
- Storefront restoration or rehabilitation
- Landscape improvements/restoration
- Parking lot improvements, especially where improvements lead to better compliance with local codes and improve safety and access
- Screening of service areas such as utilities and trash containers
- Installation/restoration of architectural features
- · Installation of traditional awnings
- Masonry restoration or repair
- Painting, in conjunction with other restoration or rehabilitation
- Maintenance and preservation of historic signs
- Construction of accessibility improvements to the exterior
- Floor slab

Typical **Tenant's** Expense

- · Interior plumbing and connections
- Interior gas and connections
- · Painting and decorating
- Storefront displays or backgrounds
- Temporary services during tenant construction
- · Electrical equipment
- Tenant signage
- · Interior floor finishes
- HVAC systems and ductwork
- · Necessary trade fixtures and furnishings
- Utility services not already provided by Landlord
- Restaurants- connection to grease systems not provided by Landlord
- Restaurants- commercial hood and fire suppression
- Fire alarm modifications
- Changes to code from tenant use
- All modifications to existing conditions when delivered by Landlord



Retail Ready Real Estate

What are Prospects Looking for?

Boutiques

- 500-2,500 Square Feet
- Excellent Storefront Windows and Visibility for Merchandise
- Strong Co-Tenancy with Other Boutiques or Restaurants
- Dedicated Back of House for Storing Products and Omnichannel Sales
- Loading Dock or Area for Deliveries

Coffee Shop

- 300-1,750 Square Feet
- Dedicate around 15 square feet per customer
- 200 square feet for coffee production and storage
- Excellent Visibility
- Excellent Walkability
- Excellent Access
- Dedicated Parking or Drive-Up Space for Carryout
- Synergy near multiple or large employer(s) or student population
- Near AM traffic

Restaurant

- 1,000-3,000 Square Feet
- Dining room 60% of Total Area
- Dedicate around 12 square feet per customer
- Commercial Kitchen with Exhaust Hood
- Above Ground Grease Trap
- Dedicated Waste Removal Space (at least 4 yards)
- Patio or Outdoor Dining Offering
- Dedicated Parking or Drive-Up Space for Carryout
- Synergy with other PM retailers

ACTIVATING VACANCIES

Demising Walls

Creating a Smaller Footprint

Almost every downtown wants more retail space but struggles with a lack of available properties. This is typically due to either untenantable spaces, oversized vacant properties, or an overabundance of service industries (attorneys, office space, etc.). Could adding a simple wall solve some of those challenges?

Oversized Spaces

Most pre-WWII buildings in historic downtowns were built using a similar pattern. Average storefronts are typically 25-35' wide and the buildings are 75'-125' deep resulting in an overall square footage of 1,800-4,300 square feet. While these large spaces met the needs of retailers in the past, they are much too large for current retail trends.

Entrepreneurs, start-ups, retailers, and other small business ventures need a much smaller footprint than what has been desired over the past several decades. Larger space equates to larger rent costs and the lack of start-up capital is a barrier to entry for many small businesses. This creates a major challenge for many downtown areas experiencing vacancies or a lack of retail space. As odd as it sounds, downtown properties often have too much space to attract retailers and small businesses.

Current businesses are desperately searching for spaces of less than 1,000 square feet in order to keep their overhead and startup expenses low, but the available downtown building stock is comprised of large spaces, often in need of extensive renovations.





The buildings in Downtown Lindsay, California (left), and Sandersville, Georgia (right), both show examples of the typical downtown building footprint. Typical buildings have an average storefront width of 25' and a 100' depth.

ACTIVATING VACANCIES

Demising Walls

Creating a Smaller Footprint

How can community leaders combat this challenge of having spaces that are too large to meet current retail trends? A successful short-term strategy that many communities are implementing is using demising walls to break up the large building footprints into a more manageable space for small businesses.

A demising wall is a specially constructed wall that separates two different uses or occupancies. Community leaders can work with property owners to add demising walls to their oversized spaces to create a smaller storefront unit.

There are several benefits to this approach.

- Allow property owners to renovate a small portion of the building rather than expansive renovations.
- Provide small spaces for start-ups and allow for expansion over time.
- Activate vacant storefronts adding vibrancy to the downtown area
- Provide low-cost units for start-up businesses



A typical storefront vacancy in a building that is too large for many modern-day retailers or start-ups.

Storefront Office Space

Many downtowns, especially county seats, struggle with a lack of retail space due to the overabundance of storefront office space. Attorneys, real estate agents, doctors, and other offices are a valuable piece of the downtown fabric because they bring people downtown and add 8:00 a.m.-5:00 p.m. customers. However, they often dominate the storefronts of downtown making it difficult to add retail businesses.

Oftentimes these service industry businesses do not need the large square footage they currently occupy. Some communities have encouraged these businesses to reduce the square footage of their office and add a demising wall to create a small storefront space. This small square footage space adds much needed retail space to the downtown and generates additional revenue for the property owner.

Main Street Alabama worked with several member communities to create a sample pro forma showing the potential revenue that could be generated for the property owners by adding the additional storefront unit. Other incentives such as grant program to fund the addition of demising walls could be implemented to spark to addition of retail space downtown.

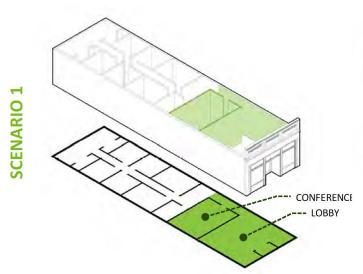
Demising Walls

Creating a Smaller Footprint

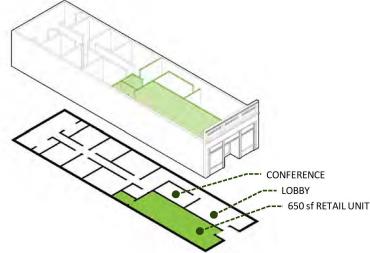
Example Demising Wall Modifications

The graphic below illustrates how a demising wall can be used to modify existing building footprints. Two scenarios are shown. **Scenario 1** is an existing office building that occupies the entire building footprint including the storefront. By modifying the underutilized lobby and conference room area with a demising wall, an additional small footprint retail space is created. This additional unit provides revenue for the property owner, offers much needed retail space, and activates the storefront and sidewalk downtown.

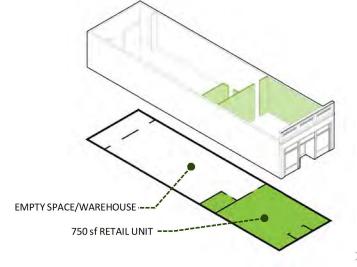
Scenario 2 illustrates how a large, vacant building can be modified into a small storefront unit by adding a demising wall. This provides a more affordable space along the storefront and activates a vacant building. This approach allows property owners to phase renovations rather than renovating the entire building at once.



Original Layout: A typical downtown office space with an underutilized lobby area and conference room provides an opportunity to add additional retail space.



Modified Layout: Adding a demising wall to reduce the size of the lobby and conference room adds an additional retail space to the downtown and provides additional income for the property owner.



Oversized Building: An oversized (2,500+ sf) "shell" of a building which is too large for a start-up retail business. A smaller (<1,000 sf) retail space can be added along the storefront.



ACTIVATING VACANCIES

Demising Walls

Creating a Smaller Footprint

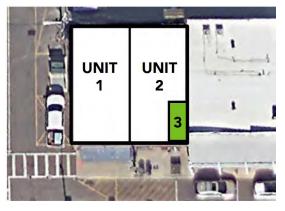
Micro-Retail

Another trend in downtown areas is the addition of micro-retail space. Micro-retail includes spaces of 50-200 square feet. These spaces offer a very low cost of entry for start-up businesses and can spark activity in downtown areas.

The Covid-19 pandemic resulted in a wave of home-based businesses and start-ups, many of which would love to test a brick-and-mortar concept. However, the rent and utility costs of a 1,000+ square foot space is a huge barrier. Adding demising walls to create micro-retail spaces creates units that could attract these types of entrepreneurs.

Where can you find these entrepreneurs? Your local farmers' market or crafts fair often has vendors who make jewelry, clothing, food-based items, etc. and operate in a 10'x10' tent or booth space. They are accustomed to the small square footage and could transition nicely into a permanent space.

Buffalove Development in Buffalo, New York, converted a large downtown building into multiple micro-retail units in order to attract entrepreneurs, makers, and crafters. This concept makes wise use of a large downtown building by utilizing demising walls to create multiple, small units. This adds needed retail space with affordable rents and diversifies the tenants for the property owner. Rather than searching for a single large tenant, the property owner recruits multiple small tenants. (https://www.buffalovedevelopment.com/523-main-street)







Fresh Ink, a local stationery and paper gifts store in Oxford, Mississippi, occupies a less than 100 sf space. The space was created using a demising wall and divided storefront with the adjacent salon.

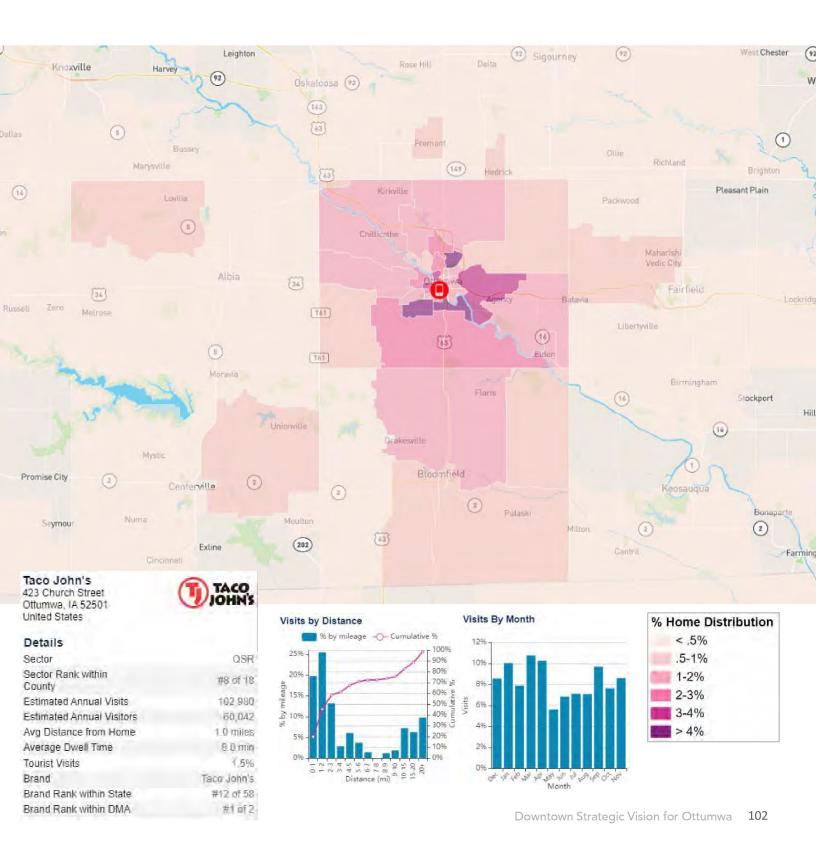


Recommendation

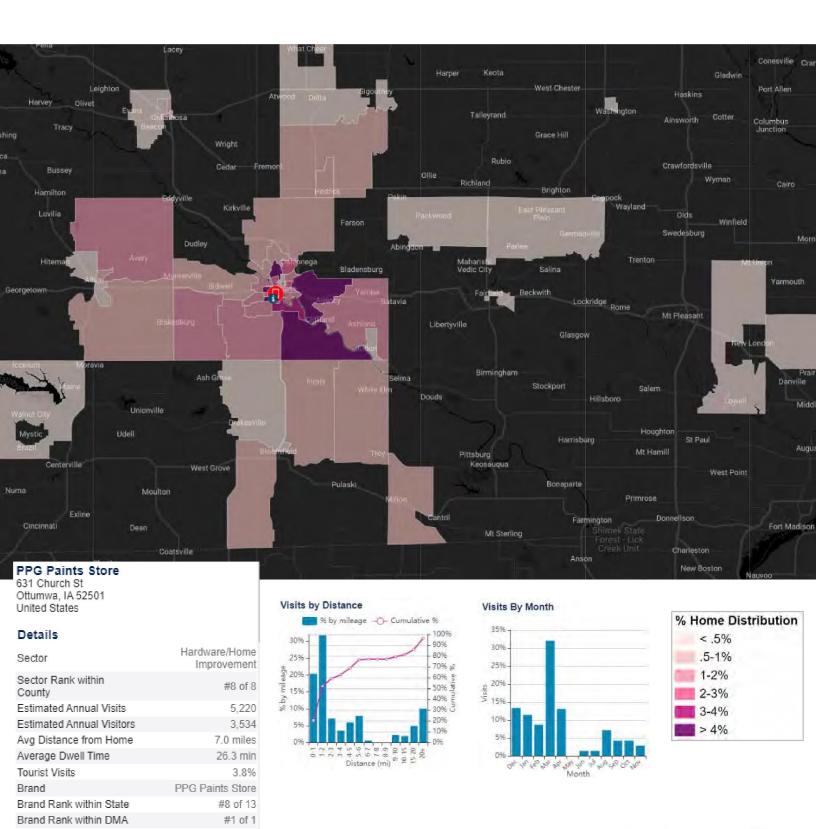
Encourage property owners to utilize demising walls to create small footprint retail/start-up spaces. This low-cost strategy can be used to modify a large vacant building, add flexibility to an existing space, or add retail space to an existing office building while generating revenue for the property owner.





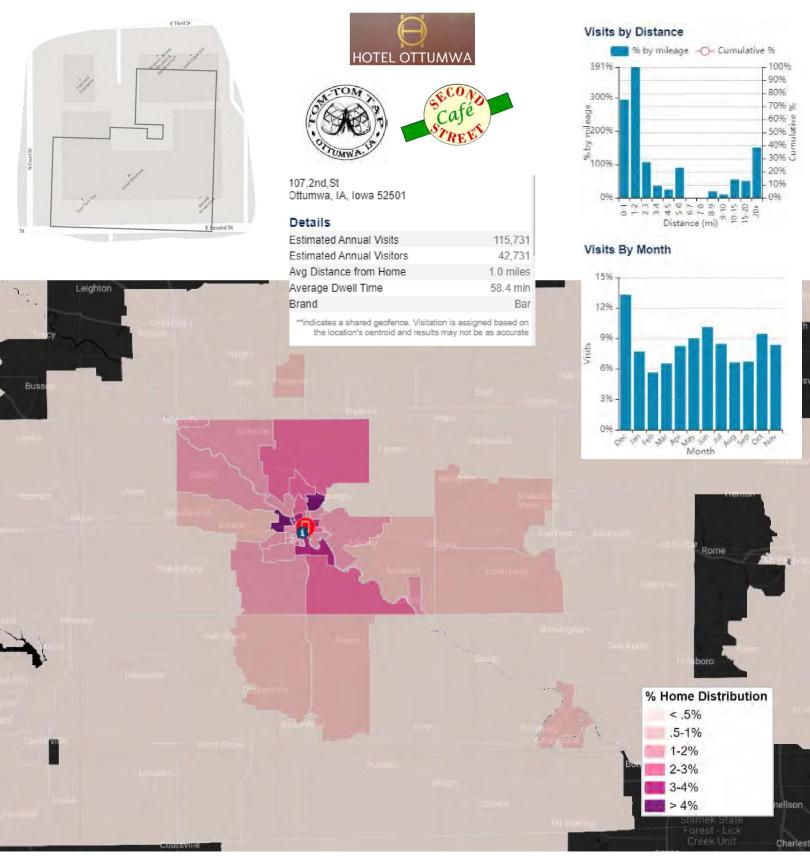








APPENDIX







Mobile Insights & Tourism Summary

Las Palmas Bar & Grill



303,2nd,St Ottumwa, IA, Iowa 52501

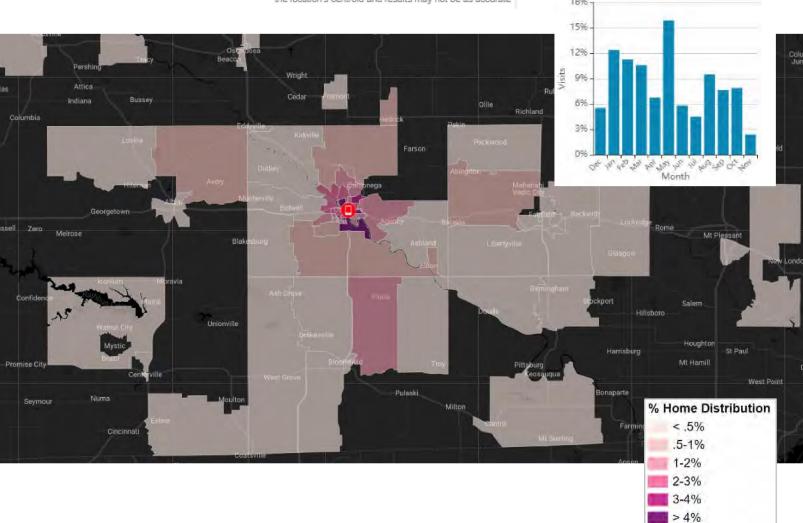
Details

Estimated Annual Visits	39,250
Estimated Annual Visitors	16,074
Avg Distance from Home	0.0 miles
Average Dwell Time	42.2 min
Brand	Services

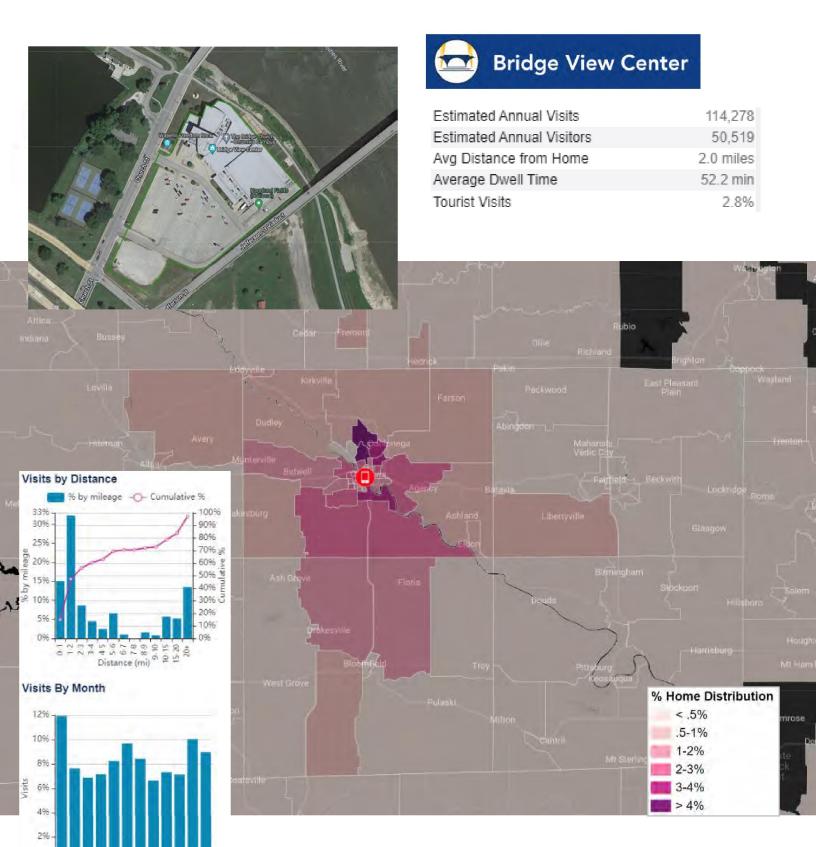
**indicates a shared geofence. Visitation is assigned based on the location's centroid and results may not be as accurate



Visits By Month









APPENDIX

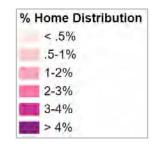
Mobile Insights & Tourism Summary

Canteen Lunch in the Alley

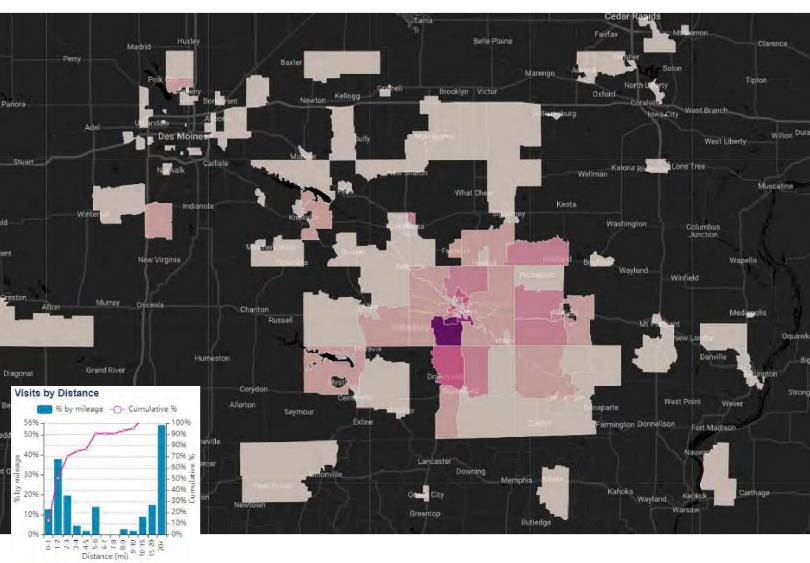
4.8 ★★★★★ (971) · \$ Sandwich shop

Details

Estimated Annual Visits	18,848
Estimated Annual Visitors	15,331
Avg Distance from Home	11.0 miles
Average Dwell Time	10.9 min
Tourist Visits	12.8%





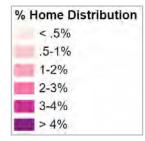




APPENDIX

Mobile Insights & Tourism Summary





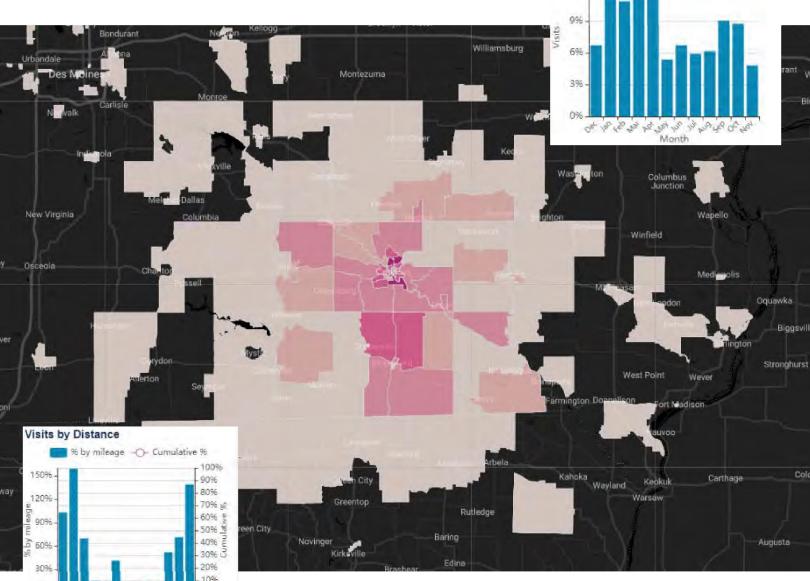
Details Estimated Annual Visits 74,846 Estimated Annual Visitors 50,152 Avg Distance from Home 7.0 miles Average Dwell Time 30.2 min Brand Business

"indicates a shared geofence. Visitation is assigned based on the location's centroid and results may not be as accurate

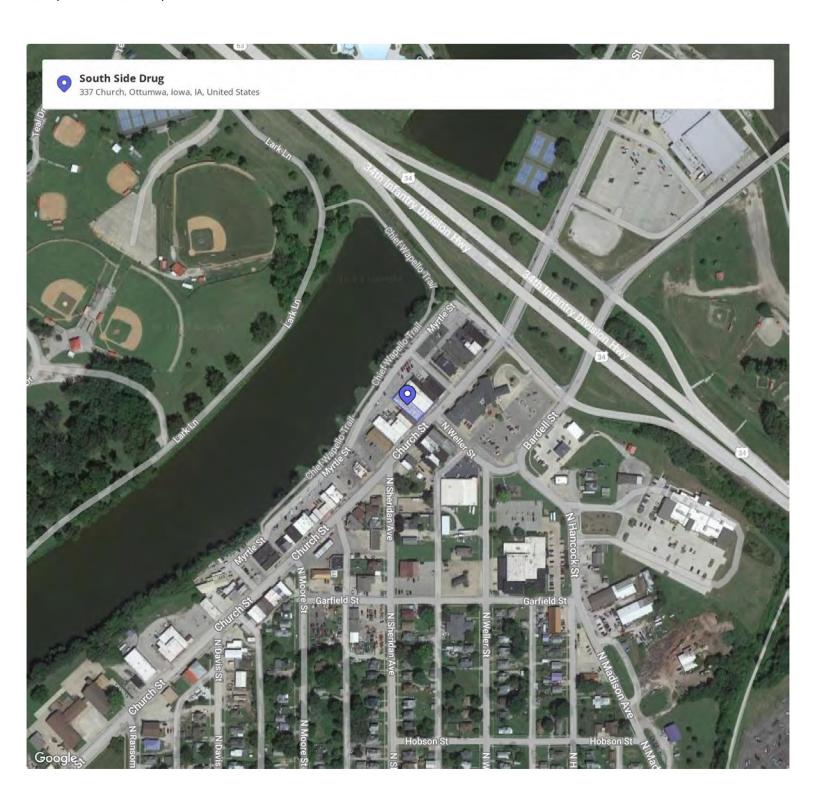
Visits By Month

15%

12%

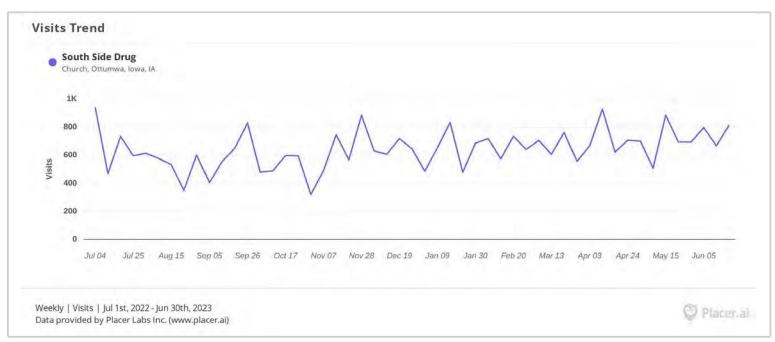








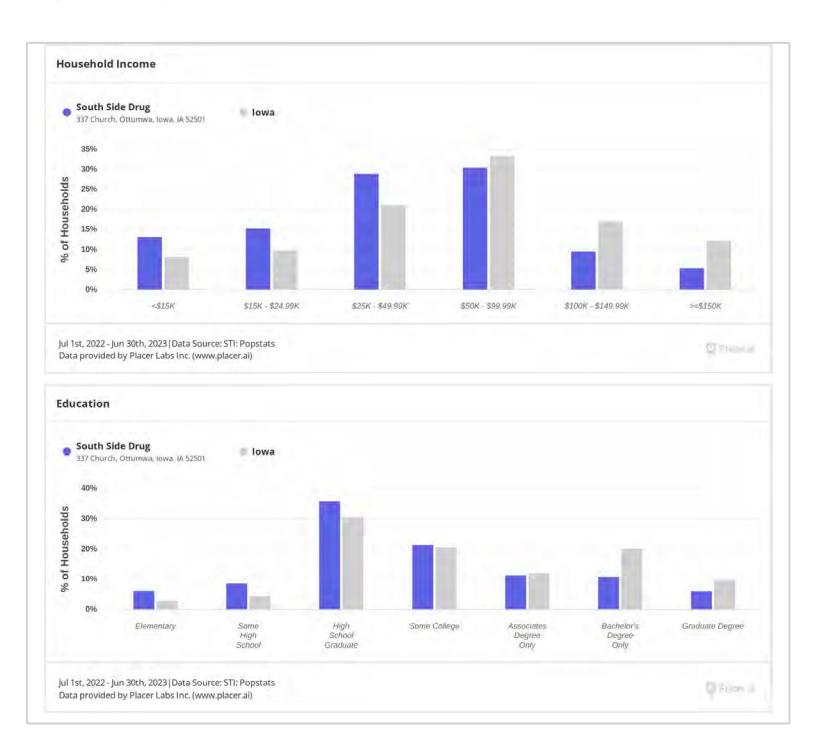




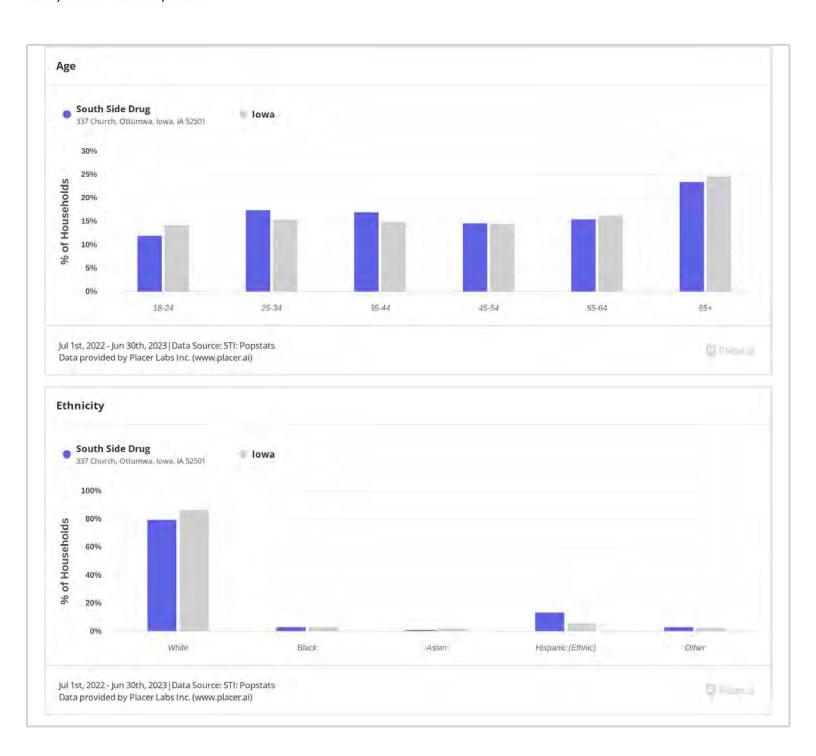


Property	Median Household Income	Bachelor's Degree or Higher	Median Age	Most Common Ethnicity	Persons per Household
South Side Drug Church, Ottumwa, Iowa,	\$45.6K	16.8%	37.7	White (79.4%)	2.39
lowa	\$65.6K	29.8%	38.8	White (86.6%)	2.42



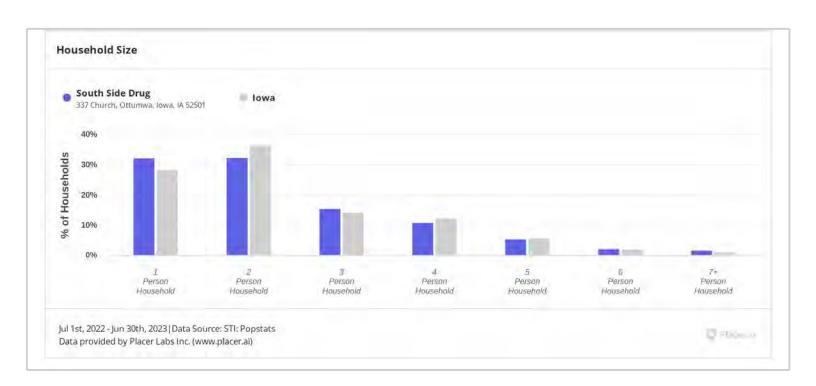








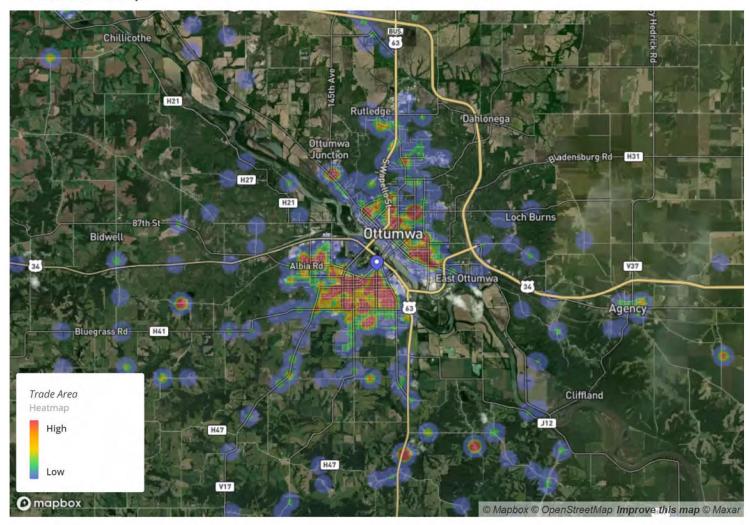




Jul 1, 2022 - Jun 30, 2023



Market Landscape

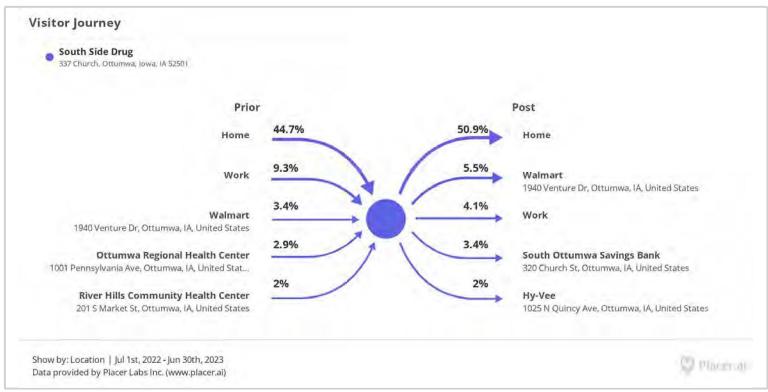


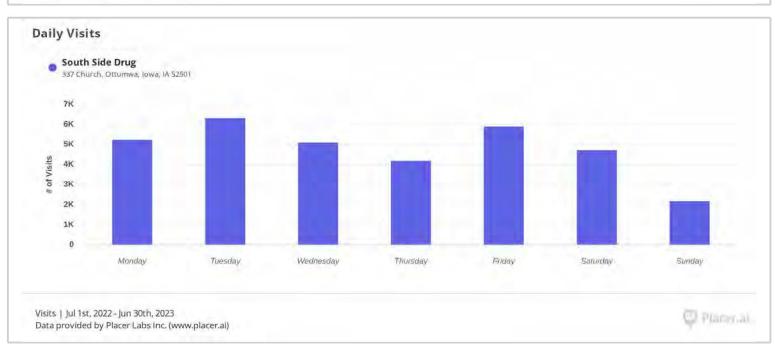
Home locations are obfuscated for privacy and randomly placed within a census block. They do not represent actual home addresses.

Jul 1st, 2022 - Jun 30th, 2023 Data provided by Placer Labs Inc. (www.placer.ai)

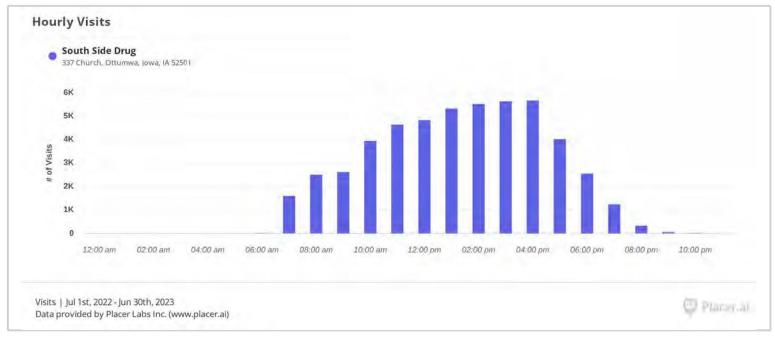






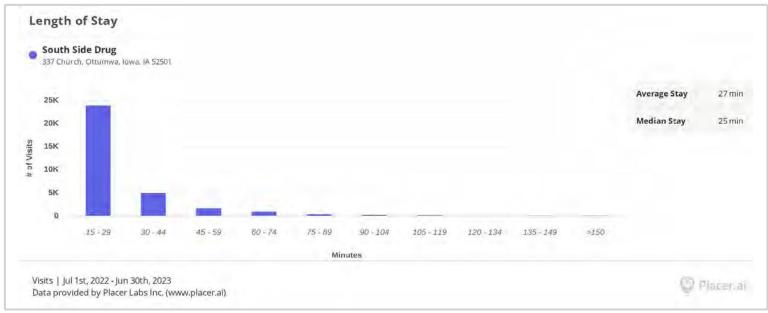


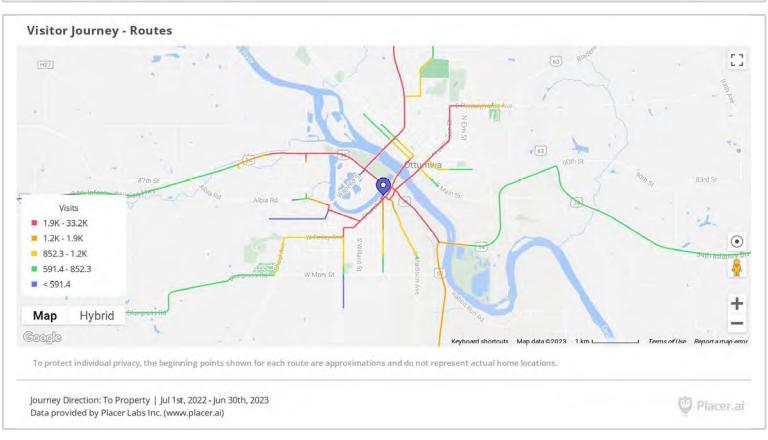




1.9 mi 1 mi 1.9 mi	Visitors 12.7K (90.1%) 11.7K (83%) 10.9K (76.9%)
1 mi 1.9 mi	11.7K (83%)
1.9 mi	
	10.9K (76.9%)
1.2 mi	10.2K (72.2%)
0.6 mi	9.1K (64.4%)
2 mi	9K (63,3%)
2.8 mi	8K (56.9%)
0.5 mi	8K (56.4%)
1.6 mi	7.9K (55.9%)
1 mi	7.6K (53.6%)
	2 mi 2.8 mi 0.5 mi 1.6 mi

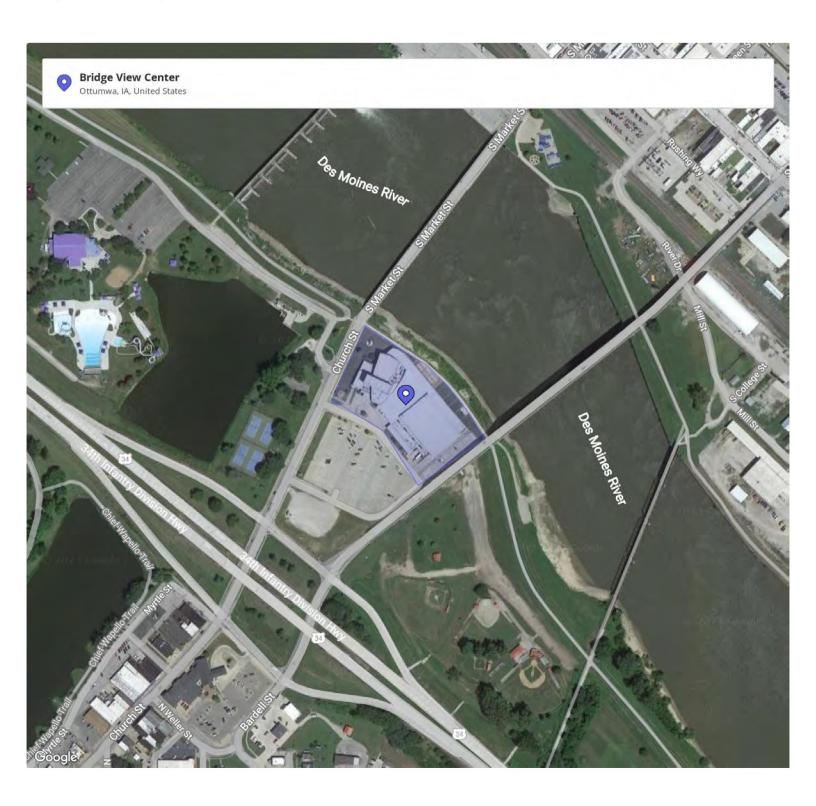






Bridge View Center

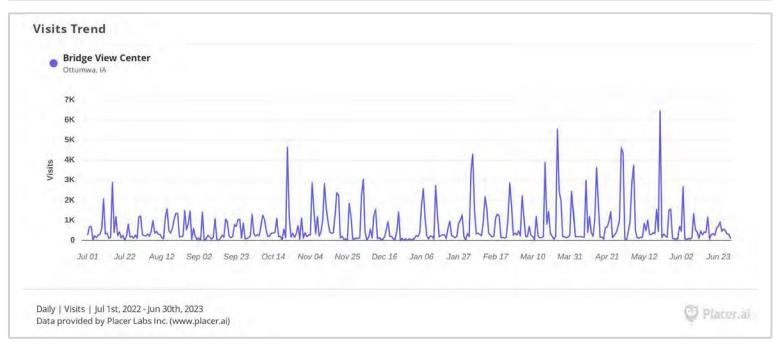




Bridge View Center





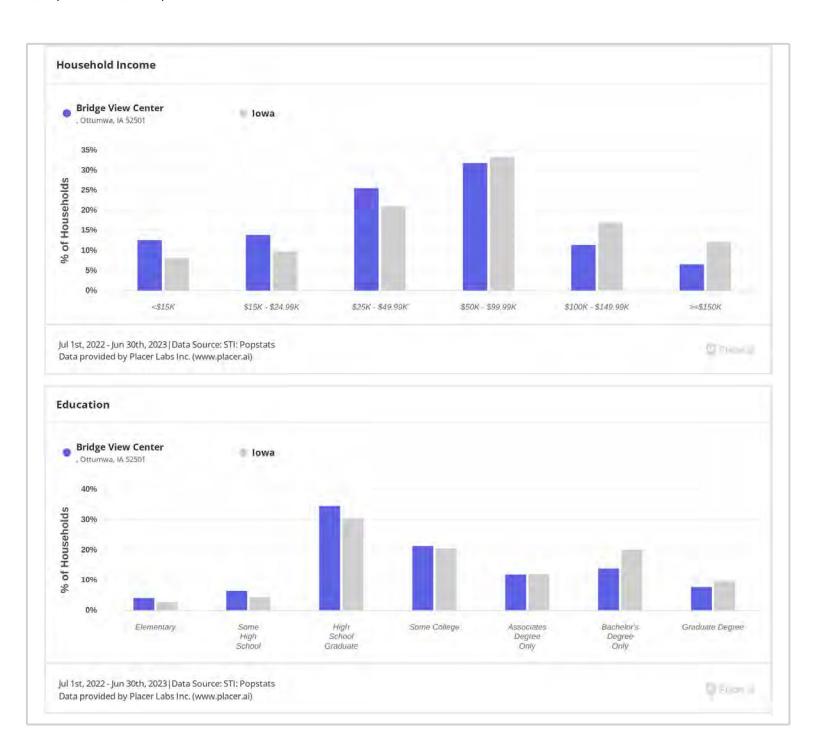


Bridge View Center

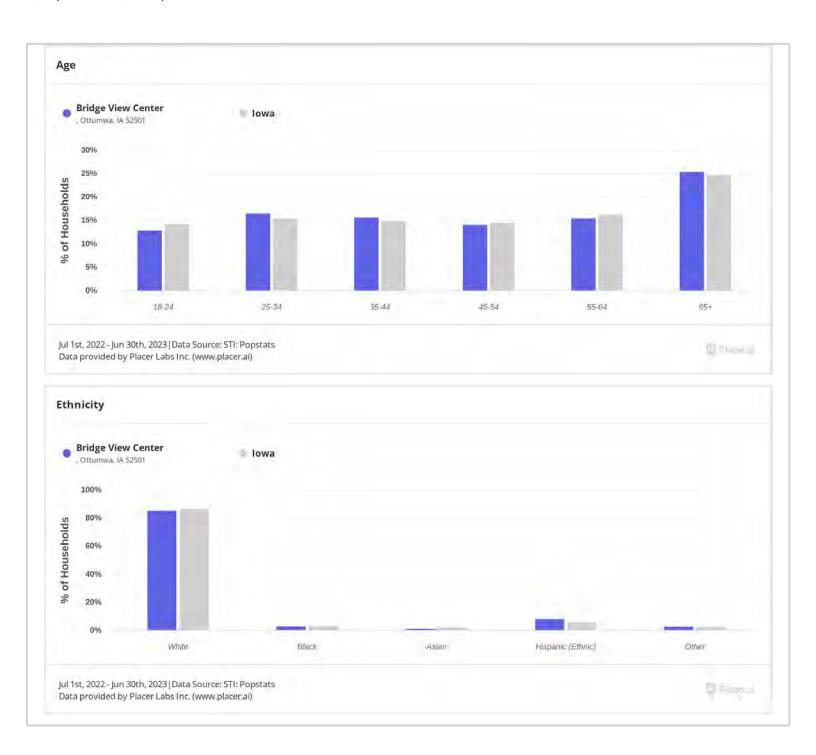


Property	Median Household Income	Bachelor's Degree or Higher	Median Age	Most Common Ethnicity	Persons per Household
Bridge View Center Ottumwa, IA	\$49.8K	21.7%	38.5	White (85.2%)	2.34
lowa	\$65.6K	29.8%	38.8	White (86.6%)	2.42



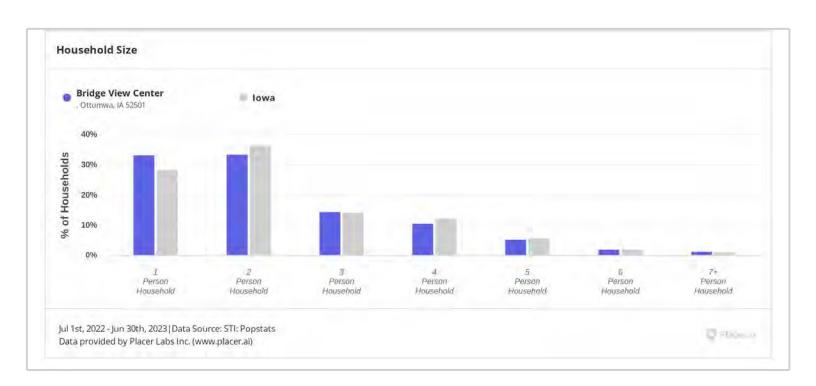






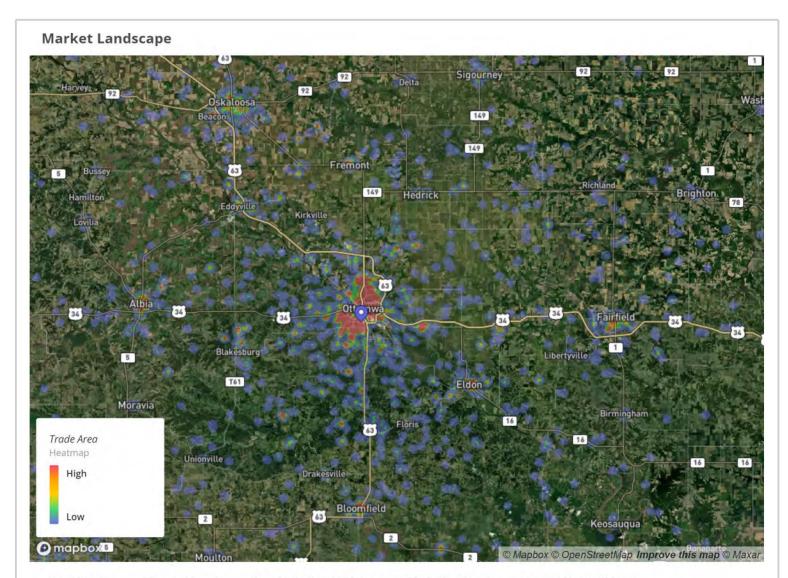






Jul 1, 2022 - Jun 30, 2023



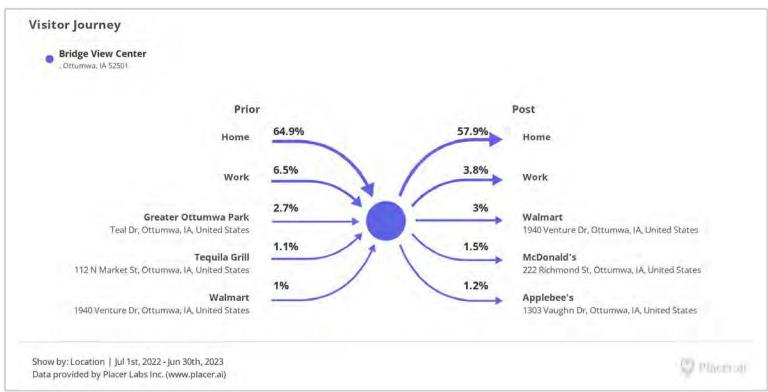


Home locations are obfuscated for privacy and randomly placed within a census block. They do not represent actual home addresses.

Jul 1st, 2022 - Jun 30th, 2023 Data provided by Placer Labs Inc. (www.placer.ai)

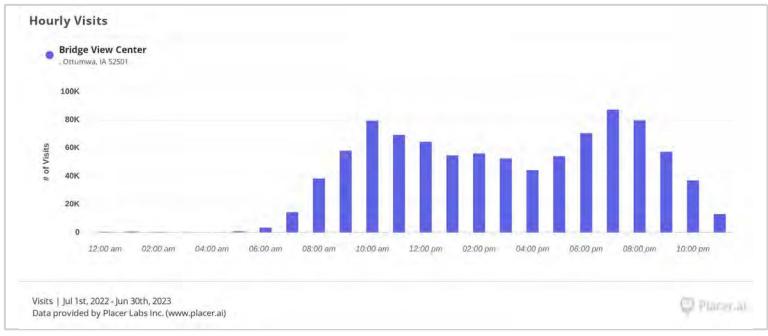






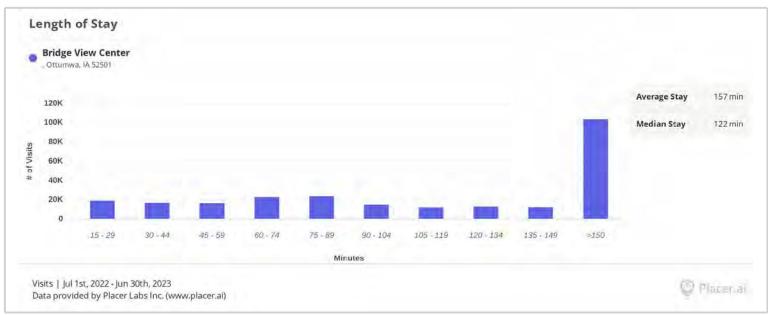






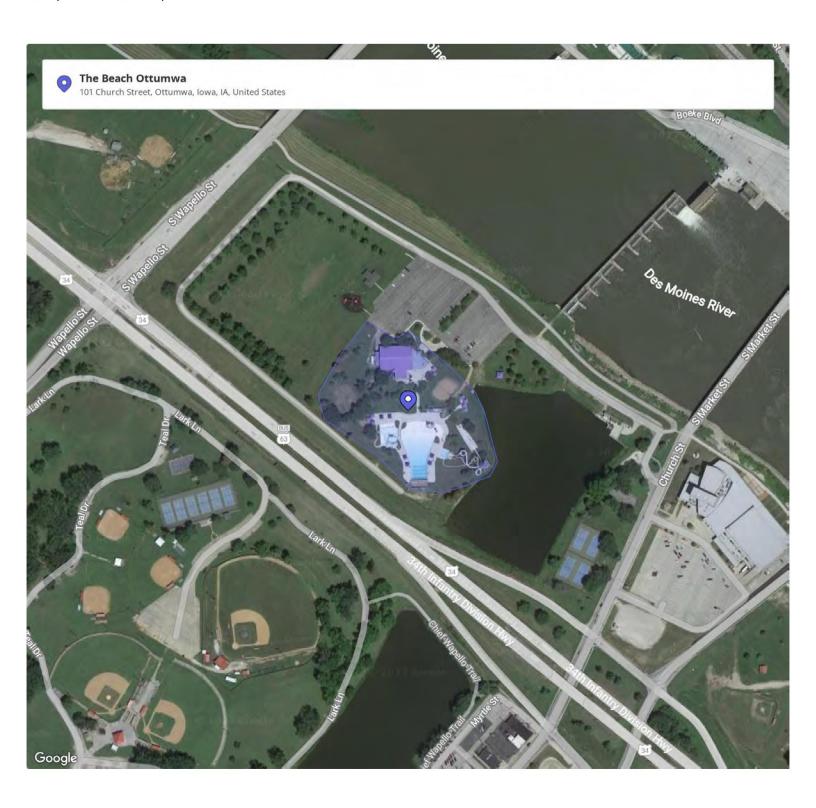
Bridge View Center / Ottumwa, IA	
Rank Name	Distance Visitors
1 Walmart / 1940 Venture Dr, Ottumwa, IA 52501	2.1 mi 52.4K (64.2
The Quincy Place Mall / 1110 N Quincy Ave, Ottumwa, IA 52501	1.1 mi 52.1K (63,8
3 Menards / 1898 Venture Dr, Ottumwa, IA 52501	2 mi 47K (57,6%)
4 Jordan Creek Town Center / 101 Jordan Creek Pkwy, West Des Mcine	s, IA 50266 81.7 mi 38.6K (47.2
5 Hy-Vee / 1025 N Quincy Ave, Ottumwa, IA 52501	1.3 mi 36.7K (44.9
6 Greater Ottumwa Park / Teal Dr., Ottumwa, IA 52501	0.7 mi 35.6K (43.6
7 Kohl's / 1100 Wildwood Dr, Ottumwa, IA 52501	1.7 mi 35.3K (43.3
8 Hy-Vee / 2453 N Court St, Ottumwa, IA 52501	2.5 mi 31.2K (38.2
9 Hobby Lobby / 1131 N. Quincy Avenue, Ottumwa, IA 52501	1.5 mi 30.6K (37.5
10 Applebee's / 1303 Vaughn Dr, Ottumwa, IA 52501	1.4 mi 29.9K (36.6
Category: All Categories Min. Visits: 1 Jul 1st, 2022 - Jun 30th, 2023	Q Page





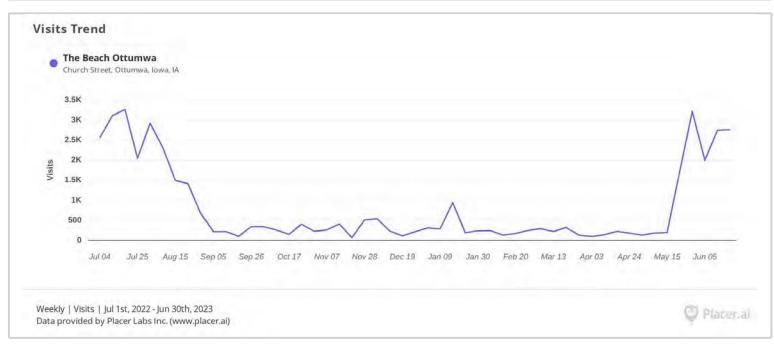










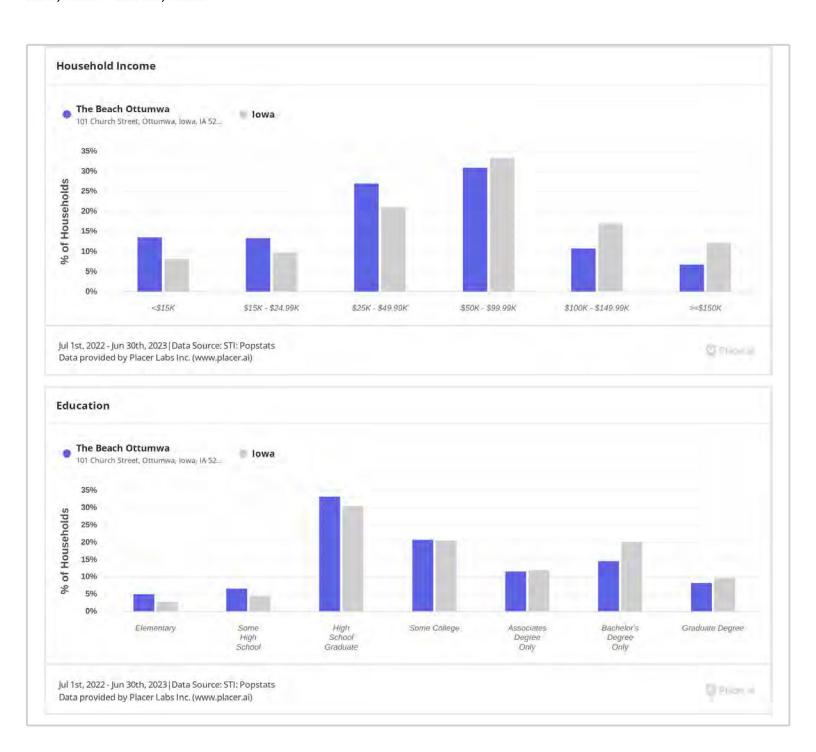




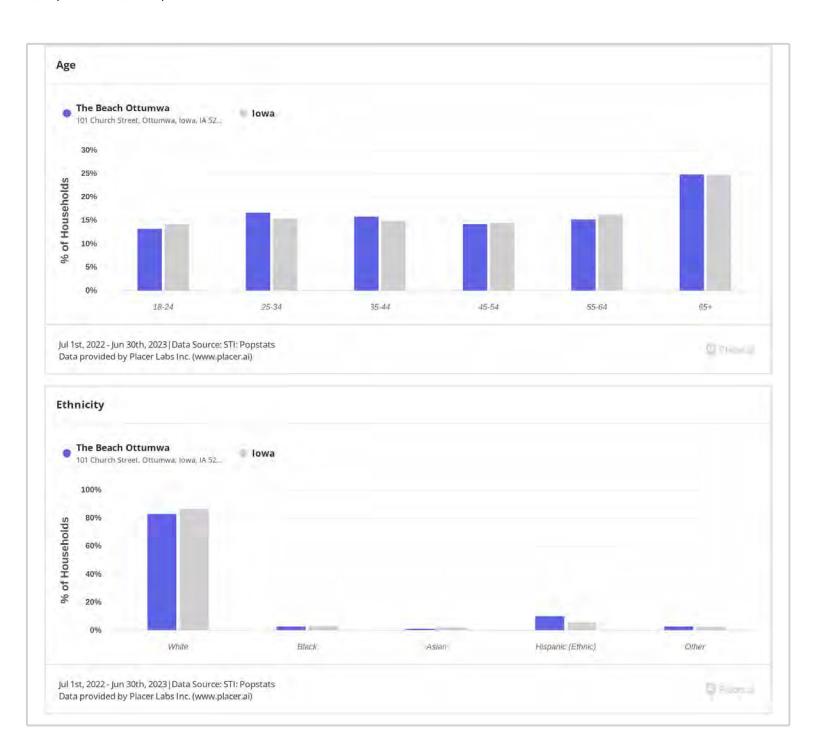


Property	Median Household Income	Bachelor's Degree or Higher	Median Age	Most Common Ethnicity	Persons per Household
The Beach Ottumwa Church Street, Ottumwa	\$48.3K	22,8%	38.3	White (83%)	2.33
lowa	\$65.6K	29.8%	38.8	White (86.6%)	2.42



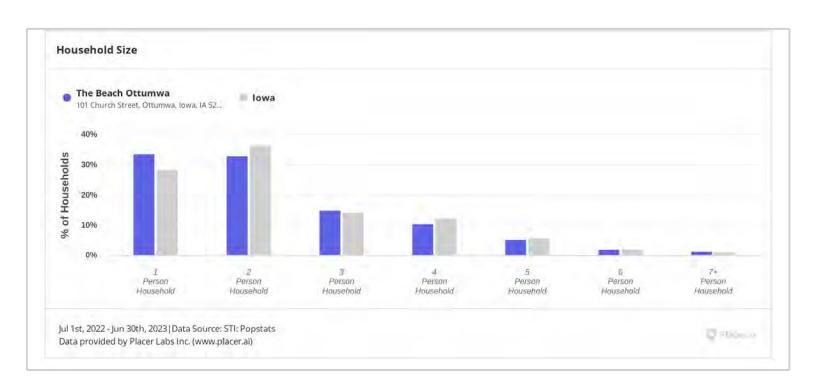








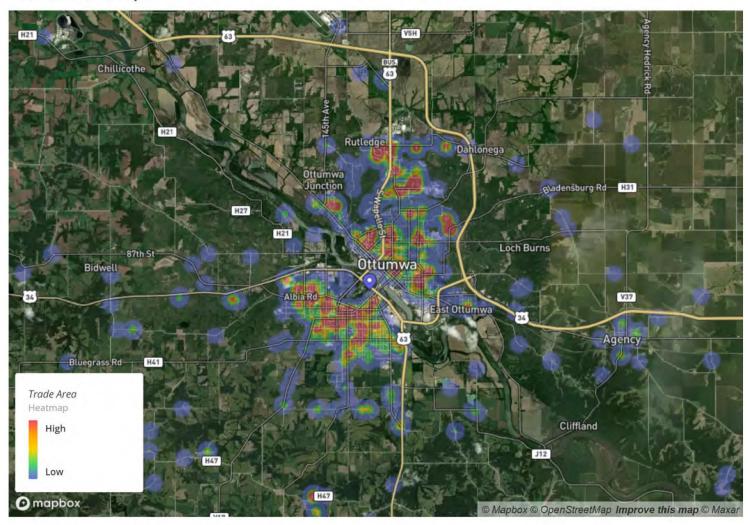




Jul 1, 2022 - Jun 30, 2023



Market Landscape

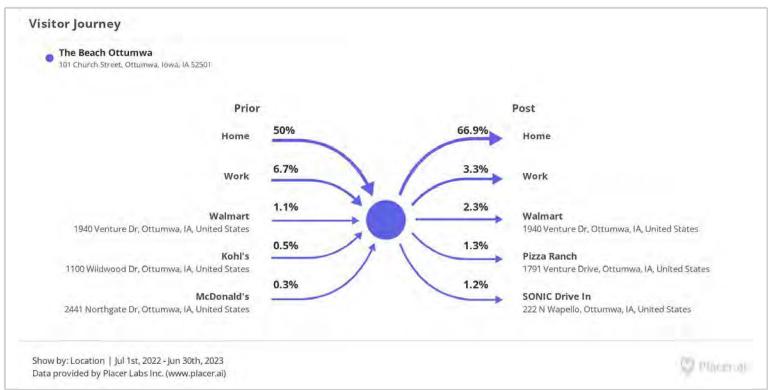


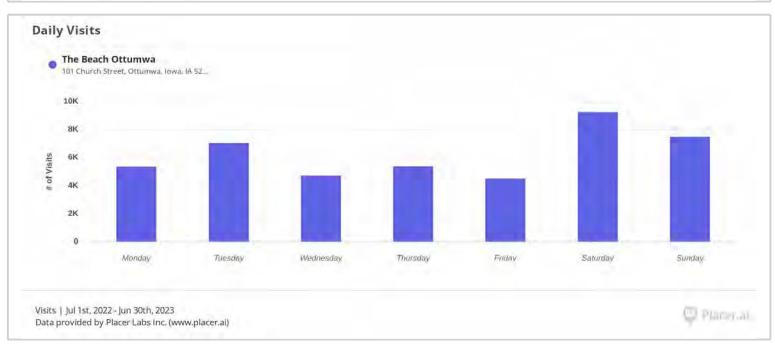
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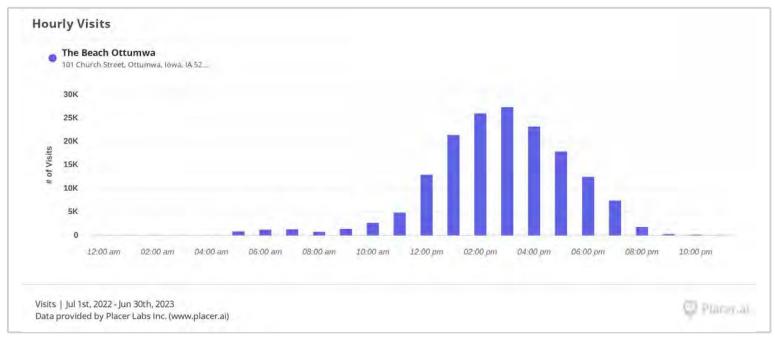






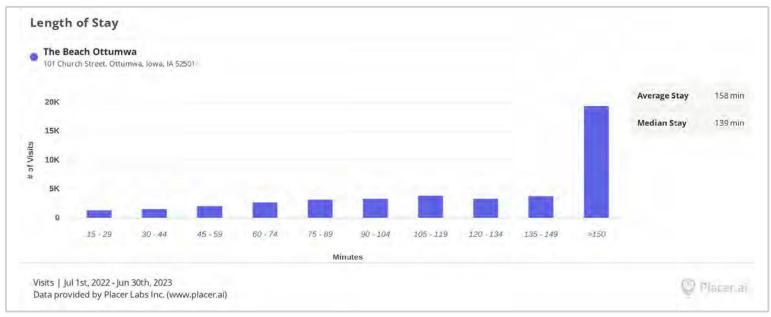


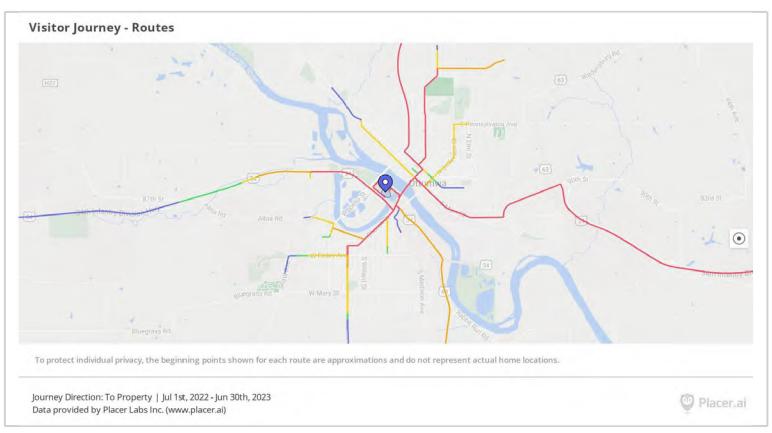




The Beach Ottumwa / Church St	reet, Ottumwa, Iowa, IA		
Rank Name		Distance	Visitors
Walmart / 1940 Venture	Dr, Ottumwa, IA 52501	1.9 mi	12.7K (71.6%)
The Quincy Place Mall /	1110 N Quincy Ave, Ottumwa, IA 52501	0.9 mi	12.3K (69.4%)
Menards / 1898 Venture	Dr, Ottumwa, IA 52501	1.8 mi	10.2K (57.7%)
Kohl's / 1100 Wildwood	Dr, Ottumwa, IA 52501	1.4 mi	8.6K (48.7%)
Hy-Vee / 1025 N Quincy	Ave, Ottumwa, IA 52501	1.1 mi	8.6K (48.4%)
Jordan Creek Town Cent	ter / 101 Jordan Creek Pkwy, West Des Moines, IA 50266	81.4 mi	7.8K (43.7%)
7 McDonald's / 222 Richm	ond St, Ottumwa, IA 52501-4226	0.7 mi	7.5K (42.3%)
3 CEC Ottumwa 8 Theatre	/ 1215 Theater Dr, Ottumwa, IA 52501	0.9 mi	7.4K (42%)
Hy-Vee / 2453 N Court S	t, Ottumwa, IA 52501	2.5 mi	7.4K (41.6%)
10 Ottumwa Regional Heal	th Center / 1001 Pennsylvania Ave, Ottumwa, IA 52501	1.9 mi	7.1K (39.8%)
Category: All Categories Min. Vis Data provided by Placer Labs Inc.	sits: 1 Jul 1st, 2022 - Jun 30th, 2023		© Places

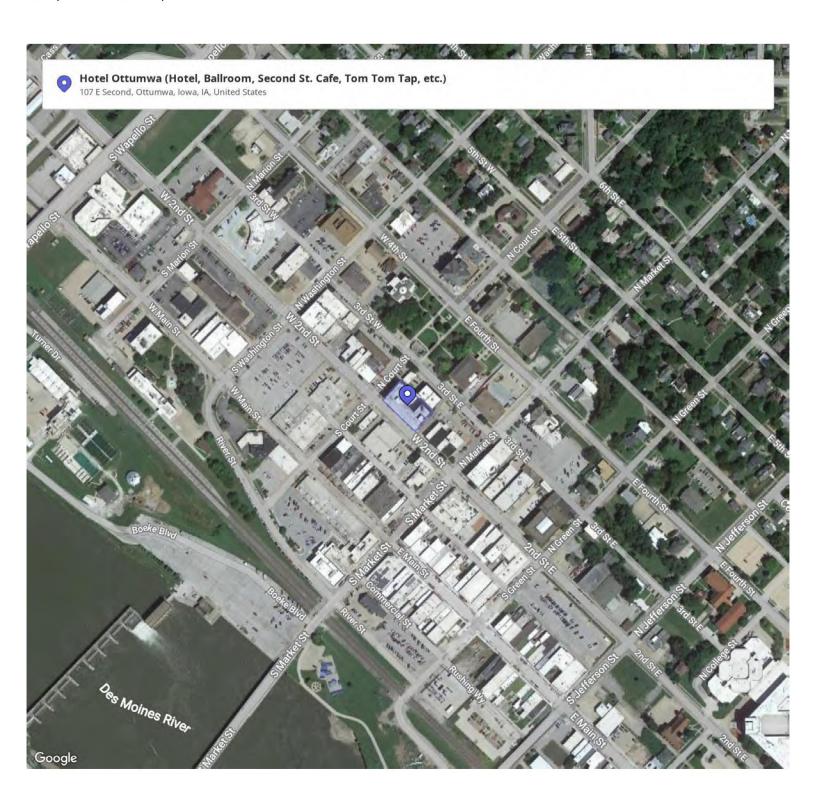






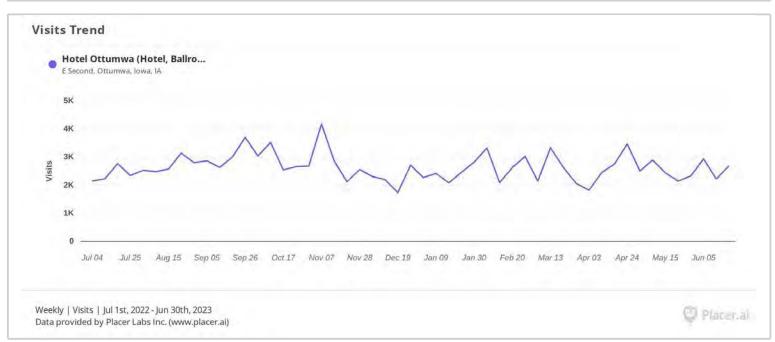










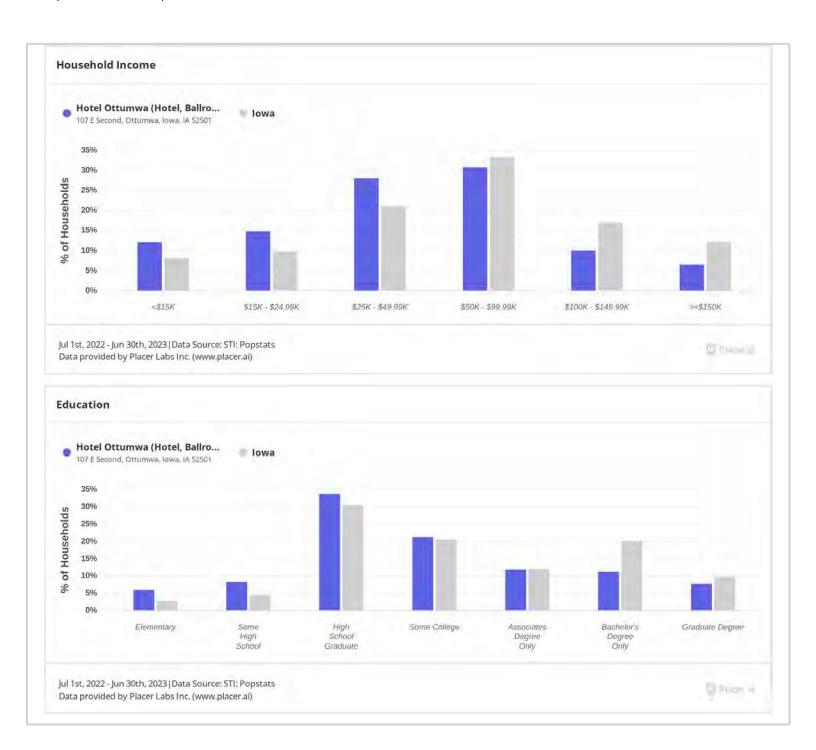






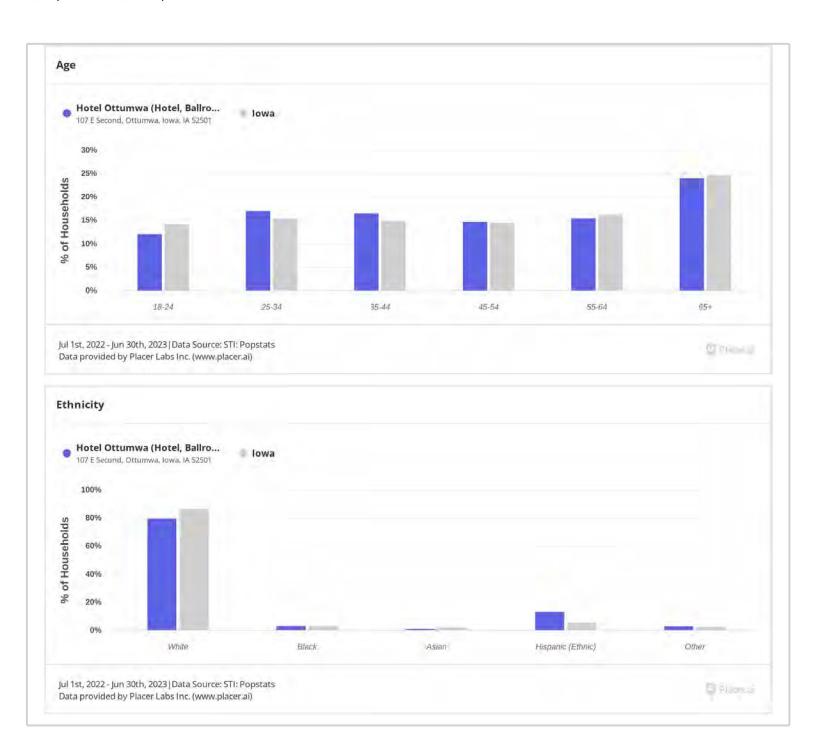
Property	Median Household Income	Bachelor's Degree or Higher	Median Age	Most Common Ethnicity	Persons per Household
Hotel Ottumwa (Hot E Second, Ottumwa, Iowa	\$47.7K	18,9%	38.0	White (79.6%)	2.38
lowa	\$65.6K	29.8%	38.8	White (86.6%)	2.42





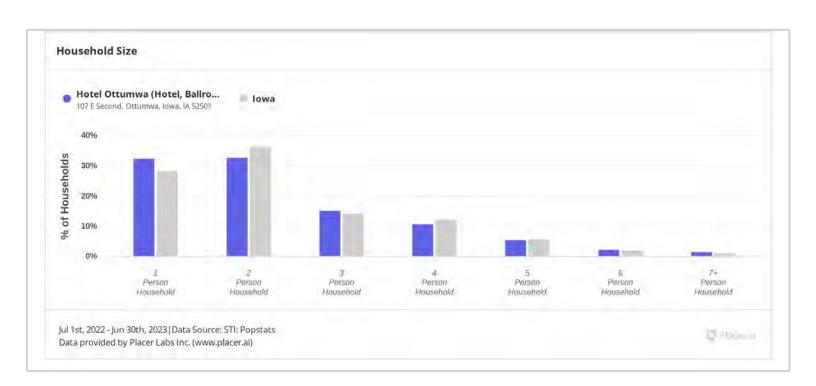








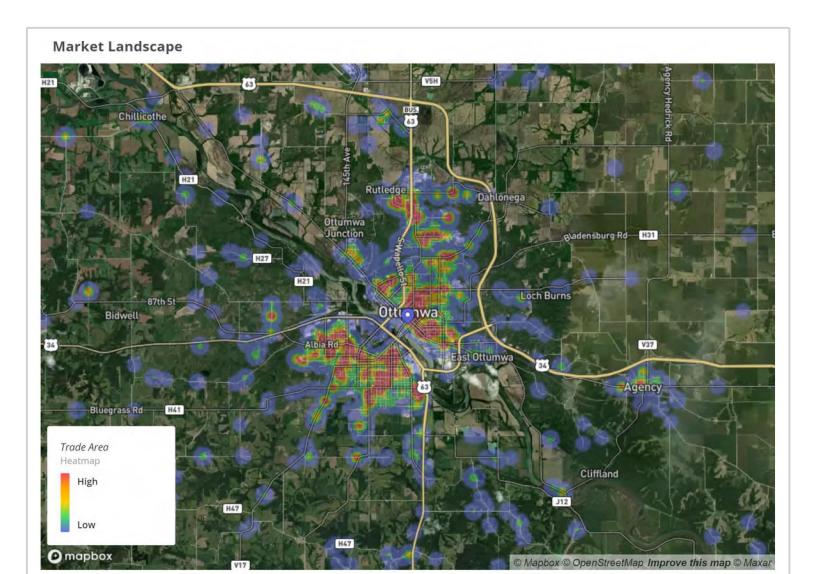






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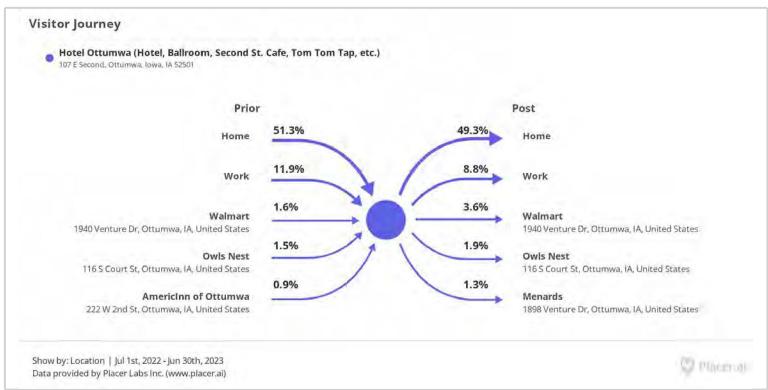


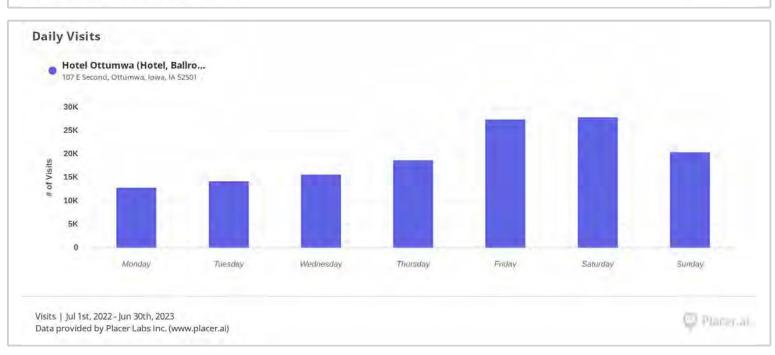
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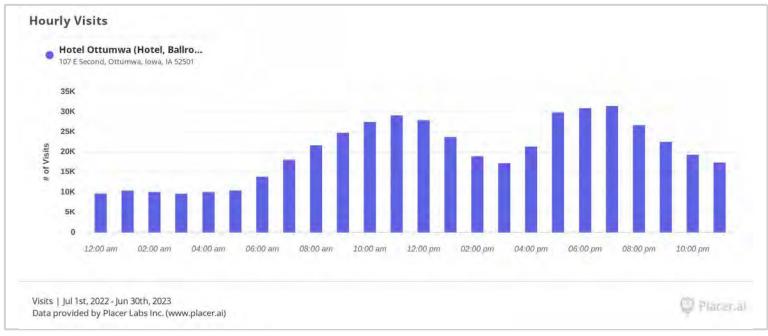






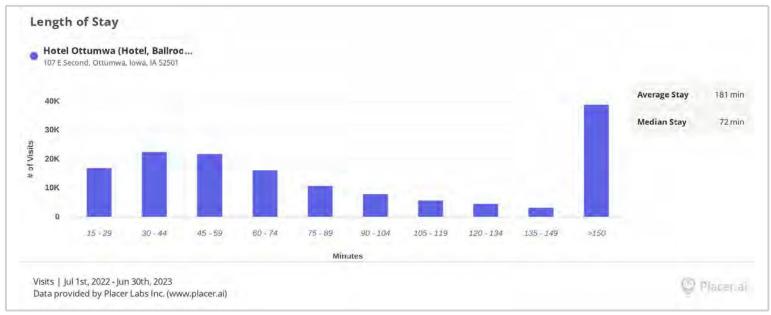


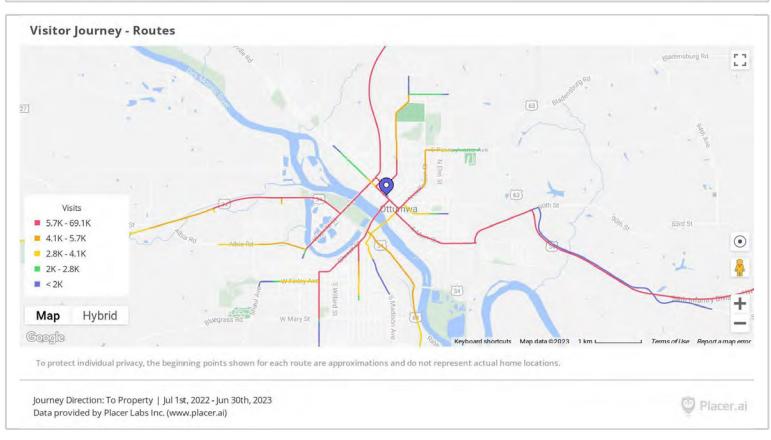




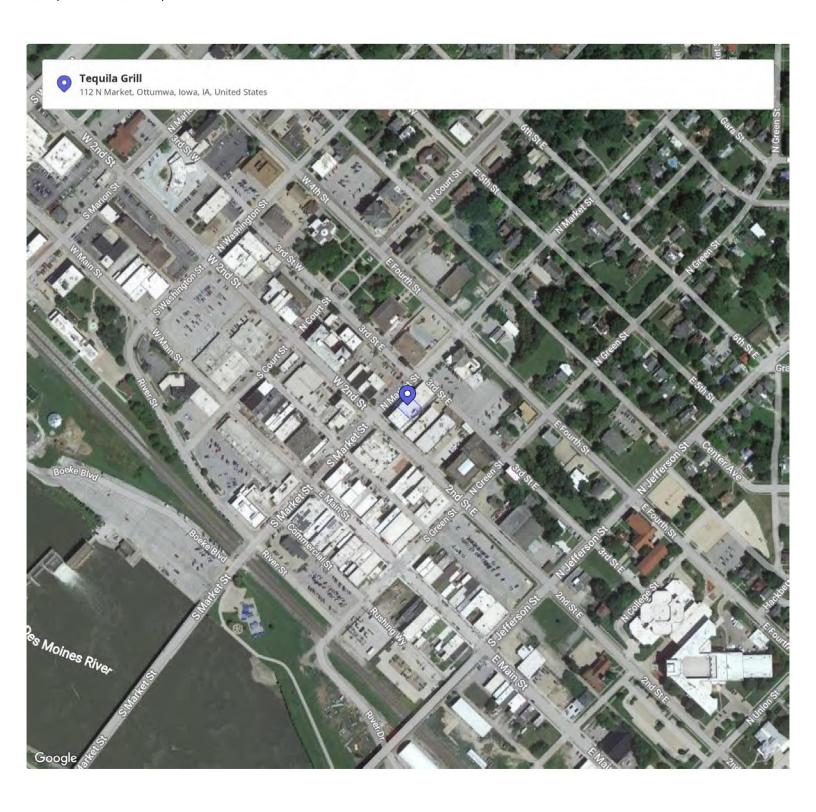
Hot	el Ottumwa (Hotel, Ballroom, Second St. Cafe, Tom Tom Tap, etc.) / E Second, Ottumwa, Iowa, IA		
Rank	Name	Distance	Visitors
1	Walmart / 1940 Venture Dr, Ottumwa, JA 52501	2.3 mi	26.5K (74.8%)
2	The Quincy Place Mall / 1110 N Quincy Ave, Ottumwa, IA 52501	1.3 mi	25.5K (72%)
3	Menards / 1898 Venture Dr, Ottumwa, IA 52501	2.2 mi	21.7K (61.2%)
4	Hy-Vee / 1025 N Quincy Ave, Ottumwa, IA 52501	1.5 mi	19.5K (55%)
5	Greater Ottumwa Park / Teal Dr, Ottumwa, IA 52501	0.9 mi	18.8K (53.1%)
6	Hy-Vee / 2453 N Court St, Ottumwa, IA 52501	2.1 mi	16.4K (46.4%)
7	Kohl's / 1100 Wildwood Dr, Ottumwa, IA 52501	1.8 mi	16.3K (46%)
8	Ottumwa Regional Health Center / 1001 Pennsylvania Ave, Ottumwa, IA 52501	1.4 mi	15.7K (44.4%)
9	McDonald's / 222 Richmond St, Ottumwa, IA 52501-4226	1.2 mi	15K (42.3%)
10	Jordan Creek Town Center / 101 Jordan Creek Pkwy, West Des Moines, IA 50266	81.6 mi	14.7K (41.6%)
Cate	gory: All Categories Min. Visits: 1 Jul 1st, 2022 - Jun 30th, 2023		O Plater a





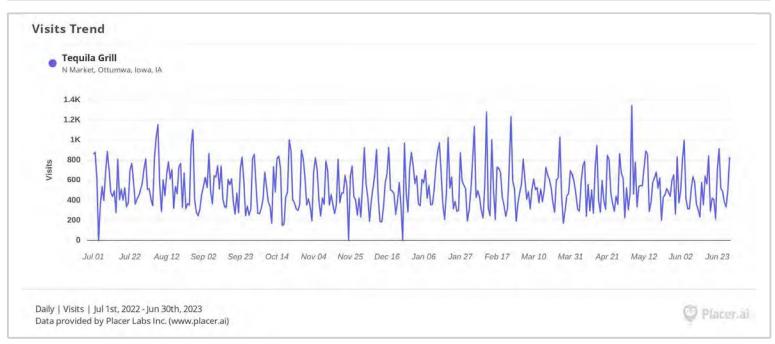








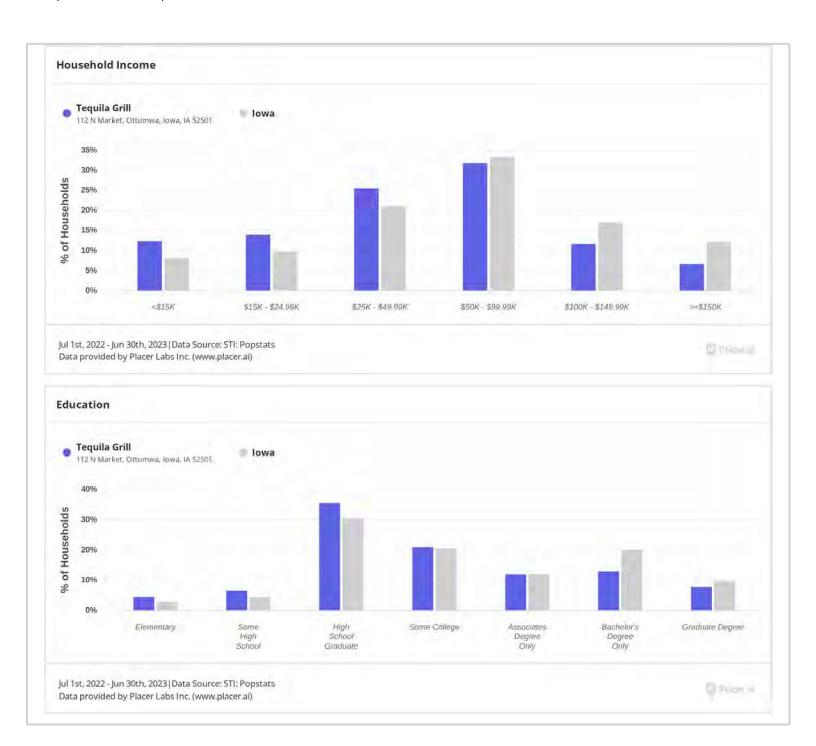






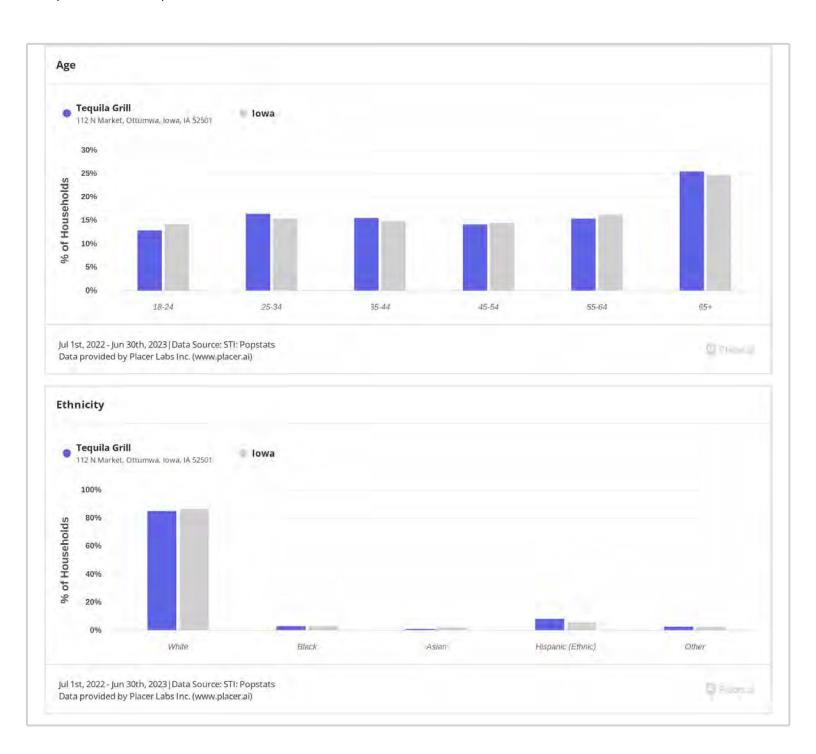
Property	Median Household Income	Bachelor's Degree or Higher	Median Age	Most Common Ethnicity	Persons per Household
Tequila Grill N Market, Ottumwa, low,	\$50.1K	20.7%	38.5	White (85%)	2.32
lowa	\$65.6K	29.8%	38.8	White (86.6%)	2.42





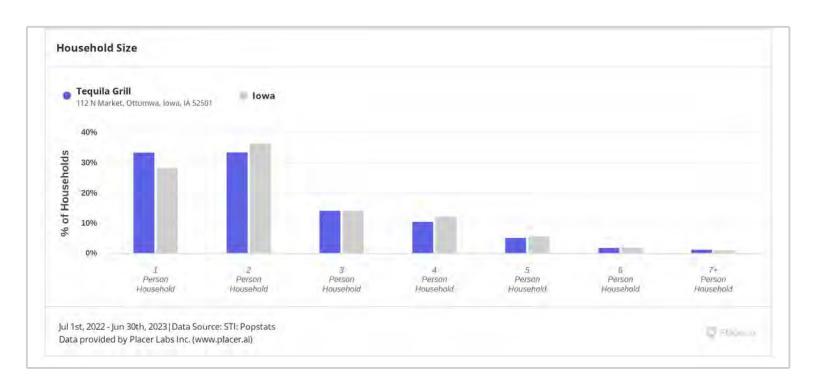






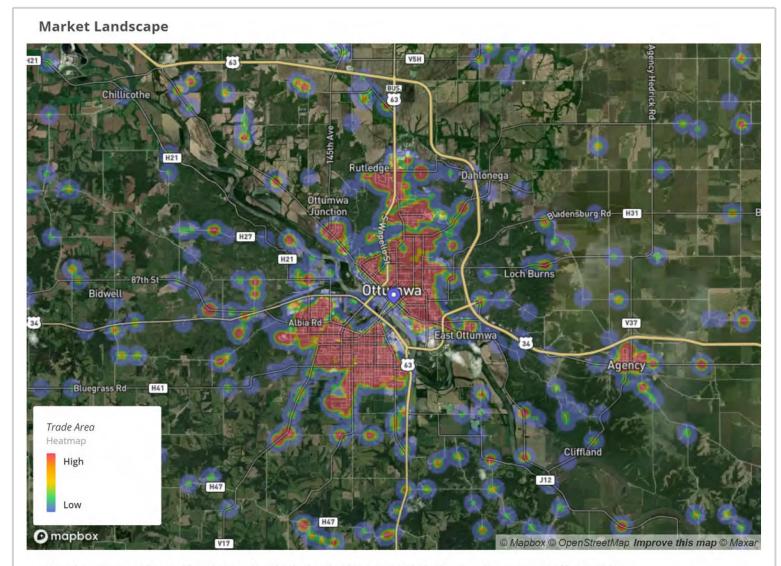






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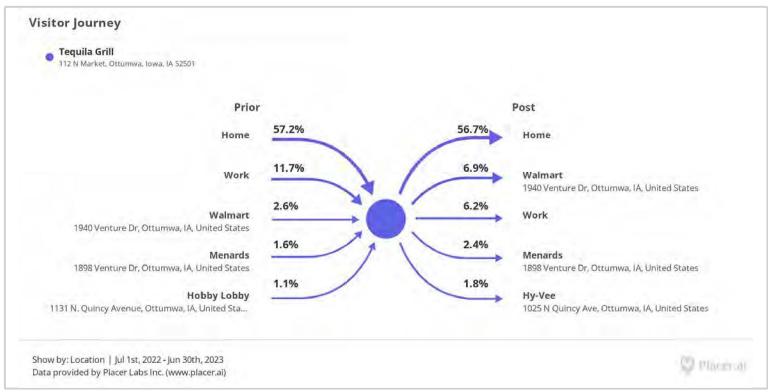


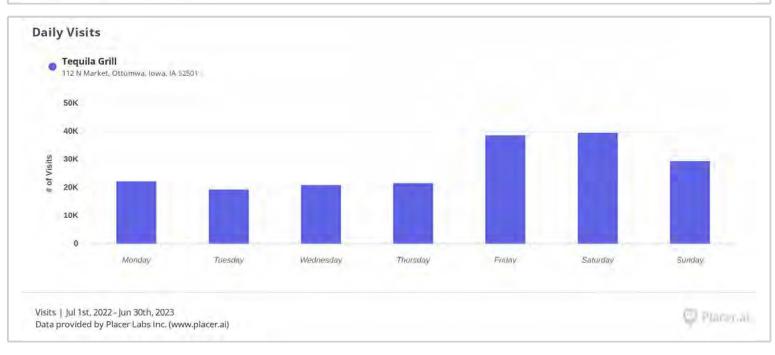
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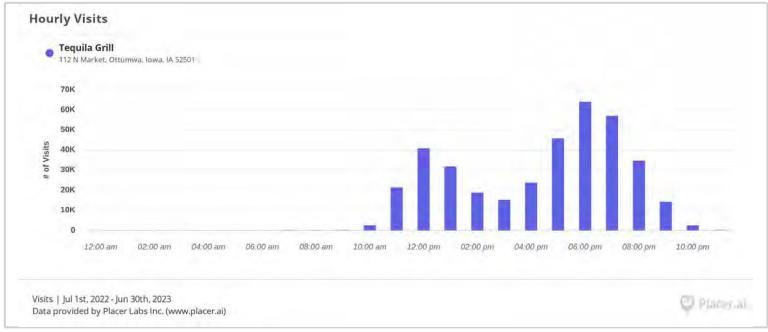








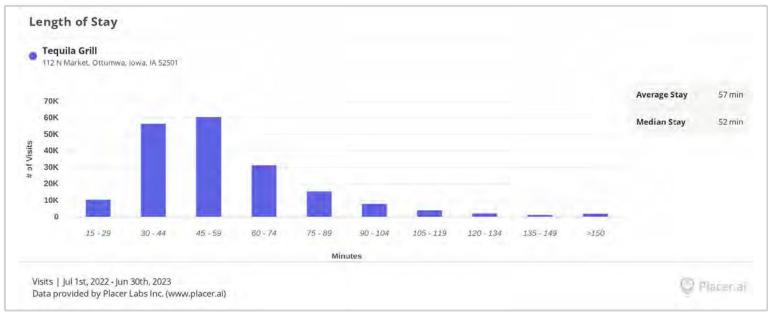


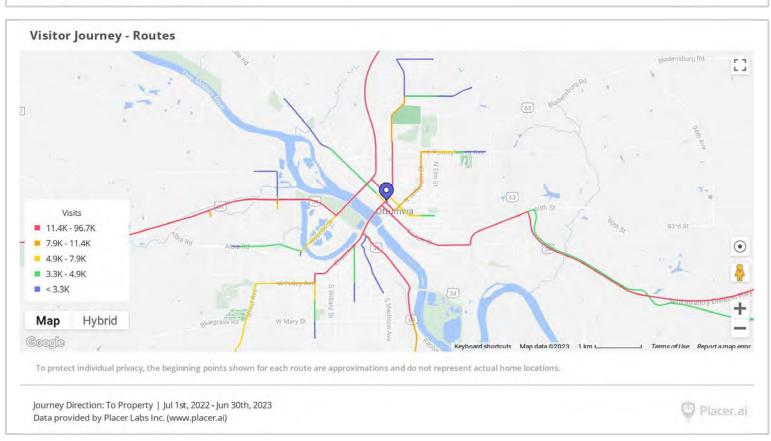


Teq	illa Grill / N Market, Ottumwa, Ibwa, IA		
Rank	Name	Distance	Visitors
1	Walmart / 1940 Venture Dr, Ottumwa, IA 52501	2.4 mi	43.4K (75.2%)
2	The Quincy Place Mall / 1110 N Quincy Ave, Ottumwa, IA 52501	1.3 mi	41.2K (71.5%)
3	Menards / 1898 Venture Dr, Ottumwa, IA 52501	2.3 ml	36.9K (63.9%)
4	Hy-Vee / 1025 N Quincy Ave, Ottumwa, IA 52501	1.6 mi	29.3K (50.8%)
5	Jordan Creek Town Center / 101 Jordan Creek Pkwy, West Des Mcines, IA 50266	81.7 mi	28.6K (49.6%)
5	Kohl's / 1100 Wildwood Dr, Ottumwa, IA 52501	1.9 mi	27.7K (48%)
7	Hy-Vee / 2453 N Court St, Ottumwa, IA 52501	2.2 mi	26K (45%)
3	Greater Ottumwa Park / Teal Dr., Ottumwa, IA 52501	0.9 mi	25.8K (44.7%)
9	Hobby Lobby / 1131 N. Quincy Avenue, Ottumwa, IA 52501	1.7 mi	25.2K (43.7%)
10	Applebee's / 1303 Vaughn Dr, Ottumwa, IA 52501	1.5 mi	24.8K (43%)

Tequila Grill

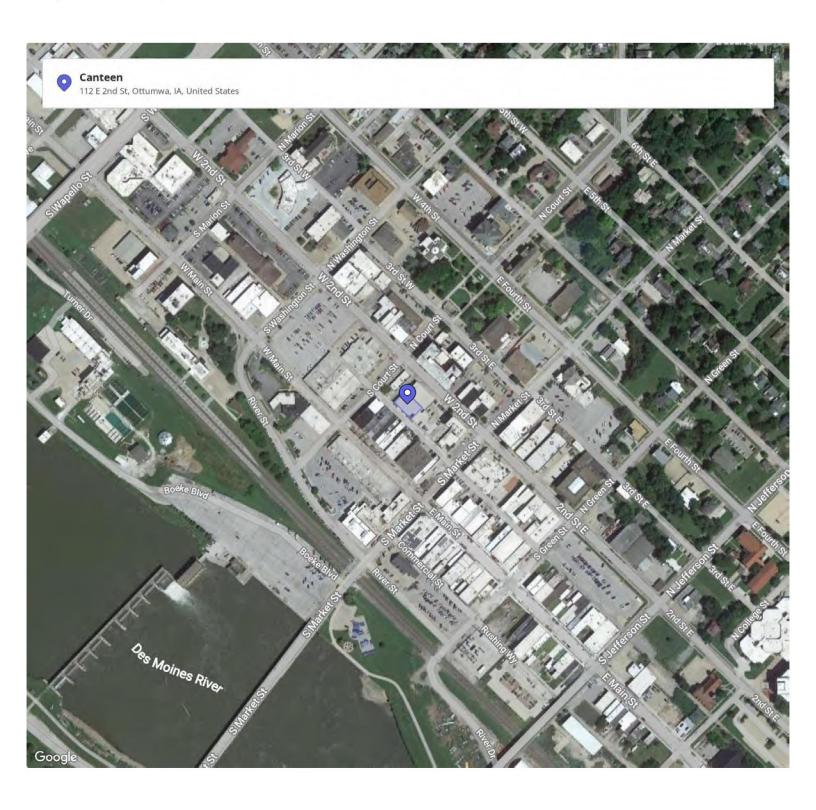






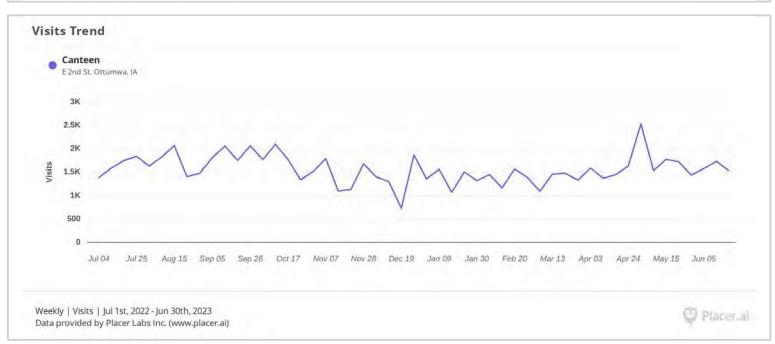








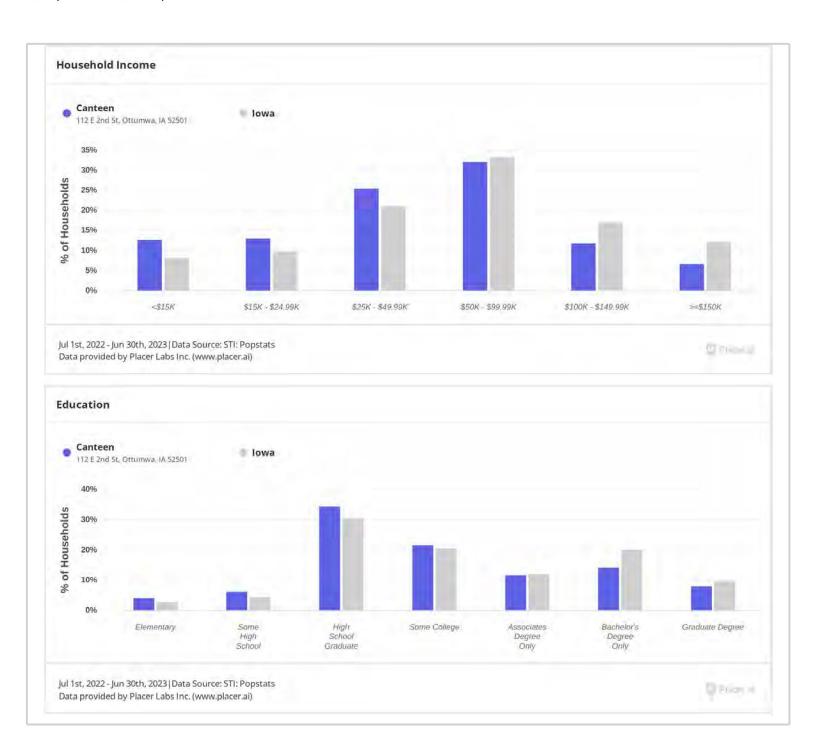






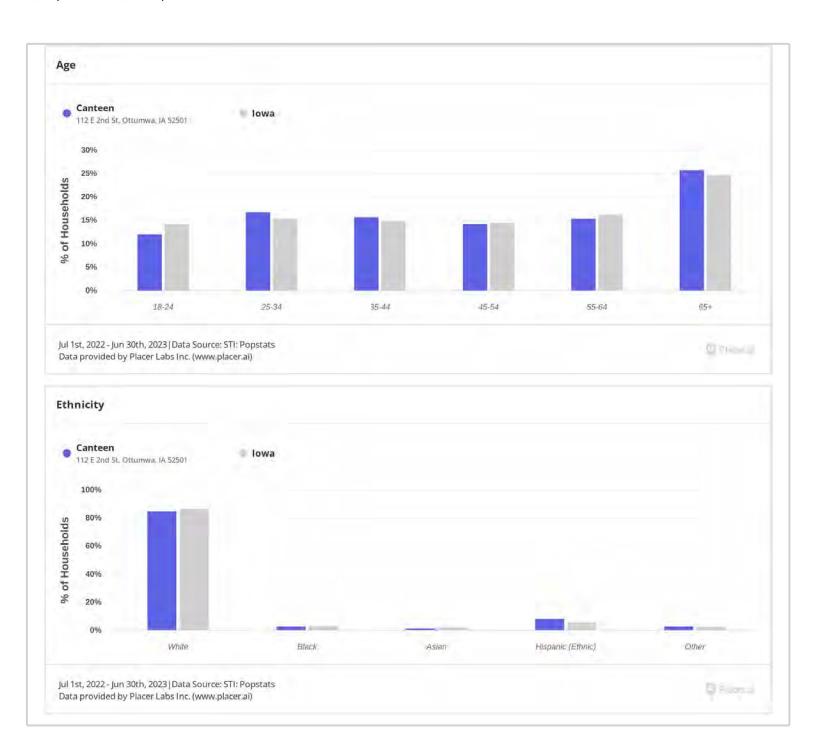
Property	Median Household Income	Bachelor's Degree or Higher	Median Age	Most Common Ethnicity	Persons per Household
Canteen E 2nd St, Ottumwa, IA	\$50,6K	22.2%	38.7	White (84.8%)	2.33
lowa	\$65.6K	29.8%	38.8	White (86.6%)	2.42





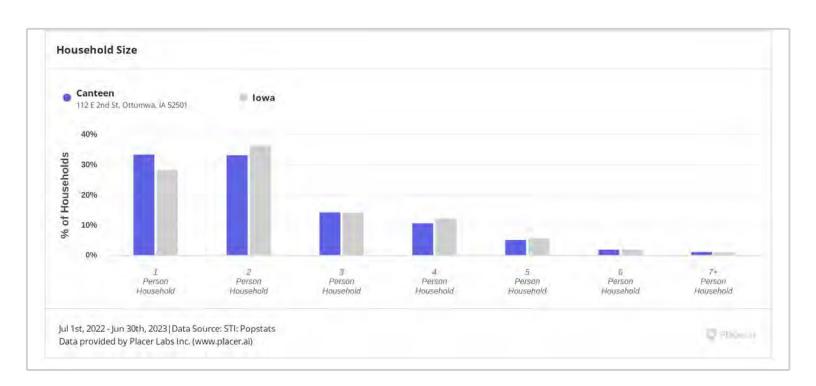






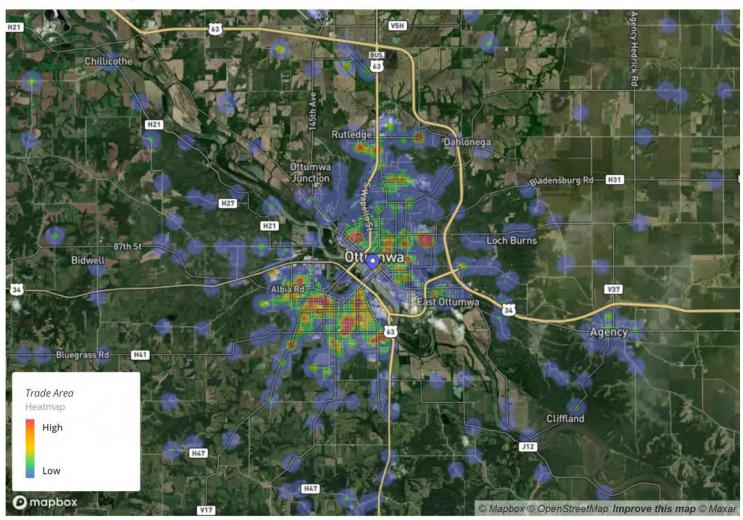








Market Landscape

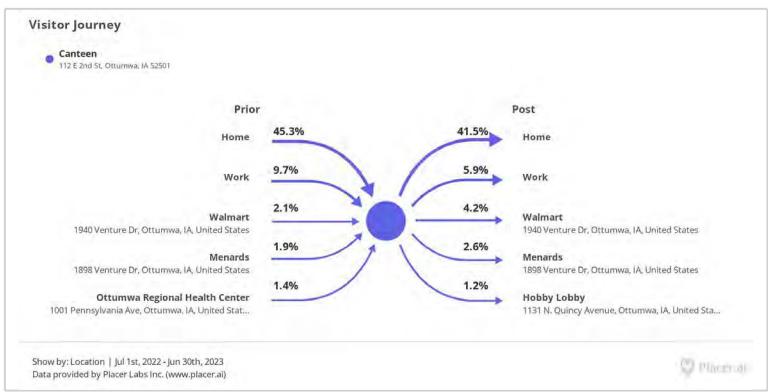


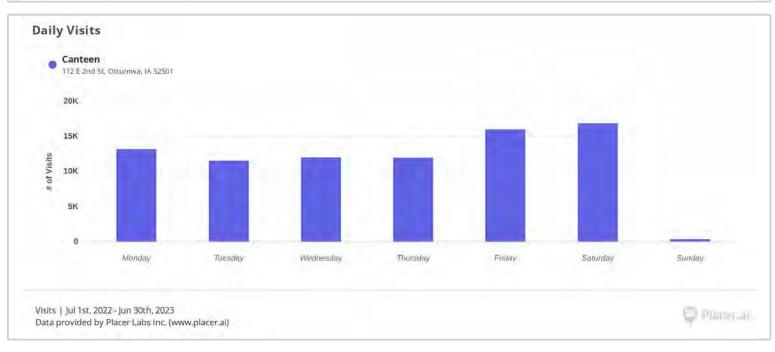
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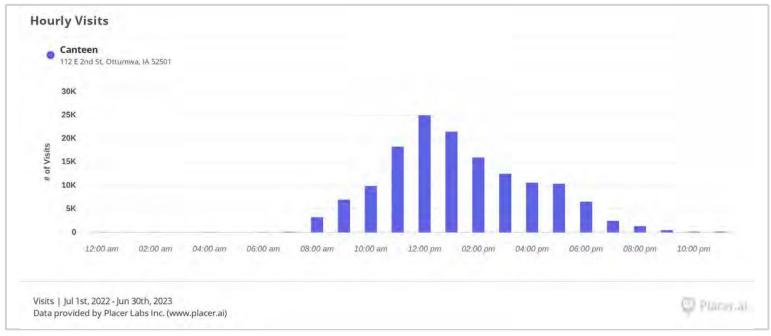






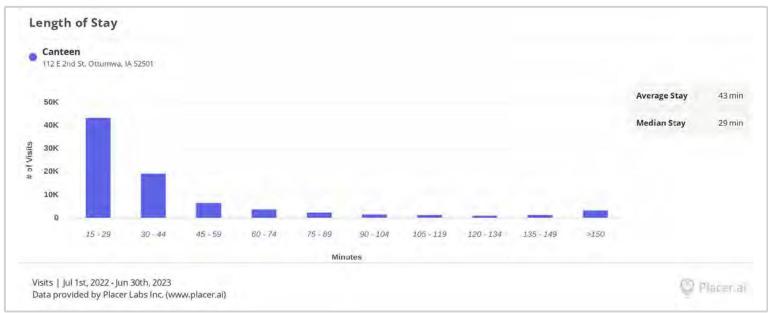


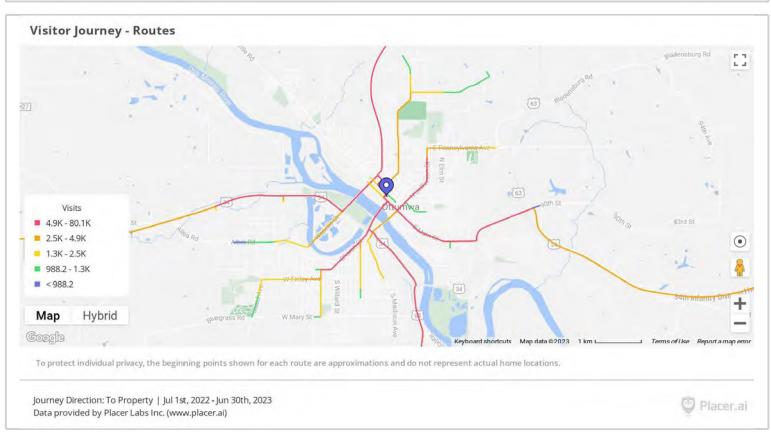




Canteen / E 2nd St, Ottumwa, IA		
Rank Name	Distance	Visitors
1 The Quincy Place Mall / 1110 N Quincy Ave, Ottumwa, IA 52501	1.2 mi	24.7K (66.8%)
Walmart / 1940 Venture Dr, Ottumwa, IA 52501	2.3 mi	24.4K (65.9%)
3 Menards / 1898 Venture Dr, Ottumwa, IA 52501	2,2 mi	22.8K (61.7%)
4 Hy-Vee / 1025 N Quincy Ave, Ottumwa, IA 52501	1.5 mi	18.3K (49.6%)
Greater Ottumwa Park / Teal Dr., Ottumwa, IA 52501	0.9 mi	16.8K (45.4%)
6 Kohl's / 1100 Wildwood Dr, Ottumwa, IA 52501	1.8 mi	16.7K (45%)
7 Jordan Creek Town Center / 101 Jordan Creek Pkwy, West Des Mcines, IA 50266	81.6 mi	15.5K (42%)
8 Hy-Vee / 2453 N Court St, Ottumwa, IA 52501	2.2 mi	15.2K (41.1%)
9 Ottumwa Regional Health Center / 1001 Pennsylvania Ave, Ottumwa, IA 52501	1.4 mi	15.1K (40.7%)
10 Pizza Ranch / 1791 Venture Drive, Ottumwa, IA 52501	2.1 mi	14.2K (38.3%)
Category: All Categories Min. Visits: 1 Jul 1st, 2022 - Jun 30th, 2023	2.1 mi	14.2K (38

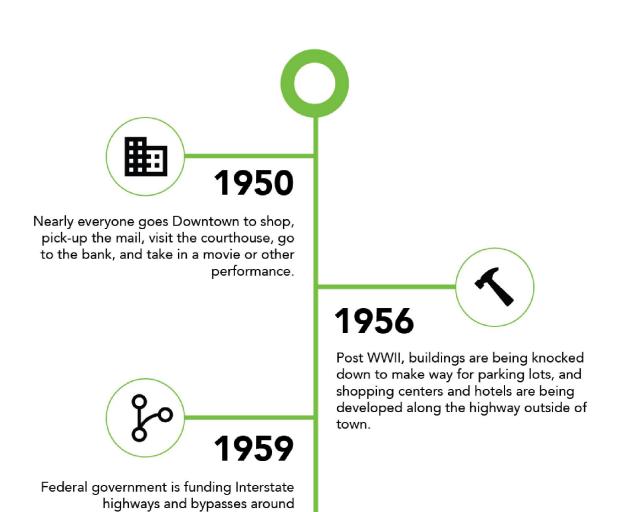








As we seek to redevelop and revitalize our Downtowns to their original vitality and significance, it's important to recognize how Downtowns functioned decades away, and how we got to this shift in perspective and priority.



Downtowns. Urban renewal is diverting traffic away from Downtowns. Retail sales for many Downtown merchants are

plummeting.





Total retail market share of American Downtowns drops by 77 percent and many Downtowns lose 90% of their business.



Sprawl hastens the abandonment of Downtowns with their small-scale, personal, and diverse retail and commercial offerings. This lasts 30 years.



The 1990s are the peak era for constructing automobile-oriented retail in the US. In 1990, the US already had more per-capita retail space than any other nation in the world.





1994

Amazon was founded and the Internet era begins. Consumer connections are greatly enhanced and more dynamic through the Internet as goods can be purchased anywhere from a computer.



2005

Millennials seek more "authentic" experiences in their purchasing, marking a return to the mid-20thCentury concept, when nearly all US shopping was local and unique to place.

1999



Declining urban crime and the New Urbanism prompts a change in market preference for living in walkable, urban places. Retailers begin to experiment with mixed-use town centers and "lifestyle centers" to recreate and/or mimic Main Streets and Downtowns.





E-commerce amounts to 7% of total retail sales and is increasing. Value shopping is the new norm rather than the exception, and many national brands that overbuilt in the 21st century are closing stores.



Nation's economy goes into a tailspin and banks stop lending for new construction. Consumers change their shopping patterns and take pride in finding bargains and being "thrifty."



Consumers expect convenience, Millennials still seek experiential retail and authenticity and prioritize walkability and connectivity, and retiring Boomers with buying power are moving back to city cores, paving the way for Downtowns to support independent retailers and take back market share.





2020

The COVID-19 pandemic disrupted everyday life around the world. In the beginning lockdowns and quarantines forced a new way of life working from home through virtual platforms and focusing on locally owned businesses. Shop local campaigns became a survival tactic as citizens rallied to support momand-pop businesses in their own neighborhoods and communities.

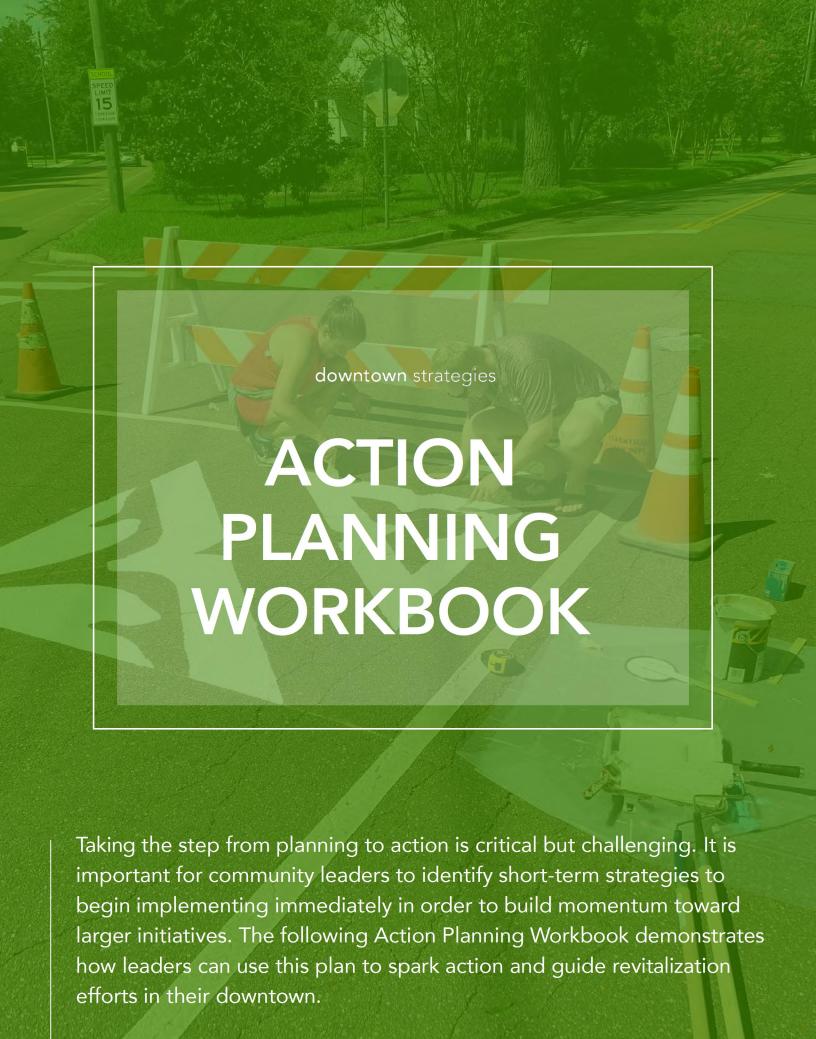
Downtowns adapted to the everchanging shopping habits of consumers. Curbside pickup, outdoor dining, omnichannel retail, adoption of technology, and other trends helped businesses survive the early days of the pandemic.



Post Pandemic

As life begins to return to the new-normal following the height of the pandemic, some trends and habits remain. Customers continue to value convenience, which includes mobile ordering, curbside pickup, delivery services, as well as quick service and casual dining restaurants. Both national retailers and local businesses are adopting these once temporary strategies as long-term shopping trends.

The pandemic brought a renewed sense of community pride and appreciation for supporting local. Citizens of all generations now value a high quality of life in all aspects of their lives, which is causing a shift toward small towns.



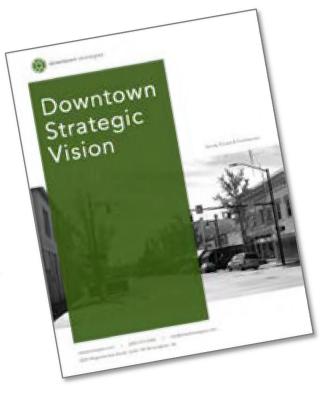


Downtown Strategies strives to provide realistic, implementable strategies to communities for revitalizing their downtowns. Our process is based on our team's experience as former downtown revitalization practitioners and real estate experts. Our combination of real-world experience, plus expertise in real estate and retail uniquely qualify us to assist communities with backfilling vacancies, increasing tourism, and enhancing the sense of place in their downtowns.

At Downtown Strategies, we believe that action and implementation are more important than a flashy 20-year vision. Our team members have been in your shoes as community leaders in their own hometowns and know what it is like to manage downtown revitalization efforts.

Most communities do not suffer from a lack of ideas, they struggle with knowing where to start when it comes to implementing those ideas. Rather than brainstorming everything that you could ever potentially do to your downtown, we focus on a five-year timeframe. This plan is designed to help you identify where your community should focus its energy and effort in the near-term. Implementing these short-term, doable strategies will incrementally shift the trajectory of your downtown and create the spark that you desire.

Downtown Strategies developed the Action Planning Workbook to assist community leaders make the link between planning and action. Follow the steps below to activate your plan and bring the ideas to life. If you and your team focuses on relentlessly "doing the doable," you will see a dramatic change over the next five years.





Where to Start?



Now that you have received the 5-Year Strategic Vision from Downtown Strategies, it is time to get to work! While brainstorming ideas is fun, the real excitement comes from taking action and making improvements in your downtown. Communities who have had success revitalizing their downtown began by organizing and mobilizing a team of volunteers and empowering them to lead various initiatives. Follow the following steps to organize and mobilize your team!

- **FORM ACTION TEAMS** centered around 4 Pillars (4-8 core members per team):
 - Policy & Administration
 - Design
 - Tourism & Promotion
 - Economic Vitality
- RANK THE STRATEGIES
 - Rank which strategies are the most attainable based on the team's current access to resources (not a "wish list")
 - First, each Action Team member should rank the strategies themselves
 - Then tally the rankings for all Action Team members to create a collaborative ranking for the team
- MAP THE PROJECT

 As a team, map the major steps, timeline, additional partnerships, and resources needed to complete the project using the Downtown Strategies Project Mapping Worksheet

- 2 Each team member should **REVIEW THE STRATEGIES** in their chapter of the plan.
 - Executive Summary provides a bulleted list of recommendations organized by timeline (immediate, 1-3 years, 3-5 years, 5 years+)
 - Rec Sheets within the document provide a more detailed overview of the topic and additional resources

- Each Action Team should **SELECT 1 STRATEGY** to implement over the next 12 months
 - Many teams attempt to tackle multiple initiatives at once, quickly get overwhelmed, and struggle to accomplish their goals
 - It is important to start small and have immediate success which will build momentum toward larger initiatives
 - Select a strategy that will be the easiest to implement based on the team members' capacity, skills, expertise, and resources
 - Team members should vote on what they feel is the best recommendation that meets the criteria then simply tally the votes to identify the top selection



Each Action Team should work together to map the project that they selected from the Strategic Plan. The following Project Mapping process is a step-by-step exercise to create a thorough outline for the project and appropriate action steps to move the team forward immediately.

Policy & Administration	Design	Tourism & Promotion	Economic Vitali
p 1: Identify Challen	ges & Sol	utions	
1.1 Current Challenge: Whattempting to address? (1-3 sentences)	nat challenge	is your downtown currently fa	acing that are you
405 4 444 44			
1.2 Project Idea: How do y (1-2 sentences)	ou plan to ad	dress this challenge? What is	your project idea?
-	ou plan to ad	dress this challenge? What is	your project idea?
-	ou plan to ad	dress this challenge? What is	your project idea?
-	ou plan to ad	dress this challenge? What is	your project idea?
-	ou plan to ad	dress this challenge? What is	your project idea?
-	u achieve you		your project idea?



Step 2: Market & Promote Your Efforts

catch the attention of p		tive project name can create energy and ers. A creative name can help tell your
communicate your plan explain the need for yo to pretend you are on a your entire project duri	us to prospective partners and ur project and your idea quick an elevator with a prospective ng that 30-second elevator ric	
Use the information fro "Elevator Pitch."	m this worksheet to fill in the	blanks and create your 30-second
Downtown	Community Name	is facing the challenge of
	Current challenge listed	in 1.1
We are worki	ng to address this challen	ge through a project called
Р	roject name listed in 2.1	which is
	Project description lis	ted in 1.2

We are working to complete this initiative by

Project deadline from 1.3



Step 3: Identify Resources & Partners

3.1 What do we have? | What do we need? Briefly listing the resources that you currently have access to that will move this project forward allows the team to gauge how attainable the project is at this time. If the "What do we need?" column is longer than the list of current resources, the team may need to regroup and select a project that can be accomplished with the list of existing resources.

	What we <u>have</u> :
Materials:	
People:	
Funding:	
Other:	

	What we <u>need</u> :	Cost:
Materials:		
People:		
Funding:		
Other:		

3.2 Community Partners: In addition to your team members, you may need assistance from other people, groups, or institutions in the community that have specific knowledge, skills, or abilities to advance your project. Having an idea of the different resources available to you within your community is important as you work to successfully complete your project.

Please use the following table to list some of the different resources in your community that could potentially assist the team with their project. The list should include a specific point of contact if possible.

Only list resources not currently represented on your Action Team.



Step 3: Identify Resources & Partners

3.2 Community Partners (continued)

People

You may need to enlist the assistance of other <u>people</u> in the community who have a particular skill that is not available on your current team. For example, you may need a graphics designer to assist with designing a pamphlet or the city engineer to assist with a permit.

Name	Resources they bring - How they will help

Civic Groups & Associations

Civic Groups & Associations are <u>volunteer groups</u> that work to improve the community in some way. Examples of associations are Boy/Girl Scouts, 4-H, Garden Clubs, and the Rotary Club among others.

Name	Resources they bring - How they will help

Community Institutions

Community Institutions are <u>formalized and structured organizations</u> or non-profit that serve the needs of the community. Examples of institutions are the chamber of commerce, Main Street organization, Economic Development organization, government agencies, schools, churches, and foundations.

Name	Resources they bring - How they will help		



Step 4: Develop an Action Plan

1. **Key Steps:** List 5 key steps that need to be achieved in order to stay on track and complete the project. This is not a list of detailed items, rather a few big-picture milestone steps that need to be accomplished.

1.	
2.	
3.	
4.	
5.	

2. Action Plans: Action Plans allow teams to clearly communicate tasks, build accountability among the group, and create a manageable bite-sized road map for implementing projects. In an action plan, members of the group take responsibility for specific "to-do" items. It is important for each team member to play a role in the process rather than a couple of people doing all the work. A small step together is more impactful in the long term than a couple of individuals running the entire race. Each team member should commit to completing at least one task over the next 30 days.

Successful teams constantly communicate with each other and stay in contact throughout the project. Typically, teams meet at least every 30 days to discuss what has been done over the past 30 days and then look ahead to what needs to be done over the next 30 days. During each meeting, the team should discuss what needs to be done to move the project forward over the next 30 days and every team members should commit to new action steps each time.

Use the following Action Plan table to outline the tasks that each team member will complete over the next month.



Step 4: Develop an Action Plan

4.2 Action Plans (continued)

Name	Task	Deliverable	Deadline
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

TIP: You can use this table to guide each Action Team meeting. At the beginning of each meeting review the table from the last meeting. Then use a blank table to assign tasks that should be completed prior to the next meeting.



Project Mapping Summary

Task Force:		
Project Name:		
Elevator Pitch:		
Team Members:		





Each Action Team should work together to map the project that they selected from the Strategic Plan. The following Project Mapping process is a step-by-step exercise to create a thorough outline for the project and appropriate action steps to move the team forward immediately.

Task Force Focus: (circle)

Policy & Administration

Design

Tourism & Promotion



Step 1: Identify Challenges & Solutions

1.1 Current Challenge: What challenge is your downtown currently facing that are you attempting to address? (1-3 sentences)

We need to recruit new businesses to our vacant downtown storefronts and buildings.

1.2 Project Idea: How do you plan to address this challenge? What is your project idea? (1-2 sentences)

Develop a business recruitment packet designed to provide a snapshot of all incentives and resources available to entrepreneurs and businesses owners wanting to locate downtown.

1.3 Deadline: When will you achieve your target? (specific date as a deadline)

January 2023



Step 2: Market & Promote Your Efforts

2.1 Project Name: There is power in a name. A creative project name can create energy and catch the attention of potential partners and volunteers. A creative name can help tell your story and market your project. Be fun and creative!

Open for Business!

2.2 Elevator Pitch: As you begin downtown revitalization efforts, it is important to efficiently communicate your plans to prospective partners and volunteers. You should be able to explain the need for your project and your idea quickly and effectively. A common exercise is to pretend you are on an elevator with a prospective partner. You should be able to explain your entire project during that 30-second elevator ride.

Use the information from this worksheet to fill in the blanks and create your 30-second "Elevator Pitch." You can wordsmith and fine-tune the paragraph later.

Downtown

Columbus

is facing the challenge of

needing to recruit new businesses to our vacant downtown storefronts and buildings.

We are working to address this challenge through a project called

"Open for Business!"

which is

A business recruitment packet designed to provide a snapshot of all incentives and resources available to entrepreneurs and businesses owners wanting to locate downtown.

January 2023

We are working to complete this initiative by



Step 3: Identify Resources & Partners

3.1 What do we have? | What do we need? Briefly listing the resources that you currently have access to that will move this project forward allows the team to gauge how attainable the project is at this time. If the "What do we need?" column is longer than the list of current resources, the team may need to regroup and select a project that can be accomplished with the list of existing resources.

	What we <u>have</u> :
Materials:	
People:	 Jane, Chamber board president Jim, Bank One Jamie, Entrepreneur
Funding:	\$800 Chamber funding
Other:	

	What we <u>need</u> :	Cost:
Materials:	FoldersFlash DrivesProfessional printing?	• \$100 • \$200 • ? Quote needed
People:	 Ann, City Administrator 	• N/A
	 Betsy, Graphic Designer 	• TBD
Funding:	 Professional printing costs 	• TBD
Other:		

3.2 Community Partners: In addition to your team members, you may need assistance from other people, groups, or institutions in the community that have specific knowledge, skills, or abilities to advance your project. Having an idea of the different resources available to you within your community is important as you work to successfully complete your project.

Please use the following table to list some of the different resources in your community that could potentially assist the team with their project. The list should include a specific point of contact if possible.

Only list resources not currently represented on your Action Team.



Step 3: Identify Resources & Partners

3.2 Community Partners (continued)

People

You may need to enlist the assistance of other <u>people</u> in the community who have a particular skill that is not available on your current team. For example, you may need a graphics designer to assist with designing a pamphlet or the city engineer to assist with a permit.

Name	Resources they bring - How they will help	
Ann, City Administrator	List of existing city incentives	
Bob, Small Business Development Center	List of resources commonly needed by entrepreneurs	
Judy, East Community College Entrepreneurship Center	List of resources offered by E-center	
Betsy, Graphic Designer	Design layout of the packet	

Civic Groups & Associations

Civic Groups & Associations are <u>volunteer groups</u> that work to improve the community in some way. Examples of associations are Boy/Girl Scouts, 4-H, Garden Clubs, and the Rotary Club among others.

Name	Resources they bring - How they will help	
Rotary Club (Bill F, president)	Network of business owners (experience)	

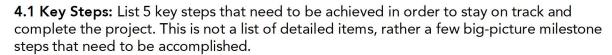
Community Institutions

Community Institutions are <u>formalized and structured organizations</u> or non-profit that serve the needs of the community. Examples of institutions are the chamber of commerce, Main Street organization, Economic Development organization, government agencies, schools, churches, and foundations.

Name	Resources they bring - How they will help	
Main Street Association (Allie, Director)	Network of local businesses & available	
	property	



Step 4: Develop an Action Plan



- 1. Schedule listening sessions with 3 newly opened businesses to learn what they wish they had known before opening in our community.
- 2. Outline content needed for the packet
- 3. Research options, costs, and design criteria of professional printers for the hard copy packets
- 4. Review draft packet document
- 5. Host entrepreneur Lunch & Learn session to introduce and launch the packet as a resource

4.2 Action Plans: Action Plans allow teams to clearly communicate tasks, build accountability among the group, and create a manageable bite-sized road map for implementing projects. In an action plan, members of the group take responsibility for specific "to-do" items. It is important for each team member to play a role in the process rather than a couple of people doing all the work. A small step together is more impactful in the long term than a couple of individuals running the entire race. <u>Each</u> team member should commit to completing <u>at least one task</u> over the next 30 days.

Successful teams constantly communicate with each other and stay in contact throughout the project. Typically, teams meet at least every 30 days to discuss what has been done over the past 30 days and then look ahead to what needs to be done over the next 30 days. During each meeting, the team should discuss what needs to be done to move the project forward over the next 30 days and every team members should commit to new action steps each time.

Use the following Action Plan table to outline the tasks that each team member will complete over the next month.



Step 4: Develop an Action Plan

4.2 Action Plans (continued)

	Name	Task	Deliverable	Deadline
1	Michelle	Create GroupMe and email group for the Action Team	Introductory email and GroupMe invite	September 5
2	James	Request list of existing incentives from city admin	List of incentives and summary of each	September 12
3	Loren	Research print options for hard copy packets	List of company options and websites	September 12
4	Marty	Research costs of custom printed folders	List of options including cost estimates and timeframes	September 12
5	Francisco	Research costs of custom flash drives	List of options including cost estimates and storage options	September 12
6	Andre	Contact Betsy regarding graphic design services	Brief summary of her services and costs (if any)	September 12
7				
8				
9				
10				

TIP: You can use this table to guide each Action Team meeting. At the beginning of each meeting review the table from the last meeting. Then use a blank table to assign tasks that should be completed prior to the next meeting.



Project Mapping Summary

Task Force: Economic Vitality

Project Name: Open for Business!

Elevator Pitch:

Downtown Columbus desperately needs to recruit new businesses to our vacant downtown storefronts.

We are working to address this challenge through "Open for Business," which is a business recruitment packet designed to provide a snapshot of all incentives and resources available to entrepreneurs and businesses owners wanting to locate downtown.

We would really love for you to join us in this effort by...

Team Members:

Michelle – (123) 456-7891 <u>michelle@email.com</u>

James – (123) 234-5678 james@email.com

Loren – (123) 910-1234 <u>loren@email.com</u>

Marty – (123) 567-8910 <u>marty@email.com</u>

Francisco – (123) 111-2345 <u>Francisco@email.com</u>

Andre – (123) 678-9101 <u>Andre@email.com</u>





OTTUMWA, IOWA

Implementation Matrix

The enclosed strategies were developed as part of Downtown Ottumwa, Iowa's 5-Year Strategic Plan.

OTTUMWA, IOWA

Implementation Matrix



Strategy	Timeline	Level of Investment	Responsible Party
Enhance existing city incentives to tighten up requirements and enforcement and more clearly communicate funding opportunities.	NOW	-	City
Use the economic impact model accompanying your strategic plan to determine the impact of vacant buildings in Downtown Ottumwa. Utilize these figures as the governing body considers amending or adopting new policies as it relates to vacancy.	NOW	-	Main Street
Ensure that all downtown crosswalks are properly striped with basic crosswalk markings.	NOW	\$	City
Add a white stripe to both sides of the new stamped concrete crosswalks along Main Street to better highlight and define the brick pattern.	NOW	\$	City
Ensure all street signs and public parking signs within the downtown core follow the custom branded style with the "O!" icon.	NOW	\$	City
Identify key gateway nodes into the downtown area along major corridors and bridges. Determine which locations are best suited for gateway signage and which locations are key sites for public art installations.	NOW	-	Main Street
Identify potential locations for a simple Ottumwa-themed "Selfie Wall" mural. Highly visible locations should be prioritized.	NOW	-	Main Street
Work with downtown retailers and restaurants to commit to being open during community events. Select approximately 5 events to serve as pilots. Promote the businesses that are participating in a variety of media (print, web, social media, etc.). Encourage outdoor merchandise displays, signage, and outdoor seating to add vibrancy to the sidewalks.	NOW	-	Main Street
Any business recruitment strategy, effort, or incentive should prioritize the top retail categories identified through the Gap Analysis.	Years 1-3	-	City; Main Street
Create a custom Business Recruitment packet that can be distributed to targeted retailers, restaurants, and other businesses. The packet can be used to personally recruit specific businesses from the region or elsewhere in the community.	Years 1-3	\$	Main Street
Select 3 intersections for creative crosswalk and/or intersection painting installations.	Years 1-3	\$\$	Main Street
Encourage and incentivize the activation of vacant and underutilized storefronts through a variety of strategies outlined in the plan.	Years 1-3	\$\$	Main Street, City
Ensure proper traffic markings (on-street parking, lane striping, etc.) are in good condition within the downtown core.	Years 1-3	\$	City
Install gateway signs or public art at gateway nodes along key corridors which could include S Wapello Street Bridge, Market Street Bridge, N Wapello Street, 2nd Street, and E Main Street. These should be phased in over time starting with the high traffic corridors and intersections.	Years 1-3	\$\$	City
Install a temporary "Selfie Station" downtown for 4 weekends during the upcoming year. The 4 stations could be focused on major events such as IHCC orientation or graduation, festivals, or holidays.	Years 1-3	\$	Main Street

OTTUMWA, IOWA

Implementation Matrix (cont.)



Strategy	Timeline	Level of Investment	Responsible Party
Install a Downtown Ottumwa-themed Selfie Wall mural in a prominent downtown location.	Years 1-3	\$\$	Main Street
Identify and map locations for other potential mural or sculpture installations throughout downtown. Use artwork to create a trail loop that connects the downtown core with the river, bridges, parks, and Church Street District.	Years 1-3	\$\$	Main Street
Use the existing map of public art to create a promotional guide to public art locations throughout Ottumwa.	Years 1-3	\$	Main Street
Host pop-up events in city-owned downtown parking lots.	Years 1-3	\$	Main Street
Encourage property owners to utilize demising walls to create small footprint retail/start-up spaces. This low-cost strategy can be used to modify a large vacant building, add flexibility to an existing space, or add retail space to an existing office building while generating revenue for the property owner.	Years 3-5	-	Main Street
Encourage business and property owners to improve exterior aesthetics detailed in the plan.	Years 3-5	-	Main Street
Explore options for activating the street frontage of downtown parking lots by adding semi-permanent micro-retail space.	Years 3-5	\$-\$\$	City
Install a dual electric vehicle charging station in Downtown Ottumwa. Add EV icons to future wayfinding signage.	Years 3-5	\$\$\$	City
Organize the Ottumwa Sculpture Trail as an annual event.	Years 3-5	\$	Main Street
Select additional intersections for creative crosswalk and/or intersection painting installations.	Years 3-5	\$\$	City
Continue expanding the streetscape elements used along Main Street to other streets within the downtown core.	Years 3-5	\$\$\$	City
Aggressively implement your brand and brand story, utilizing strategies for each phase of the place branding process.	Years 3-5	\$\$	Main Street, City
Create a city-wide comprehensive directional wayfinding signage system to connect visitors to Downtown Ottumwa and key attractions. Initial phase should focus on key corridors throughout the city.	Years 3-5	\$\$\$	City

Item No. <u>I.-7.</u>

9.16.23 830 Am

Budget Amendment Needed: Yes

CITY OF OTTUMWA

Staff Summary

** ACTION ITEM **

Council Meeting of: 9-19-2023	
	John Lloyd Prepared By
Water Pollution Control Facility Department	Phillip Burgmeier Interim Department Head
City Administrator Approx	val
AGENDA TITLE: Resolution 150-2023 Approve the purch a 1 ton pickup with a dump flatbed and s Control Facility.	ase of a half-ton 4WD Pickup Truck and snowplow for the Water Pollution
attachec	*********** of of Publication for each Public Hearing must be d to this Staff Summary. If the Proof of Publication is ched, the item will not be placed on the agenda.**
RECOMMENDATION:	
Pass and adopt Resolution # 150-2023. Approve this purchase fron \$126,985.	om Stivers Ford of Waukee in the amount
DISCUSSION:	
These trucks are part of the Fleet Replacement Program. One tru 4WD Truck (#254), which will be sent to Parks. The other truck v (#258), which will also go to Parks with the accompanying snow up on the purchase schedule so there would be additional life usa	will replace a 2013 Ford F250 4WD Truck plow. Both #254 and #258 were moved
Bid Packets with specifications were sent out from the Purchasi for the ½ ton. The low bid received was from Stivers Ford in the set aside for this purchase in the Capital fund. There was only or \$79,663. There was \$50,000 set aside for this purchase in the Cout of WPCF reserves. WPCF underspent during the last fiscal years.	e amount of \$47,322. There was \$42,500 ne bid for the 1 ton truck in the amount of Capital fund. The remainder can be taken

Budgeted Item: YES

Source of Funds: Sewer Fund

RESOLUTION # 150-2023

A RESOLUTION APPROVING THE PURCHASE OF A 1/2 TON 4WD AND A 1 TON CAB AND CHASSIS TRUCK WITH SNOWPLOW AND DUMP FLATBED TRUCK THE WATER POLLUTION CONTROL FACILITY

WHEREAS, The purchase of a half (1/2) ton 4WD pickup is part of the Fleet Replacement Program and will replace a 2013 Ford F-150 ½ Ton 2WD Truck (#254), which will go to the Parks Department; and,

WHEREAS, The purchase of a one (1) ton 4WD pickup with snowplow and flat dump bed is part of the Fleet Replacement Program and will replace a 2013 Ford F250(#258) which will go to the Parks Department.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF OTTUMWA, IOWA THAT: the purchase of a half (1/2) ton and one (1) ton 4WD outfitted pickup truck for the Water Pollution Control Facility is hereby approved.

APPROVED, PASSED, AND ADOPTED, this 19th day of September, 2023.

CITY OF OTTUMWA, IOWA

Richard Johnson, Mayor

ATTEST:

Christina Reinhard, City Clerk

								1.4 Cor. 22			
								14-Sep-23			
BID '	TABULATION FOR										
	WPCF - Replace Truck 254	-									
				Clemons Inc.	Dewey Ford	~	vers Ford	Charles Gabus	Vaughn	Bob Brown	Stew Hanson
				(Ottumwa)	(Ankeny)		Vaukee)	(Des Moines)	(Ottumwa)	(Ankeny)	(Waukee)
TEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	UNIT PRICE		IT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
	1/2 Ton Truck	LS	1			\$	47,322.00				\$ 48,901.00
1B	1/2 Ton Truck (plus 3%)	LS	1			\$	48,741.66				\$ 50,368.03
	TOTAL			\$ -	\$ -	\$	47,322.00	\$ -	\$ -	\$ -	\$ 50,368.00
BID	TABULATION FOR										
D12	WPCF - Replace Truck 258	3									
	Troping Truen 20			Clemons Inc.	Dewey Ford	Sti	vers Ford	Charles Gabus	Vaughn	Bob Brown	Stew Hanson
				(Ottumwa)	(Ankeny)	(1)	Vaukee)	(Des Moines)	(Ottumwa)	(Ankeny)	(Waukee)
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	UNIT PRICE	UN	IT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
2A	1 Ton Truck	LS	1			\$	79,663.00				
2B	1 Ton Truck (plus 3%)	LS	1			\$	82,052.89				
	TOTAL			\$ -	\$ -	\$	79,663.00	\$ -	\$ -	s -	\$ -
	Stivers submitted the only l	bid									
					I HEREBY CERTI	FY THA	T THIS IS A	TRUE TABULATIO	N		
					OF THE BIDS REC	CEIVED					
					BY: John Lloyd						

CITY OF OTTUMWA WPCF DEPARTMENT

SPECIFICATIONS FOR A 1/2 TON PICKUP TRUCK

Minimum specifications for bid of a ½ ton pickup truck. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The City reserves the right to reject any or all bids. \$47,322 Brand of Equipment Truck 2023 Model Number 2023-24 Authorized Dealer For Product Bid: Yes (X) No () Dealer Bidding Stivers Ford EPA Rated Large Size Pickups, V8 Cylinder Or Twin Turbo V6 CHECK ONE CAB & BODY YES NO Bench Seat 40/20/40, Heavy Duty Vinyl Upholstery Foam Cushion (X) () Extended Cab (Minimum) Or Larger (X) () Radio/Infotainment Bluetooth Compatible, Factory Installed (X) () Dual Power Mirrors (Minimum 5"X8") (X) () Dome Light () (X) Eight (8) Foot Standard Box/Bed With Locking Tailgate () (X) Intermittent Wipers (χ) () Standard Front Bumper (χ) () Cruise Control () (L)

SPECIFICATIONS FOR A ½ TON PICKUP TRUCK Page 2 of 4

Integrated Strobes, Front And Rear	(X)	()
Standard Or Step Type Rear Bumper	(X)	()
Receiver Hitch Frame Mounted, Class IV With 7 Pin Wiring Harness	(&)	()
Trailer Tow Package	(%)	()
Backing Camera	(X)	()
Color: White	(*)	()
ENGINE - CHASSIS - DRIVE		
Engine: Gasoline V8 or Twin Turbo V6 3.5 ecoboost	\otimes	()
Automatic Transmission	(X)	()
Four Wheel Drive	(x)	()
Alternator: 12 Volt, 100 Amp Minimum	(%)	()
Battery: 525 CCA (Maintenance Free/Long Life Type) Minimum	$(\!$	()
Power Disc Brakes	(≪)	()
Towing Package	(x)	()
Shock Absorbers, Heavy Duty	\otimes	()
Oval Tube Style Running Board	(4)	()

SPECIFICATIONS FOR A 1/2 Ton Pickup Truck Page 4 of 4

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

VARIATIONS: If the equipment offered differs from the provisions contained in this specification, such differences must be explained on a separate sheet and labeled as such. All such bids will receive considerations if such deviations do not depart from the intent of the specifications and are in the best interests of the purchaser. It is not our intent to disqualify any quality equipment if your equipment does not meet these qualifications.

Authorized Signature

Stivers Ford

Ryley Schleder

319-558-7664 cell

RSchleder G Stiversfordia.com

Page 3 of 4		
Power Steering	(%)	()
Tires - All Season (5 Required) Spare Mounted Under The Box All Terrain Tires	(*)	()
Rust Proofing - Factory	(L)	()
Spray In Bed Liner – Factory Installed	(X)	()
Fuel Tank Minimum 20 Gal	(x)	()
Air Conditioning	(A)	()
With Battery Or As Needed, Installed At Customer's Specifications	(X)	()
Passenger Side, Side Mount Tool Box With Brite Tread, L 48" x W 12.75" x H 10" Minimum	\otimes	()
LITERATURE		
One (1) copy of service, parts, operators, and body manuals, books, Or CD's.	\otimes	(
Five hundred dollars (\$500.00) will be withheld until manuals are delivered. If explain: Monuals are delivered on vehicle fouch screen	not available p	lease
		ennonnonne.

WARRANTY: 3 year or 36,000 mile, minimum 1965

79,663

CITY OF OTTUMWA WATER POLLUTION CONTROL DEPARTMENT

SPECIFICATIONS FOR A 4 X 4 I TON SUPER DUTY TRUCK WITH PLATFORM BODY

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

Minimum specifications for bid of a 4 X 4 1 Ton Super Duty Truck with Dump Body. Items bid will be equal to or exceed the written specifications. Any deviation to the specifications will be written and explained. Failure to explain is cause for an invalid bid. Literature will accompany the bid. The City reserves the right to reject any or all bids.

Brand of equipment for C		
Model Number F350 chassis Regular Cab	16	gw [
Manufacturer Location Built in Onlo or Louisvelle		
Dealer Bidding Stivers Ford Lincoln		
Authorized Dealer for product bid: Yes (1) No () If no, who are you	ou biddi	ing with
CHECK (ONE	
CAB AND BODY	YES	NO
40/20/40 Split bench seat with vinyl upholstery	Ø	()
Heater and defroster and air conditioning	⋈	()
Sun visors, driver and passenger side	⋈	()
Ignition switch with accessory position AND 2 Extra ignition keys/FOB	(X	()
Paint: White	Ø	()
Power left and right heated camper style mirrors	Ø	()
Dome Light	<>>	()

SPECIFICATIONS FOR A 4 X 4 1- TON SUPER DUTY TRUCK with Page 2 of 5	DUMP E	ODY
Cruise Control	40	()
Intermittent wipers with electric washers	S	()
Gauges: Oil pressure, engine, temperature and fuel	S	()
Electric horn	90	()
Radio/infotainment system with integrated Bluetooth	B	()
22 gallon fuel tank, minimum	S	()
2 piece rubber floor mats	4	()
CHASSIS/ENGINE/DRIVE 5,000 For plow		
Gross axle weight minimum rating: Front 5,000 lbs – Rear 9,000 lbs	B	()
On the fly 4 wheel drive	(4)	()
Power steering	(^)	()
Power brakes, front disc, self-adjusting rear	60	()
Heavy duty front and rear shock absorbers	(A)	()
Standard front bumper	(X)	()
Dual rear wheels	(X)	()
Dual rear wheels Tires - 10 ply radial with full size spare Can A Some Tire Brand per Heavy duty rear springs with overloads	(A)	() 10 Ply yes
Heavy duty rear springs with overloads	(/)	()
6.4 liter engine, minimum	\bowtie	()

	SPECIFICATIONS FOR A 4 X 4 1- TON SUPER DUTY TRUCK with Page 3 of 5	h DUMP	BODY	
	12 volt alternator/s, 200 amp. minimum	(X)	()	
	Battery: 625 CCA minimum, maintenance free, long life	(%	()	
	Engine oil filter, spin on throw away type	8	()	
	Radiator, heavy duty with overflow recovery system	\bowtie	()	
	Transmission:Automatic - w/automatic trans cooler and PTO provision	(1)	()	
	Rear end -limited slip or electronic	Ø	()	
	Factory rust-proofing	4)	()	
	Federal Standard 108 clearance and identification lights	(X)	X pu	^
	<u>LIGHTS</u> <u>identification</u>	or?	130 N	Tyd
	Shall be provided to meet the D.O.T. Federal Standard	(1)	()	
	L.E.D. or Halogen brake and tail lights	65	()	
	5 Strobe light system – DOT – headache rack mounted to be seen 360 degrees, front strobes integrated must be amber in color		()	
187	Rear strobes to be mounted in rear inside upright box posts and to be LED type Sur face Mounted	<i>(</i> ,	()	
	DUMP BODY			
	Knapheide Heavy Hauler Jr. with tread plate in black	(1)	()	
	Body length — 11'5' floor	(4)	()	
	Outside width not to exceed 96"	(V)	()	
	Cab to axle – 84"	(/)	()	
	One piece, welded bulk head, cab protector	(^)	()	

SPECIFICATIONS FOR A 4 X 4 1- TON SUPER DUTY TRUCK with DUMP BODY Page 4 of 5

Front and rear anti-sail mud guards to be installed on rear axle HOIST Low profile hydraulic PTO driven scissor hoist (not electric) Full length high-strength steel sub-frames Integral rear hinges Double acting – PTO pump power up and down Precision engineered cylinder/s Lubricated bearing points Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	Full width heavy duty rear apron and Class 5 trailer hitch 2.5 Hitch 10,0	00 lb.	
Electric brake controller to be installed and to be wired to rear of truck w/6 pin round connector and 7 pin RV style for trailer service Sideboard pocket extensions Body props with capacity to hold dump body up during maintenance Front and rear anti-sail mud guards to be installed on rear axle HOIST Low profile hydraulic PTO driven scissor hoist (not electric) Full length high-strength steel sub-frames Integral rear hinges Double acting – PTO pump power up and down Precision engineered cylinder/s Lubricated bearing points Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	maximum gross trailer weight installed, height 22" from ground minimum	$\langle \rangle$	()
Electric brake controller to be installed and to be wired to rear of truck w/6 pin round connector and 7 pin RV style for trailer service Sideboard pocket extensions Body props with capacity to hold dump body up during maintenance Front and rear anti-sail mud guards to be installed on rear axle HOIST Low profile hydraulic PTO driven seissor hoist (not electric) Full length high-strength steel sub-frames Integral rear hinges Double acting – PTO pump power up and down Precision engineered cylinder/s Lubricated bearing points Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	porder with fruck		
Sideboard pocket extensions Body props with capacity to hold dump body up during maintenance Front and rear anti-sail mud guards to be installed on rear axle HOIST Low profile hydraulic PTO driven seissor hoist (not electric) Full length high-strength steel sub-frames Integral rear hinges Double acting – PTO pump power up and down Precision engineered cylinder/s Lubricated bearing points Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	Electric brake controller to be installed and to be wired to		
Body props with capacity to hold dump body up during maintenance Front and rear anti-sail mud guards to be installed on rear axle HOIST Low profile hydraulic PTO driven seissor hoist (not electric) Full length high-strength steel sub-frames Integral rear hinges Double acting – PTO pump power up and down Precision engineered cylinder/s Lubricated bearing points Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates		(1)	()
maintenance Front and rear anti-sail mud guards to be installed on rear axle HOIST Low profile hydraulic PTO driven seissor hoist (not electric) Full length high-strength steel sub-frames Integral rear hinges Double acting – PTO pump power up and down Precision engineered cylinder/s Lubricated bearing points Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	Sideboard pocket extensions	4	()
HOIST Low profile hydraulic PTO driven scissor hoist (not electric) Full length high-strength steel sub-frames Integral rear hinges Double acting – PTO pump power up and down Precision engineered cylinder/s Lubricated bearing points Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates		(%)	()
Low profile hydraulic PTO driven scissor hoist (not electric) Full length high-strength steel sub-frames Integral rear hinges Double acting – PTO pump power up and down Precision engineered cylinder/s Lubricated bearing points Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	Front and rear anti-sail mud guards to be installed on rear axle	(4)	()
Full length high-strength steel sub-frames Integral rear hinges Double acting – PTO pump power up and down Precision engineered cylinder/s Lubricated bearing points Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	<u>HOIST</u>	_	
Integral rear hinges Double acting – PTO pump power up and down Precision engineered cylinder/s Lubricated bearing points Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	Low profile hydraulic PTO driven scissor hoist (not electric)	(4)	()
Double acting – PTO pump power up and down Precision engineered cylinder/s Lubricated bearing points Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	Full length high-strength steel sub-frames		()
Precision engineered cylinder/s Lubricated bearing points Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	Integral rear hinges		()
Lubricated bearing points Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	Double acting - PTO pump power up and down		()
Cable driven lever with interlock 3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	Precision engineered cylinder/s	4	()
3 gal. minimum hydraulic oil tank to be mounted on frame behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	Lubricated bearing points	,	()
behind cab on left or right side. Easy access for filing & checking with 10 micron filter, 6 gal per minute flow minimum Heavy duty sub-frame-to-truck frame attachment plates	Cable driven lever with interlock	(N)	()
Heavy duty sub-frame-to-truck frame attachment plates	behind cab on left or right side. Easy access for filing &	S	()
./		. /	
Minimum 45 degree dumping angle	Heavy duty sub-frame-to-truck frame attachment plates	(4)	()
Millingui 42 degree damping migra	Minimum 45 degree dumping angle	(4)	()

> SPECIFICATIONS FOR A 4 X 4 1- TON SUPER DUTY TRUCK with DUMP BODY Page 5 of 5 Hydraulic hoist system to be capable of lifting or dumping 13,000 lbs. minimum () 9' BOSS Heavy Duty Strait Blade Snow plow; truck mounts attached to the truck, Smart Hitch 2, hand held controls, and Hydraulic Package all installed and ready to be used () HD Straght Black The combined weights of truck body, hoist and load must not exceed the GVW rating of the truck. One (1) copy of service, parts, operators, body manuals, books, CD's WARRANTY: (specify) Z year on The City will sign for delivery but no acceptance until we have had sufficient time to properly inspect the equipment. Please set up an appointment for delivery. VARIATIONS: If the equipment offered differs from the provisions contained in this specification, such differences must be explained on a separate sheet attached to the bid and labeled as such. All such bids will receive considerations if such deviations do not depart from the intent of the specifications and are in the best interests to the purchaser. It is not our intent to disqualify any quality equipment if your equipment does not meet these qualifications. Authorized Signature

Product Warranty - Six Years with Unlimited Mileage

The Knapheide Manufacturing Company (hereinafter referred to as "Knapheide") guarantees the Service Body, KUV Body, Crane Body, Line Body, Combo Body, KnapKap, KnapPack and Toolbox sheet metal components will not "rust-through" as defined below. Knapheide branded NXG door latches (black nylon pan and chrome handle), lock cylinders, and standard door hinges are guaranteed not to fail to operate due to a mechanical failure, and standard compartment shelving is guaranteed not to bend under the rated load of 250 pounds for a period of six years with unlimited mileage.

Product Warranty - Three Years or 36,000 Miles, Whichever Occurs First

Knapheide guarantees the Platform Body, Gooseneck Body, Dump Body, and Forestry Body will not "rust-through" as defined below. Knapheide guarantees the Service Body, KUV Body, Crane Body, Line Body, KnapKap, KnapPack, Toolbox, Platform Body, Gooseneck Body, Dump Body, Forestry Body and the Knapheide power locking (E-lock) system and hydraulic hoist (Knaphoist) to be free from defects in material and and/or workmanship for a period of three years or 36,000 miles, whichever occurs first.

Warranty Coverage Duration and Limitation

The warranty period begins on the date of purchase by the end-user, or one year from the date the product is shipped from Knapheide, whichever occurs first. This warranty is valid for product shipped from Knapheide after January 1, 2020 and remains mounted upon the chassis it was originally installed, as solely determined by Knapheide. Knapheide will pay the cost of material and labor to repair or replace the defective product and reserves the sole right to inspect product claimed for warranty and determine the best course of action to remedy the warranty claim.

Exclusions from Warranty

- 1. Product not installed by an authorized Knapheide distributor or agent.
- 2. All accessions (additions, add-on attachments, etc.) to the product not manufactured by Knapheide.
- 3. Stainless steel latches or riveted-on latches, all non-NXG Knapheide branded latches.
- 4. All product repairs, modifications and alterations performed without written authorization of Knapheide.
- 5. Products exhibiting damages or fatigue fractures due to accident, misuse, abuse, neglect, overloading, improper installation, severe off-road applications or twisting loads induced by cranes or aerial devices.
- 6. Products not maintained per Operation & Maintenance Manual.
- 7. Products sold by Knapheide but not manufactured by Knapheide (i.e. cranes, aerial lifts, lift gates, generators, compressors, pumps, hydraulic or pneumatic reservoirs etc.) Note: These products are covered exclusively by the product manufacturer's warranty in effect at the time of delivery, if any.
- 8. Paint, decals, or any finish (collectively "finish") not applied by Knapheide. Finish deterioration caused by chemical reactions including, but not limited to, acid rain, industrial fallout or improper cleaning materials. Provided, however, that as limited above, Knapheide warrants the product finish applied by Knapheide for one year from the beginning of the warranty period.
- 9. "Rust—through" of products for which the finish was not applied by Knapheide or an authorized agent, or where the product was used to transport corrosive materials. Note: "rust-through" is defined as corrosion that has created a hole through the metal.
- 10. Products purchased or used outside the U.S.A. and Canada.

KNAPHEIDE HEREBY DISCLAIMS AND EXCLUDES ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitations of Liability

UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL KMC OR ITS AFFILIATE OR SUBSIDIARY COMPANIES, OR THEIR RESPECTIVE DIRECTORS', OFFICERS', SHAREHOLDERS', EMPLOYEES' OR AGENTS' (HEREINAFTER COLLECTIVELY "KNAPHEIDE") TOTAL LIABILITY ARISING IN CONNECTION WITH THE PRODUCT EXCEED THE AMOUNT OF THE PROCEEDS RECEIVED BY KNAPHEIDE PURSUANT TO ANY CONTRACT OF SALE OR PURCHASE ORDER.

UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL KNAPHEIDE BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EXPENSES, OR COSTS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL OF SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.

Howto Apply for Warranty Coverage

All claims are handled by contacting your nearest Knapheide Distributor or by contacting Knapheide Product Support. Visit www.knapheide.com for Knapheide Distributor and Product Support contact information.